

## The Law Society of the Australian Capital Territory: Contract for Sale Schedule

<b>Land</b>	The unexpired term of the Lease	Unit 58	UP No. 2737	Block 14	Section 58	Division/District TURNER
	and known as 310/155 Northbourne Avenue, Turner ACT 2612					
<b>Seller</b>	Full name	Damian Charles Vella & Hanako Gabriel Sayers				
	ACN/ABN					
	Address	23 Ebdon Street, Ainslie, ACT 2602				
<b>Seller Solicitor</b>	Firm	O'Connor Harris & Co Pty Limited				
	Email	elenag@oconnorharris.com.au			Ref: Elena Griffin	
	Phone	(02) 6247 6077				
	DX/Address	GPO Box 1483, Canberra ACT 2601				
<b>Stakeholder</b>	Name	Hive Property (ACT) Pty Ltd Trust Account				
<b>Seller Agent</b>	Firm	Hive Property (ACT) Pty Ltd				
	Email	steph@hiveproperty.co			Ref: Steph Hunt	
	Phone	0403 524 615				
	DX/Address	PO Box 819, Dickson ACT 2602				
<b>Restriction on Transfer</b>	<i>Mark as applicable</i>	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 370 <input type="checkbox"/> section 280 <input type="checkbox"/> section 306 <input type="checkbox"/> section 351				
<b>Land Rent</b>	<i>Mark one</i>	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
<b>Occupancy</b>	<i>Mark one</i>	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
<b>Breach of covenant or unit articles</b>	Description (Insert other breaches)	As disclosed in the Required Documents				
<b>Goods</b>	Description	Fixed floor coverings, window treatments, light fittings, as inspected				
<b>Date for Registration of Units Plan</b>						
<b>Date for Completion</b> On or before 30 days from the date hereof						
<b>Electronic Transaction?</b> <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, using Nominated ELN: PEXA						
<b>Land Tax to be adjusted?</b> <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes						
<b>Residential Withholding Tax</b>						
New residential premises? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes						
Potential residential land? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes						
Buyer required to make a withholding payment? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (insert details on p.3)						
<b>Foreign Resident Withholding Tax</b>						
Relevant Price more than \$750,000.00? <input type="checkbox"/> No <input type="checkbox"/> Yes						
Clearance Certificates attached for all the Sellers? <input checked="" 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.

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

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

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

## Seller Disclosure Documents

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

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

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

- Proposed plan
- Inclusions list

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

- Inclusions list
- Disclosure Statement

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

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

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

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

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

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

### GST

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

### Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

### Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

### Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	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	\$440.00 (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			

## **SPECIAL CONDITIONS**

### **1. ELECTRONIC SIGNATURE AND EXCHANGE CONDITION**

- (a) Each party consents to:
  - (i) The electronic exchange of this Contract; and
  - (ii) Notices being served or received under this Contract electronically, including by email.
- (b) Each party agrees to accept:
  - (i) Electronic signatures; or
  - (ii) A copy of a wet signature  
and the parties warrant that this 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.

### **2. AMENDMENTS TO THE STANDARD TERMS**

The ACT Law Society Printed Terms are amended as follows:

- (a) Clause 2.3 the word "cash (up to \$3,000.00)" is deleted and replaced with "electronic funds transfer".
- (b) in Clause 2.6 the words "or in cash (up to \$200)" are deleted.
- (c) in Clause 8.4 the words "Buyer Solicitor" are deleted and replaced with "Seller Solicitor".
- (d) Clause 13.10.1 is deleted in its entirety.
- (e) Clause 17.1.1 delete "5%" and replace it with "\$1,000.00".
- (f) Clause 17.1.2 (b) is deleted in its entirety.
- (g) Clause 26 Insert new clause 26.2.6 as follows: "sends it by email. A party's email address is that contained in the Contract or which the lawyer or conveyancer for the party receiving the notice has most recently used to communicate with the party sending the notice. A notice sent by email is treated as given and received:
  - (i) If delivered by 5.00pm on a business day – at the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the sender's email; or
  - (ii) if delivered after 5.00pm on a business day or on a day that is not a business day – on the next business day after the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the senders email."
- (h) in Clause 28.2 delete "5%" and replace it with "\$1,000.00".
- (i) in Clause 53.2, delete the words "7 days after the date of this Contract" and replace with "7 days before the Date of Completion".
- (j) in Clause 53.6.2, delete the words "7 days prior to Completion" and replace with "1 day prior to Completion".

### **3. SPECIAL CONDITIONS ESSENTIAL AND PREVAILING**

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

### **4. CONDITION OF PROPERTY**

- (a) The Buyer acknowledges that it does not rely on any representation, statement, warranty, condition or promise made by or on behalf of the Seller except as stated in this Contract or where implied by legislation and cannot be excluded.
- (b) The Buyer cannot require the Seller to carry out any repairs or works to the Property unless the repairs or works required to be carried out are specified in these Special Conditions or are required by legislation.
- (c) The Buyer accepts the Property as is (including with respect to the state of cleanliness of the Property) and acknowledges that they cannot make a claim, requisition, rescind or terminate this Contract, or delay Completion, in respect of the nature, quality, state of repair and condition, latent or patent defects, dilapidation or infestation of the Property unless the Buyer has a statutory right to take such action.

### **5. AGENT'S COMMISSION**

- (a) 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.
- (b) This special condition does not merge on completion.

### **6. TERMINATION ON INCAPACITY OF A PARTY**

- (a) If the Buyer or the Seller being a natural person (and, if comprising more than one person, any one or more of them) before Completion;
  - (i) dies; or
  - (ii) is found by a court or tribunal to be incapable of administering his or her estate or affairs;

then either Party may rescind the Contract and the provisions of clause 21 shall apply.

- (b) If the Buyer being:
  - (i) a natural person (and, if comprising more than one person, any one or more of them) before Completion;
    - 1. enters a scheme of arrangement; or
    - 2. makes an assignment for the benefit of creditors; or
  - (ii) an incorporated entity (and, if comprising more than one incorporated entity, any one or more of them) before Completion:
    - 1. appoints or has appointed an administrator or receiver over the whole or any part of its assets or undertaking; or
    - 2. resolves to go into liquidation; or
    - 3. has a summons or application presented or an order made for its winding up; or
    - 4. enters into a deed of arrangement, assignment or composition for the benefit of creditors

then this shall constitute a non-refutable default under the contract by the Buyer and the Seller shall be entitled to terminate this Contract immediately and the provisions of clause 19 shall apply.

## **7. ADJUSTMENTS**

- (a) For the purpose of this special condition, Income means all income derived from the Property including rents, licence agreement fees and payments, and profits.
- (b) If Completion does not occur by the Date for Completion due solely to the delay or default of the Buyer, then the Buyer shall be liable for all Land Charges from the Date for Completion.
- (c) Notwithstanding Clause 8 of this Contract, the Seller will be entitled to all Income up to and including the date Completion is effected.
- (d) In the event of an error or omission in relation to the adjustments, the parties agree to adjust any amount owed after completion. This clause shall not merge at completion.
- (e) Irrespective of anything in the Contract, all rental adjustments at settlement must be made on the basis of the net rent received by the Seller. For avoidance of doubt any management agent fee is to be deducted from the rent for the purposes of rental adjustment.
- (f) At least 3 Business Days prior the Date for Completion the Buyer must provide the Seller Solicitor with all certificates and other information required to calculate the adjustments including a special water meter reading certificate, failure of which will result in no adjustment being made on settlement for any amount shown on the certificate and the Buyer acknowledges that they will not be entitled to retain any amount from the balance of the Price or the Deposit to pay or adjust for any amount shown on the certificate.

## **8. COMMUNITY TITLE CERTIFICATE**

If the Property is:

- (a) a unit; and
- (b) within a Community Title scheme; and
- (c) the Community Title levies are paid by the Owners Corporation of the Units Plan (i.e. the Community Title levies are not paid by individual unit holders);

then

- (d) the parties agree that the Seller is not required to provide the Buyer with a section 56 certificate for the purpose of adjustment on completion.

## **9. KEYS ON COMPLETION**

Upon Completion the Seller will provide the Buyer with all keys necessary for the Buyer to enter the Improvements and any other keys in the Seller's possession. The Buyer will make no objection, requisition or claim for compensation with respect to the availability or otherwise of any other keys to the Improvements.

## **10. ASBESTOS**

- (a) The Seller does not warrant that the Property is free of any form of asbestos.
- (b) In entering into this Contract the Buyer warrants and acknowledges that they have made and relied on their own enquiries as to whether any form of asbestos is present in the Property and the consequences of the presence of any asbestos on the Property

and will make no claim, requisition, rescind, terminate or delay Completion, in respect of the existence or discovery of asbestos on or in the Property.

#### **11. ENTIRE AGREEMENT**

The Buyer agrees that this Contract sets out the entire understanding between the parties concerning the subject matter of this Contract and that it supersedes any prior arrangement, contract or other agreement in relation to the subject matter of this Contract.

#### **12. RELIANCE AND REPRESENTATIONS**

The Buyer warrants to the Seller that it has entered into this Contract entirely on its own investigations and enquiries and does not rely on any representation by the Seller, Seller Solicitor or Seller Agent in relation to any matter in relation to the Property or this Contract.

#### **13. FIRB APPROVAL**

- (a) The Buyer warrants to the Seller that it does not require any approvals under the Australian Government's foreign investment policy to acquire the Property ("**FIRB Approval**") and that the Treasurer cannot make an order under Part II of the FATA regarding the acquisition of the Property by the Buyer.
- (b) The Buyer indemnifies the Seller against all liability or loss suffered or incurred by the Seller which arises directly or indirectly from a breach of any of the obligations of the Buyer under this special condition.

#### **14. ENERGY EFFICIENCY RATING**

The Seller warrants that since the date of the Energy Efficiency Rating Report attached to this Contract for Sale:

- (a) no building work under the Building Act 2004 has been carried out on the premises that affects the energy efficiency rating contained in the energy efficiency rating statement for the habitable part of the premises; and
- (b) no other building element or external element used in producing the energy efficiency rating statement has been materially altered or changed since the energy efficiency rating statement was issued that would make the energy efficiency rating statement false or misleading.

#### **15. RELEASE OF DEPOSIT**

- (a) If requested by the Seller, the Buyer hereby agrees and authorises the release of the balance of the deposit (less the agent's commission and marketing fees) to be paid to the Seller's solicitor's trust account prior to completion, to be released on completion for the use of settlement.

#### **16. DEPOSIT BOND**

- (a) In this Contract the word "Bond" means either:
  - (i) the Deposit Insurance Bond issued to the Seller at the request of the Buyer and in and to the effect of the form annexed hereto; or
  - (ii) a Bank Guarantee issued by a Bank operating in Australia and in and to the effect of the form annexed hereto.
- (b) Subject to paragraphs (c) and (d) below, the delivery of the Bond upon or before the making of this contract to the Seller's Solicitors 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.

- (c) The Buyer shall pay the amount stipulated in the Bond to the Seller in cash or by unendorsed bank cheque on completion of this contract or at such other time as may be provided for the deposit to be accounted to the Seller.
- (d) 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 under the Bond, the Buyer shall forthwith pay the deposit (or so much thereof as has not been paid) to the person nominated in this contract to hold the deposit.
- (e) The Seller acknowledges that payment under the Bond shall, to the extent of the amount paid, be in satisfaction of the Buyer's obligations to pay the deposit under paragraph (d) above.
- (f) If seven (7) days prior to the expiration of the term of this Bond or if extended then seven (7) days prior to the expiration of the extended period of the Bond the Buyer has not either:-
  - (i) completed this contract; or
  - (ii) delivered to the Seller's Solicitors a Bond in identical terms for an extended period; or
  - (iii) paid the amount covered by the Bond as deposit to the stakeholder;

the Buyer shall be in default. If the Buyer is in default under any provision of this sub clause then immediately and without the notice otherwise necessary under clause 18 the provisions of clause 19 will apply.

- (g) If the Bond provider is placed under external administration of any nature before the completion date, the Buyer must, within 24 hours, secure the Deposit to the Seller by either:
  - (i) providing a replacement Bond by another Bond provider reasonably acceptable to the Seller: or
  - (ii) payment of the Deposit in accordance with Clause 2.1

and 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 for Sale.

## 17. DEFT AUCTION PAY

- (a) Subject to the following clauses, the Buyer may pay the Deposit payable under the terms of this Contract on the Date of this Contract to the Stakeholder using DEFT Auction Pay (being the Macquarie Bank online funds transfer system).
- (b) This special condition will only apply if the Buyer pays the Deposit on the Date of this Contract using DEFT Auction Pay and the Stakeholder is provided with evidence of payment of the Deposit on the Date of this Contract. If not, then this special condition will not apply to this Contract for Sale and the Deposit will be strictly payable in accordance with the terms and conditions of this Contract.
- (c) If the Stakeholder does not receive the cleared funds equal to the amount of the Deposit into its trust account within three business days of the Date of this Contract (**Payment Period**), then the Buyer must pay the Deposit payable on the Date of this Contract by delivering an unendorsed bank cheque to the Stakeholder within 24 hours of the Seller or its Solicitor notifying the Buyer that the payment referred to in (a) was not received within the Payment Period.

**18. DIRECTOR'S GUARANTEE AND INDEMNITY**

- (a) If the Buyer is a corporation (other than a company listed on a public stock exchange) the Buyer must cause all the directors of that corporation to guarantee the performance of the Buyer's obligations under this Contract by duly completing and signing the form of guarantee and indemnity set out in Schedule 1.
- (b) If the guarantee and indemnity is not executed and delivered as required by this clause:
  - (i) the Buyer will be in breach of an essential term of this Contract; and
  - (ii) the Seller will be entitled to enforce all remedies available under this Contract and at law for such breach.
- (c) This Special Condition is an essential term of this Contract.

**SCHEDULE 1 – GUARANTEE AND INDEMNITY**

- (a) In consideration of the Seller entering into this Contract at the Guarantor’s request, the Guarantor guarantees to the Seller:
  - (i) payment of all money payable by the Buyer under this Contract; and
  - (ii) the performance of all of the Buyer’s other obligations under this Contract.
- (a) The Guarantor:
  - (i) indemnifies the Seller against any claim, action, Loss, damage, cost, liability, expense or payment incurred by the Seller in connection with or arising from any breach or default by the Buyer of its obligations under this Contract; and
  - (ii) must pay on demand any money due to the Seller under this indemnity.
- (b) The Guarantor is jointly and separately liable with the Buyer to the Seller for:
  - (i) the performance by the Buyer of its obligations under this Contract; and
  - (ii) any damage incurred by the Seller as a result of the Buyer’s failure to perform its obligations under this Contract or the termination of this Contract by the Seller.
- (c) The Guarantor must pay to the Seller on written demand by the Seller all expenses incurred by the Seller in respect of the Seller’s exercise or attempted exercise of any right under this clause.
- (d) If the Seller assigns or transfers the benefit of this Contract, the transferee receives the benefit of the Guarantor’s obligations under this clause.
- (e) The Guarantor’s obligations under this clause are not released, discharged or otherwise affected by:
  - (i) the granting of any time, waiver, covenant not to sue or other indulgence;
  - (ii) the release or discharge of any person;
  - (iii) an arrangement, composition or compromise entered into by the Seller, the Buyer, the Guarantor or any other person;
  - (iv) any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the Seller by this Contract, a statute, a Court or otherwise;
  - (v) payment to the Seller, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
  - (vi) the winding up of the Buyer.
- (f) The deed constituted by this clause binds each party who signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.
- (g) This clause binds the Guarantor and the executors, administrators and assigns of the Guarantor.
- (h) This clause operates as a deed between the Seller and the Guarantor.

EXECUTED BY

)  
)  
)

\_\_\_\_\_  
Name of Guarantor

\_\_\_\_\_  
Signature of Guarantor

in the presence of:

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

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

EXECUTED BY

)  
)  
)

\_\_\_\_\_  
Name of Guarantor

\_\_\_\_\_  
Signature of Guarantor

in the presence of:

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

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

## RW Amount

(residential withholding payment) — further details

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

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

## Cooling Off Period

(for residential property only)

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

## Warnings

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

## Disputes

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

## Exchange of Contract

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

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

### 1. Definitions and interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

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

**Breach of Covenant** means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Covenant** includes a restrictive covenant;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

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

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

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

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

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

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

## 2. Terms of payment

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

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

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

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

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

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

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

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

### 3. Title to the Lease

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

### 4. Restrictions on transfer

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

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

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

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

### 6. Buyer rights and limitations

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

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

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

## 7. Seller warranties

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

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

7.2 The Seller warrants that on Completion:

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

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

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

## 8. Adjustments

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

## 9. Terms of possession

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

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

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

## 10. Inspection and condition of Property

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

## 11. Inspection of building file

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

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

## 12. Additional Seller obligations

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

## 13. Electronic transaction

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

#### 16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

#### 17. Compensation claims by Buyer

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

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

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

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

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

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

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

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

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

## 18. Notice to Complete and Default Notice

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

## 19. Termination — Buyer default

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

\* Alter as necessary

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

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

## 20. Termination – Seller default

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

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

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

## 21. Rescission

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

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

## 22. Damages for delay in Completion

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

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

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

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

- 22.3 The parties agree that:

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

## 23. Foreign Buyer

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

- 23.2 This clause is an essential term.

## 24. GST

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

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

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

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

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

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

## 25. Power of attorney

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

## 26. Notices claims and authorities

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

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

## 27. Unit title

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

## 28. Definitions and interpretation

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

## 29. Title to the Unit

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

## 30. Buyer rights limited

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

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

### 31. Adjustment of contribution

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

### 32. Inspection of Unit

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

### 33. Seller warranties

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 34. Damage or destruction before Completion

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

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

### 35. Notice to Owners Corporation

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

### 36. Unit Title Certificate

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

## 37. Unregistered Units Plan

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

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

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

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

## 38. Rescission of Contract

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

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

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

## 39. Claims for compensation

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

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

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

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

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

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

## 40. Community title

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

## 41. Definitions and interpretation

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

## 42. Buyer rights limited

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

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

## 43. Adjustment of contribution

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

## 44. Inspection of property

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

## 45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

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

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

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

#### **46. Incomplete development of Community Title Scheme**

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

#### **47. Incomplete development of Lot**

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

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

#### **48. Required first or top sheet**

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

#### **49. Notice to Community Title Body Corporate**

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

#### **50. Section 56 Certificate**

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

## 51. Foreign Resident Withholding Tax

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

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

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

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

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

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

**Relevant Price** means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

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

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

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

## 52. Deposit by Instalments

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

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

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

52.3.1 5% of the Price by cheque on the Date of this Contract (**First Instalment**); and

52.3.2 the balance of the Deposit (if it has not already been paid) by unendorsed bank cheque on the Date for Completion (**Second Instalment**);

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

52.4 The Deposit becomes the Seller's property on Completion or on the earlier termination of this Contract by the Seller for the Buyer's default.

52.5 If the First Instalment of the Deposit is:

52.5.1 not paid on time and in accordance with clause 52.3; or

52.5.2 paid by cheque and the cheque is not honoured on first presentation,

the Buyer is in default and the Seller may terminate this Contract immediately by written notice to the Buyer (without the notice otherwise necessary under clause 18) and clause 19 applies. If the Seller does not terminate this Contract in accordance with this clause 52.5, then this Contract remains on foot, subject to this clause 52.5, until either the Seller terminates the Contract pursuant to this clause 52.5, or waives the benefit of this clause 52.5 pursuant to clause 52.8.

52.6 If the Second Instalment of the Deposit is not paid on time in accordance with clause 52.3, then the Seller cannot immediately terminate the Contract for the Buyer's breach of an essential condition. The Seller must make timing of the payment of the Second Instalment an essential condition of the Contract by serving on the Buyer a Default Notice requiring the Buyer to pay the Second Instalment within 14\* days after service of the Default Notice (excluding the date of service).

52.7 For clarity, the Buyer must pay the full Price to the Seller, on or before Completion.

52.8 These clauses 52.2 to 52.8 inclusive are for the benefit of the Seller. The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of these clauses 52.2 to 52.8 inclusive is waived.

## 53. Residential Withholding Tax

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

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

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

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

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

53.2 The Seller must provide the Buyer with the RW Amount Information no later than 7 days after the Date of this Contract.

53.3 If the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'no' or if no selection is made, the Seller warrants to the Buyer that the Buyer is not required to make a payment under section 14-250 in relation to the supply of the Property from the Seller to the Buyer.

53.4 The following clauses 53.5 to 53.9 inclusive only apply if the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'yes'.

53.5 Subject to any adjustments to the Price that may arise after the date that the RW Amount Information is provided in accordance with clause 53.2 and which affect the RW Amount, the Seller warrants to the Buyer on the date that the RW Amount Information is provided to the Buyer that the Seller has provided the Buyer with the information required under section 14 255 of the Withholding Law in relation to the supply of the Property from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.

53.6 The Buyer must provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO no later than:

53.6.1 21 days after a written request from the Seller; or

53.6.2 7 days prior to the Date for Completion, whichever is the earlier.

53.7 The Buyer must provide the Seller with evidence of submission by the Buyer to the ATO of the 'GST property settlement date confirmation online form', with such evidence to be provided prior to or on Completion.

\* Alter as necessary

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

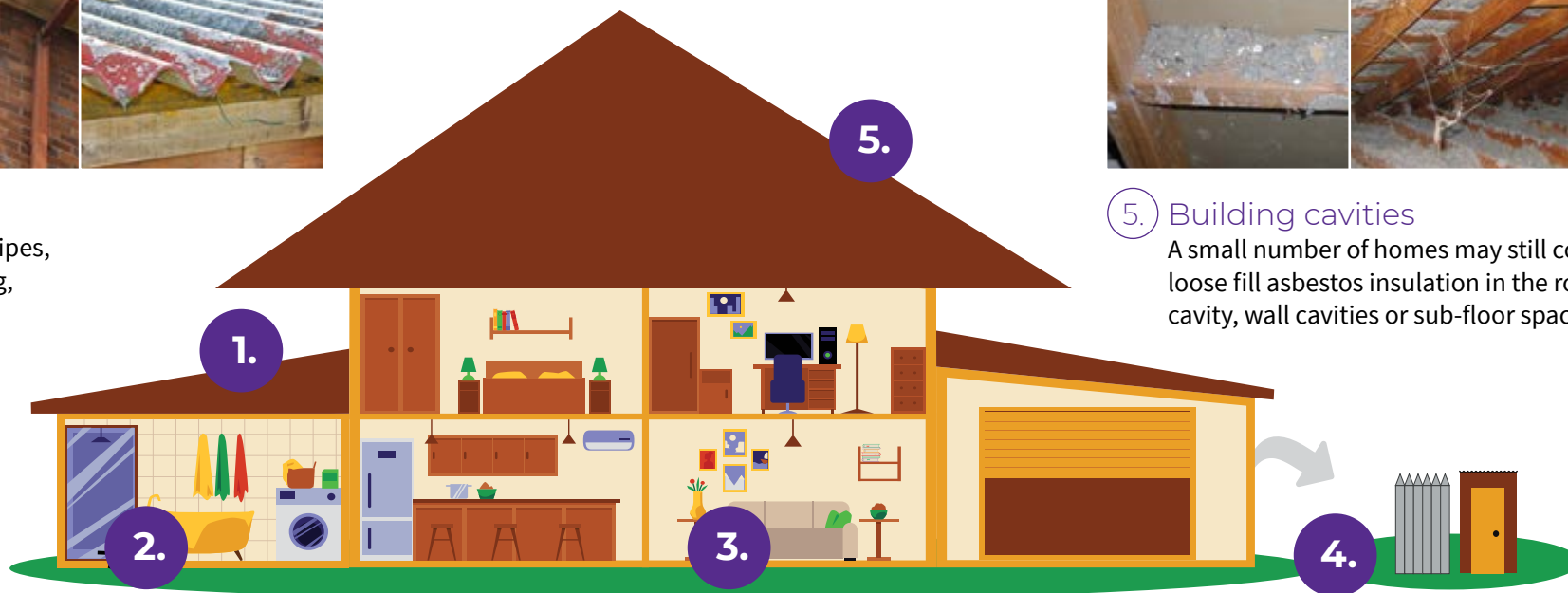
Unit 58 UP No. 2737  
Block 14 Section 58 Turner

# 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.

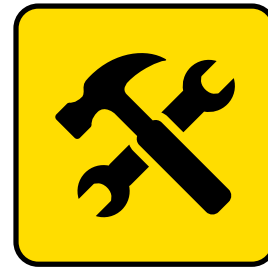
### Asbestos materials become dangerous when:



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.

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

**LAND**

Turner Section 58 Block 14 on Deposited Plan 9846 with 92 units on Unit Plan 2737

Unit 58 (Class A) entitlement 119 of 10000, 6 subsidiaries

Lease commenced on 12/11/2004, terminating on 15/12/2086

**Proprietor**

Damian Charles Vella

310/155 Northbourne Avenue Turner ACT 2612

Hanako Gabriel Sayers

310/155 Northbourne Avenue Turner ACT 2612

as Joint Tenants

**REGISTERED ENCUMBRANCES AND INTERESTS**

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

**Restrictions**

Purpose Clause: Refer Units Plan

S.180 Land Act 1991: Compliance/Completion Cert Issued

Registered Date	Dealing Number	Description
24/08/2022	3182630	Mortgage to COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

***End of interests***

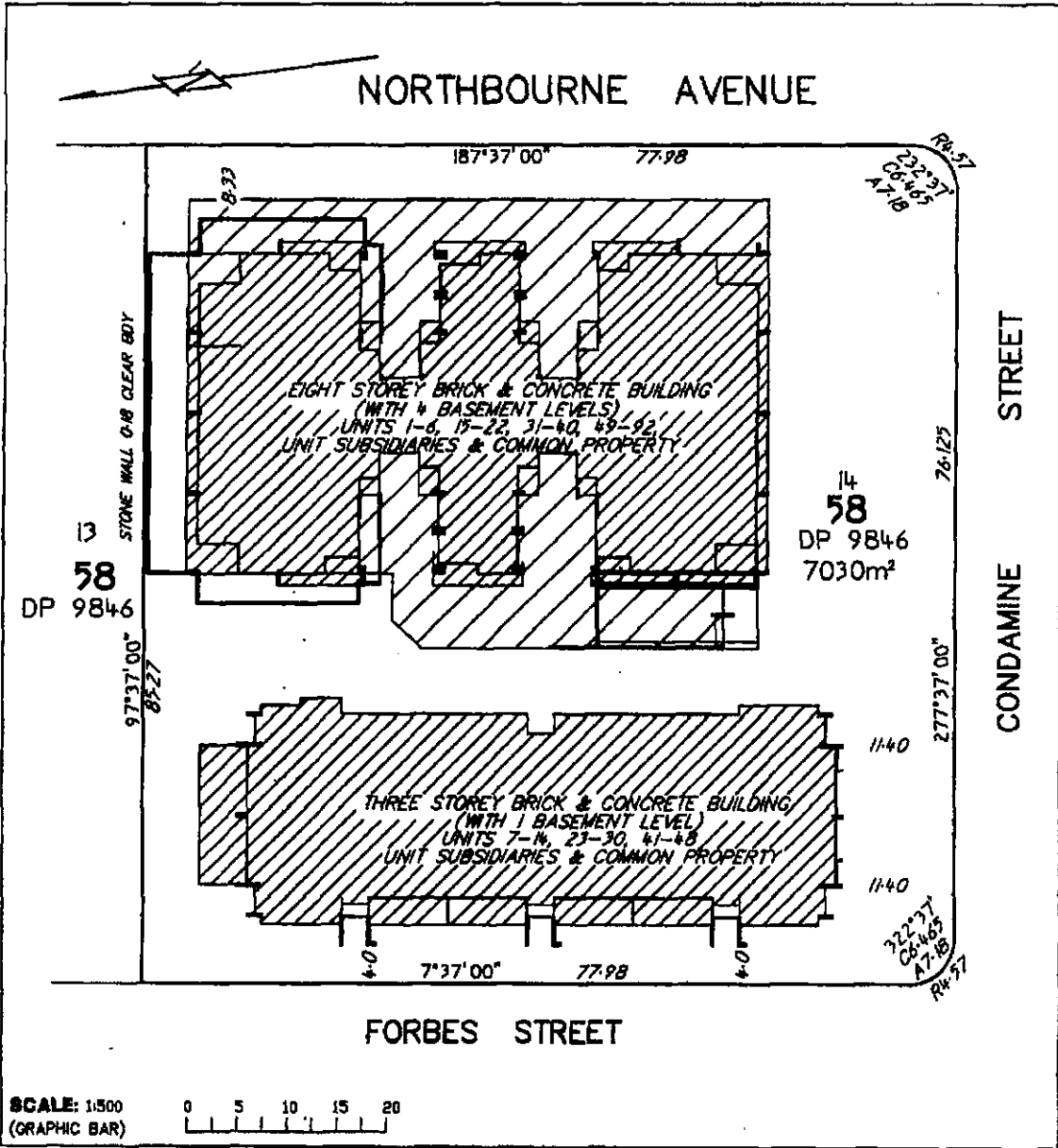
UNITS PLAN No 2737

1. LAND

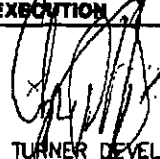
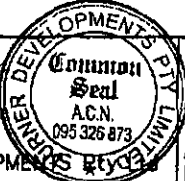

DISTRICT/DIVISION	SECTION	BLOCK
TURNER	58	14

2.  SITE PLAN  FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER ..... 4. CLASS OF UNIT (A OR B)..... A



5. EXECUTION

 TURNER DEVELOPMENTS Applicant	 Common Seal A.C.N. 095 326 873 REGISTERED SURVEYOR	Andrew Spain 2/11/04 ANDREW BLAIR SPAIN KLEVEN SPAIN Pty Ltd Registered Surveyor (please sign for site plan only)	 DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister
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XUP 18246

**SURVEYOR'S DECLARATION**

1. LAND

UNITS PLAN NO. 2737...

DISTRICT/DIVISION	SECTION	BLOCK	VOL:FOL	DEPOSITED PLAN NO.
TURNER	58	14	1649: 67	9846

2. NAME OF MANAGER/CORPORATION AND ADDRESS FOR SERVICE OF NOTICES

TURNER DEVELOPMENTS Pty Ltd  
P.O. Box 558  
JAMISON CENTRE ACT 2614

3. SURVEYOR'S DECLARATION

I, ANDREW BLAIR SPAIN  
of PO BOX 3977 WESTON CREEK ACT 2611

a surveyor registered under the Surveyor's Act 2001, hereby certify that -

1. the survey represented by the diagrams on forms 1A and 3 of this plan is accurate and has been made by me/under my immediate supervision (delete whichever is inapplicable) and was completed on 03/09/04

2. the said survey is in accordance with the following Acts -  
(a) Unit Titles Act 1970;  
(b) Land Titles (Unit Titles) Act 1970;  
(c) Land Titles Act 1925;  
and any regulations made under those Acts, and is in accordance with the Survey Practice Directions 2001.

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

OR

3. (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 any material 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, as an appurtenance to the parcel.

4. where an expression used in this form is defined in the Unit Titles Act 1970, that expression has the same meaning as in that Act.

Dated this THIRD day of SEPTEMBER 20 04

Andrew Spain  
Signature of Surveyor

4. APPROVAL UNDER UNIT TITLES ACT 1970

Approved under the Unit Titles Act 1970 as the Units Plan for the subdivision of the abovementioned parcel of land.

Dated this Ninth day of November 20 04

Dulce Lander  
DULCE LANDER  
a delegate of the Planning and Land Authority exercising its functions

CERTIFICATE OF REGISTRATION:

EXAMINED:	<u>[Signature]</u>
REGISTERED:	<u>NO</u>
DATE:	<u>12 NOV 2004</u>

## SCHEDULE OF UNIT ENTITLEMENTS

## UNITS PLAN NO. 2737

DISTRICT /DIVISION: TURNER.....SECTION: 58

BLOCK: 14

COLUMN 1			COLUMN 2	
UNIT NO.	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	CERTIFICATE OF TITLE	
			Volume	Folio
1	95	3	1710	71
2	104	5	1710	72
3	104	5	1710	73
4	95	3	1710	74
5	85	2	1710	75
6	90	1	1710	76
7	69	3	1710	77
8	74	3	1710	78
9	100	5	1710	79
10	104	5	1710	80
11	104	5	1710	81
12	100	5	1710	82
13	69	3	1710	83
14	66	3	1710	84
15	105	4	1710	85
16	104	3	1710	86
17	102	3	1710	87
18	95	4	1710	88
19	104	4	1710	89
20	100	3	1710	90
21	95	4	1710	91
22	95	4	1710	92
23	72	3	1710	93
24	68	3	1710	94
25	104	5	1710	95
26	110	6	1710	96
27	104	5	1710	97
28	101	5	1710	98
29	69	3	1710	99
30	73	3	1711	1
31	106	5	1711	2
32	102	4	1711	3
33	102	4	1711	4
34	104	4	1711	5
35	112	6	1711	6
36	106	5	1711	7
37	101	3	1711	8
38	105	4	1711	9

## SCHEDULE OF UNIT ENTITLEMENTS

UNITS PLAN NO. 2737

DISTRICT / DIVISION: ..TURNER.....SECTION: 58

BLOCK: 14

COLUMN 1			COLUMN 2	
UNIT NO.	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	CERTIFICATE OF TITLE	
			Volume	Folio
39	106	5	1711	10
40	117	6	1711	11
41	69	3	1711	12
42	66	3	1711	13
43	104	5	1711	14
44	110	6	1711	15
45	104	5	1711	16
46	109	5	1711	17
47	69	3	1711	18
48	66	3	1711	19
49	108	5	1711	20
50	104	4	1711	21
51	105	4	1711	22
52	102	5	1711	23
53	114	6	1711	24
54	108	5	1711	25
55	106	4	1711	26
56	106	4	1711	27
57	109	5	1711	28
58	119	6	1711	29
59	110	5	1711	30
60	110	4	1711	31
61	108	4	1711	32
62	112	5	1711	33
63	119	7	1711	34
64	113	5	1711	35
65	108	4	1711	36
66	110	4	1711	37
67	117	6	1711	38
68	122	7	1711	39
69	113	6	1711	40
70	110	5	1711	41
71	113	4	1711	42
72	113	5	1711	43
73	119	7	1711	44
74	178	6	1711	45
75	127	5	1711	46

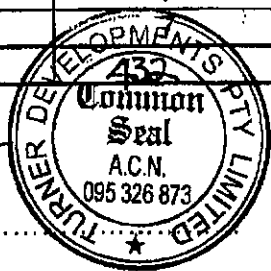
**SCHEDULE OF UNIT ENTITLEMENTS**

**UNITS PLAN NO. 2737**

DISTRICT /DIVISION: ...TURNER.....SECTION: 58

BLOCK: 14

COLUMN 1			COLUMN 2	
UNIT NO.	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	CERTIFICATE OF TITLE	
			Volume	Folio
76	113	5	1711	47
77	125	7	1711	48
78	115	6	1711	49
79	114	5	1711	50
80	122	5	1711	51
81	117	5	1711	52
82	125	6	1711	53
83	181	5	1711	54
84	118	6	1711	55
85	119	6	1711	56
86	130	6	1711	57
87	189	7	1711	58
88	191	7	1711	59
89	127	6	1711	60
90	191	7	1711	61
91	189	7	1711	62
92	133		1711	63
Aggregate 10 000				



Lessee  
*[Signature]*

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 1710 Folio 70

Column 1 above is the schedule of unit entitlement approved for the subdivision.  
 Dated this Ninth Day of November 20 04  
*[Signature]*  
**DULCE LANDER**  
 Delegate of the Authority/Executive

*[Signature]*  
**Michael Ockwell**  
 Registrar-General  
 Deputy Registrar-General



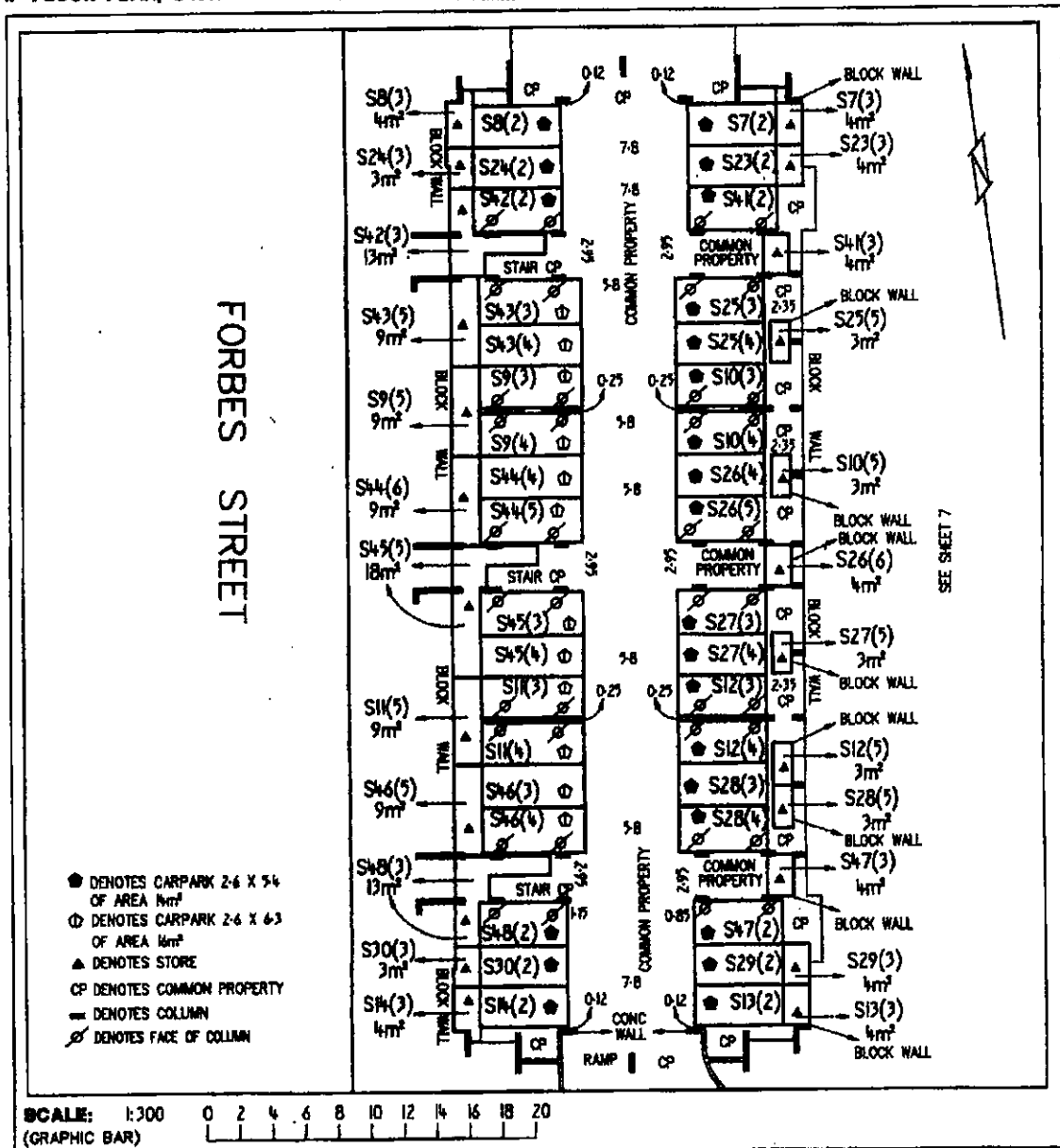
UNITS PLAN No 2757

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
TURNER	58	14

2.  SITE PLAN  FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT 0 4. CLASS OF UNIT (A OR B) A



6. EXECUTION

<p>TURNER DEVELOPMENTS Applicant</p>	<p>Registered Surveyor (please sign for site plan only)</p>	<p><i>D Lander</i>  <b>DULCE LANDER</b>          a delegate of the Planning and Land Authority in exercise of its functions          Delegate of the Minister</p>
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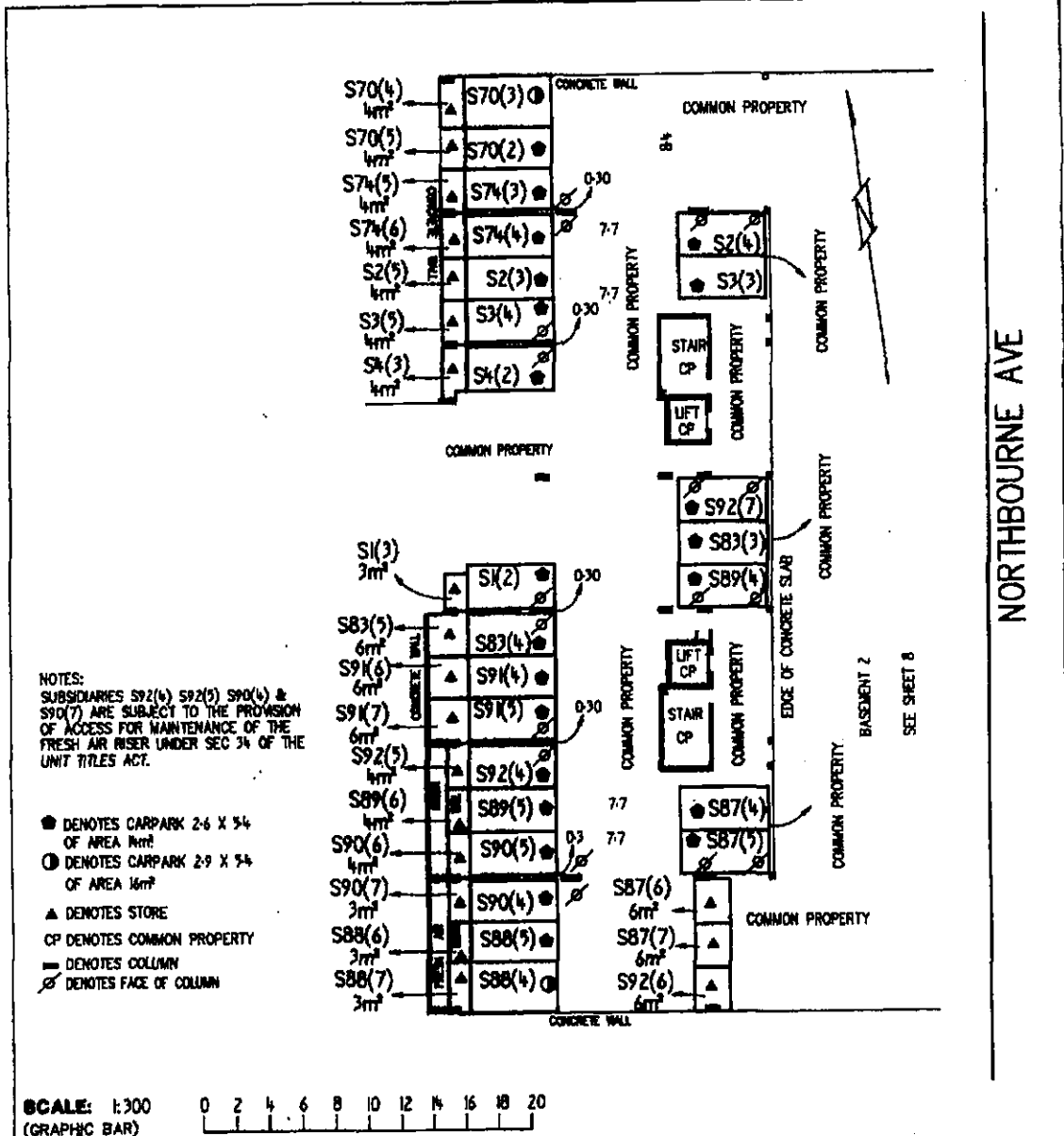
UNITS PLAN No 2737

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
TURNER	58	14

2.  SITE PLAN  FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT. 1 4. CLASS OF UNIT (A OR B) A



5. EXECUTION

<p>TURNER DEVELOPMENTS Applicant</p>	<p>               Registered Surveyor (please sign for site plan only)         </p>	<p>               DULCE LANDER              a delegate of the Planning and Land Authority in exercising its functions              Delegate of the Minister         </p>
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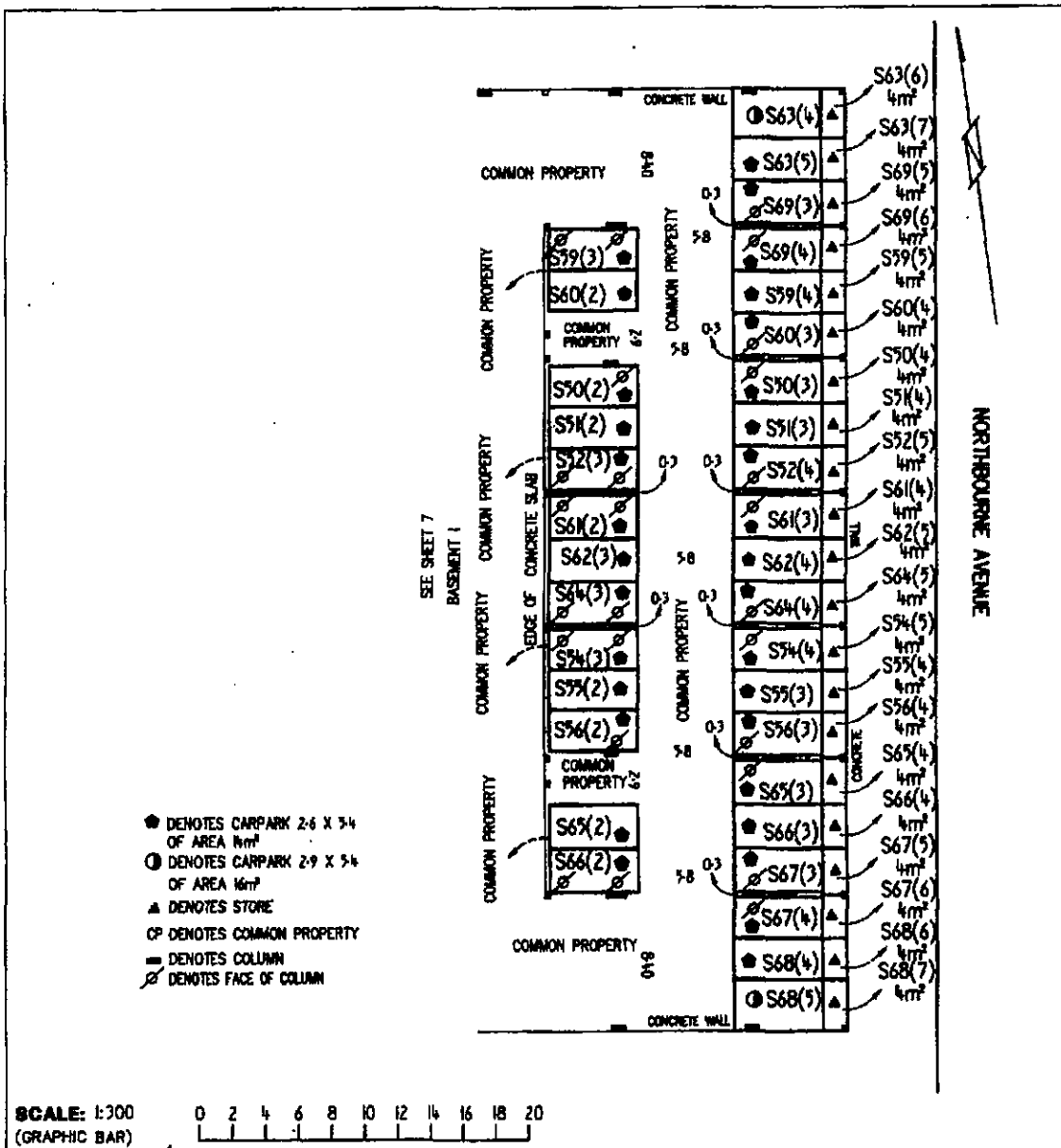
UNITS PLAN No 2737

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
TURNER	58	14

2.  SITE PLAN  FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT 2 4. CLASS OF UNIT (A OR B) A



- DENOTES CARPARK 2.6 X 3.4 OF AREA 16m<sup>2</sup>
- DENOTES CARPARK 2.9 X 5.4 OF AREA 16m<sup>2</sup>
- ▲ DENOTES STORE
- CP DENOTES COMMON PROPERTY
- DENOTES COLUMN
- ▬ DENOTES FACE OF COLUMN

5. EXECUTION

<p>TURNER DEVELOPMENTS Pty Ltd Applicant</p>  	<p>Registered Surveyor (please sign for site plan only)</p>	<p>D Dulce Lander DULCE LANDER a delegate of the Planning and Land Department of the Government of Western Australia</p> 
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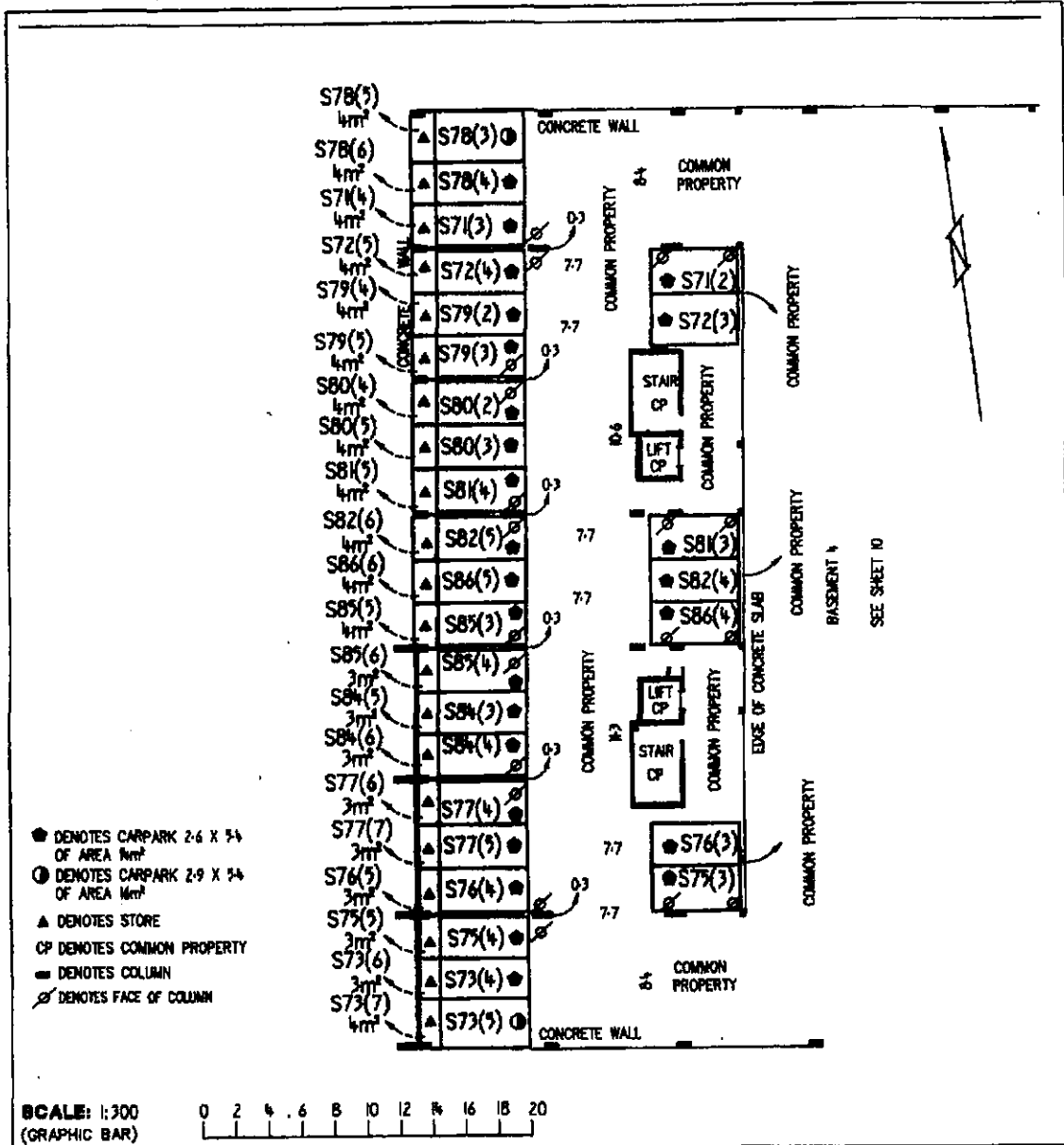
UNITS PLAN No. 2737

1. LAND

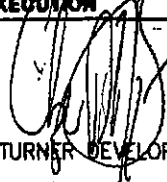
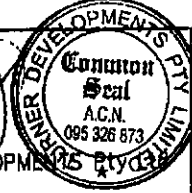
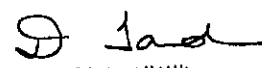
DISTRICT/DIVISION	SECTION	BLOCK
TURNER	58	14

2.  SITE PLAN  FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT 2 4. CLASS OF UNIT (A OR B) A



6. EXECUTION

  TURNER DEVELOPMENTS PTY LTD Applicant	Registered Surveyor (please sign for site plan only)	 BRUCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister
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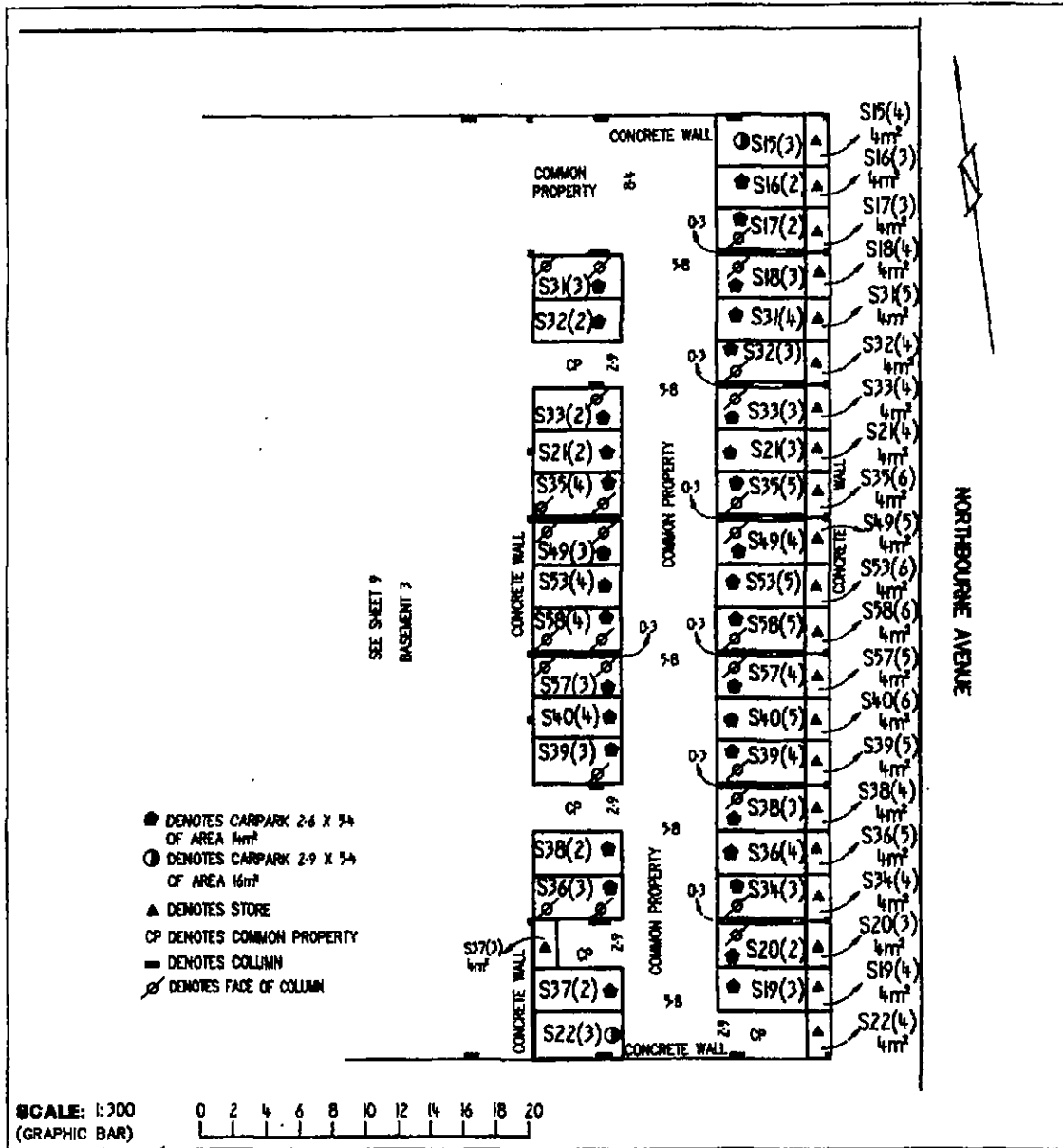
UNITS PLAN No 2737

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
TURNER	58	14

2.  SITE PLAN  FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT 4 4. CLASS OF UNIT (A OR B) A



5. EXECUTION

<p>TURNER DEVELOPMENTS Pty Ltd Applicant</p>	<p>Common Seal ACN 095 326 873 Registered Surveyor (please sign for site plan only)</p>	<p><i>D Lander</i> DULCE LANDER a delegate of the Planning and Land Authority in exercising its function Delegate of the Minister</p>
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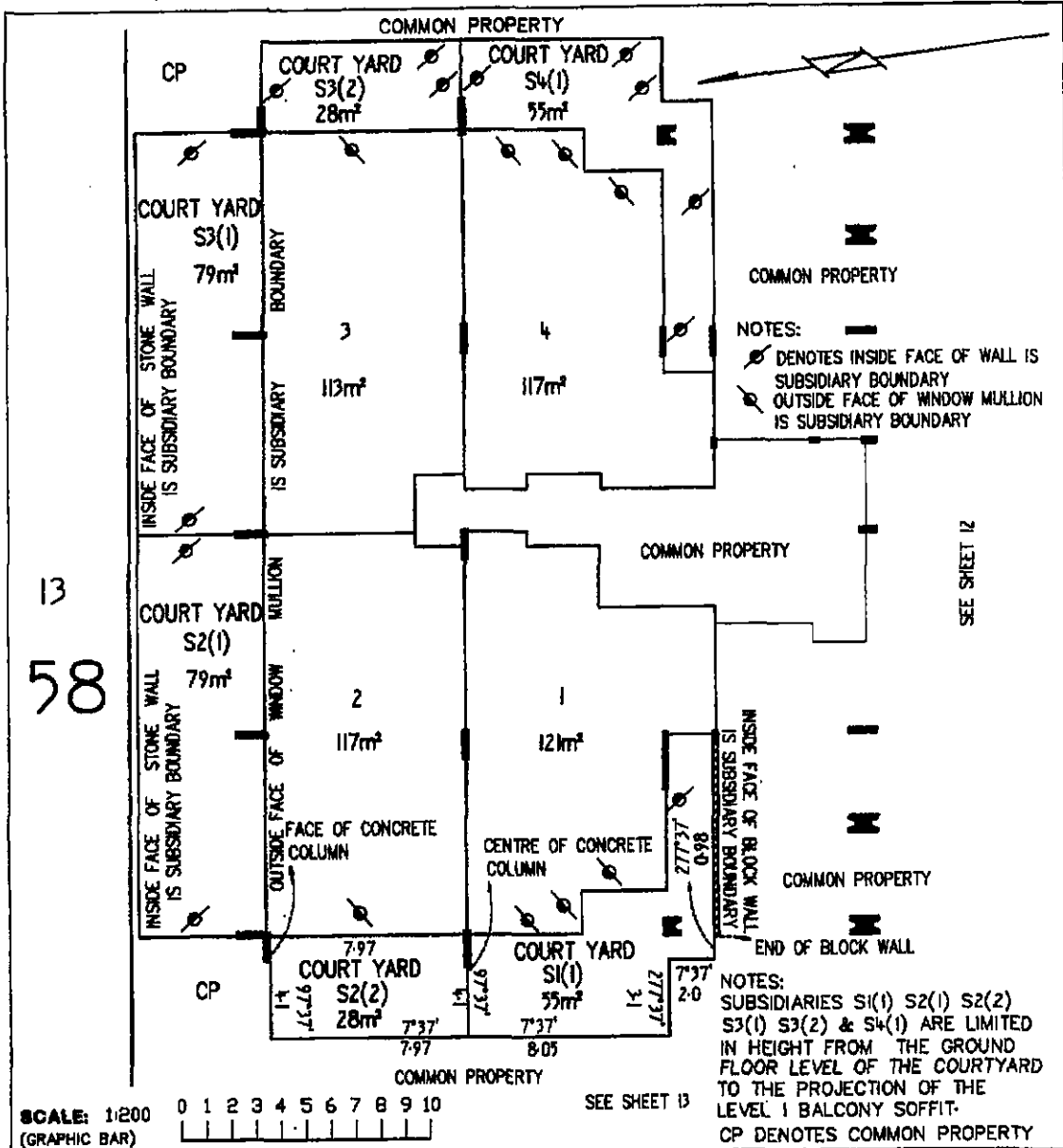
UNITS PLAN No 2737

1. LAND

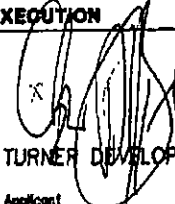
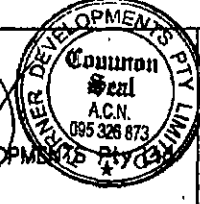

DISTRICT/DIVISION	SECTION	BLOCK
TURNER	58	14

2.  SITE PLAN  FLOOR PLAN (Mark appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER GROUND 4. CLASS OF UNIT (A OR B) A



5. EXECUTION

 <p>TURNER DEVELOPMENTS PTY LTD Applicant</p>  <p>Common Seal A.C.N. 095 328 873</p>	 <p>DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister</p>
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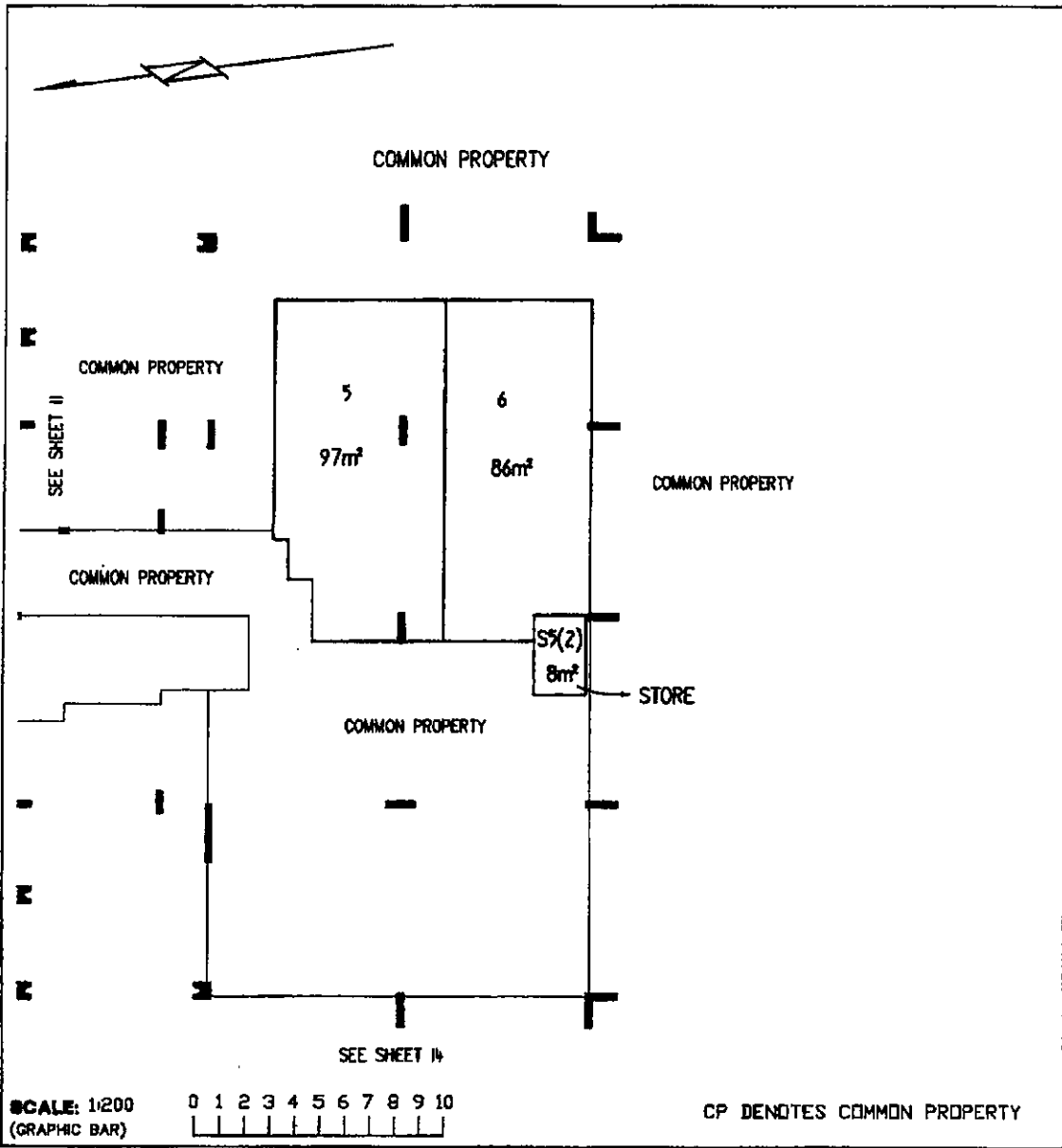
UNITS PLAN No. 2737

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
TURNER	58	14

2.  SITE PLAN  FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER GROUND 4. CLASS OF UNIT (A OR B) A



5. EXECUTION

<p>TURNER DEVELOPMENTS Applicant</p> 	<p>Registered Surveyor (please sign for site plan only)</p>	<p><i>D Lander</i> DULCE LANDER a delegate of the Planning and Land Authority in exercising its function Delegate of the Authority</p>
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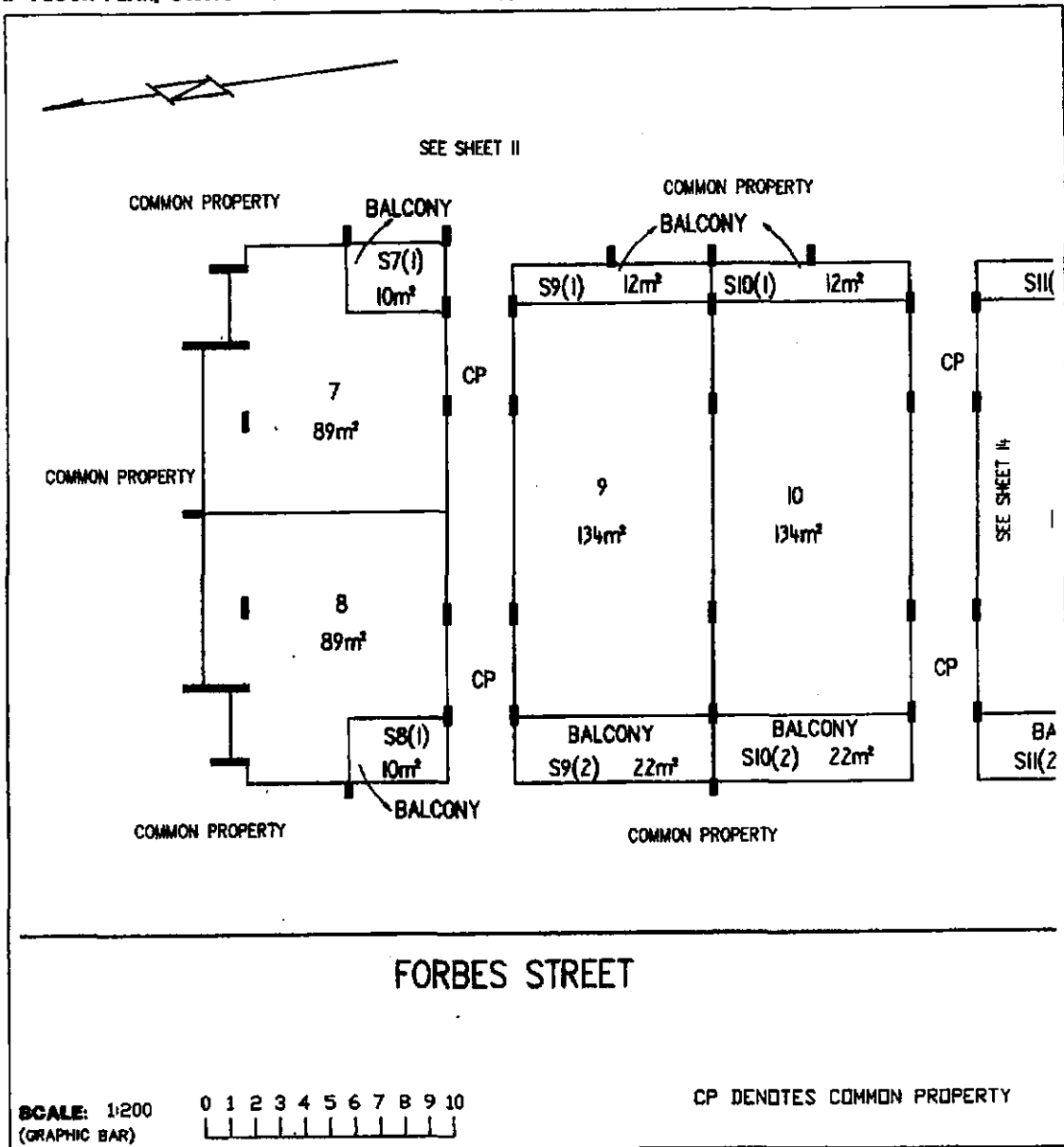
UNITS PLAN No 2737

1. LAND

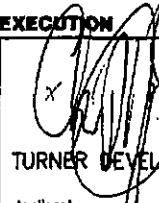
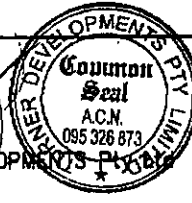
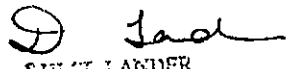
DISTRICT/DIVISION	SECTION	BLOCK
TURNER	58	14

2.  SITE PLAN  FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER GROUND 4. CLASS OF UNIT (A OR B) A



5. EXECUTION

 <p>TURNER DEVELOPMENTS PTY LTD</p> <p>Applicant</p>	 <p>Common Seal ACN 095 326 873</p> <p>Registered Surveyor (please sign for site plan only)</p>	 <p>FRANK LANDER a delegate of the Planning and Land Authority in exercising its function Delegate of the Minister</p>
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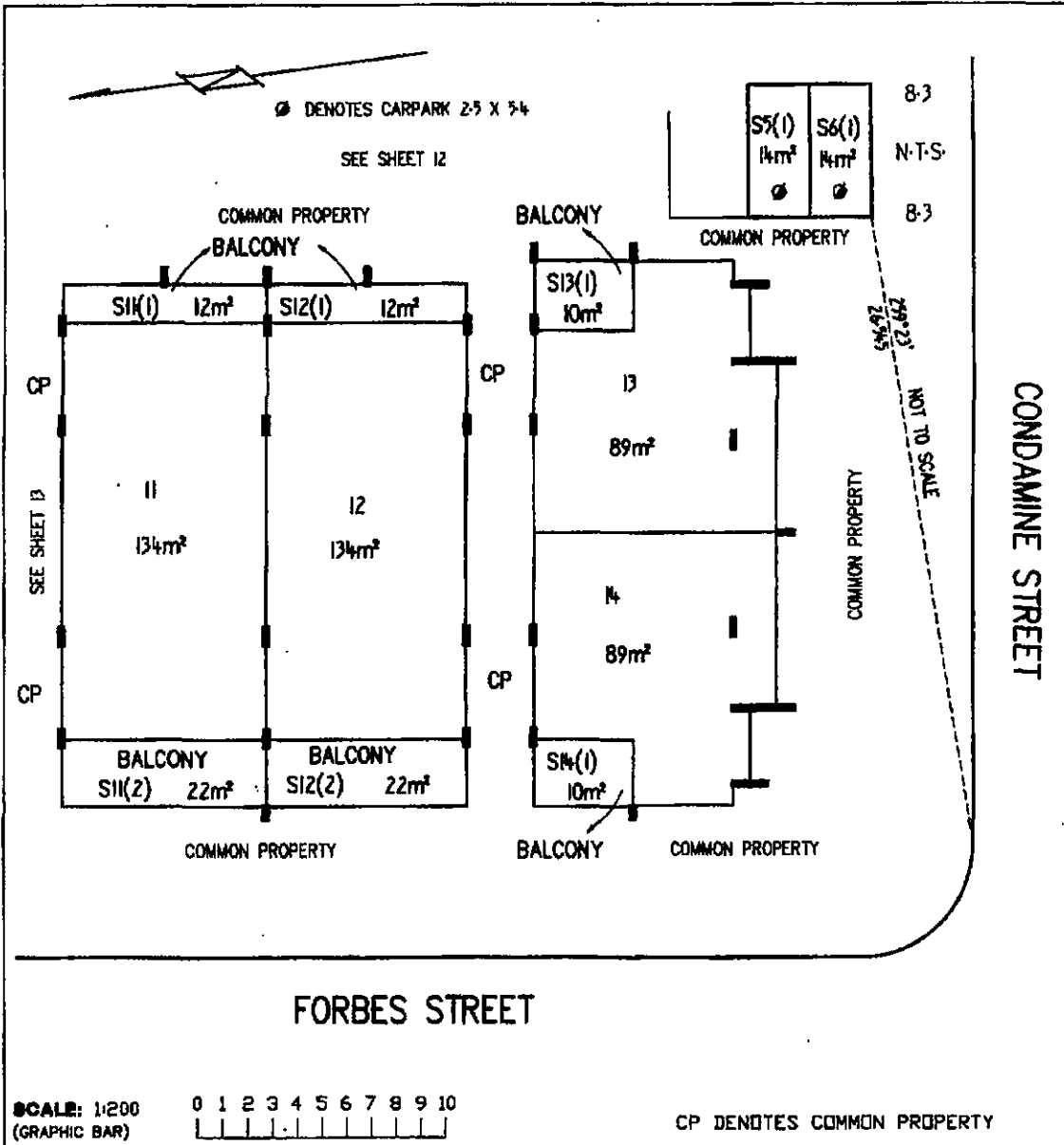
UNITS PLAN No 2737

1 LAND

DISTRICT/DIVISION	SECTION	BLOCK
TURNER	58	14

2.  SITE PLAN  FLOOR PLAN (Mark appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER GROUND 4. CLASS OF UNIT (A OR B) A



5. EXECUTION

<p>TURNER DEVELOPMENTS Pty Ltd Applicant</p>	<p>Common Seal A.C.N. 095 326 873 TURNER DEVELOPMENTS PTY LTD</p> <p>Registered Surveyor (please sign for site plan only)</p>	<p>DULCE LANDER a delegate of the Planning and Land Authority in exercising its function Delegate of the Minister</p>
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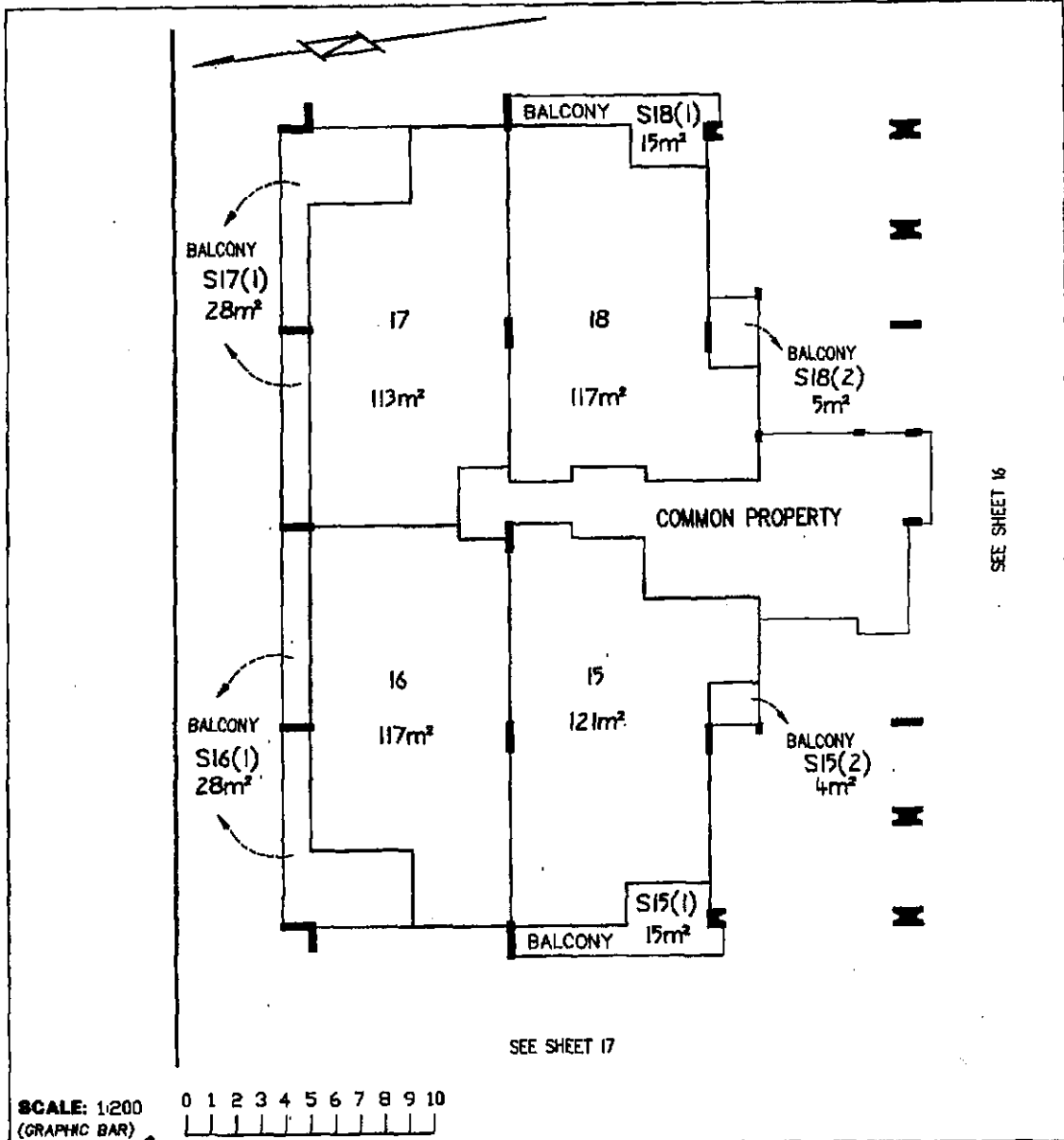
UNITS PLAN No. 2337

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
TURNER	58	14

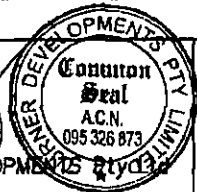
2.  SITE PLAN  FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER FIRST 4. CLASS OF UNIT (A OR B) A



5. EXECUTION

TURNER DEVELOPMENTS PTY LTD  
 Applicant  
 Registered Surveyor (please sign for site plan only)



*D Lander*  
 DULCE LANDER

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

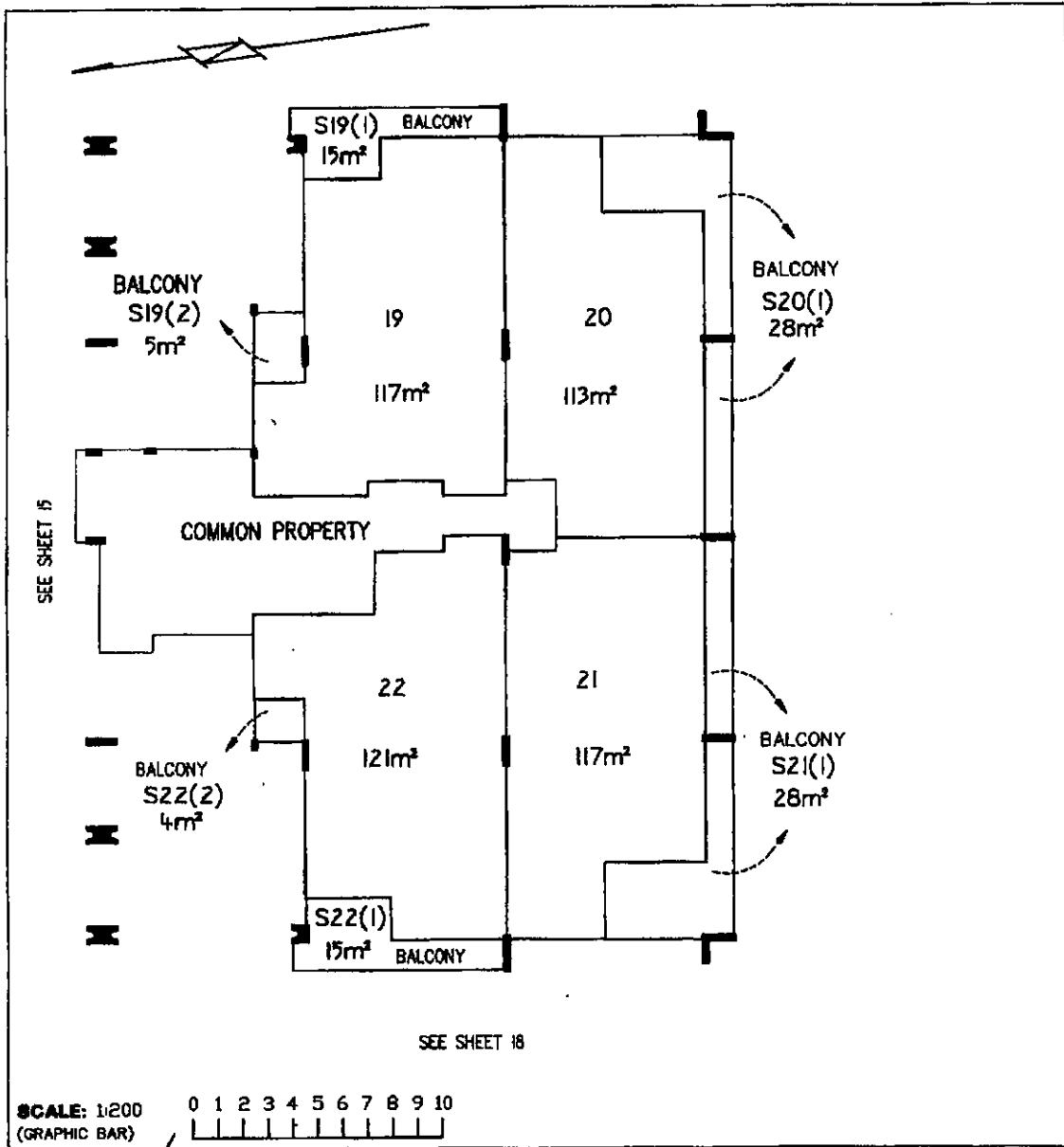
UNITS PLAN No. 2787

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
TURNER	58	14

2.  SITE PLAN  FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER FIRST 4. CLASS OF UNIT (A OR B) A



5. EXECUTION

<p>TURNER DEVELOPMENTS PTY LTD Applicant</p>	<p>Registered Surveyor (please sign for site plan only)</p>	<p><i>D. Lander</i> DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister</p>
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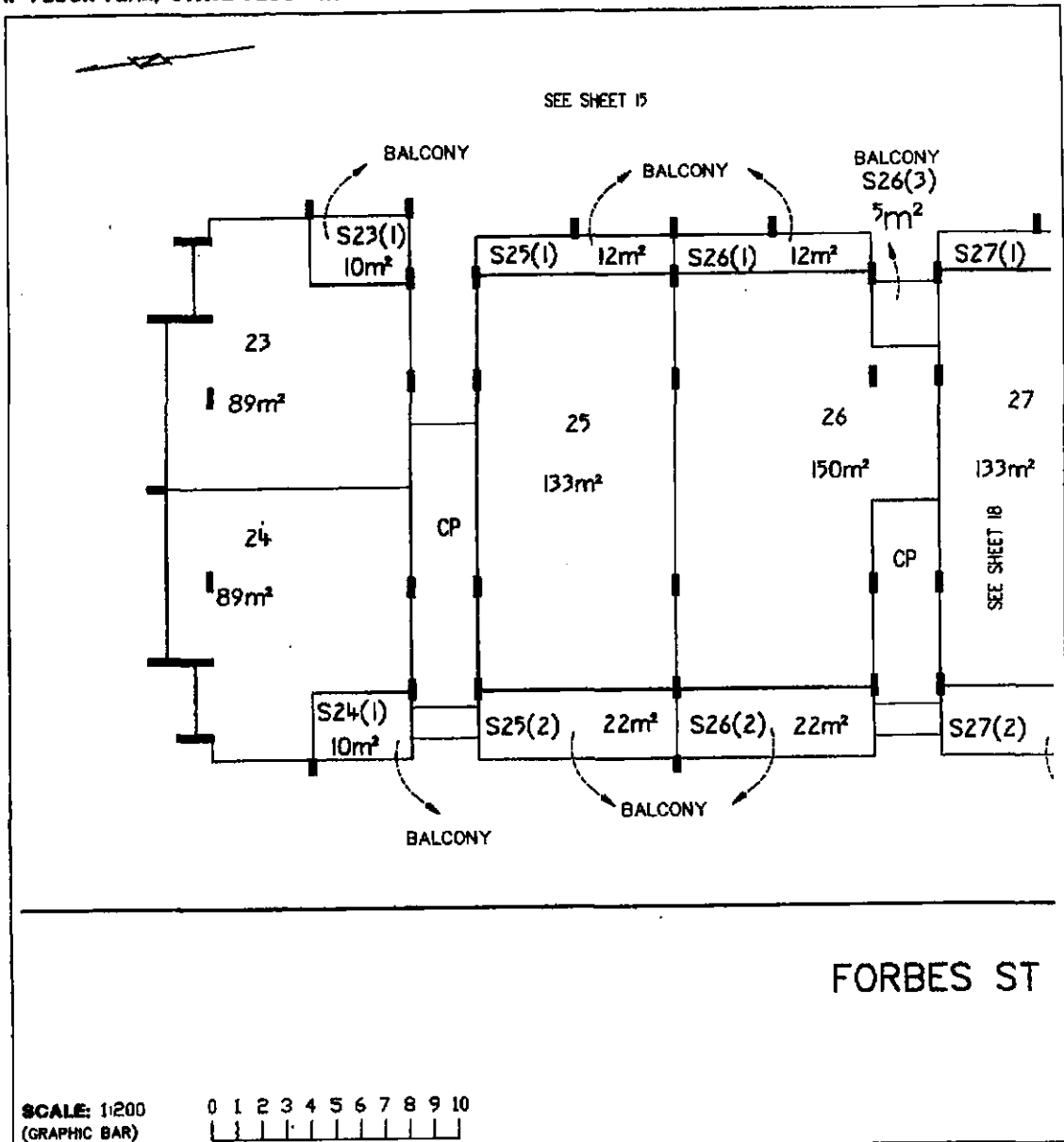
UNITS PLAN No. 2237

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
TURNER	58	14

2.  SITE PLAN  FLOOR PLAN (Mark appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER FIRST 4. CLASS OF UNIT (A OR B) A



5. EXECUTION

<p>TURNER DEVELOPMENTS PTY LTD Applicant</p>	<p>Common Seal A.C.N. 095 328 873 TURNER DEVELOPMENTS PTY LTD Registered Surveyor (please sign for site plans only)</p>	<p>DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister</p>
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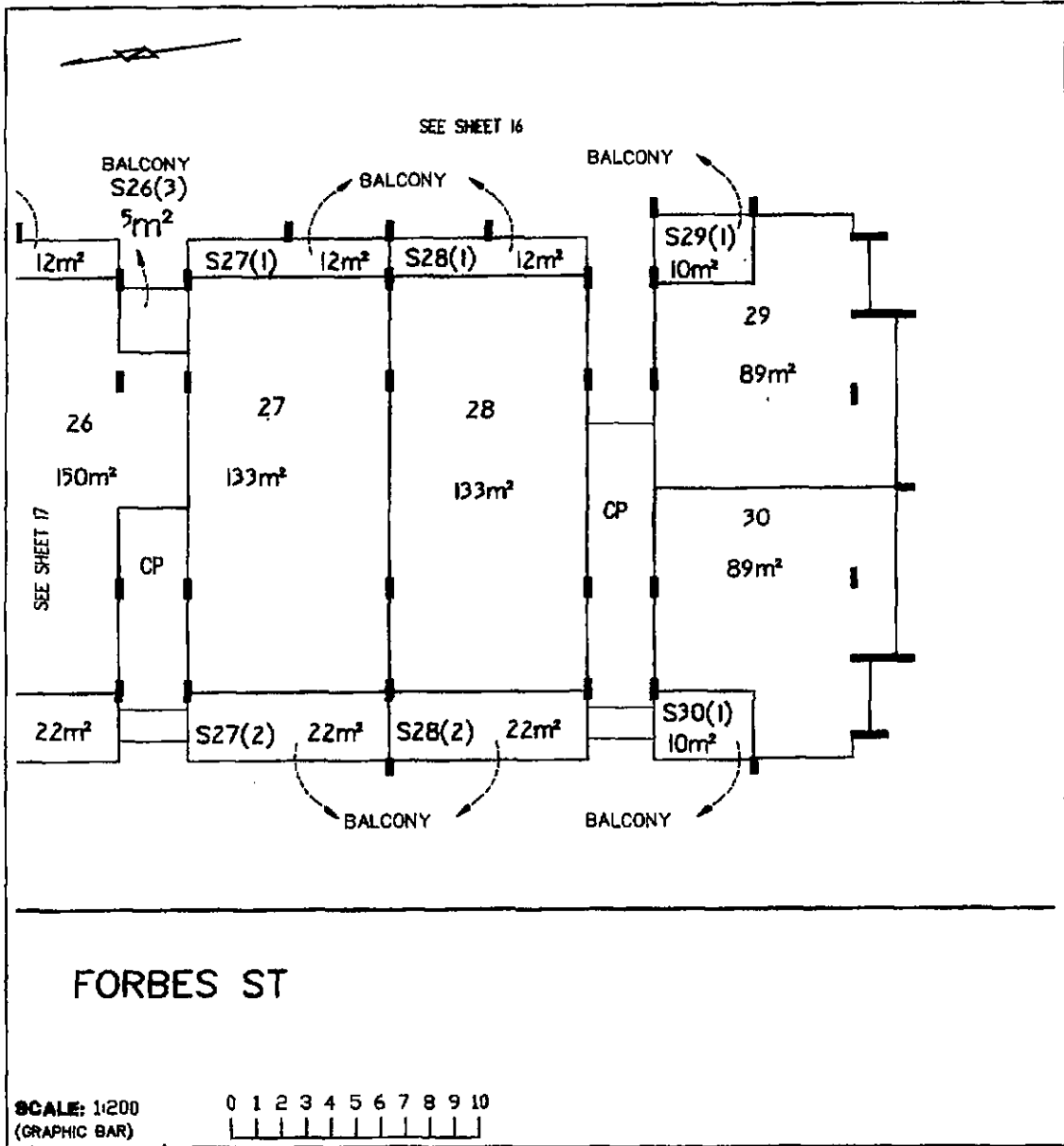
UNITS PLAN No. 2287

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
TURNER	58	14

2.  SITE PLAN  FLOOR PLAN (Mark appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER FIRST 4. CLASS OF UNIT (A OR B) A



6. EXECUTION

<p>Applicant</p> <p><i>[Signature]</i></p> <p>TURNER DEVELOPMENTS</p>	<p>Common Seal</p> <p>ACN 085 326 873</p> <p>TURNER DEVELOPMENTS PTY LTD</p> <p>Registered Surveyor (please sign for alle plan only)</p>	<p><i>[Signature]</i></p> <p>DULCE LANDER</p> <p>delegate of the Planning and Land</p> <p>Authority</p> <p>Delegate of the Minister</p>
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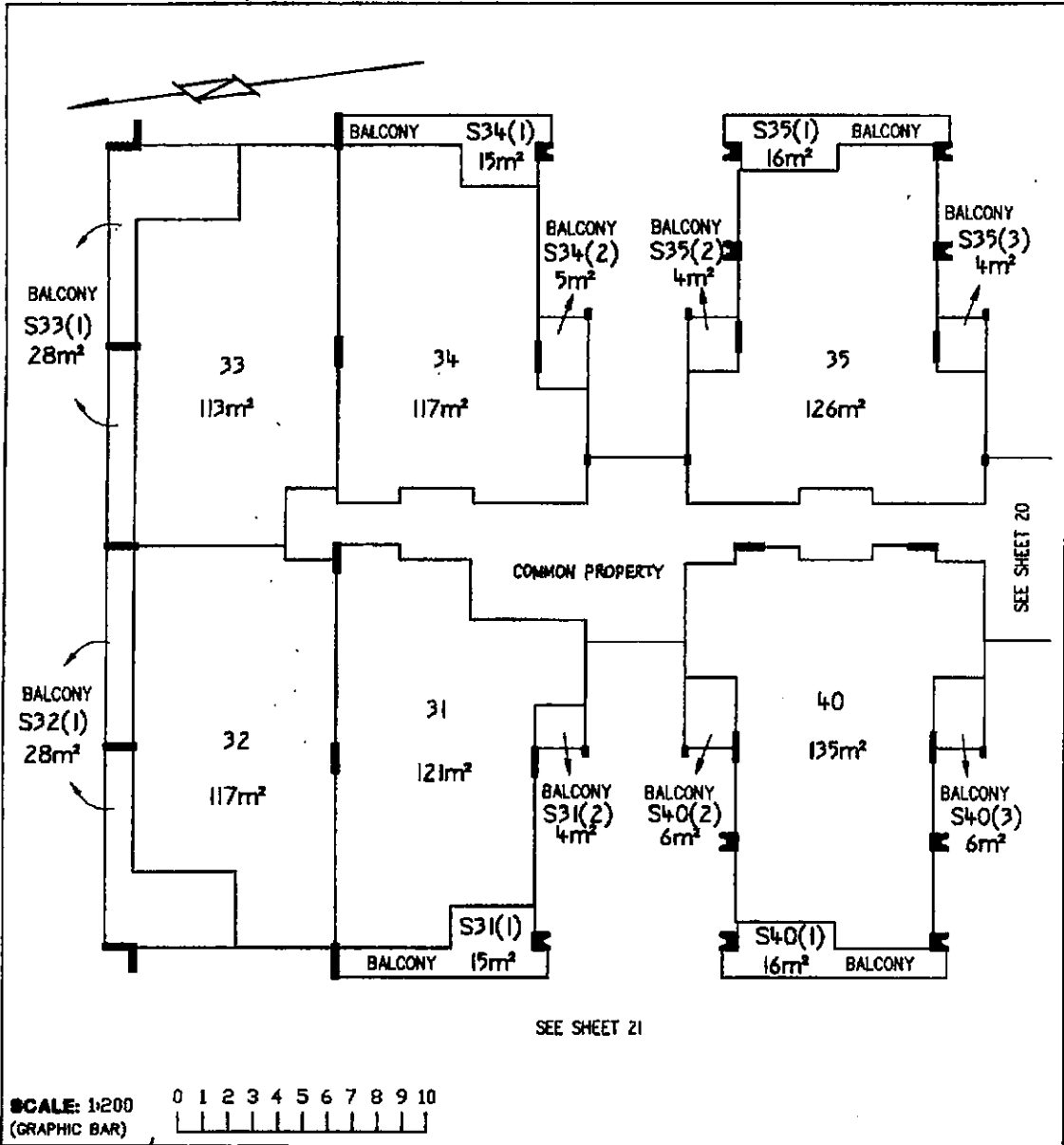
UNITS PLAN No 2737

1. LAND

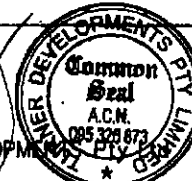
DISTRICT	SECTION	BLOCK
TURNER	58	14

2.  SITE PLAN  FLOOR PLAN (Mark appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER SECOND 4. CLASS OF UNIT (A OR B) A



5. EXECUTION

<p>TURNER DEVELOPMENTS PTY LIMITED Applicant</p> 	<p>Registered Surveyor (please sign for site plan only)</p>	<p><i>D Lander</i> DULCE LANDER a delegate of the Planning and Land Authority in exercise of functions Delegated of the Minister</p>
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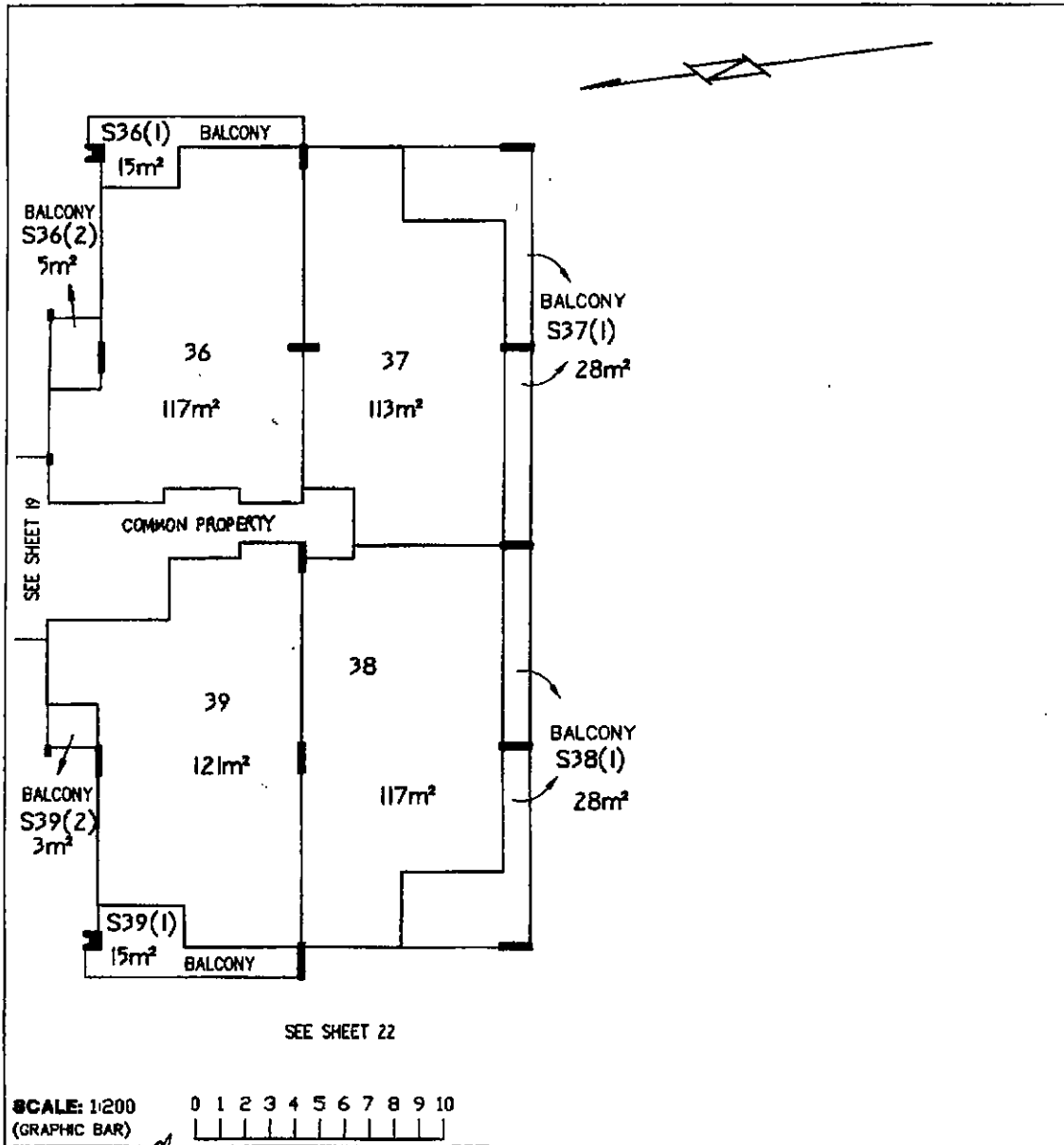
UNITS PLAN No 2727

1. LAND

DISTRICT	SECTION	BLOCK
TURNER	58	14

2.  SITE PLAN  FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER SECOND 4. CLASS OF UNIT (A OR B) A



5. EXECUTION

 Applicant	 Registered Surveyor (please sign for site plan only)	 DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister
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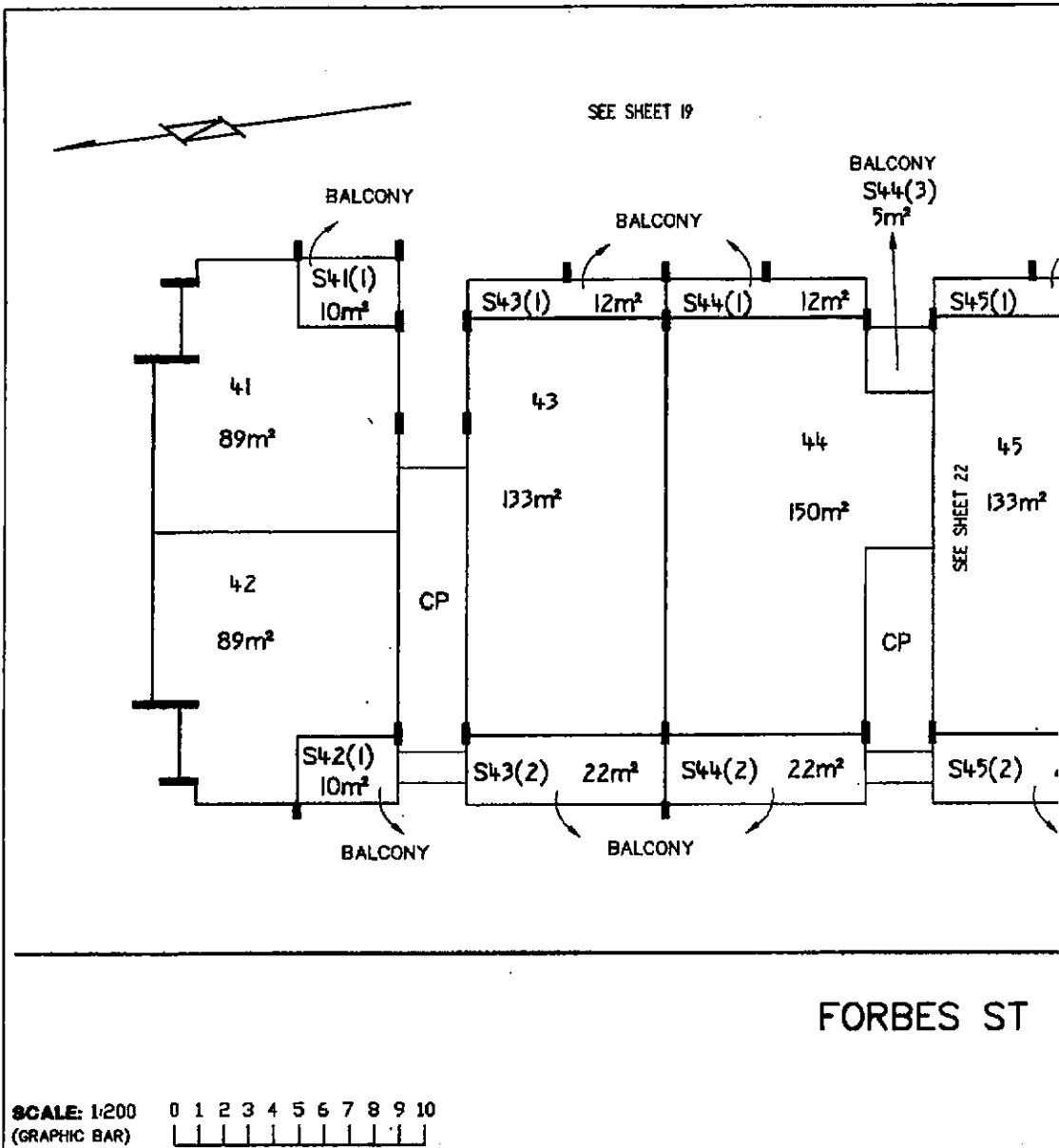
**UNITS PLAN No** 2737

1. LAND



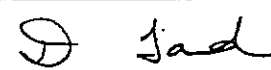
DISTRICT	SECTION	BLOCK
TURNER	58	14

2.  SITE PLAN       FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER SECOND      4. CLASS OF UNIT (A OR B) A



5. EXECUTION

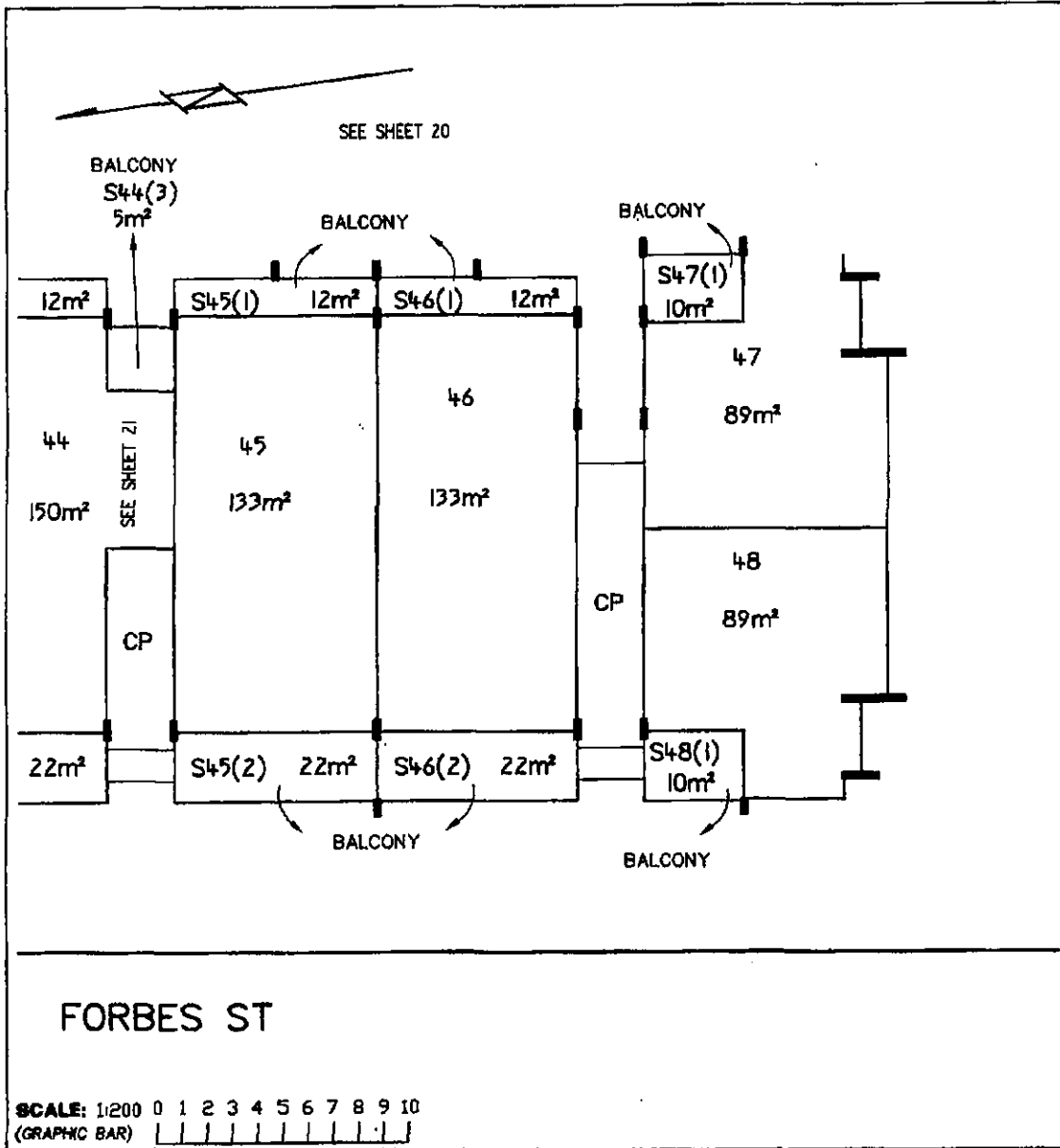
 TURNER DEVELOPMENTS Pty Ltd Applicant	 Common Seal A.C.N. 085 326 873 Registered Surveyor (please sign for site plan only)	 DULCE LANDER a delegate of the Planning and Land Authority Delegate of the Minister
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UNITS PLAN No 2787

1. LAND

DISTRICT	SECTION	BLOCK
TURNER	58	14

2.  SITE PLAN       FLOOR PLAN (tick appropriate box)
3. IF FLOOR PLAN, STATE FLOOR NUMBER SECOND      4. CLASS OF UNIT (A OR B) A



5. EXECUTION

<p><i>[Signature]</i> TURNER DEVELOPMENTS Applicant</p>	<p>TURNER DEVELOPMENTS PTY LIMITED Common Seal A.C.N. 095 328 873</p>	<p><i>[Signature]</i> DULCE LANDER a delegate of the Planning and Land Authority Delegate of the Minister</p>
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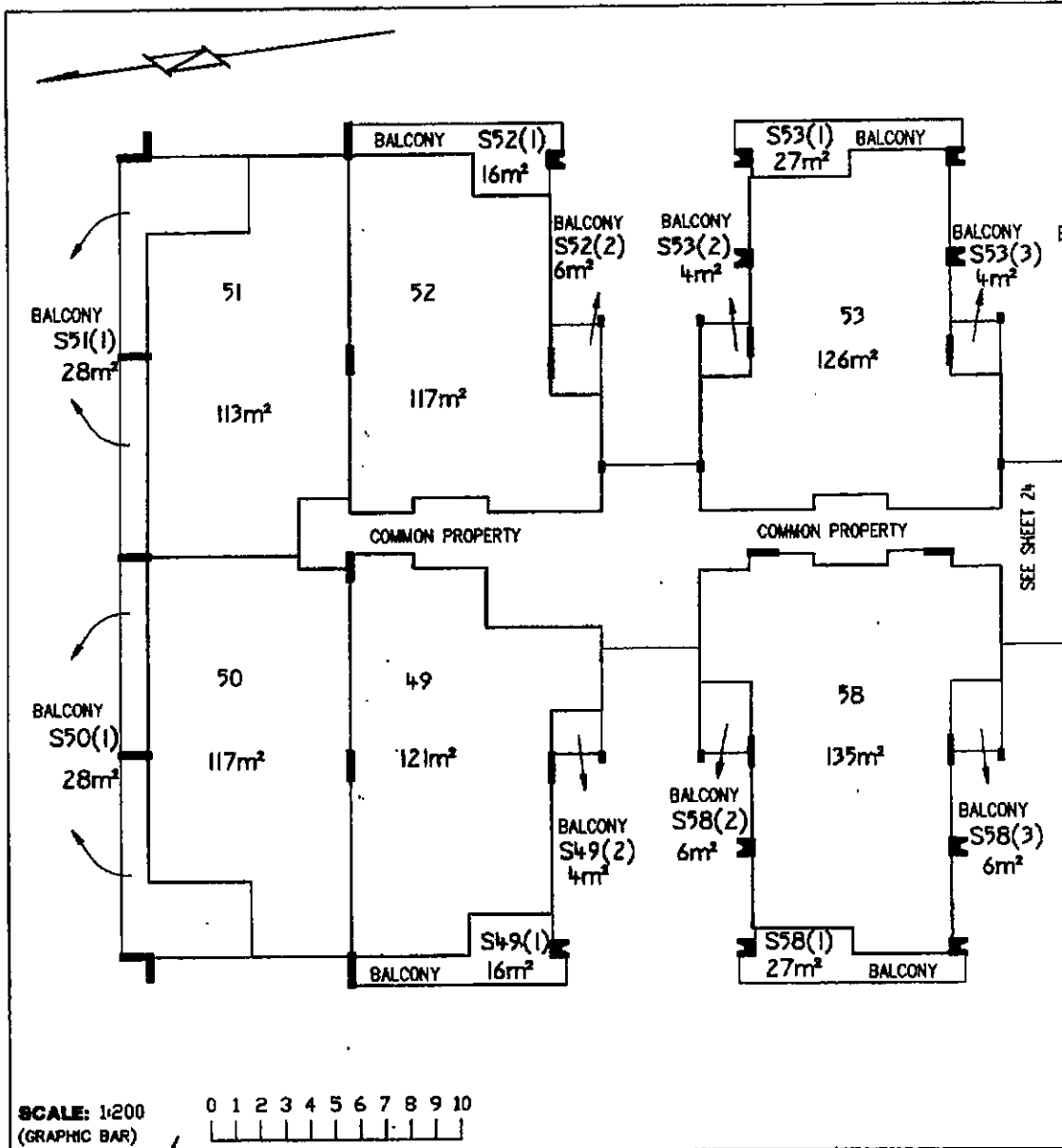
**UNITS PLAN No 2737**

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
TURNER	58	14

2.  SITE PLAN  FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER THIRD 4. CLASS OF UNIT (A OR B) A



6. EXECUTION

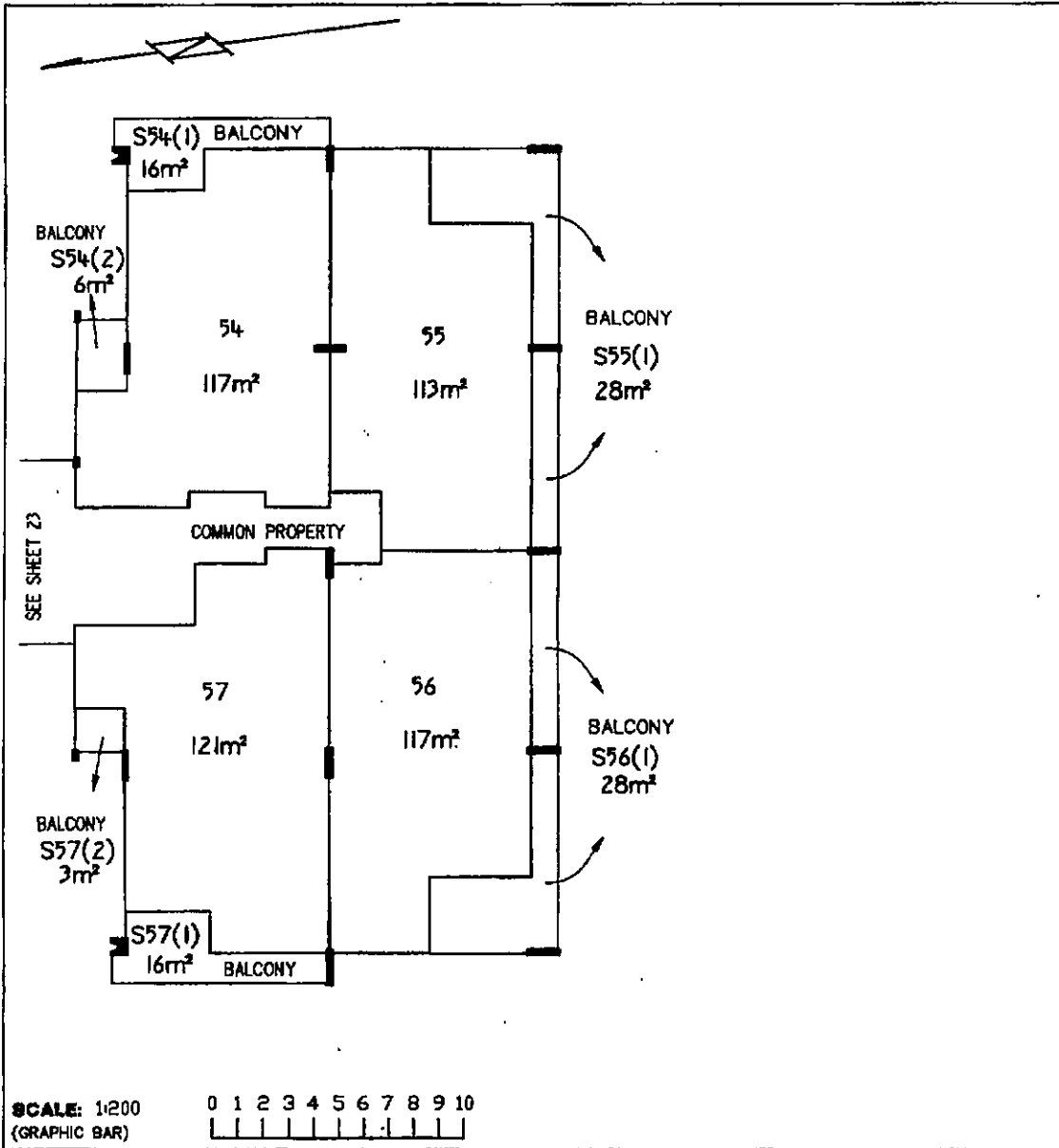
<p>TURNER DEVELOPMENTS PTY LTD Applicant</p>	<p>Registered Surveyor (please sign for site plan only)</p>	<p><i>D Lander</i> DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister</p>
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**UNITS PLAN No** 2737

**1. LAND**

DISTRICT/DIVISION	SECTION	BLOCK
TURNER	58	14

2.  SITE PLAN       FLOOR PLAN (tick appropriate box)  
 3. IF FLOOR PLAN, STATE FLOOR NUMBER THIRD      4. CLASS OF UNIT (A OR B) A



**5. EXECUTION**

<p><i>[Signature]</i> TURNER DEVELOPMENTS Applicant</p>	<p><b>Common Seal</b> AC.N. 095 326 873 TURNER DEVELOPMENTS PTY LTD</p>	<p><i>[Signature]</i> Registered Surveyor (please sign for site plan only)</p>	<p><i>[Signature]</i> <b>DULCE LANDER</b> is delegate of the Planning and Land Authority in exercising its functions Delegata of the Minister</p>
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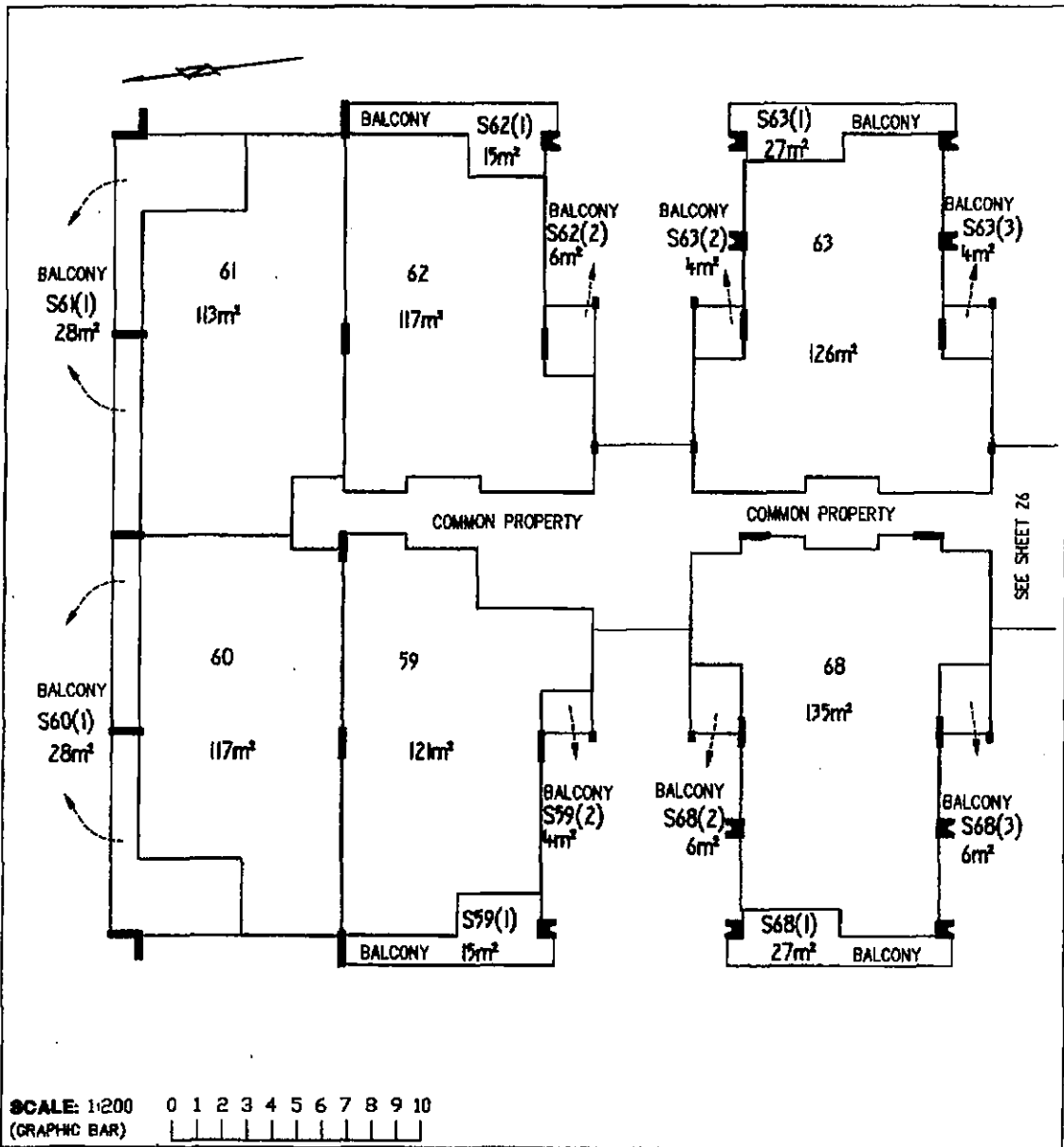
UNITS PLAN No. 2737

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
TURNER	58	14

2.  SITE PLAN  FLOOR PLAN (Mark appropriate box)

3.  FLOOR PLAN, STATE FLOOR NUMBER FOURTH 4. CLASS OF UNIT (A OR B) A



5. EXECUTION

<p>TURNER DEVELOPMENT Applicant</p>	<p>Registered Surveyor (please sign for site plan only)</p>	<p>DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister</p>
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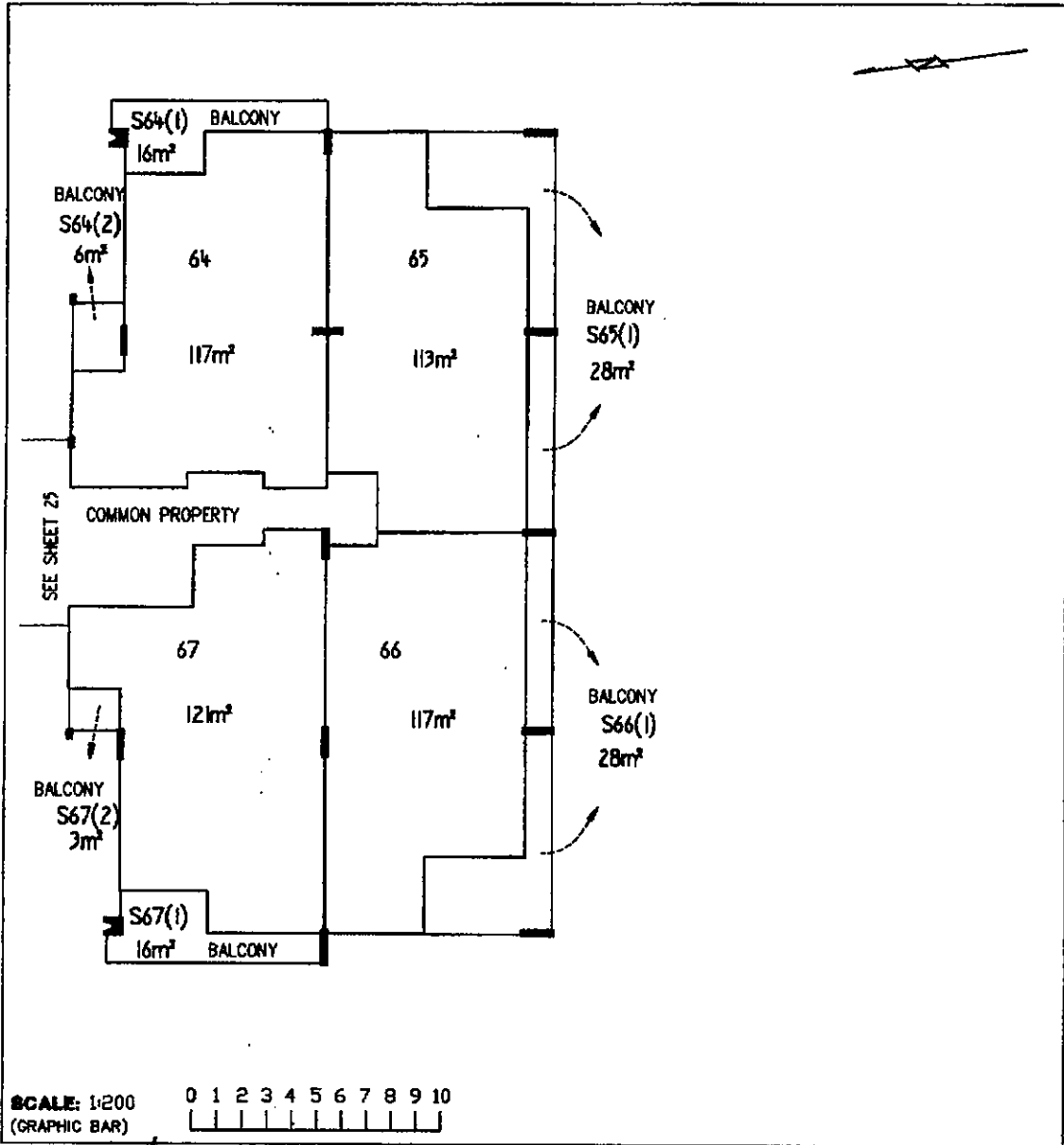
UNITS PLAN No 2737

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
TURNER	58	14

2.  SITE PLAN  FLOOR PLAN (Tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER FOURTH 4. CLASS OF UNIT (A OR B) A



5. EXECUTION

<p><i>[Signature]</i> TURNER DEVELOPMENT Applicant</p>	<p><b>Common Seal</b> A.C.N. 095 326 873 TURNER DEVELOPMENT PTY LTD Registered Surveyor (please sign for site plan only)</p>	<p><i>[Signature]</i> <b>DULCE LANDER</b> a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister</p>
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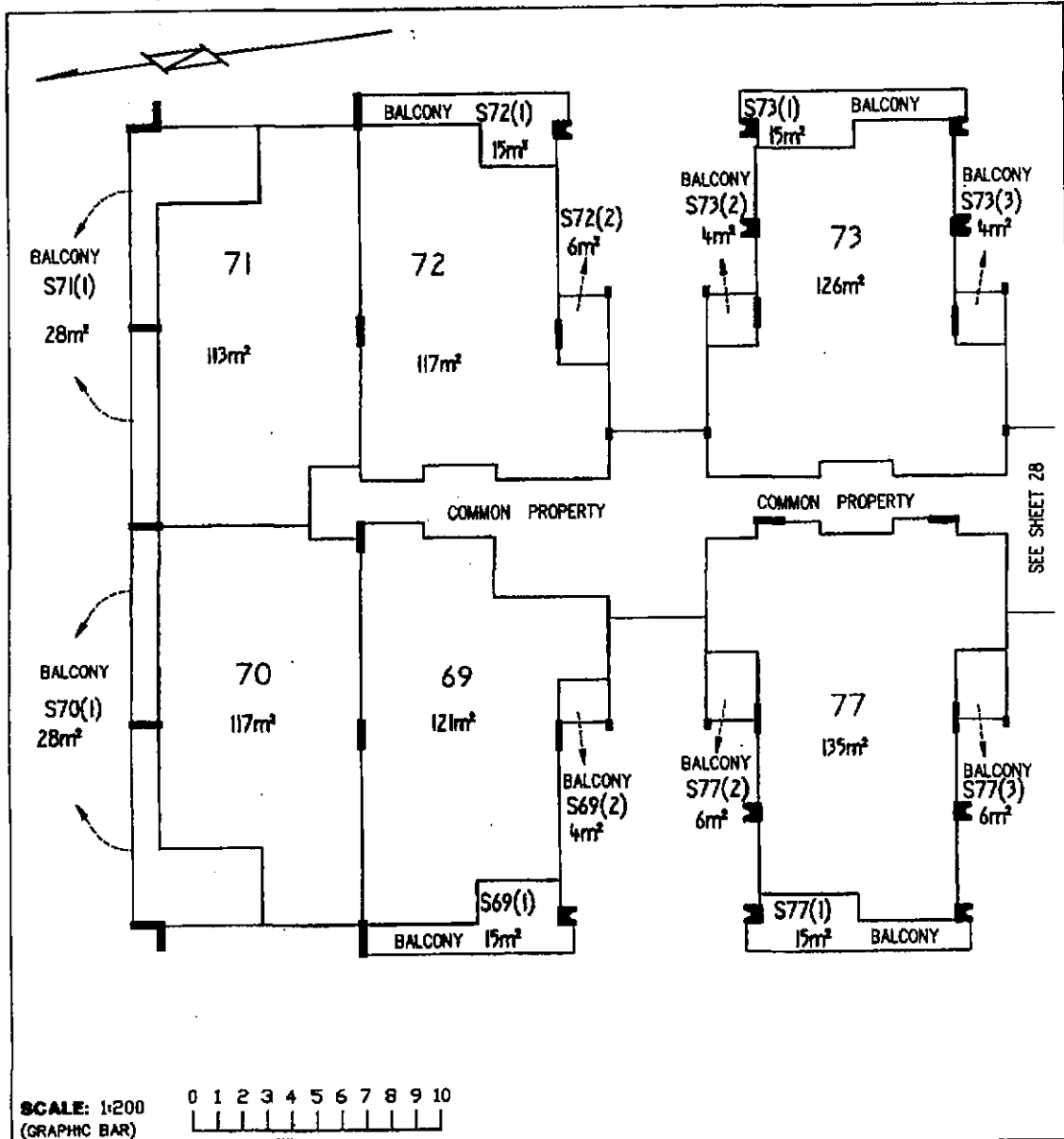
UNITS PLAN No. 2737

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
TURNER	58	14

2.  SITE PLAN  FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER ...E1E1H... 4. CLASS OF UNIT (A OR B).....A



5. EXECUTION

<p>TURNER DEVELOPMENTS Pty Ltd Applicant</p>	<p>Common Seal A.C.N. 095 328 873 Registered Surveyor (please sign for site plan only)</p>	<p>D Lander DULCE LANDER a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister</p>
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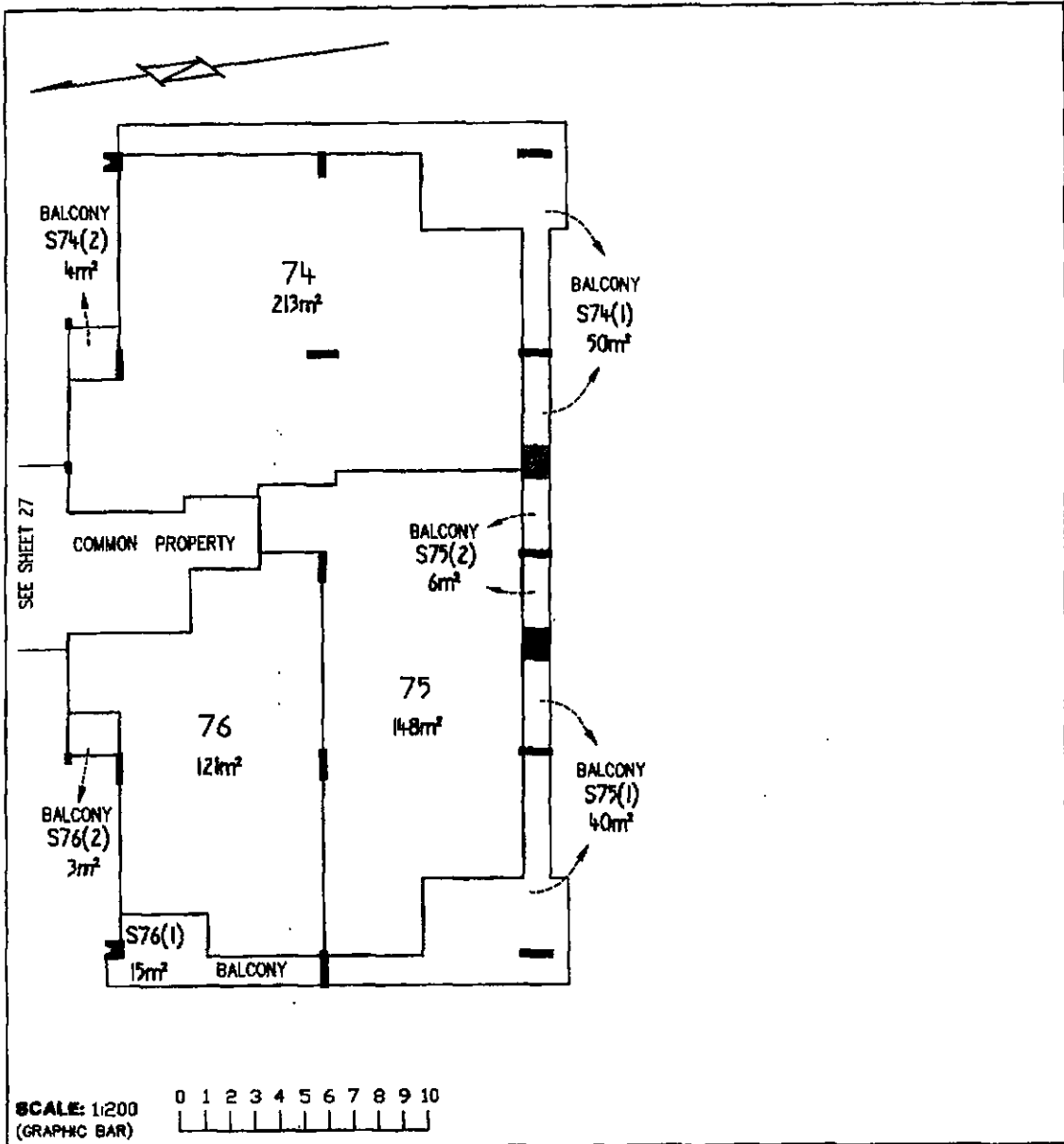
UNITS PLAN No. 2737

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
TURNER	58	14

2.  SITE PLAN  FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER FIFTH 4. CLASS OF UNIT (A OR B) A



5. EXECUTION

<p><i>[Signature]</i> TURNER DEVELOPMENTS PTY LTD Applicant</p>	<p><b>Common Seal</b> A.C.N. 095 326 873 REGISTERED DEVELOPMENTS PTY LTD</p> <p>Registered Surveyor (please sign for site plan only)</p>	<p><i>[Signature]</i> DULCE LANDEP a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister</p>
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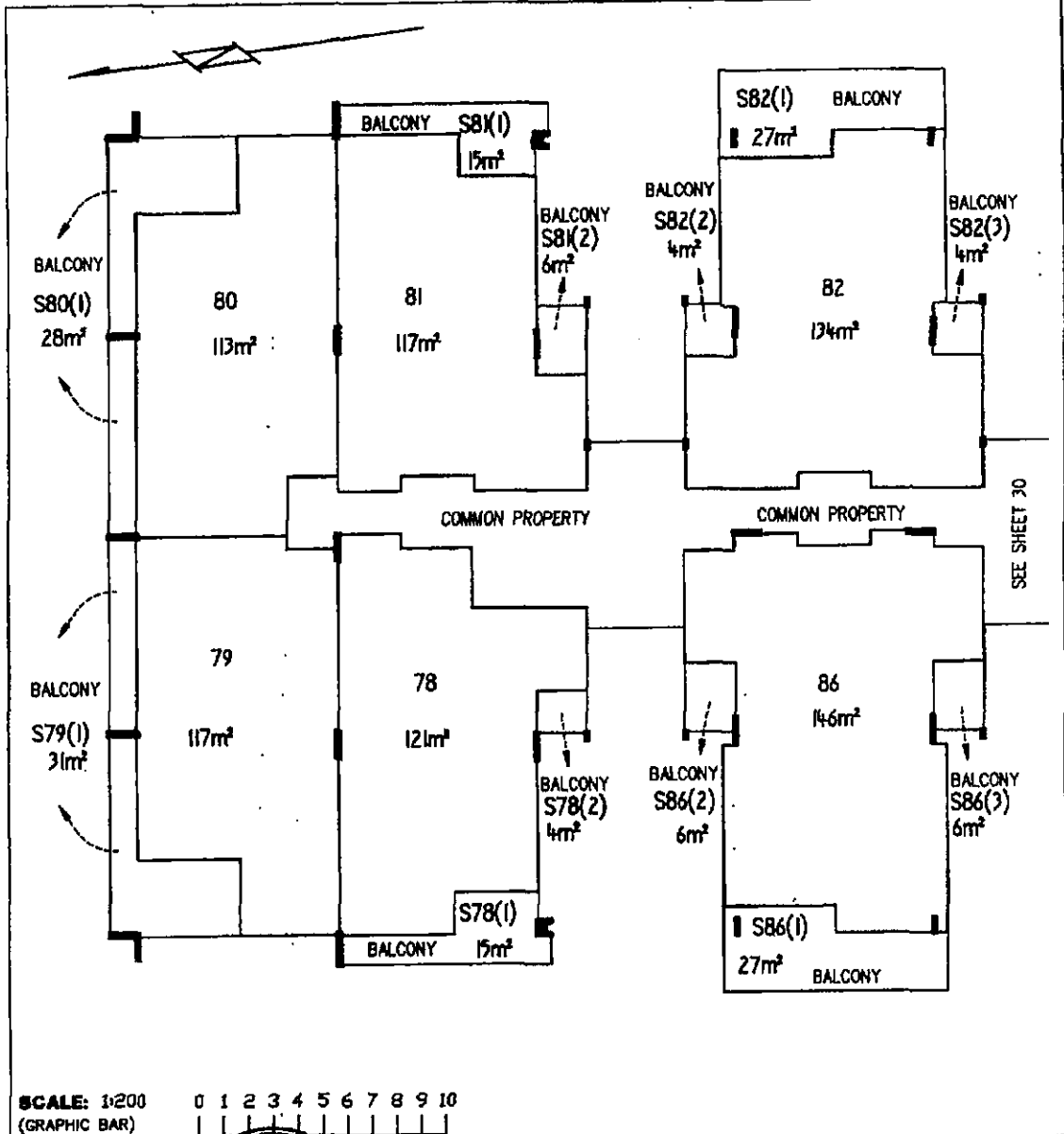
UNITS PLAN No. 2787

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
TURNER	58	14

2.  SITE PLAN  FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER SIXTH 4. CLASS OF UNIT (A OR B) A



5. EXECUTION

*[Signature]*  
TURNER DEVELOPMENTS Pty Ltd  
Applicant



Registered Surveyor (please sign for site plan only)

*[Signature]*  
DULCE LANDER

is delegate of the Planning and Land Authority in exercising the functions Delegate of the Minister

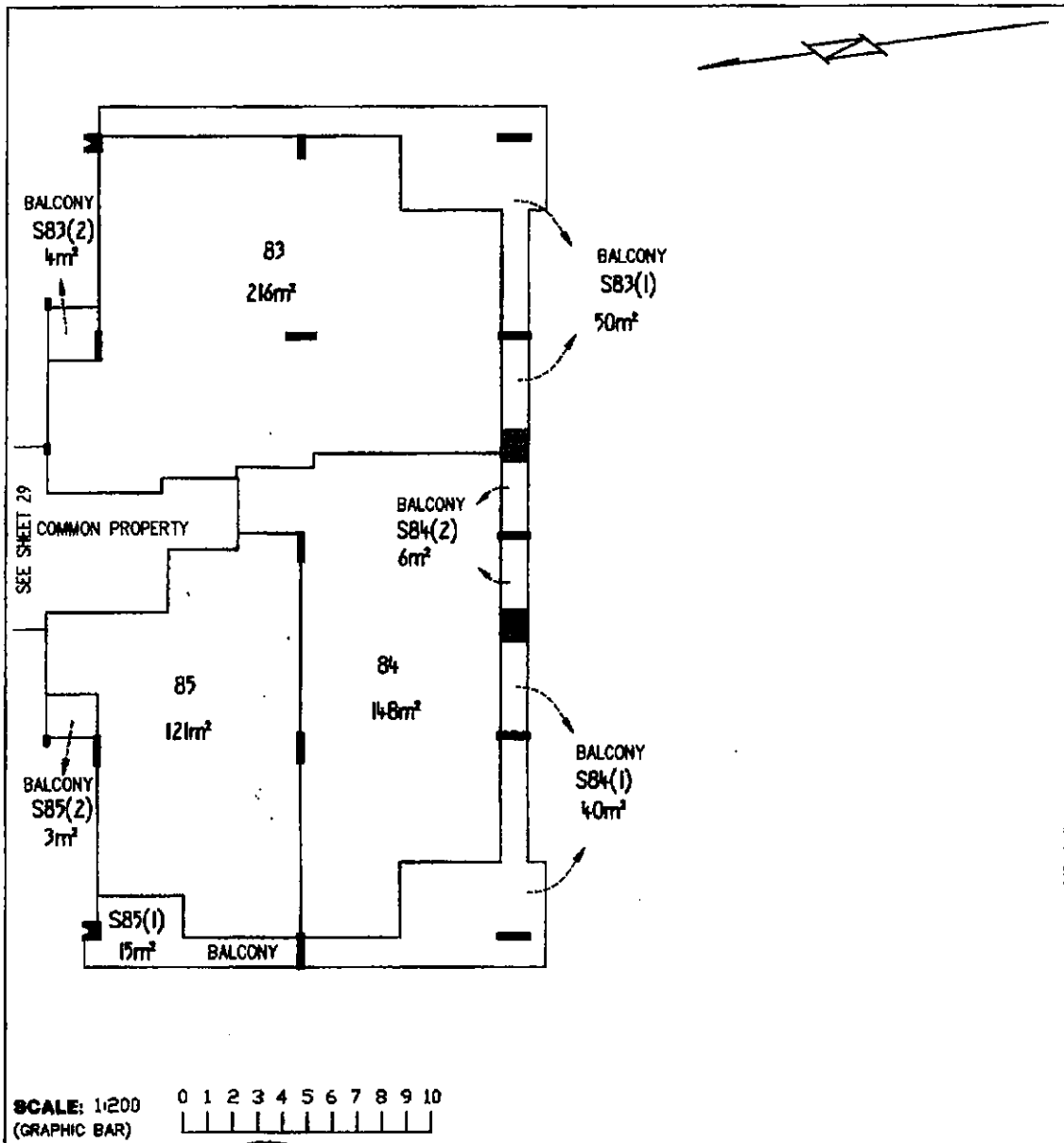
UNITS PLAN No. 2737

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
TURNER	58	14

2.  SITE PLAN  FLOOR PLAN (Mark appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER SIXTH 4. CLASS OF UNIT (A OR B) A



5. EXECUTION

 TURNER DEVELOPMENTS Pty Ltd Applicant	 Common Seal A.C.N. 095 326 873	Registered Surveyor (please sign for site plan only)	 DULCE LANDER a delegate of the Planning and Land Delegate of the Minister
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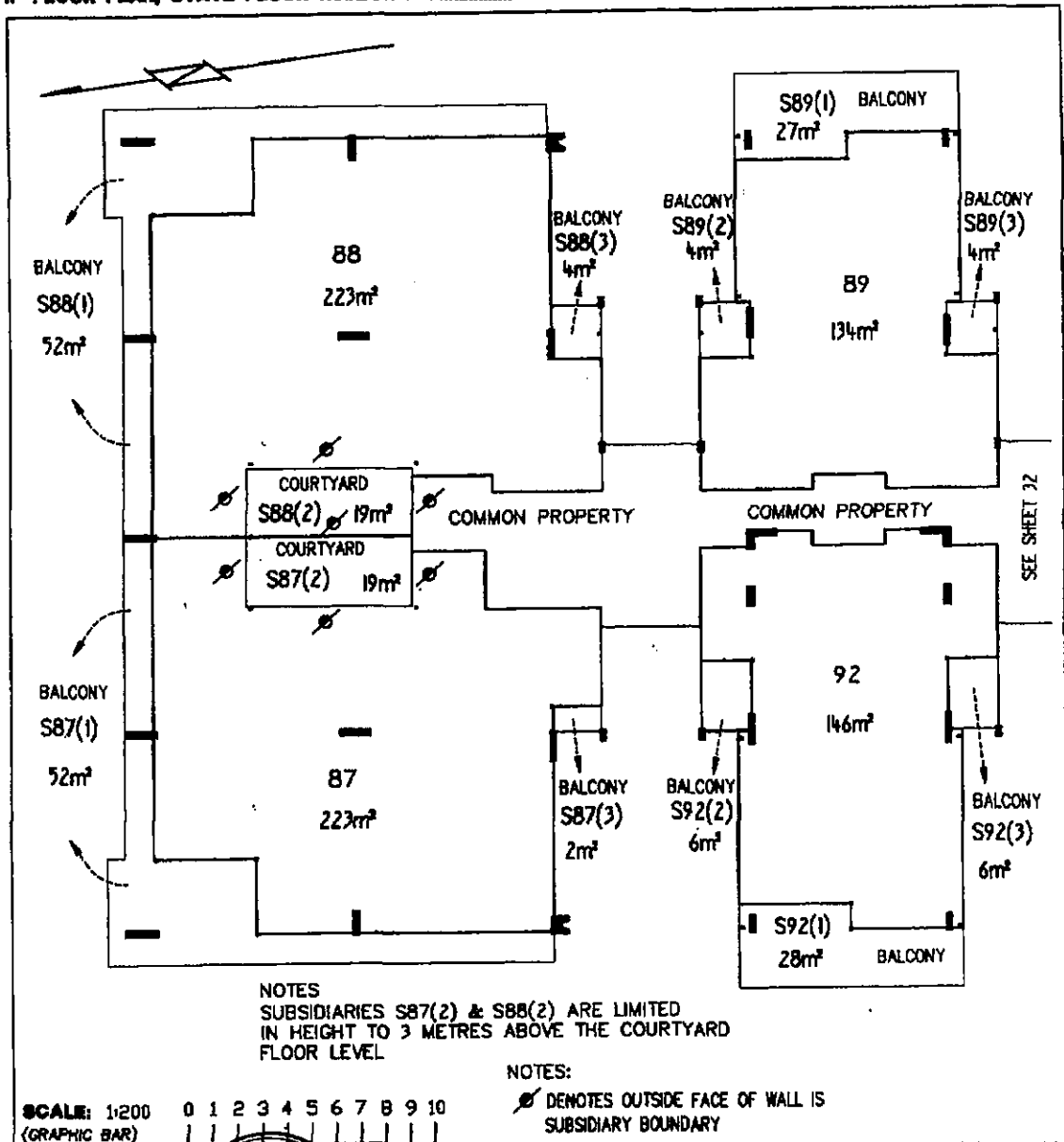
UNITS PLAN No 2737

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
TURNER	58	14

2.  SITE PLAN  FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER SEVENTH 4. CLASS OF UNIT (A OR B) A



5. EXECUTION

TURNER DEVELOPMENTS Pty Ltd  
Applicant



Registered Surveyor (please sign for site plan only)

Dulce Lander  
a delegate of the Planning and Land  
Authenticity  
Delegate of the Minister

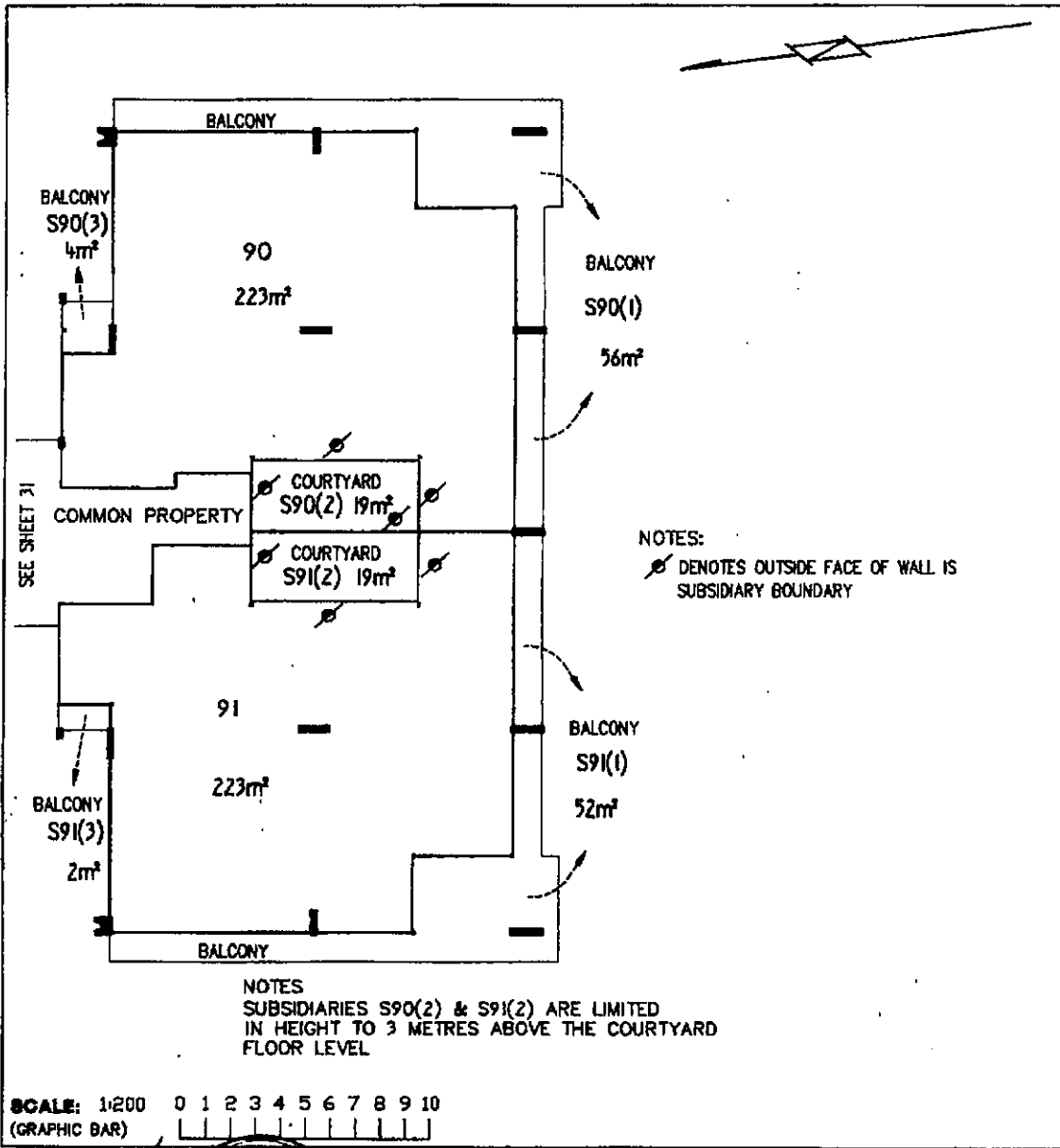
UNITS PLAN No. 2737

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
TURNER	58	14

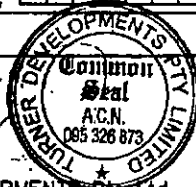
2.  SITE PLAN  FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER SEVENTH 4. CLASS OF UNIT (A OR B) A



5. EXECUTION

*[Signature]*  
TURNER DEVELOPMENTS Pty Ltd  
Applicant



Registered Surveyor (please sign for site plan only)

*[Signature]*  
DULCE LANDER  
a delegate of the Planning and Land  
Authority in  
Delegate of the Minister

# Form 4

Revised 1/7/03

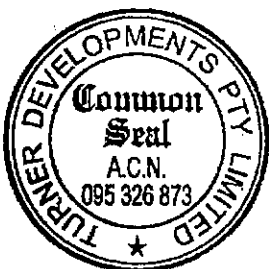
Land Titles (Units Titles) Act 1970

UNITS PLAN NO 2737

Block 14 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 fifteenth day of December Two thousand and eighty six.   |
| 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. The Lessees of each of the Units Nos 1-92 inclusive covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of his 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 being 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 <u>Land (Planning and Environment) Act 1991</u> and the <u>Unit Titles Act 2001</u> ; |
|      | (c) that the Lessee shall on or before the nineteenth day of December Two thousand and five or within such further time as may be approved in writing by the Authority complete the erection of the unit (with the necessary and usual appurtenances outbuildings and fences ) in accordance with plans and specifications prepared by the  |



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Lessee and previously submitted to and approved in writing by the Authority and in accordance with every Statute Ordinance or Regulation applicable thereto;

- PURPOSE (d) To use Units 1 to 92 as follows:
- (i) Units 1 to 4 and Units 7 to 92 inclusive as a single dwelling only;
  - (ii) Units 5 and 6 for the purpose of restaurant or shop PROVIDED ALWAYS THAT the gross floor area of any restaurant or shop shall each not exceed 100 square metres FURTHER PROVIDED THAT the uses of restaurant and shop are mutually exclusive uses;
- UNIT SUBSIDIARY (e) Not to use any unit subsidiary to that unit as a habitation;
- CAR PARKING (f) That any car parking spaces subsidiary to any unit shall be maintained by the Lessee;
- SERVICE AREAS (g) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
- BUILDING SUBJECT TO APPROVAL (h) That the Lessee shall not without the previous consent in writing of the Authority erect any building on the parcel or make any structural alterations to the premises;
- REPAIR (i) That the Lessee shall at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Authority excluding any defined parts under the provisions of the Unit Titles Act 2001;
- FAILURE TO REPAIR (j) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the premises 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 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



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A small, handwritten mark or signature in black ink, located at the bottom right of the page.

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 parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;

**RIGHT OF INSPECTION**

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

**RATES AND CHARGES**

(l) To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the premises as and when the same fall due.

**QUIET ENJOYMENT**

4. The Commonwealth covenants with each of the Lessees of all the units that the Lessee paying the rent and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the premises without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority.

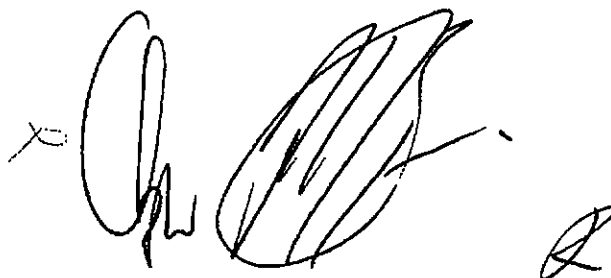
5. It is mutually covenanted and agreed by the Commonwealth and each of the Lessees of all the units as follows:

**TERMINATION**

(a) That if -

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

(ii) the Lessee shall fail to observe or perform any other of the covenants herein contained on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Authority specifying the nature of such breach



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

ACCEPTANCE OF RENT

(b) That acceptance of rent or other moneys by the Authority during or after any period referred to in paragraph (ii) of sub-clause (a) of this clause shall not prevent or impede the exercise by the Authority of the powers conferred upon it by sub-clause (a) of this clause;

FURTHER LEASE

(c) That any extension of terms for all the leases shall be in accordance with the provisions of the Land (Planning and Environment) Act 1991;

NOTICES

(d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee or Owners Corporation 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 - -

(i) 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; and

(ii) the Owners Corporation in accordance with the provisions of the Unit Titles Act 2001;

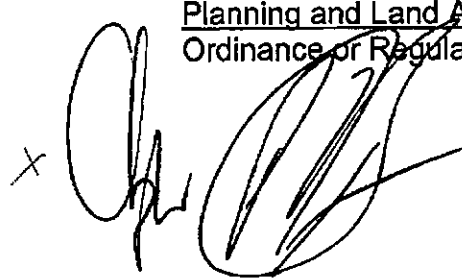

EXERCISE OF POWERS

(e) Any and every right, power and or remedy conferred on the Commonwealth or Territory hereunder or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by -

(i). the Authority;

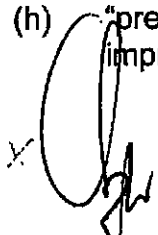
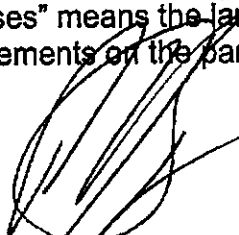


(ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or

(iii) the authority or person to whom the Authority has delegated all its powers or functions under the Planning and Land Act 2002 or any Statute Ordinance or Regulation substituted therefore.

X  

6. In this schedule unless the contrary intention appears:

- INTERPRETATION (a) "Authority" means the Planning and Land Authority established by section 7 of the Planning and Land Act 2002;
- (b) "building" means any building or structure as those terms are defined in section 222 of the Land (Planning and Environment) Act 1991 which requires approval under Part 6 of that Act;
- (c) "dwelling" means a room or suite of rooms used as a separate domicile and includes outbuildings;
- (d) "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 an area used solely for rooftop fixed mechanical plant and/or basement car parking;
- (e) "Lessee" shall -
- (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
- (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy the persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
- (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (f) "outbuilding" means a shed garage or similar structure which is ancillary to the permitted use of the parcel as specified in clause 3(d) of this Form;
- (g) "owners corporation" means the body corporate under the name of 'The Owners - Units Plan No. 2737';
- (h) "premises" means the land building and all other improvements on the parcel.

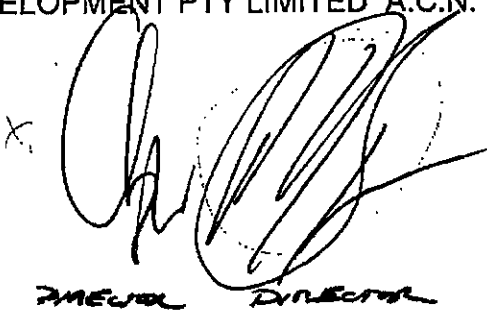
- (l) "restaurant" means the use of the parcel for the primary purpose of providing food for consumption on the premises whether or not the premises are licensed premises under the Liquor Act 1975 and whether or not entertainment is provided;
- (j) "shop" means the use of the parcel for the purpose of selling exposing or offering the sale by retail or hire goods and personal services includes a department store personal service retail plant nursery supermarket and take-away food shop;
- (k) "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);
- (l) "unit" means the leased land and the building and other improvements constructed or to be constructed on a part of the relevant parcel shown on the Units Plan as a unit.
- (m) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;
- (n) words in the singular include the plural and vice versa;
- (o) words importing one gender include the other genders.

Dated this... Ninth ..... day of... November ..... 2004



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

Lessee: TURNER DEVELOPMENT PTY LIMITED A.C.N. 095 326 873



*Director*



# Form 5

Revised 1/7/03

Land Titles (Unit Titles) Act 1970

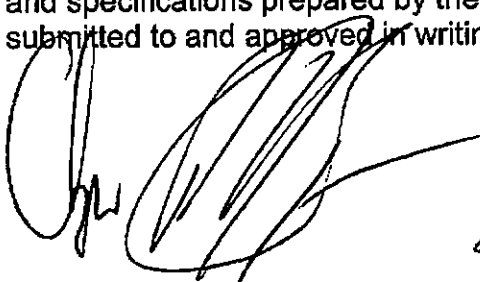
UNITS PLAN NO 2737

Block 14 Section 58 Division of TURNER

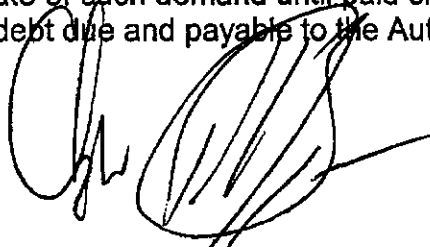
SCHEDULE OF PROVISIONS COVENANTS AND CONDITIONS SUBJECT TO WHICH  
THE LEASE OF THE COMMON PROPERTY IS HELD

1. The term of the lease expires on the fifteenth day of December Two thousand and eighty six.
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. 2737 ("the Owners Corporation") covenant with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") as follows:-
  - (a) To pay to the Authority at Canberra the rent hereinbefore reserved 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 car parking, 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) To permit the builders their servants and agents to build construct erect and provide by the nineteenth day of December Two thousand and five or within such further time as may be approved in writing by the Authority the following services and facilities on the common property:
    - (i) storage areas covered car parking hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants water supply pipes hardstanding car parking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives in accordance with plans and specifications prepared by the builders and previously submitted to and approved in writing by the Authority;

X



- (ii) landscaping work in accordance with plans and specifications prepared by the builders and previously submitted to and approved in writing by the Authority;
  - (iii) all necessary electrical and telephone cables and wires to be placed underground in accordance with plans and specifications prepared by the builders and previously submitted to and approved in writing by the Authority;
  - (iv) all other necessary improvements and services that the Authority may require the builders to build erect construct or provide;
- (d) At all times during the term of the lease maintain repair and keep in repair to the satisfaction of the Authority all buildings or parts of buildings landscaping hardstanding car parking and all other improvements on the common property and without limiting the generality thereof maintain repair and keep in good working order the services situated in or on the land forming the common property;
- (e) Not to erect any building or make any structural alterations in any building or part of a building or other improvements on the common property without the previous approval in writing of the Authority;
- (f) 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;
- (g) 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 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 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;

X 





- (h) To permit any person or persons authorised by the Authority to enter and inspect the common property at all reasonable times and in any reasonable manner;
- (i) That any extension of terms for all the leases shall be in accordance with the provisions of the Land (Planning and Environment) Act 1991;
- (j) That within three (3) months from receiving a written notice from the Authority or within such further time as may be approved in writing by the Authority that the whole or part of the access road bounded by a dark line on the plan at Sheet 43 of this Units Plan is no longer required, the Owners Corporation shall:
  - (i) remove and replace the access road with landscaping and paving; and
  - (ii) increase the width of the courtyards of the apartments abutting Northbourne Avenue from 2.6 metres to 3.8 metres

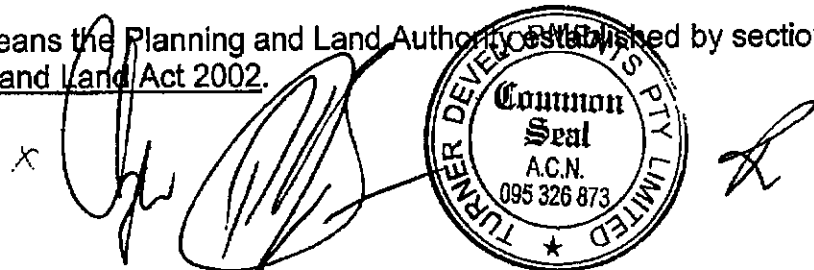
in accordance with plans and specifications prepared by the Owners Corporation and previously submitted to and approved in writing by the Authority;

- (k) That the Owners Corporation shall provide and maintain facilities for the disabled to a standard acceptable to the Authority to ensure that disabled persons are given full opportunity for access;
  - (l) That the Owners Corporation shall not without the previous consent in writing of the Authority remove any tree to which the Tree Protection (Interim Scheme) Act 2001 or any Act in substitution therefore applies.
4. It is mutually covenanted and agreed by the Commonwealth of Australia and the Owners Corporation as follows:-

Any and every right, power and or remedy conferred on the Commonwealth or Territory hereunder 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) the authority or person to whom the Authority has delegated all its powers or functions under the Planning and Land Act 2002 or any Statute Ordinance or Regulation substituted therefore.

5. "Authority" means the Planning and Land Authority established by section 7 of the Planning and Land Act 2002.



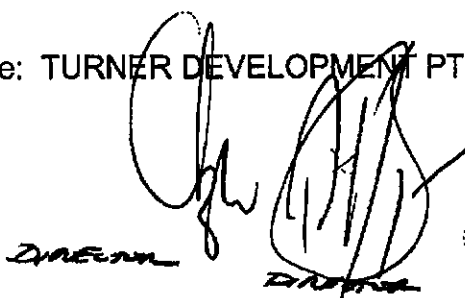
6. "builders" means TURNER DEVELOPMENTS PTY LIMITED of C/ Bates & Pickering 11 Fitzroy Street FORREST ACT their servants and agents and the servants and agents of each of them;
7. "building" means any building or structure as those terms are defined in section 222 of the Land (Planning and Environment) Act 1991 which requires approval under Part 6 of that Act.
8. "gross floor area" means the sum of the gross areas of the floor or 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 an area used solely for rooftop fixed mechanical plant and/or basement car parking;
9. "premises" means the land building and all other improvements on the parcel.
10. "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).
11. "unit" means the leased land and the building and other improvements constructed or to be constructed on a part of the relevant parcel shown on the Units Plan as a unit.
12. words in the singular include the plural and vice versa.
13. words importing one gender include the other genders.

Dated this.....Ninth..... day of.....November.....2004

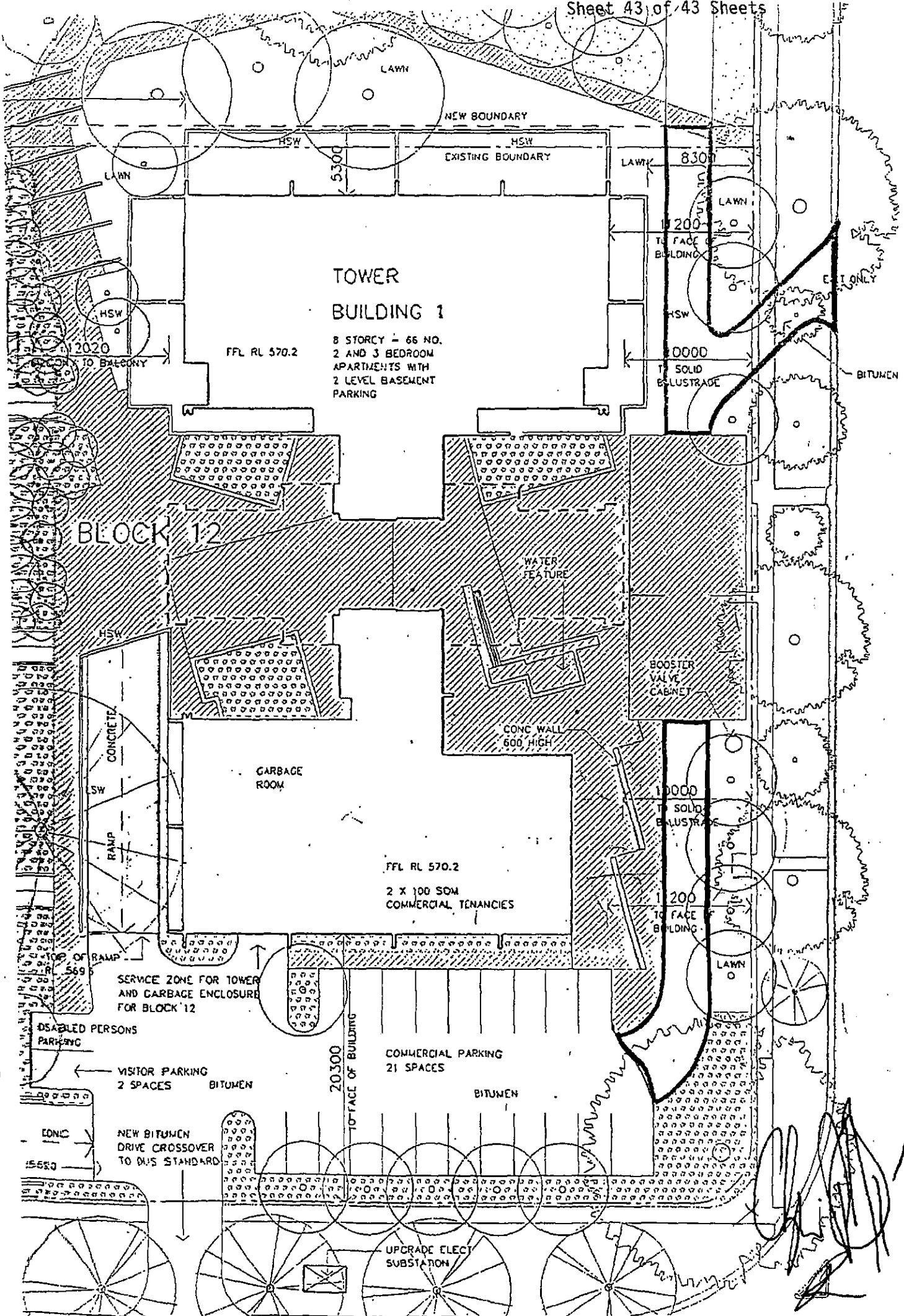


DULCE LANDER  
a delegate of the Planning and Land  
Authority in exercising its functions

Lessee: TURNER DEVELOPMENT PTY LIMITED A.C.N. 095 326 873



NORTH BOUR



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

**LAND**

Turner Section 58 Block 14 on Deposited Plan 9846 with 92 units on Unit Plan 2737

Lease commenced on 12/11/2004, terminating on 15/12/2086

**COMMON PROPERTY**

**Proprietor**

The Owners-Units Plan No 2737

LJ Hooker Strata ACT, Level 1 180-200 City Walk, Canberra City ACT 2601

**REGISTERED ENCUMBRANCES AND INTERESTS**

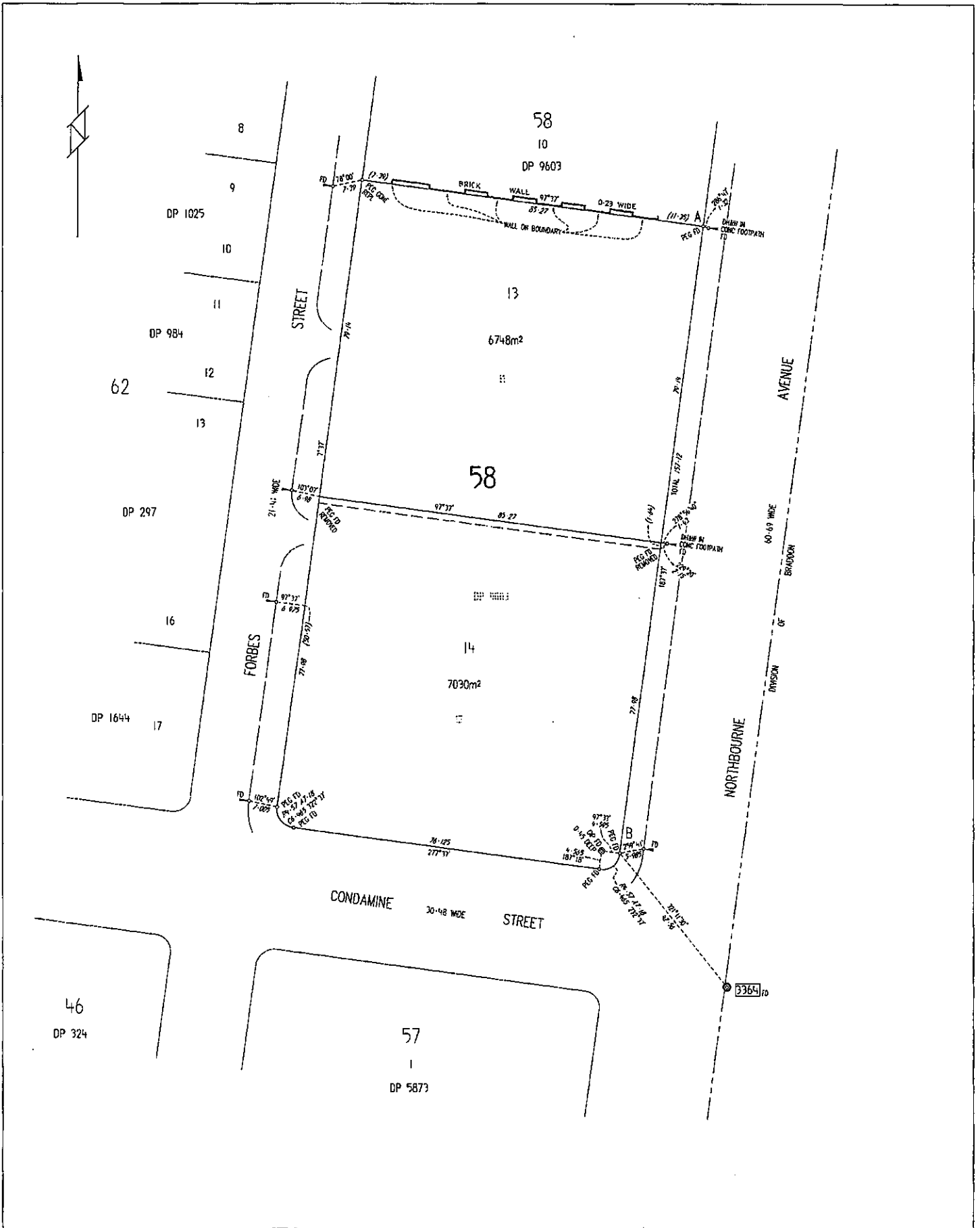
Original title is **Volume N/A Folio N/A**

**Restrictions**

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
05/01/2006	1454182	Application to Note Special Resolution
21/08/2006	1486017	Application to Note Special Resolution
11/11/2010	1712910	Application to Note Special Resolution
14/12/2012	1833105	Application to Note Special Resolution - Refer Instrument
23/11/2016	2060234	Application to Note Special Resolution
06/03/2023	3229871	Application to Note Special Resolution
16/07/2025	3391651	Application to Note Special Resolution - Refer Instrument
10/10/2025	3410581	Application to Note Special Resolution - Refer Instrument

***End of interests***



- REFERENCE MARKS**
- ⊙ Denotes G.P. in road - 83 - 100m from 3-D
  - ⊙ - 6-8 - 100m
  - ⊙ - PLAGUE IN KERB
  - ⊙ - BEEP-DRAWN-ROB
  - ⊙ - DRAWN IN KERB
  - ⊙ (Except as otherwise shown)

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

SURVEYORS REFERENCE: 02222010P

I LAURANCE CECIL McDONALD of CANBERRA a surveyor registered under the Surveyors Act 2001 hereby certify that the survey represented on this plan is accurate and has been made in accordance with the Survey Practice Directions 2004 and was completed on 10 September, 2002.

*Laurance Cecil McDonald*  
 (Signature) 10/9/2002  
 Surveyor, Registered under the Surveyors Act 2001

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

*Laurance Cecil McDonald*  
 9.11.2002  
 Commissioner for Surveys

**PLAN OF**  
**BLOCKS 13 & 14 SECTION 58**  
**BEING A RESUBDIVISION OF BLKS 11 & 12 SEC 58**

DIVISION: TURNER  
 DISTRICT: CANBERRA CENTRAL  
 AUSTRALIAN CAPITAL TERRITORY

SCALE 1:100  
 0 5 10 20 30 40 METRES

Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory the twenty fourth day of January 2005 of four minutes past ten o'clock in the forenoon.

Approved: *Andrew Taylor*  
 Registrar-General

**DEPOSITED PLAN**  
**9846**

AMENDS DP 9803

X17477/A

ACT GOVERNMENT  
Land Titles Act 1925  
Registrar-General's Office



1454182



**SR**  
Form 094

Lodging Party  
**ACT STRATA MANAGEMENT**  
Box Number

**SPECIAL RESOLUTION**

**PRIVACY COLLECTION STATEMENT (PRIVACY ACT 1988 (C'WLTH)) OVERLEAF 62886223.**

An application to amend the articles of the Owners Corporation for the following unit plan

**1. LAND**

Vol: Fol	District/Division	Section	Block
1710/70	TURNER	58	14

**2. UNITS PLAN NUMBER**

2737

**3. DETAILS OF AMENDMENT**

**4. SUPPORTING DOCUMENTATION**

Sealed copy of Minutes of Meeting  
 Sealed copy of Resolution / Motion

**5. DATE**

1 December, 2004

**6. EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL**

Executed by

Affixed in the presence of

David Edwin BOWDITCH



By being signed by:

Signature: *David Edwin Bowditch*  
Full Name (Block Letters): David Edwin BOWDITCH  
Address: PO Box 3208, WESTON ACT 2611  
Office Held:

Signature:  
Full Name (Block Letters):  
Address:  
Office Held:

**7. OFFICE USE ONLY**

Lodged by	<i>SW</i>	Certificates Lodged	
Data Entered by	<i>M</i>	Attachments Lodged	<i>SIGNATURE</i>
Examined by		Certificate of Title Lodged	<i>N/A</i>
Registered by	<i>/</i>	Registration Date	<i>5/1/06</i>

## **ALTERATION TO DEFAULT ARTICLES**

The Owners of Units Plan No. 2737 hereby request the Registrar of Titles to note at a meeting of members held in Canberra on 12 November, 2004 by Unanimous Resolution the following amendments;

### **Article 4(1)(a)**

A unit Owner may erect or alter any structure in or on the unit or the common property only:

- (a) in accordance with the express permission of the Executive Committee and
- (b) in accordance with the requirements of any applicable Territory law (eg a law requiring development approval to be obtained for the erection or alteration).

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

4 (3) Timber and tiled floor finishes being installed by owners are required to be designed by an accredited acoustic consultant prior to installation and following installation certification of the installation is to be provided to the Corporation.

12(d) The seal may be attached to Section 75 Certificates by the Managing Agent.





1486017



**SR**  
Form 094

**SPECIAL RESOLUTION**

Canberra Units Plan Service  
DX 2460  
Lodging Party: GUPS  
Box Number  
Locked B. 9 DEAKIN ACT 2600

**PRIVACY COLLECTION STATEMENT (PRIVACY ACT 1988 (C'WLTH)) OVERLEAF**

An application to amend the articles of the Owners Corporation for the following unit plan

**1. LAND**

Vol:Fol	District/Division	Section	Block
1710 : 70	TURNER	58	14

**2. UNITS PLAN NUMBER**

2737

**3. DETAILS OF AMENDMENT**

That the attached amendments to the Articles of Units Plan 2737 be adopted for registration by the Owners Corporation.

**4. SUPPORTING DOCUMENTATION**

- Sealed copy of Minutes of Meeting  
 Sealed copy of Resolution / Motion

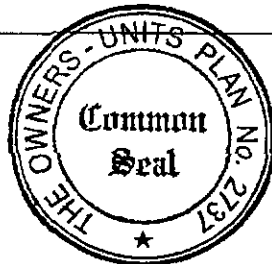
**5. DATE**

10 August 2006

**6. EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL**

Executed by  
Affixed in the presence of

MR P ZAKHAROFF



By being signed by:

Signature 
MR PETER ZAKHAROFF Full Name (Block Letters)
Canberra Units Plan Services 1/39 GEILS COURT, DEAKIN ACT 2600
AUTHORISED AGENT Office Held

Signature
Full Name (Block Letters)
Address
Office Held

**7. OFFICE USE ONLY**

Lodged by 	Certificates Lodged
Data Entered by 	Attachments Lodged
Examined by	Certificate of Title Lodged 10 AUG 2006

Registered by	J	Registration Date	21/8/26
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### PRIVACY STATEMENT

S.43 of the *Land Titles Act 1925 (LTA)* authorises the Registrar-General to collect the information required by this form for the establishment and maintenance of the Land Titles Register. S.65-67 LTA requires that the Register be made available to any person for search, upon payment of a fee. The information is regularly provided to various ACT Government agencies, including the ACT Department of Urban Services, ACT Planning and Land Authority (ACTPLA), ACT Treasury, Canberra Connect and ActewAGL for conveyancing, municipal account, administrative, statistical and valuation purposes. ACTPLA and agencies within the ACT Department of Urban Services may also use the information supplied to prepare and sell property sales reports to commercial organisations concerned with the development, sale or marketing of land.

### SCHEDULE OF NOTES

1. Wherever it is provided in the *Unit Titles Act 2004* for an alteration of a Units Plan or an order to be lodged with the Registrar-General, such a variation or order should be lodged according to Registrar-General's Office procedure, upon payment of the prescribed fee and upon production of the relevant title as follows -
  - application to be accompanied by the authority for the variation/ court order.
  - should be lodged with the Certificate of Title or proof of production of the title.
2. Documents must be typed, or completed in black ink or biro.
3. Alterations to information entered on the form should be made by crossing out (not erasing or obliterating by painting over) and should be initialled by all parties.
4. If there is insufficient space in any panel use an annexure sheet.
5. Volume and Folio references must be given. Insert unit number if the land is land under the *Land Titles (Unit Titles) Act 1970*.
6. Execution by
  - **A Natural Person** – should be witnessed by an adult person who is not a party to the document.
  - **Attorney** – if this document is executed by an Attorney pursuant to a registered power of attorney, it must set out the full name of the attorney and the form of execution must indicate the source of his/her authority eg. "AB by his/her attorney XY pursuant to Power of Attorney ACT Registration No..... of which he/she has no notice of revocation".
  - **Corporation** – Section 127 of the *Corporations Act* provides that a company may validly execute a document with or without using a Common Seal if the document is signed by:
 

**NB** The normal witnessing provisions in the *Land Titles Act 1925* do not apply to execution by a corporation as above, but do apply to execution by the attorney of a corporation.

**MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS - UNITS  
PLAN NO. 2737 HELD ON THURSDAY 3 AUGUST 2006 AT ST BRIGIDS HALL,  
CNR WILSHIRE & BANCROFT STREETS, DICKSON ACT AT 6.00PM.**

**PRESENT:**

Ms T Wilcock	Mr C Farlow
Mrs L Maiden	Dr G Mark
Ms J Metcalfe	Mrs L Robinson
Mr & Mrs J Thomson	Mr T McMahon
Mr J Abrams	Mr V Price
Mr K & Mrs Y Gale	Mrs M Freemantle
Mr R Tharle	Mr D Cottam
Mr R Fletcher & Ms C Pearson	Mrs A Brown
Mr A Clarke	Mr M Brown
Mr D & Mrs B Sinclair	Mr & Mrs T Matthews
Mr P & Mrs S Price	Mr A & Mrs M Hill
Mr N & Mrs J O'Callaghan	Mr G Edwards
Mr S & Mrs V Seevaratnam	Mr G Komorowski
Mr R Burgess & Ms J Cain	Mr L Gratton
Mr & Mrs F Powell	Mr W Richer
Mr R Cassidy & Ms C Platzer	Mr P Zakharoff (CUPS)

**PROXIES:**

Turner Building Group, Mr I & Mrs M Knight, Ms T Mukadam, Mr C & Mrs S Jarvis, Mr I & Mrs M Knight - All in favour of Mr M Brown

Mr & Mrs C Richmond – in favour of Mr K Gale  
Ms C Cerullo – in favour of Mr P Price  
Mr R & Mrs J & Mr S A Widmer – in favour of Mr D Sinclair  
Mr & Mrs J Peck – in favour of Mrs J Thomson

Mr & Mrs R Contreras, Ms C Frith, O'Neil & Brown Plumbing Pty Ltd, Austek Enterprises Pty Ltd, Ms Mei Wah Luk, Mr G Eaton,  
Mr N Bellantonio & Ms S Schreiner, Mr J Patroni & Ms A Croft, Mr J Knox,  
Mr & Mrs C Kuchel  
All in favour of Mr P Zakharoff

1. Mr M Brown was elected Chairperson for the meeting. (Mr Gale tendered from the floor a document prepared on his behalf by Phelps Reid Lawyers in relation to the election of a chairperson and proxy votes).
2. The Minutes of the First Annual General Meeting, the General Meeting of 30 November 2005 and the Amended Minutes of the Special General Meeting of 10 March 2006 and the Special General Meeting of Thursday 8 June 2006, were read.

3. **MOTION 1**  
RESOLVED and carried that the Minutes of the First Annual General Meeting, the General Meeting of 30 November 2005 and the Special General Meeting of 10 March 2006 and the Special General Meeting of Thursday 8 June 2006, were confirmed as an accurate record of those meetings.

4. There were no matters arising from those minutes which would not be discussed later within the meeting.

5. **Financial Statements**  
After substantial discussion in relation to the accuracy of the financial statements and affirmations received from Mr Michael Brown and Mr Peter Zakharoff in reconfirming that all liabilities relating to the Owners' Corporation were undertaken and completed, including such matters as the Building Supervisor's superannuation payments for the past 12 months and ATO commitments were completed. The Managing Agent confirmed he would be forwarding a copy of the current Financial Statements to all owners with the Minutes of this meeting.

**MOTION 2**  
RESOLVED and carried that the financial statements be accepted as presented.

6. It was resolved that the following members were elected to form the Executive Committee for the ensuing year:

Ms J Metcalfe, Mr L Gratton, Mrs D Matthews, Mr S Seevaratnan, Mrs J Thomson, Mrs J Abrams, Mr D Cottam

7. **Insurance**  
Owners are informed that the existing insurance cover is with CGU Insurance Limited as follows:

POLICY NO. 06S 1746083	Due 02/04/2007
Buildings	\$30,000,000
Public Liability	\$20,000,000
Office Bearer's Liability	\$20,000,000
Voluntary Workers	\$100,000/\$1,000
Excess on claims:	\$100

POLICY NO. O/06-6335	Due 02/04/2007
Workers Compensation	Unlimited

**MOTION 3 - AMENDED**  
RESOLVED and carried that the existing Buildings Insurance held by the Corporation be increased by 3% on renewal to \$30,900,000 and that the Managing Agent arrange for a quote from Egan's National Valuers to provide an independent, unbiased insurance assessment for the Owners' Corporation.

8. **Budget**

**MOTION 4(a) - AMENDED**

The proposed budget was increased by \$5,300. Mr Brown gave an undertaking to the Owners' Corporation that he would work with Mr Gale to confirm the estimated GST commitments are reconciled.

**MOTION 4(b)**

RESOLVED and carried as a special resolution that the Administration Budget of \$208,522 and Sinking Fund of \$20,852.20, a total budget of \$229,374.20, be accepted.

9. **Levies**

**MOTION 5**

RESOLVED and carried that the Corporation determine a levy equal to the sum of the budget of \$229,374.20 for the twelve month period commencing 01/09/2006 and to be contributed to in accordance with unit entitlements. Payment may be made by equal quarterly payments in advance provided payment is made within thirty days of the beginning of the quarter. If payment is not made within thirty days of the beginning of the quarter the right to pay by instalments may be forfeited and the whole of the year's levy then outstanding shall become due and payable from the first day of the quarter in which payment is not made.

10. **General Business**

10.1 **MOTION 6**

RESOLVED and carried that the Corporation adopt the amended Default Articles as the Articles of Units Plan 2737, in accordance with circulated papers and in accordance with any law in force in the Territory.

10.2 **MOTION 7 - FAILED**

i That new sub Article (4) be inserted:

'Subject to Article 6, the Executive Committee will approve, on application, the placement of articles of enhancement eg planter pots, on the hard floor landings of the Forbes Street building on condition that the article be maintained in good condition, there is agreement from other occupiers on the same landing, any insurance liability is borne by the owner of the article and no additional work results for the Building Superintendent.'

Renumber existing sub Article (4) to (5).

ii. Proposed amendment to Article 10 - Animals & Birds

**MOTION 8 - FAILED**

"That the existing sub Articles be deleted and the following be inserted:

'(1) A unit owner may keep, or permit to be kept, any animal or bird within the unit, but not on common property, subject to

approval by the Executive Committee and satisfaction of assurances on noise, hygiene and nuisance issues.

(2) In pursuance of sub Article (1), the Executive Committee shall establish a Pets Sub-Committee of three owners, at least one of whom is a member of the Executive Committee, to draw up a Pets Register for the purposes of identification and follow-up by the Executive Committee should any problems arise.

(3) Permission may be withdrawn by the Executive Committee should any problems arise."

**10.3 MOTION 9 - AMENDED**

RESOLVED and carried that the Executive Committee will cause to be forwarded, on request of an owner, a copy of the Executive Committee minutes on or before 28 days of an Executive Committee meeting, together with a Financial Report every four months and a six monthly report prepared by the Managing Agent be available to all owners.

**Changes to Proposed Budget -**

**10.4 MOTION 10**

RESOLVED and carried that the Corporation agree to the following changes to the 2006/07 Budget:

- (i) Staff Wages be increased from \$41,000 to \$43,000, an increase of \$2,000, Staff Superannuation be 9% of Wages, viz \$3870, an increase of \$270. This represents a 4.8% increase. The Federal Budget was based on a movement in Wages of 4%.
- (ii) Maintenance Gardens & Grounds be increased from \$5,000 to \$8,300 - an increase of \$3,300,
- (iii) GST on Expenses Credit be reduced from \$16,389 to \$12,334, resulting in an increase in the GST Payable by \$5580."

**10.5 Special Levy**

**MOTION 11 - WITHDRAWN**

"That the Corporation determine a special levy equal to an amount of \$20,000 to the Administrative Fund, to be accounted for separately, due in equal parts on 1 September 2006 and 1 December 2006, to enable the Executive Committee to cover slippages in receipt of other income, including levies, and to ensure that the Executive Committee has to make a conscious decision to access it.."

**10.6 Articles -**

**MOTION 12 - FAILED**

"That the Corporation add the following to the Articles of UP 2737:

**Proxy Votes**

- (I) Votes at a general meeting may be cast by proxy, subject to sub Articles (ii) and (iii).

(II) A proxy form, approved by the Executive Committee, must accompany the notice of a general meeting.

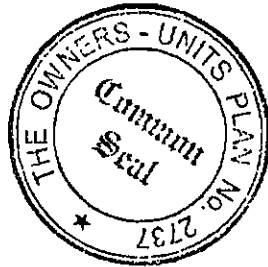
(III) The form appointing a proxy will be in writing under the hand of the appointer. No person will be appointed a proxy who is not a Voting Member of the Corporation and qualified to vote."

10.7 The owners present discussed the necessity of accuracy in relation to all financial matters within the Corporation and this was fully agreed upon by the Managing Agent.

10.8 Substantial discussion took place in relation to the security of the common areas of the complex and Mr Sinclair recommended CCTV security be implemented. The Executive Committee agreed with Mr Sinclair that this matter required further deliberation and shall continue to seek reports from security organisations to complete a future proposal for the consideration of all owners.

10.9 There being no further business the meeting closed at 8.55pm.

CHAIRPERSON





SR\$1712910

26/10/2010 13:22:09 BRODM

LAI

OFFICE OF REGULATOR  
Department of Justice and Community Services

1712910



### SPECIAL RESOLUTION BY OWNERS CORPORATION

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS		
Name	Postal Address	Contact Telephone Number
THE OWNERS OF UNITS PLAN 2737	41 VOGUE ROAD CORPORATE UNIT 38 CHASSINER ST PHILIP ACT 2606	62603130

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1710/70	TURNER	58	14	2737

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

ARTICLES 6.2(2) AND ARTICLE 10

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	Signature
Full Name (Block Letters) PETER CHABES	Full Name (Block Letters) LEI ZAKHAROFF
Address 41 VOGUE ROAD CORPORATE UNIT/L 38 CHASSINER ST PHILIP ACT 2606	Address
Office Held BODY CORP MANAGER	Office Held

OFFICE USE ONLY

Lodged by	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		
Registered by	Registration Date	11 NOV 2010

## Vogue Body Corporate Management P/L

38 Chaseling Street  
Phillip ACT 2606 ABN: 28 132 377 818  
Ph. 02 62603130 Fax. 02 62603131  
[pz@voguebcm.com.au](mailto:pz@voguebcm.com.au)

### MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS – UNITS PLAN 2737 SPACE THE RESIDENCE HELD ON MONDAY 16<sup>TH</sup> AUGUST 2010 AT ST BRIGIDS HALL, CNR WILSHIRE AND BANCROFT STREETS, DICKSON AT 6.00PM.

As a standard quorum was not present the decisions taken at the meeting were Reduced Quorum decisions in accordance with Section 101 of the Unit Titles Act 2001.

**Present:** Mrs P Ryan Ms T Wilcock Mr J Painter Mr L Grattan Mr J Thomson Mr J Abrams  
Mr & Mrs K Gale Mr & Mrs D Sinclair Mrs S Seevaratnam Mr C Howell  
Ms I Ford Mr R Burgess & Ms J Cain Ms J Blyton Mr A Digby Mrs A Brown  
Mr T Matthews Mr G Edwards Dr & Mrs D Griffin Mr M Eland MR & Mrs P Salapatas

**Guest:** Mr M Brown, Ms P Newitt

**Proxies:** Ms C McVeigh, Mr R Tharle, Mr A Clarke, Mr R, Mrs J & Mr S Widmer, Ms S Milligan & Mr D Cottam, all in favour of Mr D Sinclair.

Mr & Mrs W Maiden in favour of Kevin Gale

MR J Dore & Ms B Kemp, Ms C Frith, Mr V Elliot, Mr & Mrs G Bowen, Dr G Mark, Mr & Mrs T McMahon, Mr J Patroni & Ms A Croft, Mr & Mrs Feehan, all in favour of the Chairperson

Ms K Marshall in favour of Mr R Burgess

Mr & Mrs C Jarvis, Mr & Mrs A Hill in favour of Mrs A Brown.

1. Mr C Howell was confirmed as Chairperson and the proxies were accepted. It was noted six proxies were delivered to the Body Corporate Managers office after the advised closing time and one proxy received was ineligible.
2. **MOTION 1:** Moved by John Thomson & seconded by Russ Burgess that " the Minutes of the AGM dated 04/08/09 and the SGM of 24/11/09 and 08/05/10 be adopted." Resolved & carried.
3. **Insurance: MOTION 2:** Moved By Kevin Gale and seconded by Judy Cain that" the Buildings and Contents Insurance cover be increased by 3% upon renewal [ 02/04/2011] from \$68,000,000.00 to \$70,040,000.00" Resolved and carried.

The Body Corporate Manager reminded the owners present to ensure they have their own Public Liability, Landlords and Contents Insurance cover.

4. **Financial Report: MOTION3:** Moved by Kevin Gale and seconded by Peter Salapatas that" the financial statements be accepted as presented" Resolved & carried.

Discussion re the transfer of funds from and to the Administration Fund and Sinking Fund took place between Peter Salapatas and David Sinclair and amendments to the Units Titles Act, which are to clarified by the Body Corporate manager.

**MOTION 4:** As amended and moved by Luke Grattan and seconded by Ann Brown

## **Vogue Body Corporate Management P/L**

38 Chaseling Street

Phillip ACT 2606 ABN: 28 132 377 818

Ph. 02 62603130 Fax. 02 62603131

[pz@voguebcm.com.au](mailto:pz@voguebcm.com.au)

that" Consent be granted by the Owners Corporation to transfer the sum of \$50,000.00 from the Administration Fund to the Sinking Fund" Resolved and Carried.

5. **BUDGET; MOTION 5** Special Resolution -Moved by Kevin Gale and Seconded by David Sinclair that " The proposed Administration Fund Budget of \$276,900.00 plus GST and the Sinking Fund budget of \$46,000.00 plus GST, a total budget of \$ 322,900.00 plus GST be adopted" Resolved & carried

Also, that the Corporation determine a levy equal to the approved budget for the twelve month period, commencing on the 1<sup>st</sup> July 2010, and to be contributed in accordance with the Units Entitlements at quarterly intervals, being the first days of September, December 2010 and March, June, 2011.

6. **Election Of Committee:** The following members were elected to the Executive Committee until the next Annual General Meeting: John Painter, Kevin Gale, Lyn Salapatas, Margaret Ryan, Terry Matthews, Andrew Digby and Russ Burgess.

Terry Matthews thanked Michael Brown for his assistance to the Owners Corporation over many years on the Executive Committee

Andrew Digby thanked the outgoing Executive Committee for their service to the Owners Corporation over the past year.

7. **BUILDING SUSTAINABILITY: MOTION 6:** Moved by Lyn Salapatas and seconded by Luke Grattan that" the Executive Committee investigate and make a recommendation to the Owners Corporation on the viability of installing solar panels on the roof of the Tower building and participating in the ACT Feed In Tariff Scheme" Resolved & Carried.

**MOTION 7:** Moved by Terry Matthews and seconded by Margaret Ryan that " the Executive Committee investigate and make a recommendation to the Owners Corporation on the viability of installing a Water Recycling System to use the water in the stormwater surge tank for the Gardens" Resolved & Carried.

8. **ANIMALS: MOTION 8:** Moved by Peter Salapatas and seconded by John Painter by way of a Special Resolution that "The Articles be amended by deleting current Article 10 and inserting new Article 10 which states-

### 10 ANIMALS

[1] A unit owner may keep an animal, or allow an animal to be kept, within the unit or the common property only with the consent of the Owners Corporation through the Executive Committee.

[2] The Owners Corporation consent must not be unreasonably withheld.

[3] Each application will be considered on its merits and in accordance with the guidelines approved by the Owners Corporation.

[4] Provisions of Articles of Units Plan 2737, as registered, apply to the keeping of an animal, in particular:

Article 6- Use of Common Property

Article 8- Use of Unit- Nuisance or annoyance; and

Article 9- Noise

[5] The provisions contained within the Department of Territory and Municipal Services Dog & Cat Policy and the Magistrates Court [ Domestic Animals Infringement

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Notice] regulation that is current at the time will apply.

[6] Consent will be withdrawn if there is a pattern of behavior inconsistent with the conditions of approval and the animal must then be removed.

[7] Withdrawal of approval will be in accordance with the guidelines approved by the Owners Corporation. Resolved and carried.

A poll was requested by Luke Grattan and agreed to by the Chairperson. The poll was 72% in favour of the Special Resolution.

**ANIMAL GUIDELINES: MOTION 9** Moved by Peter Salapatas and seconded by Russ Burgess that "The Owners Corporation approve the Attached Animal Guidelines" Resolved and carried

9. **MOTION 10:** As Amended Moved by Margaret Ryan and seconded by Russ Burgess that Article 6.2[2] be amended to -

"Only registered motor vehicles, motor vehicles, motorcycles, caravans, trailers, boat trailers and Bicycles are to be parked in the units parking bays. No personal Chattels are to be stored on or within the units garage entitlement" Resolved and carried.

10. **MOTION 11**

11. : Moved by Terry Matthews and seconded by Peter Salapatas as a Special Resolution that

"No bicycles are to be stored on a units balcony and/ or no bicycles are to be cleaned and washed down on a units balcony" After substantial discussion by the owners present the motion was put and failed.

Mr Kevin Gale thanked Chris Howell for his professional assistance to the Owners Corporation over the past two years and progressing many difficult matters to a successful conclusion. There being no further business the meeting closed at 8.40 pm.

CHAIRPERSON..........DATE 17.9.10.....



**ACT**  
Government

Justice and Community Safety

OFFICE OF REGISTER  
ACT Justice and Community Safety



SR#1833105

28/11/2012 13:51:49 SKILN

**1833105**

**SPECIAL RESOLUTION  
BY OWNERS CORPORATION**

Form 094 - SR

Land Titles Act 1925

**LODGING PARTY DETAILS**

Name The owners UP no. 2737 (Receipt) P. ZAKHAROFF CL. YOGUE ROAD CORP UGWS	Postal Address 38 CRASSHAWK ST. PUNKA APT 2606	Contact Telephone Number 02 62603130
--	--	---

**TITLE AND LAND DETAILS**

Volume & Folio	District/Division	Section	Block
1710 TO HWAH : 67	TURKISH	58	14

UNITS PLAN NUMBER
2737

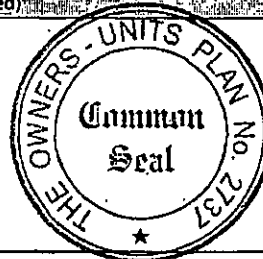
**DETAILS OF ARTICLE/S BEING AMENDED (insert article number/s)**

THAT THE ADOPTED AMENDMENTS TO THE ARTICLES OF UNITS PLAN 2737 BE REGISTERED BY THE OWNERS CORPORATION.

**SUPPORTING DOCUMENTATION**  
(Please tick appropriate item - Original signed copy must be supplied)

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

**COMMON SEAL OF OWNERS CORPORATION**  
(Seal must be affixed)



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

Signature <i>[Signature]</i>	Signature
Full Name (Block Letters) PETER CHARLES ZAKHAROFF	Full Name (Block Letters)
Address 38 CRASSHAWK ST. PUNKA APT 2606	Address
Office Held STENA MANAGER	Office Held

**OFFICE USE ONLY**

Lodged by NA	Annexures/Attachments Minutes/Resolution/Motion
Data entered by <i>[Signature]</i>	Registration Date 14 DEC 2012

**MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS OF UNITS PLAN 2737 SPACE THE RESIDENCE HELD ON MONDAY 13<sup>TH</sup> AUGUST 2012 AT ST BRIGIDS HALL, CNR WILSHIRE AND BANCROFT STREETS, DICKSON ACT AT 6.00PM.**

As a standard quorum was not present the decisions taken at the meeting were Reduces Quorum decisions in accordance with Schedule3 Part 3.10[4] of the Unit Titles [Management] Act 2011.

**Present:** C McVeigh, M Ryan, J Painter, J Abrams, K & B Gale, J Lawson, A James, C Howell, I Ford, R Burgess, I Turpie, K Marshall, A Digby, M & A Brown, P Newitt, P Zakharoff [Vogue Body Corporate Management]

**Apologies:** P & L Salapatas, M Eland.

**Proxies:** T Wilcock, R Tharle in favour of R Burgess, R McMullan & R Joyce, D Sinclair [2] in favour of J Painter, O'Neill & Brown Plumbing P/L, Mr & Mrs T McMahan, J & J Thomson in favour of the Chairperson, A Clarke in favour of P Newitt, A Brown, T & D Matthews, Mr & Mrs G Edwards [2] in favour of M Brown.

**Absentee Voting Forms:** G & K Noad, B Phillips, G Mark, Mr & Mrs C Jarvis.

1. Chris Howell was confirmed Chairperson for the meeting and the Proxies & Absentee Voting Forms were accepted.
2. **MOTION 1 :** Proposed by M Ryan & seconded by J Painter" That the Minutes of the previous Annual General Meeting held on Monday 22<sup>nd</sup> August 2011 and the Special General Meeting held on Tuesday 1<sup>st</sup> May 2012 be adopted" Resolved and carried – voting unopposed.
3. **MOTION 2:** Proposed by K Gale and Seconded by R Burgess "That the Building Insurance cover be increased by the CPI, being 1.2%, on renewal [02/04/13] to \$72,575,580.00" Resolved and carried – voting unopposed.
4. **FINANCIAL REPORT:**  
**MOTION 3:** Proposed by K Gale and seconded by M Brown "That the financial statements be accepted as presented" Resolved and carried – voting unopposed.
5. **BUDGET:**  
**MOTION 4:** Proposed by K Gale and seconded by M Brown " That the proposed Administration Fund budget of \$290,300.00 plus GST and the Sinking Fund Plan of \$48,228.00 plus GST being a total budget of \$338,528.00 plus GST be adopted" Resolved and carried – voting unopposed.  
**MOTION 5 :** Proposed by M Brown and seconded by A Digby "That the corporation determine a levy equal to the approved budget for the twelve month period, commencing on 1<sup>st</sup> July 2012, and to be contributed in accordance with the Unit Entitlements at quarterly intervals, being the first days of September 2012, December 2012, and March 2013, June 2013." Resolved and carried – voting unopposed.
6. **ELECTION OF COMMITTEE:** The following owners were elected to the Executive Committee until the next Annual General Meeting – M Ryan, I Ford, C Howell, & J Lawson.
7. **PRIVACY POLICY:**  
**MOTION 6:** Proposed by C Howell and seconded by P Newitt "That the Privacy Policy as recommended by the Executive Committee be accepted" Resolved and Carried – voting unopposed.



**8. CONSOLIDATED RULES:**

**MOTION 7:** Proposed by C Howell and seconded by J Painter "That the UP2737 Consolidated Rules, as recommended by the Executive Committee, be adopted" Resolved and Carried – voting unopposed.

There being no further business the meeting closed at 7.10pm.

**CHAIRPERSON**.....**DATE**.....

**THE SPACE UP2737 ANNUAL GENERAL MEETING OF 13 AUGUST 2012**  
**PRIVACY POLICY**

**Background**

From 21 December 2002, most private sector organizations in Australia are required to comply with the national privacy provisions as defined under the *Commonwealth Privacy Act 1988*.

The Unit Titles (Management) Act 2011, Part 7 – Owners Corporation Records, now includes specific notes that the corporate register contains personal information, and that the national privacy principles apply to the owners corporation handling of these records

A number of Fact sheets related to the new Act are available on the ACT Justice and Community Services web site. Fact Sheet 18 (Privacy) includes the following recommendation:

*“Because there may be confusion about whether and in what circumstances personal information should be released (eg, whether a unit owner can access the corporate register, and the extent of information the person can access), it is desirable for the owners corporation to establish a privacy policy.”*

The Executive Committee has developed a draft Privacy Policy for consideration by Owners at the Annual General Meeting.

As well as addressing personal information included in the Corporate Register, reference is also made to the privacy requirements in the Code of Practice for the Closed Circuit Television recordings.

The Executive Committee recommends adoption of this Privacy Policy by the owners.

Executive Committee  
SPACE UP2737



## **Privacy Policy for SPACE – The Residence**

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### **1. Purpose**

Under the Unit Titles (Management) Act 2011 the owners' corporation of Units Plan 2737 (SPACE The Residence) is required to maintain a Corporate Register. The corporate register contains personal information as defined under the Commonwealth of Australia *Privacy Act 1988*. The national privacy principles under that Act apply to the owners' corporation in relation to the collection, use, disclosure and storage of personal information.

This policy establishes the circumstances under which personal information may be released.

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### **2. Corporate Register**

The corporate register for Units Plan 2737 is maintained by the Body Corporate Manager, who will ensure:

- personal information is accurate and complete;
- requests for access to personal information are dealt with without delay; and
- personal information is destroyed when no longer required by law.

The Unit Titles (Management) Act 2011 requires unit owners to give the owners corporation for the Units Plan, written notice (within 14 days) of any change to information that must be recorded in the corporate register.

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### **3. Policy**

Your Personal Information will only be disclosed to third parties where required or authorized by law, or where you consent to the use or disclosure of the information.

Your Personal Information is stored in a manner that reasonably protects it from misuse and loss and from unauthorized access, modification or disclosure.

Most of the Personal Information is or will be stored in owners' corporation files which will be kept for a minimum of 7 years.

The national privacy principles provide you with the right to access the Personal Information we hold about you and to update or correct it. You can access your Personal Information by making a request in writing to the Body Corporate Manager. You may be charged an administrative fee for providing a copy of your Personal Information.

In order to protect your Personal Information we may require identification from you before releasing such information.

Privacy requirements for closed circuit television security video recordings are dealt with in the Code of Practice – CCTV for Space the Residence issued in December 2009.

Complaints about any breach of this privacy policy should be addressed in writing to the Executive Committee for Units Plan 2737.

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## 18 Privacy

### Overview

The owners corporation must by law comply with the National Privacy Principles under the Privacy Act 1988 (Cwth) ("NPPs"). Owners corporations are bound by the NPPs. Each owners corporation should prepare a privacy policy which details how it generally manages personal information and safeguards privacy.

### What is new

From 21 December 2002, most private sector organisations in Australia, must by law comply with the NPPs. While these laws are not new, owners corporations should familiarise themselves with their privacy obligations.

### Who does this apply to?

All owners corporations, unit owners, executive committee members and managers.

Warning: The rules applicable to the provision of personal information are different from state to state. The ACT law is different to that in NSW.

### Issues

#### What is personal information?

Personal information is any information that identifies a person or information by which a person's identity can be reasonably discovered. Examples are names, addresses, marital status, taxation information, income, internet addresses (e-mail, facebook or twitter address details), credit card information etc.

#### The collection of personal information

An owners corporations should only collect personal information that is necessary for it to perform its functions.

The kinds of personal information an owners corporation collects and holds will depend upon the nature of the body corporate and the services it is required to deliver. However, it may include:

- Collection of information about members, tenants or guests. This information will includes name, address and contact details. (eg, this must include information of a formal nature required for the corporate register. It may also include details about possible breaches of the rules or complaints about the member.)
- Collection of other information about individuals in the course of discharging its functions. (eg, this may include details about persons trespassing on common property.)

### Examples

1. An owners corporation is required by law to maintain a corporate register. The register contains the names and addresses for correspondence of all the unit owners in the units plan and the full names of its executive members.
2. An owners corporation may distribute a news-sheet or run a web site for the benefit of and at the request of members. These services might seek personal information about members (and, if a web-site, may involve the automatic collection of information including the use of 'cookies' or the collection of anonymous information for tracking usage patterns).

### Using and disclosing personal information

Any personal information which is collected by the owners corporation can only be used according to law. The information should be properly maintained – it should be accurate and it should be secured.

### Examples

1. Limit access to personal information.
2. Secure or lock rooms/cabinets/files/data systems where personal information may be kept;
3. Keep a "clean desk" - when personal information is not being used, keep it secure and out of sight;

The misuse of personal information may expose the owners corporation to the risk of significant damages for a breach of privacy. The malicious or negligent release of personal information may also expose the owners corporation to other forms of civil damages.

### *Examples of reasonable use*

1. The owners corporation provides the corporate register to the secretary of the corporation or to its manager to manage on behalf of the owners corporation.
2. An outgoing secretary (or manager) provides the corporate register to the secretary of the owners corporation.
3. The secretary or manager provides personal information about an owner or tenant to:
  - a person (when required to do so by law);
  - a tradesperson (if necessary to prevent damage to common property); or
  - an insurer (for the purpose of meeting insurance obligations).
4. The secretary or manager writes/emails members at their last known place of address to inform them of a meeting or some other matter appropriately addressed by the body corporate.
5. The secretary or manager provides personal information about members to the owners corporation or executive committee where necessary for the performance of its functions.
6. A manager provides the corporate register to the secretary of the owners corporation or executive committee on notice of a resolution to that effect.
7. The secretary or manager provides access to an owner to ensure their own personal information is accurate, and to suggest corrections.

### *Examples of inappropriate use*

1. A person sells personal information from the corporate register to another.
2. A person gives personal information from the corporate register to a member of the press.
3. A person leaves a copy of the corporate register where it can be accessed by a person who is not authorized to see it.
4. A secretary or manager gives personal information from the corporate register to another member so that the member may contact them about a personal matter (unless that other person has consented to the release of the personal information).

Note also that a member may volunteer information about themselves to an owners corporation (beyond what is required by law) – this information cannot be used unless the member also has agreed to the use of the volunteered information.

### *Examples of use which might be authorised*

Any person may authorise the release of their own personal information. Unit title members might agree to the following types of release:

1. The release of names and birthdays in a social news-sheet issued by the owners corporation.
2. The release of all personal information to all other members of the owners corporation.

### Privacy policies

Because there may be confusion about whether and in what circumstances personal information should be released (eg, whether a unit owner can access the corporate register, and the extent of information the person can access), it is desirable for the owners corporation to establish a privacy policy.

Anyone whose personal information may be dealt with by the policy should be asked to agree to the policy (in some cases this will be at the time the policy is agreed, in other cases, it may simply set out an agreed process). A policy which provides for the release of personal information can only apply to those who agree to it. If it is intended to apply to future residents, consideration will need to be given to the policy being made as a rule.

A policy might deal with a number of matters:

- who is accountable for privacy issues (ordinarily, this will be the secretary or manager). The accountable person should ensure:
  - personal information is accurate and complete;
  - requests for access to personal information are dealt with without delay; and
  - personal information is destroyed or made anonymous when no longer required by law.
- Information to owners and tenants about:
  - where consent is not required or is implied in relation to the management of personal information (eg, the collection of information for the corporate register, the provision of information to managers etc);
  - the need to gain consent before the owners corporation collects, uses or discloses personal information; and

- why personal information is being collected, how it is being used and to whom it has been disclosed;

**How can I contact another member for a private purpose?**

I want to contact the good-looking guy/girl in flat 5.

In the ACT, an owners corporation, secretary or manager cannot give you this information from information held by the owners corporation.

**How can I contact another member to discuss a body corporate matter?**

I want to talk to another members about a problem I have in the body corporate (eg noise, poor management, inappropriate actions by another member) but I don't know their names/contact details.

In the ACT, an owners corporation, secretary or manager cannot give you this information from information held by the owners corporation. You may request that the secretary or manager ask other members to contact you or you may write letters to the relevant addresses setting out your issues or, if available, place notices in permitted locations to similar effect.

If the issue is a matter which should be addressed at a meeting of the body corporate or executive committee (or by the manager), you may ask the appropriate person to have it dealt with there.

Alternatively members may agree – through a privacy policy – about the circumstances in which their personal information may be given to another.

**Resources**

*Unit Titles (Management) Act 2011, Legislation Act 2001* ([www.legislation.act.gov.au](http://www.legislation.act.gov.au))

*Privacy Act 1988 (Cwlth)* ([www.comlaw.gov.au](http://www.comlaw.gov.au))

**Disclaimer**

The factsheets are intended to guide users of the legislation, including unit owners, executive committees and managers to meet their requirements under the law.

While reasonable steps have been taken to ensure the information in this guide is accurate, you should not rely solely on that information. The factsheets do not constitute legal advice. If you are uncertain of your legal obligations or rights or if you are having a dispute involving an owners corporation, you should seek independent legal advice.

**THE SPACE UP2737 ANNUAL GENERAL MEETING OF 13 AUGUST 2012  
CONSOLIDATED RULES**

**Background**

The Articles of Unit Plan No. 2737 were approved on the 3<sup>rd</sup> of August 2006. These Articles were based on the Default Articles prescribed by regulation, and as amended by owners under section 128 of the Unit Titles Act 2001.

Further changes to these Articles were approved by owners at the Annual General Meeting on the 16<sup>th</sup> of August 2010.

On the 30<sup>th</sup> of March 2012 the Unit Titles (Management) Act 2011 came into effect. This Act changes the term Articles to Rules, and has slightly amended Default Rules.

The Executive Committee is proposing that the Space Articles be updated as Rules. This will provide a consolidated document, that includes changes previously approved by owners, and language that is consistent with the Unit Titles (Management) Act 2011.

Differences in wording are minor are summarized below.

**Summary of changes proposed to the Rules of Unit Plan No. 2737**

References to Unit Titles Act 2001 have been changed to Unit Titles (Management) Act 2011, and references to Articles have been changed to Rules.

**1 Definitions – default rules**

Reference changes to the new Act, and minor wording changes in line with the new Default Rule 1.

**2 Executive Committee**

No change from the previous Articles.

**3 Payment of rates and taxes by unit owners**

Wording as in the Default Rule 2; no change from previous Articles.

**4 Repairs and maintenance**

Wording as in the Default Rule 3; minor wording changes only.

**4.1 Basement car parks - Owners Unit Entitlement**

No change from previous Articles.

**4.2 Windows and balconies**

No change from previous Articles.



## **5 Erections and alterations**

Wording of (1) and (2) as per the Default Rule 4; previously required a special resolution and now requires an unopposed resolution.

Wording of (3) to (5) no change from the previous Articles.

### **5.1 Security doors and fly screens**

No change from previous Articles.

## **6 Use of common property**

Wording as in the Default Rule 5. Changed from "An occupant must not use...", to, "A unit owner must not use ... or permit to be used...".

### **6.1 Storage, placement or attachment of items**

No change from previous Articles.

### **6.2 Basement car park**

Wording from previous Articles, as amended at the Annual General Meeting on the 16<sup>th</sup> of August 2010.

### **6.3 Smoking**

No change from previous Articles.

### **6.4 Rubbish**

No change from previous Articles.

### **6.5 Scooters, roller blades etc**

No change from previous Articles.

### **6.6 Vandalism and damage**

No change from previous Articles.

### **6.7 Activation of fire alarms, fire hoses and fire extinguishers**

No change from previous Articles.

### **6.8 Advertising signage**

No change from previous Articles.

## **7 Hazardous use of unit**

Wording as in the Default Rule 6. No change from previous Articles.

**7.1 Storage of hazardous liquids**

No change from previous Articles.

**8 Use of Unit – nuisance or annoyance**

Wording as in the Default Rule 7. Change includes exemption if permission has been given, conditions and withdrawal of permission.

**9 Noise**

Wording as in the Default Rule 8. Changed from "An occupant must not use...", to, "A unit owner must not use ... or permit to be used...".

**9.1 Excessive noise from parties etc after 11 pm**

No change from previous Articles.

**10 Animals**

Wording as approved by owners at the Annual General Meeting on the 16<sup>th</sup> of August 2010.

**11 Illegal use of unit**

Wording as in the Default Rule 9; minor wording changes only.

**11.1 Security**

No change from previous Articles.

**12 Visitors' car parking and slip road**

No change from previous Articles.

**13 Moving items into or out of the buildings**

No change from previous Articles.

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

Wording as in the Default Rule 10; minor wording changes only.

**15 Seal of owners corporation**

Wording of (a) is as the Default Rule 11; requires the Seal to be attached by decision of the executive committee.

Wording of (b) and (c) is unchanged from (a) and (b) in the previous Articles.

Executive Committee

SPACE UP2737

# SPACE THE RESIDENCE

## RULES OF UNIT PLAN NO. 2737

### 1 Definitions – default rules

(1) In these rules:

*executive committee representative* means a person authorised in writing by the Executive Committee under rule 14 (4).

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

*occupant* includes every person at any time present on the premises of Unit Plan No. 2737.

*rubbish* includes every description of litter, discarded material and spills of liquid or other substances.

*the Act* means the Unit Titles (Management) Act 2011 as in force from time to time.

*the Regulations* mean the Unit Titles (Management) Regulation 2011 as in force from time to time.

*UP2737* means the development known as SPACE THE RESIDENCE, the street address of which is 155 Northbourne Avenue, Turner in the Australian Capital Territory.

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

### 2 Executive Committee

The Executive Committee shall be made up as follows:

5 committee members elected from the owners of units situated in the Tower building; and

2 committee members elected from the owners of units situated in the Forbes Street building.

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

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

### 4 Repairs and maintenance

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

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

#### 4.1 Basement car parks - Owners Unit Entitlement

(1) All oil spills or leaks, acid spills or any other spillages or stains from any material, beyond fair wear and tear, must be removed by the unit owner.

(2) The occupant who has caused the damage is liable to reimburse the corporation for all expenses that it incurs in rectifying the damage.

## **4.2 Windows and balconies**

- (1) All window treatment including blinds and curtains that can be seen from the exterior of any unit must be white or off white in colour to ensure consistency and complement the design of the complex.
- (2) Balconies must be kept clean of invertebrate infestations.
- (3) When cleaning balconies, unit owners must direct all cleaning solutions away from the overflow spitter drains to the floor waste provided and not allow any solution to drip onto the units or ground below. Spitter drains should be blocked with either rag or some other device prior to cleaning the balcony.
- (4) No clothes lines shall be erected on a balcony, nor shall clothes be left to air where they may be visible from the exterior of the unit.

## **5 Erections and alterations**

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

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

- (2) Permission may be given subject to conditions stated in the resolution.
- (3) Timber and tiled floor finishes are required to be designed by an accredited acoustic consultant prior to installation and following installation, certification of the installation is to be provided to the Executive Committee.
- (4) Permission may be withdrawn by the Executive Committee or the Owners' Corporation if stated conditions have not been met.
- (5) The owner is liable to reimburse the Owners' Corporation for rectification or removal of the work.

### **5.1 Security doors and fly screens**

- (1) A unit owner must not install security doors or fly screens on apartment entry doors from the hallways.
- (2) The owner who causes the damage is liable to reimburse the Owners' Corporation for rectification or removal of the work.

## **6 Use of common property**

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

### **6.1 Storage, placement or attachment of items**

- (1) No items are to be stored on, placed in or attached to any common property.
- (2) Sub rule (1) does not apply if the Executive Committee has given an owner, occupier or user of the unit written permission for that use.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by the Executive Committee or the Owners' Corporation if stated conditions have not been met.

### **6.2 Basement car parks**

- (1) All occupants must park only within their allocated parking bays and must park so as to ensure that vehicles in adjacent parking bays are not prevented from having their doors opened.
- (2) Only registered motor vehicles, motorcycles, caravans, trailers, boat trailers and bicycles are to be parked in the units parking bays. No personal chattels are to be stored on or within the units garage entitlement.
- (3) The speed limit within the basement car parks, ramps and road way is 10 kms per hour.
- (5) Rule 6.2 (2) does not apply if the Executive Committee has given permission for another type of vehicle to be parked.

### **6.3 Smoking**

- (1) Smoking is not permitted in any of the common areas, including the lifts, foyers, hallways or basement car parks.
- (2) An occupant must not throw cigarette butts or ash over balconies or discard them in any part of the common property.

### **6.4 Rubbish**

- (1) Occupants must remove from all areas of common property all rubbish generated by their activities.
- (2) Occupants must not throw any items from their balconies.
- (3) Occupants should assist in maintaining the overall cleanliness of the common property where it is practicable and reasonable for them to do so.

- (4) Where it is not practicable for the occupant to clean up rubbish, the occupant should report the rubbish to the Building Superintendent, or to a member of the Executive Committee.

#### **Tower Building**

- (5) Small amounts of household waste may be deposited in the garbage chute located at the southern end of each floor. All garbage must be securely tied in double plastic bags, of a size to comfortably fit the chute opening and not create blockages in the chute.
- (6) Items, which are not permitted in the garbage chute, are clearly marked on the chute door. No glass of any kind is to be deposited in the garbage chute.
- (7) Large amounts of refuse and ALL recyclables must be taken to the garbage room located in the utility room and placed in the bins provided. Large boxes must be cut down before placing them in the bins provided.

#### **Forbes Street Building**

- (8) Large boxes must be cut down before placing them in the bins provided. Alternatively, arrangements may be made with the Building Superintendent to put large items in the Tower Building hopper.

### **6.5 Scooters, roller blades etc**

Roller blades, skateboards, scooters (other than mobility aids) and any other non-motorised wheeled conveyances must not be used on the common property.

### **6.6 Vandalism and damage**

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

### **6.7 Activation of fire alarms, fire hoses and fire extinguishers**

- (1) Except in case of fire, an occupant must not do any act that activates the fire alarm, use the fire hoses or fire extinguishers.
- (2) Under no circumstances are fire doors to be chocked open.
- (3) The occupant who activates the fire alarm is liable to the corporation for all expenses it incurs in respect of the fire brigade attendance and resetting of the fire alarms.

### **6.8 Advertising signage**

- X (1) Except for SPACE the Residence sales office signage, no advertising signage X including real estate signs, are permitted in any part of the complex.
- (2) Sub rule (1) does not apply if the Executive Committee has given written permission for some other signage.

## **7 Hazardous use of unit**

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

### **7.1 Storage of hazardous liquids**

Petrol and other hazardous liquids must not be stored in any unit or basement car park or storage unit entitlement.

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

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

## **9 Noise**

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

### **9.1 Excessive noise from parties etc after 11 pm**

There must be no excessive noise from parties, music or loud conversation including on balconies or the common property, after 11pm.

## **10 Animals**

- (1) A unit owner may keep an animal, or allow an animal to be kept, within the unit or the common property only with the consent of the Owners Corporation through the Executive Committee.
- (2) The Owners Corporation consent must not be unreasonably withheld.
- (3) Each application will be considered on its merits and in accordance with guidelines approved by the Owners Corporation.
- (4) Provisions of rules of Unit Plan 2737, as registered, apply to the keeping of an animal, in particular:

Rule 6 – Use of common property;  
Rule 8 – Use of unit – nuisance or annoyance, and  
Rule 9 – Noise.

- (5) The provisions contained within the Department of Territory and Municipal Services Dog Policy and the Magistrates Court (Domestic Animals Infringement Notice) Regulation that is current at the time will apply.
- (6) Consent will be withdrawn if there is a pattern of behaviour inconsistent with the conditions of approval and the animal must then be removed.
- (7) Withdrawal of approval will be in accordance with guidelines approved by the Owners Corporation

## **11 Illegal use of unit**

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

### **11.1 Security**

- (1) Occupants must ensure that all security doors are properly closed after use.
- (2) A security door must not be propped open or disabled.
- (3) An occupant must not admit to the premises of the complex any person who is unknown to the occupant personally, or who has not been invited by them to enter.
- (4) An occupant must safeguard all keys and swipes to the common areas and not negligently lose them or allow them to be stolen.

## **12 Visitors' car parking and slip road**

- (1) The speed limit in the visitor car parking area off Condamine Street and the slip road adjacent to the Tower building is 10 km per hour.
- (2) Except for removal vehicles, the parking area in front of the main entry foyer of the Tower building is for pick up and set down only. No parking is permitted in front of the Tower building.
- (3) Parking is permitted only within marked parking spaces in the visitors' car parking area off Condamine Street.
- (4) The grassed area in front of the ground floor apartments facing Northbourne Avenue must not be used for parking.
- (5) The slip lane onto Northbourne Avenue is an exit only lane, with no entry from Northbourne Avenue and entry only from Condamine Street.

### **13 Moving items into or out of the buildings**

- (1) An occupant moving into or out of the Tower building is limited to the period between 8am and 5pm Monday to Saturday and must advise the occupant's removalist of this restriction, and:
  - (a) must notify the contact person nominated by the Executive Committee of the intended move, providing not less than 24 hours notice; and
  - (b) must notify the contact person nominated by the Executive Committee as soon as the move is completed.
- (2) An occupant must not damage or soil any part of the common property when moving items into or out of the complex.
- (3) The occupant who has caused the damage is liable to reimburse the corporation for all expenses that it incurs in rectifying the damage.

### **14 What may an Executive Committee representative do?**

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

### **15 Seal of owners corporation**

For the attaching of the seal of the owners corporation to a document to be effective -

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

*Note* Executive committee decisions must be made by majority vote, or by unanimous vote if there are only 2 members of the committee (see sch 2, s 2.10).

- (b) the Seal must be attached in the presence of an employee of the Managing Agent appointed pursuant to the Unit Titles Act 2001 who shall sign the document as a witness; or
- (c) the Seal must be attached in the presence of two (2) Executive Committee Members who shall sign the document as witnesses.

**Note:**

These rules are the default rules under the Unit Titles (Management) Act 2011 as amended by special resolution of a general meeting of the proprietors of Units Plan 2737 pursuant to section 108 of the Act on the 13<sup>th</sup> August 2012.



**ACT**  
Government  
Justice and Community Safety

OFFICE OF REGULATION  
ACT Justice and Community Safety



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**2060234**

**SPECIAL RESOLUTION  
BY OWNERS CORPORATION**

Form 094 - SR

Land Titles Act 1925

**LODGING PARTY DETAILS**

Name	Postal Address	Contact Telephone Number
PETER ZAKHAROFF	38 CHASSELING ST. PHILIP ACT. 2606	02 62603130

**TITLE AND LAND DETAILS**

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
<del>1710/67</del> 1710/70	TURKISH	SR	14	2737

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

RULES 1, 3, 4, 5, 6, 8, 9 & 10.

**SUPPORTING DOCUMENTATION** (Please tick appropriate item - Original signed copy must be supplied)

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

**COMMON SEAL OF OWNERS CORPORATION** (Seal must be affixed)



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

Signature	Signature
Full Name (Block Letters) PETER ZAKHAROFF	Full Name (Block Letters) HELEN MARGARET ZAKHAROFF
Address 38 CHASSELING ST PHILIP ACT	Address 38 CHASSELING ST PHILIP
Office Held BODY CORP. MANAGER	Office Held VOGUE BODY CORP MANAGEMENT

**OFFICE USE ONLY**

Lodged by	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		23 NOV 2016
Registered by	Registration Date	

# SPACE - THE RESIDENCE

## RULES OF UNITS PLAN NO. 2737

These rules of Units Plan No. 2737 are the rules approved on the 6th September 2016 by special resolution at an annual general meeting of the proprietors of Units Plan 2737 pursuant to section 108 of the Act.

They replace the rules of Units Plan No. 2737 approved by special resolution at a general meeting on the 13<sup>th</sup> August 2012.

The 2016 approved rules have been informed by the default rules under the Unit Titles (Management) Act 2011, the 2012 approved rules and amendments to the 2012 approved rules.

*The 2016 approved rules come into effect on the 5<sup>th</sup> October 2016.*

### 1 Definitions

(1) In these rules:

**executive committee representative** means a person authorised in writing by the executive committee under rule 14 (4).

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

**occupant** includes every person at any time present on the premises of Unit Plan No. 2737.

**rubbish** includes every description of litter, discarded material and spills of liquid or other substances.

**the Act** means the Unit Titles (Management) Act 2011 as in force from time to time.

**UP2737** means the development known as SPACE THE RESIDENCE, the street address of which is 155 Northbourne Avenue, Turner in the Australian Capital Territory.

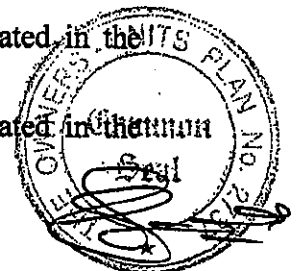
(2) A word or expression in the Act has the same meaning in these rules.

### 2 Executive Committee

The Executive Committee shall be made up as follows:

5 committee members elected from the owners of units situated in the  
Tower building; and

2 committee members elected from the owners of units situated in the  
Forbes Street building.



### **3 Payment of rates and taxes by unit owners**

- (1) A unit owner must pay all rates, taxes, owners corporation levies and any other amount payable for the unit, including debt recovery fees.
- (2) Any owners corporation levy must be paid within 28 days of the date of the levy notice, after which time interest will be charged on any amount outstanding.
- (3) The interest rate for amounts outstanding will be calculated at the rate of 20 percent per annum.

### **4 Repairs, maintenance and detailing**

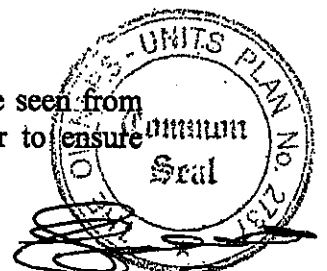
- (1) A unit owner, as part of the owners corporation, has an obligation to maintain the valuable asset of the building in terms of its:
  - (a) appearance and design integrity
  - (b) engineering and construction standards
  - (c) quality of fixtures and fittings
  - (d) safety standards
  - (e) acoustic performance, and
  - (f) energy ratings
- (2) A unit owner must ensure that the unit is in a state of good repair.
- (3) All work that involves creating substantial noise must be undertaken only between 8:00am and 5:00pm Monday to Friday.
- (4) 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.

#### **4.1 Basement car parks - Owners Unit Entitlement**

- (1) All oil spills or leaks, acid spills or any other spillages or stains from any material, beyond fair wear and tear, must be removed by the unit owner.
- (2) The occupant who has caused the damage is liable to reimburse the corporation for all expenses that it incurs in rectifying the damage.

#### **4.2 Windows and balconies**

- (1) All window treatments including blinds and curtains that can be seen from the exterior of any unit must be white or off white in colour to ensure consistency and complement the design of the complex.



- (2) Balconies must be kept clean of invertebrate infestations.
- (3) When cleaning balconies, unit owners must direct all cleaning solutions away from the overflow spitter drains to the floor waste provided and not allow any solution to drip onto the units or ground below. Spitter drains should be blocked with either rag or some other device prior to cleaning the balcony.
- (4) No clothes lines shall be erected on a balcony, nor shall clothes be left to air where they may be visible from the exterior of the unit.
- (5) Air-conditioners must remain totally concealed within balcony bulkheads as per the original building design with no air-conditioners, condensate pipes or conduits visible from the exterior of the unit.
- (6) A unit owner must seek the approval of the executive committee and receive their written permission before installing a balcony sun control option; and the executive committee may only approve a sun-control option listed in Appendix A to these Rules.

#### 4.3 Flooring and floor finishes

- (1) A unit owner must seek the approval of the executive committee and receive their written permission before commencing a change to flooring and floor finishes. Such a change includes when changing from carpet to, for example, vinyl, any kind of timber or bamboo flooring, or ceramic flooring.

*Note* Polished concrete flooring is not permitted as it involves alteration to the slab (which is a structural element of the building) and it is not acceptable acoustically.

- 2) Permission may be granted subject to conditions, and include, *for example*, that the flooring/floor finish is to be designed (by an accredited acoustic consultant or expert professional working in the fields of acoustic science or engineering) so that pre-replacement and post-replacement acoustic testing would satisfy the requirement of the replacement delivering an equal or enhanced acoustic performance of the unit.
- 3) Permission may be withdrawn by the executive committee if stated conditions and compliance have not been met, in which case the owner is liable to reimburse the owners corporation for rectification or removal of the work.
- 4) Once flooring and floor finish alterations have been completed, a unit owner is not exempt from and must continue to abide by all other relevant rules - including Rule 8 *Use of unit - nuisance or annoyance* and Rule 9 *Noise*.



## **5 Erections and alterations**

- (1) A unit owner may erect or alter any structure in or on the unit or the common property only -
  - (a) in accordance with the express permission of the owners corporation by unopposed resolution; and
  - (b) in accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).
- (2) Permission may be given subject to conditions stated in the resolution.
- (3) Permission may be withdrawn by the executive committee or the owners corporation if stated conditions have not been met.
- (4) The owner is liable to reimburse the owners corporation for any cost incurred for the rectification or removal of the work.

### **5.1 Security doors and fly screens**

- (1) A unit owner must not install security doors or fly screens on apartment entry doors from the hallways.
- (2) The owner who causes the damage is liable to reimburse the owners corporation for any costs incurred for the rectification or removal of the work.

### **5.2 Balcony bulkheads**

A unit owner must retain balcony bulkheads as integrated functional and architectural elements of the overall building design.

## **6 Use of common property**

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

### **6.1 Storage, placement or attachment of items**

- (1) No items are to be stored on, placed in or attached to any common property.
- (2) Sub rule (1) does not apply if the executive committee has given an owner, occupier or user of the unit written permission for that use.
- (3) Permission may be given subject to stated conditions.



- (4) Permission may be withdrawn by the executive committee or the owners corporation if stated conditions have not been met.

## **6.2 Basement car parks**

- (1) All occupants must park only within their allocated parking bays and must park so as to ensure that vehicles in adjacent parking bays are not prevented from having their doors opened.
- (2) Only registered motor vehicles, motorcycles, caravans, trailers, boat trailers and bicycles are to be parked in the units parking bays. No personal chattels are to be stored on or within the units garage entitlement.
- (3) The speed limit within the basement car parks, ramps and road way is 10 km per hour.
- (4) Rule 6.2 (2) does not apply if the executive committee has given written permission for another type of vehicle to be parked.

## **6.3 Smoking**

- (1) Smoking is not permitted in any of the common areas, including the lifts, foyers, hallways or basement car parks.
- (2) An occupant must not throw cigarette butts or ash over balconies or discard them in any part of the common property.

## **6.4 Rubbish**

- (1) Occupants must remove from all areas of common property all rubbish generated by their activities.
- (2) Occupants must not throw or in any other way discard liquids, solid items or other materials from their balconies.
- (3) Occupants should assist in maintaining the overall cleanliness of the common property where it is practicable and reasonable for them to do so.
- (4) Where it is not practicable for the occupant to clean up rubbish, the occupant should report the rubbish to the cleaners or the owners corporation manager.

## **Tower Building**

- (5) Small amounts of household waste may be deposited in the garbage chute located at the southern end of each floor. All garbage must be securely tied in double plastic bags, of a size to comfortably fit the chute opening and not create blockages in the chute.
- (6) Items, which are not permitted in the garbage chute, are clearly marked on the chute door. No glass of any kind is to be deposited in the garbage chute.



- (7) Large amounts of refuse and ALL recyclables must be taken to the garbage room located in the utility room and placed in the bins provided. Large boxes must be cut down before placing them in the bins provided.

#### **Forbes Street Building**

- (8) Large boxes must be cut down before placing them in the bins provided. Alternatively, arrangements may be made with the cleaners to put large items in the Tower Building hopper.

#### **6.5 Scooters, roller blades etc.**

Roller blades, skateboards, scooters (other than mobility aids) and any other non-motorised wheeled conveyances must not be used on the common property.

#### **6.6 Vandalism and damage**

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

#### **6.7 Activation of fire alarms, fire hoses and fire extinguishers**

- (1) Except in case of fire, an occupant must not do any act that activates the fire alarm, or use the fire hoses or fire extinguishers.
- (2) Under no circumstances are fire doors to be chocked open.
- (3) The occupant who activates the fire alarm is liable to the owners corporation for all expenses it incurs in respect of the fire brigade attendance and resetting of the fire alarms.

#### **6.8 Advertising signage**

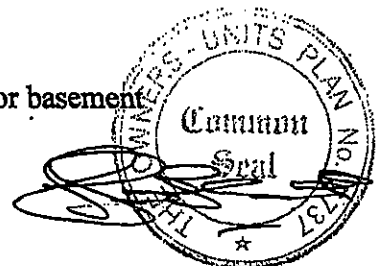
- (1) No advertising signage, including real estate signage, is permitted in any part of the complex.
- (2) Sub rule (1) does not apply if the executive committee has given written permission for some other signage.

### **7 Hazardous use of unit**

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

#### **7.1 Storage of hazardous liquids**

Petrol and other hazardous liquids must not be stored in any unit or basement car park or storage unit entitlement.



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

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

## **9 Noise**

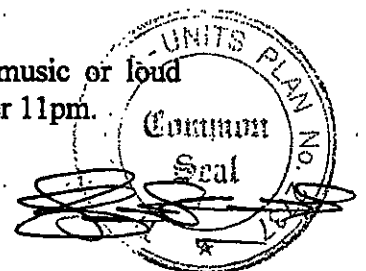
- (1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.

*Note* Noise in this context refers to:

- (a) air-borne noise, (for example loud conversation) that may travel from one unit to another either directly through structures such as walls, ceilings and floors, or around through open windows and doors or gaps in structures; and
  - (b) structure-borne noise (for example impact noise from hard-soled footwear or chair movement on hard floor surfaces) that is transmitted by causing sound/vibration within building structures.
- (2) This rule does not apply to the making of a noise if the executive committee has given the person responsible for making the noise written permission to do so.
  - (3) Permission may be given subject to stated conditions.
  - (4) Permission may be withdrawn by special resolution of the owners corporation.

### **9.1 Excessive noise after 11 pm**

There must be no excessive noise, *for example* from parties, music or loud conversation, including on balconies or the common property, after 11pm.



## **10 Animals**

- (1) A unit owner may keep an animal, or allow an animal to be kept, within the unit or the common property only with the written consent of the owners corporation through the executive committee.
- (2) The owners corporation consent must not be unreasonably withheld.
- (3) Each application will be considered on its merits and in accordance with guidelines approved by the owners' corporation.
- (4) Provisions of rules of Unit Plan 2737, as registered, apply to the keeping of an animal, in particular:
  - Rule 6 – Use of common property;
  - Rule 8 – Use of unit – nuisance or annoyance, and
  - Rule 9 – Noise.
- (5) All relevant provisions contained within territory legislation and ACT government policies will also apply.
- (6) Consent will be withdrawn if there is a pattern of behaviour inconsistent with the conditions of approval and the animal must then be removed.
- (7) Withdrawal of approval will be in accordance with guidelines approved by the owners corporation.

## **11 Illegal use of unit**

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

### **11.1 Security**

- (1) Occupants must ensure that all security doors are properly closed after use.
- (2) A security door must not be propped open or disabled.
- (3) An occupant must not admit to the premises of the complex any person who is unknown to the occupant personally, or who has not been invited by them to enter.
- (4) An occupant must safeguard all keys and swipes to the common areas and not negligently lose them or allow them to be stolen.

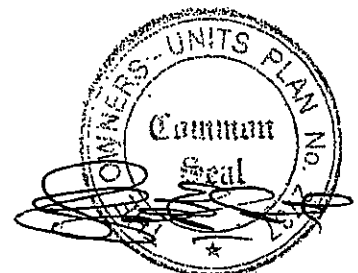


## **12 Visitors' car parking and slip road**

- (1) The speed limit in the visitor car parking area off Condamine Street and the slip road adjacent to the Tower building is 10 km per hour.
- (2) Except for removal vehicles, the parking area in front of the main entry foyer of the Tower building is for pick up and set down only. No parking is permitted in front of the Tower building.
- (3) Parking is permitted only within marked parking spaces in the visitors' car parking area off Condamine Street.
- (4) The grassed area in front of the ground floor apartments facing Northbourne Avenue must not be used for parking.
- (5) The slip lane onto Northbourne Avenue is an exit only lane, with no entry from Northbourne Avenue and entry only from Condamine Street.

## **13 Moving items into or out of the buildings**

- (1) An occupant moving into or out of the Tower building is limited to the period between 8am and 5pm Monday to Saturday and must advise the occupant's removalist of this restriction, and:
  - (a). must notify the contact person nominated by the executive committee of the intended move, providing not less than 24 hours notice; and
  - (b). must notify the contact person nominated by the executive committee as soon as the move is completed.
- (2) An occupant must not damage or soil any part of the common property when moving items into or out of the complex.
- (3) The occupant who has caused the damage is liable to reimburse the owners corporation for all expenses that it incurs in rectifying the damage.



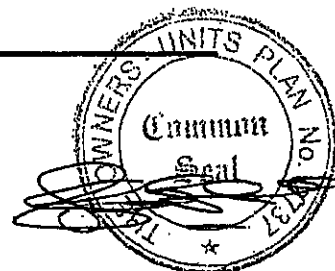
**14 What may an Executive Committee representative do?**

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

**15 Seal of the owners corporation**

For the attaching of the seal of the owners corporation to a document to be effective –

- (a) the seal must be attached by majority decision of the executive committee; and either
- b) the seal must be attached in the presence of an employee of the managing agent appointed pursuant to the Unit Titles (Management) Act 2011 who shall sign the document as a witness; or
- c) the seal must be attached in the presence of two executive committee members who shall sign the document as witnesses.



**MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS OF UNITS PLAN 2737 SPACE THE RESIDENCE HELD ON TUESDAY 6<sup>TH</sup> SEPTEMBER 2016 AT ST BRIGID'S HALL CNR WILSHIRE AND BANCROFT STREETS DICKSON AT 5.30PM.**

**As a standard quorum was not present the decisions taken at the meeting were Reduced Quorum decisions in accordance with Schedule 3 Section 3.1 of the Unit Titles [Management] Act 2011.**

**Present:** C MCVeigh, M Ryan, K Harte, K Douglas, K & B Gale, S Baker & J Davies, A James, M Dickens, Mr & Mrs J Harvey, L Chapman, J Patroni & A Croft, J McDonnell, G & H Holland, P & L Salapatas, A Brown, P Newitt.

**Guests:** Mr M Brown.

**Apologies:** J Painter, A Digby, K Marshall.

**Proxies:** T Wilcock, Mr & Mrs W Maiden, R McMullen & R Joyce, D & M Sinclair in favour of K Gale. J Painter, J Dore & B Kemp, J Abrams, Mr & Mrs J Lawson, S Dubrulle, Mr & Mrs G Noad, B Phillips, G Mark, T McMahon in favour of the Chairperson. J Thomson, Mr & Mrs C Jarvis, T & D Matthews, Dr & Mrs D Griffin in favour of M Brown. C Hawkins & H Withnell, T Mules & S Ball in favour of P Newitt. C Howell in favour of A Howell. A Digby in favour G Holland.

P Newitt was confirmed Chairperson for the meeting and the proxies were accepted.

**Minutes:** The Minutes of the previous Annual General Meeting held on Monday 24<sup>th</sup> August 2015 and the General Meeting held on Tuesday 1<sup>st</sup> March 2016 were taken as read.

**MOTION 1:** Proposed by K Gale & seconded by J Davies "That the Minutes of the previous Annual General Meeting held on 24/08/2015 and General Meeting held on 01/03/2016 be adopted" Resolved and carried. Voting 31 in favour. 1 against & 5 abstentions

**Insurance:**

**MOTION 2:** Proposed by M Brown and seconded by M Ryan "That the Owners Corporation of Units Plan 2737 authorise the Body Corporate manager, in consultation with the Executive Committee, to adjust the building insurance on renewal." Resolved and carried. Voting unanimous.

**Financial Report:**

**MOTION 3:** Proposed by P Salapatas and seconded by L Chapman "That the financial statements for the year ended 30/06/2016 be accepted as presented" Resolved and carried. Voting unanimous.

**Investment of Funds:**

**MOTION 4: Special Resolution -** Proposed by P Salapatas & seconded by M Ryan "That the Executive Committee be authorised to make determination concerning investment of surplus funds into appropriate interest bearing accounts for Units Plan 2737" Resolved and carried. Voting unanimous

**Sinking Fund Plan:**

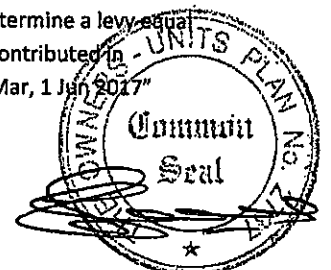
**MOTION 5 :** Proposed by P Salapatas & seconded by M Ryan." That the Owners Corporation adopts the updated Sinking Fund Plan dated 24<sup>th</sup> May 2016" Resolved & carried. Voting 33 in favour 4 against.

**Budget Debate** –Substantial discussion was undertaken by the owners present in which an amended budget for the Administrative Fund in the sum of \$ 330,090.00 was proposed by K Gale and this amendment failed on the voting 6 in favour, 30 against 1 abstention.

**MOTION 6:** Proposed by L Salapatas and seconded by K Gale: "That the proposed ADMINISTRATIVE FUND Budget of \$335990 plus GST be adopted." Resolved and carried. Voting unanimous

**MOTION 7:** Proposed by P Salapatas and seconded by M Brown: "That the proposed SINKING FUND budget of \$54,455.55 plus GST be adopted. Resolved and carried. Voting unanimous

**MOTION 8:** Proposed by P Salapatas and seconded by L Chapman "That the corporation determine a levy equal to the approved budget for the twelve month period, commencing 1<sup>st</sup> Jul 2016, and to be contributed in accordance with the unit entitlements at quarterly intervals, being 1 Sep, 1 Dec, 2016 & 1 Mar, 1 Jun 2017" Resolved and carried. Voting unanimous.



**Committee-**

**MOTION 9:** Proposed by J Davies & seconded by K Gale "That the Owners Corporation of UP 2737 agree to elect 3 to 7 owners to form the Executive Committee until the next Annual General Meeting" Resolved and carried. Voting unanimous. The elected committee is M Ryan, P Newitt, J Lawson, A Digby, G Holland, L Chapman, K Gale

**UP 2737 Rule Changes:**

**MOTION 10 Special Resolution:** Proposed by J Davies & seconded by G Holland "That Rules – 1,6,8,9 &10, as documented and circulated to all owners – be adopted by the Owners Corporation for UP 2737" Resolved and carried. Voting unanimous.

**MOTION 11 Special Resolution:** Proposed by J Davies and seconded by G Holland "That Rules – 3 and 5 as documented and circulated to all owners – be adopted by the Owners Corporation for UP 2737" Resolved and carried. Voting unanimous.

**MOTION 12 Special Resolution:** Proposed by M Brown & seconded by W Ryan "That Rule 4 – as documented and circulated to all owners – be adopted by the Owners Corporation of UP 2737" Resolved and carried. Voting unanimous.

**MOTION 13 Special Resolution:** Proposed by J Davies and seconded by L Salapatas " That Rule 5 – as documented and circulated to all owners – be adopted by the Owners Corporation for UP 2737" Resolved and carried. Voting unanimous.

At this stage of the meeting J Davies assumed the Chair to allow P Newitt the undertake a proposal.

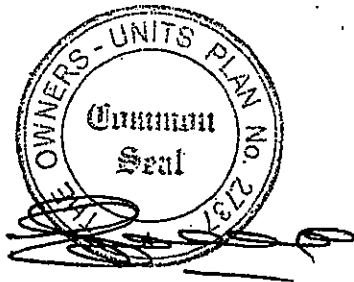
**Amendment to Appendix C to Include Option of Plantation Louvered Shutters:**

**MOTION 14 Special Resolution:** Proposed by P Newitt and seconded by L Salapatas: "That the Owners Corporation of UP 2737 approve Rollashield Plantation Louvre Shutters as an additional sun control option in Appendix A balcony/ Sun Protection – 28 July 2008. Owners must seek permission from the Executive Committee prior to placing an order and proceeding with installation of any sun control option listed in Appendix A". Motion Failed. Voting 16 in favour 14 against.

At this Stage P Newitt resumed the Chair.

**General Business:** The owners present requested the incoming Executive Committee to review internal plant pots, visitor bike racks, common light fittings and common ait conditioning.

**CHAIRPERSON.....DATE.....**





Chief Minister SR\$3229871 28/02/2023 15:28:04 McCa J

**3229871**

**BY OWNERS CORPORATION**

SR

Land Titles Act 1925

LODGING PARTY DETAILS		CRN: UP 2737
Name	Email Address	Contact Telephone Number
LJ Hooker Strata ACT Pty Ltd	<a href="mailto:infoact@ljhookerstrata.com.au">infoact@ljhookerstrata.com.au</a>	1800 383 333

TITLE AND LAND DETAILS				UNITS PLAN NUMBER
Volume & Folio	District/Division	Section	Block	
1710 : 70	TURNER	58	14	
				2737

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

Rules as attached

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

**CERTIFICATION** \*Delete the inapplicable

**Applicant**

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

Signed By: Witness:

Dorothy Dib  
 Administration Manager, LJ Hooker Strata ACT  
 Authorised Representative

Pascal Deschanel  
 General Manager  
 LJ Hooker Strata ACT Pty Ltd

on behalf of the Registered Proprietor/Managing Agent

<b>OFFICE USE ONLY</b>			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion <input checked="" type="checkbox"/>
Data entered by		Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by		Registration Date	MF 06/03/2023

**MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS OF UNITS PLAN 2737  
SPACE THE RESIDENCE 155 NORTHBOURNE AVENUE TURNER ACT HELD AT ST BRIGIDS  
HALL 2 BANCROFT STREET DICKSON ON TUESDAY 29<sup>TH</sup> NOVEMBER 2022 AT 5.30PM.**

**As a quorum was not present the meeting proceeded with a Reduced Quorum as provided by the provisions of the Unit Titles [Management] Act.**

**Present:** C McVeigh, T Wilcock, J Abrams, M & D Hill, K & B Gale, C Hawkins & H Withnell, C Hemer, L Chapman, A Dadic, J Patroni & A Croft, C Miller, P Thornhill, G Holland, R Beetson, M & A Brown, J Rule.

**Proxies:** H & T Nguyen and T & D Matthews in favour of M Brown; B Maiden, J Painter, C Cerullo and C Jarvis in favour of K Gale; M Green in favour of G Holland; M Freemantle in favour of P Thornhill; M & N Nixon, T McMahon in favour of the Chairperson.

**Absentee Votes:** G Spyropolous [2], G Wood & M Dickens, J & R Harvey, R & K Dawson, B Phillips, J & C Crimmins.

**Apologies:** J Painter, R Meixner.

**Chairperson:** T Wilcock was confirmed Chairperson for the meeting.

**Acceptance of Proxies and Absentee Votes:** The proxies and absentee votes were accepted by the owners present.

The Chairpersons and Treasurers Reports were confirmed.

**Minutes of the Previous General Meetings:**

**MOTION 1:** Resolved and carried "that the minutes of the general meeting held on 28/04/22, the amended minutes of the general meeting held on 16/08/22 and the general meeting held on 27/10/22 are confirmed" Voting 31 in favour 1 abstention.

**Financial Report:**

**MOTION 2:** Resolved and carried "that the audited financial statements be accepted as presented for the period to 30<sup>th</sup> June 2022." Voting 31 in favour 1 abstention.

**Insurance:**

**MOTION 3:** Resolved and carried "that upon renewal of the insurance policy, quotes will be obtained and discussed with the Executive Committee" Voting 32 in favour.

**Executive Committee:**

**MOTION 4:** Resolved and carried "that the Owners Corporation create between 3 and 7 Executive Committee positions, and those positions be filled by nominated owner." Voting 31 in favour 1 abstention.



The positions filled are T Wilcock, A Croft, M Hill, K Gale and G Hollands and the owners present were advised casual vacancies may be filled during the year by other owners to assist in the day to day operations of the building.

## **Maintenance Plan:**

**MOTION 5:** Resolved and carried "that the Owners Corporation appoint QIA to prepare an initial maintenance plan in accordance with the Unit Titles [Management ] Act 2011." Voting 32 in favour.

## **Fire Safety Review:**

**MOTION 6:** Resolved and carried "that the Owners Corporation undertakes a Fire Safety Audit within this financial year". Voting 31 in favour 1 abstention.

## **Adequacy of Authorisations, Delegations and Appointments:**

**MOTION 7:** Resolved and carried "that the Executive Committee review the current authorities, delegations and appointments and report back to the owners no later than the next Annual General Meeting on their adequacy or otherwise". Voting 32 in favour.

## **Amendment to Proposed Guidelines for Replacement of Air Conditioners:**

**MOTION 8** [as amended Proposed by J PATRONI and Seconded by A Brown]

Resolved and carried" That section2[e] of the guidelines for the replacement of air conditioners, which states that "the unit must not be higher than the balcony balustrade", be changed to "The Air Con Plant should not be higher than the balcony balustrade, except where there is a demonstrated case for a larger plant to adequately heat or cool an owner's apartment and that subject to the approval of the Executive Committee of the Owners Corporation, owners may replace their existing outdoor unit within the patio or balcony soffit or in the plant room, as applicable, with a balcony floor mounted condensing unit located ideally against the patio/balcony wall adjacent to the condensate drainage point, gas pipes and electrical cables" Voting 32 in favour.

## **Rules:**

**MOTION 9:** Resolved and carried "that the Owners Corporation, by Special Resolution, resolve to adopt and adhere to the proposed, and if applicable, amended at the AGM 2022, Owners Corporations Rules, which will supersede and replace all other Rules previously in force. A copy of the Rules is to be registered on title by L J Hooker Strata with Access Canberra within the prescribed time" Voting 30 in favour 2 abstentions. [It was noted the owners present requested the incoming Executive Committee arrange a complete review of the Rules to ensure compliance with new laws in force in the Australian Capital Territory.]



## Macquarie Bank Cladding Loan Account:

**Motion 10:** Resolved and carried “that a direct debit for \$1983.18 be ratified to repay the loan agreement for a maximum of 36 monthly repayments from 11/10/2022”. Voting 30 in favour 1 against, 2 abstentions. [The Executive Committee qualified the motion by advising the loan repayment of \$1983.18 is per month, and the loan refers to the facility between the Macquarie Bank and the Owners of Units Plan 2737]

## GENERAL BUSINESS:

1] H Withnell requested the Owners Corporation to investigate the installation of infrastructure into the parking areas for the charging of electric vehicles. It was noted that the Sinking Fund has a provision for EV charging stations in 2028 in the sum of \$122,987.00. The owners present, after substantial discussion, agreed that the incoming Executive Committee should consider this matter on behalf of all owners, and arrange indicative costs.

2] C Hawkins recommended the removal of the desk from the south entry foyer, and enhancing the foyer with suitable furnishings. After discussion between the owners present it was agreed the incoming Executive Committee would consider this request.

There being no further business the meeting closed at 7.10pm.



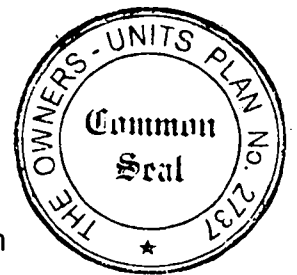
# RULES OF UNITS PLAN NO. 2737

## Space The Residence

Updated 29 November, 2022

These rules of Units Plan No 2737, are the rules approved on the 29 November 2022 by special resolution at an AGM of the proprietors of Units Plan 2737 pursuant to Section 108 of the Units (Management Act) 2011. The 2022 approved rules come in effect on 27 December 2022.

These rules replace the rules of Units Plan No 2737 approved by special resolution at an AGM held on 31 August 2020.



### 1. Definitions

(1) In these rules:

**executive committee representative** means a person authorised in writing by the executive committee under rule 14 (4).

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

**occupant** includes every person at any time present on the premises of Unit Plan No. 2737.

**rubbish** includes every description of litter, discarded material and spills of liquid or other substances.

**the Act** means the Unit Titles (Management) Act 2011 as in force from time to time.

**the Regulations** mean the Unit Titles (Management) Regulation 2011 as in force from time to time.

**UP2737** means the development known as SPACE THE RESIDENCE, the street address of which is 155 Northbourne Avenue, Turner in the Australian Capital Territory.

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

### 2. Executive Committee

The Executive Committee shall be made up as follows:

- 5 committee members elected from the owners of units situated in the Tower building; and
- 2 committee members elected from the owners of units situated in the Forbes Street building.

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

A unit owner must pay all rates, taxes, Owners Corporation levies and any other amount payable for the unit, including debt recovery fees.

- (1) Any Owners Corporation levy must be paid within 28 days of the date of the levy notice, after which time interest will be charged on any amount outstanding.
- (2) The interest rate for amounts outstanding will be calculated at the rate of 20 percent per annum.

### 4. Repairs, maintenance and detailing

(1) A unit owner, as part of the Owners Corporation, has an obligation to maintain the valuable asset of the building in terms of its:

- (a) appearance and design integrity
- (b) engineering and construction standards
- (c) quality of fixtures and fittings
- (d) safety standards
- (e) acoustic standards, and
- (f) energy ratings



- (2) A unit owner must ensure that the unit is in a state of good repair.
- (3) All work that involves creating substantial noise must be undertaken only between 8:00 am and 5:00 pm Monday to Friday.
- (4) 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.

#### 4.1 Basement car parks - Owners Unit Entitlement

- (1) All oil spills or leaks, acid spills or any other spillages or stains from any material, beyond fair wear and tear, must be removed by the unit owner.
- (2) The occupant who has caused the damage is liable to reimburse the corporation for all expenses that it incurs in rectifying the damage.

#### 4.2 Windows and balconies

- (1) All window treatments including blinds and curtains that can be seen from the exterior of any unit must be white or off white in colour to ensure consistency and complement the design of the complex.
- (2) Balconies must be kept clean of invertebrate infestations.
- (3) When cleaning balconies, unit owners must direct all cleaning solutions away from the overflow spitter drains to the floor waste provided and not allow any solution to drip onto the units or ground below. Spitter drains should be blocked with either rag or some other device prior to cleaning the balcony.
- (4) No clothes lines shall be erected on a balcony, nor shall clothes be left to air where they may be visible from the exterior of the unit.

- (5) Applications to replace air conditioning systems will be considered in accordance with the Space The Residence *Appendix C Guidelines for the Replacement of Air Conditioners*, as approved at the Annual General Meeting held on 28 August 2018.
- (6) A unit owner must seek the approval of the executive committee and receive their written permission before installing a balcony sun control option; and the executive committee may only approve a sun control option listed in *Appendix A* to these rules.
- (7) In order to preserve the visual amenity of the complex and prevent creating a fire hazard, residents of units must ensure their balconies are not used as a storage area for items not in keeping with the balcony's function. In terms of general guidance – outdoor furniture, barbeques and plants would be regarded as acceptable.

### 4.3 Flooring and floor finishes

- (1) A unit owner must seek approval of the Executive Committee and receive written permission before commencing a change to flooring and floor finishes. Such a change includes, for example, replacing carpet with vinyl, any kind of timber or bamboo flooring, or ceramic flooring.

**Note:** Polished concrete flooring is not permitted as it involves alteration to the slab (which is a structural element of the building) and it is not acceptable acoustically. New ceramic flooring is not permitted except in areas which had this flooring as part of the original construction, plus a maximum of five square metres adjacent to the main entry door.

- (2) The Executive Committee may approve changes to or replacement of floor coverings if:

- (a) A proposal is received that sets out the type and specifications of the materials to be used including sound proofing materials. It must also include details of the acoustic edge treatment, which must be in accordance with the Building Code of Australia.

- (b) For engineered timber or laminate floors this would require an acoustic underlay equivalent to the product Regupol 4515 4.5mm.

- (c) As an alternative the proposal should include a report from an acoustic engineer (obtained and paid for by the owner) certifying that the proposed flooring and installation will have a floor impact measurement field rating less than L'nTw 45dB.



### 5. Erections and alterations

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

- (a) in accordance with the express permission of the Owners Corporation by unopposed resolution; and

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

- (2) Permission may be given subject to conditions stated in the resolution.
- (3) Permission may be withdrawn by the Executive Committee or the Owners Corporation if stated conditions have not been met.
- (4) The owner is liable to reimburse the Owners Corporation for any cost incurred for the rectification or removal of the work.

### **5.1 Security doors and fly screens**

- (1) A unit owner must not install security doors or fly screens on apartment entry doors from the hallways.
- (2) The owner who does so is liable to reimburse the Owners Corporation for any costs incurred for the rectification or removal of the work.

### **5.2 Balcony bulkheads**

A unit owner must retain balcony bulkheads as integrated functional and architectural elements of the overall building design.

## **6 Use of common property**

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

### **6.1 Storage, placement or attachment of items**

- (1) No items are to be stored on, placed in or attached to any common property.
- (2) Sub rule (1) does not apply if the executive committee has given an owner, occupier or user of the unit written permission for that use.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by the Executive Committee or the Owners Corporation if stated conditions have not been met.

### **6.2 Basement car parks**

- (1) All occupants must park only within their allocated parking bays and must park so as to ensure that vehicles in adjacent parking bays are not prevented from having their doors opened.
- (2) Only registered motor vehicles, motorcycles, caravans, trailers, boat trailers and bicycles are to be parked in the units parking bays. No personal chattels are to be stored on or within the unit's garage entitlement.



- (3) The speed limit within the basement car parks, ramps and roadway is 10 km per hour.
- (4) Rule 6.2 (2) does not apply if the Executive Committee has given written permission for another type of vehicle to be parked.

### **6.3 Smoking**

- (1) Smoking is not permitted in any of the common areas, including the lifts, foyers, hallways or basement car parks.
- (2) An occupant must not throw cigarette butts or ash over balconies or discard them in any part of the common property.



### **6.4 Rubbish**

- (1) Occupants must remove from all areas of common property all rubbish generated by their activities.
- (2) Occupants must not throw or in any other way discard liquids, solid items or other materials from their balconies.
- (3) Occupants should assist in maintaining the overall cleanliness of the common property where it is practicable and reasonable for them to do so.
- (4) Where it is not practicable for the occupant to clean up rubbish, the occupant should report the rubbish to the cleaners or the Owners Corporation manager.

### **Tower Building**

- (5) Small amounts of household waste may be deposited in the garbage chute located at the southern end of each floor. All garbage must be securely tied in double plastic bags, of a size to comfortably fit the chute opening and not create blockages in the chute.
- (6) Items which are not permitted in the garbage chute are clearly marked on the chute door. No glass of any kind is to be deposited in the garbage chute.
- (7) Large amounts of refuse and ALL recyclables must be taken to the garbage room located in the utility room and placed in the bins provided. Large boxes must be cut down before placing them in the bins provided.

### **Forbes Street Building**

- (8) Large boxes must be cut down before placing them in the bins provided. Alternatively, arrangements may be made with the cleaners to put large items in the Tower Building hopper.

### **6.5 Scooters, roller blades etc.**

Roller blades, skateboards, scooters (other than mobility aids) and any

other non- motorised wheeled conveyances must not be used on the common property.



## 6.6 Vandalism and damage

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

## 6.7 Activation of fire alarms, fire hoses and fire extinguishers

- (1) Except in case of fire, an occupant must not do any act that activates the fire alarm or use the fire hoses or fire extinguishers.
- (2) Under no circumstances are fire doors to be chocked open.
- (3) The occupant who activates the fire alarm is liable to the corporation for all expenses it incurs in respect of the fire brigade attendance and resetting of the fire alarms.

## 6.8 Advertising signage

- (1) No advertising signage, including real estate signage, is permitted in any part of the complex.
- (2) Sub rule (1) does not apply if the executive committee has given written permission for some other signage.

## 7. Hazardous use of unit

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

### 7.1 Storage of hazardous liquids

Petrol and other hazardous liquids must not be stored in any unit or basement car park or storage unit entitlement.

## 8. Use of unit - nuisance or annoyance

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

## 9. Noise

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

**Note:** Noise in this context refers to:

- (a) airborne noise, (for example loud conversation) that may travel from one unit to another either directly through structures such as walls, ceilings and floors, or around through open windows and doors or gaps in structures; and
  - (b) structure-borne noise (for example impact noise from hard-soled footwear or chair movement on hard floor surfaces) that is transmitted by causing sound/vibration within building structures.
- (2) This rule does not apply to the making of a noise if the Executive Committee has given the person responsible for making the noise written permission to do so.
  - (3) Permission may be given subject to stated conditions.
  - (4) Permission may be withdrawn by special resolution of the Owners Corporation.

### 9.1 Excessive noise after 11 pm

There must be no excessive noise, for example from parties, music or loud conversation, including on balconies or the common property, after 11pm.

## 10. Animals

- (1) A unit owner may keep an animal, or allow an animal to be kept, within the unit or the common property only with the written consent of the Owners Corporation through the Executive Committee.
- (2) The Owners Corporation consent must not be unreasonably withheld.
- (3) Each application will be considered on its merits and in accordance with guidelines approved by the Owners Corporation.
- (4) Provisions of rules of Unit Plan 2737, as registered, apply to the keeping of an animal, in particular:
  - Rule 6 – Use of common property;
  - Rule 8 – Use of unit – nuisance or annoyance, and Rule 9 – Noise.
- (5) All relevant provisions contained within territory legislation and ACT government policies will also apply.
- (6) Consent will be withdrawn if there is a pattern of behaviour inconsistent with the conditions of approval and the animal must then be removed.
- (7) Withdrawal of approval will be in accordance with guidelines approved by the Owners Corporation





## **11. Illegal use of unit**

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

### **11.1 Security**

- (1) Occupants must ensure that all security doors are properly closed after use.
- (2) A security door must not be propped open or disabled.
- (3) An occupant must not admit to the premises of the complex any person who is unknown to the occupant personally, or who has not been invited by them to enter.
- (4) An occupant must safeguard all keys and swipes to the common areas and not negligently lose them or allow them to be stolen.

## **12. Visitors' car parking and slip road**

- (1) The speed limit in the visitor car parking area off Condamine Street and the slip road adjacent to the Tower building is 10 km per hour.
- (2) Except for removal vehicles, the parking area in front of the main entry foyer of the Tower building is for pick up and set down only. No parking is permitted in front of the Tower building.
- (3) Parking is permitted only within marked parking spaces in the visitors' car parking area off Condamine Street. Extended parking by residents is not permitted in the visitors' car park.
- (4) The grassed area in front of the ground floor apartments facing Northbourne Avenue must not be used for parking.
- (5) The slip lane onto Northbourne Avenue is an exit only lane, with no entry from Northbourne Avenue and entry only from Condamine Street.

## **13. Moving items into or out of the buildings**

- (1) An occupant moving into or out of the Tower building is limited to the period between 8 am and 5 pm Monday to Saturday and must advise the occupant's removalist of this restriction, and:
  - (a) must notify the contact person nominated by the Executive Committee of the intended move, providing not less than 24 hours notice; and
  - (b) must notify the contact person nominated by the Executive Committee as soon as the move is completed.
- (2) An occupant must not damage or soil any part of the common property when moving items into or out of the complex.
- (3) The occupant who has caused the damage is liable to reimburse the Owners Corporation for all expenses that it incurs in rectifying the damage.

#### 14. What may an Executive Committee representative do?

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

#### 15. Seal of owners corporation

For the attaching of the seal of the owners corporation to a document to be effective the seal must be attached by decision of the Executive Committee and either:

- (1) the seal must be attached in the presence of an employee of the managing agent appointed pursuant to the Unit Titles Act 2001 who shall sign the document as a witness; or
- (2) the seal must be attached in the presence of two (2) Executive Committee members who shall sign the document as witnesses.



#### 16. Electronic Meetings

##### Attendance

- (1) 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**”), provide the unit owner is able to:
  - (a) communicate with other participants in the meeting; and
  - (b) participate in the meeting and engage with the other participants at the meeting.

- (2) 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 a quorum for the meeting.
- (3) There is no limit to the number of unit owners who may participate in a meeting by electronic attendance. However, the Owners Corporation and Executive Committee may require that unit owners provide notice of electronic attendance prior to the meeting to allow for practical arrangements to be made.

## Participation

- (4) Where a unit owner participates in a general meeting of the Owners Corporation or a meeting of the Executive Committee through electronic attendance the unit owners may participate in all aspects, including
  - (a) participating in debate at the meeting; and
  - (b) voting in resolutions at the meeting.

## Pre-Meeting Electronic Voting

- (5) Decision making at general meetings of the Owners Corporation and meetings of the Executive Committee may be undertaken by electronic means prior to a meeting ("**pre-meeting electronic voting**"). Pre-meeting electronic voting includes:
  - (a) voting by means of email submission of ballot papers;
  - (b) voting by means of accessing a website and submitting an online ballot paper;
  - (c) voting by means of utilising an electronic application and submitting a ballot paper; and
  - (d) voting by alternative electronic method as agreed by the Owners Corporation or Executive Committee.
- (6) At least 10 days prior to the meeting, the Owners Corporation or Executive Committee must notify all unit owners that pre-meeting electronic voting is taking place and provide:
  - (a) 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;
  - (b) the resolution to be voted on (including any explanatory material);
  - (c) instructions for completing the ballot paper and indicating the voter's choice;
  - (d) 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; and



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

**Note:**

These rules are the default rules under the *Unit Titles (Management) Act 2011* as amended by special resolution of an annual general meeting of the proprietors of Units Plan 2737 pursuant to section 108 of the Act on 29 November 2022.





**Appendix A - Balcony/Sun Protection Options**

(Original motion passed 29 July 2008; amended 28 August 2017)

Balcony/Sun Protection Option:

A = Vistaweave Drop Awning (white)

B = Vergola Louvre (white) – already installed

C = Vistaweave Drop Awnings and/or Full Height Glass Doors

D = Rollashield Plantation Louvre Shutters (silver pearl)

Direction: n = North, w = West, s = South, e = East

Unit	Door	Type	Unit	Door	Type	Unit	Door	Type
1	G1	A (w), D	31	201	A (w), D	61	403	A (e), C (n), D
2	G2	A (w, n), D	32	202	A (w), C (n), D	62	404	A (e), D
3	G3	A (n, e), D	33	203	A (e), C (n), D	63	405	A (e), D
4	G4	A (e), D	34	204	A (e), D	64	406	A (e), D
5	Cafe	Nil	35	205	A (e), D	65	407	A (e), C (s), D
6	Shop	Nil	36	206	A (e), D	66	408	A (w), C (s), D
7	F 17	B (e)	37	207	A (e), C (s), D	67	409	A (w), D
8	F 16	A (w), D	38	208	A (e), C (s), D	68	410	A (w), D
9	F 18	A (w), B (e), D (w)	39	209	A (w), D	69	501	A (w), D
10	F 10	A (w), B (e), D (w)	40	210	A (w), D	70	502	A (w), C (n), D
11	F 11	A (w), B (e), D (w)	41	F 23	B (e)	71	503	A (e), C (n), D
12	F 01	A (w), B (e), D (w)	42	F 22	A (w), D	72	504	A (e), D
13	F 02	B (e)	43	F 24	A (w), B (e), D (w)	73	505	A (e), D
14	F 03	A (w), D	44	F 14	A (w), B (e), D (w)	74	506	C (e, s), D
15	101	A (w), D	45	F 15	A (w), B (e), D (w)	75	508	C (w, s), D
16	102	A (w), C (n), D	46	F 07	A (w), B (e), D (w)	76	509	A (w), D
17	103	A (e), C (n), D	47	F 08	B (e)	77	510	A (w), D
18	104	A (e), D	48	F 09	A (w), D	78	601	A (w), D
19	106	A (e), D	49	301	A (w), D	79	602	A (w), C (n), D
20	107	A (e), C (s), D	50	302	A (w), C (n), D	80	603	A (e), C (n), D
21	108	A (w), C (s), D	51	303	A (e), C (n), D	81	604	A (e), D
22	109	A (w), D	52	304	A (e), D	82	605	A (e), D
23	F 20	B (e)	53	305	A (e), D	83	606	C (e, s), D
24	F 19	A (w), D	54	306	A (e), D	84	608	C (w, s), D
25	F 21	A (w), B (e), D (w)	55	307	A (e), C (s), D	85	609	A (w), D
26	F 12	A (w), B (e), D (w)	56	308	A (w), C (s), D	86	610	A (w), D
27	F 13	A (w), B (e), D (w)	57	309	A (w), D	87	701	C (w, n), D

# Space

THE RESIDENCE

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28	F 04	A (w), B (e), D (w)	58	310	A (w), D	88	703	C (e, n), D
29	F 05	B (e)	59	401	A (w), D	89	705	A (e), D
30	F 06	A (w), D	60	402	A (w), C (n), D	90	706	C (e, s), D
						91	708	C (w, s), D
						92	710	A (w), D

## Notes:

1. All options listed are not included in the Sinking Fund Plan; insurance, maintenance and replacement costs are the responsibility of individual owners.
2. Drop Awnings and louvered shutters must be inline with and not extending beyond the building line.
3. Full height glass sliding doors must be inline with building line and the same as existing styles.
4. Vistaweave Drop Awnings can be used against windows on small bedroom balconies in the Tower.



## Appendix B - Privacy Policy for Space The Residence

(Approved 13/8/2012)



### 1 Purpose

Under the *Unit Titles (Management) Act 2011*, (UTMA), the Owners Corporation of Units Plan 2737 Space The Residence is required to maintain a corporate register. The corporate register contains personal information as defined under the Commonwealth of Australia *Privacy Act 1988*. The national privacy principles under that Act apply to the Owners Corporation in relation to the collection, use, disclosure and storage of personal information.

This policy establishes the circumstances under which personal information may be released.

### 2 Corporate register

The corporate register for Units Plan 2737 is maintained by the strata manager, who will ensure:

- (a) Personal information is accurate and complete;
- (b) Requested for access to personal information are dealt with without delay; and
- (c) Personal information is destroyed when no longer required by law.

The UTMA requires unit owners to give the Owners Corporation for the Units Plan written notice (within 14 days) of any change to information that must be recorded in the corporate register.

### 3 Policy

Your personal information will only be disclosed to third parties where required or authorised by law, or where you consent to the use or disclosure of information.

Your personal information is stored in a manner that reasonably protects it from misuse and loss and from unauthorised access, modification or disclosure.

Most of the personal information is or will be stored in Owners Corporation files which will be kept for a minimum of 7 years.

The national privacy principles provide you with the right to access the personal information we hold about you and to update or correct it. You can access your personal information by making a request in writing to the strata manager. You may be charged an administrative fee for providing a copy of your personal information.

In order to protect your personal information, we may require identification from you before releasing such information.

Privacy requirements for closed circuit television security video recordings are dealt with in the Code of Practice – CCTV for Space The Residence issued in December 2009.

Complaints about any breach of this privacy policy should be addressed in

writing to the Executive Committee for Units Plan 2737.



## **Addendum 1 - Fact Sheet 18 Privacy**

(Source: ACT Justice and Community Directorate -Corporate Register and Records) Overview

The owners corporation must by law comply with the National Privacy Principles under the *Privacy Act 1988* (Cwth) ("NPPs"). Owners corporations are bound by the NPPs. Each owners corporation should prepare a privacy policy which details how it generally manages personal information and safeguards privacy.

### **What is new**

From 21 December 2002, most private sector organisations in Australia, must by law comply with the NPPs. While these laws are not new, owners corporations should familiarise themselves with their privacy obligations.

### **Who does this apply to?**

All owners corporations, unit owners, executive committee members and managers.

Warning: The rules applicable to the provision of personal information are different from state to state. The ACT law is different to that in NSW.

### **Issues**

#### *What is personal information?*

Personal information is any information that identifies a person or information by which a person's identity can be reasonably discovered. Examples are names, addresses, marital status, taxation information, income, internet addresses (e-mail, facebook or twitter address details), credit card information etc.

#### *The collection of personal information*

An Owners 'corporation should only collect personal information that is necessary for it to perform its functions.

The kinds of personal information an owners corporation collects and holds will depend upon the nature of the body corporate and the services it is required to deliver. However, it may include:

- Collection of information about members, tenants or guests. This information will include name, address and contact details. (eg, this must include information of a formal nature required for the corporate register. It may also include details about possible breaches of the rules or complaints about the member.)
- Collection of other information about individuals in the course of discharging its functions. (eg, this may include details about persons trespassing on common property.)

## Examples

1. An Owners 'corporation is required by law to maintain a corporate register. The register contains the names and addresses for correspondence of all the unit owners in the Units plan and the full names of its executive members.
2. An Owners 'corporation may distribute a news-sheet or run a web site for the benefit of and at the request of members. These services might seek personal information about members (and, if a web-site, may involve the automatic collection of information including the use of 'cookies 'or the collection of anonymous information for tracking usage patterns).

## *Using and disclosing personal information*

Any personal information which is collected by the Owners 'corporation can only be used according to law. The information should be properly maintained – it should be accurate and it should be secured.

## Examples

1. Limit access to personal information.
2. Secure or lock rooms/cabinets/files/data systems where personal information may be kept;
3. Keep a "clean desk" - when personal information is not being used, keep it secure and out of sight;



The misuse of personal information may expose the owners corporation to the risk of significant damages for a breach of privacy. The malicious or negligent release of personal information may also expose the owners corporation to other forms of civil damages.

## Examples of reasonable use

1. The owners corporation provides the corporate register to the secretary of the corporation or to its manager to manage on behalf of the owners corporation.
2. An outgoing secretary (or manager) provides the corporate register to the secretary of the owners corporation.
3. The secretary or manager provides personal information about an owner or tenant to:
  - o a person (when required to do so by law);
  - o a tradesperson (if necessary to prevent damage to common property);
  - or
  - o an insurer (for the purpose of meeting insurance obligations).
4. The secretary or manager writes/emails members at their last known place of address to inform them of a meeting or some other matter appropriately addressed by the body corporate.
5. The secretary or manager provides personal information about members to the owners 'corporation or executive committee where necessary for the performance of its functions.
6. A manager provides the corporate register to the secretary of the owners 'corporation or executive committee on notice of a resolution to that effect.
7. The secretary or manager provides access to an owner to ensure their own

personal information is accurate, and to suggest corrections.

#### Examples of inappropriate use

1. A person sells personal information from the corporate register to another.
2. A person gives personal information from the corporate register to a member of the press.
3. A person leaves a copy of the corporate register where it can be accessed by a person who is not authorized to see it.
4. A secretary or manager gives personal information from the corporate register to another member so that the member may contact them about a personal matter (unless that other person has consented to the release of the personal information).

Note also that a member may volunteer information about themselves to an owners corporation (beyond what is required by law) – this information cannot be used unless the member also has agreed to the use of the volunteered information.

#### Examples of use which might be authorised

Any person may authorise the release of their own personal information. Unit title members might agree to the following types of release:

1. The release of names and birthdays in a social news-sheet issued by the owners corporation.
2. The release of all personal information to all other members of the owners corporation.

#### Privacy policies

Because there may be confusion about whether and in what circumstances personal information should be released (eg, whether a unit owner can access the corporate register, and the extent of information the person can access), it is desirable for the owners corporation to establish a privacy policy.

Anyone whose personal information may be dealt with by the policy should be asked to agree to the policy (in some cases this will be at the time the policy is agreed, in other cases, it may simply set out an agreed process). A policy which provides for the release of personal information can only apply to those who agree to it. If it is

intended to apply to future residents, consideration will need to be given to the policy being made as a rule.

A policy might deal with a number of matters:

- who is accountable for privacy issues (ordinarily, this will be the secretary or manager). The accountable person should ensure:
  - o personal information is accurate and complete;
  - o requests for access to personal information are dealt with without delay;and



- o personal information is destroyed or made anonymous when no longer required by law.
- Information to owners and tenants about:
  - o where consent is not required or is implied in relation to the management of personal information (eg, the collection of information for the corporate register, the provision of information to managers etc);
  - o the need to gain consent before the owners corporation collects, uses or discloses personal information; and
- why personal information is being collected, how it is being used and to whom it has been disclosed;

### **How can I contact another member for a private purpose?**

*I want to contact the good-looking guy/girl in flat 5.*

In the ACT, an owners corporation, secretary or manager cannot give you this information from information held by the owners corporation.

### **How can I contact another member to discuss a body corporate matter?**

*I want to talk to other members about a problem I have in the body corporate (eg noise, poor management, inappropriate actions by another member) but I don't know their names/contact details.*

In the ACT, an owners corporation, secretary or manager cannot give you this information from information held by the owners corporation. You may request that the secretary or manager ask other members to contact you or you may write letters to the relevant addresses setting out your issues or, if available, place notices in permitted locations to similar effect.

If the issue is a matter which should be addressed at a meeting of the body corporate or executive committee (or by the manager), you may ask the appropriate person to have it dealt with there.

Alternatively, members may agree – through a privacy policy – about the circumstances in which their personal information may be given to another.



### **Resources**

Unit Titles (Management) Act 2011, Legislation Act 2001  
 (www.legislation.act.gov.au) Privacy Act 1988 (Cwlth) (www.comlaw.gov.au)

### **Disclaimer**

The factsheets are intended to guide users of the legislation, including unit owners, executive committees and managers to meet their requirements under the law.

While reasonable steps have been taken to ensure the information in this guide is accurate, you should not rely solely on that information. The factsheets do not constitute legal advice. If you are uncertain of your legal obligations or rights or if you

are having a dispute involving an owners corporation, you should seek independent legal advice.

## **Addendum 2 - Factsheet 19 Corporate Register and Records** (Source:

ACT Justice and Community Directorate -Corporate Register and Records)

### **Overview**

The owners corporation must maintain a register of the names of the unit owners in the units plan and their addresses for correspondence. Unit owners are required to inform the owners corporation of any change in their name or address for correspondence or any change in ownership or occupation of their unit.

### **What is new**

There are no new rules about the corporate register.

### **Who does this apply to?**

These rules apply to all owners corporations, unit owners and executive committee members.



### **Issues**

Owners corporations are required by law to maintain a corporate register. The register contains the names and addresses for correspondence of all the unit owners in the units plan and the full names of its executive members.

It is necessary for the owners corporation to keep this information so that it can send out correspondence to its members, including the proposed general funds budget (prior to the annual general meeting), notices of levies contributions, notices of upcoming general meetings and minutes of meetings.

For this reason, and so that the owners corporation can meet other functions under the law, existing unit owners are required, within 14 days, to inform the owners corporation of:

- an agreement to transfer their unit;
  
- any change to their name or address for correspondence;
- a change in the occupancy of the unit; or
- a vacancy of the unit that is expected to be longer than 30 days.

New unit owners in the units plan must notify the owners corporation within 14 days of the registration of the transfer (or other instrument that made the person the owner) that he or she is the new owner, his or her name and his or her address for correspondence.

Unit owners may not want to provide personal information to the owners corporation for a number of reasons, including concerns over their privacy. The issue of privacy is considered further in this factsheet and examined in more detail in factsheet 18.

The executive committee is responsible for carrying out the functions of the owners corporation under the Act. This includes sending out notices to unit owners under the Act. The executive committee is also required to keep the records of the owners corporation.

It is the executive committee that is responsible for maintaining the corporate register.

Many owners corporations choose to engage a manager, in which case the executive committee can delegate some or all of its functions under the Act to the manager. One of these functions may include maintaining the corporate register.

There may be confusion about whether and in which circumstances a unit owner can access the corporate register, and the extent of information the person can access.

Firstly, where an executive committee has delegated to a manager its functions, including maintaining the corporate register, the manager should allow access to the executive committee where the committee has a need, based on reasonable grounds, to access it. This need may be evidenced by a resolution of the executive committee.

The reason a manager should normally permit the committee to access the corporate register is that the law in the ACT about delegations of functions generally (contained in the *Legislation Act 2001*) is that a person who has delegated a function under an Act is still responsible for ensuring the function is carried out properly, and is also able, notwithstanding the delegation, to carry out the function. If the executive committee wishes to exercise one of its required functions under the Act, access to the corporate register may be necessary.

For unit owners who are not committee members, the Act (at section 116) provides a basic threshold of information that must be provided on request by an eligible person on payment of the required fee. That is, information about the unit and the common property.

But does a unit owner have a right to access more information in the corporate register than this? For instance, if a unit owner wishes to petition the owners corporation to quash a reduced quorum decision, can he or she force the executive

committee (or manager) to provide access to the corporate register so he or she can write to all the unit owners?

In the absence of consent being given by unit owners for their personal information contained in the register being provided to a unit owner, the short answer is "no".



Firstly, as the corporate register contains personal information about individuals, the National Privacy Principles ('the NPPs') under the Commonwealth *Privacy Act 1988* apply to the collection, storage and use of that information by the owners corporation (as it is a corporate entity) and the manager (if the manager is a company).

This means that personal information about individuals cannot be used by the owners corporation (or manager) as it pleases.

To avoid a contravention of the NPPs, an entity which collects, stores or uses personal information needs, for example, a legislative requirement or authorisation to do so, or consent.

The *Unit Titles (Management) Act 2011* provides a legislative requirement to collect and store information about unit owners, and a requirement to provide information about a unit to an eligible person for that unit and the common property on request (and payment of the fee).

This means that it is not a contravention of the NPPs to maintain a corporate register or comply with the basic threshold requirement in section 116 because there is a law that requires or authorises it.

A way to protect unit owners' privacy (and avoid a contravention of the NPPs) and prevent any ambiguity is for an owners corporation to make a rule about who can access the corporate register and in what circumstances.

For example, an owners corporation could make a rule that allows a unit owner to have access to all names and addresses of unit owners who have freely consented to their personal information being accessed by other unit owners for specified purposes.

Provided the personal information is being used for a purpose that is consistent with the consent that has been given, it is unlikely that the National Privacy Principles would be contravened by providing a unit owner with the names and addresses of consenting unit owners.

## Resources

*Unit Titles (Management) Act 2011, Legislation Act 2001*  
([www.legislation.act.gov.au](http://www.legislation.act.gov.au)) *Privacy Act 1988* (Cwlth) ([www.comlaw.gov.au](http://www.comlaw.gov.au))

If you need interpreting help, telephone: Translating and Interpreting Service – 131 450.

## Disclaimer

The factsheets are intended to guide users of the legislation, including unit owners, executive committees and managers to meet their requirements under the law.



While reasonable steps have been taken to ensure the information in this guide is accurate, you should not rely solely on that information. The factsheets do not constitute legal advice. If you are uncertain of your legal obligations or rights or if you are having a dispute involving an owners corporation, you should seek independent legal advice.



## **Appendix C - Guidelines for the Replacement of Air Conditioners**

Approved on 29 November 2022.

This document provides guidelines for the replacement of split-system ducted air conditioners installed within the Space the Residence apartment units as approved at the Annual General Meeting 29 November 2022. The replacement of air conditioners may be either like for like or balcony floor mounted type. Owners are responsible for their own air conditioner costs. The general principle applying to both like for like and balcony floor mounted replacement units is that owners shall undertake any necessary building works to suit new air conditioning unit sizes, subject to the approval of the Executive Committee and following the principle of minimising disturbance to other residents. Building works may include, but not be limited to, an upgrade to electrical cabling and circuit breaker, replacement of the existing indoor (fan coil) unit in the ceiling space; and replacement of refrigerant pipes connecting the outdoor and indoor units.

Please note, the Owners Corporation requires that the architectural integrity of the building, including its balconies, is maintained.

### **1. Replace with Like for Like Units.**

- (a) All owners may replace their existing outdoor (condensing) unit within the patio or balcony soffit, or in the Plant Room as applicable, with a new unit in the same location.
- (b) New units must make new connection to condensate drainage system.
- (c) The replacement unit must maintain acoustic performance in line with current ACT guidelines. Please seek advice from the Body Corporate Manager, BCM, if assistance is required.

### **2. Replace with Balcony Type Outdoor Units.**

- (a) Owners may replace their existing outdoor unit within the patio or balcony soffit as applicable, with a balcony floor mounted condensing unit located ideally against the patio/balcony wall adjacent to the condensate drainage point, gas pipes and electrical cables.
- (b) New units must make new connection for condensate drain to stormwater downpipe; extend gas pipes and electrical cables from balcony soffit to condensing unit; conceal pipe and cable within service trunking.
- (c) The replacement unit must maintain acoustic performance in line with current ACT guidelines. Please seek advice from the BCM if assistance is required.

- (d) The balcony floor mounted unit must sit on a waterproof mat to minimise noise and contain spills.
- (e) Balcony floor mounted units shall not be able to be seen when viewed from outside ground level. The Air Con Plant must not be higher than the balcony balustrade except where there is a demonstrated case for a larger plant to adequately heat or cool an owner's apartment and that, subject to the approval of the Executive Committee of the Owners 'Corporation, owners may replace their existing outdoor unit within the patio or balcony soffit or in the plant room, as applicable, with a balcony floor-mounted condensing unit located ideally against the patio/balcony wall adjacent to the condensate drainage point, gas pipes and electrical cables.
- (f) The existing ceiling bulkhead must be retained.
- (g) The balcony floor mounted unit shall be placed sufficiently clear of the balustrade to avoid a person [especially, of course, a child] climbing and falling from the balcony.
- (h) The colour of the balcony floor mounted unit and services trunking shall be white or off-white in colour to ensure consistency and compliment the design of the building.

### 3. Approval

- (a) Approval by the Executive Committee will be required for balcony floor mounted condensing units and when the Owner proposes to alter any structure in or on the apartment unit or the common property.
- (b) A written submission must be given by the Unit Owner to the Executive Committee 21 days prior to the intended date of installation. This submission must include the proposed method of concealment of the outdoor unit.
- (c) The Unit Owner shall arrange for an inspection of the work by an authorised member of the Executive Committee or the BCM on the day of completion of the work.
- (d) Endorsement of the installation by the Executive Committee will only occur if all stated conditions have been met.
- (e) The Unit Owner is liable to reimburse the Owners Corporation for any costs incurred for the rectification or removal of work.

**NOTE:** The Owners Corporation, by Special Resolution, resolved to adopt and adhere to the proposed, and if applicable, amended at the AGM 2022, Owners Corporations Rules, which will supersede and replace all other Rules previously in force. A copy of the Rules is to be registered on title by L J Hooker Strata with Access Canberra within the prescribed time.





Access Canberra



Chief Minister

SR\$3391651

26/06/2025 09:05:43 McCa J

3391651

BY OWNERS CORPORATION

SR

Land Titles Act 1925

LOGGING PARTY DETAILS		CRN: UP <u>XXXXX</u>
Name	Email Address	Contact Telephone Number
LJ Hooker Strata ACT Pty Ltd	<a href="mailto:infoact@ljhookerstrata.com.au">infoact@ljhookerstrata.com.au</a>	1800 383 333

TITLE AND LAND DETAILS				UNITS PLAN NUMBER
Volume & Folio	District/Division	Section	Block	
1710-70	Turner	58	14	2337

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

Rules

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

CERTIFICATION \*Delete the inapplicable

Applicant

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

Signed By:

Fallon Louise Skerbic  
 Administration Manager, LJ Hooker Strata ACT  
 Authorised Representative

Witness:

Pascal Deschanel  
 General Manager  
 LJ Hooker Strata ACT Pty Ltd

on behalf of the Registered Proprietor/Managing Agent

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion/Rules
Data entered by		Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	jm	Registration Date	16.7.2025

VOI Sighted X.....1.....

Change of Name by .....

Authority to Deal MS.....

ASIC Y.....

Category 3.....

Signed by J. McCauley.....

Date 16.7.2025.....



**Access  
Canberra.**

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

**ANNEXURE**

Form 029 - ANN

*Land Titles Act 1925*

TITLE AND LAND DETAILS					
Volume & Folio	District/Division	Section	Block	Unit	Consideration (Only complete is if requesting transactions not be aggregated)
1710:70	Turner	58	14		

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
SR	29

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)
The Owners Units Plan 2737 – LJ Hooker Strata

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

**NOTICE OF REDUCED QUORUM DECISIONS**

**Part A Details of reduced quorum decisions<sup>†</sup>**

**A1 The Owners—Units Plan No 2737**

**A2 General meeting**

Date (or dates) of general meeting 24.04.2025  
at which the reduced quorum  
decision or decisions were made— \_\_\_\_\_

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

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

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

**A3 Reduced quorum decisions**

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

Date of decision	Full text of reduced quorum decision
24.04.2025	As per attached Minutes

**A4 Owners corporation declaration**

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

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



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

# NOTICE OF REDUCED QUORUM DECISIONS

## Part B General information

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

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

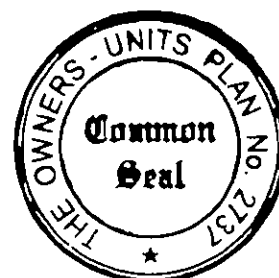
There are 2 types of *reduced quorum decision*, requiring different reduced quorums.

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

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

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

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



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

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

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

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

The petition must—

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

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

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

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

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



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# MINUTES OF GENERAL MEETING

## UNITS PLAN NO. 2737

**MEETING DATE** Thursday 24 April 2025  
**MEETING TIME** 9:00am, *Electronic*

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### MEETING FORMALITIES

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#### MEMBERS VOTING

J Baker	Unit 4
K Douglas	Unit 12
M Hill	Unit 19
G Spyropoulos	Unit 27
S Baker & J Davies	Unit 30
J Solomos & T Dambeic	Unit 31
G Wood	Unit 43
K Tim & B Ko	Unit 56
R Dawson	Unit 59
B Phillips	Unit 60
L Chapman	Unit 61
R & V Calvert	Unit 67
M Green	Unit 68
G & H Holland	Unit 78
R & R Beeton	Unit 82
M Tett	LJ Hooker Strata ACT

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#### PROXY VOTE

Chairperson proxy for T McMahon	Unit 71
C Littlewolf proxy for M Griffin	Unit 91

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**APPOINTMENT OF CHAIR:** J Solomos

**QUORUM:** A quorum was not reached and the meeting proceeded as a reduced quorum.

### MOTIONS

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**1. MINUTES OF THE PREVIOUS ANNUAL GENERAL MEETING** **Ordinary Resolution**

**Motion 1:** That the minutes of the previous Annual General Meeting held 18.09.2024 are confirmed.

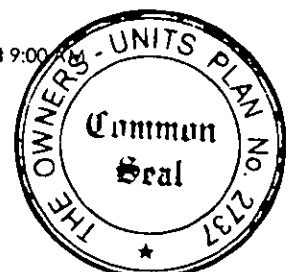
**CARRIED**

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**2. INSURANCE CLAIMS (ACKNOWLEDGEMENT)** **Ordinary Resolution**

**Motion 2:** That the Owners Corporation consider any new or outstanding insurance claims.

**CARRIED**



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**3. MAINTENANCE ISSUES AND MAINTENANCE CONTRACTS  
(ACKNOWLEDGEMENT)**

**Ordinary Resolution**

**Motion 3:** That the Owners Corporation consider any new or outstanding maintenance issues.

**CARRIED**

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**4. ALTERNATIVE RULES**

**Special Resolution**

**Motion 4:** In accordance with Section 108 of the Unit Titles (Management) Act 2011, the Owners Corporation agrees to endorse the registration of the 'Alternative Rules,' with any costs associated with registration to be paid from the Administrative Fund.

**CARRIED**

Meeting closed: 9:30am



# RULES OF UNITS PLAN NO. 2737

## Space The Residence

Updated April 2025

These rules of Units Plan No 2737, are the rules approved on the **24 April 2025** by special resolution at an AGM of the proprietors of Units Plan 2737 pursuant to Section 108 of the Units (Management Act) 2011. The 2024 approved rules come in effect on **24 April 2025**.

These rules replace the rules of Units Plan No 2737 approved by special resolution at an AGM held on 29 November 2022.

### 1. Definitions

(1) In these rules:

**executive committee representative** means a person authorised in writing by the executive committee under rule 14 (4).

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

**occupant** includes every person at any time present on the premises of Unit Plan No. 2737.

**rubbish** includes every description of litter, discarded material and spills of liquid or other substances.

**the Act** means the Unit Titles (Management) Act 2011 as in force from time to time.

**the Regulations** mean the Unit Titles (Management) Regulation 2011 as in force from time to time.

**UP2737** means the development known as SPACE THE RESIDENCE, the street address of which is 155 Northbourne Avenue, Turner in the Australian Capital Territory.

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

### 2. Executive Committee

The Executive Committee shall be made up as follows:

- 5 committee members elected from the owners of units situated in the Tower building; and
- 2 committee members elected from the owners of units situated in the Forbes Street building.



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

A unit owner must pay all rates, taxes, Owners Corporation levies and any other amount payable for the unit, including debt recovery fees.

- (1) Any Owners Corporation levy must be paid within 28 days of the date of the levy notice, after which time interest will be charged on any amount outstanding.
- (2) The interest rate for amounts outstanding will be calculated at the rate of 20 percent per annum.

### 4. Repairs, maintenance and detailing

- (1) A unit owner, as part of the Owners Corporation, has an obligation to maintain the valuable asset of the building in terms of its:
  - (a) appearance and design integrity
  - (b) engineering and construction standards
  - (c) quality of fixtures and fittings
  - (d) safety standards
  - (e) acoustic standards, and
  - (f) energy ratings
- (2) A unit owner must ensure that the unit is in a state of good repair.
- (3) All work that involves creating substantial noise must be undertaken only between 8:00 am and 5:00 pm Monday to Friday.
- (4) 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.

#### 4.1 Basement car parks - Owners Unit Entitlement

- (1) All oil spills or leaks, acid spills or any other spillages or stains from any material, beyond fair wear and tear, must be removed by the unit owner.
- (2) The occupant who has caused the damage is liable to reimburse the corporation for all expenses that it incurs in rectifying the damage.

#### 4.2 Windows and balconies

- (1) All window treatments including blinds and curtains that can be seen from the exterior of any unit must be white or off white in colour to ensure consistency and complement the design of the complex.
- (2) Balconies must be kept clean of invertebrate infestations.
- (3) When cleaning balconies, unit owners must direct all cleaning solutions away from the overflow spitter drains to the floor waste provided and not allow any solution to drip onto the units or ground below. Spitter drains should be blocked with either rag or some other device prior to cleaning the balcony.
- (4) No clothes lines shall be erected on a balcony, nor shall clothes be left to air where they may be visible from the exterior of the unit.
- (5) Applications to replace air conditioning systems will be considered in accordance with the *Space The Residence Appendix C Guidelines for the Replacement of Air Conditioners*, as approved at the Annual General Meeting held on 28 August 2018.



- (6) A unit owner must seek the approval of the executive committee and receive their written permission before installing a balcony sun control option; and the executive committee may only approve a sun control option listed in *Appendix A* to these rules.
- (7) In order to preserve the visual amenity of the complex and prevent creating a fire hazard, residents of units must ensure their balconies are not used as a storage area for items not in keeping with the balcony's function. In terms of general guidance – outdoor furniture, barbeques and plants would be regarded as acceptable.

#### 4.3 Flooring and floor finishes

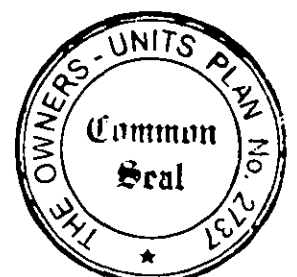
- (1) A unit owner must seek approval of the Executive Committee and receive written permission before commencing a change to flooring and floor finishes. Such a change includes, for example, replacing carpet with vinyl, any kind of timber or bamboo flooring, or ceramic flooring.

**Note:** Polished concrete flooring is not permitted as it involves alteration to the slab (which is a structural element of the building) and it is not acceptable acoustically. New ceramic flooring is not permitted except in areas which had this flooring as part of the original construction, plus a maximum of five square metres adjacent to the main entry door.

- (2) The Executive Committee may approve changes to or replacement of floor coverings if:
  - (a) A proposal is received that sets out the type and specifications of the materials to be used including sound proofing materials. It must also include details of the acoustic edge treatment, which must be in accordance with the Building Code of Australia.
  - (b) For engineered timber or laminate floors this would require an acoustic underlay equivalent to the product Regupol 4515 4.5mm.
  - (c) As an alternative the proposal should include a report from an acoustic engineer (obtained and paid for by the owner) certifying that the proposed flooring and installation will have a floor impact measurement field rating less than L'nTw 45dB.

#### 5. Erections and alterations

- (1) A unit owner may erect or alter any structure in or on the unit or the common property only:
  - (a) in accordance with the express permission of the Owners Corporation by unopposed resolution; and
  - (b) in accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).
- (2) Permission may be given subject to conditions stated in the resolution.
- (3) Permission may be withdrawn by the Executive Committee or the Owners Corporation if stated conditions have not been met.
- (4) The owner is liable to reimburse the Owners Corporation for any cost incurred for the rectification or removal of the work.



## **5.1 Security doors and fly screens**

- (1) A unit owner must not install security doors or fly screens on apartment entry doors from the hallways.
- (2) The owner who does so is liable to reimburse the Owners Corporation for any costs incurred for the rectification or removal of the work.

## **5.2 Balcony bulkheads**

A unit owner must retain balcony bulkheads as integrated functional and architectural elements of the overall building design.

## **6 Use of common property**

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

### **6.1 Storage, placement or attachment of items**

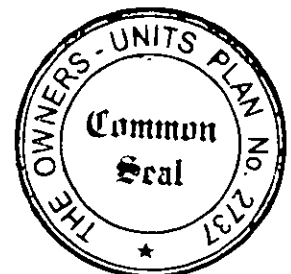
- (1) No items are to be stored on, placed in or attached to any common property.
- (2) Sub rule (1) does not apply if the executive committee has given an owner, occupier or user of the unit written permission for that use.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by the Executive Committee or the Owners Corporation if stated conditions have not been met.

### **6.2 Basement car parks**

- (1) All occupants must park only within their allocated parking bays and must park so as to ensure that vehicles in adjacent parking bays are not prevented from having their doors opened.
- (2) Only registered motor vehicles, motorcycles, caravans, trailers, boat trailers and bicycles are to be parked in the units parking bays. No personal chattels are to be stored on or within the unit's garage entitlement.
- (3) The speed limit within the basement car parks, ramps and roadway is 10 km per hour.
- (4) Rule 6.2 (2) does not apply if the Executive Committee has given written permission for another type of vehicle to be parked.

### **6.3 Smoking**

- (1) Smoking is not permitted in any of the common areas, including the lifts, foyers, hallways or basement car parks.
- (2) An occupant must not throw cigarette butts or ash over balconies or discard them in any part of the common property.



## 6.4 Rubbish

- (1) Occupants must remove from all areas of common property all rubbish generated by their activities.
- (2) Occupants must not throw or in any other way discard liquids, solid items or other materials from their balconies.
- (3) Occupants should assist in maintaining the overall cleanliness of the common property where it is practicable and reasonable for them to do so.
- (4) Where it is not practicable for the occupant to clean up rubbish, the occupant should report the rubbish to the cleaners or the Owners Corporation manager.

## Tower Building

- (5) Small amounts of household waste may be deposited in the garbage chute located at the southern end of each floor. All garbage must be securely tied in double plastic bags, of a size to comfortably fit the chute opening and not create blockages in the chute.
- (6) Items which are not permitted in the garbage chute are clearly marked on the chute door. No glass of any kind is to be deposited in the garbage chute.
- (7) Large amounts of refuse and ALL recyclables must be taken to the garbage room located in the utility room and placed in the bins provided. Large boxes must be cut down before placing them in the bins provided.

## Forbes Street Building

- (8) Large boxes must be cut down before placing them in the bins provided. Alternatively, arrangements may be made with the cleaners to put large items in the Tower Building hopper.

## 6.5 Scooters, roller blades etc.

Roller blades, skateboards, scooters (other than mobility aids) and any

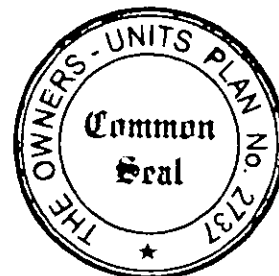
other non- motorised wheeled conveyances must not be used on the common property.

## 6.6 Vandalism and damage

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

## 6.7 Activation of fire alarms, fire hoses and fire extinguishers

- (1) Except in case of fire, an occupant must not do any act that activates the fire alarm or use the fire hoses or fire extinguishers.
- (2) Under no circumstances are fire doors to be chocked open.
- (3) The occupant who activates the fire alarm is liable to the corporation for all



expenses it incurs in respect of the fire brigade attendance and resetting of the fire alarms.

## 6.8 Advertising signage

- (1) No advertising signage, including real estate signage, is permitted in any part of the complex.
- (2) Sub rule (1) does not apply if the executive committee has given written permission for some other signage.

## 7. Hazardous use of unit

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

### 7.1 Storage of hazardous liquids

Petrol and other hazardous liquids must not be stored in any unit or basement car park or storage unit entitlement.

## 8. Use of unit - nuisance or annoyance

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

## 9. Noise

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

**Note:** Noise in this context refers to:

- (a) airborne noise, (for example loud conversation) that may travel from one unit to another either directly through structures such as walls, ceilings and floors, or around through open windows and doors or gaps in structures; and
  - (b) structure-borne noise (for example impact noise from hard-soled footwear or chair movement on hard floor surfaces) that is transmitted by causing sound/vibration within building structures.
- (2) This rule does not apply to the making of a noise if the Executive Committee has given the person responsible for making the noise written permission to do so.
  - (3) Permission may be given subject to stated conditions.
  - (4) Permission may be withdrawn by special resolution of the Owners Corporation.



## 9.1 Excessive noise after 11 pm

There must be no excessive noise, for example from parties, music or loud conversation, including on balconies or the common property, after 11pm.

## 10. Animals

- (1) A unit owner may keep an animal, or allow an animal to be kept, within the unit or the common property only with the written consent of the Owners Corporation through the Executive Committee.
- (2) The Owners Corporation consent must not be unreasonably withheld.
- (3) Each application will be considered on its merits and in accordance with guidelines approved by the Owners Corporation.
- (4) Provisions of rules of Unit Plan 2737, as registered, apply to the keeping of an animal, in particular:
  - Rule 6 – Use of common property;
  - Rule 8 – Use of unit – nuisance or annoyance, and Rule 9 – Noise.
- (5) All relevant provisions contained within territory legislation and ACT government policies will also apply.
- (6) Consent will be withdrawn if there is a pattern of behaviour inconsistent with the conditions of approval and the animal must then be removed.
- (7) Withdrawal of approval will be in accordance with guidelines approved by the Owners Corporation

## 11. Illegal use of unit

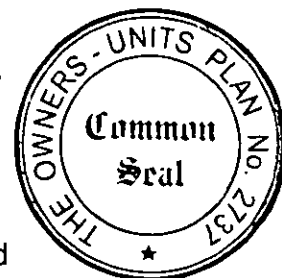
A unit owner must not use the unit, or permit it to be used, to contravene a law in force in the ACT.

### 11.1 Security

- (1) Occupants must ensure that all security doors are properly closed after use.
- (2) A security door must not be propped open or disabled.
- (3) An occupant must not admit to the premises of the complex any person who is unknown to the occupant personally, or who has not been invited by them to enter.
- (4) An occupant must safeguard all keys and swipes to the common areas and not negligently lose them or allow them to be stolen.

## 12. Visitors' car parking and slip road

- (1) The speed limit in the visitor car parking area off Condamine Street and the slip road adjacent to the Tower building is 10 km per hour.
- (2) Except for removal vehicles, the parking area in front of the main entry foyer of the Tower building is for pick up and set down only. No parking is permitted in front of the Tower building.
- (3) Parking is permitted only within marked parking spaces in the visitors' car parking area off Condamine Street. Extended parking by residents is not



permitted in the visitors 'car park.

- (4) The grassed area in front of the ground floor apartments facing Northbourne Avenue must not be used for parking.
- (5) The slip lane onto Northbourne Avenue is an exit only lane, with no entry from Northbourne Avenue and entry only from Condamine Street.

### **13. Moving items into or out of the buildings**

- (1) An occupant moving into or out of the Tower building is limited to the period between 8 am and 5 pm Monday to Saturday and must advise the occupant's removalist of this restriction, and:
  - (a) must notify the contact person nominated by the Executive Committee of the intended move, providing not less than 24 hours notice; and
  - (b) must notify the contact person nominated by the Executive Committee as soon as the move is completed.
- (2) An occupant must not damage or soil any part of the common property when moving items into or out of the complex.
- (3) The occupant who has caused the damage is liable to reimburse the Owners Corporation for all expenses that it incurs in rectifying the damage.

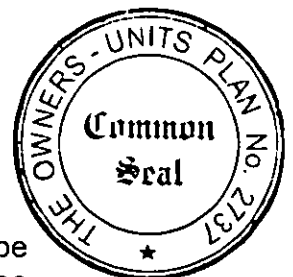
### **14. What may an Executive Committee representative do?**

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

### **15. Seal of owners corporation**

For the attaching of the seal of the owners corporation to a document to be effective the seal must be attached by decision of the Executive Committee and either:

- (1) the seal must be attached in the presence of an employee of the managing agent appointed pursuant to the Unit Titles Act 2001 who shall sign the document as a witness; or



- (2) the seal must be attached in the presence of two (2) Executive Committee members who shall sign the document as witnesses.

## 16. Electronic Meetings

### Attendance

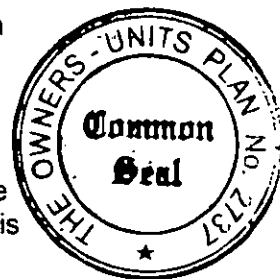
- (1) A unit owner may attend and participate in a general meeting of the Owners Corporation and/or a meeting of the Executive Committee by means of teleconference, video-conferencing, or other electronic means from a remote location (“electronic attendance”), provide the unit owner is able to:
- (a) communicate with other participants in the meeting; and
  - (b) participate in the meeting and engage with the other participants at the meeting.
- (2) 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 a quorum for the meeting.
- (3) There is no limit to the number of unit owners who may participate in a meeting by electronic attendance. However, the Owners Corporation and Executive Committee may require that unit owners provide notice of electronic attendance prior to the meeting to allow for practical arrangements to be made.

### Participation

- (4) Where a unit owner participates in a general meeting of the Owners Corporation or a meeting of the Executive Committee through electronic attendance the unit owners may participate in all aspects, including
- (a) participating in debate at the meeting; and
  - (b) voting in resolutions at the meeting.

### Pre-Meeting Electronic Voting

- (5) Decision making at general meetings of the Owners Corporation and meetings of the Executive Committee may be undertaken by electronic means prior to a meeting (“pre-meeting electronic voting”). Pre-meeting electronic voting includes:
- (a) voting by means of email submission of ballot papers;
  - (b) voting by means of accessing a website and submitting an online ballot paper;
  - (c) voting by means of utilising an electronic application and submitting a ballot paper; and
  - (d) voting by alternative electronic method as agreed by the Owners Corporation or Executive Committee.
- (6) At least 10 days prior to the meeting, the Owners Corporation or Executive Committee must notify all unit owners that pre-meeting electronic voting is taking place and provide:
- (a) 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;



- (b) the resolution to be voted on (including any explanatory material);
  - (c) instructions for completing the ballot paper and indicating the voter's choice;
  - (d) 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; and
  - (e) 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.
- (7) The Owners Corporation or Executive Committee may require that the above procedure is amended to provide for anonymous pre-meeting electronic voting.

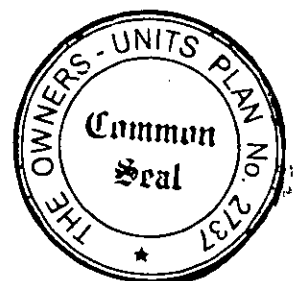
**Note:**

These rules are the default rules under the *Unit Titles (Management) Act 2011* as amended by special resolution of an annual general meeting of the proprietors of Units Plan 2737 pursuant to section 108 of the Act on **18 September 2024**.

In the event that ACT Government guidelines change and differ from the Space Rules, the updated government guidelines will take precedence.

In accordance with Section 31 of the Unit Titles (Management) Act 2011, "Recovery of Expenditure Resulting from Member or Unit Occupier's Fault" applies. This section allows for the recovery of costs incurred due to the fault or negligence of a member or unit occupier.

In accordance with the Owners Corporation Network (OCN) guidelines regarding lithium-ion battery-powered devices, these guidelines will be adopted and incorporated into the House Rules for Space. This includes all relevant safety and usage protocols to ensure compliance and promote safe practices within our community (enclosed).



Space  
The Residence



Appendix A – Balcony/Sun Protection Options  
(Original motion passed 29 July 2008; amended 28 August 2017)

Balcony/Sun Protection Option:  
 A = Vistaweave Drop Awning (White)  
 B = Vergola Louvre (White) – Already installed  
 C = Vistaweave Drop Awnings and/or Full Height Glass Doors  
 D = Rollashield Plantation Louvre Shutters (Silver Pearl)  
 or for each, with the prior approval of the Executive Committee, a visually identical replacement taking into consideration its appearance from the ground and any overlooking units.

Direction: N = North, W = West, S = South, E = East

Unit	Door	Type	Unit	Door	Type	Unit	Door	Type
1	G1	A (w), D	32	202	A (w), C (n), D	63	405	A (e), D
2	G2	A (w, n), D	33	203	A (e), C (n), D	64	406	A (e), D
3	G3	A (n, e), D	34	204	A (e), D	65	407	A (e), C (s), D
4	G4	A (e), D	35	205	A (e), D	66	408	A (w), C (s), D
5	Café	Nil	36	206	A (e), D	67	409	A (w), D
6	Shop	Nil	37	207	A (e), C (s), D	68	410	A (w), D
7	F17	B (e)	38	208	A (e), C (s), D	69	501	A (w), D
8	F16	A (w), D	39	209	A (w), D	70	502	A (w), C (n), D
9	F18	A (w), B (e), D (w)	40	210	A (w), D	71	503	A (e), C (n), D
10	F10	A (w), B (e), D (w)	41	F23	B (e)	72	504	A (e), D
11	F11	A (w), B (e), D (w)	42	F22	A (w), D	73	505	A (e), D
12	F01	A (w), B (e), D (w)	43	F24	A (w), B (e), D (w)	74	506	C (e, s), D
13	F02	B (e)	44	F14	A (w), B (e), D (w)	75	508	C (w, s), D
14	F03	A (w), D	45	F15	A (w), B (e), D (w)	76	509	A (w), D
15	101	A (w), D	46	F07	A (w), B (e), D (w)	77	510	A (w), D
16	102	A (w), C	47	F08	B (e)	78	601	A (w), D



		(n), D						
17	103	A (e), C (n), D	48	F09	A (w), D	79	602	A (w), C(n), D
18	104	A (e), D	49	301	A (w), D	80	603	A (e), C (n), D
19	106	A (e), D	50	302	A (w), C (n), D	81	604	A (e), D
20	107	A (e), C (s), D	51	303	A (e), C (n), D	82	605	A (e), D
21	108	A (w), C (s), D	52	304	A (e), D	83	606	C (e, s), D
22	109	A (w), D	53	305	A (e), D	84	608	C (w, s), D
23	F20	B (e)	54	306	A (e), D	85	609	A (w), D
24	F19	A (w), D	55	307	A (e), C (s), D	86	610	A (w), D
25	F21	A (w), B (e), D (w)	56	308	A (w), C (s), D	87	701	C (w, n), D
26	F12	A (w), B (e), D (w)	57	309	A (w), D	88	703	C (e, n), D
27	F13	A (w), B (e), D (w)	58	310	A (w), D	89	705	A (e), D
28	F04	A (w), B (e), D (w)	59	401	A (w), D	90	706	C (e, s), D
29	F05	B (e)	60	402	A (w), C (n), D	91	708	C (w, s), D
30	F06	A (w), D	61	403	A (e), C (n), D	92	710	A (w), D
31	201	A (w), D	62	404	A (e), D			



## Appendix B - Privacy Policy for Space The Residence

(Approved 13/8/2012)

### 1 Purpose

Under the *Unit Titles (Management) Act 2011*, (UTMA), the Owners Corporation of Units Plan 2737 Space The Residence is required to maintain a corporate register. The corporate register contains personal information as defined under the Commonwealth of Australia *Privacy Act 1988*. The national privacy principles under that Act apply to the Owners Corporation in relation to the collection, use, disclosure and storage of personal information.

This policy establishes the circumstances under which personal information may be released.

### 2 Corporate register

The corporate register for Units Plan 2737 is maintained by the strata manager, who will ensure:

- (a) Personal information is accurate and complete;
- (b) Requested for access to personal information are dealt with without delay; and
- (c) Personal information is destroyed when no longer required by law.

The UTMA requires unit owners to give the Owners Corporation for the Units Plan written notice (within 14 days) of any change to information that must be recorded in the corporate register.

### 3 Policy

Your personal information will only be disclosed to third parties where required or authorised by law, or where you consent to the use or disclosure of information.

Your personal information is stored in a manner that reasonably protects it from misuse and loss and from unauthorised access, modification or disclosure.

Most of the personal information is or will be stored in Owners Corporation files which will be kept for a minimum of 7 years.

The national privacy principles provide you with the right to access the personal information we hold about you and to update or correct it. You can access your personal information by making a request in writing to the strata manager. You may be charged an administrative fee for providing a copy of your personal information.

In order to protect your personal information, we may require identification from you before releasing such information.

Privacy requirements for closed circuit television security video recordings are dealt with in the Code of Practice – CCTV for Space The Residence issued in December 2009.

Complaints about any breach of this privacy policy should be addressed in



writing to the Executive Committee for Units Plan 2737.

### ***Addendum 1 - Fact Sheet 18 Privacy***

(Source: ACT Justice and Community Directorate -Corporate Register and Records) Overview

The owners corporation must by law comply with the National Privacy Principles under the *Privacy Act 1988* (Cwth) ("NPPs"). Owners corporations are bound by the NPPs. Each owners corporation should prepare a privacy policy which details how it generally manages personal information and safeguards privacy.

#### **What is new**

From 21 December 2002, most private sector organisations in Australia, must by law comply with the NPPs. While these laws are not new, owners corporations should familiarise themselves with their privacy obligations.

#### **Who does this apply to?**

All owners corporations, unit owners, executive committee members and managers.

Warning: The rules applicable to the provision of personal information are different from state to state. The ACT law is different to that in NSW.

#### **Issues**

##### *What is personal information?*

Personal information is any information that identifies a person or information by which a person's identity can be reasonably discovered. Examples are names, addresses, marital status, taxation information, income, internet addresses (e-mail, facebook or twitter address details), credit card information etc.

##### *The collection of personal information*

An Owners 'corporation should only collect personal information that is necessary for it to perform its functions.

The kinds of personal information an owners corporation collects and holds will depend upon the nature of the body corporate and the services it is required to deliver. However, it may include:

- Collection of information about members, tenants or guests. This information will include name, address and contact details. (eg, this must include information of a formal nature required for the corporate register. It may also include details about possible breaches of the rules or complaints about the member.)
- Collection of other information about individuals in the course of discharging its functions. (eg, this may include details about persons trespassing on common property.)



## Examples

1. An Owners 'corporation is required by law to maintain a corporate register. The register contains the names and addresses for correspondence of all the unit owners in the Units plan and the full names of its executive members.
2. An Owners 'corporation may distribute a news-sheet or run a web site for the benefit of and at the request of members. These services might seek personal information about members (and, if a web-site, may involve the automatic collection of information including the use of 'cookies 'or the collection of anonymous information for tracking usage patterns).

### *Using and disclosing personal information*

Any personal information which is collected by the Owners 'corporation can only be used according to law. The information should be properly maintained – it should be accurate and it should be secured.

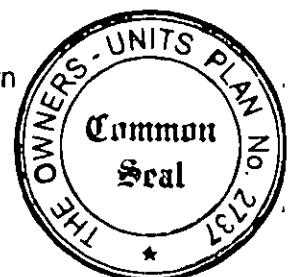
## Examples

1. Limit access to personal information.
2. Secure or lock rooms/cabinets/files/data systems where personal information may be kept;
3. Keep a "clean desk" - when personal information is not being used, keep it secure and out of sight;

The misuse of personal information may expose the owners corporation to the risk of significant damages for a breach of privacy. The malicious or negligent release of personal information may also expose the owners corporation to other forms of civil damages.

### Examples of reasonable use

1. The owners corporation provides the corporate register to the secretary of the corporation or to its manager to manage on behalf of the owners corporation.
2. An outgoing secretary (or manager) provides the corporate register to the secretary of the owners corporation.
3. The secretary or manager provides personal information about an owner or tenant to:
  - o a person (when required to do so by law);
  - o a tradesperson (if necessary to prevent damage to common property);
  - or
  - o an insurer (for the purpose of meeting insurance obligations).
4. The secretary or manager writes/emails members at their last known place of address to inform them of a meeting or some other matter appropriately addressed by the body corporate.
5. The secretary or manager provides personal information about members to the owners 'corporation or executive committee where necessary for the performance of its functions.
6. A manager provides the corporate register to the secretary of the owners 'corporation or executive committee on notice of a resolution to that effect.
7. The secretary or manager provides access to an owner to ensure their own



personal information is accurate, and to suggest corrections.

#### Examples of inappropriate use

1. A person sells personal information from the corporate register to another.
2. A person gives personal information from the corporate register to a member of the press.
3. A person leaves a copy of the corporate register where it can be accessed by a person who is not authorized to see it.
4. A secretary or manager gives personal information from the corporate register to another member so that the member may contact them about a personal matter (unless that other person has consented to the release of the personal information).

Note also that a member may volunteer information about themselves to an owners corporation (beyond what is required by law) – this information cannot be used unless the member also has agreed to the use of the volunteered information.

#### Examples of use which might be authorised

Any person may authorise the release of their own personal information. Unit title members might agree to the following types of release:

1. The release of names and birthdays in a social news-sheet issued by the owners corporation.
2. The release of all personal information to all other members of the owners corporation.

#### Privacy policies

Because there may be confusion about whether and in what circumstances personal information should be released (eg, whether a unit owner can access the corporate register, and the extent of information the person can access), it is desirable for the owners corporation to establish a privacy policy.

Anyone whose personal information may be dealt with by the policy should be asked to agree to the policy (in some cases this will be at the time the policy is agreed, in other cases, it may simply set out an agreed process). A policy which provides for the release of personal information can only apply to those who agree to it. If it is

intended to apply to future residents, consideration will need to be given to the policy being made as a rule.

A policy might deal with a number of matters:

- who is accountable for privacy issues (ordinarily, this will be the secretary or manager). The accountable person should ensure:
  - o personal information is accurate and complete;
  - o requests for access to personal information are dealt with without delay;and



- o personal information is destroyed or made anonymous when no longer required by law.
- Information to owners and tenants about:
  - o where consent is not required or is implied in relation to the management of personal information (eg, the collection of information for the corporate register, the provision of information to managers etc);
  - o the need to gain consent before the owners corporation collects, uses or discloses personal information; and
- why personal information is being collected, how it is being used and to whom it has been disclosed;

**How can I contact another member for a private purpose?**

*I want to contact the good-looking guy/girl in flat 5.*

In the ACT, an owners corporation, secretary or manager cannot give you this information from information held by the owners corporation.

**How can I contact another member to discuss a body corporate matter?**

*I want to talk to other members about a problem I have in the body corporate (eg noise, poor management, inappropriate actions by another member) but I don't know their names/contact details.*

In the ACT, an owners corporation, secretary or manager cannot give you this information from information held by the owners corporation. You may request that the secretary or manager ask other members to contact you or you may write letters to the relevant addresses setting out your issues or, if available, place notices in permitted locations to similar effect.

If the issue is a matter which should be addressed at a meeting of the body corporate or executive committee (or by the manager), you may ask the appropriate person to have it dealt with there.

Alternatively, members may agree – through a privacy policy – about the circumstances in which their personal information may be given to another.

## **Resources**

Unit Titles (Management) Act 2011, Legislation Act 2001  
 (www.legislation.act.gov.au) Privacy Act 1988 (Cwlth) (www.comlaw.gov.au)

## **Disclaimer**

The factsheets are intended to guide users of the legislation, including unit owners, executive committees and managers to meet their requirements under the law.

While reasonable steps have been taken to ensure the information in this guide is accurate, you should not rely solely on that information. The factsheets do not constitute legal advice. If you are uncertain of your legal obligations or rights or if you



are having a dispute involving an owners corporation, you should seek independent legal advice.

**Addendum 2 - Factsheet 19 Corporate Register and Records** (Source:

ACT Justice and Community Directorate -Corporate Register and Records)

**Overview**

The owners corporation must maintain a register of the names of the unit owners in the units plan and their addresses for correspondence. Unit owners are required to inform the owners corporation of any change in their name or address for correspondence or any change in ownership or occupation of their unit.

**What is new**

There are no new rules about the corporate register.

**Who does this apply to?**

These rules apply to all owners corporations, unit owners and executive committee members.

**Issues**

Owners corporations are required by law to maintain a corporate register. The register contains the names and addresses for correspondence of all the unit owners in the units plan and the full names of its executive members.

It is necessary for the owners corporation to keep this information so that it can send out correspondence to its members, including the proposed general funds budget (prior to the annual general meeting), notices of levies contributions, notices of upcoming general meetings and minutes of meetings.

For this reason, and so that the owners corporation can meet other functions under the law, existing unit owners are required, within 14 days, to inform the owners corporation of:

- an agreement to transfer their unit;
  
- any change to their name or address for correspondence;
- a change in the occupancy of the unit; or
- a vacancy of the unit that is expected to be longer than 30 days.

New unit owners in the units plan must notify the owners corporation within 14 days of the registration of the transfer (or other instrument that made the person the owner) that he or she is the new owner, his or her name and his or her address for correspondence.



Unit owners may not want to provide personal information to the owners corporation for a number of reasons, including concerns over their privacy. The issue of privacy is considered further in this factsheet and examined in more detail in factsheet 18.

The executive committee is responsible for carrying out the functions of the owners corporation under the Act. This includes sending out notices to unit owners under the Act. The executive committee is also required to keep the records of the owners corporation.

It is the executive committee that is responsible for maintaining the corporate register.

Many owners corporations choose to engage a manager, in which case the executive committee can delegate some or all of its functions under the Act to the manager. One of these functions may include maintaining the corporate register.

There may be confusion about whether and in which circumstances a unit owner can access the corporate register, and the extent of information the person can access.

Firstly, where an executive committee has delegated to a manager its functions, including maintaining the corporate register, the manager should allow access to the executive committee where the committee has a need, based on reasonable grounds, to access it. This need may be evidenced by a resolution of the executive committee.

The reason a manager should normally permit the committee to access the corporate register is that the law in the ACT about delegations of functions generally (contained in the *Legislation Act 2001*) is that a person who has delegated a function under an Act is still responsible for ensuring the function is carried out properly, and is also able, notwithstanding the delegation, to carry out the function. If the executive committee wishes to exercise one of its required functions under the Act, access to the corporate register may be necessary.

For unit owners who are not committee members, the Act (at section 116) provides a basic threshold of information that must be provided on request by an eligible person on payment of the required fee. That is, information about the unit and the common property.

But does a unit owner have a right to access more information in the corporate register than this? For instance, if a unit owner wishes to petition the owners corporation to quash a reduced quorum decision, can he or she force the executive

committee (or manager) to provide access to the corporate register so he or she can write to all the unit owners?

In the absence of consent being given by unit owners for their personal information contained in the register being provided to a unit owner, the short answer is "no".



Firstly, as the corporate register contains personal information about individuals, the National Privacy Principles ('the NPPs') under the Commonwealth *Privacy Act 1988* apply to the collection, storage and use of that information by the owners corporation (as it is a corporate entity) and the manager (if the manager is a company).

This means that personal information about individuals cannot be used by the owners corporation (or manager) as it pleases.

To avoid a contravention of the NPPs, an entity which collects, stores or uses personal information needs, for example, a legislative requirement or authorisation to do so, or consent.

The *Unit Titles (Management) Act 2011* provides a legislative requirement to collect and store information about unit owners, and a requirement to provide information about a unit to an eligible person for that unit and the common property on request (and payment of the fee).

This means that it is not a contravention of the NPPs to maintain a corporate register or comply with the basic threshold requirement in section 116 because there is a law that requires or authorises it.

A way to protect unit owners' privacy (and avoid a contravention of the NPPs) and prevent any ambiguity is for an owners corporation to make a rule about who can access the corporate register and in what circumstances.

For example, an owners corporation could make a rule that allows a unit owner to have access to all names and addresses of unit owners who have freely consented to their personal information being accessed by other unit owners for specified purposes.

Provided the personal information is being used for a purpose that is consistent with the consent that has been given, it is unlikely that the National Privacy Principles would be contravened by providing a unit owner with the names and addresses of consenting unit owners.

## Resources

*Unit Titles (Management) Act 2011, Legislation Act 2001*  
([www.legislation.act.gov.au](http://www.legislation.act.gov.au)) *Privacy Act 1988* (Cwlth) ([www.comlaw.gov.au](http://www.comlaw.gov.au))

If you need interpreting help, telephone: Translating and Interpreting Service – 131 450.

## Disclaimer

The factsheets are intended to guide users of the legislation, including unit owners, executive committees and managers to meet their requirements under the law.



## Managing Risks Associated with Lithium Ion Batteries

Many modern electric devices are powered by Lithium-Ion (Li-Ion) batteries - from eBikes and eScooters to mobile phones and other household appliances. Fire authorities and insurance companies have issued warnings that if Lithium-Ion batteries are poorly manufactured, or are handled, stored, charged, discharged or disposed of incorrectly, they can catch fire or explode.

All strata owners, residents and managers are expected to be aware of the risks and embrace proper practice to minimise these risks:

1. **DO NOT** charge a battery with anything *except* the charger that was supplied for that battery type. A non-compliant charger will not communicate with the battery and cut power supply when charging is complete.
2. **DO NOT** over-charge the batteries by leaving them on charge any longer than necessary – for example, overnight. They can overheat, emit toxic gases and catch fire. Disconnect the charger when charging is complete. Simple low-cost timers that automatically cut power after a specified period are readily available.
3. **DO NOT** charge a device in a location near combustibles (*blankets, clothes, curtains etc*). Such materials can spread the fire quickly. Equipment should only be charged in a well-ventilated area and on a heat-resistant, non-combustible surface. If practical, charge equipment in an outdoor area.
4. **DO NOT** expose batteries to heat, liquids or physical trauma, especially while they are charging. Such conditions increase the risk of overheating and catching fire.
5. **DO NOT** dispose of Li-Ion batteries in garbage bins – they can release toxic chemicals and suffer damage that culminates in a fire. Terminals should be insulated with tape, and batteries disposed of at an authorised recycling facility.

**WARNING SIGNS** of a high-risk situation include odours, smoke, leakage, case discolouration, blistering, bulging or abnormal popping, hissing or crackling sounds emanating from the battery or battery-powered device.

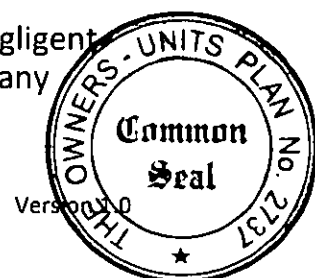
If you observe such warning signs:

- **TURN OFF THE POWER** immediately and unplug the charger.
- Only **IF SAFE TO DO SO, MOVE THE DEVICE** well away from anything combustible.

In the event of a fire breaking out:

- **DO NOT** attempt to extinguish it *unless* the fire is minor and in a well-ventilated location *and* you have a fire extinguisher specifically designed for Li-Ion fires.
- **EVACUATE THE UNIT OR ADJACENT AREA**, and if possible, seal the area by closing any fire-proof doors.
- **CALL 000 FOR THE FIRE BRIGADE** and alert them to the Li-Ion source of the fire.
- **WAIT IN A SAFE LOCATION** for the emergency services to arrive.

Under Section 31 of the Unit Titles (Management) ACT, the deliberate or negligent breach of these important safety guidelines can render a resident liable for any consequential damages caused to the Common Property or other Units.



While reasonable steps have been taken to ensure the information in this guide is accurate, you should not rely solely on that information. The factsheets do not constitute legal advice. If you are uncertain of your legal obligations or rights or if you are having a dispute involving an owners corporation, you should seek independent legal advice.

## **Appendix C - Guidelines for the Replacement of Air Conditioners**

Approved on 29 November 2022.

This document provides guidelines for the replacement of split-system ducted air conditioners installed within the Space the Residence apartment units as approved at the Annual General Meeting 29 November 2022. The replacement of air conditioners may be either like for like or balcony floor mounted type. Owners are responsible for their own air conditioner costs. The general principle applying to both like for like and balcony floor mounted replacement units is that owners shall undertake any necessary building works to suit new air conditioning unit sizes, subject to the approval of the Executive Committee and following the principle of minimising disturbance to other residents. Building works may include, but not be limited to, an upgrade to electrical cabling and circuit breaker, replacement of the existing indoor (fan coil) unit in the ceiling space; and replacement of refrigerant pipes connecting the outdoor and indoor units.

Please note, the Owners Corporation requires that the architectural integrity of the building, including its balconies, is maintained.

### **1. Replace with Like for Like Units.**

- (a) All owners may replace their existing outdoor (condensing) unit within the patio or balcony soffit, or in the Plant Room as applicable, with a new unit in the same location.
- (b) New units must make new connection to condensate drainage system.
- (c) The replacement unit must maintain acoustic performance in line with current ACT guidelines. Please seek advice from the Body Corporate Manager, BCM, if assistance is required.

### **2. Replace with Balcony Type Outdoor Units.**

- (a) Owners may replace their existing outdoor unit within the patio or balcony soffit as applicable, with a balcony floor mounted condensing unit located ideally against the patio/balcony wall adjacent to the condensate drainage point, gas pipes and electrical cables.
- (b) New units must make new connection for condensate drain to stormwater downpipe; extend gas pipes and electrical cables from balcony soffit to condensing unit; conceal pipe and cable within service trunking.
- (c) The replacement unit must maintain acoustic performance in line with current ACT guidelines. Please seek advice from the BCM if assistance is required.



- (d) The balcony floor mounted unit must sit on a waterproof mat to minimise noise and contain spills.
- (e) Balcony floor mounted units shall not be able to be seen when viewed from outside ground level. The Air Con Plant must not be higher than the balcony balustrade except where there is a demonstrated case for a larger plant to adequately heat or cool an owner's apartment and that, subject to the approval of the Executive Committee of the Owners 'Corporation, owners may replace their existing outdoor unit within the patio or balcony soffit or in the plant room, as applicable, with a balcony floor-mounted condensing unit located ideally against the patio/balcony wall adjacent to the condensate drainage point, gas pipes and electrical cables.
- (f) The existing ceiling bulkhead must be retained.
- (g) The balcony floor mounted unit shall be placed sufficiently clear of the balustrade to avoid a person [especially, of course, a child] climbing and falling from the balcony.
- (h) The colour of the balcony floor mounted unit and services trunking shall be white or off-white in colour to ensure consistency and compliment the design of the building.

### 3. Approval

- (a) Approval by the Executive Committee will be required for balcony floor mounted condensing units and when the Owner proposes to alter any structure in or on the apartment unit or the common property.
- (b) A written submission must be given by the Unit Owner to the Executive Committee 21 days prior to the intended date of installation. This submission must include the proposed method of concealment of the outdoor unit.
- (c) The Unit Owner shall arrange for an inspection of the work by an authorised member of the Executive Committee or the BCM on the day of completion of the work.
- (d) Endorsement of the installation by the Executive Committee will only occur if all stated conditions have been met.
- (e) The Unit Owner is liable to reimburse the Owners Corporation for any costs incurred for the rectification or removal of work.

**NOTE:** The Owners Corporation, by Special Resolution, resolved to adopt and adhere to the proposed, and if applicable, amended at the AGM 2022, Owners Corporations Rules, which will supersede and replace all other Rules previously in force. A copy of the Rules is to be registered on title by L J Hooker Strata with Access Canberra within the prescribed time.



**Appendix D - Managing Risks Associated with Lithium-Ion Batteries**

*In accordance with the Owners Corporation Network (OCN) guidelines regarding lithium-ion battery-powered devices, all strata owners, residents, and managers are expected to be aware of the associated risks and to adopt proper practices to minimise these risks.*

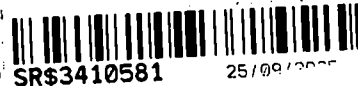
*Residents will adhere to the guidelines provided by the Owners Corporation Network (OCN) of the ACT as outlined in this appendix; PROVIDED THAT the charging and re-charging of Lithium-Ion batteries for e-Bikes and eScooters is NOT permitted in buildings, including basements, compromising Unit Plan 2737, such that said charging and recharging is performed outside and away from combustible materials.*





Access Canberra

Chief M



46:43 McCa

SPECIAL RE

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rate  
DN

094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS			
Name	Email Address	Customer Reference Number	Contact Telephone Number
LJ Hooker Strata ACT	infoact@ljhookerstrata.com.au	2737	1800 383 333

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1710:70	Turner	58	14	2737

DETAILS OF RULES BEING REGISTERED	DATE MEETING HELD (must be registered within 3 months)
CONSOLIDATED RULES	20/8/25

SUPPORTING DOCUMENTATION <small>(Please select appropriate item – Original signed copy must be supplied)</small>	COMMON SEAL OF OWNERS CORPORATION <small>(Seal may be affixed)</small>
<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) – <b>Alternative Rules consolidated</b>	

**CERTIFICATION** \*Delete the inapplicable

**Applicant**

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

Signed By:

Witnessed By:

Fallon Louise Skerbic  
Administration Manager  
for: LJ Hooker Strata ACT Pty Ltd  
on behalf of the Registered Proprietor/Managing Agent

Director & General Manager  
for: LJ Hooker Strata ACT Pty Ltd

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



**ANNEXURE**

Form 029 - ANN

Land Titles Act 1925

TITLE AND LAND DETAILS					
Volume & Folio	District/Division	Section	Block	Unit	Consideration (Only complete is if requesting transactions not be aggregated)
1710:70	Turner	58	14		

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
SPECIAL RESOLUTION BY OWNERS CORPORATION	37

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)	
OWNERS CORPORATION OF UNITS PLAN	2737

VOI Sighted X.....1.....

Change of Name by .....

Authority to Deal *management*

ASIC *y*

Category *3*

Signed by *J. McLanley*

Date *31/9/2025*



# RULES OF UNITS PLAN NO. 2737

## Space The Residence

Updated 2025

These rules of Units Plan No. 2737 are the rules approved on 20 August 2025 by Special Resolution at an AGM of the proprietors of Units Plan 2737 pursuant to Section 108 of the Unit Titles (Management) Act 2011.

These rules replace the rules of Units Plan No. 2737 approved by Special Resolution at the GM held 24 April 2025.

### 1. Definitions

(1) In these rules:

**executive committee representative** means a person authorised in writing by the executive committee under rule 14 (4).

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

**occupant** includes every person at any time present on the premises of Unit Plan No. 2737.

**rubbish** includes every description of litter, discarded material and spills of liquid or other substances.

**the Act** means the Unit Titles (Management) Act 2011 as in force from time to time.

**the Regulations** mean the Unit Titles (Management) Regulation 2011 as in force from time to time.

**UP2737** means the development known as SPACE THE RESIDENCE, the street address of which is 155 Northbourne Avenue, Turner in the Australian Capital Territory.

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

### 2. Executive Committee

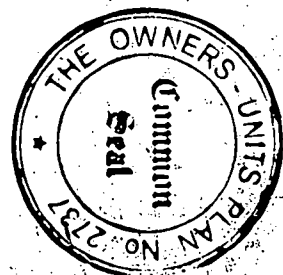
The Executive Committee shall be made up as follows:

- 5 committee members elected from the owners of units situated in the Tower building; and
- 2 committee members elected from the owners of units situated in the Forbes Street building.

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

A unit owner must pay all rates, taxes, Owners Corporation levies and any other amount payable for the unit, including debt recovery fees..

1. Any Owners Corporation levy must be paid within 28 days of the date of the levy notice, after which time interest will be charged on any amount



#### **4. Repairs maintenance and detailing**

1. A unit owner, as part of the Owners Corporation, has an obligation to maintain the valuable asset of the building in terms of its:
  - a. appearance and design integrity
  - b. engineering and construction standards
  - c. quality of fixtures and fittings
  - d. safety standards
  - e. acoustic standards, and
  - f. energy ratings
2. A unit owner must ensure that the unit is in a state of good repair.
3. All work that involves creating substantial noise must be undertaken only between 8:00 am and 5:00 pm Monday to Friday.
4. 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.

#### **4.1 Basement car parks – Owner Unit Entitlement**

1. All oil spills or leaks, acid spills or any other spillages or stains from any material, beyond fair wear and tear, must be removed by the unit owner.
2. The occupant who has caused the damage is liable to reimburse the corporation for all expenses that it incurs in rectifying the damage.

#### **4.2 Windows and balconies**

1. All window treatments including blinds and curtains that can be seen from the exterior of any unit must be white or off white in colour to ensure consistency and complement the design of the complex.
2. Balconies must be kept clean of invertebrate infestations.
3. When cleaning balconies, unit owners must direct all cleaning solutions away from the overflow spitter drains to the floor waste provided and not allow any solution to drip onto the units or ground below. Spitter drains should be blocked with either rag or some other device prior to cleaning the balcony.
4. No clothes lines shall be erected on a balcony, nor shall clothes be left to air where they may be visible from the exterior of the unit.
5. Applications to replace air conditioning systems will be considered in accordance with the Space The Residence *Appendix C Guidelines for the Replacement of Air Conditioners*, as approved at the Annual General Meeting held on 28 August 2018.
6. A unit owner must seek the approval of the executive committee and receive their written permission before installing a balcony sun control option; and



7. In order to preserve the visual amenity of the complex and prevent creating a fire hazard, residents of units must ensure their balconies are not used as a storage area for items not in keeping with the balcony's function. In terms of general guidance – outdoor furniture, barbeques and plants would be regarded as acceptable.

#### 4.3 Flooring and floor finishes

1. A unit owner must seek approval of the Executive Committee and receive written permission before commencing a change to flooring and floor finishes. Such a change includes, for example, replacing carpet with vinyl, any kind of timber or bamboo flooring, or ceramic flooring.

**Note:** *Polished concrete flooring is not permitted as it involves alteration to the slab (which is a structural element of the building) and it is not acceptable acoustically. New ceramic flooring is not permitted except in areas which had this flooring as part of the original construction, plus a maximum of five square metres adjacent to the main entry door.*

2. The Executive Committee may approve changes to or replacement of floor coverings if:
  - a) A proposal is received that sets out the type and specifications of the materials to be used including sound proofing materials. It must also include details of the acoustic edge treatment, which must be in accordance with the Building Code of Australia.
  - b) For engineered timber or laminate floors this would require an acoustic underlay equivalent to the product Regupol 4515 4.5mm.
  - c) As an alternative the proposal should include a report from an acoustic engineer (obtained and paid for by the owner) certifying that the proposed flooring and installation will have a floor impact measurement field rating less than L'nTw 45dB.

#### 5. Erections and alterations

1. A unit owner may erect or alter any structure in or on the unit or the common property only:
  - a. in accordance with the express permission of the Owners Corporation by unopposed resolution; and
  - b. in accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).
2. Permission may be given subject to conditions stated in the resolution.
3. Permission may be withdrawn by the Executive Committee or the Owners Corporation if stated conditions have not been met.
4. The owner is liable to reimburse the Owners Corporation for any cost incurred for the rectification or removal of the work.



## **5.1 Security doors and fly screens**

1. A unit owner must not install security doors or fly screens on apartment entry doors from the hallways.
2. The owner who does so is liable to reimburse the Owners Corporation for any costs incurred for the rectification or removal of the work.

## **5.2 Balcony bulkheads**

A unit owner must retain balcony bulkheads as integrated functional and architectural elements of the overall building design.

## **6 Use of common property**

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

### **6.1 Storage, placement or attachment of items**

1. No items are to be stored on, placed in or attached to any common property.
2. Sub rule (1) does not apply if the executive committee has given an owner, occupier or user of the unit written permission for that use.
3. Permission may be given subject to stated conditions.
4. Permission may be withdrawn by the Executive Committee or the Owners Corporation if stated conditions have not been met.

### **6.2 Basement car parks**

1. All occupants must park only within their allocated parking bays and must park so as to ensure that vehicles in adjacent parking bays are not prevented from having their doors opened.
2. Only registered motor vehicles, motorcycles, caravans, trailers, boat trailers and bicycles are to be parked in the units parking bays. No personal chattels are to be stored on or within the unit's garage entitlement.
3. The speed limit within the basement car parks, ramps and roadway is 10 km per hour.
4. Rule 6.2 (2) does not apply if the Executive Committee has given written permission for another type of vehicle to be parked.

### **6.3 Smoking**

1. Smoking is not permitted in any of the common areas, including the lifts, foyers, hallways or basement car parks.
2. An occupant must not throw cigarette butts or ash over balconies or discard them



## **6.4 Rubbish**

1. Occupants must remove from all areas of common property all rubbish generated by their activities.
2. Occupants must not throw or in any other way discard liquids, solid items or other materials from their balconies.
3. Occupants should assist in maintaining the overall cleanliness of the common property where it is practicable and reasonable for them to do so.
4. Where it is not practicable for the occupant to clean up rubbish, the occupant should report the rubbish to the cleaners or the Owners Corporation manager.

## **Tower Building**

5. Small amounts of household waste may be deposited in the garbage chute located at the southern end of each floor. All garbage must be securely tied in double plastic bags, of a size to comfortably fit the chute opening and not create blockages in the chute.
6. Items which are not permitted in the garbage chute are clearly marked on the chute door. No glass of any kind is to be deposited in the garbage chute.
7. Large amounts of refuse and ALL recyclables must be taken to the garbage room located in the utility room and placed in the bins provided. Large boxes must be cut down before placing them in the bins provided.

## **Forbes Street Building**

8. Large boxes must be cut down before placing them in the bins provided. Alternatively, arrangements may be made with the cleaners to put large items in the Tower Building hopper.

## **6.5 Scooters, roller blades etc**

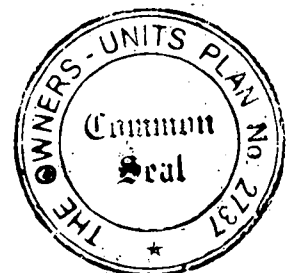
Roller blades, skateboards, scooters (other than mobility aids) and any other non-motorized wheeled conveyances must not be used on the common property.

## **6.6 Vandalism and damage**

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

## **6.7 Activation of fire alarms, fire hoses and fire extinguishers**

1. Except in case of fire, an occupant must not do any act that activates the



3. The occupant who activates the fire alarm is liable to the corporation for all expenses it incurs in respect of the fire brigade attendance and resetting of the fire alarms.

## 6.8 Advertising signage

1. No advertising signage, including real estate signage, is permitted in any part of the complex.
2. Sub rule (1) does not apply if the executive committee has given written permission for some other signage.

## 7 Hazardous use of unit

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

### 7.1 Storage of hazardous liquids

Petrol and other hazardous liquids must not be stored in any unit or basement car park or storage unit entitlement.

## 8 Use of unit - nuisance or annoyance

1. A unit owner must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner, occupier or user of another unit.  
*For example, smoking on balconies should be limited so as not to cause substantial annoyance to neighbours.*
2. This rule does not apply to a use of a unit if the Executive Committee has given an owner, occupier, or user of the unit written permission for that use.
3. Permission may be given subject to stated conditions.
4. Permission may be withdrawn by special resolution of the Owners Corporation.

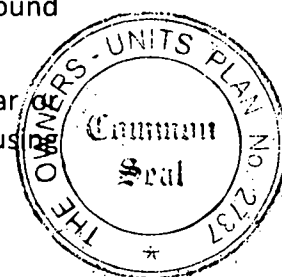
## 9 Noise

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

**Note:** Note in this context refers to:

(a) airborne noise, (for example loud conversation) that may travel from one unit to another either directly through structures such as walls, ceilings and floors, or around through open windows and doors or gaps in structures; and

(b) structure-borne noise (for example impact noise from hard-soled footwear, chair movement on hard floor surfaces) that is transmitted by causing sound/vibration within building structures.



4. Permission may be given subject to stated conditions.
5. Permission may be withdrawn by special resolution of the Owners Corporation.

### **9.1 Excessive noise after 11 pm**

There must be no excessive noise, for example from parties, music or loud conversation, including on balconies or common property after 11pm.

## **10 Animals**

1. A unit owner may keep an animal, or allow an animal to be kept within the unit or on common property only with the written consent of the Owners Corporation through the Executive Committee.
2. The Owners Corporation consent must not be unreasonably withheld.
3. Each application will be considered on its merits and in accordance with the guidelines approved by the Owners Corporation.
4. Provisions of rules of Units Plan 2737, as registered, apply to keeping of an animal, in particular:
  - Rule 6 – Use of common property;
  - Rule 8 – Use of unit – nuisance or annoyance, and
  - Rule 9 – Noise
5. All relevant provisions contained within the territory legislation and ACT government policies will also apply.
6. Consent will be withdrawn if there is a pattern of behavior inconsistent with the conditions of approval and the animal must be removed.
7. Withdrawal of approval will be in accordance with guidelines approved by the Owners Corporation.

## **11 Illegal use of unit**

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

### **11.1 Security**

1. Occupants must ensure that all security doors are properly closed after use.
2. A security door must not be propped open or disabled.
3. An occupant must not admit to the premises of the complex any person who is unknown to the occupant personally, or who has not been invited by them to enter.
4. An occupant must safeguard all keys and swipes to the common areas and not negligently lose them or allow them to be stolen.

## **12 Visitors' car parking and slip road**

1. The speed limit in the visitor car parking area off Condamine Street and the



the Tower building is for pick up and set down only. No parking is permitted in front of the Tower building.

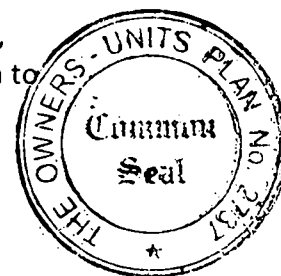
3. Parking is permitted only within marked parking spaces in the visitors' car parking area off Condamine Street. Extended parking by residents is not permitted in the visitors' car park.
4. The grassed area in front of the ground floor apartments facing Northbourne Avenue must not be used for parking.
5. The slip lane onto Northbourne Avenue is an exit only lane, with no entry from Northbourne Avenue and entry only from Condamine Street.

### **13 Moving items into or out of the buildings**

1. An occupant moving into or out of the Tower building is limited to the period between 8 am and 5 pm Monday to Saturday and must advise the occupant's removalist of this restriction, and:
  - a. must notify the contact person nominated by the Executive Committee of the intended move, providing not less than 24 hours notice; and
  - b. must notify the contact person nominated by the Executive Committee as soon as the move is completed.
2. An occupant must not damage or soil any part of the common property when moving items into or out of the complex.
3. The occupant who has caused the damage is liable to reimburse the Owners Corporation for all expenses that it incurs in rectifying the damage.

### **14 What may an Executive Committee representative do?**

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



## 15 Seal of Owners Corporation

For the attaching of the seal of the Owners Corporation to a document to be effective the seal must be attached by decision of the Executive Committee and either:

1. the seal must be attached in the presence of an employee of the managing agent appointed pursuant to the Unit Titles Act 2001 who shall sign the document as a witness; or
2. the seal must be attached in the presence of two (2) Executive Committee members who shall sign the document as witnesses.

## 16 Electronic Meeting

### Attendance

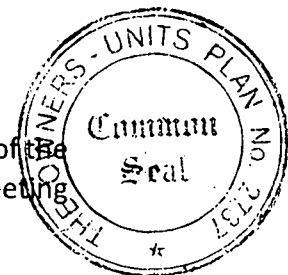
1. A unit owner may attend and participate in a general meeting of the Owners Corporation and/or a meeting of the Executive Committee by means of teleconference, video-conferencing, or other electronic means from a remote location ("**electronic attendance**"), provide the unit owner is able to:
  - a. communicate with other participants in the meeting; and
  - b. participate in the meeting and engage with the other participants at the meeting.
2. 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 a quorum for the meeting.
3. There is no limit to the number of unit owners who may participate in a meeting by electronic attendance. However, the Owners Corporation and Executive Committee may require that unit owners provide notice of electronic attendance prior to the meeting to allow for practical arrangements to be made.

### Participation

4. Where a unit owner participates in a general meeting of the Owners Corporation or a meeting of the Executive Committee through electronic attendance the unit owners may participate in all aspects, including
  - a. participating in debate at the meeting; and
  - b. voting in resolutions at the meeting.

### Pre-Meeting Electronic Voting

5. Decision making at general meetings of the Owners Corporation and meetings of the Executive Committee may be undertaken by electronic means prior to a meeting ("**pre-meeting electronic voting**"). Pre-meeting electronic voting includes:



- b. voting by means of accessing a website and submitting an online ballot paper;
  - c. voting by means of utilising an electronic application and submitting a ballot paper; and
  - d. voting by alternative electronic method as agreed by the Owners Corporation or Executive Committee.
6. At least 10 days prior to the meeting, the Owners Corporation or Executive Committee must notify all unit owners that pre-meeting electronic voting is taking place and provide:
- a. 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;
  - b. the resolution to be voted on (including any explanatory material);
  - c. instructions for completing the ballot paper and indicating the voter's choice;
  - d. 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; and
  - e. 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.
7. The Owners Corporation or Executive Committee may require that the above procedure is amended to provide for anonymous pre-meeting electronic voting.

**Note:**

These rules are the default rules under the *Unit Titles (Management) Act 2011* as amended by special resolution of an annual general meeting of the proprietors of Units Plan 2737 pursuant to section 108 of the Act on **20 August 2025**.

In the event that ACT Government guidelines change and differ from the Space Rules, the updated government guidelines will take precedence.

In accordance with Section 31 of the Unit Titles (Management) Act 2011, "Recovery of Expenditure Resulting from Member or Unit Occupier's Fault" applies. This section allows for the recovery of costs incurred due to the fault or negligence of a member or unit occupier.

In accordance with the Owners Corporation Network (OCN) guidelines regarding lithium-ion battery-powered devices, these guidelines will be adopted and incorporated into the House Rules for Space. This includes all relevant safety and usage protocols to



# Space The Residence



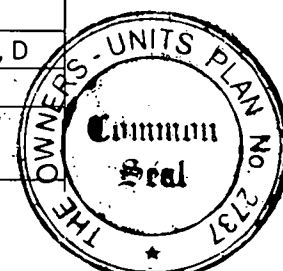
## Appendix A – Balcony/Sun Protection Options

(Original motion passed 29 July 2008; amended August 2025)

Balcony/Sun Protection Option:  
 A = Vistaweave Drop Awning (White)  
 B = Vergola Louvre (White) – Already installed  
 C = Vistaweave Drop Awnings and/or Full Height Glass Doors  
 D = Rollashield Plantation Louvre Shutters (Silver Pearl)  
 or for each, with the prior approval of the Executive Committee, a visually identical replacement taking into consideration its appearance from the ground and any overlooking units.

Direction: N = North, W = West, S = South, E = East

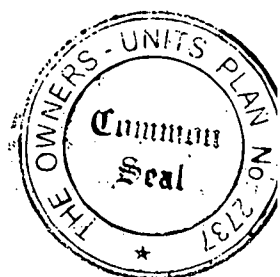
Unit	Door	Type	Unit	Door	Type	Unit	Door	Type
1	G1	A (w), D	32	202	A (w), C (n), D	63	405	A (e), D
2	G2	A (w, n), D	33	203	A (e), C (n), D	64	406	A (e), D
3	G3	A (n, e), D	34	204	A (e), D	65	407	A (e), C (s), D
4	G4	A (e), D	35	205	A (e), D	66	408	A (w), C (s), D
5	Café	Nil	36	206	A (e), D	67	409	A (w), D
6	Shop	Nil	37	207	A (e), C (s), D	68	410	A (w), D
7	F17	B (e)	38	208	A (e), C (s), D	69	501	A (w), D
8	F16	A (w), D	39	209	A (w), D	70	502	A (w), C (n), D
9	F18	A (w), B (e), D (w)	40	210	A (w), D	71	503	A (e), C (n), D
10	F10	A (w), B (e), D (w)	41	F23	B (e)	72	504	A (e), D
11	F11	A (w), B (e), D (w)	42	F22	A (w), D	73	505	A (e), D
12	F01	A (w), B (e), D (w)	43	F24	A (w), B (e), D (w)	74	506	C (e, s), D
13	F02	B (e)	44	F14	A (w), B (e), D (w)	75	508	C (w, s), D
14	F03	A (w), D	45	F15	A (w), B (e), D (w)	76	509	A (w), D
15	101	A (w), D	46	F07	A (w), B (e), D (w)	77	510	A (w), D
16	102	A (w), C (n), D	47	F08	B (e)	78	601	A (w), D
17	103	A (e), C (n), D	48	F09	A (w), D	79	602	A (w), C(n), D
18	104	A (e), D	49	301	A (w), D	80	603	A (e), C (n), D
19	106	A (e), D	50	302	A (w), C (n), D	81	604	A (e), D
20	107	A (e), C (s), D	51	303	A (e), C (n), D	82	605	A (e), D



23	F20	B (e)	54	306	A (e), D	85	609	A (w), D
24	F19	A (w), D	55	307	A (e), C (s), D	86	610	A (w), D
25	F21	A (w), B (e), D (w)	56	308	A (w), C (s), D	87	701	C (w, n), D
26	F12	A (w), B (e), D (w)	57	309	A (w), D	88	703	C (e, n), D
27	F13	A (w), B (e), D (w)	58	310	A (w), D	89	705	A (e), D
28	F04	A (w), B (e), D (w)	59	401	A (w), D	90	706	C (e, s), D
29	F05	B (e)	60	402	A (w), C (n), D	91	708	C (w, s), D
30	F06	A (w), D	61	403	A (e), C (n), D	92	710	A (w), D
31	201	A (w), D	62	404	A (e), D			

**Notes:**

1. All options listed are not included in the Sinking Fund Plan; insurance, maintenance and replacement costs are the responsibility of individual owners.
2. Drop Awnings and louvered shutters must be inline with and not extending beyond the building line.
3. Full height glass sliding doors must be inline with building line and the same as existing styles.
4. Vistaweave Drop Awnings can be used against windows on small bedroom balconies in the Tower



## **Appendix B - Privacy Policy for Space The Residence**

(Approved 13/8/2012)

### **1 Purpose**

Under the Unit Titles (Management) Act 2011, (UTMA), the Owners Corporation of Units Plan 2737 Space The Residence is required to maintain a corporate register. The corporate register contains personal information as defined under the Commonwealth of Australia Privacy Act 1988. The national privacy principles under that Act apply to the Owners Corporation in relation to the collection, use, disclosure and storage of personal information.

This policy establishes the circumstances under which personal information may be released.

### **2 Corporate Register**

The corporate register for Units Plan 2737 is maintained by the strata manager, who will ensure:

- (a) Personal information is accurate and complete;
- (b) Requested for access to personal information are dealt with without delay;
- (c) Personal information is destroyed when no longer required by law.

The UTMA requires unit owners to give the Owners Corporation for the Units Plan written notice (within 14 days) of any change to information that must be recorded in the corporate register.

### **3 Policy**

Your personal information will only be disclosed to third parties where required or authorised by law, or where you consent to the use or disclosure of information.

Your personal information is stored in a manner that reasonably protects it from misuse and loss and from unauthorised access, modification or disclosure.

Most of the personal information is or will be stored in Owners Corporation files which will be kept for a minimum of 7 years.

The national privacy principles provide you with the right to access the personal information we hold about you and to update or correct it. You can access your personal information by making a request in writing to the strata manager. You may be charged an administrative fee for providing a copy of your personal information.

In order to protect your personal information, we may require identification from you before releasing such information. Privacy requirements for closed circuit television security video recordings are dealt with in Code Practice – CCTV for Space The Residence issued in December 2009.

Complaints about any breach of this privacy policy should be addressed in writing to the Executive Committee for Units Plan 2737.



## **Addendum 1 - Fact Sheet 18 Privacy**

(Source: ACT Justice and Community Directorate - Corporate Register and Records)

### **Overview**

The Owners Corporation must by law comply with the National Privacy Principles under the Privacy Act 1988 (Cwlth) ("NPPs"). Owners corporations are bound by the NPPs. Each Owners Corporation should prepare a privacy policy which details how it generally manages personal information and safeguards privacy.

### **What is new**

From 21 December 2002, most private sector organisations in Australia, must by law comply with the NPPs. While these laws are not new, Owners Corporations should familiarise themselves with their privacy obligations.

### **Who does this apply to?**

All Owners Corporations, unit owners, executive committee members and managers.

Warning: The rules applicable to the provision of personal information are different from state to state. The ACT law is different to that in NSW.

### **Issues**

#### *What is personal information?*

Personal information is any information that identifies a person or information by which a person's identity can be reasonably discovered. Examples are names, addresses, marital status, taxation information, income, internet addresses (e-mail, Facebook or Twitter address details), credit card information etc.

#### *The collection of personal information*

An owners corporation should only collect personal information that is necessary for it to perform its functions.

The kinds of personal information an Owners Corporation collects and holds will depend upon the nature of the body corporate and services it is required to deliver. However it may include:

- Collection of information about members, tenants or guests. This information will include name, address, contact details (e.g. this must include inclusion formal nature required for corporate register). It may also include details about possible breaches of rules or complaints about a member.
- Collection of information about other individuals in the course of discharging functions (e.g. this may include details of trespassing on common property).



## Examples

1. An Owners Corporation is required by law to maintain a corporate register. The register contains the names and addresses for correspondence of all the owners within the Units Plan and the full names of its executive members.
2. An Owners Corporation may distribute a news-sheet or run a website for the benefit of and at the request of members. These services might seek personal information about members (and, if a website, may involve automatic collection of information including the use of 'cookies' or the collection of anonymous information for tracking usage patterns).

### *Using and Disclosing Personal Information*

Any personal information which is collected by the Owners Corporation can only be used according to law. The information should be properly maintained - it should be accurate and it should be secured.

## Examples

1. Limit access to personal information.
2. Secure or lock rooms/cabinets/files/data systems where personal information may be kept.
3. Keep a "clean desk" - when personal information is not being used, keep it secure and out of sight.

The misuse of personal information may expose the Owners Corporation to significant damages for breach of privacy. The malicious or negligent release of personal information may also expose the Owners Corporation to other forms of civil damages.

## Examples of Reasonable Use

1. The Owners Corporation provides the corporate register to the secretary or the corporation manager to manage on behalf of the Owners Corporation.
2. An outgoing secretary (or manager) provides the corporate register to the incoming secretary of the Owners Corporation.
3. The secretary or manager provides personal information about an owner or tenant in accordance with the law to:
  - A person (when required to do so by law);
  - A tradesperson (when necessary to prevent damage to common property);
  - An insurer (for the purpose of meeting insurance obligations).
4. The secretary or manager writes/emails members at their last known address to inform them of a meeting or other matter appropriately addressed by the body corporate.
5. The secretary or manager provides personal information about members to the Owners Corporation Executive Committee when necessary for the performance of its functions.



6. A manager provides the corporate register to the secretary or the Owners Corporation Executive Committee with notice of a resolution to that effect.
7. The secretary or manager provides access to an owner to ensure their own personal information is accurate, and to suggest corrections.

### **Examples of Inappropriate Use**

1. A person sells personal information from the corporate register to another.
2. A person gives personal information from the corporate register to a member of the press.
3. A person leaves a copy of the corporate register where it can be accessed by a person who is not authorized to see it.
4. A secretary or manager gives personal information from the corporate register to another member so that the member may contact them about a personal matter (unless that other person has consented to the release of the personal information).

Note: A member may volunteer information about themselves to an Owners Corporation (beyond what is required by law) – this information cannot be used unless the member also agrees to its use.

### **Examples of Use Which Might Be Authorised**

Any person may authorise the release of their own personal information.

1. The release of names and birthdays in a social news-sheet issued by the Owners Corporation.
2. The release of all personal information to all other members of the Owners Corporation.

### **Privacy Policies**

Because there may be confusion about whether and in what circumstances personal information should be released (e.g., whether a unit owner can access the corporate register, and the extent of information these persons can access), it is desirable for the Owners Corporation to establish a privacy policy.

Anyone whose personal information may be dealt with by the policy should be asked to agree to the policy. In some cases, this will occur at the time the policy is agreed; in other cases, it may simply be sent out as part of an agreed process. A policy which provides for release should only apply to those who agree. If it is intended to apply to future residents, consideration will need to be given to making it a rule.

A Policy might deal with a number of matters:

- Who is accountable for privacy issues (ordinarily, this will be the secretary or manager).

The accountable person should ensure:

- o Personal information is accurate and complete.
- o Requests for access are dealt with without delay; and



- Personal information must be destroyed or made anonymous when no longer required by law.
- Information to owners and tenants about:
  - where consent is not required or is implied for managing personal information (e.g., collection for the corporate register, provision to managers).
  - The need to obtain consent before collecting, using, or disclosing personal information; and
  - Why personal information is being collected and how it is being used and whom it is being disclosed;

### **How can I contact another member for a private purpose?**

*I want to contact the good-looking guy/girl in flat*

In the ACT, an Owners Corporation, secretary or manager cannot give you this information from information held by the Owners Corporation.

### **How can I contact another member to discuss a body corporate matter?**

*I want to talk to other members about a problem I have in the body corporate (eg no/se, poor management, inappropriate actions by another member) but I don't know their names/contact details.*

In the ACT, an Owners Corporation, secretary or manager cannot give you this information from information held by the Owners Corporation. You may request that the secretary or manager ask other members to contact you or you may write letters to the relevant addresses setting out your issues or, if available, place notices in permitted locations to similar effect.

If the issue is a matter which should be addressed at a meeting of the body corporate or executive committee (or by the manager), you may ask the appropriate person to have it dealt with there.

Alternatively, members may agree - through a privacy policy - about the circumstances in which their personal information may be given to another.

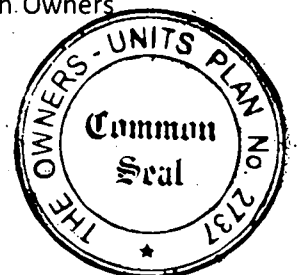
### **Resources**

Unit Titles (Management) Act 2011, Legislation Act 2001 ([www.legislation.act.gov.au](http://www.legislation.act.gov.au))  
 Privacy Act 1988 (Cwlth) ([www.comlaw.gov.au](http://www.comlaw.gov.au))

### **Disclaimer**

The factsheets are intended to guide users of the legislation, including unit owners, executive committees and managers to meet their requirements under the law.

While reasonable steps have been taken to ensure the information in this guide is accurate, you should not rely solely on that information. The factsheets do not constitute legal advice. If you are uncertain of your legal obligations or rights or if you are having a dispute involving an Owners Corporation, you should seek independent legal advice.



## **Addendum 2 - Factsheet 19 Corporate Register and Records**

(Source: ACT Justice and Community Directorate -Corporate Register and Records)

### **Overview**

The Owners Corporation must maintain a register of the names of the unit owners in the units plan and their addresses for correspondence. Unit owners are required to inform the Owners Corporation of any change in their name or address for correspondence or any change in ownership or occupation of their unit.

### **What is new**

There are no new rules about the corporate register.

### **Who does this apply to?**

These rules apply to all Owners Corporations, unit owners and executive committee members.

### **Issues**

Owners corporations are required by law to maintain a corporate register. The register contains the names and addresses for correspondence of all the unit owners in the units plan and the full names of its executive members.

It is necessary for the Owners Corporation to keep this information so that it can send out correspondence to its members, including the proposed general funds budget (prior to the annual general meeting), notices of levies contributions, notices of upcoming general meetings and minutes of meetings.

For this reason, and so that the Owners Corporation can meet other functions under the law, existing unit owners are required, within 14 days, to inform the Owners Corporation of:

- an agreement to transfer their unit;

- any change to their name or address for correspondence;
- a change in the occupancy of the unit; or
- a vacancy of the unit that is expected to be longer than 30 days.

New unit owners in the units plan must notify the Owners Corporation within 14 days of the registration of the transfer (or other instrument that made the person the owner) that he or she is the new owner, his or her name and his or her address for correspondence.

Unit owners may not want to provide personal information to the Owners Corporation for a number of reasons, including concerns over their privacy. The issue of privacy is considered further in this factsheet and examined in more detail in factsheet 18.



The executive committee is responsible for carrying out the functions of the Owners Corporation under the Act. This includes sending out notices to unit owners under the Act. The executive committee is also required to keep the records of the Owners Corporation.

It is the executive committee that is responsible for maintaining the corporate register.

Many Owners Corporations choose to engage a manager, in which case the executive committee can delegate some or all of its functions under the Act to the manager. One of these functions may include maintaining the corporate register.

There may be confusion about whether and in which circumstances a unit owner can access the corporate register, and the extent of information the person can access.

Firstly, where an executive committee has delegated to a manager its functions, including maintaining the corporate register, the manager should allow access to the executive committee where the committee has a need, based on reasonable grounds, to access it. This need may be evidenced by a resolution of the executive committee.

The reason a manager should normally permit the committee to access the corporate register is that the law in the ACT about delegations of functions generally (contained in the Legislation Act 2001) is that a person who has delegated a function under an Act is still responsible for ensuring the function is carried out properly, and is also able, notwithstanding the delegation, to carry out the function. If the executive committee wishes to exercise one of its required functions under the Act, access to the corporate register may be necessary.

For unit owners who are not committee members, the Act (at section 116) provides a basic threshold of information that must be provided on request by an eligible person on payment of the required fee. That is, information about the unit and the common property.

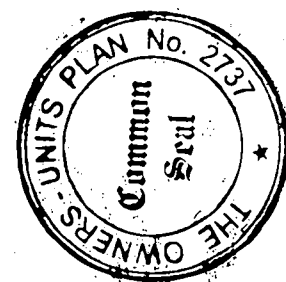
But does a unit owner have a right to access more information in the corporate register than this? For instance, if a unit owner wishes to petition the Owners Corporation to quash a reduced quorum decision, can he or she force the executive committee (or manager) to provide access to the corporate register so he or she can write to all the unit owners?

In the absence of consent being given by unit owners for their personal information contained in the register being provided to a unit owner, the short answer is "no".

Firstly, as the corporate register contains personal information about individuals, the National Privacy Principles ('the NPPs') under the Commonwealth Privacy Act 1988 apply to the collection, storage and use of that information by the Owners Corporation (as it is a corporate entity) and the manager (if the manager is a company).

This means that personal information about individuals cannot be used by the Owners Corporation (or manager) as it pleases.

To avoid a contravention of the NPPs, an entity which collects, stores or uses personal information needs, for example, a legislative requirement or authorisation to do so, or consent.



The Unit Titles (Management) Act 2011 provides a legislative requirement to collect and store information about unit owners, and a requirement to provide information about a unit to an eligible person for that unit and the common property on request (and payment of the fee).

This means that it is not a contravention of the NPPs to maintain a corporate register or comply with the basic threshold requirement in section 116 because there is a law that requires or authorises it.

A way to protect unit owners' privacy (and avoid a contravention of the NPPs) and prevent any ambiguity is for an Owners Corporation to make a rule about who can access the corporate register and in what circumstances.

For example, an Owners Corporation could make a rule that allows a unit owner to have access to all names and addresses of unit owners who have freely consented to their personal information being accessed by other unit owners for specified purposes.

Provided the personal information is being used for a purpose that is consistent with the consent that has been given, it is unlikely that the National Privacy Principles would be contravened by providing a unit owner with the names and addresses of consenting unit owners.

### **Resources**

Unit Titles (Management) Act 2011, Legislation Act 2001 ([www.legislation.act.gov.au](http://www.legislation.act.gov.au)) Privacy Act 1988(Cwlth) ([www.comlaw.gov.au](http://www.comlaw.gov.au))

If you need interpreting help, telephone: Translating and Interpreting Service - 131 450.

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While reasonable steps have been taken to ensure the information in this guide is accurate, you should not rely solely on that information. The factsheets do not constitute legal advice. If you are uncertain of your legal obligations or rights or if you are having a dispute involving an Owners Corporation, you should seek independent legal advice.



## **Appendix C - Guidelines for the Replacement of Air Conditioners**

Approved on 29 November 2022.

This document provides guidelines for the replacement of split-system ducted air conditioners installed within the Space the Residence apartment units as approved at the Annual General Meeting 29 November 2022. The replacement of air conditioners may be either like for like or balcony floor mounted type. Owners are responsible for their own air conditioner costs. The general principle applying to both like for like and balcony floor mounted replacement units is that owners shall undertake any necessary building works to suit new air conditioning unit sizes, subject to the approval of the Executive Committee and following the principle of minimising disturbance to other residents. Building works may include, but not be limited to, an upgrade to electrical cabling and circuit breaker, replacement of the existing indoor (fan coil) unit in the ceiling space; and replacement of refrigerant pipes connecting the outdoor and indoor units.

Please note, the Owners Corporation requires that the architectural integrity of the building, including its balconies, is maintained.

### **1. Replace with Like for Like Units.**

- a) All owners may replace their existing outdoor (condensing) unit within the patio or balcony soffit, or in the Plant Room as applicable, with a new unit in the same location.
- b) New units must make new connection to condensate drainage system.
- c) The replacement unit must maintain acoustic performance in line with current ACT guidelines. Please seek advice from the Body Corporate Manager, BCM, if assistance is required.

### **2. Replace with Balcony Type Outdoor Units.**

- a) Owners may replace their existing outdoor unit within the patio or balcony soffit as applicable, with a balcony floor mounted condensing unit located ideally against the patio/balcony wall adjacent to the condensate drainage point, gas pipes and electrical cables.
- b) New units must make new connection for condensate drain to stormwater downpipe; extend gas pipes and electrical cables from balcony soffit to condensing unit; conceal pipe and cable within service trunking.
- c) The replacement unit must maintain acoustic performance in line with current ACT guidelines. Please seek advice from the BCM if assistance is required.
- d) The balcony floor mounted unit must sit on a waterproof mat to minimise noise and contain spills.
- e) Balcony floor mounted units shall not be able to be seen when viewed from outside



ground level. The Air Con Plant must not be higher than the balcony balustrade except where there is a demonstrated case for a larger plant to adequately heat or cool an owner's apartment and that, subject to the approval of the Executive Committee of the Owners Corporation, owners may replace their existing outdoor unit within the patio or balcony soffit or in the plant room, as applicable, with a balcony floor-mounted condensing unit located ideally against the patio/balcony wall adjacent to the condensate drainage point, gas pipes and electrical cables.

- f) The existing ceiling bulkhead must be retained.
- g) The balcony floor mounted unit shall be placed sufficiently clear of the balustrade to avoid a person [especially, of course, a child] climbing and falling from the balcony.
- h) The colour of the balcony floor mounted unit and services trunking shall be white or off-white in colour to ensure consistency and compliment the design of the building.

### 3. Approval

- a) Approval by the Executive Committee will be required for balcony floor mounted condensing units and when the Owner proposes to alter any structure in or on the apartment unit or the common property.
- b) A written submission must be given by the Unit Owner to the Executive Committee 21 days prior to the intended date of installation. This submission must include the proposed method of concealment of the outdoor unit.
- c) The Unit Owner shall arrange for an inspection of the work by an authorised member of the Executive Committee or the BCM on the day of completion of the work.
- d) Endorsement of the installation by the Executive Committee will only occur if all stated conditions have been met.
- e) The Unit Owner is liable to reimburse the Owners Corporation for any costs incurred for the rectification or removal of work.

**NOTE:** The Owners Corporation, by Special Resolution, resolved to adopt and adhere to the proposed, and if applicable, amended at the AGM 2022, Owners Corporations Rules, which will supersede and replace all other Rules previously in force. A copy of the Rules is to be registered on title by L J Hooker Strata with Access Canberra within the prescribed time.



## **Appendix D - Managing Risks Associated with Lithium-Ion Batteries**

In accordance with the Owners Corporation Network (OCN) guidelines regarding lithium-ion battery-powered devices, all strata owners, residents, and managers are expected to be aware of the associated risks and to adopt proper practices to minimise these risks. Residents will adhere to the guidelines provided by the Owners Corporation Network (OCN) of the ACT as outlined in this appendix.

Residents will adhere to the guidelines provided by the Owners Corporation Network (OCN) of the ACT as outlined in this appendix; PROVIDED THAT the charging and re-charging of Lithium-Ion batteries for e-Bikes and eScooters is NOT permitted in buildings, including basements, compromising Unit Plan 2737, such that said charging and recharging is performed outside and away from combustible materials.



## Managing Risks Associated with Lithium Ion Batteries

Many modern electric devices are powered by Lithium-Ion (Li-Ion) batteries - from eBikes and eScooters to mobile phones and other household appliances. Fire authorities and insurance companies have issued warnings that if Lithium-Ion batteries are poorly manufactured, or are handled, stored, charged, discharged or disposed of incorrectly, they can catch fire or explode.

All strata owners, residents and managers are expected to be aware of the risks and embrace proper practice to minimise these risks:

1. **DO NOT** charge a battery with anything *except* the charger that was supplied for that battery type. A non-compliant charger will not communicate with the battery and cut power supply when charging is complete.
2. **DO NOT** over-charge the batteries by leaving them on charge any longer than necessary – for example, overnight. They can overheat, emit toxic gases and catch fire. Disconnect the charger when charging is complete. Simple low-cost timers that automatically cut power after a specified period are readily available.
3. **DO NOT** charge a device in a location near combustibles (*blankets, clothes, curtains etc*). Such materials can spread the fire quickly. Equipment should only be charged in a well-ventilated area and on a heat-resistant, non-combustible surface. If practical, charge equipment in an outdoor area.
4. **DO NOT** expose batteries to heat, liquids or physical trauma, especially while they are charging. Such conditions increase the risk of overheating and catching fire.
5. **DO NOT** dispose of Li-Ion batteries in garbage bins – they can release toxic chemicals and suffer damage that culminates in a fire. Terminals should be insulated with tape, and batteries disposed of at an authorised recycling facility.

**WARNING SIGNS** of a high-risk situation include odours, smoke, leakage, case discolouration, blistering, bulging or abnormal popping, hissing or crackling sounds emanating from the battery or battery-powered device.

If you observe such warning signs:

- **TURN OFF THE POWER** immediately and unplug the charger.
- Only **IF SAFE TO DO SO, MOVE THE DEVICE** well away from anything combustible.

In the event of a fire breaking out:

- **DO NOT** attempt to extinguish it *unless* the fire is minor and in a well-ventilated location *and* you have a fire extinguisher specifically designed for Li-Ion fires.
- **EVACUATE THE UNIT OR ADJACENT AREA**, and if possible, seal the area by closing any fire-proof doors.
- **CALL 000 FOR THE FIRE BRIGADE** and alert them to the Li-Ion source of the fire.
- **WAIT IN A SAFE LOCATION** for the emergency services to arrive.

Under Section 31 of the Unit Titles (Management) ACT, the deliberate or negligent breach of these important safety guidelines can render a resident liable for any consequential damages caused to the Common Property or other Units.



# Unit Titles (Management) Act 2011 – Form 1

## NOTICE OF REDUCED QUORUM DECISIONS

**Part A Details of reduced quorum decisions<sup>†</sup>**

**A1 The Owners—Units Plan No 2737**

**A2 General meeting**

Date (or dates) of general meeting 20.08.2025  
 at which the reduced quorum  
 decision or decisions were made— \_\_\_\_\_

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

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

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

**A3 Reduced quorum decisions**

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

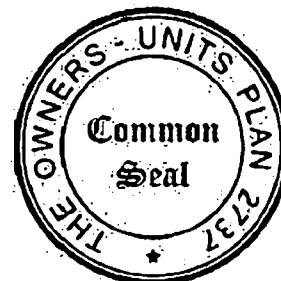
Date of decision	Full text of reduced quorum decision
20.08.2025	As per attached Minutes

**A4 Owners corporation declaration**

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

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





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

# NOTICE OF REDUCED QUORUM DECISIONS

## Part B General information

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

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

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

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

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

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

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



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

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

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

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

The petition must—

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

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

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

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

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



# MINUTES OF ANNUAL GENERAL MEETING

Units Plan No. 2737

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<b>MEETING DATE</b>	Wednesday 20 August 2025
<b>MEETING TIME</b>	5:30 pm
<b>MEETING LOCATION</b>	2 Bancroft Street, Dickson ACT 2602, Australia St Brigids Hall

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# MINUTES OF ANNUAL GENERAL MEETING

## UNITS PLAN NO. 2737

**MEETING DATE** Wednesday 20 August 2025  
**MEETING TIME** 5:30pm  
**LOCATION** 2 Bancroft Street, Dickson ACT 2602, Australia  
St Brigids Hall

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### MEETING FORMALITIES

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#### ATTENDEES

G Wood & L Dickins	Unit 24	E Hemer	Unit 302
M Karpinska	Unit G02	L Chapman	Unit 403
P Burtenshaw-Davies	Unit G03	R & V Calvert	Unit 409
J Baker	Unit G04	J Miller	Unit 508
A & A Cyrillo	Unit 103	G Holland	Unit 601
M Hill & D Hill	Unit 106	A Digby	Unit 602
J Solomos & T Dambiec	Unit 201	J Macfarlane	Unit 609
E Hemer	Unit 302	A Clarke	Unit 701
M Tett	LJ Hooker Strata		

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#### ABSENTEE VOTE

G Spyropoulos	Unit 13	R & K Dawson	Unit 401
SP, NP & KA Harte	Unit 17	B Phillips	Unit 402
R Fieldhouse	Unit 21	M Green	Unit 410
G Spyropoulos	Unit 304	C Loau	Unit 708
J & R Harvey	Unit 306		

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#### PROXY VOTE

G Wood, proxy for S Baker & J Davies	Unit 6
A Digby, proxy for C McVeigh	Unit G01
G Holland, proxy for K & Y Gale	Unit 20
J Solomos, proxy for H Withnell	Unit 210
A Digby, proxy for R Simms	Unit 502
Chairperson, proxy for T McCahon	Unit 503
A Digby, proxy for J & M Rule	Unit 610

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#### APOLOGY

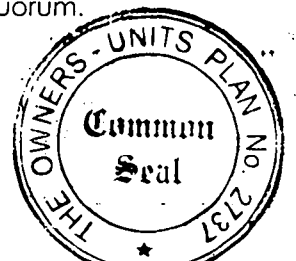
J Abrams	Unit 104
M Freemantle	Unit 509
H Holland	Unit 601

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**APPOINTMENT OF CHAIR:** J Solomos

**QUORUM:** A quorum was not reached and the meeting proceeded as a reduced quorum.

J Solomos presented the Chairperson's Report.  
Meeting Commenced at 6:00pm.



## MOTIONS

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**1. MINUTES OF THE PREVIOUS GENERAL MEETING** **Ordinary Resolution**

**Motion 1:** That the minutes of the previous General Meeting held **24 April 2025** are confirmed.

**Abstain: 1**

**CARRIED**

---

**2. INSURANCE** **Ordinary Resolution**

**Motion 2:**

a) That upon renewal of the insurance policy, quotes will be obtained and discussed with the Executive Committee.

b) That the Owners Corporation consider any new or outstanding insurance claims.

**CARRIED**

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**3. PRESENTATION OF ANNUAL FINANCIAL STATEMENTS** **Ordinary Resolution**

**Motion 3:** That the audited financial statements be accepted as presented for the financial year ending **30 June 2025**.

**CARRIED**

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### AUDIT

Schedule 2, Part 2.1, Section 2(1) requires an Executive Committee to arrange for the financials of the Owners Corporation to have an Audit complete if there are more than 100 units within the complex, the levies, or the sum of all expected funds held by the Unit Plan will equate to more than \$250,000. If Unit Plan 2737 meets the requirements for an audit, this will be undertaken and audited financials presented to the Owners Corporation.

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**4. ADMINISTRATIVE FUND INCOME AND EXPENDITURE BUDGET APPROVAL** **Ordinary Resolution**

**Motion 4:** That the Corporation agrees to the proposed Administrative Fund expenditure budget of **\$449,390.00 plus GST** and agrees to determine a levy equal to the proposed Administrative Fund income budget of **\$449,390.00 plus GST** for the period 1 July 2025 to 30 June 2026 and to be contributed in accordance with unit entitlements. Payment to be made over 4 quarterly periods paid in advance on **1 September, 1 December 2025, 1 March & 1 June 2026**.

**CARRIED**



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**5. SINKING FUND INCOME AND EXPENDITURE BUDGET APPROVAL** **Ordinary Resolution**

**Motion 5:** That the Corporation approves the proposed Sinking Fund expenditure of **\$126,265.45 plus GST**, and agrees to determine a levy of **\$157,274.36 plus GST** for the period **1 July 2025 to 30 June 2026**, to be contributed in accordance with unit entitlements. Payment is to be made in **four quarterly instalments**, payable in advance on **1 September 2025, 1 December 2025, 1 March 2026, and 1 June 2026**.

**CARRIED**

---

**6. CLADDING FUND LEVY APPROVAL** **Ordinary Resolution**

**Motion 6:** That the Owners Corporation determine a Cladding Fund Levy of up to **\$30,000 plus GST** for the period **1 July 2025 to 30 June 2026** and to be contributed in accordance with the unit entitlements of the eight Macquarie Bank Loan Owners. Payment be made over 4 quarterly periods paid in advance on **1 September, 1 December 2025, 1 March & 1 June 2026**.

**Abstain: 1**

**CARRIED**

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**7. MAINTENANCE PLAN REVIEW** **Ordinary Resolution**

**Motion 7:** That the Owners Corporation agrees to review the maintenance plan and determine if the schedule requires updating.

**CARRIED**

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**8. MAINTENANCE ISSUES AND MAINTENANCE CONTRACTS** **Ordinary Resolution**

**Motion 8:** That the Owners Corporation consider any new or outstanding maintenance issues, and maintenance contracts coming up for renewal.

**CARRIED**

**FIRE SAFETY REVIEW**

The Owners Corporation must undertake a Fire Safety Review for provision and compliance with the National Construction Code fire safety requirements.

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**9. CONSIDERATION OF BUILDING DEFECTS** **Ordinary Resolution**

**Motion 9:** That the Owners Corporation consider any physical building structural defects.

**CARRIED**

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**10. APPOINTMENT OF MANAGING AGENT** **Ordinary Resolution**

**Motion 10:** That in accordance with the Unit Titles (Management) Act 2011:

a) LJV Strata (ACT) Pty Limited trading as LJ Hooker Strata ACT be appointed as Manager of Units Plan No 2737 for **three (3) years**



- 
- b) The owners corporation delegate to the Agent all of the functions of:
- i) the owners corporation (other than those listed in the Act); and
  - ii) its secretary and treasurer necessary to enable the agent to carry out the 'agreed services' and the 'additional services' as defined in the written agreement and
  - iii) the delegation to the Agent is to be subject to the conditions and limitation in the Management Agreement.

**CARRIED**

---

**11. EXECUTIVE COMMITTEE**

**Ordinary Resolution**

**Motion 11:** *That the Owners Corporation establish an Executive Committee consisting of four (4) members, to be filled by nominated owners.*

Standing members for the 2025-2026 FY are as below:

*Graeme Wood, Linda Macfarlane, Rod Dawson, Taranii Dambiec*

**Secretarial Note:** *During the discussion, owners considered the possibility of leaving an additional Executive Committee position vacant to allow for the appointment of a new member during the year if needed. However, it was agreed that appointing four members at the outset was preferable, as a vacant position could create difficulties in achieving a voting majority. It was noted that if a member were to resign during the term, the resulting vacancy could be filled in accordance with standard procedures.*

**CARRIED**

**ADEQUACY OF AUTHORISATIONS, DELEGATIONS & APPOINTMENTS**

The Executive Committee will review the adequacy of current authorities, delegations, and appointments.

---

**12. ALTERNATIVE RULES**

**Special Resolution**

**Motion 12:** In accordance with Section 108 of the Unit Titles (Management) Act 2011, the Owners Corporation agrees to endorse the registration of the 'Alternative Rules,' with any costs associated with registration to be paid from the Administrative Fund.

**CARRIED**

---

**13. FOYER PROPOSAL (RAISED BY OWNER 210)**

**Special Resolution**

**Motion 13:**

- a. Approve in principle the proposed "Foyer Enhancement Project" to improve the north and south tower foyer areas of Space 1 The Residence, as outlined in the submission from Unit 210.



- 
- b. That the Owners Corporation resolve, in accordance with **Sections 74 and 78(2)(b)** of the *Unit Titles (Management) Act 2011*, to establish a **Special Purpose Fund** for the benefit of the **tower lots only** (Units 1–6, 15–22, 31–40, and 49–92), for the purpose of financing the proposed foyer refurbishment and upgrade works, to a total amount of **\$10,000 excluding GST**, to be contributed in accordance with the unit entitlements. Payment be made over 4 quarterly periods paid in advance on **1 September, 1 December 2025, 1 March & 1 June 2026**.

The fund will be known as the **Foyer Upgrade Special Purpose Fund**, and all contributions collected under this levy will be used exclusively for:

- Design and architectural consultation
  - Supply and installation of new fixtures, furnishings, lighting, or finishes
  - Associated building, painting, electrical, and flooring works
  - Project management and administrative costs relating to the foyer upgrade
- This fund will be maintained separately from the administrative and sinking funds and will be disclosed as a distinct line item in the Owners Corporation's financial reporting.

- c. Form a Foyer Enhancement Sub-Committee, composed of volunteer owners from the tower, to manage the design, procurement, and implementation of the project, ensuring it remains within the approved budget.

*The Forbes Street units will not be contributing to the cost of these improvements.*

**An amended motion was raised from the floor, proposing:**

**Amended Motion 13:** *That the Owners of Unit Plan 2737 authorise an amount of up to \$15,000 (GST inclusive) to be allocated from surplus monies in the Administration Fund for the purpose of upgrading two (2) tower foyers and three (3) Forbes Street foyers. The project will be administered and controlled by the Executive Committee, which may delegate responsibilities as necessary to assist with the delivery of the project.*

**Vote on Amended Motion:**

- **In Favour:** 5
- **Against:** 12
- **Abstained:** 2

**Note:** *Absentee votes were not included in the count.*

Following the vote on the Amended Motion, the original motion was considered.

**Vote on Original Motion:**

- **In Favour:** 8
- **Against:** 14
- **Abstained:** 0

**Secretarial note:** The matter was referred to the incoming Executive Committee.

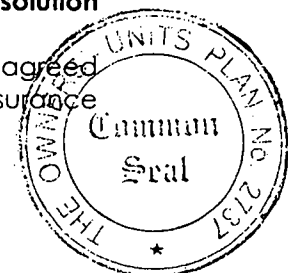
**FAILED**

---

#### 14. REVIEW OF INSURANCE COMMISSIONS

**Ordinary Resolution**

**Motion 14:** That the Owners Corporation note the 2024 Annual General Meeting agreed under general business that the incoming Executive Committee would review insurance commissions paid to Strata Managers, and further note:



---

The matter has been reviewed by the Executive Committee, and the intention is to adopt no change at this time.

The Executive Committee will keep the matter under review in light of evolving industry standards and regulatory movements and will report back at the 2026 AGM.

The options available are to continue current arrangements, which would mean that the insurance commission paid to LJH (some \$13,000 in 2025 - see Agenda Item/Motion 2) would continue, or it would be replaced by a \$50 per unit annual charge (\$4,600).

The implications beyond cost are unclear currently. They may require the Executive Committee to actively handle any claims, and the Executive Committee might lack expertise or time to adequately protect owners' interests if other options close or become more expensive. The Broker's commission would continue unchanged under both options.

**Disagree: 1**

**CARRIED**

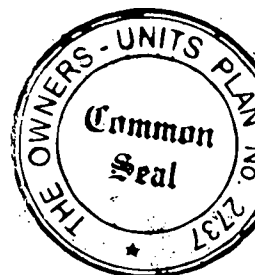
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#### **GENERAL BUSINESS**

- A summary of EV charging options was presented and noted. It was agreed that implementation will not proceed with at this time.
- An analysis of electricity billing following solar power installation was presented for information.
- An owner raised potential installation of security cameras for the outdoor parking area. This matter will be considered by the Executive Committee.
- An owner noted ongoing issues with non-visitor and non-resident use of the outdoor parking area.

Owners extended sincere appreciation to the outgoing Executive Committee members for their service and warmly welcomed the incoming members.

**Meeting Closed: 7:30pm**



## **Chairman's Report 2024-2025**

### **SPACE Buildings Annual General Meeting**

#### **Executive Summary**

The 2024-2025 year has been one of significant achievement for the SPACE buildings, with major infrastructure upgrades completed including NBN fibre installation, solar panel system commissioning, and comprehensive CCTV upgrades. These projects required considerable disruption and patience from residents and we have emerged with substantially improved building infrastructure and services.

I extend my sincere gratitude to all owners, tenants, and residents for their exceptional cooperation, patience, and flexibility throughout this year.

#### **Major Infrastructure Projects**

##### **NBN Fibre Upgrade**

In March 2025, we successfully completed the major installation phases across both buildings, with connections becoming available from April 28, 2025. Nearly all tower owners and all Forbes Street owners now have fibre-to-the-premises installed, giving the building the highest quality residential telecommunications technology available in Australia today.

The few remaining owners who didn't have equipment installed can arrange this directly through NBN at no cost if they choose to. This project required significant coordination and disruption, and I particularly acknowledge the extra efforts of Forbes Street residents who facilitated access throughout the installation period.

##### **Solar Panel Installation**

Our solar panel system was successfully installed in January 2025 and has been generating savings on our electricity costs since commissioning. The system includes comprehensive monitoring and maintenance planning to ensure optimal long-term performance. A solar performance report is included in the AGM agenda.

I commend Meredith for his outstanding project management throughout the project.

##### **CCTV System Upgrade**

Completed in October 2024, this comprehensive upgrade replaced all existing cameras and added five new units - four in the tower basement and one overlooking the Forbes Street bike racks. The new system delivers significantly improved image quality and enhanced search functionality, proving invaluable for security investigations throughout the year.

##### **Building Security and Safety**

Security remains a priority focus for the Executive Committee. We have implemented several successful measures to address basement break-ins, including the installation of strike plates on external doors, which has dramatically reduced door damage incidents.

We are conducting a comprehensive audit of all building access tokens, revealing hundreds of unaccounted fobs. This extensive project, managed by Meredith with support from Julie (Sparkles), L Hooker, and G Holland, has significantly improved our access control system.



Additional security improvements include new exterior lighting near gas infrastructure to deter loitering and drug activity. While we continue to address these challenges, residents should exercise appropriate caution in outdoor areas and immediately contact police if they feel unsafe or observe unauthorized persons in the building.

### **Compliance and Regulatory Updates**

Several unexpected but necessary compliance projects were completed this year:

- **Roof Safety Systems:** Major upgrades across both buildings to meet current safety standards for maintenance access
- **Building Insulation Audit:** Comprehensive documentation to comply with new ACT government legislation
- **Fire Safety Equipment:** Replacement of failed fire lighting systems following routine safety audits
- **Lift Communications:** Upgrade to 4G systems due to the 3G network shutdown
- **Plumbing Standards:** Various improvements to ensure compliance with current regulations

### **Parking Management**

Parking management continues to present challenges, though conditions have generally improved since early 2025. Current issues include residents using visitor spaces instead of their allocated downstairs spots, residents parking excess vehicles in visitor areas, unauthorised use by non-residents, and misuse of disabled parking spaces.

The Executive Committee has been addressing violations through direct communication with residents and “visitors”. We welcome input from residents who may have experience with effective parking management solutions in similar developments.

### **Building Rules and Governance**

Rule updates this year primarily addressed administrative issues from last year's registration delays and digitisation errors from previous printed versions. These updates correct missing or incorrectly formatted content rather than introducing new requirements. The Executive Committee worked with LJ Hooker to ensure accuracy and completeness.

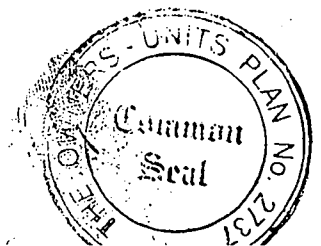
### **Insurance and Financial Management**

Our insurance premium decreased this year, which was an unexpected positive development. Given ongoing government and industry investigations into insurance commission structures, the Executive Committee recommends to maintain current arrangements until these reviews are completed. We will provide an update at the 2026 AGM.

### **Additional Maintenance and Improvements**

Other significant activities included addressing roof and ceiling leaks, installing new signage and road markings, upgrading the 15-year-old building access system computer, tree maintenance, investigating tower roof wind issues, Forbes Street door access repairs, and approving new shutter specifications for the tower units.

### **Forward Planning 2025-2026**



### **Intercom System Replacement**

Our 20-year-old intercom system requires replacement due to age and component failures. Using allocated sinking fund budget, we have selected a FERMAX system that will provide new handsets for all units and new outdoor units for both buildings. This project was delayed from last year due to cost considerations and competing priorities.

### **Macquarie Bank Loan Review**

The fixed interest period on our remaining cladding loan expires in October 2025. The Executive Committee has begun engaging with affected owners regarding refinancing options and potential early settlement opportunities.

### **Foyer Upgrade (Subject to Motion Approval)**

If approved, a subcommittee will be established to manage the tower foyer improvement project within the 2025-2026 financial year. The \$10,000 budget will be funded through a special levy specifically for tower owners (approximately \$35 per quarter per unit), ensuring that only those who directly benefit from the improvements contribute to the costs.

### **Budget Overview**

The Treasurer has prepared an excellent financial report proposing a total levy increase of 2.03% (including GST) from the previous year, representing approximately \$36 additional per quarter for each unit owner (depending on unit entitlements). This modest increase balances cost control with our financial obligations for the upcoming year. This does not include the special levy from motion 13.

### **Acknowledgments and Farewell**

This year's achievements would not have been possible without the dedication of my fellow Executive Committee members: Graeme Wood, Meredith Hill, Rodney Dawson, and Bob Beeton. Their volunteered commitment of time and energy has been exceptional, and I am grateful for their collaborative approach to every challenge we faced.

I also acknowledge LJ Hooker's efforts through the year with their building management services, as well as all the contractors, consultants, and service providers who contributed to our successful year.

Most importantly, thank you to every owner and resident who accommodated the disruptions, participated in consultations, and maintained the community spirit that makes SPACE a desirable place to live.

I have decided not to seek renomination to the Executive Committee for the upcoming year. It has been an honour to serve as Chair during this period of significant infrastructure investment and improvement.

---

**Jim Solomos**  
**Chairman, Executive Committee 2024-2025**  
**SPACE Buildings**





## LEASE CONVEYANCING ENQUIRY

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

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

<b>Unit</b>	<b>58</b>	<b>Block</b>	<b>14</b>	<b>Section</b>	<b>58</b>	<b>Suburb</b>	<b>TURNER</b>
-------------	-----------	--------------	-----------	----------------	-----------	---------------	---------------

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

	<b>No</b>	<b>Yes</b>
1. Have any notices been issued relating to the Crown Lease?	( X )	( )
2. Is the Lessor aware of any notice of a breach of the Crown Lease?	( X )	( )
3. Has a Certificate of Compliance been issued? (N/A ex-Government House) <input type="checkbox"/>	( )	( X )
Certificate Number: 59485		
Dated: 15-NOV-04		
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 : O'Connor Harris

E-mail Address :

Client Reference : 20260640

Date: 22-MAY-26 10:38:42



STATUTORY PLANNING  
DEVELOPMENT SOLUTIONS BRANCH  
480 Northbourne Avenue  
DICKSON ACT 2601

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22-MAY-2026 10:38

PLANNING AND LEASE MANAGER (PaLM)  
LEASE CONVEYANCING ENQUIRY REPORT

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**INFORMATION ABOUT THE PROPERTY**

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**TURNER Section 58/Block 14/Unit 58**

**Building Class: A**

**Area(m2):** 7,030.8

**Unimproved Value:** \$6,750,000

**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)**

**Application** DA200915469      **Lodged** 21-OCT-09      **Type** See Subclass

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

**Description**

RESIDENTIAL - ADDITIONS & ALTERATIONS- UNIT 84. Proposal to enclose part of existing balcony.

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

District	Division	Section	Block(s)	Unit
Canberra Central	Turner	58	14-14	84

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

Role	Name
Lessee	Delores Matthews
Lessee	Terrence Matthews
Applicant	Terrence Matthews
Representor	J.A & H.A Merritt
Representor	Anne K Brown
Representor	Lesley & Peter Mckay

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

Activity Name	Status
Merit Track	Approval Conditional

**Application** DA200915376      **Lodged** 02-SEP-09      **Type** See Subclass

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

**Description**

MULTI DEWLLING - ALTERATION - UNIT 90. Proposed enclosing of balcony by existing glass on 2 sides.

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

District	Division	Section	Block(s)	Unit
Canberra Central	Turner	58	14-14	90

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

Role	Name
Lessee	Greta Edwards
Lessee	George Edwards
Applicant	George Edwards
Representor	H.A Merritt
Representor	Anne Brown
Representor	Lesley & Peter Mckay

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

Activity Name	Status
Merit Track	Approval Conditional



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**Application** DA200813031      **Lodged** 16-DEC-08      **Type** See Subclass

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

**Description**

MULTI DWELLING-UNIT 83-ALTERATION-BALCONY. Proposal is to enclose part of the balcony by extending the glass on two sides.

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

District	Division	Section	Block(s)	Unit
Canberra Central	Turner	58	14-14	83

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

Role	Name
Applicant	Anne Brown
Lessee	Anne Brown
Representor	Lesley & Peter Mckay
Representor	Robert Stephen Cassidy

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

Activity Name	Status
Merit Track	Approval Conditional

**Application** DA200310437      **Lodged** 09-DEC-03      **Type** Multi-residential

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

**Description**

Removal of diseased tree

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

District	Division	Section	Block(s)	Unit
Canberra Central	Turner	58	14-14	

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

Role	Name
Applicant	Townsend & Assoc Architects

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

Activity Name	Status
Da - No Notification	Approval Conditional



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**Application** DA20036988      **Lodged** 04-JUL-03      **Type** Lease Variation

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

**Description**

To vary the purpose clause to allow not more than 90 dwellings and for the conversion of unit 2 into 2 units.

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

<b>District</b>	<b>Division</b>	<b>Section</b>	<b>Block(s)</b>	<b>Unit</b>
Canberra Central	Turner	58	14-14	

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

<b>Role</b>	<b>Name</b>
Contact	Renfree & Hanrahan
Applicant	Townsend & Associates Architec
Lessee	Turner Developments Pty Ltd

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

<b>Activity Name</b>	<b>Status</b>
Da - Public Notification (Dap)	Approval Conditional



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**Application** DA20012316      **Lodged** 18-JUN-01      **Type** Multi-residential

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

**Description**

Multi Unit Development - Building 1 - 66 units eight storeys with basement carparking and building 2 - 23 units three storeys with undercroft carparking and including realignment of boundaries between Blocks 11 and 12 Section 58 Turner and variation of the purpose clause for the lease of Block 12 to include shop and restaurant uses restricted to 100 square metres each.

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

District	Division	Section	Block(s)	Unit
Canberra Central	Turner	58	11-11	
Canberra Central	Turner	58	12-12	
Canberra Central	Turner	58	13-13	
Canberra Central	Turner	58	14-14	

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

Role	Name
Applicant	Townsend & Associates Architec
Contact	Townsend
Lessee	Turner Development Pty Limited
Objector	Turner Residents Association
Objector	North Canberra Community
Objector	Harding
Objector	Moran
Objector	Morrison
Objector	Act Housing Trust
Objector	Sernack
Objector	Cruise
Objector	No Name
Objector	Morrison
Objector	Turner Residents
Objector	North Canberra Community

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

Activity Name	Status
Da - Public Notification (Dap)	Minister Call-In
Aat - Appeal	Appeal-Redetermination



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

<u>Sect</u>	<u>Blk</u>	<u>DA No.</u>	<u>Description</u>	<u>Overlay Policy</u>	<u>Status</u>
57	3	202544670	PLANNING ACT 2023 - PROPOSAL FOR MULTI-UNIT DEVELOPMENT - Demolition of existing structures, footpaths and tree removal, construction of 306 residential dwellings across 3 buildings of 8 to 9 storeys, basement car parking, new driveway, verge crossing, ancillary residential amenities, landscaping, communal spaces, substation, off-site works and associated works.	Active	

**LAND USE POLICIES**

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

**CONTAMINATED LAND SEARCH**

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

**ASBESTOS SEARCH**

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

**CAT CONTAINMENT AREAS**

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

**URBAN FOREST ACT 2023**



**STATUTORY PLANNING  
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22-MAY-2026 10:38

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

---- END OF REPORT ----

18 May 2026

Units Plan No. 2737  
Registered for GST

ABN 85 826 364 464

## Tax Invoice

D C Vella

Ref

Re Lot 58 Units Plan No. 2737

Fee 342.00 Paid

Above Fee includes GST

# UNIT TITLE SALE CERTIFICATE

## Section 119 (1) (a)

**The Owners - Units Plan No. 2737**

**Unit No: 310      Lot No: 58**

The above Corporation hereby certifies, pursuant to the Unit Titles Act, Section 119, the contributions payable under the Act in respect of the above unit are as follows:

### Entitlements

Unit Entitlement: **119**  
Total Building Entitlements: **10,000**

### Managing Agent

Name and address of manager (if any) appointed under Section 50 is: **LJ Hooker Strata A.C.T.  
182 - 200 City Walk  
CANBERRA CITY ACT 2601**

Contact Phone Number: **1800 383 333**

### Corporation's records can be inspected at

Address: **LJ Hooker Strata A.C.T.  
182 - 200 City Walk  
CANBERRA CITY ACT 2601**

Contact Phone Number: **1800 383 333**

### Members of Corporation's executive committee

Office	Name	Address
Chairperson	<b>R R Dawson</b>	PO Box 5019 EMPIRE BAY NSW 2257
Secretary	<b>T Dambiec</b>	201/155 Northbourne Avenue TURNER ACT 2612
Treasurer	<b>G Wood</b>	24/24 Forbes Street TURNER ACT 2612
Committee	<b>Linda Christine Macfarlane</b>	609/155 Northbourne Avenue TURNER ACT 2612

### Funds Details

Contributions payable to Administration Fund:

Total amount last determined with respect of the unit **\$5,882.52**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/09/25 to 30/11/25	1,470.63	01/09/25	29/08/25	0.00	01/09/25
01/12/25****28/02/26	1,470.63	01/12/25	06/11/25	0.00	01/12/25
01/03/26****31/05/26	1,470.63	01/03/26	10/02/26	0.00	01/03/26
01/06/26****31/08/26	1,470.63	01/06/26	05/05/26	0.00	01/06/26

# UNIT TITLE SALE CERTIFICATE

## Section 119 (1) (a)

### Units Plan No. 2737 - Unit 310

Amount (if any) outstanding (credit shown with -) **Nil**

Paid to **31/08/26**

Special contributions payable to Administration Fund:

Purpose	Amount	Due Date	Date Paid	Discount	If Paid By
---------	--------	----------	-----------	----------	------------

Amount (if any) outstanding (credit shown with -) **Nil**

Contributions payable to Sinking Fund:

Total amount last determined with respect of the unit **\$2,058.72**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/09/25 to 30/11/25	514.68	01/09/25	29/08/25	0.00	01/09/25
01/12/25****28/02/26	514.68	01/12/25	06/11/25	0.00	01/12/25
01/03/26****31/05/26	514.68	01/03/26	10/02/26	0.00	01/03/26
01/06/26****31/08/26	514.68	01/06/26	05/05/26	0.00	01/06/26

Amount (if any) outstanding (credit shown with -) **Nil**

Paid to **31/08/26**

Special contributions payable to Sinking Fund:

Purpose	Amount	Due Date	Date Paid	Discount	If Paid By
---------	--------	----------	-----------	----------	------------

Amount (if any) outstanding (credit shown with -) **Nil**

Other Levies

Purpose	Period	Amount	Due Date	Date Paid	Discount	If Paid By
---------	--------	--------	----------	-----------	----------	------------

Amount (if any) outstanding (credit shown with -) **Nil**

Other amounts owing

Purpose	Fund	Amount	Interest Owing Due Date	Amount Due
Rate of interest payable <b>20.00</b> per cent				<b>Nil</b>

Amount (if any) outstanding (credit shown with -) **Nil**

Total amount due and payable as at the date of this Certificate (credit shown with -): **(\$1,985.31)**

**UNIT TITLE SALE CERTIFICATE****Section 119 (1) (a)****Units Plan No. 2737 - Unit 310****Insurance Policies**

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Due Date	Date when last premium paid	Amount of last premium
<i>BUILDING</i> CHU Underwriting Agencies	HU0006080171	98,416,500.00	02/04/27	27/03/26	72,913.04
<i>LOSS OF RENT</i> CHU Underwriting Agencies	HU0006080171	14,762,475.00	02/04/27	27/03/26	72,913.04
<i>CATASTROPHE</i> CHU Underwriting Agencies	HU0006080171-2	14,762,475.00	02/04/27	27/03/26	72,913.04
<i>PUBLIC LIABILITY</i> CHU Underwriting Agencies	HU0006080171	20,000,000.00	02/04/27	27/03/26	72,913.04
<i>FIDELITY GUARANTEE</i> CHU Underwriting Agencies	HU0006080171	250,000.00	02/04/27	27/03/26	72,913.04
<i>OFFICE BEARERS</i> CHU Underwriting Agencies	HU0006080171	5,000,000.00	02/04/27	27/03/26	72,913.04
<i>VOLUNTARY WORKERS</i> CHU Underwriting Agencies	HU0006080171	\$300,000/\$3.000	02/04/27	27/03/26	72,913.04
<i>GOVT AUDIT COSTS</i> CHU Underwriting Agencies	HU0006080171	25,000.00	02/04/27	27/03/26	72,913.04
<i>LEGAL EXPENSES</i> CHU Underwriting Agencies	HU0006080171	50,000.00	02/04/27	27/03/26	72,913.04
<i>MACHINERY BREAKDOWN</i> CHU Underwriting Agencies	HU0006080171	100,000.00	02/04/27	27/03/26	72,913.04
<i>LOT OWNERS IMPROVE</i> CHU Underwriting Agencies	HU0006080171	250,000.00	02/04/27	27/03/26	72,913.04
<i>FLOOD</i> CHU Underwriting Agencies	HU0006080171	Included	02/04/27	27/03/26	72,913.04
<i>COMMON CONTENTS</i> CHU Underwriting Agencies	HU0006080171	984,165.00	02/04/27	27/03/26	72,913.04
<i>APPEAL</i> CHU Underwriting Agencies	HU0006080171	100,000.00	02/04/27	27/03/26	72,913.04

**Fund Balances**

Balances as at: 18 May 2026

Administrative Fund	128,688.81
Sinking Fund	203,827.78
Cladding	69,358.15

# **UNIT TITLE SALE CERTIFICATE**

**Section 119 (1) (a)**

**Units Plan No. 2737 - Unit 310**

## **Developer Control Period**

Developer Control Period Expiry Date:

## **Borrowed Money**

Whether the corporation has borrowed money and the details of those borrowings:

N/A to this building.

## **Sustainability Infrastructure**

Whether the corporation has installed sustainability infrastructure and who owns it:

N/A to this building.

## **Crown Lease Extension Application**

Whether the corporation has applied to the Planning and Land Authority for an extension of the crown lease:

N/A to this building.

## **Ongoing Development Approval**

Whether the units plan is subject to ongoing Development Approval conditions:

No Longer Required from 8 June 2021.

# UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

**Units Plan No. 2737 - Unit 310**

## Embedded Network

If any of the utility services within the units plan are a part of an embedded network

(i) Which utility service the embedded network applies to

N/A to this building.

(ii) The name of the embedded network provider

N/A to this building.



Dated at Canberra the **18 May 2026**



Level 33, 101 Miller Street  
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

## Certificate of Currency

### CHU Residential Strata Insurance Plan

<b>Policy No</b>	<b>HU0006080171</b>
<b>Policy Wording</b>	CHU RESIDENTIAL STRATA INSURANCE PLAN
<b>Period of Insurance</b>	02/04/2026 to 02/04/2027 at 4:00pm
<b>The Insured</b>	THE OWNERS - UNITS PLAN NO.2737
<b>Situation</b>	155 NORTHBOURNE AVENUE TURNER ACT 2612

---

### Sections

#### Section 1 – Insured Property

Building: \$98,416,500  
Common Area Contents: \$984,165  
Loss of Rent & Temporary Accommodation (total payable): \$14,762,475  
Lot Owners' Fixtures and Improvements (per lot): \$250,000

#### Optional Extensions:

Catastrophe Insurance Sum Insured: \$14,762,475  
Extended Cover - Loss of Rent & Temporary Accommodation: \$2,214,371  
Escalation in Cost of Temporary Accommodation: \$738,123  
Cost of Removal, Storage and Evacuation: \$738,123  
Machinery Breakdown: \$100,000  
Lot Owners' Contents inclusion (per lot): Not Selected

#### Section 2 – Liability to Others

Sum Insured: \$20,000,000

#### Section 3 – Voluntary Workers

Death: \$300,000  
Total Disablement: \$3,000 per week

#### Section 4 – Fidelity Guarantee

Sum Insured: \$250,000

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

Sum Insured: \$5,000,000

#### Section 6 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000  
Appeal expenses – common property health & safety breaches: \$100,000  
Legal Defence Expenses: \$50,000



**Flood Cover is included.**

Date Printed

26/03/2026

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-0725 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

# Insurance Valuation Report

For

**Space The Residence**

**155 Northbourne Avenue, Turner ACT 2612**

**Scheme Number: 2737**



***COMPILED BY: QIA GROUP PTY LTD***

**Job Reference Number: 213037**

**29 October 2024**

**Professional Indemnity Insurance Policy Number 1411189338PLP**

PO Box 1280,  
Beenleigh QLD 4207

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

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

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

QIA Group Pty Ltd

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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 **155 Northbourne Avenue, Turner ACT 2612**.

### 1.2 Property Address

The property is situated at **155 Northbourne Avenue, Turner ACT 2612**.

### 1.3 Description of Building

The property comprises total ninety residential apartments and two commercial shops arranged in one block of eight storey building and one block of three storey building with allocated secure car parking spaces at four basement levels under the eight storey building and one basement level under three storey building. Access to upper floor is by internal stairwell and two passenger lifts. Common property includes communal area, service rooms, access driveways, boundary walls & fences and site landscaping.

In accordance with the plans provided the date of registration is 2004.

### 1.4 Client

**The Proprietors Space The Residence.**

### 1.5 Replacement Value

**Recommended Insured Value: \$93,830,000 (Inc GST)**

### 1.6 Inspector Details

**Inspector Number**

**101**



**Signed for and on behalf of QIA Group Pty Ltd**

## SECTION 2 – INSURANCE VALUATION REPORT

### **2.1 Recommended Insured Value**

The Recommended Insured Value represents the replacement/reinstatement costs associated with the reconstruction of building/s having regard for the functional use and useable area of the original building/s, common areas and body corporate assets. The Recommended Insured Value also estimates the costs associated with conformance to regulations and bylaws in force at the time of reconstruction.

### **2.2 Loss of Revenue**

The Insurance Valuation represents building costs only and excludes loss of revenue.

### **2.3 Current Trends**

Recent inflationary trends in the cost of building have shown building cost indices rising at a rate substantially in excess of official CPI figures. It is expected that this increase will continue in the short term on the back of construction activity following COVID-19.

### **2.4 Periodic Reviews**

It is recommended that periodic reviews of the insurance valuation are undertaken to ensure inflationary and legislative factors and any improvements to common property or assets purchases are taken up in the Insurance Valuation, particularly in times of rapidly increasing prices.

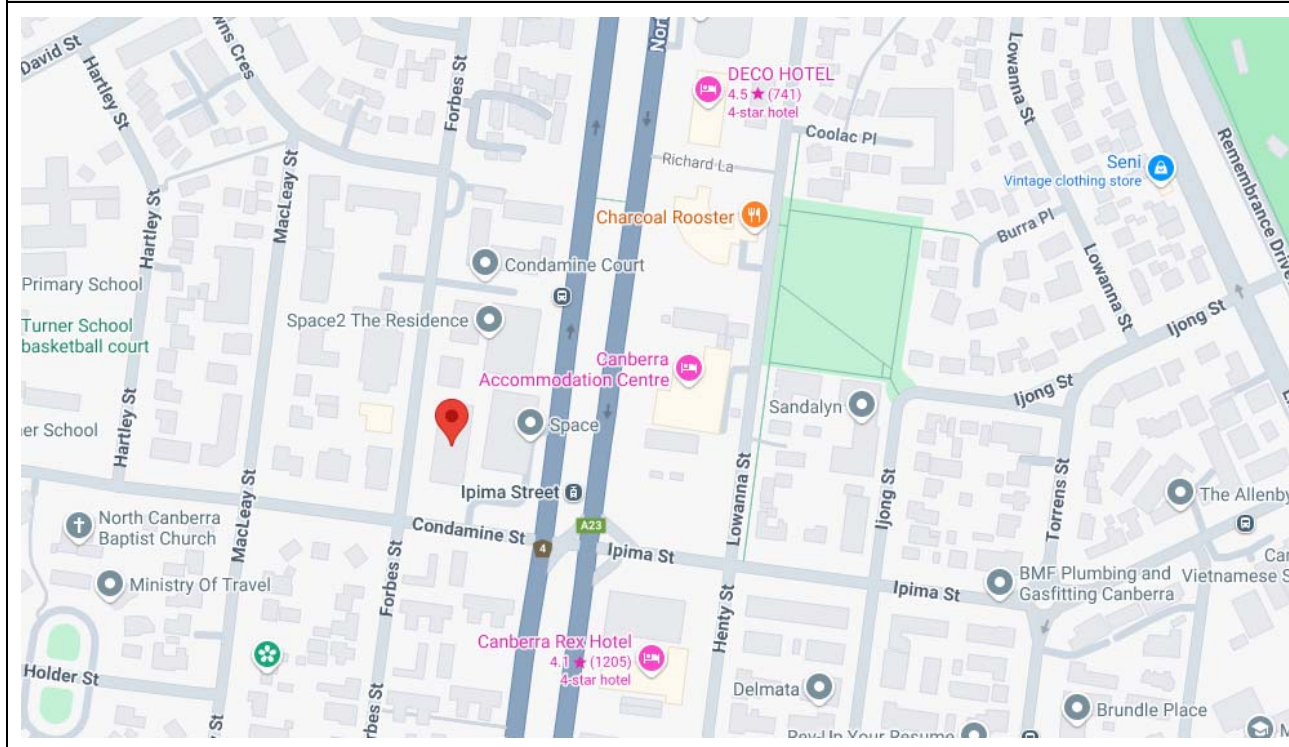
### **2.5 Elements used in the Calculated Value of the Building Replacement**

The calculated value of the building comprises of several elements:

- Present Building Costs.
- Allowance for Cost Escalation during the lead time of planning, calling tenders, and fitout.
- Professional Fees.
- Removal of Debris.
- Cost Escalation in the likely time lapse between the anniversary date and the date of any happening.

<b>2.6 Valuation</b>	
<b>Replacement Building and Improvements Cost:</b>	<b>\$70,720,000</b>
Allowance for Cost Escalation:	
Design and Documentation:	6 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	20 Months
Calculated at 6% over the period	\$6,720,000
<b>Progressive Subtotal:</b>	<b>\$77,440,000</b>
Professional Fees:	\$7,745,000
<b>Progressive Subtotal:</b>	<b>\$85,185,000</b>
Removal of Debris:	\$3,535,000
<b>Progressive Subtotal:</b>	<b>\$88,720,000</b>
Cost Escalation for Insurance Policy Lapse Period:	\$5,110,000
<b>Progressive Subtotal:</b>	<b>\$93,830,000</b>
<b>Recommended Insured Value:</b>	<b>\$93,830,000 (Inc GST)</b>

**2.7 Site Location Map**



## SECTION 3 – REPORTING PROCESS AND CONTENT

### 3.1 *SITE FACTORS*

The building is sited on, what appears to be a reasonably well drained block of land. Easy pedestrian and vehicular access was available.

### 3.2 *ADDITIONS & IMPROVEMENTS*

There appears to have been no improvement to the original construction.

### 3.3 *MAINTENANCE*

Generally, the building appears to have been reasonably well maintained.

### 3.4 *SUMMARY OF CONSTRUCTION*

#### 3.4.1 **Primary Method of Construction**

##### **3.4.1.1 FLOOR STRUCTURE**

FLOOR CONSTRUCTION: Reinforced concrete ground floor and upper floors.

##### **3.4.1.2 WALL STRUCTURE**

EXTERNAL WALL CONSTRUCTION: Combination of Besser brick and concrete panels.  
EXTERNAL WALL FINISHES: Painted & painted masonry, metal claddings and glazing.

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

ROOF CONSTRUCTION: Steel/Timber framed low-pitched roof.  
ROOFING: Cliplock metal sheeting.

##### **3.4.1.4 DRIVEWAY STRUCTURE**

DRIVEWAY CONSTRUCTION: Concrete & Bitumen.

### 3.5 *AREAS NOT INSPECTED - TYPICAL*

- Part or parts of the building interior that were not readily accessible.
- Part or parts of the building exterior that were not readily accessible
- Part or parts of the roof exterior that were not readily accessible or inaccessible or obstructed at the time of inspection because of exceeding height.
- Part or parts of the retaining walls, fencing were not readily accessible or inaccessible or obstructed at the time of inspection as a result of alignment of the common property land, buildings or vegetation.

### 3.6 *SCOPE*

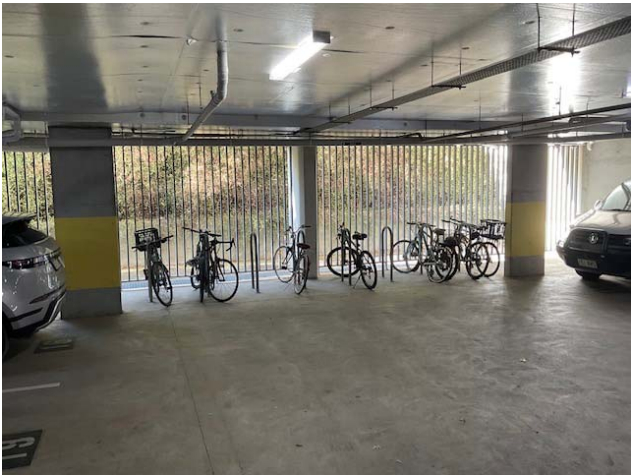
- This Inspection Report does not include the inspection and assessment of items or matters outside the stated purpose of the requested inspection and report. Other items or matters may be the subject of an Inspection Report which is adequately specified.
- The inspection only covered the Readily Accessible Areas of the subject property. The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection of the property.
- The report is designed to be published only by the Strata Manager to unit owners and the respective insurance company.
- The report does not carry the right of other publication, with the exception of the above, without written consent of QIA Group Pty Ltd.
- This report is not an engineering survey of improvements or status of the building and its contents.
- This report is only for insurance replacement purposes, and not an evaluation of the market value of the property.
- Structural or ground improvements to exclusive use areas are the responsibility of the owners and should be insured by the relevant owner.

**3.7 EXCLUSIONS**

An Insurance Valuation Report does not cover or deal with:

- Any 'minor fault or defect'
- Solving or providing costs for any rectification or repair work;
- The structural design or adequacy of any element of construction;
- Detection of wood destroying insects such as termites and wood borers;
- Any rationalisation or modernisation of services including building, engineering (electronic), fire and smoke detection or mechanical;
- A review of occupational, health or safety issues such as asbestos content, or the provision of safety glass or swimming pool fencing;
- Whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws; and
- Whether the ground on which the building rests has been filled, is liable to subside, is subject to landslip, earthquakes or tidal inundation, or if it is flood prone.

## SECTION 4 – SITE PHOTOGRAPHS



# ACT Maintenance Plan

## Space The Residence

155 Northbourne Avenue, Turner, ACT 2612

**Scheme Number: 2737**



**COMPILED BY VON HARAMINA**

**On 23 November 2022 for the  
Period Commencing 1 January 2022  
QIA Job Reference Number: 184422**

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

PO Box 1280,  
Beenleigh QLD 4207

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QIA Group Pty Ltd  
ABN 27 116 106 453

*setting the standard...*

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

QIA Group Pty Ltd

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## INTRODUCTION

This Maintenance Plan has been compiled to assist the Property to meet their obligations with respect to the:

- Unit Titles (Management) Act 2011 (s24);
- Unit Titles (Management) Regulation 2011 (s4A)  
both as amended 1 November 2020.

## PROPERTY LOCATION

155 Northbourne Avenue, Turner, ACT 2612

## INSPECTION & DOCUMENTATION SUMMARY

The following items were supplied as part of the Developer's Maintenance Schedule:

- Not applicable

The following manuals, warranties, or other maintenance statements were supplied at the time of inspection or with the report request:

- Not applicable

## BACKGROUND

The Unit Titles (Management) Act 2011 and associated regulations require the management of multi-unit residential properties. The unit title system provides the framework for the separate ownership and collective management of a building.

The common property of a Units Plan are the areas that exist outside of a lot and are used by, and belong jointly to, all the owners of the units within the Units Plan. The registered Units Plan documents will indicate what areas of the Units Plan are deemed common property. Each subdivision involves a number of individual property owners sharing in the decision making about management, maintenance and operation of common property and shared services. Units are generally broken into two categories of plans – Class A and Class B. Depending on which subdivision (A or B) your property belongs to may mean different responsibilities.

In a typical Class A Units Plans, the unit owner owns the inside of the unit but not the main structure of the building. Usually, the individual owner owns from the inside of their lot to halfway out through the boundary walls, ceiling, and the floor. In general, the owners corporation owns the walls, ceiling and floor from outside of the lot to halfway in. The internal walls within the unit (e.g. the wall between the kitchen and lounge room), floor coverings, light fittings and curtains are all the property of the unit owner.

In a typical Class B Units Plan the individual owner owns the main structure of their building - inside and out - and often owns land inside their front and backyard.

The owners corporation manages the common property on behalf of all unit owners and is responsible for the control, maintenance, management, and administration of the common property. Within multi-unit residential buildings, major assets components can vary widely and can include the building superstructure and its facade, hallway and shared spaces, lighting, pools/spas, gyms, gardens, shared water heating and car parking areas.

Ongoing building maintenance is the most cost-effective way to maintain the value of an asset and ensure the health and safety of the building's occupants. Neglecting building maintenance may result in extensive and avoidable damage. Neglect can also increase fire and safety hazards that could result in property owners being found legally liable for any injuries. A risk management strategy is a fundamental part of any maintenance program and it is a major determining factor in deciding whether preventative, scheduled or reactive maintenance programs are required to properly maintain common property facilities.

## REPORT INFORMATION

This Maintenance Plan provides a schedule for the maintenance and inspection of plant, equipment and other capital items on the common property where the maintenance and inspection is reasonably required to avoid future damage to, or failure of, those items. It is predominantly designed to:

- Identify the items of plant & equipment, facilities and structures that require ongoing maintenance.
- Prioritise required maintenance and ensure, where applicable, that maintenance is carried out as required by any regulation, standard or warranty in the required timeframe
- Assist with the scheduling of General, Special and Sinking Fund Budget Items.

An on-site visual inspection by a suitably qualified professional was carried out and any maintenance schedules, warranties, manufacturer's recommendations, and specific product information that was provided to us has been referenced in our findings. Where further detailed information was not available or made available to us, the Spreadsheet that forms part of the report can be updated by Owners or Managers as this information becomes available or is produced over time. It is in fact an important component of the Maintenance Plan that the plan is updated on an ongoing basis in order to provide a current status of maintenance of the property at all times.

This Maintenance 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 was available 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, identify the plant and equipment in the common areas of the building and make a recommendation as to the timing of inspections and the repairs and replacements identified for restorative purposes only.

The report does not and cannot make comment upon 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.

Items that have a long lifespan will require ongoing and regular inspections to ensure there is no evident deterioration and damage and may require intermittent repair, replacement to achieve their full life expectancy

## AREAS NOT INSPECTED (Typical)

- 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.







# ACT MAINTENANCE PLAN

## Space The Residence - Plan No 2737 (Class A)

155 Northbourne Avenue, Turner, ACT 2612

Date of preparation of Initial Maintenance Plan - 23 November 2022



ITEMS				Anticipated Inspection / Maintenance Requirements					Anticipated Capital Expenditure (Repair, Upgrade, Replacement)																	
Location and Item Description	Item Detail	Identifier	Install Date	Inspection Type	Relevant Standard	Inspection Frequency	Date last Inspected/Maintained	Inspector	Estimated Overall life (years)	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036		
General Description of Asset or item to be maintained (NB Longterm assets may require regular inspection for deterioration even though replacement may be outside period of plan)				Manufacturer name, model or Capacity where known	Serial number or ID where known	Where known or assumed	Prestart, installation, or ongoing - Inspect only or Inspect & Maintain	Applicable Australian Standard, Regulation or Code where applicable	Required, likely, or anticipated frequency of inspection or maintenance	Date which last inspection, testing or repair was carried out	Company or person responsible for Inspection, testing or maintenance	Based on manufacturer recommendations or anticipated/expected life (where applicable)	Forecast date where major refurbishment or replacement may be required for each particular asset or capital item. Where a Sinking Fund has been prepared, table may represent forecast expenditure where appropriate													
<b>LOBBIES/STAIRWELLS</b>																										
Repaint walls				Routine		Annually		OC	10					X											X	
Repaint ceiling				Routine		Annually		OC	10					X												X
Repaint door faces				Routine		Annually		OC	10					X												X
Maintain floor finishes				Routine/Safety		Annually		OC	40				X					X								X
Maintain/repaint handrails				Routine		Annually		OC	10					X												X
<b>ROOF</b>																										
Maintain/replace guttering				Routine		Annually		OC	35																X	X
Maintain metal roof fixings/flashings				Routine		5 yearly		Licensed Contractor	50		X				X				X						X	X
Maintain/replace downpipes				Routine		Annually		OC	30															X		X
Repair/replace balcony membranes				Routine		Annually		OC	Ad Hoc									X								X
Maintain/upgrade height safety system	Anchor Points			Routine/Safety		6 Monthly		Licensed Contractor	15				X				X							X		
Repair/replace rooftop exhaust fans				Inspect/Service		Annually		Licensed Contractor	15		X			X			X			X					X	X
<b>PLANT &amp; EQUIPMENT</b>																										
Maintain/replace airconditioner units				Inspect/Service		Annually		Licensed Contractor	15			X				X					X					X
Maintain/replace supply/extraction/inline fans	Fantech			Inspect/Service		Annually		Licensed Contractor	20		X			X			X				X				X	X
Maintain/refurbish lifts interior	Kone 1428kg 21 Person Lift	110439 110440		Routine		Annually		OC	25															X		X
Maintain/service lifts components	Kone 1428kg 21 Person Lift	110439 110440		Inspect/Service	AS1735	per Agreement		Licensed Contractor	35															X		X
Maintain ventilation ducting				Inspect/Service		Annually		Licensed Contractor	30			X				X					X					X
<b>Inspection Types</b>																										
Routine - A rudimentary inspection to ascertain that the item is in generally good order with no deterioration or damage that may require attention or repair																										
Routine/safety - As per Routine, paying particular attention to items that may cause injury to owners/occupants/visitors																										
Service - An inspection where some additional level of attention or maintenance may be required, e.g. Cleaning a pump well																										
Inspect/service - Inspect to ascertain operation is normal and rectify any issues																										
Compliance - Inspect, test and maintain as necessary to ensure that the item meets a particular Regulation or Standard																										



# Sinking Fund Plan

## Space the Residence

155 Northbourne Avenue

Turner ACT 2612

Units Plan 2737



### Report details

<b>Inspection date:</b>	12/04/2024
<b>Inspector:</b>	Michael Budge

#### NEW SOUTH WALES

Level 5, 115 Pitt St Sydney 2000  
PO Box A72 Sydney South NSW 1235

#### QUEENSLAND

9 Gardner Close, Milton 4064  
PO Box 1584 Milton 4064

#### VICTORIA

Level 1, 1 Queens Rd Melbourne 3004  
GPO Box 3025 Melbourne 3001



19/04/2024

The Owners Corporation  
Space the Residence  
155 Northbourne Avenue  
Turner ACT 2612

Dear Committee Members,

**Thank you for appointing our company to conduct your Sinking Fund Plan.**

Based on our survey of your property, we have determined that the Owners Corporation will need to increase its contributions in the short term to cover its forecast sinking fund expenses. We recommend that the levies initially be set at the level shown in this report. Once the short-term expenses have been paid for, we recommend that this report be updated to confirm that the levies can be reduced to the level shown in this report.

This plan should be updated regularly to account for actual changes in construction and maintenance costs, unanticipated changes in the property's condition over time, changes in legal requirements and any discrepancies between the forecast and actual sinking fund balances. Regular updates also create peace of mind and assist the Owners Corporation to manage the risk of litigation from individual owners (current and future) for breaches of its duty to maintain the common property by providing reasonable, up-to-date estimates of the cost of necessary maintenance work and repairs.

**Key Report Data Levies Summary – First Financial Year**

Levy Per Unit Entitlement (Total sinking fund levy divided by unit entitlements)	\$12.67
Total Unit Entitlements	10000
Total Sinking Fund Levy	\$126,690.00

The data used to arrive at the above figures is in the attached report (which includes GST). It is designed for ease of reading. For your convenience here is your Report Index:

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Building Details and Report Inputs Page	2
15 Year Cash Flow Tracking & Graph with New Levies	3
<b>Report Detail</b>	<b>Section 2</b>
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Yours sincerely,



The Team at Solutions in Engineering

### Building Details & Report Inputs Supplied information

Building Name	Space the Residence
Building Address	155 Northbourne Avenue Turner ACT 2612
Units Plan No.	2737
Plan Type	Units Plan - Class A
Registered Plan Date/Year of Construction	2004
Number of Unit Entitlements	10000
Number of Units	92
Estimated Sinking Fund Balance	\$134,455
Starting date of Financial Year for Report	1/07/2024
GST Status	Registered for GST
Current Sinking Fund Levy per Lot Entitlement (Inc. GST)	12.30

### Report assumptions & information

Assumed Interest Rate on invested funds (For funds over \$10,000) Years 1 - 3	1.70%
Assumed Interest Rate on invested funds (For funds over \$10,000) Years 4 - 15	3.00%
Company Taxation Rate	25.00%
Interest on Invested Funds – Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on Sinking Fund balances over \$10,000 - Years 1 - 3	1.28%
Interest on Invested Funds – Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on Sinking Fund balances over \$10,000 - Years 4 - 15	2.25%
Contingency Allowance - For minor and/or unforeseen expenses	12%
Assumed Rate of Inflation for Building Maintenance Costs - Based on average annual building cost increase over the past five years.	3.00%
Forecast Period - Number of years the plan forecasts	15 years

### 15 Year Levy Table

Year	Year To	Total Contribution		Contribution per Unit Entitlement		Quarterly Contribution	
		Including GST	GST Component	Including GST	GST Component	Including GST	GST Component
1	30/06/2025	126,690.00	11,517.27	12.67	1.15	3.17	0.29
2	30/06/2026	131,757.60	11,977.96	13.18	1.20	3.30	0.30
3	30/06/2027	137,027.91	12,457.08	13.70	1.25	3.43	0.31
4	30/06/2028	178,136.29	16,194.21	17.81	1.62	4.45	0.40
5	30/06/2029	231,577.17	21,052.47	23.16	2.11	5.79	0.53
6	30/06/2030	301,050.32	27,368.21	30.11	2.74	7.53	0.68
7	30/06/2031	451,575.49	41,052.32	45.16	4.11	11.29	1.03
8	30/06/2032	469,638.51	42,694.41	46.96	4.27	11.74	1.07
9	30/06/2033	361,621.66	32,874.70	36.16	3.29	9.04	0.82
10	30/06/2034	368,854.09	33,532.19	36.89	3.35	9.22	0.84
11	30/06/2035	376,231.17	34,202.83	37.62	3.42	9.41	0.86
12	30/06/2036	383,755.80	34,886.89	38.38	3.49	9.60	0.87
13	30/06/2037	391,430.92	35,584.63	39.14	3.56	9.79	0.89
14	30/06/2038	399,259.54	36,296.32	39.93	3.63	9.98	0.91
15	30/06/2039	407,244.73	37,022.25	40.72	3.70	10.18	0.93

### 15 Year Cash Flow Tracking Sheet

The table below shows the cash flow starting with the anticipated 'Opening Balance' at the start of the first financial year which you provided to us. We then add the 'Total Levy Contributions' for the year and any 'Interest' on balances greater than \$10,000. Any 'Anticipated Expenses' (including contingency allowance) are then allowed for leaving a 'Closing Balance' for the year which in turn becomes the 'Opening Balance' for the following year. In summary:

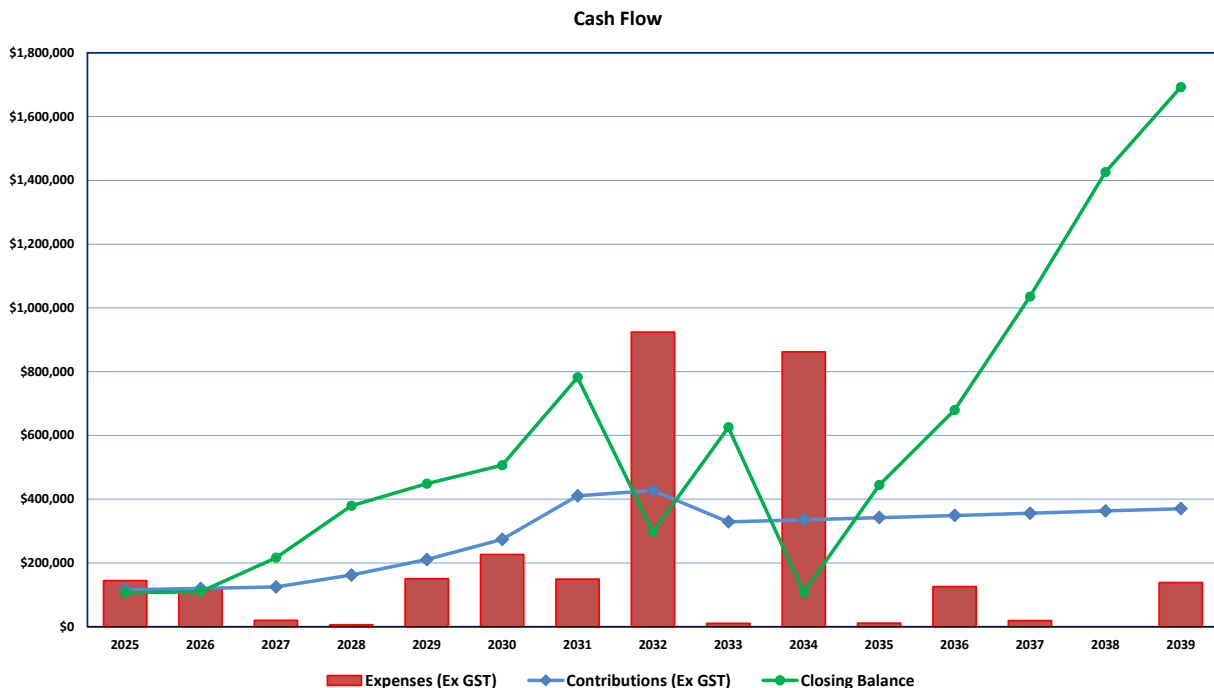
$$\text{Opening Balance} + \text{Total Levy Contributions} + \text{Interest} - \text{Anticipated Expenses} = \text{Closing Balance}$$

Year	Year To	Opening Balance	Total Levy Contributions (Exc. GST)	Interest (After Tax)	Anticipated Expenses (Exc. GST)	Closing Balance
1	30/06/2025	134,455.00	115,172.73	1,532.59	144,615.45	106,544.87
2	30/06/2026	106,544.87	119,779.64	1,374.77	118,060.91	109,638.37
3	30/06/2027	109,638.37	124,570.83	2,072.46	20,026.36	216,255.30
4	30/06/2028	216,255.30	161,942.08	6,624.48	5,610.00	379,211.86
5	30/06/2029	379,211.86	210,524.70	9,206.44	150,598.18	448,344.82
6	30/06/2030	448,344.82	273,682.11	10,622.03	226,190.91	506,458.05
7	30/06/2031	506,458.05	410,523.17	14,333.51	149,349.09	781,965.64
8	30/06/2032	781,965.64	426,944.10	12,004.11	923,843.64	297,070.21
9	30/06/2033	297,070.21	328,746.96	10,262.92	10,628.18	625,451.91
10	30/06/2034	625,451.91	335,321.90	8,151.05	861,688.18	107,236.68
11	30/06/2035	107,236.68	342,028.34	6,133.80	11,275.45	444,123.37
12	30/06/2036	444,123.37	348,868.91	12,502.05	125,822.73	679,671.60
13	30/06/2037	679,671.60	355,846.29	19,078.94	19,283.64	1,035,313.19
14	30/06/2038	1,035,313.19	362,963.22	27,377.88	0.00	1,425,654.29
15	30/06/2039	1,425,654.29	370,222.48	34,687.21	138,223.64	1,692,340.34

### 15 Year Cash Flow Graph

The graph below tracks the 'Contributions' (the amount collected in levies), the projected 'Closing balance' of the sinking fund and the likely 'Expenses' for each year of this forecast. The three lines in the graph are:

- Contributions line - Total sinking fund contributions per year.
- Expenses line – Total anticipated expenses in each year.
- Closing balance line – Shows the amount left in the fund bank account at the end of the year after all anticipated expenses have been allowed for.



## Anticipated Expenditures Table Year 1 - 15

This table shows when expenses will occur in the next 15 years. From left to right the columns are:

‘**Expenditure Items**’ - lists the different areas and items of expenditure.

‘**Current Cost**’ - shows the current maintenance expenditure costs in today’s dollars.

Year 1 to 15 - shows the costs in the year in which they occur including the 'Assumed Rate of Inflation' compounded annually until the cost is due.

At the bottom on each column, there are three lines. Firstly, a ‘**Grand Total (Inc. GST)**’ followed by a line calculating the ‘**Contingency Allowance (Inc. GST)**’ for unforeseen and minor expenses and finally ‘**Total Expenses (Inc. GST)**’ for that year. Please note: This page rounds figures to the nearest whole dollar.

Expenditure Item	Current Cost	Year 1 (2025)	Year 2 (2026)	Year 3 (2027)	Year 4 (2028)	Year 5 (2029)	Year 6 (2030)	Year 7 (2031)	Year 8 (2032)	Year 9 (2033)	Year 10 (2034)	Year 11 (2035)	Year 12 (2036)	Year 13 (2037)	Year 14 (2038)	Year 15 (2039)
<b>1. ROOFING</b>																
Repair metal roofing (Total: 3298 m2) - 2%	10,259	-	-	-	-	11,893	-	-	-	-	-	-	-	-	-	15,983
Replace metal roofing	722,031	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>11,893</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>15,983</b>
<b>2. EXTERIOR</b>																
Repaint timber door - one side includes architrave	663	-	-	-	-	-	-	-	840	-	-	-	-	-	-	-
Stain and seal timber ceiling	4,668	-	-	-	-	-	-	-	5,913	-	-	-	-	-	-	-
Repaint ceiling undersides and edges	296,411	-	-	-	-	-	-	-	375,485	-	-	-	-	-	-	-
Repaint Building Exterior	314,525	-	-	-	-	-	-	-	398,431	-	-	-	-	-	-	-
Replace metal louvre	96,574	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hire scaffolding or access devices	100,000	-	-	-	-	-	-	-	126,677	-	-	-	-	-	-	-
General Building Maintenance	5,000	5,150	-	5,464	-	5,796	-	6,149	-	6,524	-	6,921	-	7,343	-	7,790
<b>Sub Total (Incl. GST)</b>		<b>5,150</b>	<b>0</b>	<b>5,464</b>	<b>0</b>	<b>5,796</b>	<b>0</b>	<b>6,149</b>	<b>907,346</b>	<b>6,524</b>	<b>0</b>	<b>6,921</b>	<b>0</b>	<b>7,343</b>	<b>0</b>	<b>7,790</b>
<b>3. DRIVEWAY AND PARKING</b>																
Repaint timber door - two side includes architrave	5,306	-	-	-	-	-	6,336	-	-	-	-	-	-	-	-	-
Repaint concrete wall	8,842	-	-	-	-	-	10,558	-	-	-	-	-	-	-	-	-
Repaint line marking	21,002	-	-	-	-	24,347	-	-	-	-	-	-	-	-	-	32,720
Repair bitumen (Total: 748 m2) - 10%	4,323	-	-	-	-	5,012	-	-	-	-	5,810	-	-	-	-	6,735
Replace sump pump	7,793	-	-	-	-	9,034	-	-	-	-	-	-	-	-	-	12,141
Replace roller doors - Industrial	10,923	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace roller door motors - Industrial	4,568	-	-	-	-	-	-	-	-	-	6,139	-	-	-	-	-
Replace side hinged gates	9,067	-	-	-	-	-	-	-	-	-	12,185	-	-	-	-	-
Replace gate motor	5,043	-	-	-	-	5,846	-	-	-	-	-	-	-	-	-	-
Replace ventilation fan (Heavy duty)	24,826	-	-	-	-	28,780	-	-	-	-	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>73,019</b>	<b>16,894</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>24,134</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>51,596</b>

Expenditure Item	Current Cost	Year 1 (2025)	Year 2 (2026)	Year 3 (2027)	Year 4 (2028)	Year 5 (2029)	Year 6 (2030)	Year 7 (2031)	Year 8 (2032)	Year 9 (2033)	Year 10 (2034)	Year 11 (2035)	Year 12 (2036)	Year 13 (2037)	Year 14 (2038)	Year 15 (2039)
<b>4. PROPERTY MAINTENANCE</b>																
Replace mailbox	8,249	-	-	-	-	9,563	-	-	-	-	-	-	-	-	-	-
Replace ventilation fan (Light duty) (Total: 2 ea.) - 50%	2,279	-	-	-	-	2,642	-	-	-	-	-	-	-	-	-	3,551
Replace television (MATV) antenna	8,741	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace security access control system	85,000	87,550	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace security surveillance camera (Total: 16 ea.) - 30%	4,896	5,043	-	-	5,510	-	-	6,021	-	-	6,580	-	-	7,190	-	-
Replace digital video recorder (DVR - Up to 16 channel)	10,482	-	-	-	-	-	-	-	-	-	14,087	-	-	-	-	-
Replace security surveillance monitor	1,510	-	-	-	-	-	-	-	-	-	2,029	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>92,593</b>	<b>0</b>	<b>0</b>	<b>5,510</b>	<b>12,205</b>	<b>0</b>	<b>6,021</b>	<b>0</b>	<b>0</b>	<b>22,696</b>	<b>0</b>	<b>0</b>	<b>7,190</b>	<b>0</b>	<b>3,551</b>
<b>5. LOBBIES</b>																
Repaint plasterboard ceiling	30,251	-	-	-	-	-	36,121	-	-	-	-	-	-	-	-	-
Repaint internal walls	84,279	-	-	-	-	-	100,634	-	-	-	-	-	-	-	-	-
Repaint timber door - one side includes architrave	15,254	-	-	-	-	-	18,214	-	-	-	-	-	-	-	-	-
Repaint timber door - two side includes architrave	23,875	-	-	-	-	-	28,508	-	-	-	-	-	-	-	-	-
Stain and seal timber walkway	8,315	-	-	-	-	-	9,929	-	-	-	-	-	-	-	-	-
Repair tiled walkway (Total: 56 m2) - 10%	2,093	-	-	-	-	2,426	-	-	-	-	-	-	-	-	-	3,261
Replace carpet	77,095	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace automatic door	12,623	-	13,392	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace entry glazed doors	19,696	-	-	-	-	-	-	24,224	-	-	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>13,392</b>	<b>0</b>	<b>0</b>	<b>2,426</b>	<b>193,406</b>	<b>24,224</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,261</b>
<b>6. EXTERNAL WALKWAYS</b>																
Repair concrete walkways (Total: 290 m2) - 10%	4,208	-	-	-	-	4,878	-	-	-	-	-	-	-	-	-	6,556
Repair tiled walkway (Total: 327 m2) - 5%	5,929	-	-	-	-	6,873	-	-	-	-	-	-	-	-	-	9,237
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>11,751</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>15,793</b>
<b>7. SPECIAL EXPENDITURE</b>																
Upgrade internet to Fibre Optic	30,000	30,900	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>30,900</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>8. LIFTS</b>																
Replace passenger lift	560,000	-	-	-	-	-	-	-	-	-	752,593	-	-	-	-	-
Replace sump pump	7,793	-	-	-	-	-	-	-	-	-	10,473	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>763,066</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Expenditure Item	Current Cost	Year 1 (2025)	Year 2 (2026)	Year 3 (2027)	Year 4 (2028)	Year 5 (2029)	Year 6 (2030)	Year 7 (2031)	Year 8 (2032)	Year 9 (2033)	Year 10 (2034)	Year 11 (2035)	Year 12 (2036)	Year 13 (2037)	Year 14 (2038)	Year 15 (2039)
<b>9. BALCONIES</b>																
Replace glazed balustrade S/S	1,192,843	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace SS handrail	157,281	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace waterproofing membrane and tiles (Total: 2332 m2) - 5%	86,674	-	91,952	-	-	-	-	106,598	-	-	-	-	123,576	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>91,952</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>106,598</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>123,576</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>10. GARBAGE ROOM</b>																
Repaint timber door - two side includes architrave	3,316	-	-	-	-	-	3,959	-	-	-	-	-	-	-	-	-
Repaint ceiling	221	-	-	-	-	-	264	-	-	-	-	-	-	-	-	-
Repaint concrete Floor	1,284	-	-	-	-	-	1,533	-	-	-	-	-	-	-	-	-
Repair tiled walkway (Total: 5 m2) - 10%	269	-	-	-	-	312	-	-	-	-	-	-	-	-	-	419
Replace roller door (Single)	1,941	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,024
Replace ventilation fan (Light duty)	2,279	-	-	-	-	-	-	-	-	3,063	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>312</b>	<b>5,756</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,063</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,443</b>
<b>11. BATHROOM</b>																
Repaint ceiling	992	-	-	-	-	-	1,185	-	-	-	-	-	-	-	-	-
Repaint timber door - one side includes architrave	1,658	-	-	-	-	-	1,980	-	-	-	-	-	-	-	-	-
Repair tiles (Total: 118 m2) - 10%	3,224	-	-	-	-	3,738	-	-	-	-	-	-	-	-	-	5,023
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,737</b>	<b>3,164</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,023</b>
<b>12. FIRE SERVICES</b>																
Replace Fire indicator panel (FIP) - (11-20 alarm groups / zones)	11,977	-	-	-	-	-	-	-	-	-	16,096	-	-	-	-	-
Replace Fire indicator panel (FIP) - (21-30 alarm groups / zones)	12,833	-	-	-	-	-	-	-	-	-	17,246	-	-	-	-	-
Replace interconnected (240v) smoke alarm	15,816	-	-	-	-	18,335	-	-	-	-	-	-	-	-	-	24,641
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>18,335</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>33,342</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>24,641</b>
<b>13. MANAGERS OFFICE</b>																
Repaint plasterboard ceiling	684	-	-	-	-	-	817	-	-	-	-	-	-	-	-	-
Repaint timber door - one side includes architrave	332	-	-	-	-	-	396	-	-	-	-	-	-	-	-	-
Repaint internal walls	1,440	-	-	-	-	-	1,719	-	-	-	-	-	-	-	-	-
Replace carpet	4,276	-	-	-	-	4,957	-	-	-	-	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,957</b>	<b>2,932</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Expenditure Item	Current Cost	Year 1 (2025)	Year 2 (2026)	Year 3 (2027)	Year 4 (2028)	Year 5 (2029)	Year 6 (2030)	Year 7 (2031)	Year 8 (2032)	Year 9 (2033)	Year 10 (2034)	Year 11 (2035)	Year 12 (2036)	Year 13 (2037)	Year 14 (2038)	Year 15 (2039)
<b>14. LANDSCAPING</b>																
Garden upgrade	10,000	10,300	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Garden upgrade	10,000	-	10,609	-	-	-	-	-	-	-	-	-	-	-	-	-
Garden upgrade	10,000	-	-	10,927	-	-	-	-	-	-	-	-	-	-	-	-
Repair/replace reticulation system (Total: 1 item) - 10%	3,000	3,090	-	3,278	-	3,478	-	3,690	-	3,914	-	4,153	-	4,406	-	4,674
<b>Sub Total (Incl. GST)</b>		<b>13,390</b>	<b>10,609</b>	<b>14,205</b>	<b>0</b>	<b>3,478</b>	<b>0</b>	<b>3,690</b>	<b>0</b>	<b>3,914</b>	<b>0</b>	<b>4,153</b>	<b>0</b>	<b>4,406</b>	<b>0</b>	<b>4,674</b>
<b>Grand Total (Incl. GST)</b>		<b>142,033</b>	<b>115,953</b>	<b>19,669</b>	<b>5,510</b>	<b>147,909</b>	<b>222,152</b>	<b>146,682</b>	<b>907,346</b>	<b>10,438</b>	<b>846,301</b>	<b>11,074</b>	<b>123,576</b>	<b>18,939</b>	<b>0</b>	<b>135,755</b>
<b>Contingency Allowance (Incl. GST)</b>		<b>17,044</b>	<b>13,914</b>	<b>2,360</b>	<b>661</b>	<b>17,749</b>	<b>26,658</b>	<b>17,602</b>	<b>108,882</b>	<b>1,253</b>	<b>101,556</b>	<b>1,329</b>	<b>14,829</b>	<b>2,273</b>	<b>0</b>	<b>16,291</b>
<b>Grand Total Expenses (Incl. Contingency Allowance and GST)</b>		<b>159,077</b>	<b>129,867</b>	<b>22,029</b>	<b>6,171</b>	<b>165,658</b>	<b>248,810</b>	<b>164,284</b>	<b>1,016,228</b>	<b>11,691</b>	<b>947,857</b>	<b>12,403</b>	<b>138,405</b>	<b>21,212</b>	<b>0</b>	<b>152,046</b>

## Building Data List from the Property Inspection for Space the Residence

This table has all the data collected by the building inspector while inspecting the complex. The columns from left to right are:

'Items' – identifies and describes the maintenance item

'Qty' – lets you know the quantity of that item in scope

'Unit' – is the unit rate used to measure the quantity

'Rate' – is the cost of each unit in dollars

'Value' - is the quantity (Qty) multiplied by the Rate (\$)

'Next Due' - is the remaining life in years until an item needs money spent on it.

'Total Life' - is the total life of the item after it is replaced, repaired or repainted.

'Comments' - details any useful explanatory notes for the item.

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
<b>1. ROOFING</b>							
Repair metal roofing (Total: 3298 m2) - 2%	66	m2	155.44	10,259.00	5	10	Repair as required
Replace metal roofing	3298	m2	218.93	722,031.00	40	60	Replace as required
<b>2. EXTERIOR</b>							
Repaint timber door - one side includes architrave	4	ea.	165.80	663.00	8	10	Ongoing painting program
Stain and seal timber ceiling	108	m2	43.22	4,668.00	8	10	Restain and seal as required
Repaint ceiling undersides and edges	8667	m2	34.20	296,411.00	8	10	Ongoing painting program
Repaint Building Exterior	8667	m2	36.29	314,525.00	8	10	Ongoing painting program
Replace metal louvre	180	m2	536.52	96,574.00	20	40	Replace as required
Hire scaffolding or access devices	1	item	100,000.00	100,000.00	8	10	
General Building Maintenance	1	Item	5,000.00	5,000.00	1	2	Ongoing maintenance program
<b>3. DRIVEWAY AND PARKING</b>							
Repaint timber door - two side includes architrave	16	ea.	331.60	5,306.00	6	10	Ongoing painting program
Repaint concrete wall	192	m2	46.05	8,842.00	6	10	Ongoing painting program
Repaint line marking	1028	lm	20.43	21,002.00	5	10	Ongoing painting program
Repair bitumen (Total: 748 m2) - 10%	75	m2	57.64	4,323.00	5	5	Repair as required
Replace sump pump	2	ea.	3,896.27	7,793.00	5	10	Replace as required
Replace roller doors - Industrial	2	ea.	5,461.67	10,923.00	20	40	Replace as required
Replace roller door motors - Industrial	2	ea.	2,283.97	4,568.00	10	20	Replace as required
Replace side hinged gates	2	ea.	4,533.65	9,067.00	10	30	Replace as required
Replace gate motor	2	ea.	2,521.71	5,043.00	5	15	Replace as required
Replace ventilation fan (Heavy duty)	4	ea.	6,206.43	24,826.00	5	20	Replace as required
<b>4. PROPERTY MAINTENANCE</b>							
Replace mailbox	92	ea.	89.66	8,249.00	5	30	Replace as required
Replace ventilation fan (Light duty) (Total: 2 ea.) - 50%	1	ea.	2,278.51	2,279.00	5	10	Replace as required
Replace television (MATV) antenna	2	ea.	4,370.35	8,741.00	20	30	Replace as required
Replace security access control system	1	Item	85,000.00	85,000.00	1	20	Replace as required
Replace security surveillance camera (Total: 16 ea.) - 30%	5	ea.	979.24	4,896.00	1	3	Replace as required

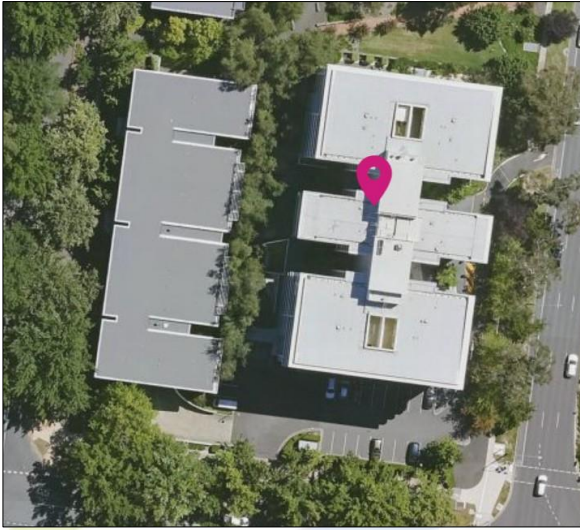
Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
Replace digital video recorder (DVR - Up to 16 channel)	1	ea.	10,481.97	10,482.00	10	10	Replace as required
Replace security surveillance monitor	1	ea.	1,510.24	1,510.00	10	10	Replace as required
<b>5. LOBBIES</b>							
Repaint plasterboard ceiling	890	m2	33.99	30,251.00	6	10	Ongoing painting program
Repaint internal walls	2590	m2	32.54	84,279.00	6	10	Ongoing painting program
Repaint timber door - one side includes architrave	92	ea.	165.80	15,254.00	6	10	Ongoing painting program
Repaint timber door - two side includes architrave	72	ea.	331.60	23,875.00	6	10	Ongoing painting program
Stain and seal timber walkway	184	m2	45.19	8,315.00	6	10	Restain and seal as required
Repair tiled walkway (Total: 56 m2) - 10%	6	m2	348.77	2,093.00	5	10	Repair as required
Replace carpet	649	m2	118.79	77,095.00	18	20	Replace as required
Replace automatic door	2	ea.	6,311.25	12,623.00	2	20	Replace as required
Replace entry glazed doors	6	ea.	3,282.66	19,696.00	7	20	Replace as required
<b>6. EXTERNAL WALKWAYS</b>							
Repair concrete walkways (Total: 290 m2) - 10%	29	m2	145.09	4,208.00	5	10	Repair as required/ Estimate only - quotations required
Repair tiled walkway (Total: 327 m2) - 5%	17	m2	348.77	5,929.00	5	10	Repair as required
<b>7. SPECIAL EXPENDITURE</b>							
Upgrade internet to Fibre Optic	1	Item	30,000.00	30,000.00	1	0	Repair as required
<b>8. LIFTS</b>							
Replace passenger lift	2	ea.	280,000.00	560,000.00	10	30	Replace as required
Replace sump pump	2	ea.	3,896.27	7,793.00	10	10	Replace as required
<b>9. BALCONIES</b>							
Replace glazed balustrade S/S	740	lm	1,611.95	1,192,843.00	20	40	Replace as required - Estimate only - Quotation required
Replace SS handrail	430	lm	365.77	157,281.00	20	40	Replace as required - Estimate only - Quotation required
Replace waterproofing membrane and tiles (Total: 2332 m2) - 5%	117	m2	740.80	86,674.00	2	5	Replace as required
<b>10. GARBAGE ROOM</b>							
Repaint timber door - two side includes architrave	10	ea.	331.60	3,316.00	6	10	Ongoing painting program
Repaint ceiling	5	m2	44.20	221.00	6	10	Ongoing painting program
Repaint concrete Floor	23	m2	55.83	1,284.00	6	10	Ongoing painting program
Repair tiled walkway (Total: 5 m2) - 10%	1	m2	268.67	269.00	5	10	Repair as required
Replace roller door (Single)	1	ea.	1,941.07	1,941.00	15	40	Replace as required
Replace ventilation fan (Light duty)	1	ea.	2,278.51	2,279.00	10	20	Replace as required
<b>11. BATHROOM</b>							
Repaint ceiling	29	m2	34.20	992.00	6	10	Ongoing painting program
Repaint timber door - one side includes architrave	5	ea.	331.60	1,658.00	6	10	Ongoing painting program
Repair tiles (Total: 118 m2) - 10%	12	m2	268.67	3,224.00	5	10	Repair as required

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
<b>12. FIRE SERVICES</b>							
Replace Fire indicator panel (FIP) – (11-20 alarm groups / zones)	1	ea.	11,977.14	11,977.00	10	20	Replace as required
Replace Fire indicator panel (FIP) – (21-30 alarm groups / zones)	1	ea.	12,832.65	12,833.00	10	20	Replace as required
Replace interconnected (240v) smoke alarm	122	ea.	129.64	15,816.00	5	10	Replace as required
<b>13. MANAGERS OFFICE</b>							
Repaint plasterboard ceiling	20	m2	34.20	684.00	6	10	Ongoing painting program
Repaint timber door - one side includes architrave	1	ea.	331.60	332.00	6	10	Ongoing painting program
Repaint internal walls	44	m2	32.73	1,440.00	6	10	Ongoing painting program
Replace carpet	20	m2	213.79	4,276.00	5	15	Replace as required
<b>14. LANDSCAPING</b>							
Garden upgrade	1	item	10,000.00	10,000.00	1	0	
Garden upgrade	1	item	10,000.00	10,000.00	2	0	
Garden upgrade	1	item	10,000.00	10,000.00	3	0	
Repair/replace reticulation system (Total: 1 item) - 10%	1	item	3,000.00	3,000.00	1	2	Repair as required

# Building Photo Section

## Item Group

### ROOFING

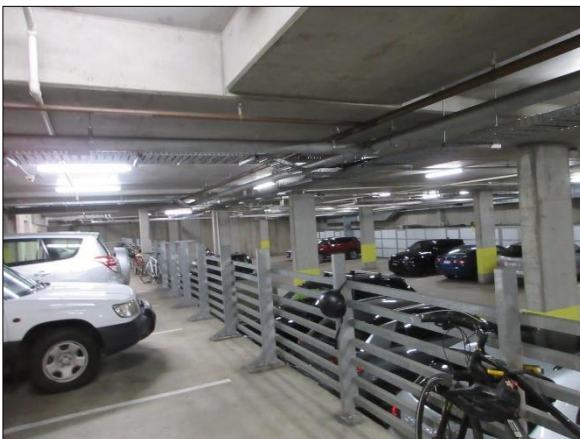


**Item Group**

**EXTERIOR**



**DRIVEWAY AND PARKING**



**Item Group**

**PROPERTY MAINTENANCE**



**LOBBIES**



**Item Group**

**EXTERNAL WALKWAYS**



**SPECIAL EXPENDITURE**



**Item Group**

**LIFTS**



**BALCONIES**

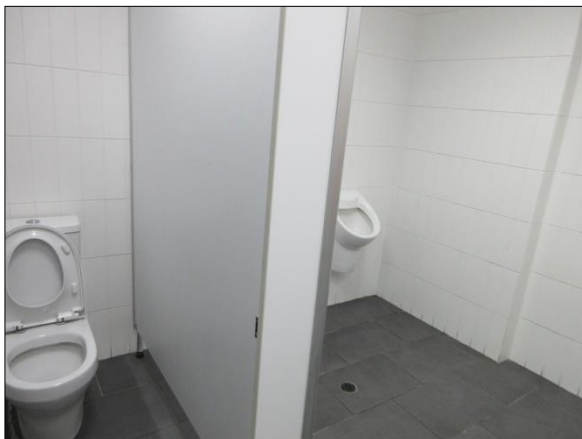


**Item Group**

**GARBAGE ROOM**



**BATHROOM**



**Item Group**

**FIRE SERVICES**



**MANAGERS OFFICE**



**Item Group**

**LANDSCAPING**



## Inspector's Report for Space the Residence

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1. **INFLATION** - It is necessary to offset the effects of inflation on construction materials and labour costs and to ensure that adequate funds are available to provide for major works. These major works can frequently become necessary as the property ages but cannot be reliably forecast this far in advance. Based on historical data and current trends, we anticipate that construction and maintenance costs will increase by 50% every 15 years. The fund balance will be reviewed in light of current price levels and the state of the property at the time of each update.
2. **UPDATES** - We recommend that this report is updated every 3 years to ensure that it captures market variations and any changes to the property itself.
3. **ADMINISTRATION EXPENSES** - We assume that small repairs & improvements, regular maintenance items are financed via the administration fund and therefore are not included in this report.
4. **TREES** - Trees should be maintained below the height of guttering and clear of buildings wherever possible to prevent premature corrosion of the roof, flashings, gutters, and downpipes. Root systems should also be kept away from buildings, driveways and walkways to prevent structural damage. Removal of trees may be required in some cases.
5. **PAINT QUOTATIONS** - It is recommended that quotations are obtained for painting well in advance of when the work is to be carried out to allow for any shortfall or excess in funds. The costs estimated for painting are as accurate as possible but will vary from actual painting quotations.
6. **PAINT SERVICE-LIFE** - Paint serves to protect a surface as well as improving its appearance. Paint seals the surface from water, salt, or air pollutants. Although paint may hold its appearance for at least ten years before cracking and/or peeling occurs, it may become porous and lose its protective abilities before this point.
7. **PAINTED METAL** - Some painted metal items show signs of wear and/or damage. Repainting these items is recommended in the short term, but full replacement of these items should be considered and planned for well in advance.
8. **POWDER COAT REPAINT** - Powder coated surfaces have a lengthy maintenance-free period when new. After this period, these surfaces may be repainted to maintain their appearance. It is important to note that powder coated surfaces will require special preparation for repainting.
9. **POWDER COAT WARRANTY** - Powder coated surfaces may be subject to a manufacturer's warranty. Therefore, the manufacturer's cleaning and maintenance recommendations should be followed.
10. **ELEVATING WORKING PLATFORMS** - Funds allocated for elevating working platforms (EWP's) can be used for many types of access equipment including, but not limited to; scaffolding, boom lifts, cherry pickers, etc.
11. **BITUMEN SURFACES** - Bitumen surfaces are more susceptible to environmental factors than other areas of the property. It is important that any deterioration is addressed promptly, as the deterioration of bitumen tends to accelerate when not maintained, significantly increasing overall maintenance costs.
12. **SURFACE CLEANING** - Surface cleaning may be carried out using high pressure water or a chemical wash. Care should be taken to meet relevant water restrictions.

**13. LIFTS** - The design of a lift requires continual maintenance.

Maintenance is required due to the complexity of the engineering and electronic systems in the structure, external elements and the lift car. We have provisioned replacement costs which are normally outside of the comprehensive lift maintenance contract which, in our professional opinion, all buildings with lifts must have in place.

After 20 to 30 years of service, lifts may reach the end of their cost effective life. From this point lifts may experience decreasing performance along with an increase in required service. We have provisioned for lift replacement based on the age and current visual condition of the lift. In addition we take into account the following factors:

- **Obsolescence (Mechanical, Electrical & Software)**

Even though these elements can be supported at a stretch, it is prohibitively expensive to do so which adds cost and complexity into the maintenance regime. The additional cost in maintenance to facilitate reliability far outweighs the cost of new lift in the long term.

- **Building Code changes from year to year**

What may be relevant today, tends to change over time – hence the requirement to plan for upgrades every 10 years or as required.

- **Unforeseen environment impacts**

Flooding, Electrical surges & Misuse/Vandalism which are not covered by either the maintenance contract or building insurance.

- 14. METAL ROOFS** - Metal roofs may have a service life of 60 years or more with proper care and maintenance.
- 15. WATERPROOFING** - Waterproofing requires replacement over time and the costs can be significant. Water penetration can affect various parts of a building or property and if not rectified promptly can lead to more expensive repairs.
- 16. WATERPROOFING** – Waterproofing membranes requires regular maintenance and replacement when signs of failure like small leaks or small cracks appear. If action is not taken immediately the costs of damage and remediation grow exponentially.
- 17. FUNDS REQUIRED** – While this report has been calculated using a 20 year timeline the report only shows the first 15 year. The closing balance appears high, but funds will be required for maintenance and improvements in the years 16-20 and ongoing from there.
- 18. MEETING** - I want to thank Geoff for meeting with me, giving me access to the building and informing me of past, current & proposed works.

## Report Notes

### Sinking Fund Plan (ACT)

This forecast satisfies the current requirements of the *Unit Titles (Management) Act 2011* which states:-

#### 81 Sinking fund

- (1) *This section applies if there are 4 or more units in a units plan.*
- (2) *An owners corporation for the units plan must establish and maintain a fund (the sinking fund)..*

#### 82 Sinking fund plan

- (1) *This section applies to an owners corporation for a units plan if the corporation is required to establish and maintain a sinking fund.*
- (2) *The owners corporation must approve, by ordinary resolution, a plan for the sinking fund (a sinking fund plan) for the 10-year period beginning on the first day of the financial year following the approval.*

#### 83 Sinking fund plan—meaning of expected sinking fund expenditure

- (1) *For this division, "expected sinking fund expenditure" means expenditure for the following purposes that the owners corporation reasonably expects will be necessary to maintain in good condition the common property and any other property it holds:*
  - (a) *the painting or repainting of any building (or any part of a building) that forms part of the common property;*
  - (b) *the acquisition of new property or renewal or replacement of property that it holds;*
  - (c) *the renewal, replacement or repair of fixtures and fittings that are part of the common property;*
  - (d) *the renewal, replacement or repair of anything else on the common property;*
  - (e) *for a building containing class A units—any purpose mentioned in paragraph (b), (c) or (d) that relates to defined parts of the building;*
  - (f) *for a building on a class B unit—any maintenance mentioned in paragraph (b), (c) or (d) that is authorised by a special resolution under section 24 (1) (g);*
  - (g) *any other capital expenses for which the corporation is responsible.*
- (2) *In this section:*

*"defined parts", of a building containing class A units—see section 24 (2).*

*"property" includes sustainability or utility infrastructure.*

#### 85 Sinking fund plan—review

*An owners corporation for a units plan must review its sinking fund plan—*

- (a) *not later than 4 years after the plan is first approved by the owners corporation (the first review ); and*
- (b) *not later than the end of each 5-year period after the first review.*

### THIS REPORT DEALS WITH THE SINKING FUND PLAN.

**Figures used and updates** - The figures used in the forecast are typical for this type of building and normal usage. The Owners Corporation has some discretion in the timing of most maintenance items. The purpose of this forecast is to ensure monies are available when required to cover foreseeable expenses.

**Contingency** - A contingency has been allowed for any unforeseen expenses. Please refer to the second page of the report.

**Interest, Taxation and Inflation** - The standard interest rate used by Solutions in Engineering is based on the Reserve Bank of Australia's (RBA) historical series for Cash Management and Online Savings Account interest rates for the past previous fifteen years. The company tax rate is applied to interest income unless Solutions in Engineering is advised that the Owners Corporation is exempt from tax on external income. The standard inflation rate used by Solutions in Engineering is based upon the entire RBA historical series for Construction, Manufacturing and Property Services inflation, commencing March 1999. While historical figures are not an accurate predictor of specific future outcomes, over the life of this report (fifteen years), interest rates and inflation should approach long-term averages. Changes in economic conditions may affect the accuracy of these figures. This report should be updated at regular intervals to ensure that any such changes are taken into account.

**General Funds Budget** - Items of a recurrent nature that are covered by the general funds budget such as maintenance contract for lifts, fire protection equipment, air conditioners, cleaning and gardening are not included. Neither are items of a minor recurrent nature with varying life spans such as light bulbs and exit light battery packs.

**Safety** - The inspection does not cover safety issues.

**Lifts** - Due to the many types of lift contracts covering varying parts and aspects of lift maintenance, no allowance is made unless instructed by the Owners Corporation Committee/Representative.

**Fire Maintenance** - We have assumed that the Fire Maintenance Contractor has covered the Fire Maintenance Items; no allowance is made unless instructed by the Owners Corporation Committee/Representative.

**Items with Indefinite Lives** - There is no allowance for replacement of items that, if properly maintained, should last indefinitely, (unless otherwise requested by the Owners Corporation). This forecast deals only with estimating the timing of physical obsolescence.

**Improvements** - The Owners Corporation may resolve to undertake improvements not related to normal maintenance. No allowance has been made for these items.

**Defects** - No allowance has been made for correction of defects resulting from faulty construction except where nominated in the report. The inspectors report summarises only issues observed during our inspection and is not a structural report.

**Ongoing Maintenance Programs** - The lives of some items overall may have been extended indefinitely due to the use of an ongoing maintenance program. When there is any doubt in our minds about how and when an item may need replacement or maintenance, we give control to the owners and the Owners Corporation. With allowances for ongoing maintenance programs, allow funds to be available for maintenance, gradual replacement or in some cases accumulation of funds for total replacement in the long term. The lives of some items can vary considerably, especially with issues such as:

- ◆ Usage.
- ◆ Accidental damage to floor tiles, which may or may not be still available or in stock.
- ◆ Fences can be maintained and replaced gradually or all at once.
- ◆ Metal and Aluminium Balustrades can last anywhere between 10 and 50 years, depending on the original quality, coatings (painting) and maintenance.
- ◆ Concrete driveways that have been cracked but are still perfectly sound and serviceable.
- ◆ Pumps and Fans can last indefinitely or wear out relatively quickly. This often depends on the quality of internal construction and finish.

**Updates** - The forecast is made with the best available data at this time. The forecast should be upgraded at regular intervals. We recommend a minimum of bi-annual updates.

**Your FREE amendment (conditions)** - In order to ensure that this service is provided to all clients in an efficient and productive manner we ask that you fully review your report and list anything you would

like changed in a single email allowing for the requested amendments to be dealt with in one effort. Due to the extra work involved and inefficiency created by an incomplete initial amendment request further amendments requests will be charged for based on the hours and effort required.

**Supply terms and conditions** - All services provided by Solutions in Engineering are supplied on the basis of **Supply Terms and Conditions** which are available from our Office and from our website [www.solutionsinengineering.com](http://www.solutionsinengineering.com)

**Please read the information and the notes on the Inspector's report to gain the most from this report.**



# RULES OF UNITS PLAN NO. 2737

## Space The Residence

### Updated 2025

These rules of Units Plan No. 2737 are the rules approved on 20 August 2025 by Special Resolution at an AGM of the proprietors of Units Plan 2737 pursuant to Section 108 of the Unit Titles (Management) Act 2011.

These rules replace the rules of Units Plan No. 2737 approved by Special Resolution at the GM held 24 April 2025.

#### 1. Definitions

(1) In these rules:

**executive committee representative** means a person authorised in writing by the executive committee under rule 14 (4).

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

**occupant** includes every person at any time present on the premises of Unit Plan No. 2737.

**rubbish** includes every description of litter, discarded material and spills of liquid or other substances.

**the Act** means the Unit Titles (Management) Act 2011 as in force from time to time.

**the Regulations** mean the Unit Titles (Management) Regulation 2011 as in force from time to time.

**UP2737** means the development known as SPACE THE RESIDENCE, the street address of which is 155 Northbourne Avenue, Turner in the Australian Capital Territory.

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

#### 2. Executive Committee

The Executive Committee shall be made up as follows:

- 5 committee members elected from the owners of units situated in the Tower building; and
- 2 committee members elected from the owners of units situated in the Forbes Street building.

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

A unit owner must pay all rates, taxes, Owners Corporation levies and any other amount payable for the unit, including debt recovery fees..

1. Any Owners Corporation levy must be paid within 28 days of the date of the levy notice, after which time interest will be charged on any amount outstanding.
2. The interest rate for amounts outstanding will be calculated at the rate of 20 percent per annum.

#### **4. Repairs maintenance and detailing**

1. A unit owner, as part of the Owners Corporation, has an obligation to maintain the valuable asset of the building in terms of its:
  - a. appearance and design integrity
  - b. engineering and construction standards
  - c. quality of fixtures and fittings
  - d. safety standards
  - e. acoustic standards, and
  - f. energy ratings
2. A unit owner must ensure that the unit is in a state of good repair.
3. All work that involves creating substantial noise must be undertaken only between 8:00 am and 5:00 pm Monday to Friday.
4. 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.

#### **4.1 Basement car parks – Owner Unit Entitlement**

1. All oil spills or leaks, acid spills or any other spillages or stains from any material, beyond fair wear and tear, must be removed by the unit owner.
2. The occupant who has caused the damage is liable to reimburse the corporation for all expenses that it incurs in rectifying the damage.

#### **4.2 Windows and balconies**

1. All window treatments including blinds and curtains that can be seen from the exterior of any unit must be white or off white in colour to ensure consistency and complement the design of the complex.
2. Balconies must be kept clean of invertebrate infestations.
3. When cleaning balconies, unit owners must direct all cleaning solutions away from the overflow spitter drains to the floor waste provided and not allow any solution to drip onto the units or ground below. Spitter drains should be blocked with either rag or some other device prior to cleaning the balcony.
4. No clothes lines shall be erected on a balcony, nor shall clothes be left to air where they may be visible from the exterior of the unit.
5. Applications to replace air conditioning systems will be considered in accordance with the Space The Residence *Appendix C Guidelines for the Replacement of Air Conditioners*, as approved at the Annual General Meeting held on 28 August 2018.
6. A unit owner must seek the approval of the executive committee and receive their written permission before installing a balcony sun control option; and the executive committee may only approve a sun control option listed in *Appendix A* to these rules.

7. In order to preserve the visual amenity of the complex and prevent creating a fire hazard, residents of units must ensure their balconies are not used as a storage area for items not in keeping with the balcony's function. In terms of general guidance – outdoor furniture, barbeques and plants would be regarded as acceptable.

### **4.3 Flooring and floor finishes**

1. A unit owner must seek approval of the Executive Committee and receive written permission before commencing a change to flooring and floor finishes. Such a change includes, for example, replacing carpet with vinyl, any kind of timber or bamboo flooring, or ceramic flooring.

***Note:** Polished concrete flooring is not permitted as it involves alteration to the slab (which is a structural element of the building) and it is not acceptable acoustically. New ceramic flooring is not permitted except in areas which had this flooring as part of the original construction, plus a maximum of five square metres adjacent to the main entry door.*

2. The Executive Committee may approve changes to or replacement of floor coverings if:
  - a) A proposal is received that sets out the type and specifications of the materials to be used including sound proofing materials. It must also include details of the acoustic edge treatment, which must be in accordance with the Building Code of Australia.
  - b) For engineered timber or laminate floors this would require an acoustic underlay equivalent to the product Regupol 4515 4.5mm.
  - c) As an alternative the proposal should include a report from an acoustic engineer (obtained and paid for by the owner) certifying that the proposed flooring and installation will have a floor impact measurement field rating less than L'nTw 45dB.

### **5. Erections and alterations**

1. A unit owner may erect or alter any structure in or on the unit or the common property only:
  - a. in accordance with the express permission of the Owners Corporation by unopposed resolution; and
  - b. in accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).
2. Permission may be given subject to conditions stated in the resolution.
3. Permission may be withdrawn by the Executive Committee or the Owners Corporation if stated conditions have not been met.
4. The owner is liable to reimburse the Owners Corporation for any cost incurred for the rectification or removal of the work.

## **5.1 Security doors and fly screens**

1. A unit owner must not install security doors or fly screens on apartment entry doors from the hallways.
2. The owner who does so is liable to reimburse the Owners Corporation for any costs incurred for the rectification or removal of the work.

## **5.2 Balcony bulkheads**

A unit owner must retain balcony bulkheads as integrated functional and architectural elements of the overall building design.

## **6 Use of common property**

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

### **6.1 Storage, placement or attachment of items**

1. No items are to be stored on, placed in or attached to any common property.
2. Sub rule (1) does not apply if the executive committee has given an owner, occupier or user of the unit written permission for that use.
3. Permission may be given subject to stated conditions.
4. Permission may be withdrawn by the Executive Committee or the Owners Corporation if stated conditions have not been met.

### **6.2 Basement car parks**

1. All occupants must park only within their allocated parking bays and must park so as to ensure that vehicles in adjacent parking bays are not prevented from having their doors opened.
2. Only registered motor vehicles, motorcycles, caravans, trailers, boat trailers and bicycles are to be parked in the units parking bays. No personal chattels are to be stored on or within the unit's garage entitlement.
3. The speed limit within the basement car parks, ramps and roadway is 10 km per hour.
4. Rule 6.2 (2) does not apply if the Executive Committee has given written permission for another type of vehicle to be parked.

### **6.3 Smoking**

1. Smoking is not permitted in any of the common areas, including the lifts, foyers, hallways or basement car parks.
2. An occupant must not throw cigarette butts or ash over balconies or discard them in any part of the common property.

## **6.4 Rubbish**

1. Occupants must remove from all areas of common property all rubbish generated by their activities.
2. Occupants must not throw or in any other way discard liquids, solid items or other materials from their balconies.
3. Occupants should assist in maintaining the overall cleanliness of the common property where it is practicable and reasonable for them to do so.
4. Where it is not practicable for the occupant to clean up rubbish, the occupant should report the rubbish to the cleaners or the Owners Corporation manager.

## **Tower Building**

5. Small amounts of household waste may be deposited in the garbage chute located at the southern end of each floor. All garbage must be securely tied in double plastic bags, of a size to comfortably fit the chute opening and not create blockages in the chute.
6. Items which are not permitted in the garbage chute are clearly marked on the chute door. No glass of any kind is to be deposited in the garbage chute.
7. Large amounts of refuse and ALL recyclables must be taken to the garbage room located in the utility room and placed in the bins provided. Large boxes must be cut down before placing them in the bins provided.

## **Forbes Street Building**

8. Large boxes must be cut down before placing them in the bins provided. Alternatively, arrangements may be made with the cleaners to put large items in the Tower Building hopper.

## **6.5 Scooters, roller blades etc**

Roller blades, skateboards, scooters (other than mobility aids) and any other non-motorized wheeled conveyances must not be used on the common property.

## **6.6 Vandalism and damage**

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

## **6.7 Activation of fire alarms, fire hoses and fire extinguishers**

1. Except in case of fire, an occupant must not do any act that activates the fire alarm or use the fire hoses or fire extinguishers.
2. Under no circumstances are fire doors to be chocked open.

3. The occupant who activates the fire alarm is liable to the corporation for all expenses it incurs in respect of the fire brigade attendance and resetting of the fire alarms.

## **6.8 Advertising signage**

1. No advertising signage, including real estate signage, is permitted in any part of the complex.
2. Sub rule (1) does not apply if the executive committee has given written permission for some other signage.

## **7 Hazardous use of unit**

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

### **7.1 Storage of hazardous liquids**

Petrol and other hazardous liquids must not be stored in any unit or basement car park or storage unit entitlement.

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

1. A unit owner must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner, occupier or user of another unit.  
*For example, smoking on balconies should be limited so as not to cause substantial annoyance to neighbours.*
2. This rule does not apply to a use of a unit if the Executive Committee has given an owner, occupier, or user of the unit written permission for that use.
3. Permission may be given subject to stated conditions.
4. Permission may be withdrawn by special resolution of the Owners Corporation.

## **9 Noise**

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

**Note:** *Note in this context refers to:*

(a) airborne noise, (for example loud conversation) that may travel from one unit to another either directly through structures such as walls, ceilings and floors, or around through open windows and doors or gaps in structures; and

(b) structure-borne noise (for example impact noise from hard-soled footwear or chair movement on hard floor surfaces) that is transmitted by causing sound/vibration within building structures.

3. 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.

4. Permission may be given subject to stated conditions.
5. Permission may be withdrawn by special resolution of the Owners Corporation.

### **9.1 Excessive noise after 11 pm**

There must be no excessive noise, for example from parties, music or loud conversation, including on balconies or common property after 11pm.

## **10 Animals**

1. A unit owner may keep an animal, or allow an animal to be kept within the unit or on common property only with the written consent of the Owners Corporation through the Executive Committee.
2. The Owners Corporation consent must not be unreasonably withheld.
3. Each application will be considered on its merits and in accordance with the guidelines approved by the Owners Corporation.
4. Provisions of rules of Units Plan 2737, as registered, apply to keeping of an animal, in particular:
  - Rule 6 – Use of common property;
  - Rule 8 – Use of unit – nuisance or annoyance, and
  - Rule 9 – Noise
5. All relevant provisions contained within the territory legislation and ACT government policies will also apply.
6. Consent will be withdrawn if there is a pattern of behavior inconsistent with the conditions of approval and the animal must be removed.
7. Withdrawal of approval will be in accordance with guidelines approved by the Owners Corporation.

## **11 Illegal use of unit**

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

### **11.1 Security**

1. Occupants must ensure that all security doors are properly closed after use.
2. A security door must not be propped open or disabled.
3. An occupant must not admit to the premises of the complex any person who is unknown to the occupant personally, or who has not been invited by them to enter.
4. An occupant must safeguard all keys and swipes to the common areas and not negligently lose them or allow them to be stolen.

## **12 Visitors' car parking and slip road**

1. The speed limit in the visitor car parking area off Condamine Street and the slip road adjacent to the Tower building is 10 km per hour.
2. Except for removal vehicles, the parking area in front of the main entry foyer of

the Tower building is for pick up and set down only. No parking is permitted in front of the Tower building.

3. Parking is permitted only within marked parking spaces in the visitors' car parking area off Condamine Street. Extended parking by residents is not permitted in the visitors' car park.
4. The grassed area in front of the ground floor apartments facing Northbourne Avenue must not be used for parking.
5. The slip lane onto Northbourne Avenue is an exit only lane, with no entry from Northbourne Avenue and entry only from Condamine Street.

### **13 Moving items into or out of the buildings**

1. An occupant moving into or out of the Tower building is limited to the period between 8 am and 5 pm Monday to Saturday and must advise the occupant's removalist of this restriction, and:
  - a. must notify the contact person nominated by the Executive Committee of the intended move, providing not less than 24 hours notice; and
  - b. must notify the contact person nominated by the Executive Committee as soon as the move is completed.
2. An occupant must not damage or soil any part of the common property when moving items into or out of the complex.
3. The occupant who has caused the damage is liable to reimburse the Owners Corporation for all expenses that it incurs in rectifying the damage.

### **14 What may an Executive Committee representative do?**

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

## **15 Seal of Owners Corporation**

For the attaching of the seal of the Owners Corporation to a document to be effective the seal must be attached by decision of the Executive Committee and either:

1. the seal must be attached in the presence of an employee of the managing agent appointed pursuant to the Unit Titles Act 2001 who shall sign the document as a witness; or
2. the seal must be attached in the presence of two (2) Executive Committee members who shall sign the document as witnesses.

## **16 Electronic Meeting**

### **Attendance**

1. 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**"), provide the unit owner is able to:
  - a. communicate with other participants in the meeting; and
  - b. participate in the meeting and engage with the other participants at the meeting.
2. 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 a quorum for the meeting.
3. There is no limit to the number of unit owners who may participate in a meeting by electronic attendance. However, the Owners Corporation and Executive Committee may require that unit owners provide notice of electronic attendance prior to the meeting to allow for practical arrangements to be made.

### **Participation**

4. Where a unit owner participates in a general meeting of the Owners Corporation or a meeting of the Executive Committee through electronic attendance the unit owners may participate in all aspects, including
  - a. participating in debate at the meeting; and
  - b. voting in resolutions at the meeting.

### **Pre-Meeting Electronic Voting**

5. Decision making at general meetings of the Owners Corporation and meetings of the Executive Committee may be undertaken by electronic means prior to a meeting ("**pre-meeting electronic voting**"). Pre-meeting electronic voting includes:
  - a. voting by means of email submission of ballot papers;

- b. voting by means of accessing a website and submitting an online ballot paper;
  - c. voting by means of utilising an electronic application and submitting a ballot paper; and
  - d. voting by alternative electronic method as agreed by the Owners Corporation or Executive Committee.
6. At least 10 days prior to the meeting, the Owners Corporation or Executive Committee must notify all unit owners that pre-meeting electronic voting is taking place and provide:
  - a. 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;
  - b. the resolution to be voted on (including any explanatory material);
  - c. instructions for completing the ballot paper and indicating the voter's choice;
  - d. 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; and
  - e. 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.
7. The Owners Corporation or Executive Committee may require that the above procedure is amended to provide for anonymous pre-meeting electronic voting.

**Note:**

These rules are the default rules under the *Unit Titles (Management) Act 2011* as amended by special resolution of an annual general meeting of the proprietors of Units Plan 2737 pursuant to section 108 of the Act on **20 August 2025**.

In the event that ACT Government guidelines change and differ from the Space Rules, the updated government guidelines will take precedence.

In accordance with Section 31 of the Unit Titles (Management) Act 2011, "Recovery of Expenditure Resulting from Member or Unit Occupier's Fault" applies. This section allows for the recovery of costs incurred due to the fault or negligence of a member or unit occupier.

In accordance with the Owners Corporation Network (OCN) guidelines regarding lithium-ion battery-powered devices, these guidelines will be adopted and incorporated into the House Rules for Space. This includes all relevant safety and usage protocols to ensure compliance and promote safe practices within our community (enclosed).

# Space The Residence



## Appendix A – Balcony/Sun Protection Options

(Original motion passed 29 July 2008; amended August 2025)

Balcony/Sun Protection Option:

A = Vistaweave Drop Awning (White)

B = Vergola Louvre (White) – Already installed

C = Vistaweave Drop Awnings and/or Full Height Glass Doors

D = Rollashield Plantation Louvre Shutters (Silver Pearl)

or for each, with the prior approval of the Executive Committee, a visually identical replacement taking into consideration its appearance from the ground and any overlooking units.

Direction: N = North, W = West, S = South, E = East

Unit	Door	Type	Unit	Door	Type	Unit	Door	Type
1	G1	A (w), D	32	202	A (w), C (n), D	63	405	A (e), D
2	G2	A (w, n), D	33	203	A (e), C (n), D	64	406	A (e), D
3	G3	A (n, e), D	34	204	A (e), D	65	407	A (e), C (s), D
4	G4	A (e), D	35	205	A (e), D	66	408	A (w), C (s), D
5	Café	Nil	36	206	A (e), D	67	409	A (w), D
6	Shop	Nil	37	207	A (e), C (s), D	68	410	A (w), D
7	F17	B (e)	38	208	A (e), C (s), D	69	501	A (w), D
8	F16	A (w), D	39	209	A (w), D	70	502	A (w), C (n), D
9	F18	A (w), B (e), D (w)	40	210	A (w), D	71	503	A (e), C (n), D
10	F10	A (w), B (e), D (w)	41	F23	B (e)	72	504	A (e), D
11	F11	A (w), B (e), D (w)	42	F22	A (w), D	73	505	A (e), D
12	F01	A (w), B (e), D (w)	43	F24	A (w), B (e), D (w)	74	506	C (e, s), D
13	F02	B (e)	44	F14	A (w), B (e), D (w)	75	508	C (w, s), D
14	F03	A (w), D	45	F15	A (w), B (e), D (w)	76	509	A (w), D
15	101	A (w), D	46	F07	A (w), B (e), D (w)	77	510	A (w), D
16	102	A (w), C (n), D	47	F08	B (e)	78	601	A (w), D
17	103	A (e), C (n), D	48	F09	A (w), D	79	602	A (w), C(n), D
18	104	A (e), D	49	301	A (w), D	80	603	A (e), C (n), D
19	106	A (e), D	50	302	A (w), C (n), D	81	604	A (e), D
20	107	A (e), C (s), D	51	303	A (e), C (n), D	82	605	A (e), D
21	108	A (w), C (s), D	52	304	A (e), D	83	606	C (e, s), D
22	109	A (w), D	53	305	A (e), D	84	608	C (w, s), D

23	F20	B (e)	54	306	A (e), D	85	609	A (w), D
24	F19	A (w), D	55	307	A (e), C (s), D	86	610	A (w), D
25	F21	A (w), B (e), D (w)	56	308	A (w), C (s), D	87	701	C (w, n), D
26	F12	A (w), B (e), D (w)	57	309	A (w), D	88	703	C (e, n), D
27	F13	A (w), B (e), D (w)	58	310	A (w), D	89	705	A (e), D
28	F04	A (w), B (e), D (w)	59	401	A (w), D	90	706	C (e, s), D
29	F05	B (e)	60	402	A (w), C (n), D	91	708	C (w, s), D
30	F06	A (w), D	61	403	A (e), C (n), D	92	710	A (w), D
31	201	A (w), D	62	404	A (e), D			

**Notes:**

1. All options listed are not included in the Sinking Fund Plan; insurance, maintenance and replacement costs are the responsibility of individual owners.
2. Drop Awnings and louvered shutters must be inline with and not extending beyond the building line.
3. Full height glass sliding doors must be inline with building line and the same as existing styles.
4. Vistaweave Drop Awnings can be used against windows on small bedroom balconies in the Tower



## **Appendix B - Privacy Policy for Space The Residence**

(Approved 13/8/2012)

### **1 Purpose**

Under the Unit Titles (Management) Act 2011, (UTMA), the Owners Corporation of Units Plan 2737 Space The Residence is required to maintain a corporate register. The corporate register contains personal information as defined under the Commonwealth of Australia Privacy Act 1988. The national privacy principles under that Act apply to the Owners Corporation in relation to the collection, use, disclosure and storage of personal information.

This policy establishes the circumstances under which personal information may be released.

### **2 Corporate Register**

The corporate register for Units Plan 2737 is maintained by the strata manager, who will ensure:

- (a) Personal information is accurate and complete;
- (b) Requested for access to personal information are dealt with without delay;
- (c) Personal information is destroyed when no longer required by law.

The UTMA requires unit owners to give the Owners Corporation for the Units Plan written notice (within 14 days) of any change to information that must be recorded in the corporate register.

### **3 Policy**

Your personal information will only be disclosed to third parties where required or authorised by law, or where you consent to the use or disclosure of information.

Your personal information is stored in a manner that reasonably protects it from misuse and loss and from unauthorised access, modification or disclosure.

Most of the personal information is or will be stored in Owners Corporation files which will be kept for a minimum of 7 years.

The national privacy principles provide you with the right to access the personal information we hold about you and to update or correct it. You can access your personal information by making a request in writing to the strata manager. You may be charged an administrative fee for providing a copy of your personal information.

In order to protect your personal information, we may require identification from you before releasing such information. Privacy requirements for closed circuit television security video recordings are dealt with in Code Practice – CCTV for Space The Residence issued in December 2009.

Complaints about any breach of this privacy policy should be addressed in writing to the Executive Committee for Units Plan 2737.

## Addendum 1 - Fact Sheet 18 Privacy

(Source: ACT Justice and Community Directorate - Corporate Register and Records)

### Overview

The Owners Corporation must by law comply with the National Privacy Principles under the Privacy Act 1988 (Cwlth) ("NPPs"). Owners corporations are bound by the NPPs. Each Owners Corporation should prepare a privacy policy which details how it generally manages personal information and safeguards privacy.

### What is new

From 21 December 2002, most private sector organisations in Australia, must by law comply with the NPPs. While these laws are not new, Owners Corporations should familiarise themselves with their privacy obligations.

### Who does this apply to?

All Owners Corporations, unit owners, executive committee members and managers.

Warning: The rules applicable to the provision of personal information are different from state to state. The ACT law is different to that in NSW.

### Issues

#### *What is personal information?*

Personal information is any information that identifies a person or information by which a person's identity can be reasonably discovered. Examples are names, addresses, marital status, taxation information, income, internet addresses (e-mail, Facebook or Twitter address details), credit card information etc.

#### *The collection of personal information*

An owners corporation should only collect personal information that is necessary for it to perform its functions.

The kinds of personal information an Owners Corporation collects and holds will depend upon the nature of the body corporate and services it is required to deliver. However it may include:

- Collection of information about members, tenants or guests. This information will include name, address, contact details (e.g. this must include inclusion formal nature required for corporate register). It may also include details about possible breaches of rules or complaints about a member.
- Collection of information about other individuals in the course of discharging functions (e.g. this may include details of trespassing on common property).

## Examples

1. An Owners Corporation is required by law to maintain a corporate register. The register contains the names and addresses for correspondence of all the owners within the Units Plan and the full names of its executive members.
2. An Owners Corporation may distribute a news-sheet or run a website for the benefit of and at the request of members. These services might seek personal information about members (and, if a website, may involve automatic collection of information including the use of 'cookies' or the collection of anonymous information for tracking usage patterns).

### *Using and Disclosing Personal Information*

Any personal information which is collected by the Owners Corporation can only be used according to law. The information should be properly maintained - it should be accurate and it should be secured.

## Examples

1. Limit access to personal information.
2. Secure or lock rooms/cabinets/files/data systems where personal information may be kept.
3. Keep a "clean desk" - when personal information is not being used, keep it secure and out of sight.

The misuse of personal information may expose the Owners Corporation to significant damages for breach of privacy. The malicious or negligent release of personal information may also expose the Owners Corporation to other forms of civil damages.

## Examples of Reasonable Use

1. The Owners Corporation provides the corporate register to the secretary or the corporation manager to manage on behalf of the Owners Corporation.
2. An outgoing secretary (or manager) provides the corporate register to the incoming secretary of the Owners Corporation.
3. The secretary or manager provides personal information about an owner or tenant in accordance with the law to:
  - A person (when required to do so by law);
  - A tradesperson (when necessary to prevent damage to common property);
  - An insurer (for the purpose of meeting insurance obligations).
4. The secretary or manager writes/emails members at their last known address to inform them of a meeting or other matter appropriately addressed by the body corporate.
5. The secretary or manager provides personal information about members to the Owners Corporation Executive Committee when necessary for the performance of its functions.

6. A manager provides the corporate register to the secretary or the Owners Corporation Executive Committee with notice of a resolution to that effect.
7. The secretary or manager provides access to an owner to ensure their own personal information is accurate, and to suggest corrections.

### Examples of Inappropriate Use

1. A person sells personal information from the corporate register to another.
2. A person gives personal information from the corporate register to a member of the press.
3. A person leaves a copy of the corporate register where it can be accessed by a person who is not authorized to see it.
4. A secretary or manager gives personal information from the corporate register to another member so that the member may contact them about a personal matter (unless that other person has consented to the release of the personal information).

Note: A member may volunteer information about themselves to an Owners Corporation (beyond what is required by law) – this information cannot be used unless the member also agrees to its use.

### Examples of Use Which Might Be Authorised

Any person may authorise the release of their own personal information.

1. The release of names and birthdays in a social news-sheet issued by the Owners Corporation.
2. The release of all personal information to all other members of the Owners Corporation.

### Privacy Policies

Because there may be confusion about whether and in what circumstances personal information should be released (e.g., whether a unit owner can access the corporate register, and the extent of information these persons can access), it is desirable for the Owners Corporation to establish a privacy policy.

Anyone whose personal information may be dealt with by the policy should be asked to agree to the policy. In some cases, this will occur at the time the policy is agreed; in other cases, it may simply be sent out as part of an agreed process. A policy which provides for release should only apply to those who agree. If it is intended to apply to future residents, consideration will need to be given to making it a rule.

A Policy might deal with a number of matters:

- Who is accountable for privacy issues (ordinarily, this will be the secretary or manager).  
The accountable person should ensure:
  - o Personal information is accurate and complete.
  - o Requests for access are dealt with without delay; and

- Personal information must be destroyed or made anonymous when no longer required by law.
- Information to owners and tenants about:
  - where consent is not required or is implied for managing personal information (e.g., collection for the corporate register, provision to managers).
  - The need to obtain consent before collecting, using, or disclosing personal information; and
  - Why personal information is being collected and how it is being used and whom it is being disclosed;

## How can I contact another member for a private purpose?

*I want to contact the good-looking guy/girl in flat*

In the ACT, an Owners Corporation, secretary or manager cannot give you this information from information held by the Owners Corporation.

## How can I contact another member to discuss a body corporate matter?

*I want to talk to other members about a problem I have in the body corporate (eg no/se, poor management, inappropriate actions by another member) but I don't know their names/contact details.*

In the ACT, an Owners Corporation, secretary or manager cannot give you this information from information held by the Owners Corporation. You may request that the secretary or manager ask other members to contact you or you may write letters to the relevant addresses setting out your issues or, if available, place notices in permitted locations to similar effect.

If the issue is a matter which should be addressed at a meeting of the body corporate or executive committee (or by the manager), you may ask the appropriate person to have it dealt with there.

Alternatively, members may agree - through a privacy policy - about the circumstances in which their personal information may be given to another.

## Resources

Unit Titles (Management) Act 2011, Legislation Act 2001 ([www.legislation.act.gov.au](http://www.legislation.act.gov.au))  
 Privacy Act 1988 (Cwlth) ([www.comlaw.gov.au](http://www.comlaw.gov.au))

## Disclaimer

The factsheets are intended to guide users of the legislation, including unit owners, executive committees and managers to meet their requirements under the law.

While reasonable steps have been taken to ensure the information in this guide is accurate, you should not rely solely on that information. The factsheets do not constitute legal advice. If you are uncertain of your legal obligations or rights or if you are having a dispute involving an Owners Corporation, you should seek independent legal advice.

## **Addendum 2 - Factsheet 19 Corporate Register and Records**

(Source: ACT Justice and Community Directorate -Corporate Register and Records)

### **Overview**

The Owners Corporation must maintain a register of the names of the unit owners in the units plan and their addresses for correspondence. Unit owners are required to inform the Owners Corporation of any change in their name or address for correspondence or any change in ownership or occupation of their unit.

### **What is new**

There are no new rules about the corporate register.

### **Who does this apply to?**

These rules apply to all Owners Corporations, unit owners and executive committee members.

### **Issues**

Owners corporations are required by law to maintain a corporate register. The register contains the names and addresses for correspondence of all the unit owners in the units plan and the full names of its executive members.

It is necessary for the Owners Corporation to keep this information so that it can send out correspondence to its members, including the proposed general funds budget (prior to the annual general meeting), notices of levies contributions, notices of upcoming general meetings and minutes of meetings.

For this reason, and so that the Owners Corporation can meet other functions under the law, existing unit owners are required, within 14 days, to inform the Owners Corporation of:

- an agreement to transfer their unit;

- any change to their name or address for correspondence;
- a change in the occupancy of the unit; or
- a vacancy of the unit that is expected to be longer than 30 days.

New unit owners in the units plan must notify the Owners Corporation within 14 days of the registration of the transfer (or other instrument that made the person the owner) that he or she is the new owner, his or her name and his or her address for correspondence.

Unit owners may not want to provide personal information to the Owners Corporation for a number of reasons, including concerns over their privacy. The issue of privacy is considered further in this factsheet and examined in more detail in factsheet 18.

The executive committee is responsible for carrying out the functions of the Owners Corporation under the Act. This includes sending out notices to unit owners under the Act. The executive committee is also required to keep the records of the Owners Corporation.

It is the executive committee that is responsible for maintaining the corporate register.

Many Owners Corporations choose to engage a manager, in which case the executive committee can delegate some or all of its functions under the Act to the manager. One of these functions may include maintaining the corporate register.

There may be confusion about whether and in which circumstances a unit owner can access the corporate register, and the extent of information the person can access.

Firstly, where an executive committee has delegated to a manager its functions, including maintaining the corporate register, the manager should allow access to the executive committee where the committee has a need, based on reasonable grounds, to access it. This need may be evidenced by a resolution of the executive committee.

The reason a manager should normally permit the committee to access the corporate register is that the law in the ACT about delegations of functions generally (contained in the Legislation Act 2001) is that a person who has delegated a function under an Act is still responsible for ensuring the function is carried out properly, and is also able, notwithstanding the delegation, to carry out the function. If the executive committee wishes to exercise one of its required functions under the Act, access to the corporate register may be necessary.

For unit owners who are not committee members, the Act (at section 116) provides a basic threshold of information that must be provided on request by an eligible person on payment of the required fee. That is, information about the unit and the common property.

But does a unit owner have a right to access more information in the corporate register than this? For instance, if a unit owner wishes to petition the Owners Corporation to quash a reduced quorum decision, can he or she force the executive committee (or manager) to provide access to the corporate register so he or she can write to all the unit owners?

In the absence of consent being given by unit owners for their personal information contained in the register being provided to a unit owner, the short answer is "no".

Firstly, as the corporate register contains personal information about individuals, the National Privacy Principles ('the NPPs') under the Commonwealth Privacy Act 1988 apply to the collection, storage and use of that information by the Owners Corporation (as it is a corporate entity) and the manager (if the manager is a company).

This means that personal information about individuals cannot be used by the Owners Corporation (or manager) as it pleases.

To avoid a contravention of the NPPs, an entity which collects, stores or uses personal information needs, for example, a legislative requirement or authorisation to do so, or consent.

The Unit Titles (Management) Act 2011 provides a legislative requirement to collect and store information about unit owners, and a requirement to provide information about a unit to an eligible person for that unit and the common property on request (and payment of the fee).

This means that it is not a contravention of the NPPs to maintain a corporate register or comply with the basic threshold requirement in section 116 because there is a law that requires or authorises it.

A way to protect unit owners 'privacy (and avoid a contravention of the NPPs) and prevent any ambiguity is for an Owners Corporation to make a rule about who can access the corporate register and in what circumstances.

For example, an Owners Corporation could make a rule that allows a unit owner to have access to all names and addresses of unit owners who have freely consented to their personal information being accessed by other unit owners for specified purposes.

Provided the personal information is being used for a purpose that is consistent with the consent that has been given, it is unlikely that the National Privacy Principles would be contravened by providing a unit owner with the names and addresses of consenting unit owners.

## **Resources**

Unit Titles (Management) Act 2011, Legislation Act 2001 ([www.legislation.act.gov.au](http://www.legislation.act.gov.au)) Privacy Act 1988(Cwlth) ([www.comlaw.gov.au](http://www.comlaw.gov.au))

If you need interpreting help, telephone: Translating and Interpreting Service - 131 450.

## **Disclaimer**

The factsheets are intended to guide users of the legislation, including unit owners, executive committees and managers to meet their requirements under the law.

While reasonable steps have been taken to ensure the information in this guide is accurate, you should not rely solely on that information. The factsheets do not constitute legal advice. If you are uncertain of your legal obligations or rights or if you are having a dispute involving an Owners Corporation, you should seek independent legal advice.

## **Appendix C - Guidelines for the Replacement of Air Conditioners**

Approved on 29 November 2022.

This document provides guidelines for the replacement of split-system ducted air conditioners installed within the Space the Residence apartment units as approved at the Annual General Meeting 29 November 2022. The replacement of air conditioners may be either like for like or balcony floor mounted type. Owners are responsible for their own air conditioner costs. The general principle applying to both like for like and balcony floor mounted replacement units is that owners shall undertake any necessary building works to suit new air conditioning unit sizes, subject to the approval of the Executive Committee and following the principle of minimising disturbance to other residents. Building works may include, but not be limited to, an upgrade to electrical cabling and circuit breaker, replacement of the existing indoor (fan coil) unit in the ceiling space; and replacement of refrigerant pipes connecting the outdoor and indoor units.

Please note, the Owners Corporation requires that the architectural integrity of the building, including its balconies, is maintained.

### **1. Replace with Like for Like Units.**

- a) All owners may replace their existing outdoor (condensing) unit within the patio or balcony soffit, or in the Plant Room as applicable, with a new unit in the same location.
- b) New units must make new connection to condensate drainage system.
- c) The replacement unit must maintain acoustic performance in line with current ACT guidelines. Please seek advice from the Body Corporate Manager, BCM, if assistance is required.

### **2. Replace with Balcony Type Outdoor Units.**

- a) Owners may replace their existing outdoor unit within the patio or balcony soffit as applicable, with a balcony floor mounted condensing unit located ideally against the patio/balcony wall adjacent to the condensate drainage point, gas pipes and electrical cables.
- b) New units must make new connection for condensate drain to stormwater downpipe; extend gas pipes and electrical cables from balcony soffit to condensing unit; conceal pipe and cable within service trunking.
- c) The replacement unit must maintain acoustic performance in line with current ACT guidelines. Please seek advice from the BCM if assistance is required.
- d) The balcony floor mounted unit must sit on a waterproof mat to minimise noise and contain spills.
- e) Balcony floor mounted units shall not be able to be seen when viewed from outside

ground level. The Air Con Plant must not be higher than the balcony balustrade except where there is a demonstrated case for a larger plant to adequately heat or cool an owner's apartment and that, subject to the approval of the Executive Committee of the Owners 'Corporation, owners may replace their existing outdoor unit within the patio or balcony soffit or in the plant room, as applicable, with a balcony floor-mounted condensing unit located ideally against the patio/balcony wall adjacent to the condensate drainage point, gas pipes and electrical cables.

- f) The existing ceiling bulkhead must be retained.
- g) The balcony floor mounted unit shall be placed sufficiently clear of the balustrade to avoid a person [especially, of course, a child] climbing and falling from the balcony.
- h) The colour of the balcony floor mounted unit and services trunking shall be white or off-white in colour to ensure consistency and compliment the design of the building.

### 3. Approval

- a) Approval by the Executive Committee will be required for balcony floor mounted condensing units and when the Owner proposes to alter any structure in or on the apartment unit or the common property.
- b) A written submission must be given by the Unit Owner to the Executive Committee 21 days prior to the intended date of installation. This submission must include the proposed method of concealment of the outdoor unit.
- c) The Unit Owner shall arrange for an inspection of the work by an authorised member of the Executive Committee or the BCM on the day of completion of the work.
- d) Endorsement of the installation by the Executive Committee will only occur if all stated conditions have been met.
- e) The Unit Owner is liable to reimburse the Owners Corporation for any costs incurred for the rectification or removal of work.

**NOTE:** The Owners Corporation, by Special Resolution, resolved to adopt and adhere to the proposed, and if applicable, amended at the AGM 2022, Owners Corporations Rules, which will supersede and replace all other Rules previously in force. A copy of the Rules is to be registered on title by L J Hooker Strata with Access Canberra within the prescribed time.

## **Appendix D - Managing Risks Associated with Lithium-Ion Batteries**

In accordance with the Owners Corporation Network (OCN) guidelines regarding lithium-ion battery-powered devices, all strata owners, residents, and managers are expected to be aware of the associated risks and to adopt proper practices to minimise these risks. Residents will adhere to the guidelines provided by the Owners Corporation Network (OCN) of the ACT as outlined in this appendix.

Residents will adhere to the guidelines provided by the Owners Corporation Network (OCN) of the ACT as outlined in this appendix; PROVIDED THAT the charging and re-charging of Lithium-Ion batteries for e-Bikes and eScooters is NOT permitted in buildings, including basements, compromising Unit Plan 2737, such that said charging and recharging is performed outside and away from combustible materials.

Many modern electric devices are powered by Lithium-Ion (Li-Ion) batteries - from eBikes and eScooters to mobile phones and other household appliances. Fire authorities and insurance companies have issued warnings that if Lithium-Ion batteries are poorly manufactured, or are handled, stored, charged, discharged or disposed of incorrectly, they can catch fire or explode.

All strata owners, residents and managers are expected to be aware of the risks and embrace proper practice to minimise these risks:

1. **DO NOT** charge a battery with anything *except* the charger that was supplied for that battery type. A non-compliant charger will not communicate with the battery and cut power supply when charging is complete.
2. **DO NOT** over-charge the batteries by leaving them on charge any longer than necessary – for example, overnight. They can overheat, emit toxic gases and catch fire. Disconnect the charger when charging is complete. Simple low-cost timers that automatically cut power after a specified period are readily available.
3. **DO NOT** charge a device in a location near combustibles (*blankets, clothes, curtains etc*). Such materials can spread the fire quickly. Equipment should only be charged in a well-ventilated area and on a heat-resistant, non-combustible surface. If practical, charge equipment in an outdoor area.
4. **DO NOT** expose batteries to heat, liquids or physical trauma, especially while they are charging. Such conditions increase the risk of overheating and catching fire.
5. **DO NOT** dispose of Li-Ion batteries in garbage bins – they can release toxic chemicals and suffer damage that culminates in a fire. Terminals should be insulated with tape, and batteries disposed of at an authorised recycling facility.

**WARNING SIGNS** of a high-risk situation include odours, smoke, leakage, case discolouration, blistering, bulging or abnormal popping, hissing or crackling sounds emanating from the battery or battery-powered device.

If you observe such warning signs:

- **TURN OFF THE POWER** immediately and unplug the charger.
- Only **IF SAFE TO DO SO, MOVE THE DEVICE** well away from anything combustible.

In the event of a fire breaking out:

- **DO NOT** attempt to extinguish it *unless* the fire is minor and in a well-ventilated location *and* you have a fire extinguisher specifically designed for Li-Ion fires.
- **EVACUATE THE UNIT OR ADJACENT AREA**, and if possible, seal the area by closing any fire-proof doors.
- **CALL 000 FOR THE FIRE BRIGADE** and alert them to the Li-Ion source of the fire.
- **WAIT IN A SAFE LOCATION** for the emergency services to arrive.

Under Section 31 of the Unit Titles (Management) ACT, the deliberate or negligent breach of these important safety guidelines can render a resident liable for any consequential damages caused to the Common Property or other Units.

# Unit Titles (Management) Act 2011 – Form 1

## NOTICE OF REDUCED QUORUM DECISIONS

### Part A Details of reduced quorum decisions<sup>†</sup>

**A1 The Owners—Units Plan No**

**A2 General meeting**

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made— 18.09.2024

*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
18.09.2024	As per attached Minutes

**A4 Owners corporation declaration**

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

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



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

# NOTICE OF REDUCED QUORUM DECISIONS

## Part B General information

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

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

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

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

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

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

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

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

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

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

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

The petition must—

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

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

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

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

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

# MINUTES OF ANNUAL GENERAL MEETING

**Units Plan No. 2737 – SPACE THE RESIDENCE**

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<b>MEETING DATE</b>	Wednesday 18 September 2024
<b>MEETING TIME</b>	5:30 PM
<b>MEETING LOCATION</b>	2 Bancroft Street, Dickson, ACT 2602 St Brigids Hall

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# MINUTES OF ANNUAL GENERAL MEETING

## UNITS PLAN NO. 2737 - SPACE THE RESIDENCE

**MEETING DATE & TIME** Wednesday 18 September 2024  
**LOCATION** 2 Bancroft Street, Dickson, ACT 2602  
St Brigids Hall  
**MEETING TIME** 5:30pm

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**Members Present:** C McVeigh (Unit 1), P Burtenshaw-Davies & E Burtenshaw-Davies (Unit 3), J Baker (Unit 4), A Cyrillo & A Cyrillo (Unit 17), J Abrams (Unit 18), M Hill & D Hill (Unit 19), R Fieldhouse (Unit 25), J Davies (Unit 30), J Solomos & T Dambiec (Unit 31), H Withnell (Unit 40), G Wood & L Dickins (Unit 43), J Harvey (Unit 54), H Sayers (Unit 58), R Dawson & K Dawson (Unit 59), L Chapman (Unit 61), S Tapsuwan (Unit 62), R Calvert & V Calvert (Unit 67), J Patroni (Unit 74), M Freemantle (Unit 76), P Thornhill (Unit 77), G Holland (Unit 78), A Digby (Unit 79), R Beeton & R Beeton (Unit 82), J Rule (Unit 86), D Clarke (Unit 87), and F Morella (Unit 89 & 90) and T Wilcock as guests

**Apologies:** K Gale (Unit 23), C Cerullo (Unit 47)

**Proxy Vote:** G Holland, representing K Gale & Y Gale (Unit 23)  
R Beeton, representing A Brown (Unit 83) and T & D Matthews (Unit 84)  
C Loan, representing M Griffin (Unit 91)  
Chairperson, representing T McMahon (Unit 71) and S, K & N Harte (Unit 7)

**Absentee Vote:** B Phillips (Unit 60) and M Green (Unit 68)

**Quorum Status:** Quorum was not present. The meeting ran with a Reduced Quorum as provided by the provisions of the Unit Titles (Management) Act.

**Representative:** M Tett and A Fenton from LJ Hooker Strata Management.

**Chairperson** G Wood was confirmed Chairperson for the meeting.

**Chairperson Report:** T. Wilcock (Chairperson until 15 August 2024) attended the meeting as a guest and gave a report.

**Treasurer Report:** G Holland provided the report (the Treasurer was an apology).

## MOTIONS

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1. **MINUTES OF THE PREVIOUS ANNUAL GENERAL MEETING** **Ordinary Resolution**  
**Motion 1:** That the minutes of the previous Annual General Meeting held 9 October 2023 are confirmed.

**Matters arising from the 2023 AGM Minutes:**

- **Energy (Electricity Power Capacity) Audit.**  
M Hill spoke to the item and provided an update on the energy audit and the potential impact on the building's capacity to provide electric vehicle charging. We are awaiting a report from consultant JRA, which will be passed on to owners after finalisation.
- **Sinking Fund Review Report – as per motion 6 2023 AGM**  
The Executive Committee (EC) is currently operating on the 2021 Sinking Fund Forecast. We are in the process of reviewing and updating this forecast, which will be presented to owners at the 2025 AGM.

**CARRIED**

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2. **INSURANCE** **Ordinary Resolution**  
**Motion 2:**

a) That upon renewal of the insurance policy, quotes will be obtained and discussed with the Executive Committee.

**CARRIED**

b) That the Owners Corporation consider any new or outstanding insurance claims. Noting that there are no/open claims for UP2737.

**CARRIED**

c) That the Owners Corporation agrees to obtain an insurance valuation and that the insurance coverage be adjusted in accordance with that valuation, in consultation with the Executive Committee.

**CARRIED**

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3. **PRESENTATION OF ANNUAL FINANCIAL STATEMENTS** **Ordinary Resolution**  
**Motion 3:** That the audited financial statements be accepted as presented for financial year ending 30 June 2024

**CARRIED**

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4. **ADMINISTRATIVE FUND INCOME AND EXPENDITURE** **Ordinary Resolution**  
**BUDGET APPROVAL**

**Motion 4:** That the Owners Corporation agrees to the proposed Administrative Fund expenditure budget of **\$441,280.00 plus GST** and agrees to determine a levy equal to the proposed Administrative Fund income budget of **\$441,280.00 plus GST** for the period 1 July 2024 to 30 June 2025 and to be contributed in accordance with unit entitlements. Payment to be made over 4 quarterly periods paid in advance on **1<sup>st</sup> September 2024, 1<sup>st</sup> December 2024, 1<sup>st</sup> March 2025 and 1<sup>st</sup> June 2025**

**CARRIED**

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## 5. SINKING FUND PLAN ADOPTION

### Ordinary Resolution

**Motion 5(i):** That in accordance with s86 of the Unit Titles (Management) Act 2011, the Owners Corporation agrees to amend the sinking fund plan, to allow expenditure of estimated **\$55,000 inc GST** on the installation of **Solar Panels** on the common property.

M Hill presented the summary sheet included in the email to the owners.

#### Questions from the Floor:

- **Monitoring:** The EC will oversee the monitoring of the installation and operation of the solar panels.
- **Insurance Implications:** There are no known complications regarding insurance.
- **Feed-in Tariff Revenue:** This will provide an offset on utility bills, according to prevailing market rates.
- **Batteries:** The meeting noted that the anticipated return on an investment in battery storage is not yet viable for our buildings, and that the EC will monitor the situation because the cost and benefit are expected to change in the future.
- **Installation Damage:** A 10-year warranty is provided for installations.
- **Maintenance:** Concerns were raised about potential damages to apartments below during the installation process. The meeting noted that the building insurance and Owners Corporation will manage any adverse impacts from the installation.

**CARRIED**

**Motion 5(ii):** That in accordance with s86 of the Unit Titles (Management) Act 2011, the Owners Corporation agrees to amend the sinking fund plan, to allow expenditure of estimated **\$26,000 inc GST** on the **NBN Fibre Upgrade** on the common property.

J Solomos presented the summary sheet included in the email to the owners.

Current NBN service relies on copper technology, which is at its limit, with no upgrade plans from NBN Co. The government has initiated a scheme to upgrade the "last mile" by bringing fibre into apartments. The cost for the Owners Corporation for this upgrade is \$227 per unit, totalling \$26,000 including GST. The upgrade will be provided to the door of all units. Connection inside each unit will be optional and discussed with owners before installation, noting that later connection or special installation requirements are likely to involve an additional cost to be borne by the individual unit holder.

#### Questions from the Floor:

- **Installation Process:** Fibre will be installed from the basement car park through the spine of two towers, with a clear track leading to each apartment's communication room, except for the first floors. Similar installations will occur in the Forbes Street building.
- **Future Upgrades:** If an owner elects to upgrade their unit later, a panel will be left near the door with wiring.
- **Design and Installation:** The design will be clarified during installation for all accessible units, with EC and individual owner involvement in advising NBN prior to commencing installation. The EC will discuss installation details with NBN and explore whether there is an option for in-wall installation and whether a sample of the proposed clear track cabling and termination points can be shared with owners.
- **Existing Providers:** The maximum speed offered is 1,000 Mbps with a minimum of 25 Mbps, and owners can still decide their own service providers.

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- **Maintenance Responsibilities:** NBN has confirmed in writing that they will take responsibility for any maintenance issues.

**CARRIED**

**Motion 5(iii):** That in accordance with s86 of the Unit Titles (Management) Act 2011, the Owners Corporation agrees to amend the sinking fund plan, to allow expenditure of estimated **\$35,000 inc GST** on the **Security and Surveillance Camera Upgrade** on the common property.

J Solomos presented the summary sheet included in the email to the owners.

**Questions from the Floor:**

- **Quality:** Current monitoring of CCTV is challenging due to quality issues.

**CARRIED**

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**6. SINKING FUND LEVY APPROVAL** **Ordinary Resolution**

**Motion 6:** That the Owners Corporation determine a sinking fund levy of **\$153,307.85 plus GST** for the period 1 July 2024 to 30 June 2025 and to be contributed in accordance with unit entitlements. Payment to be made over 4 quarterly periods paid in advance on **1<sup>st</sup> September 2024, 1<sup>st</sup> December 2024, 1<sup>st</sup> March 2025 and 1<sup>st</sup> June 2025.**

**CARRIED**

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**7. CLADDING FUND LEVY APPROVAL** **Ordinary Resolution**

**Motion 7:** That the Owners Corporation determine a Cladding Fund Levy of **\$23,798.16 plus GST** for the period 1 July 2024 to 30 June 2025 and to be contributed in accordance with the unit entitlements of the eight Macquarie Bank Loan Owners. Payment be made over 4 quarterly periods paid in advance on **1<sup>st</sup> September 2024, 1<sup>st</sup> December 2024, 1<sup>st</sup> March 2025 and 1<sup>st</sup> June 2025.**

**CARRIED**

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**8. MAINTENANCE PLAN REVIEW** **Ordinary Resolution**

**Motion 8:** That the Owners Corporation agrees to review the maintenance plan.

**CARRIED**

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**9. MAINTENANCE ISSUES AND MAINTENANCE CONTRACTS** **Ordinary Resolution**

**Motion 9:** That the Owners Corporation consider any new or outstanding maintenance issues, and maintenance contracts coming up for renewal.

**CARRIED**

**FIRE SAFETY REVIEW**

The Owners Corporation must undertake a Fire Safety Review for provision and compliance with the National Construction Code fire safety requirements.

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**10. CONSIDERATION OF BUILDING DEFECTS** **Ordinary Resolution**

**Motion 10:** That the Owners Corporation consider any physical building structural defects.

- **Wind/Noise Issues:** An owner raised concerns about wind and noise coming through the roofs, particularly in areas where wooden spacers are used. It's possible

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that an animal may be present in the roof cavity. The EC will investigate the matter.

- **Intercom System:** The current intercom system requires replacement, as it cannot be repaired. The incoming EC will seek quotes for an upgrade in the next financial year.
- **Internal Pipe Leaks:** An owner reported that there are loose joints in the internal pipes, leading to leaks. The Strata Manager reminded all owners of their maintenance responsibilities regarding their pipework and offered to provide the contact details of the complex plumber if needed.
- **Cleaners Smoking in Common Areas:** It has been noted that cleaners have been smoking in the common areas. This is to be monitored.

**CARRIED**

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**11. APPOINTMENT OF MANAGING AGENT**

**Ordinary Resolution**

**Motion 11:** That in accordance with the Unit Titles (Management) Act 2011:

a) LJH Strata (ACT) Pty Limited trading as LJ Hooker Strata ACT be appointed as Manager of Units Plan No 2737 for one (1) year

b) The owner's corporation delegate to the Agent all the functions of:

- i) the owner's corporation (other than those listed in the Act); and
- ii) its secretary and treasurer necessary to enable the agent to carry out the 'agreed services' and the 'additional services' as defined in the written agreement and
- iii) the delegation to the Agent is to be subject to the condition and limitation in the Management Agreement.

**CARRIED**

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**12. EXECUTIVE COMMITTEE**

**Ordinary Resolution**

**Motion 12:** That the Owners Corporation create between 3 and 7 Executive Committee positions, and those positions be filled by nominated owners with 5 from the Tower and 2 from Forbes St.

The 5 positions filled are: M Hill (Unit 19), J Solomos (Unit 31), G Wood (Unit 43), R Dawson (Unit 59), R Beeton (Unit 82),

**CARRIED**

**ADEQUACY OF AUTHORISATIONS, DELEGATIONS & APPOINTMENTS**

The Executive Committee will review the adequacy of current authorities, delegations, and appointments.

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### 13. ALTERNATIVE SPACE RULES

### Special Resolution

**Motion 13:** In accordance with Section 108 of the Unit Titles (Management) Act 2011, the Owners Corporation agrees to endorse the registration of the 'Alternative Rules,' with any costs associated with registration to be paid from the Administrative Fund.

Changes are:

- Owners' Corporation Network ACT guidelines for lithium-ion batteries
- Reference to Section 31 of the Unit Titles (Management) Act 2011
- Note that If the ACT Government issues any updates to the guidelines that differ from the Space Rules, the ACT Government's guidelines will take precedence.

An owner proposed an amendment to the House Rules, Appendix D, with the following wording:

"PROVIDED THAT the charging and re-charging of Lithium-Ion batteries for e-Bikes and e-Scooters is NOT permitted in buildings, including basements, compromising Unit Plan 2737, such that said charging and recharging is performed outside and away from combustible materials."

Yes: 21

No: 3

Abstain: 10

**Secretarial Note:** The EC has noted that Rollarshield Plantation Louvres are no longer produced by the manufacturer, as specified in the House Rules. Alternative local companies, such as Watson Blinds, may provide a suitable alternative. The EC will review any applications for shutters if submitted.

**CARRIED**

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### GENERAL BUSINESS

The meeting noted internal courtyard advice from Kerin Benson Lawyers on responsibility to repair/maintain. It was noted that this is an ongoing matter.

The meeting noted three matters raised concerning insurance:

#### **Inquiry on Commission Payment to LJ Hooker ACT and Collective Insurance Brokers**

The strata manager (SM) noted that LJ Hooker receives a commission as an authorised representative acting on behalf of the insurer. This includes ongoing training to remain compliant. This insurance arrangement is detailed in the AGM meeting paperwork and is part of the Strata Management Agreement.

#### **Justification for Commission Payments**

The SM noted the commission covers the following services the SM provides: arranging insurance, coordinating valuations and renewals, obtaining quotes, and processing insurance claims as required. An owner queried this justification from the strata manager. The meeting agreed these matters should be examined in detail by the new Executive Committee.

#### **Insurance Premium Without Commission**

The SM noted current commissions are as outlined in motion 2. The SM is unable to provide an accurate estimate of the insurance premium if the commission to LJ Hooker ACT was not paid. Should the Owners Corporation decide against paying these

commissions, they can choose to undertake the insurance procedures outlined in point 2 independently.

It was agreed that the incoming Executive Committee would look at this matter during this financial year.

**Meeting closed:** 7:45pm

**(1) Audited Financial Report 30 June 2024****Administrative Fund**

Owners Funds 30 June 2022 \$25,020.47                      30 June 2024 \$108,496.88

Cash at Bank 30 June 2022 \$25,376.15                      30 June 2024 \$101,109.00

The Budget Surplus in 2024 year was \$42,577.53 compared to \$40,898.88 in 2023 year.

The 2 previous years, 2021 and 2022, showed substantial Budget Deficits.

The 3 Repairs and Maintenance expenses had a combined budget of \$66,000.00 and combined actual expenses of \$39,059.41, a budget surplus of \$26,940.59.

**Sinking Fund**

The Owners Corporation resolved at the 2023 AGM to close the Cladding Fund and transfer the Cladding balances on the Balance Sheet, including Cladding Bank Balance, to the Sinking Fund. This transfer took place during November 2023 and resulted in the Cladding Fund being in a net deficit of \$21,968.55. This required an equivalent amount of \$21,698.55 to be transferred from the Sinking Fund. Refer Note 5 Auditors Report. This transfer of balances included \$83,628.43 in the Bank Balance Cladding A/c. There was a final surplus of \$6,013.38 in the Cladding Fund at 30 June 2024 being levies due 1 June 2024 from the 8 Macquarie Bank Loan owners.

Total Sinking Fund cash at 30 June 2024 was \$287,495.72, consisting of Cash at Bank \$135,047.41 and Term deposits \$152,448.31.

**(2) Budget 2024/2025****Administrative Fund**

Budget expenses total \$441,280.00 an increase of 14.32% on actual 2023/2024 expenses. With GST added Budget Levies will be \$485,408.06, an increase of 3.20%, compared to the Canberra CPI of 3.1%.

**Sinking Fund**

Total Levies ex GST are \$153,307.85, comprising Sinking Fund Plan of \$132,216.94 plus \$21,090.91 for the 3 additional items (Motion 8 at AGM) being amortized over 5 years. The levy will be adjusted if any of the 3 items are not approved. With GST added total Budget Sinking Fund Levies will be \$168,638.64, an increase of 24.65%.

Total Admin and S/F Budget Levies are \$654,047.00 incl GST, an increase of 7.99%.

**Cladding Fund**

There are 8 owners paying a quarterly levy totaling \$5,997.54 off the Macquarie Bank Loan. The total annual levies of \$23,798.16 is the same as the 12 monthly repayments of \$1,983.18 on the MB Loan. The monthly repayment to the bank, for the remaining 5 years, will be reviewed in October 2025. The quarterly levy will be increased to equal the new bank repayment.

**Kevin Gale****Treasurer UP 2737 Executive Committee.**

# Space Apartments Solar PV System Proposal

## Summary Sheet

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The Space Apartments Executive Committee (“EC”) meeting of February 2024 resolved that enquiries would be made regarding the installation of a solar PV system (“solar system”) on the roof of the apartments. The power produced by the solar system would be utilized in common property areas, not individual units.

This Summary Sheet provides supporting information and a summary of the quotation by ActewAGL in relation to the supply and installation of a solar PV system (“system”) for Space Apartments. The quotation is included as a link in the Annual General Meeting Notice for the 2024 meeting and relates to Motion 5(i) (Sinking Fund Plan Adoption).

1. The power produced by the system would be utilized in common property areas and not in individual units. Examples of uses in common property areas are for lighting (basements external garden, breezeway, plant room, utility room and hallway areas) and for lift, garage door and entrance door operations.
2. Details of the system, installation and cost/benefits are contained on pages 23 to 26 of the quotation.
3. The size of the system was determined by ActewAGL after taking into account the capital cost, safety and grid feed-in issues.
4. In future, the size of the system can be expanded by the installation of further panels.
5. As storage battery technology advances and battery costs reduce, expansion of the solar system in the future could allow common property power requirements to be satisfied by the solar system without the need for power from the grid.
6. The installation of the system will be carried out by ActewAGL installers with many years of experience in these matters. A structural engineer will check and oversight the installation of the panels on the roof.
7. Our current electricity bill is approaching \$25,000 per annum for both the tower and Forbes Street and, if the recommendation is accepted, ongoing savings are expected to be significant.
8. The cost of the system is \$54,879 (including GST) and ActewAGL offer terms of a 30% deposit as quote acceptance and the balance to be paid in equal monthly instalments over 12 months.
9. There will be additional minor costs for an internet connection and equipment (<\$500) and ongoing annual costs for cleaning and maintenance of the panels of \$1,200 - \$1,500.
10. The current feed-in tariff of \$0.08c/kWh is not fixed and may vary.

11. The Federal Government Small-Scale Technology Certificate (STC) benefit of \$13,716 (ex GST) has been applied to the cost of the system.
12. Space Apartments is not eligible for the Federal and ACT Governments Solar for Apartments Program.

## Space Apartments NBN Proposal Summary Sheet

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The present internet connection for Space dates from the time of the building's construction.

This proposal updates internet access for resident use in each unit, and for our fire service, lift and security systems.

All works will be completed to Australian standards and will require new cabling and new access routes.

Fire proofing certification will be performed on all penetrations requiring it. All penetrations will be sealed with a fire proof mastic, even where certification is not required.

## Space Apartments CCTV Upgrade Proposal Summary Sheet

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The upgrade proposal responds to recent security incidents in both buildings. Our current system dates from the time of the building's construction and has poor resolution and inadequate coverage.

All existing cameras and the recording monitoring system will be replaced.

New cameras will be added to ensure every building access point and the tower bin room are monitored.

As is currently the case, access to view recordings will be limited to incident response and law enforcement and insurance events.

# Unit Titles (Management) Act 2011 – Form 1

## NOTICE OF REDUCED QUORUM DECISIONS

### Part A Details of reduced quorum decisions<sup>†</sup>

A1 The Owners—Units Plan No 2737

A2 General meeting

Date (or dates) of general meeting 20.08.2025  
at which the reduced quorum  
decision or decisions were made— \_\_\_\_\_

*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
20.08.2025	As per attached Minutes

A4 Owners corporation declaration

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

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



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

# NOTICE OF REDUCED QUORUM DECISIONS

## Part B General information

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

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

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

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

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

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

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

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

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

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

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

The petition must—

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

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

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

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

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

# MINUTES OF ANNUAL GENERAL MEETING

## Units Plan No. 2737

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<b>MEETING DATE</b>	Wednesday 20 August 2025
<b>MEETING TIME</b>	5:30 pm
<b>MEETING LOCATION</b>	2 Bancroft Street, Dickson ACT 2602, Australia St Brigids Hall

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# MINUTES OF ANNUAL GENERAL MEETING

## UNITS PLAN NO. 2737

**MEETING DATE** Wednesday 20 August 2025  
**MEETING TIME** 5:30pm  
**LOCATION** 2 Bancroft Street, Dickson ACT 2602, Australia  
St Brigids Hall

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### MEETING FORMALITIES

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#### ATTENDEES

G Wood & L Dickins	Unit 24	E Hemer	Unit 302
M Karpinska	Unit G02	L Chapman	Unit 403
P Burtenshaw-Davies	Unit G03	R & V Calvert	Unit 409
J Baker	Unit G04	J Miller	Unit 508
A & A Cyrillo	Unit 103	G Holland	Unit 601
M Hill & D Hill	Unit 106	A Digby	Unit 602
J Solomos & T Dambiec	Unit 201	J Macfarlane	Unit 609
E Hemer	Unit 302	A Clarke	Unit 701
M Tett	LJ Hooker Strata		

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#### ABSENTEE VOTE

G Spyropoulos	Unit 13	R & K Dawson	Unit 401
SP, NP & KA Harte	Unit 17	B Phillips	Unit 402
R Fieldhouse	Unit 21	M Green	Unit 410
G Spyropoulos	Unit 304	C Loau	Unit 708
J & R Harvey	Unit 306		

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#### PROXY VOTE

G Wood, proxy for S Baker & J Davies	Unit 6
A Digby, proxy for C McVeigh	Unit G01
G Holland, proxy for K & Y Gale	Unit 20
J Solomos, proxy for H Withnell	Unit 210
A Digby, proxy for R Simms	Unit 502
Chairperson, proxy for T McCahon	Unit 503
A Digby, proxy for J & M Rule	Unit 610

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#### APOLOGY

J Abrams	Unit 104
M Freemantle	Unit 509
H Holland	Unit 601

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**APPOINTMENT OF CHAIR:** J Solomos

**QUORUM:** A quorum was not reached and the meeting proceeded as a reduced quorum.

*J Solomos presented the Chairperson's Report.  
Meeting Commenced at 6:00pm.*

## MOTIONS

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**1. MINUTES OF THE PREVIOUS GENERAL MEETING** **Ordinary Resolution**

**Motion 1:** That the minutes of the previous General Meeting held **24 April 2025** are confirmed.

**Abstain:** 1

**CARRIED**

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**2. INSURANCE** **Ordinary Resolution**

**Motion 2:**

a) That upon renewal of the insurance policy, quotes will be obtained and discussed with the Executive Committee.

b) That the Owners Corporation consider any new or outstanding insurance claims.

**CARRIED**

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**3. PRESENTATION OF ANNUAL FINANCIAL STATEMENTS** **Ordinary Resolution**

**Motion 3:** That the audited financial statements be accepted as presented for the financial year ending **30 June 2025**.

**CARRIED**

### AUDIT

Schedule 2, Part 2.1, Section 2(1) requires an Executive Committee to arrange for the financials of the Owners Corporation to have an Audit complete if there are more than 100 units within the complex, the levies, or the sum of all expected funds held by the Unit Plan will equate to more than \$250,000. If Unit Plan 2737 meets the requirements for an audit, this will be undertaken and audited financials presented to the Owners Corporation.

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**4. ADMINISTRATIVE FUND INCOME AND EXPENDITURE BUDGET APPROVAL** **Ordinary Resolution**

**Motion 4:** That the Corporation agrees to the proposed Administrative Fund expenditure budget of **\$449,390.00 plus GST** and agrees to determine a levy equal to the proposed Administrative Fund income budget of **\$449,390.00 plus GST** for the period 1 July 2025 to 30 June 2026 and to be contributed in accordance with unit entitlements. Payment to be made over 4 quarterly periods paid in advance on **1 September, 1 December 2025, 1 March & 1 June 2026**.

**CARRIED**

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**5. SINKING FUND INCOME AND EXPENDITURE BUDGET APPROVAL** **Ordinary Resolution**

**Motion 5:** That the Corporation approves the proposed Sinking Fund expenditure of **\$126,265.45 plus GST**, and agrees to determine a levy of **\$157,274.36 plus GST** for the period **1 July 2025 to 30 June 2026**, to be contributed in accordance with unit entitlements. Payment is to be made in **four quarterly instalments**, payable in advance on **1 September 2025, 1 December 2025, 1 March 2026, and 1 June 2026**.

**CARRIED**

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**6. CLADDING FUND LEVY APPROVAL** **Ordinary Resolution**

**Motion 6:** That the Owners Corporation determine a Cladding Fund Levy of up to **\$30,000 plus GST** for the period 1 July 2025 to 30 June 2026 and to be contributed in accordance with the unit entitlements of the eight Macquarie Bank Loan Owners. Payment be made over 4 quarterly periods paid in advance on **1 September, 1 December 2025, 1 March & 1 June 2026**.

**Abstain:** 1

**CARRIED**

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**7. MAINTENANCE PLAN REVIEW** **Ordinary Resolution**

**Motion 7:** That the Owners Corporation agrees to review the maintenance plan and determine if the schedule requires updating.

**CARRIED**

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**8. MAINTENANCE ISSUES AND MAINTENANCE CONTRACTS** **Ordinary Resolution**

**Motion 8:** That the Owners Corporation consider any new or outstanding maintenance issues, and maintenance contracts coming up for renewal.

**CARRIED**

**FIRE SAFETY REVIEW**

The Owners Corporation must undertake a Fire Safety Review for provision and compliance with the National Construction Code fire safety requirements.

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**9. CONSIDERATION OF BUILDING DEFECTS** **Ordinary Resolution**

**Motion 9:** That the Owners Corporation consider any physical building structural defects.

**CARRIED**

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**10. APPOINTMENT OF MANAGING AGENT** **Ordinary Resolution**

**Motion 10:** That in accordance with the Unit Titles (Management) Act 2011:

a) LJH Strata (ACT) Pty Limited trading as LJ Hooker Strata ACT be appointed as Manager of Units Plan No 2737 for **three (3)** years

- 
- b) The owners corporation delegate to the Agent all of the functions of:
- i) the owners corporation (other than those listed in the Act); and
  - ii) its secretary and treasurer necessary to enable the agent to carry out the 'agreed services' and the 'additional services' as defined in the written agreement and
  - iii) the delegation to the Agent is to be subject to the conditions and limitation in the Management Agreement.

**CARRIED**

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**11. EXECUTIVE COMMITTEE**

**Ordinary Resolution**

**Motion 11:** *That the Owners Corporation establish an Executive Committee consisting of **four (4)** members, to be filled by nominated owners.*

Standing members for the 2025-2026 FY are as below:

*Graeme Wood, Linda Macfarlane, Rod Dawson, Taranii Dambiec*

**Secretarial Note:** *During the discussion, owners considered the possibility of leaving an additional Executive Committee position vacant to allow for the appointment of a new member during the year if needed. However, it was agreed that appointing four members at the outset was preferable, as a vacant position could create difficulties in achieving a voting majority. It was noted that if a member were to resign during the term, the resulting vacancy could be filled in accordance with standard procedures.*

**CARRIED**

**ADEQUACY OF AUTHORISATIONS, DELEGATIONS & APPOINTMENTS**

The Executive Committee will review the adequacy of current authorities, delegations, and appointments.

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**12. ALTERNATIVE RULES**

**Special Resolution**

**Motion 12:** In accordance with Section 108 of the Unit Titles (Management) Act 2011, the Owners Corporation agrees to endorse the registration of the 'Alternative Rules,' with any costs associated with registration to be paid from the Administrative Fund.

**CARRIED**

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**13. FOYER PROPOSAL (RAISED BY OWNER 210)**

**Special Resolution**

**Motion 13:**

- a. Approve in principle the proposed "Foyer Enhancement Project" to improve the north and south tower foyer areas of Space 1 The Residence, as outlined in the submission from Unit 210.

- 
- b. That the Owners Corporation resolve, in accordance with **Sections 74 and 78(2)(b)** of the *Unit Titles (Management) Act 2011*, to establish a **Special Purpose Fund** for the benefit of the **tower lots only** (Units 1–6, 15–22, 31–40, and 49–92), for the purpose of financing the proposed foyer refurbishment and upgrade works, to a total amount of **\$10,000 excluding GST**, to be contributed in accordance with the unit entitlements. Payment be made over 4 quarterly periods paid in advance on **1 September, 1 December 2025, 1 March & 1 June 2026**.

The fund will be known as the **Foyer Upgrade Special Purpose Fund**, and all contributions collected under this levy will be used exclusively for:

- Design and architectural consultation
  - Supply and installation of new fixtures, furnishings, lighting, or finishes
  - Associated building, painting, electrical, and flooring works
  - Project management and administrative costs relating to the foyer upgrade
- This fund will be maintained separately from the administrative and sinking funds and will be disclosed as a distinct line item in the Owners Corporation's financial reporting.

- c. Form a Foyer Enhancement Sub-Committee, composed of volunteer owners from the tower, to manage the design, procurement, and implementation of the project, ensuring it remains within the approved budget.

*The Forbes Street units will not be contributing to the cost of these improvements.*

**An amended motion was raised from the floor, proposing:**

**Amended Motion 13:** *That the Owners of Unit Plan 2737 authorise an amount of up to \$15,000 (GST inclusive) to be allocated from surplus monies in the Administration Fund for the purpose of upgrading two (2) tower foyers and three (3) Forbes Street foyers. The project will be administered and controlled by the Executive Committee, which may delegate responsibilities as necessary to assist with the delivery of the project.*

**Vote on Amended Motion:**

- **In Favour:** 5
- **Against:** 12
- **Abstained:** 2

**Note:** *Absentee votes were not included in the count.*

Following the vote on the Amended Motion, the original motion was considered.

**Vote on Original Motion:**

- **In Favour:** 8
- **Against:** 14
- **Abstained:** 0

**Secretarial note:** The matter was referred to the incoming Executive Committee.

**FAILED**

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**14. REVIEW OF INSURANCE COMMISSIONS**

**Ordinary Resolution**

**Motion 14:** That the Owners Corporation note the 2024 Annual General Meeting agreed under general business that the incoming Executive Committee would review insurance commissions paid to Strata Managers, and further note:

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The matter has been reviewed by the Executive Committee, and the intention is to adopt no change at this time.

The Executive Committee will keep the matter under review in light of evolving industry standards and regulatory movements and will report back at the 2026 AGM.

The options available are to continue current arrangements, which would mean that the insurance commission paid to LJM (some \$13,000 in 2025 - see Agenda Item/Motion 2) would continue, or it would be replaced by a \$50 per unit annual charge (\$4,600).

The implications beyond cost are unclear currently. They may require the Executive Committee to actively handle any claims, and the Executive Committee might lack expertise or time to adequately protect owners' interests if other options close or become more expensive. The Broker's commission would continue unchanged under both options.

**Disagree: 1**

**CARRIED**

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## **GENERAL BUSINESS**

- A summary of EV charging options was presented and noted. It was agreed that implementation will not proceed with at this time.
- An analysis of electricity billing following solar power installation was presented for information.
- An owner raised potential installation of security cameras for the outdoor parking area. This matter will be considered by the Executive Committee.
- An owner noted ongoing issues with non-visitor and non-resident use of the outdoor parking area.

Owners extended sincere appreciation to the outgoing Executive Committee members for their service and warmly welcomed the incoming members.

**Meeting Closed: 7:30pm**

## **Chairman's Report 2024-2025**

### **SPACE Buildings Annual General Meeting**

#### **Executive Summary**

The 2024-2025 year has been one of significant achievement for the SPACE buildings, with major infrastructure upgrades completed including NBN fibre installation, solar panel system commissioning, and comprehensive CCTV upgrades. These projects required considerable disruption and patience from residents and we have emerged with substantially improved building infrastructure and services.

I extend my sincere gratitude to all owners, tenants, and residents for their exceptional cooperation, patience, and flexibility throughout this year.

#### **Major Infrastructure Projects**

##### **NBN Fibre Upgrade**

In March 2025, we successfully completed the major installation phases across both buildings, with connections becoming available from April 28, 2025. Nearly all tower owners and all Forbes Street owners now have fibre-to-the-premises installed, giving the building the highest quality residential telecommunications technology available in Australia today.

The few remaining owners who didn't have equipment installed can arrange this directly through NBN at no cost if they choose to. This project required significant coordination and disruption, and I particularly acknowledge the extra efforts of Forbes Street residents who facilitated access throughout the installation period.

##### **Solar Panel Installation**

Our solar panel system was successfully installed in January 2025 and has been generating savings on our electricity costs since commissioning. The system includes comprehensive monitoring and maintenance planning to ensure optimal long-term performance. A solar performance report is included in the AGM agenda.

I commend Meredith for his outstanding project management throughout the project.

##### **CCTV System Upgrade**

Completed in October 2024, this comprehensive upgrade replaced all existing cameras and added five new units - four in the tower basement and one overlooking the Forbes Street bike racks. The new system delivers significantly improved image quality and enhanced search functionality, proving invaluable for security investigations throughout the year.

##### **Building Security and Safety**

Security remains a priority focus for the Executive Committee. We have implemented several successful measures to address basement break-ins, including the installation of strike plates on external doors, which has dramatically reduced door damage incidents.

We are conducting a comprehensive audit of all building access tokens, revealing hundreds of unaccounted fobs. This extensive project, managed by Meredith with support from Julie (Sparkles), LJ Hooker, and G Holland, has significantly improved our access control system.

Additional security improvements include new exterior lighting near gas infrastructure to deter loitering and drug activity. While we continue to address these challenges, residents should exercise appropriate caution in outdoor areas and immediately contact police if they feel unsafe or observe unauthorized persons in the building.

### **Compliance and Regulatory Updates**

Several unexpected but necessary compliance projects were completed this year:

- **Roof Safety Systems:** Major upgrades across both buildings to meet current safety standards for maintenance access
- **Building Insulation Audit:** Comprehensive documentation to comply with new ACT government legislation
- **Fire Safety Equipment:** Replacement of failed fire lighting systems following routine safety audits
- **Lift Communications:** Upgrade to 4G systems due to the 3G network shutdown
- **Plumbing Standards:** Various improvements to ensure compliance with current regulations

### **Parking Management**

Parking management continues to present challenges, though conditions have generally improved since early 2025. Current issues include residents using visitor spaces instead of their allocated downstairs spots, residents parking excess vehicles in visitor areas, unauthorised use by non-residents, and misuse of disabled parking spaces.

The Executive Committee has been addressing violations through direct communication with residents and “visitors”. We welcome input from residents who may have experience with effective parking management solutions in similar developments.

### **Building Rules and Governance**

Rule updates this year primarily addressed administrative issues from last year's registration delays and digitisation errors from previous printed versions. These updates correct missing or incorrectly formatted content rather than introducing new requirements. The Executive Committee worked with LJ Hooker to ensure accuracy and completeness.

### **Insurance and Financial Management**

Our insurance premium decreased this year, which was an unexpected positive development. Given ongoing government and industry investigations into insurance commission structures, the Executive Committee recommends to maintain current arrangements until these reviews are completed. We will provide an update at the 2026 AGM.

### **Additional Maintenance and Improvements**

Other significant activities included addressing roof and ceiling leaks, installing new signage and road markings, upgrading the 15-year-old building access system computer, tree maintenance, investigating tower roof wind issues, Forbes Street door access repairs, and approving new shutter specifications for the tower units.

### **Forward Planning 2025-2026**

### **Intercom System Replacement**

Our 20-year-old intercom system requires replacement due to age and component failures. Using allocated sinking fund budget, we have selected a FERMAX system that will provide new handsets for all units and new outdoor units for both buildings. This project was delayed from last year due to cost considerations and competing priorities.

### **Macquarie Bank Loan Review**

The fixed interest period on our remaining cladding loan expires in October 2025. The Executive Committee has begun engaging with affected owners regarding refinancing options and potential early settlement opportunities.

### **Foyer Upgrade (Subject to Motion Approval)**

If approved, a subcommittee will be established to manage the tower foyer improvement project within the 2025-2026 financial year. The \$10,000 budget will be funded through a special levy specifically for tower owners (approximately \$35 per quarter per unit), ensuring that only those who directly benefit from the improvements contribute to the costs.

### **Budget Overview**

The Treasurer has prepared an excellent financial report proposing a total levy increase of 2.03% (including GST) from the previous year, representing approximately \$36 additional per quarter for each unit owner (depending on unit entitlements). This modest increase balances cost control with our financial obligations for the upcoming year. This does not include the special levy from motion 13.

### **Acknowledgments and Farewell**

This year's achievements would not have been possible without the dedication of my fellow Executive Committee members: Graeme Wood, Meredith Hill, Rodney Dawson, and Bob Beeton. Their volunteered commitment of time and energy has been exceptional, and I am grateful for their collaborative approach to every challenge we faced.

I also acknowledge LJ Hooker's efforts through the year with their building management services, as well as all the contractors, consultants, and service providers who contributed to our successful year.

Most importantly, thank you to every owner and resident who accommodated the disruptions, participated in consultations, and maintained the community spirit that makes SPACE a desirable place to live.

I have decided not to seek renomination to the Executive Committee for the upcoming year. It has been an honour to serve as Chair during this period of significant infrastructure investment and improvement.

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**Jim Solomos**

**Chairman, Executive Committee 2024-2025**

**SPACE Buildings**

# MINUTES OF EXECUTIVE COMMITTEE MEETING

Units Plan No. 2737 Space The Residence

155 Northbourne Avenue Turner ACT

**DATE** Tuesday 11 June 2024  
**TIME** Commenced at 6:00pm  
**LOCATION** Caretaker s Office, 155 Northbourne Avenue TURNER ACT

## ATTENDEES

Committee Members in Attendance
B Beeton
K Gale
M Hill
G Holland
J Solomos
T Wilcock
G Wood

LJ Hooker Strata ACT (LJH) Representative
P Deschanel

Apologies
Nil

**1. Appointment of Meeting Chair**

T Wilcock was appointed Chair for the meeting.

**2. Acceptance of EC Meeting Minutes – 14 May 2024**

The meeting noted that the minutes had been accepted out of session and distributed to Owners.

Corrections were noted in section 12 of the minutes where unit 706 had been incorrectly referred to as unit 708. It was agreed that this be corrected.

It was agreed that a copy of the minutes be confirmed as being uploaded to the portal.

**3. Declarations of Personal Interest**

M Hill advised of an interest in balcony repairs.

**4. Matters Arising from Previous Minutes**

a) Peter Zakharoff Certificate of Appreciation

The meeting noted the final certificate of appreciation and agreed for it to be signed by the Chairperson. It was agreed by the Executive Committee that the common seal of the Owners Corporation be applied to this certificate.

## **5. Strata Manager's Report**

### **a. Sinking Fund Review – Solutions In Engineering (SIE)**

A Review report was being circulated to the EC by LJH. The meeting noted that SIE had conducted its site inspection on 12 April 2024 and advised that the report had been circulated earlier to LJH, however LJH could not confirm.

### **b. Contractors Review**

The meeting noted that the Strata Manager had not yet provided to the EC a proforma of the contractors' review to assist in the declaration of Authorisations, declarations and appointments. It was agreed that the Strata Manager would facilitate this as soon as practicable.

### **c. Contractor benefit**

LJH undertook to advise EC on the estimated benefit to Sparkles from access to physical assets (office space, parking, storage etc).

### **d. Strata manager change**

The meeting noted that Maggie Tett will, in due course, assume the role of strata manager.

## 6. Treasurer's Report

a The Treasurer (K Gale) spoke to his report which was tabled at the meeting (Secretarial note: - A copy of the report is appended to these minutes).

### b Draft Budget 2024-2025

The Treasurer tabled an initial draft budget which was presented to the Executive Committee for review. The budget will be updated when actual expenses are known after 1st July and 12 months CPI is known 31 July.

### c Allocation of Bank Accounts

LJH has been provided with reconciliation of the movements of the Admin and Sinking Fund bank accounts between 31/3/2024 and 30/4/24. It appears the allocation of deposits and withdrawals between the 2 accounts is not correct. It is requested LJH check the correctness of the reconciliation, in particular the monthly repayment of \$1,983.18 on the Macquarie Bank Loan A/c.

### d BAS/GST

LJH has advised automatic payment of the quarterly BAS will not be made until the extended due date and amount payable verified by the Treasurer. LJH has been requested to pay the ATO before 30 June \$1,160.67 owing on the UP2737 ICA account at 14th June. The Treasurer will work with LJH to have the amount owing on the June quarter BAS the same as appears on the 30th June 2024 Balance Sheet.

### e Levies in Arrears

At 21st June, Unit 101 is in arrears 3 quarters totaling \$5,839.56.

### f O'Neill & Brown Plumbing

It has been agreed the monthly payment made for 7 months of \$424.62 ex GST is an error. To correct this the next 5 monthly payments will be \$385.60 ex GST.

### g Icon Water Account.

The invoice for \$8,819.30 has been received.

### h Investment.

The EC confirmed \$51,153.15 is to be reinvested with BOQ on 22 June for 6 months at an interest rate of 4.90%.

## **7. Insurance Report**

The meeting noted information regarding the mandatory inclusion of flood cover had not reached the entire committee. It was agreed that this would be circulated to the wider Executive Committee.

## **8. Cleaning Report**

### a) Carpet Stains

The meeting noted that several areas had carpet stains requiring spot cleaning had yet to be actioned. The Strata Manager noted that this had been requested of the cleaners, and that it would be followed up accordingly.

### b) Rooftop Gutters

LJH to arrange for rooftop gutters to be cleaned.

## **9. Gardening and Landscaping Report**

### a) Pine Tree on Forbes Street

The meeting noted a quote from Trees R Us at \$1,800 incl GST to trim the pencil pines on Forbes Street that are touching the eaves. It was agreed to proceed with the works.

### b) Inspections with Instyle

The meeting noted that monthly inspections of the gardening with Instyle and members of the Executive Committee would continue.

### c) Rooftop Gardens Restoration

The meeting noted that Instyle were unable to complete the "rooftop" gardens due to the specific skilled employee being unavailable. It was noted that these works would be completed over the next 2-3 weeks.

### d) Bollard Light Repairs

The meeting noted that the bollard light repairs had not yet been completed. It was agreed that this be followed up with the contractor.

### e) Irrigation Repairs

The meeting noted that Instyle had attended to some irrigation repairs however some items remained outstanding. It was further noted that Instyle were due onsite on 12 June 2024 to finalise the required repairs.

**10. Health and Safety Report**

The meeting noted recent communications from the Owners Corporation Network providing updated advice on Lithium-Ion Batteries. It was agreed that these circulars would replace those put up by the Executive Committee on notice boards and a copy is attached to this meeting record.

## 11. General Business

### a) NBN Fibre Upgrade

The meeting noted that there had been no further developments on this matter and that it would be followed up.

### b) Solar Panels

The meeting noted that Space Apartments were found to be not eligible for the Solar for Apartments Program, as the requirement to feedback solar generation to each unit could not be achieved. It was agreed that this matter continue to be monitored and the EC will look at opportunities as they arise.

### c) JRA Energy Audit

It was noted that M Hill was awaiting a copy of invoices from the Strata Manager to follow up with JRA. It was agreed that these be sent through as soon as practicable.

### d) CCTV Upgrades

Moved G Holland and seconded J Solomos that:

- 4 x security cameras be installed to cover the carpark, lift and fire doors
- 22 inch LED monitor
- 10 amp GPO
- Any necessary updates
- Estimate of \$12K

The meeting agreed a CCTV upgrades proposal will be tabled at the upcoming AGM for consideration and funding approval.

## 12. Correspondence Received

a) Trading table proposal

The meeting noted a request to reinstate a trading table in the waste room. It was noted that this would likely result in increased occurrence of dumped items, and management and clean up would be a cost the Owners Corporation. It was agreed not to proceed.

b) Unit 706 and 708

The meeting noted that the Strata Manager had received correspondence that the representatives for Units 706 and 708 were engaging Proctor Legal for advice in relation to the courtyard maintenance responsibilities.

## 13. Maintenance

a) Balcony Maintenance/Repairs

The meeting noted that the inspection of balconies was scheduled to commence in June by Peak Consulting, with the EC to review that advice as soon as practicable.

b) 608 Water Ingress

The meeting noted that unit 608 had reported ongoing water ingress into their unit. It was noted that ONBPS had been engaged to investigate further.

c) Level 7 Corridor

The meeting noted that this matter was now resolved.

d) Tower and foyer Tile Treatments

The meeting noted that this item was ongoing as further works were required to achieve the desired result.

### **Date of Next Meeting**

It was agreed to schedule the next EC meeting for 9 July 2024

The meeting noted the following items for discussion at the next meeting:

- Fire insurance compliance certificate
- AGM business for consideration
- Electricity meters, owner access and ability for reads.

**There being no further business, the meeting closed at 7:56PM**

UP 2737 - Treasurers Report - 31 May 2024

Owners Funds	Status Report 31/05/2024	Actual at 30/6/23
Administration Fund	28,679.35	65,919.35
Sinking Fund	121,457.33	134,455.38
Cladding Fund	47.55	-40,231.84
<b>Total</b>	<b>150,184.23</b>	<b>160,142.89</b>

B O Q Bank Statement - Cash at Bank	Status Report 31/05/2024	at 30/6/23
Admin Fund	104,306.44	51,078.84
Sinking Fund	121,656.41	61,315.69
Cladding Fund	5,352.64	87,468.93
<b>Total</b>	<b>231,315.49</b>	<b>199,863.46</b>

Term Deposit 6 months at 5.05% matures 22/06/2024	51,153.15	Total Sinking Fund Cash
Term Deposit 6 months at 5.05% matures 4/07/2024	50,000.00	278,162.20
Term Deposit 6 months at 4.90% matures 16/09./2024	50,000.00	

Levy Arrears /Advance	Arrears 31/05/2024	Advance 31/05/2024	Net Adjusted Lot Report
Admin Fund	1,234.70	-76,531.06	-75,296.36
Sinking Fund	355.14	-20,231.54	-19,876.40
Other - Including 8 MB Loan owners	1,621.43	-4,410.55	-2,789.12
<b>Total</b>	<b>3,211.27</b>	<b>-101,173.15</b>	<b>-97,961.88</b>
<b>Actual Arrears 31/05/2024</b>	<b>3,211.27</b>		

1 owner  
Unit 101

Macquarie Loan Account		Actual at 30/6/23
Blance Sheet - 1 May 2024	147,243.29	
Repayment Loan Balances	0.00	
Interest -May 24 - to be entered	270.24	
Repayment 31 May 2024	1,983.18	
<b>Macquarie Bank Statement -31/05/2024</b>	<b>145,530.35</b>	<b>164,065.95</b>

Owners Funds - Sinking Fund - 11 months to 31 May 2024	
<b>Balance 30 June 2023</b>	<b>134,455.38</b>
Sinking Fund Levies	92,244.42
Interest Overdue Levies	18.23
Intrest on Investments	1,153.15
Garden Rejuvenation	-13,300.00
JRA Energy Audit	-4,860.00
MB Loan Interest	-4,992.32
Consultancy	-600.00
CBS Cladding Contract	-53,635.88
Car Park Line Marking	-2,327.10
Walkway Repairs	-5,000.00
Transfer from CladdingFund	-21,698.55
<b>Balance 31 May 2024</b>	<b>121,457.33</b>

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# MINUTES OF EXECUTIVE COMMITTEE MEETING

Units Plan No. 2737 Space The Residence

155 Northbourne Avenue Turner ACT

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**DATE** Wednesday 14 August 2024  
**TIME** Commenced at 6:00pm  
**LOCATION** Caretaker s Office, 155 Northbourne Avenue TURNER ACT

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## ATTENDEES

Committee Members in Attendance
B Beeton
K Gale
M Hill
G Holland
J Solomos
G Wood

LJ Hooker Strata ACT (LJH) Representative
M Tett

Apologies
T Wilcock

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<p><b>1. Appointment of Meeting Chair</b> G Holland was appointed Chair for the meeting.</p>
<p><b>2. Acceptance of EC Meeting Minutes – 9 July 2024 /06 August 2024</b> accepted.</p> <p><b>Matters Arising from Previous Minutes:</b></p> <ul style="list-style-type: none"><li>• Balcony maintenance repair has been approved.</li><li>• The financial report was not attached to the minutes; it will be included in all future minutes.</li></ul>
<p><b>3. Declarations of Personal Interest</b></p> <p>G Wood advised an interest in the LJH postage charges.</p>
<p><b>4. Strata Manager's Report</b></p> <p><b>LJH Tracking Report</b></p> <ul style="list-style-type: none"><li>• Rooftop gutter cleaning: OBPS will schedule this as part of their PPM, with work planned for now and again in December 2024.</li><li>• Balcony maintenance/repairs: Approved works for Unit 206.</li><li>• Sinking Fund review: Solutions in Engineering report will be revised, as per the 5 items noted with EC correspondence, 6.08.2024</li><li>• Fire extinguishers: Two in the electrical meter room have not been serviced for years. SM to follow up with Wormald and send future Wormald invoices and inspection reports to the EC.</li><li>• Balance report: \$3 postage fee for 8 units to be waived; costs will be absorbed by admin sundry until the AGM, inclusive of minutes. SM to notify the units that future paperwork will incur the fee.</li><li>• Lot 21 Carpark Water Leak: OBPS to investigate and determine if the issue is OC or unit responsibility.</li></ul>

## **5. AGM Preparations, including**

Draft agenda/papers (v2) circulated on 9 August 2024.

- Contractors review: LJH, Sparkles, Kone, Wormald, O'Neill and Brown, Instyle. Due to a legislation change no formal motion is required.
- Fire insurance compliance certificate expected by Wormald this week.
- Voting eligibility: Owners are unable to vote if they have outstanding debt. LJH has issued reminders to all units with outstanding debts.
- Proxy and absentee forms, Nomination for Executive Committee and General Business forms be included.
- T Wilcock will be resigning from her position on the Executive Committee but will attend the meeting as a guest to deliver a Chairperson's report, either verbally or in writing.
- Motion 1: Move Kerin Benson to GB.
- Motion 2: Address differences in brokers' reports.
- Motion 5: Correct typo in the Sinking Fund title.
- Motion 6: Dates are as per last year's schedule.
- Motion 7: Cladding dates are incorrect.
- Fire report: Awaiting form Wormald.
- Note term and renewal date for the LJ Hooker contract.
- Audit and paperwork: Once the audit has been received from Kelly & Partners, a date can be set for the meeting.

## 6. Treasurer's Report

Report as of 31 July 2024 provided by Kevin - LJH adjusted accounts as requested.

Awaiting FY audit. Kelly + Partners queried a transfer approved at the 2023 AGM;

Kevin explained the \$83,628.43 transfer from the cladding to the Sinking Fund, which resulted in a \$21K deficit. Deficit in Sinking Fund is reflected in the cladding fund and is self-correcting.

Kevin to address this at the AGM.

**The Executive Committee resolve that the accounts presented to the auditor on 3 July are a fair representation of the accounts.**

Levies for 8 units total \$5,900.

AGM Budget meeting confirmation: Admin Budget was approved on 6 August 2024.

AGM Sinking Fund levy determination: EC approved for totalling \$116K over 5 years.

AGM Sinking Fund Special Expenditure proposals:

- NBN fibre upgrade -\$26k
- Solar panels -\$55k
- Upgraded CCTV system -\$35k

Kevin to finalise and send the budget to the SM for inclusion in the AGM paperwork.

July Status report: Sparkles cleaning invoice approved; reminder to Sparkles to seek EC approval for cleaning supplies.

## 7. Maintenance (not elsewhere included)

- Tower pedestrian access automatic doors: SM to issue ad-hoc work order for repairs.
- Unit 206 balcony maintenance quote: Approved and in progress. Peak report suggests monitoring other balconies.
- Wormald servicing and invoicing: SM to send monthly accounts and reports to EC.
- Tower foyer and lift entrance tile treatments: Ongoing.

## 8. Insurance Report

- a) No new claims were received.

## 9. Cleaning Report

- Sparkles cleaning quote for \$302 approved -Outside curb gutter pressure wash.
- G Wood and M Hill to review the cleaning contract and provide recommendations.

#### **10. Gardening and Landscaping Report (G Wood update)**

- Pencil pine trimming: Awaiting Government approval.
- Rooftop gardens restoration: In progress.
- Concrete gutter, slipway, and path cleaning: Addressed.
- Weed problem: Attending to it, including reporting toxic weeds to Instyle.

#### **11. Health and Safety Report**

- Lithium-ion battery powered vehicles and devices to be included in AGM for adoption with House Rules, as per OCN Guidelines.

Removed from the ECM agenda.

#### **12. General Business**

- EV Feasibility Study: (M Hill update) EVO Energy requested updated authorisation; progressing with an update to be provided at the AGM.
- Solar Panels: Reduced quote for a less efficient inverter has been received, however this will not be recommended by the EC.
- Electricity meters, owner access and ability to read: Owner can organise access through Julie (Building Manager). Tower units only.

#### **13. Correspondence Received**

- Unit 706: Response on courtyard rectification referred to Kerin Benson Lawyers for further advice/response.
- Unit 708: Outstanding account—SM to inform owner that debt stands as per Section 31 of the Unit Titles (Management) Act 2011.  
SM to confirm leak resolution with Unit 608.
- The EC agreed that future maintenance requests related to individual units should be managed directly between the involved units.

#### **14. Other Business**

- Macquarie Bank: Cladding Loan - Review terms before expiration 10/10/25 consider variable terms and payout options to be provided to owners.
- Space Electricity: Deferred to the new Committee for potential better deals.
- T Wilcock resignation: The Executive Committee extended a vote of thankyou to T Wilcock for her dedicated service as Chairperson and role on the EC.
- Appointment of New Chairperson: G Wood appointed as the new Chairperson until the AGM.

**15. Next meeting**

The next EC meeting will be at 6pm Wednesday 11 September 2024, ensuring that the AGM does not coincide with this.

There being no further business, the meeting closed at 7:53PM

**UP 2737 - Treasurers Report - 31 July 2024**

<b>Owners Funds</b>	<b>Status Report 31/07/2024</b>	<b>Actual at 30/6/24</b>	Movement
Administration Fund	77,378.19	108,496.88	
Sinking Fund	152,870.03	151,902.26	
Cladding Fund	6,030.13	6,013.35	
<b>Total</b>	<u><u>236,278.35</u></u>	<u><u>266,412.49</u></u>	

<b>B O Q Bank Statement - Cash at Bank</b>	<b>Status Report 31/07/2024</b>	<b>at 30/6/24</b>
Admin Fund	88,200.17	101,109.00
Sinking Fund	133,735.68	128,740.03
Cladding Fund	6,307.38	6,307.38
<b>Total</b>	<u><u>228,243.23</u></u>	<u><u>236,156.41</u></u>

<b>Term Deposit 6 months at 4.90% matures 22/12/2024</b>	<b>52,448.31</b>	<b>Total Sinking Fund Cash</b>
<b>Term Deposit 6 months at 5.05% matures</b>	<b>51,259.04</b>	<b>293,750.41</b>
<b>Term Deposit 6 months at 4.90% matures 16/09/2024</b>	<b>50,000.00</b>	

<b>Levy Arrears /Advance</b>	<b>Arrears 31/07/2024</b>	<b>Advance 31/07/2024</b>	<b>Net Adjusted Lot Report</b>
Admin Fund	2,469.40	-12,446.69	-9,977.29
Sinking Fund	710.28	0.00	710.28
Other - Including 8 MB Loan owners	3,502.83	407.03	3,909.86
<b>Total</b>	<u><u>6,682.51</u></u>	<u><u>-12,039.66</u></u>	-5,357.15

**Actual Arrears 31/07/2024      6,039.01      Paid except \$10.26  
on 7/8/2024**

<b>Macquarie Loan Account</b>		<b>Actual at 30/6/24</b>
Blance Sheet - 1 July 2024	143,823.48	
Repayment Loan Balances	0.00	
Interest - July 24	291.27	
Repayment 30 July 2024	1,983.18	
<b>Macquarie Bank Statement -31/07/2024</b>	<u><u>142,131.57</u></u>	<b>143,823.48</b>

<b>Owners Funds - Sinking Fund - 12 months to 30 June 2025</b>	
<b>Balance 30 June 2024</b>	<b>151,902.26</b>
Sinking Fund Levies	
Interest Overdue Levies	
Intrest on Investments	1,259.04
MB Loan Interest	-291.27
<b>Balance 31 July 2024</b>	<u><u>152,870.03</u></u>

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# MINUTES OF EXECUTIVE COMMITTEE MEETING

## Units Plan No. 2737 Space The Residence

### 155 Northbourne Avenue Turner ACT

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**DATE** Wednesday 11 September 2024  
**TIME** Commenced at 6:00pm  
**LOCATION** Caretaker s Office, 155 Northbourne Avenue TURNER ACT

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#### ATTENDEES

Committee Members in Attendance
B Beeton
M Hill
G Holland
J Solomos
G Wood

LJ Hooker Strata ACT (LJH) Representative
M Tett

Apologies
K Gale

<p><b>1. Appointment of Meeting Chair</b> G Wood was appointed Chair for the meeting.</p>
<p><b>2. Acceptance of EC Meeting Minutes – 14 August 2024</b> accepted.</p>
<p><b>3. Declarations of Personal Interest</b>  M Hill – 206 Balconies</p>
<p><b>4. Strata Manager's Report</b>  <b>LJH Tracking Report</b></p> <ul style="list-style-type: none"> <li>• Balcony Maintenance/Repairs: The repairs have been completed. M Hill will monitor to confirmation that the repairs are satisfactory and whether touchup painting is required. This will be marked as completed on the tracking sheet (TS).</li> <li>• Balance Report: The recently issued \$3 postage fee has been waived, and owners have been notified that this will be an additional cost for those units that decide to receive mailed out hard copies moving forward. The EC noted a view it is unfair for the OC to subsidise this cost for the relatively small number of unit owners who elect receive mail by post. This issue will be marked as completed on the TS.</li> <li>• Lot 21 Carpark Water Leak: OBPS is still working on gaining access to the unit above to address the issue.</li> <li>• Carpark Entrance Cleaning: This task has been completed.</li> <li>• Pet Application – Unit G04: The EC has formally approved the request for 2 dogs in the unit. This will be marked as completed on the TS.</li> <li>• Tree Trimming: The latest update from the ACT Government on 10.09.2024 indicates that this request is still in their queue due to a backlog of requests.</li> </ul>
<p><b>5. Treasurer Report</b>  The Treasurer's report is attached.  The following quotes were approved by the EC:</p> <ol style="list-style-type: none"> <li>1. Wormalds: Replace 3.5 kg CO2 Fire extinguisher. \$410.30 incl GST.</li> <li>2. ONBS: Install 2 missing deck tiles Tower roof \$624.25 plus GST.</li> <li>3. Instyle: Rooftop Garden \$485.00 plus GST to re-establish plantings in bare areas of the rooftop gardens (excluding rock features) with woodchip and potting mix.</li> </ol>

4. Sparkles: Cleaning underground ramps \$600.00 plus GST. Remove dumped furniture \$100.00 plus GST.

5. Chris Kerin Benson Lawyers invoice of \$880.

Other items to note:

- Term Deposit: On 16.09, the term deposit is to be rolled over for 6 months with BOQ.
- Tenancy Changes: There is a need to clarify the name of the tenant for Unit 710.
- Arrears: There are 7 units in arrears.
- Unit 708: Current plumbing invoice for remediation work is being disputed.
- Cladding Loan: SM is to schedule an appointment with Macquarie Bank (Kimberly) to discuss the renewal of the loan agreement. The SM and EC will inform the 8 affected owners about this meeting and provide them with advice on the options available to pay off their loan through this mechanism. A special levy currently applies and will need to continue to be collected annually from these 8 owners until the loans are fully repaid. The renewal needs to be actioned by mid-next year for AGM consideration of applicable new levy rates for these owners.

Sinking Fund Review Report:

- The meeting noted a response from Solutions In Engineering (SIE) to questions from the EC. While acknowledging that details in the 2024 report vary from the 2021 SIE report because of the differing insights of the assessing personnel, the EC agreed to ask SIE to adjust its 15 year levy table to ensure that sinking fund levy payments and reserves in the bank effectively balance:

the need to ensure adequate funds are available to meet expenses expected in the projected 15 year cash flow tracking sheet, particularly the 3 largest expenses (being repainting, updating access security systems and lift replacement), and

the need to provide owners with certainty that levy payment rates can be structured with steady increments (the 2024 proposal suggests highly variable rates be set, with up to 50% annual variation).

- The recommendations being made to the 2024 AGM build on the 2021 SIE report and continues the current budget recovery approach.
- Further consideration of the sinking fund review will be provided to owners at the 2025 AGM.

**6. Maintenance (not elsewhere included)**

- Tower Pedestrian Access Automatic Doors: Ad-hoc repairs have been completed.
- Unit 206 Balcony Maintenance Quote: The quote has been finalized and completed.
- Wormald Servicing and Invoicing: The advice has been sent to the EC.
- Tower Foyer and Lift Entrance Tile Treatments: This item will be removed from the agenda.

**7. Insurance Report**

- Claims: No new claims were received.
- SM to inform the insurer of the courtyard matter and seek further clarification if needed regarding this coverage.
- Premiums: R Dawson raised concerns about insurance commissions. The EC noted all disclosures regarding commissions are included in the LJ Hooker Contract and AGM paperwork, and meet requirements under the relevant ACT legislation. The Broker's Report is available on the App.

**9. Cleaning Report**

- Bird Droppings: There were bird droppings observed on both sides of the middle entry on Forbes Street. Sparkles are to be asked conduct an audit of the spouted drains over common property and provide the EC with recommendations about installing bird spikes.
- Service Quotes: SM to organise quotes for carpet cleaning (Scrubbers Carpet Cleaning), window cleaning (Touchdown), and basement cleaning.

**10. Gardening and Landscaping Report (G Wood update)**

- Pencil pine trimming: Awaiting Government approval.
- Rooftop gardens restoration: In progress.
- Concrete gutter, slipway, and path cleaning: Addressed.
- Weed problem: Toxic weeds (mainly under the silver birches) have been reported to Instyle for removal.

**11. Health and Safety Report**

- Wormald: The EC resolved that monthly invoices and reports for fire hydrants and extinguishers from Wormald sent to the EC.

**12. General Business**

- AGM Preparations
- Meeting Hire – SM to confirm access, keys and setup.
- AGM Sinking Fund and Special Expenditure Proposals
  - Additional supporting documents will be issued to owners regarding the solar, NBN and CCTV.
- Ending production of Rollarshield Plantation Louvers: The EC has noted that Rollarshield Plantation Louvers are no longer produced by the manufacturer, as specified in the House Rules. Alternative local companies, such as Watson Blinds, may be suitable. The EC will review any applications for shutters if submitted.

- Courtyards (internal to apartments): The 2021 the EC received legal advice from Chris Kerin that the responsibility for maintenance and repair of these courtyards rests with the unit owners, not the owners corporation. The EC notes an affected party is contesting the matter through their lawyer.

### **13. Correspondence Received**

- Window seals: Refer to LJ Hooker to reply.
- Unit 706: Kerin Benson Lawyers has provided a formal response.
- Unit 708: request for outstanding account for plumbing to be waived.
- Unit 608: alleged water leak from 708. Ongoing between owners.

### **14. Other Business**

- Unit 101 Fobs: There are currently multiple active fobs issued for the unit. An audit of all fobs and keys for Unit 101 will be conducted, and any unused fobs will be cancelled.
- Water Tank: A water tank has exploded at one of the units. A reminder will be sent to all owners on the App regarding the importance of regular maintenance and safety checks.
- LJ Hooker App Audit: SM to undertake an audit of the documents on the App, remove any outdated documents and upload any relevant contracts.
- Section 119 for Residents: There will be an upcoming legislation update surrounding section 119 for residents renting. LH Hooker will provide advice as it becomes available.
- Vote of Appreciation for K Gale:  
The EC resolved on behalf of the owner's corporation to pass their sincere appreciation to Kevin Gale for his outstanding contribution to the EC and owners. The EC expresses gratitude for his high order dedication, hard work and commitment.

### **15. Next meeting**

The next EC meeting will be on Wednesday 9 October 6pm 2024.

There being no further business, the meeting closed at 8:05pm

UP 2737 - Treasurers Report - 9 September 2024

Owners Funds	Status Report 9/09/2024	Actual at 30/6/24
Administration Fund	46,967.01	108,496.88
Sinking Fund	148,666.03	151,902.26
Cladding Fund	6,030.15	6,013.35
<b>Total</b>	<b>201,663.19</b>	<b>266,412.49</b>

B O Q Bank Statement - Cash at Bank	Status Report 9/09/2024	at 30/6/24
Admin Fund	63,287.54	101,109.00
Sinking Fund	129,821.56	128,740.03
Cladding Fund	8,564.27	6,307.38
<b>Total</b>	<b>201,673.37</b>	<b>236,156.41</b>

Term Deposit 6 months at 4.90% matures 22/12/2024	52,448.31	Total Sinking Fund Cash 292,093.18
Term Deposit 6 months at 5.05% matures ?	51,259.04	
Term Deposit 6 months at 4.90% matures 16/09/2024	50,000.00	

Levy Arrears /Advance	Arrears 9/09/2024	Advance 9/09/2024	Net Adjusted Lot Report
Admin Fund	0.00	-19,685.68	-19,685.68
Sinking Fund	0.00	0.00	0.00
Other - Including 8 MB Loan owners	1,117.28	-24.00	1,093.28
<b>Total</b>	<b>1,117.28</b>	<b>-19,709.68</b>	<b>-18,592.40</b>
<b>Actual Arrears 09/09/2024</b>	<b>1,072.50</b>		

Macquarie Loan Account		Actual at 30/6/24
Blance Sheet - 1 August 2024	142,131.57	
Repayment Loan Balances	0.00	
Interest - August 24 To be entered	260.86	
Repayment 30 August 2024	1,983.18	
<b>Macquarie Bank Statement -31/07/2024</b>	<b>140,409.25</b>	<b>143,823.48</b>

Owners Funds - Sinking Fund - 12 months to 30 June 2025	
<b>Balance 30 June 2024</b>	<b>151,902.26</b>
Sinking Fund Levies	
Interest Overdue Levies	
Intrest on Investments	1,259.04
MB Loan Interest	-291.27
Roof Repairs	-4,204.00
<b>Balance 9 September 2024</b>	<b>148,666.03</b>

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**MINUTES OF EXECUTIVE COMMITTEE MEETING****Units Plan No. 2737 Space The Residence****155 Northbourne Avenue Turner ACT**

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**DATE** Wednesday 16 October 2024**TIME** Commenced at 6:00pm**LOCATION** Caretaker s Office, 155 Northbourne Avenue TURNER ACT

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**ATTENDEES**

<b>Committee Members in Attendance</b>
B Beeton
M Hill
R Dawson (until 7:20)
J Solomos
G Wood

<b>LJ Hooker Strata ACT (LJH) Representative</b>
M Tett

<b>Apologies</b>
Nil

<p><b>1. Appointment of Office Holders</b></p> <ul style="list-style-type: none"><li>• J. Solomos appointed Chairperson.</li><li>• G. Wood appointed Treasurer and Secretary.</li><li>• M. Hill and G. Wood appointed to the Landscape and Cleaning Sub-Committee.</li></ul>
<p><b>1. Acceptance of EC Meeting Minutes – 11 September 2024</b></p> <p>Accepted.</p>
<p><b>2. Declarations of Personal Interest</b></p> <p>M Hill – 206 Balconies</p>
<p><b>3. Strata Manager's (SM) Report</b></p> <p><b>LJH Tracking Report</b></p> <p>Lot 21 Carpark Water Leak: OBPS is still working on gaining access to the unit above the carpark to address the issue. Strata Manager (SM) to write to the Property Manager for that unit noting we require access within 14 days so that this can be investigated and resolved.</p>
<p><b>4. Treasurer's Report</b></p> <p><b>Macquarie Bank Cladding Loans Renewal:</b> SM will liaise with the bank in April 2025 to commence renegotiations for 2025.</p> <p><b>Sinking Fund Review:</b> SM will arrange a meeting between EC and the reviewer.</p>
<p><b>5. Insurance Report</b></p> <p>No claims recorded.</p>
<p><b>6. Health and Safety Report</b></p> <p>No updates or issues were reported.</p> <p><b>Security:</b> The SM is to send a reminder letter to residents about additional building security measures, including reference to the upgrading and expansion of security cameras, measures to discourage tailgating into garages (see items below) and the importance of not leaving fobs in unattended vehicles.</p>

## 7. General Business

- **NBN Fibre Upgrade:** Installation is expected to commence early in 2025.

At the AGM, owners enquired if the cabling could be built into the walls or ceilings. NBN has advised that it does not provide this service.

NBN recommends installing its box as close to each unit as possible in such cases. Unit owners can then engage a certified cabling company at their own expense (NBN can provide recommendations) to install the cabling internally.

Owners electing to have the NBN standard 'cleartrack' installed into their apartment will not incur additional cost.

When booking the works, NBN will send each owner/resident a QR code for scheduling, and will be completing 3 to 4 installations per day. If residents miss the initial opportunity, they can arrange this work from NBN for free in the future (on current advice).

J. Solomos has offered to assist residents with their modems if they need setup guidance.

SM will send a notice to all owners informing them of installation arrangements once details become available.

- **Solar Panel Implementation:** The installation has been agreed and is being tentatively scheduled for December 2024. SM will sign the contract on behalf of the Owners Corporation (OC) and notify the insurer once the installation is complete. SM will work with the installer to arrange a works notice to send to owners that includes dates, times, and potential disruptions.
- **CCTV Upgrade:** The EC considered updated quotes from contractor ASR and agreed to proceed with the scope and budget as agreed at the AGM but with a camera that was omitted from the original quote, adding \$220 to the cost.
- **EV charging and energy audit:** The meeting noted consultants JRA have provided two solutions, either:
  - a. Installing a charger for every unit (not a charger in every car spot), or
  - b. Installing fast chargers in the open carpark,

It was noted that only one option can be pursued because of switchboard capacity limitations.

Further information will be sought from JRA on both options ahead of a report being prepared for owners' consideration. The meeting noted for Option A that cables will need to run from a distribution box on each floor to each charger. If agreed by the OC, trays for the cabling to each spot would need to be considered.

- **Electricity charging:** An opportunity to reduce rates for current electricity usage for the common property has been received from the current provider. The EC will obtain more information and review this option at a future meeting.

<ul style="list-style-type: none"> <li>• <b>Decisions:</b> The Executive Committee (EC) agreed the full committee would hold all decision-making authorities.</li> </ul>
<p><b>8. Garage entry and exit signage:</b> Following incidents and ongoing risks from unauthorized access to the building from tailgating into garages, sometimes leading to property loss, cautionary signage is being provided at garage entrances. A quote was obtained from Capital Lines and Signs and a scope of works has been agreed. The SM will issue a work order, to be funded from the Sinking Fund.</p>
<p><b>9. Cleaning Report</b></p> <ul style="list-style-type: none"> <li>• <b>Carpet Cleaning Quote:</b> Approved.</li> <li>• <b>Unreachable Window and Surfaces Cleaning Quote:</b> Approved. Scheduling to be arranged.</li> <li>• <b>Basement Cleaning Quote:</b> Approved.</li> <li>• <b>Wormald Servicing and Invoicing:</b> Wormald to be asked to send invoices each month and confirm monthly reporting arrangements.</li> <li>• <b>Tower Door repair:</b> Resolved.</li> <li>• <b>Unit 206 balcony maintenance:</b> 3 month watching brief.</li> </ul>
<p><b>10. Gardening and Landscaping Report</b></p> <ul style="list-style-type: none"> <li>• <b>Pencil pine trimming:</b> ACT Government approval has been received and the works are scheduled for 19 November 2024.</li> <li>• <b>Rooftop gardens restoration:</b> Completed.</li> <li>• <b>Concrete gutter, slipway, and path cleaning:</b> Completed.</li> <li>•</li> </ul>
<p><b>11. Correspondence Received</b></p> <ul style="list-style-type: none"> <li>• <b>Unit 501 External Shutters Applications:</b> J. Solomos will inspect. Pending his confirmation, the EC will provide approval.</li> <li>• <b>Unit 603 Flooring Application:</b> Application approved with condition that unit owner will provide certification from the supplier that acoustic treatments comply with the Rules.</li> <li>• <b>Unit 706:</b> No update reported.</li> <li>• <b>Unit 708:</b> No update reported.</li> <li>• <b>Unit 710 Pet Application:</b> Approved.</li> </ul>

**12. Other Business**

- **Electricity Meter Upgrade (for Forbes Street only):** Upgrade is scheduled for 22.10.2024 and advices to residents are being sent out by the SM.
- **Noise Investigation:** SM to organise investigations into noise issue from tower roof.

**13. Next meeting**

The next EC meeting will be on Wednesday, 13 November 2024, at 5:00 PM.

There being no further business, the meeting closed at 8:00 PM.

## Units Plan No. 2737

155 Northbourne Avenue Turner ACT 2612

### BALANCE SHEET

AS AT 30 SEPTEMBER 2024

	ACTUAL 30/09/2024	ACTUAL 30/06/2024
<b><u>OWNERS FUNDS</u></b>		
Administrative Fund	145,143.87	108,496.88
Sinking Fund	186,993.02	151,902.26
Cladding	11,979.70	6,013.35
<b><u>TOTAL</u></b>	<b><u>\$ 344,116.59</u></b>	<b><u>\$ 266,412.49</u></b>
<b><u>THESE FUNDS ARE REPRESENTED BY</u></b>		
<b><u>CURRENT ASSETS</u></b>		
Bank Balance Admin Fund	68,431.46	101,109.00
Bank Balance Sinking Fund	141,155.10	128,740.03
Investment A/C Sinking Fund	52,448.31	52,448.31
Investment A/C Sink Fund 2	51,259.04	50,000.00
Investment A/C Sink Fund 3	50,000.00	50,000.00
Bank Balance Cladding	10,920.76	6,307.38
Levies In Arrears	118,387.98	25,530.89
Other Arrears	4,491.02	2,826.32
Interest On Overdue Levies	47.78	417.79
Prepayments	0.00	4,551.90
<b><u>TOTAL ASSETS</u></b>	<b><u>497,141.45</u></b>	<b><u>421,931.62</u></b>
<b><u>LIABILITIES</u></b>		
Gst Clearing Account	8,797.94	(730.30)
Loan - Macquarie Bank	138,165.21	143,823.48
Levies In Advance	6,061.71	12,425.95
<b><u>TOTAL LIABILITIES</u></b>	<b><u>153,024.86</u></b>	<b><u>155,519.13</u></b>
<b><u>NET ASSETS</u></b>	<b><u>\$ 344,116.59</u></b>	<b><u>\$ 266,412.49</u></b>

## Units Plan No. 2737

155 Northbourne Avenue Turner ACT 2612

### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JULY 2024 TO 30 SEPTEMBER 2024

	ACTUAL 01/07/24-30/09/24	BUDGET 01/07/24-30/06/25	VARIANCE %	ACTUAL 01/07/23-30/06/24
<b><u>ADMINISTRATIVE FUND</u></b>				
<b><u>INCOME</u></b>				
Administrative Fund Levy	110,319.95	441,280.00	25.00	427,600.32
Interest On Overdue Levies	(15.60)	0.00	0.00	786.94
Security - Access Cards/Keys	981.81	0.00		234.54
<b><u>TOTAL ADMIN. FUND INCOME</u></b>	<b>111,286.16</b>	<b>441,280.00</b>		<b>428,621.80</b>
<b><u>EXPENDITURE - ADMIN. FUND</u></b>				
Accounting - Bas Preparation	100.00	0.00		400.00
Auditors - Audit Services	1,950.00	2,600.00	75.00	2,010.00
Bank Charges	70.34	320.00	21.98	274.81
Cleaning - Contracts	22,779.11	91,800.00	24.81	88,825.59
Cleaning - General	490.00	15,000.00	3.27	11,947.12
Consultancy	0.00	2,500.00	0.00	9,121.82
Fire Protection Contract	3,516.35	13,200.00	26.64	12,773.42
Electricity	5,366.89	25,000.00	21.47	20,499.03
Gardening - Contract	7,709.20	23,800.00	32.39	22,453.66
Gardening - General	0.00	3,250.00	0.00	2,255.00
Income Tax Expense	(154.00)	500.00	(30.80)	57.32
Insurance - Excess	0.00	5,000.00	0.00	0.00
Insurance - Premium	0.00	95,000.00	0.00	83,601.47
Lift Contract	9,103.80	18,210.00	49.99	16,995.36
Legal Fees	880.00	5,000.00	17.60	2,255.00
Management Fees-Strata	9,821.00	40,250.00	24.40	38,333.32
Management Fees-Schedule B	57.28	1,500.00	3.82	57.27
Room Hire	68.18	0.00		0.00
R & M - Electrical	260.00	8,500.00	3.06	11,194.00
R & M - Plumbing	1,614.75	8,500.00	19.00	8,031.61
R & M - General	2,468.55	40,000.00	6.17	19,833.80
Security - Keys,Remotes,Swipes	0.00	250.00	0.00	(300.00)
Sundry Expenses	(0.03)	1,000.00	0.00	318.46
Meeting Costs/Room Hire	0.00	500.00	0.00	0.00
Telephone	359.55	1,600.00	22.47	1,479.97
Water Consumption	8,178.20	38,000.00	21.52	33,626.24
<b><u>TOTAL ADMIN. EXPENDITURE</u></b>	<b>74,639.17</b>	<b>441,280.00</b>		<b>386,044.27</b>
<b><u>SURPLUS / DEFICIT</u></b>	<b>\$ 36,646.99</b>	<b>\$ 0.00</b>		<b>\$ 42,577.53</b>

## Units Plan No. 2737

155 Northbourne Avenue Turner ACT 2612

### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JULY 2024 TO 30 SEPTEMBER 2024

	ACTUAL	BUDGET	VARIANCE	ACTUAL
	01/07/24-30/09/24	01/07/24-30/06/25	%	01/07/23-30/06/24
Opening Admin. Balance	108,496.88	108,496.88	100.00	65,919.35
<b>ADMINISTRATIVE FUND BALANCE</b>	<b>\$ 145,143.87</b>	<b>\$ 108,496.88</b>		<b>\$ 108,496.88</b>

## Units Plan No. 2737

155 Northbourne Avenue Turner ACT 2612

### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JULY 2024 TO 30 SEPTEMBER 2024

	ACTUAL 01/07/24-30/09/24	BUDGET 01/07/24-30/06/25	VARIANCE %	ACTUAL 01/07/23-30/06/24
<b><u>SINKING FUND</u></b>				
<b><u>INCOME</u></b>				
Sinking Fund Levies	38,326.99	153,307.85	25.00	122,992.56
Interest On Investments	1,259.04	0.00		2,448.31
Interest On Overdue Levies	0.00	0.00	0.00	18.23
Transfer Frm Cladding Fund	0.00	0.00	0.00	(21,698.55)
<b><u>TOTAL SINKING FUND INCOME</u></b>	<b>39,586.03</b>	<b>153,307.85</b>		<b>103,760.55</b>
<b><u>EXPENDITURE - SINKING FUND</u></b>				
Cbs Cladding Contract	0.00	0.00	0.00	53,635.88
Consultancy	0.00	0.00	0.00	600.00
Mb Loan Interest	291.27	0.00		5,538.87
Garden Rejuvenation	0.00	0.00	0.00	13,300.00
Peak Consulting	0.00	0.00	0.00	5,911.82
Roof Repairs	4,204.00	0.00		0.00
Safety - Line Marking/Mirrors	0.00	0.00	0.00	2,327.10
Walkway Repairs	0.00	0.00	0.00	5,000.00
<b><u>TOTAL SINK. FUND EXPENDITURE</u></b>	<b>4,495.27</b>	<b>0.00</b>		<b>86,313.67</b>
<b><u>SURPLUS / DEFICIT</u></b>	<b>\$ 35,090.76</b>	<b>\$ 153,307.85</b>		<b>\$ 17,446.88</b>
Opening Sinking Fund Balance	151,902.26	151,902.26	100.00	134,455.38
<b><u>SINKING FUND BALANCE</u></b>	<b>\$ 186,993.02</b>	<b>\$ 305,210.11</b>		<b>\$ 151,902.26</b>

## Units Plan No. 2737

155 Northbourne Avenue Turner ACT 2612

### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JULY 2024 TO 30 SEPTEMBER 2024

	ACTUAL 01/07/24-30/09/24	BUDGET 01/07/24-30/06/25	VARIANCE %	ACTUAL 01/07/23-30/06/24
<b><u>CLADDING</u></b>				
<b><u>INCOME</u></b>				
Cladding Admin Levies	5,949.55	23,798.16	25.00	23,798.20
Transfer To Sinking Fund	0.00	0.00	0.00	21,698.55
Cladding Investment	0.00	0.00	0.00	677.67
Interest On Investments	0.00	0.00	0.00	(61.61)
Interest On Overdue Levies	16.80	0.00		132.38
<b><u>TOTAL INCOME</u></b>	<b>5,966.35</b>	<b>23,798.16</b>		<b>46,245.19</b>
<b><u>TOTAL EXPENDITURE</u></b>	<b>0.00</b>	<b>0.00</b>		<b>0.00</b>
<b><u>SURPLUS/DEFICIT</u></b>	<b>\$ 5,966.35</b>	<b>\$ 23,798.16</b>		<b>\$ 46,245.19</b>
Opening Balance	6,013.35	6,013.35	100.00	(40,231.84)
<b><u>CLADDING BALANCE</u></b>	<b>\$ 11,979.70</b>	<b>\$ 29,811.51</b>		<b>\$ 6,013.35</b>

## Units Plan No. 2737

155 Northbourne Avenue  
 Turner ACT 2612

### LOT BALANCE REPORT

30 September 2024

<u>Lot No</u>	<u>Unit No</u>	<u>Administrative Fund</u>	<u>Sinking Fund</u>	<u>Other</u>	<u>Total</u>
1	G1	1,146.84	400.52	3.00	1,550.36
2	G2	1,262.06	438.46	0.00	1,700.52
3	G3	1,262.06	438.46	0.00	1,700.52
4	G4	903.60	400.52	198.00	1,502.12
7	17	837.33	290.90	0.00	1,128.23
8	16	898.00	311.98	0.00	1,209.98
9	18	1,213.52	421.60	0.00	1,635.12
10	10	1,262.06	438.46	0.00	1,700.52
11	11	1,262.06	438.46	0.00	1,700.52
12	1	1,213.52	421.60	0.00	1,635.12
13	2	837.33	290.90	0.00	1,128.23
14	3	800.92	278.25	597.42	1,676.59
15	101	1,274.20	442.68	960.71	2,677.59
17	103	1,237.79	427.03	0.00	1,664.82
19	106	1,262.06	438.46	0.00	1,700.52
20	107	1,209.79	421.60	0.00	1,631.39
21	108	-1,317.64	0.00	0.00	-1,317.64
22	109	1,152.84	400.52	11.82	1,565.18
24	19	825.19	286.69	615.53	1,727.41
26	12	1,334.87	463.76	0.00	1,798.63
27	13	1,262.06	438.46	12.94	1,713.46
28	4	1,225.66	425.81	0.00	1,651.47
31	201	1,274.33	446.89	0.00	1,721.22
32	202	1,237.79	430.03	0.00	1,667.82
33	203	1,237.79	427.03	0.00	1,664.82
34	204	1,262.06	438.46	0.00	1,700.52
35	205	1,359.14	472.19	0.00	1,831.33
36	206	1,286.33	446.89	0.00	1,733.22
37	207	-2,564.63	0.00	0.00	-2,564.63
38	208	0.00	129.21	0.00	129.21
40	210	1,419.82	493.27	0.00	1,913.09
42	22	800.92	278.25	0.00	1,079.17
43	24	1,262.06	435.46	0.00	1,697.52
44	14	1,334.87	463.76	0.00	1,798.63
46	7	1,322.74	459.54	0.00	1,782.28
48	9	0.00	79.85	0.00	79.85
49	301	1,310.60	455.32	99.00	1,864.92
50	302	1,262.06	438.46	0.00	1,700.52
51	303	1,274.20	442.68	950.45	2,667.33
52	304	1,237.79	430.03	12.70	1,680.52
53	305	1,383.41	480.62	0.00	1,864.03
54	306	1,310.60	455.32	0.00	1,765.92
55	307	1,286.33	446.89	0.00	1,733.22
57	309	1,322.74	459.54	0.00	1,782.28
58	310	1,444.09	501.70	0.00	1,945.79
59	401	1,334.87	460.76	0.00	1,795.63
60	402	1,331.87	463.76	0.00	1,795.63
63	405	1,444.09	501.70	1,077.23	3,023.02
64	406	1,371.28	476.40	0.00	1,847.68

## Units Plan No. 2737

155 Northbourne Avenue  
 Turner ACT 2612

### LOT BALANCE REPORT

30 September 2024

<u>Lot No</u>	<u>Unit No</u>	<u>Administrative Fund</u>	<u>Sinking Fund</u>	<u>Other</u>	<u>Total</u>
65	407	1,310.60	452.32	0.00	1,762.92
66	408	1,334.87	463.76	0.00	1,798.63
68	410	1,480.49	514.35	0.00	1,994.84
69	501	1,371.28	476.40	0.00	1,847.68
70	502	1,334.87	463.76	0.00	1,798.63
72	504	1,371.28	476.40	0.00	1,847.68
74	506	2,160.07	750.44	0.00	2,910.51
76	509	-2,179.44	0.00	0.00	-2,179.44
77	510	1,516.90	527.00	0.00	2,043.90
78	601	1,395.55	484.84	0.00	1,880.39
79	602	1,383.41	480.62	0.00	1,864.03
80	603	1,480.49	514.35	0.00	1,994.84
81	604	0.00	124.68	0.00	124.68
82	605	1,516.90	527.00	0.00	2,043.90
83	606	2,196.47	760.09	0.00	2,956.56
84	608	1,431.95	497.48	0.00	1,929.43
85	609	1,444.09	501.70	0.00	1,945.79
86	610	1,577.58	548.08	0.00	2,125.66
87	701	2,293.21	796.82	0.00	3,090.03
88	703	2,317.82	802.25	0.00	3,120.07
89	705	1,536.97	532.43	0.00	2,069.40
90	706	2,311.49	802.25	0.00	3,113.74
<b>Total</b>		<b>\$81,500.12</b>	<b>\$30,826.15</b>	<b>\$4,538.80</b>	<b>\$116,865.07</b>

## Units Plan No. 2737

155 Northbourne Avenue  
 Turner ACT 2612

### ACCOUNTS SUMMARY

1 July 2024 to 30 September 2024

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
<b>12110</b>	<b>Administrative Fund</b>	<b>ACCOUNTING - BAS PREPARATION</b>	
09/07/24	BAS June 2024	Kelly Partners (North Sydney)	110.00
09/07/24	GST		-10.00
	<b>Total:</b>		<b>100.00</b>
<b>12505</b>	<b>Administrative Fund</b>	<b>AUDITORS - AUDIT SERVICES</b>	
15/08/24	01/07/23-30/06/24	Kelly Partners (North Sydney)	2,145.00
15/08/24	GST		-195.00
	<b>Total:</b>		<b>1,950.00</b>
<b>13105</b>	<b>Administrative Fund</b>	<b>CLEANING - CONTRACTS</b>	
01/07/24	June 2024	Superior Sparkles Cleaning Ser	8,183.20
01/07/24	GST		-743.93
30/08/24	July 2024	Superior Sparkles Cleaning Ser	8,436.91
30/08/24	GST		-766.99
11/09/24	August 2024	Superior Sparkles Cleaning Ser	8,436.91
11/09/24	GST		-766.99
	<b>Total:</b>		<b>22,779.11</b>
<b>13110</b>	<b>Administrative Fund</b>	<b>CLEANING - GENERAL</b>	
18/07/24	Cleaning Supplies	Superior Sparkles Cleaning Ser	539.00
18/07/24	GST		-49.00
	<b>Total:</b>		<b>490.00</b>
<b>13605</b>	<b>Administrative Fund</b>	<b>FIRE PROTECTION CONTRACT</b>	
24/07/24	01/07/24-31/07/24	Wormald	684.33
24/07/24	GST		-62.21
24/07/24	01/07/24-31/07/24	Wormald	329.13
24/07/24	01/07/24-31/07/24	Wormald	94.77
24/07/24	GST		-8.62
24/07/24	GST		-29.92
05/08/24	01/08/24-31/08/24	Wormald	684.33
05/08/24	GST		-62.21
05/08/24	01/08/24-31/08/24	Wormald	94.77
05/08/24	GST		-8.62
05/08/24	01/08/24-31/08/24	Wormald	329.13
05/08/24	GST		-29.92
10/09/24	01/09/24-30/09/24	Wormald	1,241.23
10/09/24	GST		-112.84
17/09/24	Fire Extinguisher Rp	Wormald	410.30
17/09/24	GST		-37.30
	<b>Total:</b>		<b>3,516.35</b>
<b>13631</b>	<b>Administrative Fund</b>	<b>ELECTRICITY</b>	
04/07/24	01/06/24-30/06/24	Actew Agl Retail	1,665.66

## Units Plan No. 2737

155 Northbourne Avenue  
 Turner ACT 2612

### ACCOUNTS SUMMARY

1 July 2024 to 30 September 2024

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
<b>13631</b>	<b>Administrative Fund</b>	<b>ELECTRICITY</b>	
04/07/24	GST		-151.42
12/07/24	12/04/24-10/07/24	Actew Agl Retail	525.56
12/07/24	GST		-47.78
02/08/24	01/07/24-31/07/24	Actew Agl Retail	1,898.52
02/08/24	GST		-172.59
02/09/24	01/08/24-31/08/24	Actew Agl Retail	1,879.49
02/09/24	GST		-170.86
16/09/24	Vehicle Charger	P Newitt & A Clarke	-65.66
16/09/24	GST		5.97
	<b>Total:</b>		<b>5,366.89</b>
<b>13912</b>	<b>Administrative Fund</b>	<b>GARDENING - CONTRACT</b>	
01/07/24	June 2024	Instyle Canberra	2,058.25
01/07/24	GST		-187.11
25/07/24	July 24	Instyle Canberra	2,140.62
25/07/24	GST		-194.60
05/08/24	August 2024	Instyle Canberra	2,140.62
05/08/24	GST		-194.60
25/09/24	September 2024	Instyle Canberra	2,140.62
25/09/24	GST		-194.60
	<b>Total:</b>		<b>7,709.20</b>
<b>14200</b>	<b>Administrative Fund</b>	<b>INCOME TAX EXPENSE</b>	
31/07/24	Income Tax Expense	Australian Taxation Office	-154.00
	<b>Total:</b>		<b>-154.00</b>
<b>14801</b>	<b>Administrative Fund</b>	<b>LIFT CONTRACT</b>	
03/07/24	Prepayment 1/7-30/9		4,551.90
03/07/24	GST		-413.81
03/07/24	Remove GST		413.81
17/08/24	01/10/24-31/12/24	Kone Elevators Pty Ltd	5,007.09
17/08/24	GST		-455.19
	<b>Total:</b>		<b>9,103.80</b>
<b>14946</b>	<b>Administrative Fund</b>	<b>LEGAL FEES</b>	
31/08/24	Reviewing Letters	Kerin Benson Lawyers	968.00
31/08/24	GST		-88.00
	<b>Total:</b>		<b>880.00</b>
<b>15005</b>	<b>Administrative Fund</b>	<b>MANAGEMENT FEES-STRATA</b>	
04/07/24	Management Fees	Lj Hooker Strata Act	3,542.00
04/07/24	GST		-322.00
01/08/24	Management Fees	Lj Hooker Strata Act	3,542.00
01/08/24	GST		-322.00

## Units Plan No. 2737

155 Northbourne Avenue  
 Turner ACT 2612

### ACCOUNTS SUMMARY

1 July 2024 to 30 September 2024

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
<b>15005</b>	<b>Administrative Fund</b>	<b>MANAGEMENT FEES-STRATA</b>	
02/09/24	Management Fees	Lj Hooker Strata Act	3,719.10
02/09/24	GST		-338.10
	<b>Total:</b>		<b>9,821.00</b>
<b>159525</b>	<b>Administrative Fund</b>	<b>ROOM HIRE</b>	
28/08/24	Room Hire	St Brigid's & St Patrick	75.00
28/08/24	GST		-6.82
	<b>Total:</b>		<b>68.18</b>
<b>1606</b>	<b>Administrative Fund</b>	<b>R &amp; M - ELECTRICAL</b>	
09/07/24	Damaged Bollard Lght	Gmh Electrical	286.00
09/07/24	GST		-26.00
	<b>Total:</b>		<b>260.00</b>
<b>1607</b>	<b>Administrative Fund</b>	<b>R &amp; M - PLUMBING</b>	
05/07/24	July 2024	O'Neill & Brown Plumbing	424.16
05/07/24	GST		-38.56
29/07/24	Water Leak	Margaret Isobel Griffin	-643.50
29/07/24	GST		58.50
05/08/24	August 2024	O'Neill & Brown Plumbing	424.16
05/08/24	GST		-38.56
23/08/24	Toilet Seat Rplc	O'Neill & Brown Plumbing	460.57
23/08/24	GST		-41.87
05/09/24	September 2024	O'Neill & Brown Plumbing	424.16
05/09/24	GST		-38.56
25/09/24	Deck Tights Rplc	O'Neill & Brown Plumbing	686.68
25/09/24	GST		-62.43
	<b>Total:</b>		<b>1,614.75</b>
<b>16090</b>	<b>Administrative Fund</b>	<b>R &amp; M - GENERAL</b>	
01/07/24	Blocked Chute Check	Wastech Engineering Pty Ltd	724.90
01/07/24	GST		-65.90
24/07/24	Quart Maint July 202	Capital Doorworks	275.00
24/07/24	GST		-25.00
31/07/24	Prev Maint July 2024	Pacific Fm Pty Ltd	687.50
31/07/24	GST		-62.50
23/08/24	Door Latch Repair	Precision Facilities Managemnt	286.00
23/08/24	GST		-26.00
09/09/24	206 Balcony Repairs	Reliance Building Services	742.00
09/09/24	GST		-67.45
	<b>Total:</b>		<b>2,468.55</b>
<b>16710</b>	<b>Administrative Fund</b>	<b>SUNDRY EXPENSES</b>	
29/08/24	Remove Postage Chrg	Remove Postage Chrg	6.00

## Units Plan No. 2737

155 Northbourne Avenue  
 Turner ACT 2612

### ACCOUNTS SUMMARY

1 July 2024 to 30 September 2024

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
<b>16710</b>	<b>Administrative Fund</b>	<b>SUNDRY EXPENSES</b>	
29/08/24	GST		-0.55
29/08/24	Remove Postage Chrg	Remove Postage Chrg	6.00
29/08/24	GST		-0.55
29/08/24	Remove Postage Chrg	Remove Postage Chrg	6.00
29/08/24	GST		-0.55
29/08/24	Remove Postage Chrg	Remove Postage Chrg	6.00
29/08/24	GST		-0.55
29/08/24	Remove Postage Chrg	Remove Postage Chrg	6.00
29/08/24	GST		-0.55
29/08/24	Remove Postage Chrg	Remove Postage Chrg	3.00
29/08/24	GST		-0.27
29/08/24	Remove Postage Chrg	Remove Postage Chrg	6.00
29/08/24	GST		-0.55
29/08/24	Remove Postage Chrg	Remove Postage Chrg	6.00
29/08/24	GST		-0.55
29/08/24	Remove Postage Chrg	Remove Postage Chrg	3.00
29/08/24	GST		-0.27
29/08/24	Remove Postage Chrg	Remove Postage Chrg	3.00
29/08/24	GST		-0.27
29/08/24	Remove Postage Chrg	Remove Postage Chrg	3.00
29/08/24	GST		-0.27
30/08/24	Postage to OC Fees	Move Postage To Mgmt Fees	-60.00
30/08/24	GST		5.45
	<b>Total:</b>		<b>-0.03</b>
<b>16805</b>	<b>Administrative Fund</b>	<b>TELEPHONE</b>	
05/07/24	25/06/24-24/07/24	Now Technologies	131.84
05/07/24	GST		-11.99
05/08/24	25/07/24-24/08/24	Now Technologies	131.84
05/08/24	GST		-11.99
05/09/24	25/08/24-24/09/24	Now Technologies	131.84
05/09/24	GST		-11.99
	<b>Total:</b>		<b>359.55</b>
<b>17031</b>	<b>Administrative Fund</b>	<b>WATER CONSUMPTION</b>	
11/07/24	11/04/24-10/07/24	Icon Water	8,178.20
	<b>Total:</b>		<b>8,178.20</b>
<b>2400611</b>	<b>Sinking Fund</b>	<b>MB LOAN INTEREST</b>	
31/07/24	July Interest		291.27
	<b>Total:</b>		<b>291.27</b>

## Units Plan No. 2737

155 Northbourne Avenue  
Turner ACT 2612

### ACCOUNTS SUMMARY

1 July 2024 to 30 September 2024

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
<b>25101</b>	<b>Sinking Fund</b>	<b>ROOF REPAIRS</b>	
11/07/24	Roof Flashings Repai	O'neill & Brown Plumbing	4,624.40
11/07/24	GST		-420.40
	<b>Total:</b>		<b>4,204.00</b>

## **Units Plan No. 2737**

155 Northbourne Avenue  
Turner ACT 2612

# **CREDITORS BALANCE REPORT**

30 September 2024

Account No

Name

Amount

No Records To Report

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## MINUTES OF EXECUTIVE COMMITTEE MEETING

**Units Plan No. 2737 Space The Residence**

**155 Northbourne Avenue Turner ACT**

---

**DATE** Wednesday 11 December 2024

**TIME** Commenced at 5:00pm

**LOCATION** Caretaker s Office, 155 Northbourne Avenue TURNER ACT and  
Online via Zoom

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### ATTENDEES

<b>Committee Members in Attendance</b>
B Beeton
M Hill
R Dawson
J Solomos
G Wood

<b>LJ Hooker Strata ACT (LJH) Representative</b>
M Tett

<b>Apologies</b>
Nil

<p><b>1. Appointment of meeting Chair</b></p> <p>J Solomos</p>
<p><b>2. Acceptance of EC Meeting Minutes – 13 November 2024</b></p> <p>Accepted</p>
<p><b>3. Declarations of Personal Interest</b></p> <p>M Hill – 206 Balconies</p>
<p><b>4. Strata Manager's (SM) Report</b></p> <p><b>LJH Tracking Report:</b> All updates are included in the below.</p>
<p><b>5. Treasurer's Report</b></p> <p><b>Budget Report:</b> Noted, see attached.</p> <p><b>Lot Report:</b> Units 705 &amp; 706 have now paid their outstanding balance.</p> <p><b>Term Deposit:</b> Rollover is due on 22nd December 2024 and 4th January 2025. It was agreed to continue to re-invest them at the highest available rate for six months.</p>
<p><b>6. Insurance Report</b></p> <p>No claims recorded.</p> <p><b>Letterbox:</b> Follow up with the owner of unit 210. If they have any concerns, they should let us know.</p>
<p><b>7. Health and Safety Report</b></p> <p>Security: Reminder to be sent owners to not place keys in mailboxes due to the risk of theft and security breach for the complex. SM will organize the necessary communications.</p>
<p><b>8. General Business</b></p> <ul style="list-style-type: none"> <li>• <b>NBN Fibre Upgrade:</b> The NBN Fibre Upgrade document has been signed, and the invoice has been paid. Residents should have received a notice that installation should occur between now and March 2025. Updates will be circulated as received.</li> <li>• <b>Solar Panel Implementation:</b> Works are tentatively scheduled to commence on 6 January 2025. On the 7th, a crane will be installed on site, and cones may be placed during this time. Most of the work should be completed on the 7th. There will be a power shutdown on the 10th from the street, with a letter being issued and a reminder closer to the date.</li> <li>• <b>CCTV Upgrade:</b> ASR has completed the installation. We are currently waiting on a quote to increase the footage storage, as it only retains recordings for nine days.</li> </ul>

Forbes St does not have this issue. A training session for the EC will be organized through Jim in the New Year.

- **EV charging and energy audit:** Final invoice to be paid.
- **Fob Audit:** Regarding the Fob Audit and replacement PC for the fob system, responses from owners were due by 1st December 2024, and 52 responses have been received. It was agreed to do a second letter to those units that have not responded. After a cut-off date, any access devices not recorded will be deactivated.
- **PC Replacement:** Jim is waiting for a quote which will be circulated with the EC.
- **Tower Stairwell Keying:** A quote has been obtained to rekey the building. However, due to the costs, it was agreed not to proceed with this work.

#### 9. Building Maintenance / Cleaning

- **Preventative maintenance report, including garage exhaust:** Request a quote from PFM for the garage exhaust.
- **Roof repairs:** These works have been completed. SM to inform effected unit that the work has been done.
- **Window and plant room leaks:** There are leaks in the plant room roof, especially during heavy rain. The 5th-floor water leak issue through the window seal has improved since the cladding was replaced. This will be monitored during normal rain to see if it leaks again.
- **Lift emergency line upgrade:** The upgrade is scheduled for this week.
- **Bin room driveway access damage:** EC agree to go ahead with the quote from Brankorp, to both repair the wall and install the protective plates.
- **Wormald servicing and invoicing:** Monthly servicing and invoicing details are now being sent to the EC.
- **Tower entrances cleanliness:** Meredith is spraying the complex to stop dogs from urinating on the walls.
- **Unit 206 balcony maintenance:** A 3-month watching brief is in place until the end of January 2025. After this period, any resultant water damages will be addressed.
- **Basement cleaning:** Completed on 18th November 2024.
- **Common area lighting repairs:** Lights on several floors in the interior stairwells on the northern end of Forbes Street are not turning off. SM to follow up. If any lights on the floor or stairwell break, the EC will replace all the public area lighting on the floor stairwell at the same time.
- **Audit of Items Above Storage Cages:** A letter was issued on 18th November 2024, advising that any items stored on common property would be removed as they constitute a fire risk by blocking sprinklers. A follow-up letter will be sent in January for removal within two weeks.

- **Cooking Oil:** Unit 5 noted that when the container is full, they will collect it for recycling to help the environment. The EC is seeking to have a secure lid and is requesting it be collected once full and at least once a week.

#### 10. Gardening and Landscaping Report

- **Pencil pine trimming:** These works have been completed.

#### 11. Correspondence Received

- **Unit 706:** Can be removed from the agenda.
- **Garage Door Closing Time:** It is currently set to 10-15 seconds. M Hill will follow up with Building Manager to see if he can adjust this.
- **Birch Tree for G02:** A request to remove a tree was discussed by the EC. It was agreed that the tree does not appear to be causing any compromising damage but will be checked with an horticulturalist.

**Air-conditioning Application:** The EC noted the application involves penetrating the common area and further advice is to be sought from the owner.

#### 12. Other Business

**BM Involvement:** We need to establish a process to keep the Building Manager in the loop. SM to investigate adding them onto the LJH Strata App.

#### 13. Next meeting

The next EC meeting will be on Wednesday, 12 February 2025, at 5:00 PM.

There being no further business, the meeting closed at **6:40PM.**

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## MINUTES OF EXECUTIVE COMMITTEE MEETING

**Units Plan No. 2737 Space The Residence**

**155 Northbourne Avenue Turner ACT**

---

**DATE** Wednesday 12 February 2025  
**TIME** Commenced at 5:00pm  
**LOCATION** Caretaker s Office, 155 Northbourne Avenue TURNER ACT and Online via Zoom

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### ATTENDEES

<b>Committee Members in Attendance</b>
B Beeton
M Hill
R Dawson ( <i>Zoom</i> )
J Solomos
G Wood

<b>LJ Hooker Strata ACT (LJH) Representative</b>
M Tett

<b>Apologies</b>
Nil

<p><b>1. Appointment of meeting Chair</b></p> <p>J Solomos</p>
<p><b>2. Acceptance of EC Meeting Minutes – 11 December 2024</b></p> <p>Accepted</p>
<p><b>3. Declarations of Personal Interest</b></p> <p>M Hill – 206 Balconies.</p>
<p><b>4. Strata Manager's (SM) Report</b></p> <p><b>App:</b> The Strata Manager (SM) noted that there are some teething issues with the app. LJ Hooker is aware of these issues and is actively working on resolving and making updates. We will be obtaining a poster on how to join the app, which will be displayed in the building. If anyone is experiencing difficulties logging in, they are encouraged to contact LJ Hooker for assistance.</p> <p><b>LJH Tracking Report:</b> All updates discussed in the topics below.</p>
<p><b>5. Treasurer's Report</b></p> <p>See attached report.</p> <p><b>Arrears:</b> The SM will follow up outstanding arrears.</p>
<p><b>6. Insurance Report</b></p> <p>No claims recorded.</p>
<p><b>7. Health and Safety Report</b></p> <p><b>Security:</b> Recent break-ins, theft, and damage incidents at the complex were discussed.</p> <p>Another reminder is to be sent to all owners and residents reminding them to remain vigilant and ensure no one tailgates or enters the basement after them. It was noted that Crimestoppers is the preferred contact point for reporting any incidents, rather than directly contacting the police, and owners and residents are encouraged to report as soon as they can.</p>
<p><b>8. General Business</b></p> <ul style="list-style-type: none"> <li>• <b>NBN Fibre Upgrade:</b> Decon, the company undertaking the work, has confirmed they plan to begin scoping for the NBN 'backbone' (non-residential) parts of the building in February.</li> <li>• Once that body of work is completed, they will coordinate with owners and residents ahead of connecting with individual units.</li> <li>• <b>Solar Panel Implementation:</b> The system is now operating, and the monitoring system is being established. The EC agreed to entering into a maintenance contract</li> </ul>

through Solarhub and costs will be included in next financial year's budget. Once the monitoring system is operational, SM will send electricity bills to the EC for review and payment confirmation.

- **Fob Audit:** For building security, it is important that all fobs giving access to the building are verified as being 'legitimate'. There have been incidents of lost or stolen fobs being used to gain access (and for example stealing mail from the foyer) and these should be remotely disabled once identified.
- Owners and residents that haven't yet responded to requests (see form attached) will be progressively contacted advising that fobs will commence to be deactivated. Instructions on how to reactivate fobs will be included.
- **Intercom Upgrade:** SM will arrange for a quote from ASR for the intercom system upgrade. The current system is at its end of life and requires replacement. The EC noted an allocation for the work has been included in the current Sinking Fund approvals.

## 9. Building Maintenance / Cleaning

- **Tower Roof Height Safety Rectification:** An urgent and unavoidable Tower roof access safety issue has been reported and advice sought. Touchdown has submitted a report with recommended works, which has been approved by the EC for the earliest possible date.
- **Tower Roof Leaks – Plant Room and 2 Apartments on 7th Floor:** Recent storm activity has led to leak reports for apartments 710, 706, and the plant room. Unfortunately, these repairs need to wait until the roof safety is addressed.
- **Door Replacement – Near Bin Room Driveway Access:** Damage was caused by individuals attempting (unsuccessfully) to access the room. SM will obtain a quote for a metal protective plate to cover the damaged area, which will also act as a preventive measure against break-ins.

Additionally, a quote will be requested for a timber or rubber covering to prevent further damage to the external walls when the rubbish and recycling bins are being moved in and out of the building.

- **Sparkles Contract Consideration:** The current contract ends on 30 June 2025, with a provision for continuation. The scope of works will be reviewed by the EC.
- **Wormald Servicing and Invoicing:** SM will request the fire extinguisher servicing report to be sent to the EC.
- **Water Pressure Limiting Valve:** No further action will be taken at this time. Advice from Icon is that the current pressure levels for the building are within their expectations. Owners may wish to carry out maintenance on their pressure limiting and tempering valves.
- **Preventative Maintenance for Tower Garage Exhaust:** SM will send out an out-of-session decision for EC to consider.

- **Tower Garages – Items on Storage Lockers:** SM will coordinate with Julie to remove any items stored on common property in the garage as these pose a risk to the effectiveness of the fire sprinkler system.
- **Unit 206 Balcony Maintenance:** It was noted that no leaks occurred during the recent rainfalls.
- **Water on Balconies:** A letter will be sent to resident regarding overwatering of plants on their balconies and consequent overflow onto public spaces below.
- **Install Light in Alcove Near Gas Turn-Off Valve:** To deter suspicious and undesirable activity in this area, SM will obtain a quote for installing a light in this alcove.
- **Garage Door Closing Time:** Currently set to 10-15 seconds, the closing time will be adjusted to be shorter. SM to inform contractor to do this with their preventative maintenance to limit opportunities for tailgating (which has again recently led to theft from the basement).

#### 10. Gardening and Landscaping Report

- **Instyle Contract Consideration:** The current contract ends on 8 April 2025, with a continuation provision. The EC will review the scope of works.

#### 11. Other Business

- **House Rules:** General Meeting postal vote - to amend the provision for louvres.
- **Loan Renewal:** Renewal for cladding loan is approaching, and contact will be made with relevant owners.
- **Certificates S119:** For rental properties, certificates will now be required. OC will need to organise insulation certificates which the SM will send through further advice and costings.
- **Pre-Renewal Insurance Declaration:** Being reviewed by the EC.
- **Lift Certification:** One of the certifications in the lift expires at the end of this month. SM to follow up with the lift company.

#### 12. Next meeting

The next EC meeting will be on Wednesday, 12 March 2025, at 5:00 PM.

There being no further business, the meeting closed at **7:10pm**.

UP 2737 - Treasurers Report - 31 January 2025

Owners Funds	Status Report 31/01/2025	Actual at 30/6/24
Administration Fund	137,663.28	108,496.88
Sinking Fund	125,751.08	151,902.26
Cladding Fund	17,976.13	6,013.35
<b>Total</b>	<b>281,390.49</b>	<b>266,412.49</b>

B O Q Bank Statement - Cash at Bank	Status Report 31/01/2025	Actual at 30/6/24
Admin Fund	134,261.75	101,109.00
Sinking Fund	139,084.66	128,740.03
Cladding Fund	19,754.31	6,307.38
<b>Total</b>	<b>293,100.72</b>	<b>236,156.41</b>

Term Deposit 6 months at matures	53,763.11	<b>Total Sinking Fund Cash</b> 316,414.04
Term Deposit 6 months at matures	52,576.89	
Term Deposit 8 months at 4.70% matures 16/05/2025	51,235.07	

Levy Arrears /Advance	Arrears 31/01/2025	Advance 31/01/2025	Net Adjusted Lot Report
Admin Fund	4,671.92	-4,798.48	-126.56
Sinking Fund	1,608.67	0.00	1,608.67
Other - Including 8 MB Loan owners	3,156.69	0.00	3,156.69
<b>Total</b>	<b>9,437.28</b>	<b>-4,798.48</b>	4,638.80
	<b>Actual Arrears 31/01/25</b>	<b>9,437.28</b>	<b>4 owners</b>

Macquarie Loan Account		Actual at 30/6/24
Blance Sheet - 1 January 2025	133,284.21	
Repayment Loan Balances	0.00	
Interest - December 24 To be entered	270.45	
Interest - January 25 To be entered	256.82	
Repayment 31 January 2025	-1,983.18	
<b>Macquarie Bank Statement 31/1/2025</b>	<b>131,828.30</b>	<b>143,823.48</b>

**Owners Funds - Sinking Fund -7 months to 31 January 2025**

<b>Balance 30 June 2024</b>	<b>151,902.26</b>
Sinking Fund Levies	76,653.98
Interest Overdue Levies	0.00
Intrest on Investments	5,126.76
MB Loan Interest	-1,359.81
Roof Repairs	-4,204.00
Tower Solar Panels	-49,890.00
JRA Enrgy Audit	-3,240.00
CCTV System Upgrade	-32,000.00
NBN Fibre Upgrade	-11,875.00
Building Improvments	-4,688.56
Building Repairs - Balcony	-674.55
<b>Balance 31 January 2025</b>	<b>125,751.08</b>

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## MINUTES OF EXECUTIVE COMMITTEE MEETING

**Units Plan No. 2737 Space The Residence**

**155 Northbourne Avenue Turner ACT**

---

**DATE** Wednesday 9 April 2025  
**TIME** Commenced at 5:00pm  
**LOCATION** Caretaker s Office, 155 Northbourne Avenue TURNER ACT and Online via Zoom

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### ATTENDEES

<b>Committee Members in Attendance</b>
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M Hill
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R Dawson ( <i>Zoom</i> )
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J Solomos
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G Wood
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B Beeton
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<b>LJ Hooker Strata ACT (LJH) Representative</b>
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M Tett
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<p><b>1. Appointment of meeting Chair</b></p> <p>J Solomos</p>
<p><b>2. Acceptance of EC Meeting Minutes – 12 March 2025</b></p> <p>Accepted</p>
<p><b>3. Declarations of Personal Interest</b></p> <p>M Hill – 206 Balconies.</p> <p>G Wood – Roof leak Unit 24</p>
<p><b>4. Strata Manager’s (SM) Report</b></p> <p><b>LJH Tracking Report:</b> All updates discussed in the topics below.</p> <p><b>Rules Update:</b> General Meeting has been issued for 24 April 2025.</p> <p><b>Leave:</b> SM will be away from 12 April and returning 22 April 2025, Pascal and Georgie will be overseeing Space during this time.</p>
<p><b>5. Treasurer’s Report</b></p> <p><b>Budget Report:</b> See attached.</p> <p><b>Units in arrears:</b> Report noted.</p> <p><b>Arrears Process:</b> it was noted that the Rules previously approved by the Owners Corporation (OC) provides for a 20% interest rate on arrears. The SM will confirm and adjust accordingly.</p> <p>The following revised procedure is agreed for managing arrears:</p> <ul style="list-style-type: none"> <li>• <b>45 days overdue:</b> First letter, \$55 charge</li> <li>• <b>21 days later (66 days overdue):</b> Second letter, \$88 charge</li> <li>• If the arrears are not settled by then, the Executive Committee (EC) will consider the lodgement of the matter with ACAT.</li> </ul> <p><b>Macquarie Bank Loan Renewal:</b> EC members will begin discussions with the bank regarding the cladding loan renewal process within the next one to two weeks.</p>
<p><b>6. Insurance Report</b></p> <p>The renewal has been approved with CHU, and the quote has been accepted. Payment has been processed.</p>
<p><b>7. Health and Safety Report</b></p> <p><b>Break in, theft and damage incidents and responses.</b></p> <p>The meeting noted that damage and theft incidents appear to have abated following remediation, including an apparent increased police presence in the area. Since the last EC meeting, a few plants have been taken from SW corner garden area.</p>

### **Responses to ensure building security continue.**

- Strike plates have been approved for all external doors for services and egress and quotes for replacement of the door damaged by an attempted break in have been approved.
- A damaged bollard light has since repaired and reinstated.

### **8. General Business**

- **NBN Fibre Upgrade:** Building testing has been completed and handed over to NBNCo for commissioning. It was noted that some workmanship repairs (e.g., holes, painting) are still needed.
- Faults with the cabling for the intercom system on Forbes Street are being investigated, and contractor CXI has been on-site investigating the issue and is seeking access to a unit for additional testing. Once the causation report is received, next steps will be determined.
- **Solar Panel Implementation:** Confirmation of firmware for monitoring is being requested. It was noted electricity costs are now significant lower.
- **Intercom Upgrade:** Awaiting a third quote before moving forward with discussions on next steps.
- **Fob Audit:** Work continues to ensure all active authorised fobs are accounted for and the remainder are cancelled. The authorisations are being managed carefully to ensure owners and residents are protected and not inadvertently lose fob access.
- SM is to confirm access devices it holds and those issued to contractors.
- **PC Update:** Several options regarding the transfer of data holding for surveillance cameras were discussed, and it was agreed to keep a backup from October 2022.
- **Section 119 Certificates Introduction:** The EC has approved the quote from Arcsite to provide information now required under regulation for landlords.

### **9. Building Maintenance / Cleaning**

- **Tower Roof Height Safety Rectification:** Works have been completed. EC to approve payment of the invoice from the Administrative Fund.
- **Roof Leaks – Level 7 Plant Room, 706, 710 and Forbes Street:** RnB Solutions has provided a quote for repairs to the tower roof (\$8,930 including GST), which has been approved by the EC. An additional leak for Unit 706 needs further investigation. SM to let Unit 706 know that the first leak has been resolved, but the second issue is still under investigation.  
Two additional reports were provided for inspections of the roofing above Units 22 and 24. Inspections reports recommended no action was needed for the roof above Unit 22 but repair above Unit 24 was necessary and was approved.

- **Door Replacement – Near Bin Room Driveway Access:** EC has approved the replacement.
- **Bin Room Driveway Access Wall Repair:** Meredith is organizing a quote with Julie.
- **Lift Certification:** Completed and updated documentation has been posted.
- **Sparkles Contract Consideration:** The current contract ends on 30 June 2025, with a provision for continuation. The scope of works will be reviewed by the EC. In progress.
- **Wormald Servicing and Invoicing:** Noted, and continuing to be sent through.
- **Tower Garages – Items on Storage Lockers:** Resident responses have been positive and the matter resolved.
- **Unit 206 Balcony Maintenance:** Awaiting the second quote.
- **Install Light in Alcove Near Gas Turn-Off Valve:** Completed and item closed.
- **Plumbing Defect Repair Quote:** Itemized quote for faults 1 and 2 has been approved.
- **Unit Watering Overflow:** Noted incidents have ceased following followup with relevant units.

#### 10. Gardening and Landscaping Report

- **Instyle Contract Consideration:** The current contract is expiring and its provision for continuation are being reviewed.

#### 10. Correspondence

- **Unit 78. balcony tiling repair:** Works have been completed.
- **Unit 706 re cost of courtyard rectification:** EC to provide correspondence to the owner regarding this matter.
- **Unit 609 Pet Application:** Approved by the EC.
- **Visitor Parking for health and professional attendances:** Short-term parking for specialist health or associated professional visits can be accommodated at the front of the building.

#### 11. Next meeting

The next EC meeting will be on Wednesday, **7 May 2025, at 5:00 PM.**

There being no further business, the meeting closed at 6:40pm.

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## MINUTES OF EXECUTIVE COMMITTEE MEETING

**Units Plan No. 2737 Space The Residence**

**155 Northbourne Avenue Turner ACT**

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**DATE** Wednesday 7 May 2025  
**TIME** Commenced at 5:00pm  
**LOCATION** Caretaker s Office, 155 Northbourne Avenue TURNER ACT

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### ATTENDEES

<b>Committee Members in Attendance</b>
M Hill
R Dawson
J Solomos
G Wood
B Beeton

<b>LJ Hooker Strata ACT (LJH) Representative</b>
M Tett

<p><b>1. Appointment of meeting Chair</b></p> <p>J Solomos</p>
<p><b>2. Acceptance of EC Meeting Minutes – 9 April 2025</b></p> <p>Accepted</p>
<p><b>3. Declarations of Personal Interest</b></p> <p>Nil.</p>
<p><b>4. Strata Manager's (SM) Report</b></p> <p><b>LJH Tracking Report:</b> All updates discussed in the topics below.</p> <p><b>Rules Update:</b> The Strata Manager has submitted an internal request for lodgment of the updated rules</p> <p><b>Personnel Update:</b> G. Rowley is no longer the associate assisting with matters related to UP 2737. A. Andres has now assumed this role.</p>
<p><b>5. Treasurer's Report</b></p> <p><b>Budget Report:</b> Refer to the attached budget report.</p> <p>It was noted that GST lodgment is with LJ Hooker Strata for action.</p> <p><b>Sinking Fund Term Deposit Renewal:</b> The term deposit ending 16.05.2025 will be reinvested for a 6-month period at an interest rate of 4.40%. Additionally, the Executive Committee (EC) will consider investing a fourth term deposit of \$50,000 by August 2025.</p> <p><b>Units in arrears:</b> The Strata Manager will follow up and send correspondence to both the Property Manager and the unit owner where applicable.</p> <p><b>Arrears Process:</b> It was noted that all interest rates on overdue levies are 20%, as stipulated in the UP 2737 Rules.</p> <p>The following revised procedure is agreed for managing arrears:</p> <ul style="list-style-type: none"> <li>• <b>45 days overdue:</b> First letter, \$55 charge</li> <li>• <b>21 days later (66 days overdue):</b> Second letter, \$88 charge (as per new letter provided by the EC)</li> <li>• If the arrears are not then settled, the Executive Committee (EC) will consider the lodgement of the matter with ACAT.</li> </ul> <p><b>Macquarie Bank Loan Renewal:</b> Following up with Macquarie for loan renewal. Advice will be sent to the unit owners who are still paying the loan along with the option to pay out. Strata Manager to provide names/units of the units that are on the loan.</p>
<p><b>6. Insurance Report</b></p>

There are no new insurance matters to note at this time.

Bollard damage: A quote for repair has been sent to the responsible party. It was noted that additional charges may arise once the repair works commence.

#### 7. Health and Safety Report

It was noted that the basement lights were not functioning at 1:00 PM on Sunday. M. Hill will raise the issue with Sparkles, and the situation will be monitored.

#### 8. General Business

- **NBN Fibre Upgrade:** Installation has been completed and unit owners are now able to transition to NBN.
  - All penetrations comply with national and NBN standards.
  - If an owner identifies incomplete work, Deacon will reattend for repairs.
  - If Wormald identifies any non-compliance, Deacon will also reattend to rectify.
- **Solar Panel Implementation:** The installation has been completed, and this item will now be removed from the agenda.
  - Reporting monitoring is ongoing due to unknown anomalies.
  - The Strata Manager is obtaining a quote for ongoing solar panel maintenance.
- **Fob Audit:** The audit is ongoing with M. Hill and Sparkles. Firmware confirmation is still in progress.
- **PC Update:** A contractor was on site today conducting work to progress this matter.
- **Forbes St Fob System Repair:** The system is currently inoperative at the northern entrance. To complete the repair, a hole must be cut into an apartment. The Strata Manager will confirm with the unit owner to seek approval for the work and the installation of a hatch for future access. All associated costs will be covered by the Owners Corporation.
- **Pest Control:** The Strata Manager will confirm whether bait stations at the complex have ongoing pest control services, and Sparkles will be asked to refill the bait stations where necessary.
- **Section 119 Certificates Introduction:** ArcSite has provided an insulation assessment to meet the requirements for Section 119 Certificates for landlords.
- **Parking:** draft notice has been prepared for vehicles that are persistent offenders. It was agreed that Sparkles is authorised to place these notices on offending vehicles as needed.

#### 9. Building Maintenance / Cleaning

- **Intercom Upgrade:** Three quotes have been received; a fourth quote is still pending.
- **Tower fire Escape Lighting Upgrade:** Awaiting additional quotes.
- **Tower Roof Height Safety Rectification:** Works have been completed.
- **Roof Leaks – Level 7 Plant Room, 706, 710 and Forbes Street:** Leak repairs have been completed.
  - A second leak at Unit 706 is still under investigation – awaiting further update.
  - A quote is being obtained from PFM for resultant water damage to Unit 710.
  - The EC extends thanks to RnB Solutions for their thorough work and reporting.
  - It was noted in regards to the shadowing at a unit in Forbes Street that some other owners have noted similar issues, which they addressed either by filling and/or painting.
- **Door Replacement – Near Bin Room Driveway Access:** Completed. This item can be removed from the agenda.
- **Bin Room Driveway Access Wall Repair:** Approved. The Strata Manager to confirm that a work order has been issued.
- **Sparkles Contract Consideration:** The current contract ends on 30 June 2025. Graeme and Meredith to finalise the scope which SM will send through to Sparkles to tender.
- **Wormald Servicing and Invoicing:** Ongoing. The Strata Manager will confirm contract expiry and initiate tendering as needed.
- **Unit 206 Balcony Maintenance:** Completed. This item can be removed from the agenda.
- **Plumbing Defect Repair Quote:** Itemized quote for faults 1 and 2 has been approved.

#### 10. Gardening and Landscaping Report

- **Instyle Contract Consideration:** Currently on a month to month with their services.

#### 10. Correspondence

- **Unit 706 re courtyard and other matters:** Reply has been sent.

#### 11. Next meeting

The next EC meeting will be on Wednesday, **18 June 2025, at 5:00 PM.**

There being no further business, the meeting closed at 6:40pm

## Treasurer's report 30 April 2025

UP 2737 - Treasurers Report -30 April 2025			
<b>Owners Funds</b>			
	<b>Status Report</b>	<b>Actual</b>	
	<b>30/4/2025</b>	<b>at 30/6/24</b>	
Administration Fund	86,663.80	108,496.88	
Sinking Fund	197,992.97	151,902.26	
Cladding Fund	23,996.14	6,013.35	
<b>Total</b>	<b>308,652.91</b>	<b>266,412.49</b>	
<b>B O Q Bank Statement - Cash at Bank</b>			
	<b>Status Report</b>	<b>Actual</b>	
	<b>30/4/2025</b>	<b>at 30/6/24</b>	
Admin Fund	47,598.90	101,109.00	
Sinking Fund	174,074.93	128,740.03	
Cladding Fund	22,419.47	6,307.38	
<b>Total</b>	<b>244,093.30</b>	<b>236,156.41</b>	
Term Deposit 6 months at 4.85% matures 22/06/2025	53,763.11	<b>Total Sinking Fund Cash</b>	
Term Deposit 6 months at 4.85% matures 04/07/2025	52,576.89	<b>354,069.47</b>	
Term Deposit 8 months at 4.70% matures 16/05/2025	51,235.07		
<b>Levy Arrears /Advance</b>			
	<b>Arrears</b>	<b>Advance</b>	<b>Net Adjusted</b>
	<b>30/4/2025</b>	<b>30/4/2025</b>	<b>Lot Report</b>
Admin Fund	9,720.30	-18.98	9,701.32
Sinking Fund	3,350.76	0.00	3,350.76
Other - Including 8 MB Loan owners	3,574.77	0.00	3,574.77
<b>Total</b>	<b>16,645.83</b>	<b>-18.98</b>	<b>16,626.85</b>
<b>Macquarie Loan Account</b>			
		<b>Actual</b>	
		<b>at 30/6/24</b>	
Balance Sheet -1 April 2025	128,342.77		
Repayment Loan Balances	0.00		
Interest - April 25	259.92		
Repayment April 2025	-1,983.18		
<b>Macquarie Bank Statement 30/4/2025</b>	<b>126,619.51</b>	<b>143,823.48</b>	
<b>Owners Funds - Sinking Fund - 10 months to 31 March 2025</b>			
<b>Balance 30 June 2024</b>	<b>151,902.26</b>		
Sinking Fund Levies	114,980.97		
Interest Overdue Levies	0.00		
Intrest on Investments	5,126.76		
MB Loan Interest	-2,367.91		
Roof Repairs	-4,204.00		
Tower Solar Panels	-14,967.00		
JRA Enrgy Audit	-3,240.00		
CCTV System Upgrade	-32,000.00		
NBN Fibre Upgrade	-11,875.00		
Building Improvments	-4,688.56		
Building Repairs - Balcony	-674.55		
<b>Balance 30 April 2025</b>	<b>197,992.97</b>		

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## MINUTES OF EXECUTIVE COMMITTEE MEETING

**Units Plan No. 2737 Space The Residence**

**155 Northbourne Avenue Turner ACT**

---

**DATE** Wednesday 9 July 2025  
**TIME** Commenced at 5:00pm  
**LOCATION** Caretaker s Office, 155 Northbourne Avenue TURNER ACT

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### ATTENDEES

<b>Committee Members in Attendance</b>
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M. Hill
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R. Dawson ( <i>Zoom</i> )
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J. Solomos
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G. Wood ( <i>Zoom</i> )
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<b>Apologies</b>
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B. Beeton
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<b>LJ Hooker Strata ACT (LJH) Representative</b>
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M. Tett
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<p><b>1. Appointment of meeting Chair</b></p> <p>J. Solomos</p>
<p><b>2. Acceptance of EC Meeting Minutes – 18 June 2025</b></p> <p>Accepted</p>
<p><b>3. Declarations of Personal Interest</b></p> <p>Nil</p>
<p><b>4. Strata Manager’s (SM) Report</b></p> <p><b>LJH Tracking Report:</b> All updates discussed in the topics below.</p> <p><b>Rules Update:</b> The lodgment to Land Titles has been processed. However, some inconsistencies in the current Rules have been identified and will require amendments. Strata Manager (SM) to confirm whether the lodged rules can be uplifted and relodged.</p>
<p><b>5. Treasurer’s Report</b></p> <p><b>June 2025 Report:</b> Finalization of the June 2025 Report has been delayed due to ongoing amendments. The updated document will be circulated once the revisions are complete.</p> <p><b>Units in Arrears:</b> Arrears are being actively monitored and followed up with the relevant owners. The first arrears notice has been issued for owners who are 45 days over due. As agreed by the Executive Committee (EC), the second notice will be sent 21 days after the first for owners who are still overdue.</p> <p><b>Bollard Repair Payment:</b> The invoice has been forwarded directly for payment. A follow-up is underway to confirm that payment has been made to Sparkles.</p> <p><b>Macquarie Bank Loan Renewal:</b> Communication has been sent to the eight unit owners regarding loan renewal options. The loan is set to automatically roll over on 10 October 2025. The SM will provide discharge information to owners as requested.</p>
<p><b>6. Insurance Report</b></p> <p>There were no insurance matters to note.</p>
<p><b>7. Health and Safety Report</b></p> <p><b>Security Incident:</b> An individual failed to wait for the tower garage door to fully close, allowing an unauthorised person on a scooter to gain access to the basement. A fob was taken from a vehicle (note: no keys were taken). The intruder returned to the complex on subsequent nights. The stolen fob has since been deactivated. The SM will issue a reminder letter to all owners regarding garage security and access protocols.</p>
<p><b>8. General Business</b></p> <ul style="list-style-type: none"> <li><b>2025 AGM Preparation:</b></li> </ul>

- Tentative date for the AGM 20 August 2025 (assuming the financial audit can be finalised in time), with papers to be issued by 1 August 2025.
- 2025 Budget finalisation and audit underway.
- 2026 Draft Budget under review.
- EV Charging Information Paper will be distributed to all owners prior to the AGM paper
- Foyer Furniture Request – unit owners have submitted an informal request to the EC to install furniture in the tower foyer. The EC has no in-principle concerns and understands owners will develop and submit a formal proposal for the Owners Corporation to consider at a future AGM. The SM will ascertain and advise on whether there would be any insurance implications.
- Report on work undertaken for the year to 30 June 2025 is to be prepared for owners.
- EC Members intentions for next year – Some vacancies on the Executive Committee are expected for the upcoming term. SM is to include a note in the paperwork that owners are encouraged to nominate if they are interested in contributing to the running of the building.
- Power analysis (for solar panel implementation) will be included in the papers for owners.
- **Parking Update:** Sparkles will continue to place notices on offending vehicles as required.

#### 9. Building Maintenance / Cleaning

- **Unapproved Works:** A unit has undertaken lighting upgrades without prior EC consideration or approval. Installation involved drilling into concrete, installing new external lights and changes to external light fittings in breach of the building's Rules. The matter is being investigated.
- **Intercom Upgrade:** Esteemed has provided a sample unit. J Solomos will prepare and present a recommendation for owners' consideration.
- **Tower fire Escape Lighting Upgrade:** The EC has approved the upgrade. The contractor has ordered materials.
- **Roof Leaks:** An owner has reported leaking into their bedroom. An investigation of the tower roof is being sought from RnB Solutions.
- **Wormald Quote:** EC approved maintenance quote.
- **Wormald Servicing and Invoicing:** The committee are seeking quotes to compare to the current Wormald contract and the SM has received one quote from 360 Degree and is awaiting a second from OBFS.

- **Plumbing Defect Repair Quote:** Still leaking in the basement. A revised quote for defect repair is pending.
- **Forbes Street door swipe access is broken:** Swipe access is non-operational at a Forbes Street door. A work order has been issued to CXI, and following a number of delays a deadline has been issued for Friday 11 July 2025 to schedule, or an alternative contractor will be engaged.
- **Clear Leaves on tower garage roof:** The SM has issued a work order to Sparkles for leaf clearing from the tower garage door. The SM will follow up to confirm completion of the works.
- **Clear Leaves on Forbes St roof:** An owner has noted that the gutters on Forbes St building are full of the leaves. The SM to follow up.

#### 10. Gardening and Landscaping Report

There were no items to note.

#### 11. Correspondence

**Unit 408 – Shutter Installation repair:** It was noted that window shutters on the tower are the responsibility of individual unit owners. A recent installation was completed by Watson Blinds for another unit within the complex, using shutters that match the existing building design.

#### 12. Next meeting

The next EC meeting will be on Wednesday, **13 August 2025, at 5:00 PM.**

There being no further business, the meeting closed at 7:00pm

## Treasurer's Report – 30 June 2025

UP 2737 - Treasurers Report - 30 June 2025			
<b>Owners Funds</b>	<b>Status Report</b>	<b>Actual</b>	
	<b>30/6/2025</b>	<b>at 30/6/24</b>	
Administration Fund	183,725.71	108,496.88	
Sinking Fund	192,668.80	151,902.26	
Cladding Fund	0.00	6,013.35	
<b>Total</b>	<b>376,394.51</b>	<b>266,412.49</b>	
<b>B O Q Bank Statement - Cash at Bank</b>	<b>Status Report</b>		
	<b>30/6/2025</b>	<b>at 30/6/24</b>	
Admin Fund	128,814.12	101,109.00	
Sinking Fund	200,833.62	128,740.03	
Cladding Fund	-433.42	6,307.38	
<b>Total</b>	<b>329,214.32</b>	<b>236,156.41</b>	
<b>Term Deposit 6 months at 4.1% matures 22 Dec 2025</b>	55,063.29	<b>Total Sinking Fund Cash and Deposits</b>	
<b>Term Deposit 6 months at 4.85% matures 4 July 2025</b>	52,576.89	<b>360,903.00</b>	
<b>Term Deposit 6 months at 4.70% matures 16 Nov 2025</b>	52,429.20		
<b>Levy Arrears /Advance (-)</b>	<b>Arrears</b>	<b>Advance (-)</b>	<b>Net Adjusted</b>
	<b>30/6/2025</b>	<b>31/5/2025</b>	<b>Lot Report</b>
Administrative Fund	17,472.20	-2,077.80	15,394.40
Sinking Fund	5,754.79	0.00	5,754.79
Other - Including 8 Cladding Loan owners	6,198.80	0.00	6,198.80
<b>Total</b>	<b>29,425.79</b>	<b>-2,077.80</b>	<b>27,347.99</b>
<b>Macquarie Cladding Loan Account</b>		<b>Actual</b>	
		<b>at 30/6/24</b>	
Balance Sheet - 1 June 2025	124,868.72		
Repayment of Loan Balances	0.00		
Interest - June 25	244.98		
Repayment June 2025	-1,983.18		
<b>Macquarie Bank Statement 31/5/2025</b>	<b>123,130.52</b>	<b>143,823.48</b>	
<b>Sinking Fund - year to 30 June 2025</b>			
<b>Balance 30 June 2024</b>	<b>151,902.26</b>		
Sinking Fund Levies	153,307.96		
Interest Overdue Levies	0.00		
Interest on Investments	7,621.07		
MB Loan Interest	-3,105.20		
Roof Repairs	-33,094.91		
Tower Solar Panels	-49,890.00		
JRA Energy Audit	-3,240.00		
CCTV System Upgrade	-32,000.00		
NBN Fibre Upgrade	-23,500.00		
Building Improvements	-4,688.56		
Building Repairs - Balcony	-674.55		
Transfer from cladding account	30,030.73		
<b>Balance 30 June 2025</b>	<b>192,668.80</b>		

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## MINUTES OF EXECUTIVE COMMITTEE MEETING

**Units Plan No. 2737 Space The Residence**

**155 Northbourne Avenue Turner ACT**

---

**DATE** Wednesday 13 August 2025  
**TIME** Commenced at 5:00pm  
**LOCATION** Caretaker s Office, 155 Northbourne Avenue TURNER ACT

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### ATTENDEES

<b>Committee Members in Attendance</b>
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M. Hill
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R. Dawson
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J. Solomos
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G. Wood
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<b>Apologies</b>
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B. Beeton
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<b>LJ Hooker Strata ACT (LJH) Representative</b>
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M. Tett
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<p><b>1. Appointment of meeting Chair</b></p> <p>J. Solomos</p>
<p><b>2. Acceptance of EC Meeting Minutes – 9 July 2025</b></p> <p>Accepted</p>
<p><b>3. Declarations of Personal Interest</b></p> <p>Nil</p>
<p><b>4. Strata Manager's (SM) Report</b></p> <p><b>LJH Tracking Report:</b> All updates discussed in the topics below.</p>
<p><b>5. Treasurer's Report</b></p> <p><b>Units in Arrears:</b> There are currently three units in arrears, which continue to be monitored.</p> <p><b>Bollard Repair Payment:</b> This payment has not yet been made and remains part of an ongoing insurance claim with Solar Hub.</p> <p><b>Macquarie Bank Loan Renewal:</b></p> <ul style="list-style-type: none"> <li>○ Two-unit owners have requested to discharge their portion of the loan.</li> <li>○ Two-unit owners have not responded.</li> <li>○ Four owners have indicated they wish to continue with a fixed rate.</li> </ul>
<p><b>6. Insurance Report</b></p> <p>There were no insurance matters to note.</p>
<p><b>7. Health and Safety Report</b></p> <p>OBPS is currently attending to multiple leaks, including one in the basement caused by a corroded union, and another in the plant room air conditioning drain.</p>
<p><b>8. General Business</b></p> <p><b>2025 AGM Preparation:</b> Jim Solomos will provide the Chair's Report. The meeting venue is available until 7:30 PM.</p> <p><b>Parking:</b> Notices have been issued to parking offenders. Monitoring will continue to ensure ongoing compliance.</p>
<p><b>9. Building Maintenance / Cleaning</b></p> <ul style="list-style-type: none"> <li>• <b>Unauthorised Works on Common Property:</b> This matter is dealt with in confidential session.</li> </ul> <p>The reason for dealing with the matter confidentially is that it involves advice concerning potential litigation, or advice that would otherwise be privileged</p>

from production in legal proceedings on the ground of legal professional privilege.

- **Applications for Building Alteration:** Under Rule 5, applications for an alteration require approval at an Annual or General Meeting before work can proceed. The applicants are being advised the Executive Committee (EC) does not have the authority to approve this request.
- **Intercom Repairs and Upgrade:** Repairs have been completed. The upgrade has been approved, and a 20% deposit has been paid. Awaiting confirmation of the start date, with priority given to Forbes Street.
- **Tower Fire Escape Lighting Upgrade:** Works have been completed. The invoice is approved for payment.
- **Plumbing Defect Repairs:** Approved and pending completion.
- **Ongoing Fire Maintenance** To be reviewed and discussed with the incoming EC. Clarification is needed on the scope of work for the quotes.
- **Pacific FM Contract:** The EC agreed to proceed with the proposal.
- **Kone Lift Contract:** Awaiting receipt of the proposal.
- **Insulation Quote:** It was agreed not to proceed with the insulation work, as it was deemed unnecessary and the decision supports cost-saving measures for the complex.
- **Air-conditioner:** Air conditioning works have been carried out at a unit without approval. The Strata Manager is seeking a formal application for these works.
- **Forbes Unit – Roof Leak:** A plumber has attended the site and confirmed the presence of a roof leak. A work order has been issued to RnB to carry out further investigation and complete the necessary repairs.

#### 10. Gardening and Landscaping Report

**Additional Works – Quotes Provided:** Quotes for additional works have been received and will be discussed at the next Executive Committee Meeting, following the approval of the budgets.

#### 10. Correspondence

**Courtyard Leak:** Owners Representative has requested that the Owners Corporation (OC) undertake repairs relating to a courtyard leak. The meeting noted, as previously advised, these repairs fall under the responsibility of the unit owner, and the OC will not be undertaking the requested works.

- **Additional Leak Report:** Another leak has been reported by the Owners Representative. RnB has advised that there is no active leak present and is currently discussing the matter directly with the resident of the Unit.

- **Quote Request – Roof Water Damage:** A quote for repairs to water damage resulting from roof-related issues. This quote is currently being obtained.

#### **11. Next meeting**

The next EC meeting will be on Wednesday, **10 September 2025, at 5:00 PM.**

The meeting recorded a big thank you to Meredith Hill on his imminent retirement from the committee for his significant contributions and technical expertise, which have greatly benefited the complex.

There being no further business, the meeting closed at 7:00pm.

## Treasurer's report

UP 2737 - Treasurers Report - 31 July 2025			
<b>Owners Funds</b>	<b>Status Report</b>	<b>Actual</b>	
	<b>31/7/2025</b>	<b>at 30/6/25</b>	
Administration Fund	160,271.97	182,991.40	
Sinking Fund	177,658.31	192,668.80	
Cladding Fund	-0.63	0.00	
<b>Total</b>	<b>337,929.65</b>	<b>375,660.20</b>	
<b>B O Q Bank Statement - Cash at Bank</b>	<b>Status Report</b>	<b>Actual</b>	
	<b>31/7/2025</b>	<b>at 30/6/25</b>	
Admin Fund	112,051.90	128,814.12	
Sinking Fund	187,800.56	200,833.62	
Cladding Fund	2,497.83	-433.42	
<b>Total</b>	<b>302,350.29</b>	<b>329,214.32</b>	
<b>Term Deposit 6 months at 4.1% matures 22 Dec 2025</b>	55,063.29	<b>Total Sinking Fund Cash and Deposits (before liabilities)</b>	
<b>Term Deposit 6 months at 4.1% matures 4 January 2026</b>	53,841.40	<b>349,134.45</b>	
<b>Term Deposit 6 months at 4.70% matures 16 Nov 2025</b>	52,429.20		
<b>Levy Arrears / Advance (-)</b>	<b>Arrears</b>	<b>Advance (-)</b>	<b>Net Adjusted</b>
	<b>31/7/2025</b>	<b>31/7/2025</b>	<b>Lot Report</b>
Administrative Fund	2,548.66	-434.25	2,114.41
Sinking Fund	885.35	0.00	885.35
Other - Including 8 Cladding Loan owners	2,294.21	-62.92	2,231.29
<b>Total</b>	<b>5,728.22</b>	<b>-497.17</b>	<b>5,231.05</b>
<b>Macquarie Cladding Loan Account</b>		<b>Actual</b>	
		<b>at 30/6/25</b>	
Balance Sheet - 1 July 2025	123,130.52		
Repayment of Loan Balances	0.00		
Interest - July 25	241.57		
Repayment July 2025	-1,983.18		
<b>Macquarie Bank Statement 31/5/2025</b>	<b>121,388.91</b>	<b>123,130.52</b>	
<b>Sinking Fund - year to 30 June 2026</b>			
<b>Balance 30 June 2025</b>	<b>192,668.80</b>		
Sinking Fund Levies	0.00		
Interest Overdue Levies	0.00		
Interest on Investments	1,264.51		
MB Loan Interest	0.00		
Roof Repairs	0.00		
Tower Solar Panels	0.00		
JRA Energy Audit	0.00		
CCTV System Upgrade	0.00		
NBN Fibre Upgrade	0.00		
Building Improvements	-16,275.00		
Building Repairs - Balcony	0.00		
Transfer from cladding account	0.00		
<b>Balance 30 June 2025</b>	<b>177,658.31</b>		

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## MINUTES OF EXECUTIVE COMMITTEE MEETING

**Units Plan No. 2737 Space The Residence**

**155 Northbourne Avenue Turner ACT**

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**DATE** Wednesday 13 August 2025  
**TIME** Commenced at 5:00pm  
**LOCATION** Caretaker's Office, 155 Northbourne Avenue TURNER ACT

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### ATTENDEES

<b>Committee Members in Attendance</b>
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G. Wood
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R. Dawson
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T. Dambiec
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<b>Apologies</b>
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L. Macfarlane
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<b>LJ Hooker Strata ACT (LJH) Representative</b>
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M. Tett
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<p><b>1. Appointment of Office Holders</b></p> <p><b>Chairperson:</b> R. Dawson</p> <p><b>Secretary:</b> T. Dambiec</p> <p><b>Treasurer:</b> G. Wood</p>
<p><b>2. Appointment of Meeting Chair</b></p> <p>R. Dawson</p>
<p><b>3. Acceptance of EC Meeting Minutes – 13 August 2025</b></p> <p>Accepted</p>
<p><b>4. Declarations of Personal Interest</b></p> <p>Nil</p>
<p><b>5. Strata Manager's (SM) Report</b></p> <p><b>LJH Tracking Report:</b></p> <p><b>Fire Control Room Access &amp; Monitoring Update:</b> Sparkles spoke with ACT Fire &amp; Rescue regarding improved emergency access and requested the installation of a secured lock box. The Executive Committee (EC) agreed to proceed with this proposal.</p> <p>It was also noted that the fire system is monitored by JCI Fire Monitoring, engaged via Wormald. The contact details for Space are currently out of date, and an update was requested. The Strata Manager (SM) has contacted Wormald to ensure the monitoring company has the correct contact information.</p>
<p><b>6. Treasurer's Report</b></p> <p><b>Units in Arrears:</b> There are currently 28 units with outstanding levies due on 1 September 2025. One unit has an overdue balance for two levies. An arrears letter will be sent.</p> <p><b>Bollard Repair Payment:</b> Payment has been made directly to Sparkles.</p> <p><b>Macquarie Bank Loan Renewal:</b> Four owners (Units 6, 14, 24, and 37) have requested to discharge their portion of the loan. Two owners have not responded, and two owners wish to continue with a fixed rate. It was agreed that the four requesting owners will discharge, and the remaining four will continue on the new fixed rate.</p> <p><b>Sinking Fund Review:</b> SM to organise quotes will be obtained from the existing provider to update the fund, as well as from new companies for a comparative review.</p>
<p><b>7. Insurance Report</b></p> <p>There were no insurance matters to note.</p>

## 8. Health and Safety Report

There were no matters reported.

## 9. General Business

**Rule Registration:** The rules have been lodged and are currently awaiting a response from Land Titles.

## 10. Building Maintenance / Cleaning

- **Applications for Building Alteration:** Requests for alterations to units need to be considered at a General Meeting under the Rules. These items will be closed off on the EC agenda for now.

- **Unapproved Works Response Update:** This matter is dealt with in confidential session.

The reason for dealing with the matter confidentially is that it involves advice concerning potential litigation, or advice that would otherwise be privileged from production in legal proceedings on the ground of legal professional privilege.

- **Air-Conditioning:** A unit owner is being asked to confirm that the system is plumbed directly, and whether rubber legs and a mat have been placed underneath, and to check the unit has been set back from the balcony for safety.
- **Tower Plant Room Airconditioning Drip Tray Repair Quote:** Approved by the EC.
- **Intercom Repairs and Upgrade:** Intercoms have been ordered and are expected to arrive mid to late September. Installation dates will be proposed, with four weeks' notice to owners and tenants provided. The duration of the installation is to be confirmed.
- **Ongoing Fire Maintenance** Quotes have been received from 360 Degree and O'Neil & Brown Fire (ONBFS), both comparable to the current arrangement with Wormald. The SM will follow up with OBFS to obtain a comparable quote that includes annual fire door inspections under a one-year agreement.
- **SolarHub Maintenance Quote:** Approved by the EC.
- **Kone Lift Contract:** Awaiting receipt of the proposal.
- **Forbes Unit – Roof Leak Quote:** Approved by the EC.

## 10. Gardening and Landscaping

### **Additional Works – Quotes Provided:**

**Quote 2331:** Entrance upgrade - not approved. The damaged steel edging will be

removed and some of the mulch relocated to other areas in the garden.

**Quote 2332:** Irrigation repairs and removal of tripping hazards in the gardens under the birch trees approved by the EC.

**Quote 2333:** SM to obtain a revised quote for topping up mulch for all garden beds, (not using chipped garden waste).

**Quote 2334:** Mulch to nature strip along Forbes Street, not approved.

**Quote 2335:** Supply of 11 new plants to replace losses at Forbes Street approved by the EC.

#### **10. Correspondence**

Correspondence from 2 unit owners was noted, no action needed at this time.

#### **11. Next meeting**

The next EC meeting will be on **Wednesday, 8 October 2025, at 5:00 PM.**

There being no further business, the meeting closed at 6:25pm.

## Treasurer's report 31 August 2025

UP 2737 - Treasurers Report - 31/8/2025			
<b>Owners Funds</b>	<b>Status Report</b>	<b>Actual</b>	
	<b>31/8/2025</b>	<b>at 30/6/25</b>	
Administration Fund	110,126.67	182,991.40	
Sinking Fund	179,589.31	192,668.80	
Cladding Fund	-0.63	0.00	
<b>Total</b>	<b>289,715.35</b>	<b>375,660.20</b>	
<b>B O Q Bank Statement - Cash at Bank</b>	<b>Status Report</b>	<b>Actual</b>	
	<b>31/8/2025</b>	<b>at 30/6/25</b>	
Admin Fund	104,577.13	128,814.12	
Sinking Fund	182,893.84	200,833.62	
Cladding Fund	3,486.05	-433.42	
<b>Total</b>	<b>290,957.02</b>	<b>329,214.32</b>	
Term Deposit 6 months at 4.1% matures 22 Dec 2025	55,063.29	Total Sinking Fund Cash and Deposits (before liabilities)	
Term Deposit 6 months at 4.1% matures 4 January 2026	53,841.40	344,227.73	
Term Deposit 6 months at 4.70% matures 16 Nov 2025	52,429.20		
<b>Levy Arrears /Advance (-)</b>	<b>Arrears</b>	<b>Advance (-)</b>	<b>Net Adjusted</b>
	<b>31/8/2025</b>	<b>31/8/2025</b>	<b>Lot Report</b>
Administrative Fund	29,733.48	-1,310.60	28,422.88
Sinking Fund	10,441.65	-455.32	9,986.33
Other - Including 8 Cladding Loan owners	988.22	-2,007.03	-1,018.81
<b>Total</b>	<b>41,163.35</b>	<b>-3,772.95</b>	<b>37,390.40</b>
<b>Macquarie Cladding Loan Account</b>		<b>Actual</b>	
		<b>at 30/6/25</b>	
Balance Sheet - 1 July 2025	121,388.91		
Repayment of Loan Balances	0.00		
Interest - July 25	230.47		
Repayment July 2025	-1,983.18		
<b>Macquarie Bank Statement 31/8/2025</b>	<b>119,636.20</b>	<b>123,130.52</b>	
<b>Sinking Fund - year to 30 June 2026</b>			
<b>Opening Balance 30 June 2025</b>	<b>192,668.80</b>		
Sinking Fund Levies	0.00		
Interest Overdue Levies	0.00		
Interest on Investments	1,264.51		
MB Loan Interest	0.00		
Roof Repairs	0.00		
Tower Solar Panels	0.00		
JRA Energy Audit	0.00		
CCTV System Upgrade	0.00		
NBN Fibre Upgrade	0.00		
Building Improvements	-14,344.00		
Building Repairs - Balcony	0.00		
Transfer from cladding account	0.00		
<b>Balance 31 August 2025</b>	<b>179,589.31</b>		

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## MINUTES OF EXECUTIVE COMMITTEE MEETING

**Units Plan No. 2737 Space The Residence**

**155 Northbourne Avenue Turner ACT**

---

**DATE** Wednesday 8 October 2025  
**TIME** Commenced at 5:00pm  
**LOCATION** Caretaker s Office, 155 Northbourne Avenue TURNER ACT

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### ATTENDEES

<b>Committee Members in Attendance</b>
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G. Wood
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R. Dawson
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T. Dambiec
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<b>Apologies</b>
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L. Macfarlane
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<b>LJ Hooker Strata ACT (LJH) Representative</b>
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M. Tett
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<p><b>1. Appointment of Meeting Chair</b></p> <p>R. Dawson</p>
<p><b>2. Acceptance of EC Meeting Minutes – 10 September 2025</b></p> <p>Accepted, with the correction that the meeting date was recorded incorrectly.</p>
<p><b>3. Declarations of Personal Interest</b></p> <p>Nil</p>
<p><b>4. Strata Manager's (SM) Report</b></p> <p><b>LJH Tracking Report:</b></p> <p><b>Fire Control Room Access &amp; Monitoring Update:</b> Sparkles has installed a secure lockbox containing a key and access device for both buildings for use by emergency services if needed. Any residents with access or mobility concerns in, for example, an evacuation should contact the SM and provide information that can permit appropriate attention by emergency services personnel.</p> <p><b>Unit report:</b> An agent has reported items left on their vehicle in the tower basement and has requested that the relevant CCTV footage be provided. The EC agreed footage will be reviewed.</p> <p><b>Pressure Reduction Valves: Ongoing issue.</b> Contractor OBPS is attending the tower basement to address a leak. The existing system setup is causing ongoing issues due to the age and older style of plumbing. The EC noted each attempt to adjust or move the unions or threads on these valves has resulted in new leaks. An expert design team has been contacted to explore the possibility of replacing the outdated valve train with a single, more manageable valve. The leak has been reduced to a slow drip but is not fully resolved. Further advice from the expert contractor Vital is being sought.</p>
<p><b>5. Treasurer's Report</b></p> <p><b>September 2025 Report:</b> The Executive Committee (EC) agreed to invest \$50,000 in a term deposit for a 4-month term.</p> <p><b>Units in Arrears:</b> Four units have outstanding levies as at the EC meeting date that were due on 1 September 2025 and will be followed up if they remain overdue.</p> <p><b>Macquarie Bank Loan Renewal:</b> The current fixed rate of interest and repayments expires on 10 October 2025 and in consultation with affected owners the loan is being revised and will increase to reflect current market rates. Four owners have requested to discharge their portion of the loan. Two owners have not responded, and two wish to continue with a fixed rate. The SM will follow up with the units who agreed to discharge to confirm next steps and ensure everyone is informed.</p> <p>The new fixed rate will continue for 3 years until the next review.</p>

<p><b>Sinking Fund Review:</b> Quotes have been circulated to the EC. The SM will obtain samples from Acumentis, and the EC is inclined to proceed with them.</p>
<p><b>6. Insurance Report</b></p> <p>There were no insurance matters to note.</p>
<p><b>7. Health and Safety Report</b></p> <p>There were no matters reported.</p>
<p><b>8. General Business</b></p> <p><b>Rule Registration:</b> The rules have been lodged and are currently awaiting a response from Land Titles.</p>
<p><b>9. Building Maintenance / Cleaning</b></p> <ul style="list-style-type: none"> <li> <p>• <b>Applications for Building Alteration:</b></p> <p><b>Window Film:</b> The EC notes that this would alter the appearance of the complex. The SM will request a sample of a non-reflective film. Based on current information and consideration of window treatments approved in the Rules, approval is not granted.</p> <p><b>Hammock:</b> Application declined due to the need for anchor points into solid walls. A free-standing hammock is suggested as an alternative.</p> <p>The EC is happy to organise a meeting with the owner to discuss these applications.</p> </li> <li> <p>• <b>Unapproved Works Response Update:</b> This matter is dealt with in confidential session.</p> <p>The reason for dealing with the matter confidentially is that it involves advice concerning potential litigation, or advice that would otherwise be privileged from production in legal proceedings on the ground of legal professional privilege.</p> </li> <li> <p>• <b>Air-Conditioning:</b> No response received. The SM has followed up and will allow another 21 days for a reply.</p> </li> <li> <p>• <b>Tower Plant Room Airconditioning Drip Tray Repair Quote:</b> Work was scheduled for 1 October 2025. Awaiting confirmation of completion.</p> </li> <li> <p>• <b>Intercom Repairs and Upgrade:</b> Awaiting materials, which are being pre-configured for lift control. Shipment is expected this week, with installation to be scheduled soon. Booking links and QR codes for owners and residents will be provided ahead of work commencing. Owners are asked to note that all intercoms across both buildings will not work between work starting and work completing. The SM to confirm the period during which the system will be non-functional and advise owners and residents.</p> </li> </ul>

- **Ongoing Fire Maintenance** The EC agreed to terminate the contract with Wormald and appoint OBFS.
- **SolarHub Maintenance Quote:** Work order has been issued.
- **Kone Lift Contract:** Awaiting receipt of the proposal.
- **Forbes Unit – Roof Leak Quote:** EC approved.
- **Leak Damage report:** It was noted that this is a matter between two units.
- **Leak Damage Repairs:** Contractor has advised that they have been unable to get onto the unit to provide a quote.
- **Roof Leaks:** The SM will check if RnB can conduct a roof audit and, if so, provide a quote.

#### 10. Gardening and Landscaping

**Quote #2333:** The Executive Committee has approved the revised quote. SM is to request an updated quote for mulch.

**Parking:** There is an apparently abandoned vehicle in the common property parking area at the front of the complex. SM will organize for an abandoned vehicle notice to be issued.

The EC will obtain a general enquiry cost for a registration search for action against unauthorised parking in common property.

#### 10. Correspondence

There were no matters reported.

#### 11. Next meeting

The next EC meeting will be on **Wednesday 12 November 2025, at 5:00 PM.**

There being no further business, the meeting closed at 6:25pm.

## Treasurer's report

UP 2737 - Treasurers Report - 30/9/2025			
<b>Owners Funds</b>	<b>Status Report</b>	<b>Actual</b>	
	<b>30/9/2025</b>	<b>at 30/6/25</b>	
Administration Fund	198,281.86	182,991.40	
Sinking Fund	218,907.90	192,668.80	
Cladding Fund	7,499.37	0.00	
<b>Total</b>	<b>424,689.13</b>	<b>375,660.20</b>	
<b>B O Q Bank Statement - Cash at Bank</b>	<b>Status Report</b>	<b>Actual</b>	
	<b>30/9/2025</b>	<b>at 30/6/25</b>	
Admin Fund	167,499.37	128,814.12	
Sinking Fund	213,627.81	200,833.62	
Cladding Fund	10,802.99	-433.42	
<b>Total</b>	<b>391,930.17</b>	<b>329,214.32</b>	
Term Deposit 6 months at 4.1% matures 22 Dec 2025	55,063.29	Total Sinking Fund Cash and Deposits (before liabilities)	
Term Deposit 6 months at 4.1% matures 4 January 2026	53,841.40	374,961.70	
Term Deposit 6 months at 4.70% matures 16 Nov 2025	52,429.20		
<b>Levy Arrears /Advance (-)</b>	<b>Arrears</b>	<b>Advance (-)</b>	<b>Net Adjusted</b>
	<b>30/9/2025</b>	<b>30/9/2025</b>	<b>Lot Report</b>
Administrative Fund	7,229.55	-5,422.50	1,807.05
Sinking Fund	2,530.15		2,530.15
Other - Including 8 Cladding Loan owners	516.31		516.31
<b>Total</b>	<b>10,276.01</b>	<b>-5,422.50</b>	<b>4,853.51</b>
<b>Macquarie Cladding Loan Account</b>		<b>Actual</b>	
		<b>at 30/6/25</b>	
Balance Sheet - 1 September 2025	119,636.20		
Repayment of Loan Balances	0.00		
Interest - September 25	249.86		
Repayment - September 25	-1,983.18		
<b>Macquarie Bank Statement 30/9/2025</b>	<b>117,902.88</b>	<b>123,130.52</b>	
<b>Sinking Fund - year to 30 June 2026</b>			
<b>Opening Balance 30 June 2025</b>	<b>192,668.80</b>		
Sinking Fund Levies	39,318.59		
Interest Overdue Levies	0.00		
Interest on Investments	1,264.51		
MB Loan Interest	0.00		
Roof Repairs	0.00		
Tower Solar Panels	0.00		
JRA Energy Audit	0.00		
CCTV System Upgrade	0.00		
NBN Fibre Upgrade	0.00		
Building Improvements	-14,344.00		
Building Repairs - Balcony	0.00		
Transfer from cladding account	0.00		
<b>Balance 30 September 2025</b>	<b>218,907.90</b>		

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## MINUTES OF EXECUTIVE COMMITTEE MEETING

**Units Plan No. 2737 Space The Residence**

**155 Northbourne Avenue Turner ACT**

---

**DATE** Wednesday 12 November 2025  
**TIME** Commenced at 5:00pm  
**LOCATION** Caretaker s Office, 155 Northbourne Avenue TURNER ACT

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### ATTENDEES

<b>Committee Members in Attendance</b>
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G. Wood
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R. Dawson
-----------

L. Macfarlane
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<b>Apologies</b>
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T. Dambiec
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<b>LJ Hooker Strata ACT (LJH) Representative</b>
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M. Tett
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<p><b>1. Appointment of Meeting Chair</b></p> <p>R. Dawson</p>
<p><b>2. Acceptance of EC Meeting Minutes – 8 October 2025</b></p> <p>Accepted</p>
<p><b>3. Declarations of Personal Interest</b></p> <p>Nil</p>
<p><b>4. Strata Manager's (SM) Report</b></p> <p><b>LJH Tracking Report:</b></p> <p><b>Fire Maintenance:</b> Wormald has ceased as service provider, and O'Neil &amp; Brown Fire Services has commenced.</p> <p>Quote for fire extinguisher replacements has been approved to maintain safety.</p>
<p><b>5. Treasurer's Report</b></p> <p><b>October 2025 Report:</b> Tracking well against budget.</p> <p><b>Units in Arrears:</b> No units in arrears. Next levy is due on 1 December 2025.</p> <p><b>Macquarie Bank Loan Renewal:</b> The SM will include the payout figure in the levies for the four units opting to discharge the loan.</p> <p><b>Sinking Fund Review:</b> Contractor Acumentis provided a sample review that has been shared with the Committee. Consideration of proposals and quotes to occur when all members are available.</p>
<p><b>6. Insurance Report</b></p> <p>There were no insurance matters to note.</p>
<p><b>7. Health and Safety Report</b></p> <p>It was noted that construction work appears to be occurring on the top floor of the tower. The SM will ask Sparkles to investigate and report.</p>
<p><b>8. General Business</b></p> <p><b>Fobs:</b> A firm policy is required; to be reviewed and considered at a future ECM. To be discussed when all members are available.</p> <p><b>Shared Document Platform:</b> The committee will consider options.</p>
<p><b>9. Building Maintenance / Cleaning</b></p> <ul style="list-style-type: none"> <li>• <b>Unapproved Works Response Update:</b> This matter is dealt with in confidential session.</li> </ul> <p>The reason for dealing with the matter confidentially is that it involves advice concerning potential litigation, or advice that would otherwise be privileged</p>

from production in legal proceedings on the ground of legal professional privilege.

- **Window Cleaning Quote:** EC approved the quote; inspection will be carried out upon completion.
- **Air-Conditioning (202):** An incomplete response has been received to the previous letter. The EC noted that retrospective approval will not be granted; however, no further action will be taken if the following questions are answered satisfactorily. SM to send draft to Rod requesting:
  - *Evidence that the condensate drain is connected to the stormwater downpipe.*
  - *Evidence that gas pipes and electrical cables are concealed within service trunking or conduit.*
  - *Evidence that the unit sits on a waterproof mat to minimise noise and contain spills.*
- **Roof Audit Quote:** EC approved the quote to examine all roofs for potential leaks.
- **Intercom Repairs and Upgrade:** Work is underway, commencing at the Forbes Street building. QR code has been sent to owners for booking their replacements.
- **Kone Liff Contract:** Awaiting receipt of renewal proposal.
- **Resultant Water Damages (Forbes 7, Tower 706 & 710):** EC approved the quote.
- **Broken Glass in Door (10-15 Forbes):** Work order issued to Value Glass. SM to confirm with Sparkles if CCTV footage is available. (After the meeting, Sparkles confirmed the damage had been caused by a rock.)
- **Tower Basement Plumbing Repairs:** No update since the last meeting despite follow-ups. SM to escalate.

#### 10. Gardening and Landscaping

**Instyle Quote:** EC approved the new quote for topping up garden mulch.

**Parking:** A letter will be sent to offending unit holder.

**Abandoned Vehicle:** SM to arrange removal.

#### 10. Correspondence

There were no matters reported.

#### 11. Next meeting

The next EC meeting will be on **Wednesday 10 December 2025, at 5:00 PM.**

There being no further business, the meeting closed at 6:00pm

## Treasurer's report

UP 2737 - Treasurer's Report - 31/10/2025			
<b>Owners Funds</b>	<b>Status Report</b>	<b>Actual</b>	
	<b>31/10/2025</b>	<b>at 30/6/25</b>	
Administration Fund	191,141.68	182,991.40	
Sinking Fund	218,907.90	192,668.80	
Cladding Fund	7,499.37	0.00	
<b>Total</b>	<b>417,548.95</b>	<b>375,660.20</b>	
<b>B O Q Bank Statement - Cash at Bank</b>	<b>Status Report</b>	<b>Actual</b>	
	<b>31/10/2025</b>	<b>at 30/6/25</b>	
Admin Fund	109,773.21	128,814.12	
Sinking Fund	214,786.91	200,833.62	
Cladding Fund	10,802.99	-433.42	
<b>Total</b>	<b>335,363.11</b>	<b>329,214.32</b>	
<b>Term Deposit 6 months at 4.1% matures 22 Dec 2025</b>	55,063.29	<b>Total Sinking Fund Cash &amp; Deposits (before liabilities)</b>	
<b>Term Deposit 6 months at 4.1% matures 4 January 2026</b>	53,841.40	<b>426,120.80</b>	
<b>Term Deposit 6 months at 4.70% matures 16 Nov 2025</b>	52,429.20		
<b>Term Deposit 6 months at 4.0% matures 10 Feb 2026</b>	50,000.00		
<b>Levy Arrears /Advance (-)</b>	<b>Arrears</b>	<b>Advance (-)</b>	<b>Net Adjusted</b>
	<b>31/10/2025</b>	<b>31/10/2025</b>	<b>Lot Report</b>
Administrative Fund	3,917.55	-5,422.50	-1,504.95
Sinking Fund	1,371.05		1,371.05
Other - Including 8 Cladding Loan owners	567.17		567.17
<b>Total</b>	<b>5,855.77</b>	<b>-5,422.50</b>	<b>433.27</b>
<b>Macquarie Cladding Loan Account</b>		<b>Actual</b>	
		<b>at 30/6/25</b>	
Balance Sheet - 1 October 2025	117,902.88		
Repayment of Loan Balances	0.00		
Interest - October 25	578.50		
Repayment - October 25	-1,983.18		
<b>Macquarie Bank Statement 31/10/2025</b>	<b>116,498.20</b>	<b>123,130.52</b>	
<b>Sinking Fund - year to 30 June 2026</b>			
<b>Opening Balance 30 June 2025</b>	<b>192,668.80</b>		
Sinking Fund Levies	39,318.59		
Interest Overdue Levies	0.00		
Interest on Investments	1,264.51		
MB Loan Interest	0.00		
Roof Repairs	0.00		
Tower Solar Panels	0.00		
JRA Energy Audit	0.00		
CCTV System Upgrade	0.00		
NBN Fibre Upgrade	0.00		
Building Improvements	-14,344.00		
Building Repairs - Balcony	0.00		
Transfer from cladding account	0.00		
<b>Balance 31/10/2025</b>	<b>218,907.90</b>		

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## MINUTES OF EXECUTIVE COMMITTEE MEETING

**Units Plan No. 2737 Space The Residence**

**155 Northbourne Avenue Turner ACT**

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**DATE** Wednesday 4 February 2026  
**TIME** Commenced at 5:00pm  
**LOCATION** Caretaker s Office, 155 Northbourne Avenue TURNER ACT

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### ATTENDEES

<b>Committee Members in Attendance</b>
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R. Dawson
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L. Macfarlane
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T. Dambiec
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G. Wood
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<b>Apologies</b>
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Nil
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<b>LJ Hooker Strata ACT (LJH) Representative</b>
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M. Tett
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<p><b>1. Appointment of Meeting Chair</b></p> <p>R. Dawson</p>
<p><b>2. Sinking Fund Review</b></p> <p>M Hill attended this agenda item and the EC agreed to engage <b>Acumentis</b> to undertake the sinking fund review. It was noted that the scope will need to include new <b>solar, NBN and CCTV</b> assets.</p> <p>The Strata Manager (SM) is to obtain an updated quote, subject to Executive Committee (EC) approval. G Wood will act as the primary point of contact, with R Dawson and M Hill also available to assist as required.</p>
<p><b>3. Acceptance of EC Meeting Minutes – 10 December 2025</b></p> <p>Accepted.</p>
<p><b>4. Declarations of Personal Interest</b></p> <p>Nil</p>
<p><b>5. Strata Manager's (SM) Report</b></p> <ul style="list-style-type: none"> <li>• <b>Quote No. 13524 – Total \$847.28 (incl. GST).</b> The EC approved the quote.</li> </ul> <p>It was requested that OBPS provide photographs and confirm whether the works relate to a unit owner's responsibility, and whether the works would have been undertaken by OBPS if it were owner responsibility. The Committee also queried whether there are any electrical safety concerns associated with this matter.</p> <ul style="list-style-type: none"> <li>• <b>Quote No. 13647 – Total \$633.82 (incl. GST).</b> The EC approved the quote.</li> <li>• <b>Unit 605 – Water Damage:</b> The unit still has resultant water damage from Unit 705. The SM has contacted the owner of Unit 705 on multiple occasions to facilitate repairs in coordination with Unit 605.</li> </ul> <p>The EC discussed this matter. It was agreed that a quote is to be obtained for further consideration before determining next steps.</p>
<p><b>6. Treasurer's Report</b></p> <p><b>January 2026 Report:</b> The meeting noted overall performance tracking in line with the approved budget.</p> <p><b>Units in Arrears:</b> Two lots are currently two levy instalments in arrears. Correspondence has been issued by the SM.</p> <p><b>Macquarie Bank Loan Renewal:</b> Five units have paid the required discharge amounts, and their respective portions of the loan have now been finalised. Three units remain on the loan.</p>

## 7. Insurance Report

### Handling for forthcoming renewal and advice to AGM.

It was noted that the insurance declaration will be updated to correct information relating to the commercial kitchen / fryer.

The SM is to follow up with unit 5, cooking school, to obtain the required information.

## 8. Health and Safety Report

**Emergency (fire) Guidance to Residents:** The EC discussed whether formal emergency/fire guidance is required to be provided to residents. The SM is to seek clarification from O'Neill & Brown Fire Services (OBFS) regarding the applicable provisions and whether such guidance is mandatory.

If formal guidance is required, the SM is to obtain a quote for block plans, including confirmation of what this would encompass (e.g. fire evacuation procedures or drills), and any implications associated with implementing or not implementing these measures.

**Tailgating Notice at Door to Tower Basement Parking:** The EC noted concerns regarding tailgating at the tower basement parking access door. It was agreed that signage stating, "No Tailgating - Wait for the Door to Close" be considered. The SM is to obtain quotes for the installation of appropriate signage.

## 9. General Business

**Unit Next Steps:** This matter is dealt with in confidential session.

The reason for dealing with the matter confidentially is that it involves advice concerning potential litigation, or advice that would otherwise be privileged from production in legal proceedings on the ground of legal professional privilege.

## 10. Building Maintenance / Cleaning

- **Unapproved works response update:** This matter is dealt with in confidential session.

The reason for dealing with the matter confidentially is that it involves advice concerning potential litigation, or advice that would otherwise be privileged from production in legal proceedings on the ground of legal professional privilege.

- **Paint availability notification:** The EC is considering making paint for external walls available to owners for touchup work and minor repairs.
- **Lift Button Repairs:** The EC discussed repairs to damaged lift buttons. The SM is to contact KONE to confirm whether replacement of individual buttons is possible or whether a full panel replacement is the only option.

The SM is also to obtain a quote from a lift consultant, ECS, to provide an overview of their services and pricing.

In the interim, the SM is to issue a notice to residents advising that lift button repairs are currently under investigation.

- **Intercom upgrade (Esteemed):** Works have been completed. Tower residents have reported feedback and contractors are being asked to address those concerns.
- **Roof leak, unit repairs:** Works have been completed.
- **Balcony water pooling:** The reported issue has been completed.
- **Forbes external tap repairs:** Works have been completed.
- **Unreachable window cleaning and dewebbing:** Cleaning is scheduled to begin on 9 February 2026.
- **Roof Audit Consideration:** The Executive Committee approved works to remedy a number of issues identified in the roof audit, and approved funding from the **Sinking Fund**.

#### **11. Gardening and Landscaping**

The meeting noted the tree ferns in the planter boxes to Northbourne Avenue were being badly damaged by heat and wind. The gardeners and volunteer residents have been attending.

An update was provided confirming that the scheduled topping up of soil where a tripping hazard might be present and mulching of gardening beds have been completed.

It was noted that a solenoid is broken, and a quote for repair has been sought.

The EC discussed the level of the white rocks in the tree fern planter boxes. While alternative solutions could be installed, it was agreed that this would not represent value for money at this time. The SM is to obtain a quote for fill for raising the level of pebbles for EC consideration.

#### **12. Correspondence**

Owners and residents have received notices about 2 development applications for the block across Condamine Street. The option of the EC responding was discussed and not agreed, noting individual unit owners can submit a comment as appropriate.

#### **13. Next meeting**

The next EC meeting will be on **Wednesday 11 March 2026, at 5:00 PM.**

There being no further business, the meeting closed at 6:25pm.

## Budget report – 31 January 2026

UP 2737 - Budget Report - 31/1/2026			
<b>Owners Funds</b>	<b>Status Report</b>	<b>Actual</b>	
	<b>31/1/2026</b>	<b>at 30/6/25</b>	
Administration Fund	188,152.96	182,991.40	
Sinking Fund	223,319.12	192,668.80	
Cladding Fund	61,884.04	0.00	
<b>Total</b>	<b>473,356.12</b>	<b>375,660.20</b>	
<b>B O Q Bank Statement - Cash at Bank</b>	<b>Status Report</b>	<b>Actual</b>	
	<b>31/1/2026</b>	<b>at 30/6/25</b>	
Admin Fund	80,454.28	128,814.12	
Sinking Fund	157,034.54	200,833.62	
Cladding Fund	63,333.76	-433.42	
<b>Total</b>	<b>300,822.58</b>	<b>329,214.32</b>	
<b>Sinking Fund Cash &amp; Deposits (before liabilities)</b>	<b>31/1/2026</b>		
B O Q Bank Statement - Cash at Bank	157,034.54		
Term Deposit 6 months at 4.1% matures 22 June 2026	56,195.18		
Term Deposit 6 months at 4.1% matures 4 July 2026	54,954.22		
Term Deposit 6 months at 4.40% matures 16 May 2026	53,592.12		
Term Deposit 6 months at 4.0% matures 10 Feb 2026	50,000.00		
<b>Total Sinking Fund Cash &amp; Deposits (before liabilities)</b>	<b>371,776.06</b>		
<b>Levy Arrears /Advance (-)</b>	<b>Arrears</b>	<b>Advance (-)</b>	<b>Net Adjusted</b>
	<b>31/1/2026</b>	<b>31/1/2026</b>	<b>Lot Report</b>
Administrative Fund	3,324.36	-48.57	3,275.79
Sinking Fund	1,163.44	0.00	1,163.44
Other - Including Cladding Loans	914.20	0.00	914.20
<b>Total</b>	<b>5,402.00</b>	<b>-48.57</b>	<b>5,353.43</b>
<b>Macquarie Cladding Loan Account</b>		<b>Actual</b>	
		<b>at 30/6/25</b>	
Balance Sheet - 1 January 2026	113,763.21		
Repayment of Loan Balances	-50,569.64		
Interest - January 2026	735.28		
Repayment - January 2026	-2,150.19		
<b>Macquarie Bank Statement 31/1/2026</b>	<b>61,778.66</b>	<b>123,130.52</b>	
NOTE: includes recently increased monthly interest and repayments			
<b>Sinking Fund - year to 30 June 2026</b>			
Opening Balance 30 June 2025	192,668.80		
Sinking Fund Levies	78,637.18		
Interest Overdue Levies	0.00		
Interest on Investments	4,672.14		
MB Loan Interest	0.00		
Roof Repairs	0.00		
Tower Solar Panels	0.00		
JRA Energy Audit	0.00		
CCTV System Upgrade	0.00		
NBN Fibre Upgrade	0.00		
Building Improvements	-52,659.00		
Building Repairs - Balcony	0.00		
Transfer from cladding account	0.00		
<b>Balance 31/1/2026</b>	<b>223,319.12</b>		

# Unit Titles (Management) Act 2011 – Form 1

## NOTICE OF REDUCED QUORUM DECISIONS

### Part A Details of reduced quorum decisions<sup>†</sup>

**A1** The Owners—Units Plan No 2737

**A2** General meeting

Date (or dates) of general meeting 24.04.2025  
at which the reduced quorum  
decision or decisions were made— \_\_\_\_\_

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

**Regularly convened**

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

**Convened after adjournment**

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

**A3** Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
24.04.2025	As per attached Minutes

**A4** Owners corporation declaration

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

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



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

# NOTICE OF REDUCED QUORUM DECISIONS

## Part B General information

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

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

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

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

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

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

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

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

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

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

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

The petition must—

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

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

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

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

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

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# MINUTES OF GENERAL MEETING

## UNITS PLAN NO. 2737

**MEETING DATE** Thursday 24 April 2025  
**MEETING TIME** 9:00am, *Electronic*

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### MEETING FORMALITIES

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#### MEMBERS VOTING

J Baker	Unit 4
K Douglas	Unit 12
M Hill	Unit 19
G Spyropoulos	Unit 27
S Baker & J Davies	Unit 30
J Solomos & T Dambeic	Unit 31
G Wood	Unit 43
K Tim & B Ko	Unit 56
R Dawson	Unit 59
B Phillips	Unit 60
L Chapman	Unit 61
R & V Calvert	Unit 67
M Green	Unit 68
G & H Holland	Unit 78
R & R Beeton	Unit 82
M Tett	LJ Hooker Strata ACT

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#### PROXY VOTE

Chairperson proxy for T McMahon	Unit 71
C Littlewolf proxy for M Griffin	Unit 91

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**APPOINTMENT OF CHAIR:** J Solomos

**QUORUM:** A quorum was not reached and the meeting proceeded as a reduced quorum.

### MOTIONS

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#### 1. MINUTES OF THE PREVIOUS ANNUAL GENERAL MEETING

Ordinary Resolution

**Motion 1:** That the minutes of the previous Annual General Meeting held 18.09.2024 are confirmed.

**CARRIED**

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#### 2. INSURANCE CLAIMS (ACKNOWLEDGEMENT)

Ordinary Resolution

**Motion 2:** That the Owners Corporation consider any new or outstanding insurance claims.

**CARRIED**

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**3. MAINTENANCE ISSUES AND MAINTENANCE CONTRACTS  
(ACKNOWLEDGEMENT)**

**Ordinary Resolution**

**Motion 3:** That the Owners Corporation consider any new or outstanding maintenance issues.

**CARRIED**

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**4. ALTERNATIVE RULES**

**Special Resolution**

**Motion 4:** In accordance with Section 108 of the Unit Titles (Management) Act 2011, the Owners Corporation agrees to endorse the registration of the 'Alternative Rules,' with any costs associated with registration to be paid from the Administrative Fund.

**CARRIED**

Meeting closed: 9:30am

# RULES OF UNITS PLAN NO. 2737

## Space The Residence

Updated April 2025

These rules of Units Plan No 2737, are the rules approved on the **24 April 2025** by special resolution at an AGM of the proprietors of Units Plan 2737 pursuant to Section 108 of the Units (Management Act) 2011. The 2024 approved rules come in effect on **24 April 2025**.

These rules replace the rules of Units Plan No 2737 approved by special resolution at an AGM held on 29 November 2022.

### 1. Definitions

(1) In these rules:

**executive committee representative** means a person authorised in writing by the executive committee under rule 14 (4).

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

**occupant** includes every person at any time present on the premises of Unit Plan No. 2737.

**rubbish** includes every description of litter, discarded material and spills of liquid or other substances.

**the Act** means the Unit Titles (Management) Act 2011 as in force from time to time.

**the Regulations** mean the Unit Titles (Management) Regulation 2011 as in force from time to time.

**UP2737** means the development known as SPACE THE RESIDENCE, the street address of which is 155 Northbourne Avenue, Turner in the Australian Capital Territory.

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

### 2. Executive Committee

The Executive Committee shall be made up as follows:

- 5 committee members elected from the owners of units situated in the Tower building; and
- 2 committee members elected from the owners of units situated in the Forbes Street building.

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

A unit owner must pay all rates, taxes, Owners Corporation levies and any other amount payable for the unit, including debt recovery fees.

- (1) Any Owners Corporation levy must be paid within 28 days of the date of the levy notice, after which time interest will be charged on any amount outstanding.
- (2) The interest rate for amounts outstanding will be calculated at the rate of 20 percent per annum.

### **4. Repairs, maintenance and detailing**

(1) A unit owner, as part of the Owners Corporation, has an obligation to maintain the valuable asset of the building in terms of its:

- (a) appearance and design integrity
- (b) engineering and construction standards
- (c) quality of fixtures and fittings
- (d) safety standards
- (e) acoustic standards, and
- (f) energy ratings

- (2) A unit owner must ensure that the unit is in a state of good repair.
- (3) All work that involves creating substantial noise must be undertaken only between 8:00 am and 5:00 pm Monday to Friday.
- (4) 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.

#### **4.1 Basement car parks - Owners Unit Entitlement**

- (1) All oil spills or leaks, acid spills or any other spillages or stains from any material, beyond fair wear and tear, must be removed by the unit owner.
- (2) The occupant who has caused the damage is liable to reimburse the corporation for all expenses that it incurs in rectifying the damage.

#### **4.2 Windows and balconies**

- (1) All window treatments including blinds and curtains that can be seen from the exterior of any unit must be white or off white in colour to ensure consistency and complement the design of the complex.
- (2) Balconies must be kept clean of invertebrate infestations.
- (3) When cleaning balconies, unit owners must direct all cleaning solutions away from the overflow spitter drains to the floor waste provided and not allow any solution to drip onto the units or ground below. Spitter drains should be blocked with either rag or some other device prior to cleaning the balcony.
- (4) No clothes lines shall be erected on a balcony, nor shall clothes be left to air where they may be visible from the exterior of the unit.
- (5) Applications to replace air conditioning systems will be considered in accordance with the Space The Residence *Appendix C Guidelines for the Replacement of Air Conditioners*, as approved at the Annual General Meeting held on 28 August 2018.

- (6) A unit owner must seek the approval of the executive committee and receive their written permission before installing a balcony sun control option; and the executive committee may only approve a sun control option listed in *Appendix A* to these rules.
- (7) In order to preserve the visual amenity of the complex and prevent creating a fire hazard, residents of units must ensure their balconies are not used as a storage area for items not in keeping with the balcony's function. In terms of general guidance – outdoor furniture, barbeques and plants would be regarded as acceptable.

### 4.3 Flooring and floor finishes

- (1) A unit owner must seek approval of the Executive Committee and receive written permission before commencing a change to flooring and floor finishes. Such a change includes, for example, replacing carpet with vinyl, any kind of timber or bamboo flooring, or ceramic flooring.

**Note:** Polished concrete flooring is not permitted as it involves alteration to the slab (which is a structural element of the building) and it is not acceptable acoustically. New ceramic flooring is not permitted except in areas which had this flooring as part of the original construction, plus a maximum of five square metres adjacent to the main entry door.

- (2) The Executive Committee may approve changes to or replacement of floor coverings if:
  - (a) A proposal is received that sets out the type and specifications of the materials to be used including sound proofing materials. It must also include details of the acoustic edge treatment, which must be in accordance with the Building Code of Australia.
  - (b) For engineered timber or laminate floors this would require an acoustic underlay equivalent to the product Regupol 4515 4.5mm.
  - (c) As an alternative the proposal should include a report from an acoustic engineer (obtained and paid for by the owner) certifying that the proposed flooring and installation will have a floor impact measurement field rating less than L'nTw 45dB.

### 5. Erections and alterations

- (1) A unit owner may erect or alter any structure in or on the unit or the common property only:
  - (a) in accordance with the express permission of the Owners Corporation by unopposed resolution; and
  - (b) in accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).
- (2) Permission may be given subject to conditions stated in the resolution.
- (3) Permission may be withdrawn by the Executive Committee or the Owners Corporation if stated conditions have not been met.
- (4) The owner is liable to reimburse the Owners Corporation for any cost incurred for the rectification or removal of the work.

## **5.1 Security doors and fly screens**

- (1) A unit owner must not install security doors or fly screens on apartment entry doors from the hallways.
- (2) The owner who does so is liable to reimburse the Owners Corporation for any costs incurred for the rectification or removal of the work.

## **5.2 Balcony bulkheads**

A unit owner must retain balcony bulkheads as integrated functional and architectural elements of the overall building design.

## **6 Use of common property**

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

### **6.1 Storage, placement or attachment of items**

- (1) No items are to be stored on, placed in or attached to any common property.
- (2) Sub rule (1) does not apply if the executive committee has given an owner, occupier or user of the unit written permission for that use.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by the Executive Committee or the Owners Corporation if stated conditions have not been met.

### **6.2 Basement car parks**

- (1) All occupants must park only within their allocated parking bays and must park so as to ensure that vehicles in adjacent parking bays are not prevented from having their doors opened.
- (2) Only registered motor vehicles, motorcycles, caravans, trailers, boat trailers and bicycles are to be parked in the units parking bays. No personal chattels are to be stored on or within the unit's garage entitlement.
- (3) The speed limit within the basement car parks, ramps and roadway is 10 km per hour.
- (4) Rule 6.2 (2) does not apply if the Executive Committee has given written permission for another type of vehicle to be parked.

### **6.3 Smoking**

- (1) Smoking is not permitted in any of the common areas, including the lifts, foyers, hallways or basement car parks.
- (2) An occupant must not throw cigarette butts or ash over balconies or discard them in any part of the common property.

## **6.4 Rubbish**

- (1) Occupants must remove from all areas of common property all rubbish generated by their activities.
- (2) Occupants must not throw or in any other way discard liquids, solid items or other materials from their balconies.
- (3) Occupants should assist in maintaining the overall cleanliness of the common property where it is practicable and reasonable for them to do so.
- (4) Where it is not practicable for the occupant to clean up rubbish, the occupant should report the rubbish to the cleaners or the Owners Corporation manager.

## **Tower Building**

- (5) Small amounts of household waste may be deposited in the garbage chute located at the southern end of each floor. All garbage must be securely tied in double plastic bags, of a size to comfortably fit the chute opening and not create blockages in the chute.
- (6) Items which are not permitted in the garbage chute are clearly marked on the chute door. No glass of any kind is to be deposited in the garbage chute.
- (7) Large amounts of refuse and ALL recyclables must be taken to the garbage room located in the utility room and placed in the bins provided. Large boxes must be cut down before placing them in the bins provided.

## **Forbes Street Building**

- (8) Large boxes must be cut down before placing them in the bins provided. Alternatively, arrangements may be made with the cleaners to put large items in the Tower Building hopper.

## **6.5 Scooters, roller blades etc.**

Roller blades, skateboards, scooters (other than mobility aids) and any

other non- motorised wheeled conveyances must not be used on the common property.

## **6.6 Vandalism and damage**

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

## **6.7 Activation of fire alarms, fire hoses and fire extinguishers**

- (1) Except in case of fire, an occupant must not do any act that activates the fire alarm or use the fire hoses or fire extinguishers.
- (2) Under no circumstances are fire doors to be chocked open.
- (3) The occupant who activates the fire alarm is liable to the corporation for all

expenses it incurs in respect of the fire brigade attendance and resetting of the fire alarms.

## 6.8 Advertising signage

- (1) No advertising signage, including real estate signage, is permitted in any part of the complex.
- (2) Sub rule (1) does not apply if the executive committee has given written permission for some other signage.

## 7. Hazardous use of unit

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

### 7.1 Storage of hazardous liquids

Petrol and other hazardous liquids must not be stored in any unit or basement car park or storage unit entitlement.

## 8. Use of unit - nuisance or annoyance

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

## 9. Noise

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

**Note:** Noise in this context refers to:

- (a) airborne noise, (for example loud conversation) that may travel from one unit to another either directly through structures such as walls, ceilings and floors, or around through open windows and doors or gaps in structures; and
  - (b) structure-borne noise (for example impact noise from hard-soled footwear or chair movement on hard floor surfaces) that is transmitted by causing sound/vibration within building structures.
- (2) This rule does not apply to the making of a noise if the Executive Committee has given the person responsible for making the noise written permission to do so.
  - (3) Permission may be given subject to stated conditions.
  - (4) Permission may be withdrawn by special resolution of the Owners Corporation.

## **9.1 Excessive noise after 11 pm**

There must be no excessive noise, for example from parties, music or loud conversation, including on balconies or the common property, after 11pm.

## **10. Animals**

- (1) A unit owner may keep an animal, or allow an animal to be kept, within the unit or the common property only with the written consent of the Owners Corporation through the Executive Committee.
- (2) The Owners Corporation consent must not be unreasonably withheld.
- (3) Each application will be considered on its merits and in accordance with guidelines approved by the Owners Corporation.
- (4) Provisions of rules of Unit Plan 2737, as registered, apply to the keeping of an animal, in particular:
  - Rule 6 – Use of common property;
  - Rule 8 – Use of unit – nuisance or annoyance, and Rule 9 – Noise.
- (5) All relevant provisions contained within territory legislation and ACT government policies will also apply.
- (6) Consent will be withdrawn if there is a pattern of behaviour inconsistent with the conditions of approval and the animal must then be removed.
- (7) Withdrawal of approval will be in accordance with guidelines approved by the Owners Corporation

## **11. Illegal use of unit**

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

### **11.1 Security**

- (1) Occupants must ensure that all security doors are properly closed after use.
- (2) A security door must not be propped open or disabled.
- (3) An occupant must not admit to the premises of the complex any person who is unknown to the occupant personally, or who has not been invited by them to enter.
- (4) An occupant must safeguard all keys and swipes to the common areas and not negligently lose them or allow them to be stolen.

## **12. Visitors' car parking and slip road**

- (1) The speed limit in the visitor car parking area off Condamine Street and the slip road adjacent to the Tower building is 10 km per hour.
- (2) Except for removal vehicles, the parking area in front of the main entry foyer of the Tower building is for pick up and set down only. No parking is permitted in front of the Tower building.
- (3) Parking is permitted only within marked parking spaces in the visitors' car parking area off Condamine Street. Extended parking by residents is not

permitted in the visitors 'car park.

- (4) The grassed area in front of the ground floor apartments facing Northbourne Avenue must not be used for parking.
- (5) The slip lane onto Northbourne Avenue is an exit only lane, with no entry from Northbourne Avenue and entry only from Condamine Street.

### **13. Moving items into or out of the buildings**

- (1) An occupant moving into or out of the Tower building is limited to the period between 8 am and 5 pm Monday to Saturday and must advise the occupant's removalist of this restriction, and:
  - (a) must notify the contact person nominated by the Executive Committee of the intended move, providing not less than 24 hours notice; and
  - (b) must notify the contact person nominated by the Executive Committee as soon as the move is completed.
- (2) An occupant must not damage or soil any part of the common property when moving items into or out of the complex.
- (3) The occupant who has caused the damage is liable to reimburse the Owners Corporation for all expenses that it incurs in rectifying the damage.

### **14. What may an Executive Committee representative do?**

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

### **15. Seal of owners corporation**

For the attaching of the seal of the owners corporation to a document to be effective the seal must be attached by decision of the Executive Committee and either:

- (1) the seal must be attached in the presence of an employee of the managing agent appointed pursuant to the Unit Titles Act 2001 who shall sign the document as a witness; or

- (2) the seal must be attached in the presence of two (2) Executive Committee members who shall sign the document as witnesses.

## 16. Electronic Meetings

### Attendance

- (1) 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**”), provide the unit owner is able to:
- (a) communicate with other participants in the meeting; and
  - (b) participate in the meeting and engage with the other participants at the meeting.
- (2) 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 a quorum for the meeting.
- (3) There is no limit to the number of unit owners who may participate in a meeting by electronic attendance. However, the Owners Corporation and Executive Committee may require that unit owners provide notice of electronic attendance prior to the meeting to allow for practical arrangements to be made.

### Participation

- (4) Where a unit owner participates in a general meeting of the Owners Corporation or a meeting of the Executive Committee through electronic attendance the unit owners may participate in all aspects, including
- (a) participating in debate at the meeting; and
  - (b) voting in resolutions at the meeting.

### Pre-Meeting Electronic Voting

- (5) Decision making at general meetings of the Owners Corporation and meetings of the Executive Committee may be undertaken by electronic means prior to a meeting (“**pre-meeting electronic voting**”). Pre-meeting electronic voting includes:
- (a) voting by means of email submission of ballot papers;
  - (b) voting by means of accessing a website and submitting an online ballot paper;
  - (c) voting by means of utilising an electronic application and submitting a ballot paper; and
  - (d) voting by alternative electronic method as agreed by the Owners Corporation or Executive Committee.
- (6) At least 10 days prior to the meeting, the Owners Corporation or Executive Committee must notify all unit owners that pre-meeting electronic voting is taking place and provide:
- (a) 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;

- (b) the resolution to be voted on (including any explanatory material);
  - (c) instructions for completing the ballot paper and indicating the voter's choice;
  - (d) 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; and
  - (e) 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.
- (7) The Owners Corporation or Executive Committee may require that the above procedure is amended to provide for anonymous pre-meeting electronic voting.

**Note:**

These rules are the default rules under the *Unit Titles (Management) Act 2011* as amended by special resolution of an annual general meeting of the proprietors of Units Plan 2737 pursuant to section 108 of the Act on **18 September 2024**.

In the event that ACT Government guidelines change and differ from the Space Rules, the updated government guidelines will take precedence.

In accordance with Section 31 of the Unit Titles (Management) Act 2011, "Recovery of Expenditure Resulting from Member or Unit Occupier's Fault" applies. This section allows for the recovery of costs incurred due to the fault or negligence of a member or unit occupier.

In accordance with the Owners Corporation Network (OCN) guidelines regarding lithium-ion battery-powered devices, these guidelines will be adopted and incorporated into the House Rules for Space. This includes all relevant safety and usage protocols to ensure compliance and promote safe practices within our community (enclosed).

Space  
The Residence



Appendix A – Balcony/Sun Protection Options  
(Original motion passed 29 July 2008; amended 28 August 2017)

Balcony/Sun Protection Option:

A = Vistaweave Drop Awning (White)

B = Vergola Louvre (White) – Already installed

C = Vistaweave Drop Awnings and/or Full Height Glass Doors

D = Rollashield Plantation Louvre Shutters (Silver Pearl)

or for each, with the prior approval of the Executive Committee, a visually identical replacement taking into consideration its appearance from the ground and any overlooking units.

Direction: N = North, W = West, S = South, E = East

Unit	Door	Type	Unit	Door	Type	Unit	Door	Type
1	G1	A (w), D	32	202	A (w), C (n), D	63	405	A (e), D
2	G2	A (w, n), D	33	203	A (e), C (n), D	64	406	A (e), D
3	G3	A (n, e), D	34	204	A (e), D	65	407	A (e), C (s), D
4	G4	A (e), D	35	205	A (e), D	66	408	A (w), C (s), D
5	Café	Nil	36	206	A (e), D	67	409	A (w), D
6	Shop	Nil	37	207	A (e), C (s), D	68	410	A (w), D
7	F17	B (e)	38	208	A (e), C (s), D	69	501	A (w), D
8	F16	A (w), D	39	209	A (w), D	70	502	A (w), C (n), D
9	F18	A (w), B (e), D (w)	40	210	A (w), D	71	503	A (e), C (n), D
10	F10	A (w), B (e), D (w)	41	F23	B (e)	72	504	A (e), D
11	F11	A (w), B (e), D (w)	42	F22	A (w), D	73	505	A (e), D
12	F01	A (w), B (e), D (w)	43	F24	A (w), B (e), D (w)	74	506	C (e, s), D
13	F02	B (e)	44	F14	A (w), B (e), D (w)	75	508	C (w, s), D
14	F03	A (w), D	45	F15	A (w), B (e), D (w)	76	509	A (w), D
15	101	A (w), D	46	F07	A (w), B (e), D (w)	77	510	A (w), D
16	102	A (w), C	47	F08	B (e)	78	601	A (w), D

		(n), D						
17	103	A (e), C (n), D	48	F09	A (w), D	79	602	A (w), C(n), D
18	104	A (e), D	49	301	A (w), D	80	603	A (e), C (n), D
19	106	A (e), D	50	302	A (w), C (n), D	81	604	A (e), D
20	107	A (e), C (s), D	51	303	A (e), C (n), D	82	605	A (e), D
21	108	A (w), C (s), D	52	304	A (e), D	83	606	C (e, s), D
22	109	A (w), D	53	305	A (e), D	84	608	C (w, s), D
23	F20	B (e)	54	306	A (e), D	85	609	A (w), D
24	F19	A (w), D	55	307	A (e), C (s), D	86	610	A (w), D
25	F21	A (w), B (e), D (w)	56	308	A (w), C (s), D	87	701	C (w, n), D
26	F12	A (w), B (e), D (w)	57	309	A (w), D	88	703	C (e, n), D
27	F13	A (w), B (e), D (w)	58	310	A (w), D	89	705	A (e), D
28	F04	A (w), B (e), D (w)	59	401	A (w), D	90	706	C (e, s), D
29	F05	B (e)	60	402	A (w), C (n), D	91	708	C (w, s), D
30	F06	A (w), D	61	403	A (e), C (n), D	92	710	A (w), D
31	201	A (w), D	62	404	A (e), D			



## **Appendix B - Privacy Policy for Space The Residence**

(Approved 13/8/2012)

### **1 Purpose**

Under the *Unit Titles (Management) Act 2011*, (UTMA), the Owners Corporation of Units Plan 2737 Space The Residence is required to maintain a corporate register. The corporate register contains personal information as defined under the Commonwealth of Australia *Privacy Act 1988*. The national privacy principles under that Act apply to the Owners Corporation in relation to the collection, use, disclosure and storage of personal information.

This policy establishes the circumstances under which personal information may be released.

### **2 Corporate register**

The corporate register for Units Plan 2737 is maintained by the strata manager, who will ensure:

- (a) Personal information is accurate and complete;
- (b) Requested for access to personal information are dealt with without delay; and
- (c) Personal information is destroyed when no longer required by law.

The UTMA requires unit owners to give the Owners Corporation for the Units Plan written notice (within 14 days) of any change to information that must be recorded in the corporate register.

### **3 Policy**

Your personal information will only be disclosed to third parties where required or authorised by law, or where you consent to the use or disclosure of information.

Your personal information is stored in a manner that reasonably protects it from misuse and loss and from unauthorised access, modification or disclosure.

Most of the personal information is or will be stored in Owners Corporation files which will be kept for a minimum of 7 years.

The national privacy principles provide you with the right to access the personal information we hold about you and to update or correct it. You can access your personal information by making a request in writing to the strata manager. You may be charged an administrative fee for providing a copy of your personal information.

In order to protect your personal information, we may require identification from you before releasing such information.

Privacy requirements for closed circuit television security video recordings are dealt with in the Code of Practice – CCTV for Space The Residence issued in December 2009.

Complaints about any breach of this privacy policy should be addressed in

writing to the Executive Committee for Units Plan 2737.

## ***Addendum 1 - Fact Sheet 18 Privacy***

(Source: ACT Justice and Community Directorate -Corporate Register and Records) **Overview**

The owners corporation must by law comply with the National Privacy Principles under the *Privacy Act 1988* (Cwth) ("NPPs"). Owners corporations are bound by the NPPs. Each owners corporation should prepare a privacy policy which details how it generally manages personal information and safeguards privacy.

### **What is new**

From 21 December 2002, most private sector organisations in Australia, must by law comply with the NPPs. While these laws are not new, owners corporations should familiarise themselves with their privacy obligations.

### **Who does this apply to?**

All owners corporations, unit owners, executive committee members and managers.

Warning: The rules applicable to the provision of personal information are different from state to state. The ACT law is different to that in NSW.

### **Issues**

#### *What is personal information?*

Personal information is any information that identifies a person or information by which a person's identity can be reasonably discovered. Examples are names, addresses, marital status, taxation information, income, internet addresses (e-mail, facebook or twitter address details), credit card information etc.

#### *The collection of personal information*

An Owners 'corporation should only collect personal information that is necessary for it to perform its functions.

The kinds of personal information an owners corporation collects and holds will depend upon the nature of the body corporate and the services it is required to deliver. However, it may include:

- Collection of information about members, tenants or guests. This information will include name, address and contact details. (eg, this must include information of a formal nature required for the corporate register. It may also include details about possible breaches of the rules or complaints about the member.)
- Collection of other information about individuals in the course of discharging its functions. (eg, this may include details about persons trespassing on common property.)

## Examples

1. An Owners 'corporation is required by law to maintain a corporate register. The register contains the names and addresses for correspondence of all the unit owners in the Units plan and the full names of its executive members.
2. An Owners 'corporation may distribute a news-sheet or run a web site for the benefit of and at the request of members. These services might seek personal information about members (and, if a web-site, may involve the automatic collection of information including the use of 'cookies 'or the collection of anonymous information for tracking usage patterns).

### *Using and disclosing personal information*

Any personal information which is collected by the Owners 'corporation can only be used according to law. The information should be properly maintained – it should be accurate and it should be secured.

## Examples

1. Limit access to personal information.
2. Secure or lock rooms/cabinets/files/data systems where personal information may be kept;
3. Keep a "clean desk" - when personal information is not being used, keep it secure and out of sight;

The misuse of personal information may expose the owners corporation to the risk of significant damages for a breach of privacy. The malicious or negligent release of personal information may also expose the owners corporation to other forms of civil damages.

### Examples of reasonable use

1. The owners corporation provides the corporate register to the secretary of the corporation or to its manager to manage on behalf of the owners corporation.
2. An outgoing secretary (or manager) provides the corporate register to the secretary of the owners corporation.
3. The secretary or manager provides personal information about an owner or tenant to:
  - o a person (when required to do so by law);
  - o a tradesperson (if necessary to prevent damage to common property);
  - or
  - o an insurer (for the purpose of meeting insurance obligations).
4. The secretary or manager writes/emails members at their last known place of address to inform them of a meeting or some other matter appropriately addressed by the body corporate.
5. The secretary or manager provides personal information about members to the owners 'corporation or executive committee where necessary for the performance of its functions.
6. A manager provides the corporate register to the secretary of the owners 'corporation or executive committee on notice of a resolution to that effect.
7. The secretary or manager provides access to an owner to ensure their own

personal information is accurate, and to suggest corrections.

#### Examples of inappropriate use

1. A person sells personal information from the corporate register to another.
2. A person gives personal information from the corporate register to a member of the press.
3. A person leaves a copy of the corporate register where it can be accessed by a person who is not authorized to see it.
4. A secretary or manager gives personal information from the corporate register to another member so that the member may contact them about a personal matter (unless that other person has consented to the release of the personal information).

Note also that a member may volunteer information about themselves to an owners corporation (beyond what is required by law) – this information cannot be used unless the member also has agreed to the use of the volunteered information.

#### Examples of use which might be authorised

Any person may authorise the release of their own personal information. Unit title members might agree to the following types of release:

1. The release of names and birthdays in a social news-sheet issued by the owners corporation.
2. The release of all personal information to all other members of the owners corporation.

#### Privacy policies

Because there may be confusion about whether and in what circumstances personal information should be released (eg, whether a unit owner can access the corporate register, and the extent of information the person can access), it is desirable for the owners corporation to establish a privacy policy.

Anyone whose personal information may be dealt with by the policy should be asked to agree to the policy (in some cases this will be at the time the policy is agreed, in other cases, it may simply set out an agreed process). A policy which provides for the release of personal information can only apply to those who agree to it. If it is

intended to apply to future residents, consideration will need to be given to the policy being made as a rule.

A policy might deal with a number of matters:

- who is accountable for privacy issues (ordinarily, this will be the secretary or manager). The accountable person should ensure:
  - o personal information is accurate and complete;
  - o requests for access to personal information are dealt with without delay;and

- o personal information is destroyed or made anonymous when no longer required by law.
- Information to owners and tenants about:
  - o where consent is not required or is implied in relation to the management of personal information (eg, the collection of information for the corporate register, the provision of information to managers etc);
  - o the need to gain consent before the owners corporation collects, uses or discloses personal information; and
- why personal information is being collected, how it is being used and to whom it has been disclosed;

### **How can I contact another member for a private purpose?**

*I want to contact the good-looking guy/girl in flat 5.*

In the ACT, an owners corporation, secretary or manager cannot give you this information from information held by the owners corporation.

### **How can I contact another member to discuss a body corporate matter?**

*I want to talk to other members about a problem I have in the body corporate (eg noise, poor management, inappropriate actions by another member) but I don't know their names/contact details.*

In the ACT, an owners corporation, secretary or manager cannot give you this information from information held by the owners corporation. You may request that the secretary or manager ask other members to contact you or you may write letters to the relevant addresses setting out your issues or, if available, place notices in permitted locations to similar effect.

If the issue is a matter which should be addressed at a meeting of the body corporate or executive committee (or by the manager), you may ask the appropriate person to have it dealt with there.

Alternatively, members may agree – through a privacy policy – about the circumstances in which their personal information may be given to another.

## **Resources**

Unit Titles (Management) Act 2011, Legislation Act 2001  
 ([www.legislation.act.gov.au](http://www.legislation.act.gov.au)) Privacy Act 1988 (Cwlth) ([www.comlaw.gov.au](http://www.comlaw.gov.au))

## **Disclaimer**

The factsheets are intended to guide users of the legislation, including unit owners, executive committees and managers to meet their requirements under the law.

While reasonable steps have been taken to ensure the information in this guide is accurate, you should not rely solely on that information. The factsheets do not constitute legal advice. If you are uncertain of your legal obligations or rights or if you

are having a dispute involving an owners corporation, you should seek independent legal advice.

## ***Addendum 2 - Factsheet 19 Corporate Register and Records*** (Source:

ACT Justice and Community Directorate -Corporate Register and Records)

### **Overview**

The owners corporation must maintain a register of the names of the unit owners in the units plan and their addresses for correspondence. Unit owners are required to inform the owners corporation of any change in their name or address for correspondence or any change in ownership or occupation of their unit.

### **What is new**

There are no new rules about the corporate register.

### **Who does this apply to?**

These rules apply to all owners corporations, unit owners and executive committee members.

### **Issues**

Owners corporations are required by law to maintain a corporate register. The register contains the names and addresses for correspondence of all the unit owners in the units plan and the full names of its executive members.

It is necessary for the owners corporation to keep this information so that it can send out correspondence to its members, including the proposed general funds budget (prior to the annual general meeting), notices of levies contributions, notices of upcoming general meetings and minutes of meetings.

For this reason, and so that the owners corporation can meet other functions under the law, existing unit owners are required, within 14 days, to inform the owners corporation of:

- an agreement to transfer their unit;
  
- any change to their name or address for correspondence;
- a change in the occupancy of the unit; or
- a vacancy of the unit that is expected to be longer than 30 days.

New unit owners in the units plan must notify the owners corporation within 14 days of the registration of the transfer (or other instrument that made the person the owner) that he or she is the new owner, his or her name and his or her address for correspondence.

Unit owners may not want to provide personal information to the owners corporation for a number of reasons, including concerns over their privacy. The issue of privacy is considered further in this factsheet and examined in more detail in factsheet 18.

The executive committee is responsible for carrying out the functions of the owners corporation under the Act. This includes sending out notices to unit owners under the Act. The executive committee is also required to keep the records of the owners corporation.

It is the executive committee that is responsible for maintaining the corporate register.

Many owners corporations choose to engage a manager, in which case the executive committee can delegate some or all of its functions under the Act to the manager. One of these functions may include maintaining the corporate register.

There may be confusion about whether and in which circumstances a unit owner can access the corporate register, and the extent of information the person can access.

Firstly, where an executive committee has delegated to a manager its functions, including maintaining the corporate register, the manager should allow access to the executive committee where the committee has a need, based on reasonable grounds, to access it. This need may be evidenced by a resolution of the executive committee.

The reason a manager should normally permit the committee to access the corporate register is that the law in the ACT about delegations of functions generally (contained in the *Legislation Act 2001*) is that a person who has delegated a function under an Act is still responsible for ensuring the function is carried out properly, and is also able, notwithstanding the delegation, to carry out the function. If the executive committee wishes to exercise one of its required functions under the Act, access to the corporate register may be necessary.

For unit owners who are not committee members, the Act (at section 116) provides a basic threshold of information that must be provided on request by an eligible person on payment of the required fee. That is, information about the unit and the common property.

But does a unit owner have a right to access more information in the corporate register than this? For instance, if a unit owner wishes to petition the owners corporation to quash a reduced quorum decision, can he or she force the executive

committee (or manager) to provide access to the corporate register so he or she can write to all the unit owners?

In the absence of consent being given by unit owners for their personal information contained in the register being provided to a unit owner, the short answer is "no".

Firstly, as the corporate register contains personal information about individuals, the National Privacy Principles ('the NPPs') under the Commonwealth *Privacy Act 1988* apply to the collection, storage and use of that information by the owners corporation (as it is a corporate entity) and the manager (if the manager is a company).

This means that personal information about individuals cannot be used by the owners corporation (or manager) as it pleases.

To avoid a contravention of the NPPs, an entity which collects, stores or uses personal information needs, for example, a legislative requirement or authorisation to do so, or consent.

The *Unit Titles (Management) Act 2011* provides a legislative requirement to collect and store information about unit owners, and a requirement to provide information about a unit to an eligible person for that unit and the common property on request (and payment of the fee).

This means that it is not a contravention of the NPPs to maintain a corporate register or comply with the basic threshold requirement in section 116 because there is a law that requires or authorises it.

A way to protect unit owners' privacy (and avoid a contravention of the NPPs) and prevent any ambiguity is for an owners corporation to make a rule about who can access the corporate register and in what circumstances.

For example, an owners corporation could make a rule that allows a unit owner to have access to all names and addresses of unit owners who have freely consented to their personal information being accessed by other unit owners for specified purposes.

Provided the personal information is being used for a purpose that is consistent with the consent that has been given, it is unlikely that the National Privacy Principles would be contravened by providing a unit owner with the names and addresses of consenting unit owners.

## **Resources**

*Unit Titles (Management) Act 2011, Legislation Act 2001*  
([www.legislation.act.gov.au](http://www.legislation.act.gov.au)) *Privacy Act 1988* (Cwlth) ([www.comlaw.gov.au](http://www.comlaw.gov.au))

If you need interpreting help, telephone: Translating and Interpreting Service – 131 450.

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## **Appendix C - Guidelines for the Replacement of Air Conditioners**

Approved on 29 November 2022.

This document provides guidelines for the replacement of split-system ducted air conditioners installed within the Space the Residence apartment units as approved at the Annual General Meeting 29 November 2022. The replacement of air conditioners may be either like for like or balcony floor mounted type. Owners are responsible for their own air conditioner costs. The general principle applying to both like for like and balcony floor mounted replacement units is that owners shall undertake any necessary building works to suit new air conditioning unit sizes, subject to the approval of the Executive Committee and following the principle of minimising disturbance to other residents. Building works may include, but not be limited to, an upgrade to electrical cabling and circuit breaker, replacement of the existing indoor (fan coil) unit in the ceiling space; and replacement of refrigerant pipes connecting the outdoor and indoor units.

Please note, the Owners Corporation requires that the architectural integrity of the building, including its balconies, is maintained.

### **1. Replace with Like for Like Units.**

- (a) All owners may replace their existing outdoor (condensing) unit within the patio or balcony soffit, or in the Plant Room as applicable, with a new unit in the same location.
- (b) New units must make new connection to condensate drainage system.
- (c) The replacement unit must maintain acoustic performance in line with current ACT guidelines. Please seek advice from the Body Corporate Manager, BCM, if assistance is required.

### **2. Replace with Balcony Type Outdoor Units.**

- (a) Owners may replace their existing outdoor unit within the patio or balcony soffit as applicable, with a balcony floor mounted condensing unit located ideally against the patio/balcony wall adjacent to the condensate drainage point, gas pipes and electrical cables.
- (b) New units must make new connection for condensate drain to stormwater downpipe; extend gas pipes and electrical cables from balcony soffit to condensing unit; conceal pipe and cable within service trunking.
- (c) The replacement unit must maintain acoustic performance in line with current ACT guidelines. Please seek advice from the BCM if assistance is required.

- (d) The balcony floor mounted unit must sit on a waterproof mat to minimise noise and contain spills.
- (e) Balcony floor mounted units shall not be able to be seen when viewed from outside ground level. The Air Con Plant must not be higher than the balcony balustrade except where there is a demonstrated case for a larger plant to adequately heat or cool an owner's apartment and that, subject to the approval of the Executive Committee of the Owners 'Corporation, owners may replace their existing outdoor unit within the patio or balcony soffit or in the plant room, as applicable, with a balcony floor-mounted condensing unit located ideally against the patio/balcony wall adjacent to the condensate drainage point, gas pipes and electrical cables.
- (f) The existing ceiling bulkhead must be retained.
- (g) The balcony floor mounted unit shall be placed sufficiently clear of the balustrade to avoid a person [especially, of course, a child] climbing and falling from the balcony.
- (h) The colour of the balcony floor mounted unit and services trunking shall be white or off-white in colour to ensure consistency and compliment the design of the building.

### 3. Approval

- (a) Approval by the Executive Committee will be required for balcony floor mounted condensing units and when the Owner proposes to alter any structure in or on the apartment unit or the common property.
- (b) A written submission must be given by the Unit Owner to the Executive Committee 21 days prior to the intended date of installation. This submission must include the proposed method of concealment of the outdoor unit.
- (c) The Unit Owner shall arrange for an inspection of the work by an authorised member of the Executive Committee or the BCM on the day of completion of the work.
- (d) Endorsement of the installation by the Executive Committee will only occur if all stated conditions have been met.
- (e) The Unit Owner is liable to reimburse the Owners Corporation for any costs incurred for the rectification or removal of work.

**NOTE:** The Owners Corporation, by Special Resolution, resolved to adopt and adhere to the proposed, and if applicable, amended at the AGM 2022, Owners Corporations Rules, which will supersede and replace all other Rules previously in force. A copy of the Rules is to be registered on title by L J Hooker Strata with Access Canberra within the prescribed time.

## **Appendix D - Managing Risks Associated with Lithium-Ion Batteries**

*In accordance with the Owners Corporation Network (OCN) guidelines regarding lithium-ion battery-powered devices, all strata owners, residents, and managers are expected to be aware of the associated risks and to adopt proper practices to minimise these risks.*

*Residents will adhere to the guidelines provided by the Owners Corporation Network (OCN) of the ACT as outlined in this appendix; PROVIDED THAT the charging and re-charging of Lithium-Ion batteries for e-Bikes and eScooters is NOT permitted in buildings, including basements, compromising Unit Plan 2737, such that said charging and recharging is performed outside and away from combustible materials.*

Many modern electric devices are powered by Lithium-Ion (Li-Ion) batteries - from eBikes and eScooters to mobile phones and other household appliances. Fire authorities and insurance companies have issued warnings that if Lithium-Ion batteries are poorly manufactured, or are handled, stored, charged, discharged or disposed of incorrectly, they can catch fire or explode.

All strata owners, residents and managers are expected to be aware of the risks and embrace proper practice to minimise these risks:

1. **DO NOT** charge a battery with anything *except* the charger that was supplied for that battery type. A non-compliant charger will not communicate with the battery and cut power supply when charging is complete.
2. **DO NOT** over-charge the batteries by leaving them on charge any longer than necessary – for example, overnight. They can overheat, emit toxic gases and catch fire. Disconnect the charger when charging is complete. Simple low-cost timers that automatically cut power after a specified period are readily available.
3. **DO NOT** charge a device in a location near combustibles (*blankets, clothes, curtains etc*). Such materials can spread the fire quickly. Equipment should only be charged in a well-ventilated area and on a heat-resistant, non-combustible surface. If practical, charge equipment in an outdoor area.
4. **DO NOT** expose batteries to heat, liquids or physical trauma, especially while they are charging. Such conditions increase the risk of overheating and catching fire.
5. **DO NOT** dispose of Li-Ion batteries in garbage bins – they can release toxic chemicals and suffer damage that culminates in a fire. Terminals should be insulated with tape, and batteries disposed of at an authorised recycling facility.

**WARNING SIGNS** of a high-risk situation include odours, smoke, leakage, case discolouration, blistering, bulging or abnormal popping, hissing or crackling sounds emanating from the battery or battery-powered device.

If you observe such warning signs:

- **TURN OFF THE POWER** immediately and unplug the charger.
- Only **IF SAFE TO DO SO, MOVE THE DEVICE** well away from anything combustible.

In the event of a fire breaking out:

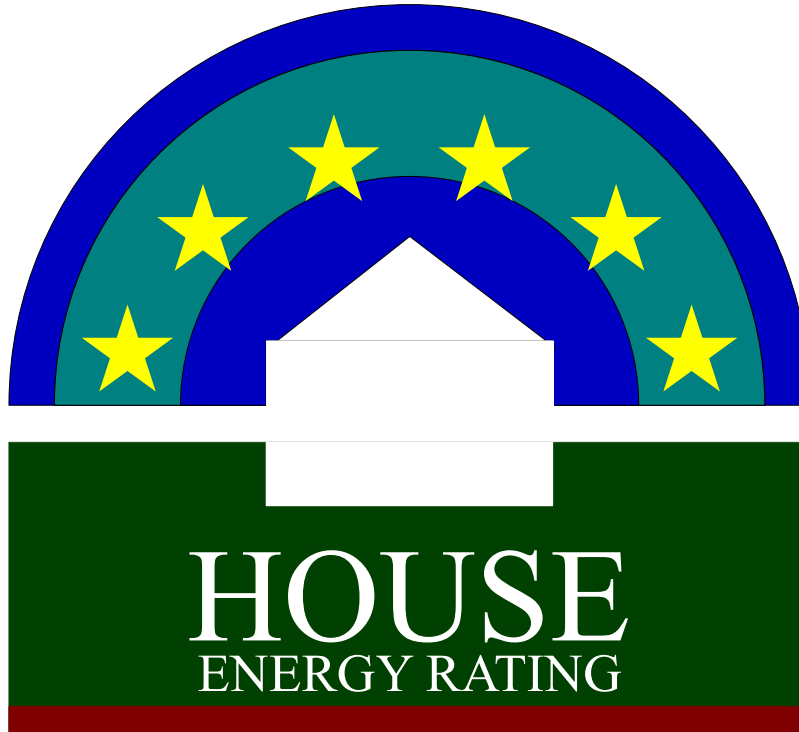
- **DO NOT** attempt to extinguish it *unless* the fire is minor and in a well-ventilated location *and* you have a fire extinguisher specifically designed for Li-Ion fires.
- **EVACUATE THE UNIT OR ADJACENT AREA**, and if possible, seal the area by closing any fire-proof doors.
- **CALL 000 FOR THE FIRE BRIGADE** and alert them to the Li-Ion source of the fire.
- **WAIT IN A SAFE LOCATION** for the emergency services to arrive.

Under Section 31 of the Unit Titles (Management) ACT, the deliberate or negligent breach of these important safety guidelines can render a resident liable for any consequential damages caused to the Common Property or other Units.

# Energy Efficiency Report

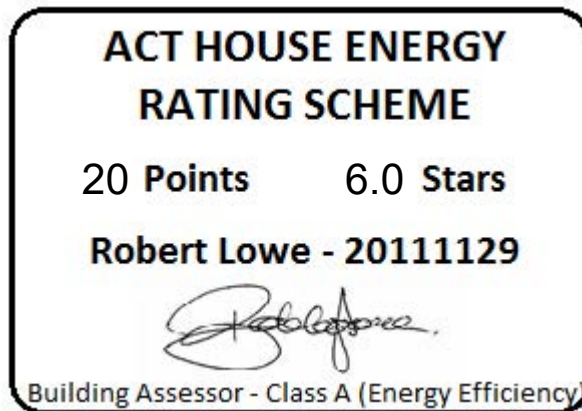


# FirstRate Report



**YOUR HOUSE ENERGY RATING IS:** ★★☆☆☆☆ **6 STARS**  
**in Climate: 24** **SCORE: 20 POINTS**

**Name:** Sayers & Vella **Ref No:** 70005  
**House Title:** Unit 58 Block 14 Section 58 TURNER **Date:** 11-05-2026  
**Address:** 310/155 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	20	<input type="text"/>										
Potential	31	<input type="text"/>										

Incorporating these design options will add the additional points required to achieve the potential rating shown in the table. Each point represents about a 1% change in energy efficiency. This list is only a guide to the range of options that could be used.

### Design options

### Additional points

Change curtain to

Heavy Drapes & Pelmet

11

## ORIENTATION

Orientation is one of the key factors which influences energy efficiency. This dwelling will achieve different scores and star ratings for different orientations.

<b>Current Rating</b>	<b>20</b>	<b>★★★★★★</b>
-----------------------	-----------	---------------

Largest windows in the dwelling;

**Direction : WNW**

**Area : 28 m<sup>2</sup>**

The table below shows the total score for the dwelling when these windows face the direction indicated.

**Note that obstructions overshadowing windows have been removed from all windows in these ratings to allow better comparisons to be made between orientations.**

<b>ORIENTATION</b>	<b>POINT SCORE</b>	<b>STAR RATING</b>
1. West	18	★★★★★★
2. North West	27	★★★★★★
3. North	32	★★★★★★
4. North East	32	★★★★★★
5. East	25	★★★★★★
6. South East	19	★★★★★★
7. South	15	★★★★☆
8. South West	16	★★★★☆

<b>FirstRate Mode</b>
<b>Climate: 24</b>

**RATING SUMMARY for: Unit 58 Block 14 Section 58 TURNER, 310/155 Northbourne Avenue, Turner ACT 2612**

Assessor's Name:

Net Conditioned Floor Area: 123.3 m<sup>2</sup>

Feature				Points		
				Winter	Summer	Total
<b>CEILING</b>				<b>15</b>	<b>0</b>	<b>15</b>
Surface Area:	115	Insulation:	-101			
<b>WALL</b>				<b>-3</b>	<b>-3</b>	<b>-6</b>
Surface Area:	-5	Insulation:	4	Mass:	-6	
<b>FLOOR</b>				<b>23</b>	<b>-4</b>	<b>18</b>
Surface Area:	15	Insulation:	-1	Mass:	4	
<b>AIR LEAKAGE (Percentage of score shown for each element)</b>				<b>9</b>	<b>0</b>	<b>9</b>
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	48 %			
Exhaust Fans	30 %	Doors	3 %			
Down Lights	0 %	Gaps (around frames)	19 %			
<b>DESIGN FEATURES</b>				<b>0</b>	<b>0</b>	<b>0</b>
Cross Ventilation	0					
<b>ROOF GLAZING</b>				<b>0</b>	<b>0</b>	<b>0</b>
Winter Gain	0	Winter Loss	0			
<b>WINDOWS</b>				<b>-15</b>	<b>-10</b>	<b>-26</b>
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
<b>NNE</b>	4	3%	-4	3	0	-2
<b>SSW</b>	2	2%	-2	1	-1	-1
<b>WNW</b>	28	23%	-31	18	-9	-22
<b>Total</b>	34	27%	-37	22	-10	-26

\* 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 4 points

				Winter	Summer	Total
<b>RATING</b>	★ ★ ★ ★ ★ ★			<b>28</b>	<b>-18</b>	<b>20*</b>

\* includes 10 points from Area Adjustment

## Detailed House Data

### House Details

ClientName Sayers & Vella  
HouseTitle Unit 58 Block 14 Section 58 TURNER  
StreetAddress 310/155 Northbourne Avenue, Turner ACT  
Postcode 2612  
FileCreated 11-05-2026

### 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	Tiles	R0.0	15.0m <sup>2</sup>
2	Suspended Slab	Enclosed	No	Yes	No	Carp	R0.0	115.0m <sup>2</sup>

### Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Framed: FC Sheet Clad	No	R1.5	34.6m	2.7m
2	Weatherboard	No	R2.0	21.3m	2.7m

### Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Flat - Suspended Slab	Yes	No	R0.0	130.0m <sup>2</sup>

### Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	WNW	2.4m	3.8m	No	DG	ALIMPR	HB	No	2.0m	2.0m	0.0m
2	NNE	2.4m	1.6m	No	DG	ALIMPR	HB	No	2.0m	2.0m	0.0m
3	WNW	2.4m	4.0m	No	DG	ALIMPR	HB	No	1.0m	1.0m	0.0m
4	SSW	1.7m	1.0m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m
5	SSW	1.5m	0.3m	Yes	DG	ALIMPR	NC	No	0.0m	0.0m	0.0m
6	WNW	2.4m	1.8m	No	DG	ALIMPR	HB	No	3.0m	3.0m	0.0m
7	WNW	2.4m	1.8m	No	DG	ALIMPR	HB	No	3.0m	3.0m	0.0m
8	WNW	1.5m	0.3m	No	DG	ALIMPR	NC	No	2.0m	2.0m	0.0m

### Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
1	WNW	2.4m	3.8m	0.0m	0.0m	0.0m	0.0m	2.0m	0.0m	3.0m	0.0m
2	NNE	2.4m	1.6m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	3.0m	0.0m
3	WNW	2.4m	4.0m	0.0m	0.0m	0.0m	0.0m	1.0m	0.0m	0.0m	0.0m
6	WNW	2.4m	1.8m	0.0m	0.0m	0.0m	0.0m	3.0m	0.0m	3.0m	0.0m
7	WNW	2.4m	1.8m	0.0m	0.0m	0.0m	0.0m	3.0m	0.0m	3.0m	0.0m
8	WNW	1.5m	0.3m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	1.8m	0.5m

### 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	0m <sup>2</sup>
Area of Lightweight Mass	0m <sup>2</sup>

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	3	0
Downlights	0	0
Skylights	0	0
Utility Doors	0	0
External Doors	1	0

Unflued Gas Heaters	0
Percentage of Windows Sealed	98%
Windows - Average Gap	Small
External Doors - Average Gap	Small
Gaps & Cracks Sealed	Yes

# Insurance Certificates & Tax Invoice



## **TO WHOM THIS MAY CONCERN**

9<sup>th</sup> 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: 30<sup>th</sup> March 2026 to: 30<sup>th</sup> 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

Hanako Gabriel Sayers and Damian Charles Vella  
310/155 Northbourne Ave  
TURNER ACT 2612  
AUSTRALIA

**Invoice Date**  
6 May 2026

**Invoice Number**  
INV-70005

**Reference**  
310/155 Northbourne Ave,  
Turner ACT 2612, Australia

**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
			<b>TOTAL AUD</b>	<b>425.00</b>

**Due Date: 18 May 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

Hanako Gabriel Sayers and Damian Charles Vella  
310/155 Northbourne Ave  
TURNER ACT 2612  
AUSTRALIA

**Payment Date**  
10 May 2026

**Sent Date**  
12 May 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

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<b>Total AUD paid</b>	<b>425.00</b>
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<b>Invoice Date</b>	<b>Reference</b>	<b>Payment Reference</b>	<b>Invoice Total</b>	<b>Amount Paid</b>	<b>Still Owing</b>
6 May 2026	INV-70005	Payment - INV-70005 Payment created via eWAY PayThis.	425.00	425.00	0.00
			<b>Total AUD</b>	<b>425.00</b>	<b>0.00</b>

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