

Approved form AF2002-20

approved by the Minister for Planning on 4 March 2002 under the

Community Title Act 2001, s 97 (Approved Forms)

Community Title Act 2001 – Form 5

(see s 67)

Australian Capital Territory

Sale of Lot(s) in a Community Title Scheme Statement by Seller

(See attached formed entitled Sale of Lot(s) in a Community Title Scheme Statement by Seller)

Community Title Act 2001 - Form 5

**Sale of Lot(s) in a Community Title Scheme
Statement by Seller**

If you are selling your lot(s) or are a mortgagee exercising a power of sale of lot(s), in a community title scheme, you must complete this statement and give it to the buyer of the lot(s) before the buyer enters into the contract of sale. You must attach a copy of this statement to the contract as the first or top sheet.

Part 1: Lot Details

Block(s)	1
Section(s)	122
Suburb(s)	Watson
Street address	46/3 Buninyong Street, Watson ACT 2602

The above lot(s) is/are included in a community title scheme that imposes obligations on the owner of the lot.

Community Title Scheme No. 46

Part 2: Body Corporate/Manager details

If it is the duty of the body corporate manager to act for the body corporate in supplying community title certificates, please provide the manager's details.

Surname or Company name	LJ Hooker Strata ACT
Title / First Name / Initials or Australian Company Number (ACN)	768 802 353
Postal address	182 - 200 City Walk, CANBERRA CITY ACT 2601
Telephone number	1800 383 333
Fax number	
Email	infoact@ljhookerstrata.com.au

Part 3: Owner/Buyer's obligations

Annual contributions (as fixed by the body corporate payable by the owner of the lot):

\$ \$2,976.36

The improvements on common property of the community title scheme which the owner of the lot(s) is are as follows: (List the obligations imposed on the owner of the lot. Please attach if more space is required.)

Part 4: Seller's declaration

I/we the undersigned, being the seller(s) of the above lot(s), included in a community title scheme, hereby declare that the information provided in this statement is true and complete.

Signature(s) | Signed by: Blake Davis
C2D89B29E3DA4EC... | Signed by: [Signature]
01ED0233A24942E...

If a company, capacity/authority | _____

Date | 02-06-2026

Note: If you are an agent of the seller(s), you must attach a statement of authority to act on behalf of the seller(s).

Note: The buyer may cancel the contract if:

- (a) the seller has not substantially completed this statement; and
- (b) settlement has not taken place.

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

Land	The unexpired term of the Lease	Unit 46	UP No. 16480	Block 1	Section 122	Division/District Watson
	and known as 46/3 Buninyong Street, Watson ACT 2602					
Seller	Full name	Kimberley Janet Davis & Blake Nolan Davis				
	ACN/ABN					
	Address	44 Wolff Crescent, Latham, ACT 2615				
Seller Solicitor	Firm	Convey Legal				
	Email	convey@conveylegal.com.au				
	Phone	1300 433 703	Ref 3105CVL			
	DX/Address	PO Box 11, Reservoir VIC 3073				
Stakeholder	Name	Hive Property (ACT) Pty Ltd Trust Account				
Seller Agent	Firm	Hive Property				
	Email	steph@hiveproperty.co				
	Phone	0403 524 615	Ref Steph Hunt			
	DX/Address	Suite 1/4 Campion Street, Deakin ACT 2600				
Restriction on Transfer	<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				
Land Rent	<i>Mark one</i>	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
Occupancy	<i>Mark one</i>	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
Breach of covenant or unit articles	Description <i>(Insert other breaches)</i>	As disclosed in the Required Documents				
Goods	Description	Fixed floor coverings, light fittings, window treatments as inspected				
Date for Registration of Units Plan						
Date for Completion On or before 30 days from the Date of this Contract						
Electronic Transaction? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, using Nominated ELN: PEXA						
Land Tax to be adjusted? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes						
Residential Withholding Tax	New residential premises?					<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
	Potential residential land?					<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
	Buyer required to make a withholding payment?					<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <small>(insert details on p.3)</small>
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?					<input type="checkbox"/> No <input type="checkbox"/> Yes
	Clearance Certificates attached for all the Sellers?					<input type="checkbox"/> No <input type="checkbox"/> Yes

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

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

Co-Ownership	<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.

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

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- Proposed plan
- Inclusions list

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

- Inclusions list
- Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	0% per annum
Interest rate if the defaulting party is the Buyer	10% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$ 660.00 (GST inclusive)

Tenancy Summary

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

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

Name	LJ Hooker Strata A.C.T.	Phone	1800 383 333
Address	182 - 200 City Walk, Canberra City ACT 2601		

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

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

Warnings

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

Disputes

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

Exchange of Contract

1 An Agent, authorised by the Seller, may:

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

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

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

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

1. Definitions and interpretation

1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

Property Act means *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 46 UP No. 16480
Block 1 Section 122 Watson
46/3 Buninyong Street, Watson ACT 2602

SPECIAL CONDITIONS

1. INCONSISTENCIES

If there is any inconsistency between a Special Condition and the printed terms of the ACT Law Society Contract 2024 (General Conditions) then the Special Conditions shall prevail.

2. VARIATION TO GENERAL CONDITIONS

The General Conditions are amended as follows:

- (a) Clause 2.6 is amended by deleting the words "or in cash (up to \$200)".
- (b) Clause 13.6 is amended by deleting the number "7" and inserting "14".
- (c) Clause 17.1.1(a) is amended by deleting the number "5" and inserting "2.5".
- (d) Clause 17.1.2(a) is amended by deleting the number "5" and inserting "2.5".

3. REPRESENTATIONS AND WARRANTY

- (a) The Buyer acknowledges and agrees that it has not relied on any warranty, representation, promise, or condition made by or on behalf of the Seller concerning the Property, except as disclosed in this Contract.
- (b) The Buyer warrants to the Seller that the Buyer is satisfied with the condition of the Property including any defects and contamination.
- (c) The Buyer accepts the Property, including all improvements, fixtures, fittings and inclusions in their current state of repair and condition, and including any latent or patent defects as at the date of this Contract.
- (d) The Buyer shall not make any requisition, objection or claim for compensation in relation to the condition or state of the Property and the Seller shall not be required to carry out any repairs to the Property after the date of this Contract.
- (e) The Buyer warrants that it was not introduced to either the Seller or the Property by any party other than the Seller Agent listed in this Contract and agrees to indemnify and keep indemnified the Seller against all claims for commission, costs or damages that arise as a result of a breach of this condition. This clause shall not merge on Completion.
- (f) The Buyer warrants that it does not require the approval of the Foreign Investment Review Board to complete settlement under this Contract.

4. CONTAMINATION

The Seller does not warrant or provide the Buyer with any assurance that the Property is free from contamination. The Buyer acknowledges that it has made, or has had the opportunity to make, its own investigations concerning contamination on or in the Property and relies entirely on those investigations in entering this Contract.

5. KEYS

The Seller shall supply all keys for the Improvements on the Property which are in the Seller's possession or control to the Buyer on the Settlement Date. The Buyer shall not make any objection, requisition or claim for compensation in relation to the supply of keys.

6. ENTIRE AGREEMENT

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

7. DEATH OR INCAPACITY

If either party dies, becomes mentally ill, is declared bankrupt, enters into any scheme for the benefit of its creditors or a liquidator is appointed to it, then either party may rescind this Contract by issuing a notice in writing to the other or its solicitor. General Condition 21 will apply if the Contract is rescinded in accordance with this Special Condition.

8. ADJUSTMENTS

If Completion does not occur on the Date for Completion due to an act or omission of the Buyer, the parties agree that all Land Charges in General Condition 8.1 will be adjusted from the Date for Completion and not the date that Completion takes place.

9. GENERAL NON-MERGER

The Buyer and Seller agree that any obligation for payment under this Contract shall not merge on Completion.

10. FINANCE

The Buyer acknowledges that the Seller has entered into this Contract on the Buyer's warranty that the Buyer does not require finance approval in order to pay for the property or that the Buyer shall not have any right to terminate this Contract on the basis that it has not secured finance approval.

11. ELECTRONIC EXECUTION AND EXCHANGE

The Buyer and Seller agree and acknowledge that:

- (a) This Contract may be signed electronically by either party using DocuSign (or any other secure electronic signature platform approved by the parties).
- (b) This Contract may be validly created by counterparts electronically signed and exchanged and shall together be deemed to constitute one and the same instrument.
- (c) No witnessing party is required if this Contract is signed electronically.
- (d) Each party shall comply with the *Electronic Transactions Act 2001* (Cth) when signing this Contract electronically.

12. EFT or 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 either Electronic Fund Transfer (EFT) or 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 either Electronic Fund Transfer (EFT) or 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 the 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.

13. DIRECTOR GUARANTEE AND INDEMNITY

If the Buyer is a corporation, then all directors of that corporation must provide a personal guarantee in the form of the Deed of Guarantee and Indemnity attached as Annexure A (Deed of Guarantee & Indemnity).

ANNEXURE A - DEED OF GUARANTEE & INDEMNITY

Director's Guarantee

I/WE (name)

(address)

Director(s) of (Buyer)

(address)

(GUARANTOR/S)

agree as follows:

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

Executed as a Deed Dated:

SIGNED AND SEALED by the GUARANTOR in
the presence of:

Signature of Guarantor

Name of Guarantor

Signature of Witness

Name of Witness

SIGNED AND SEALED by the GUARANTOR in
the presence of:

Signature of Guarantor

Name of Guarantor

Signature of Witness

Name of Witness

CONDITIONS OF AUCTION SALE

These are the terms upon which the auction for the sale of the Property described in the Contract of Sale will be conducted.

The following conditions apply:

1. The Auctioneer may make 1 bid for the seller of the property at any time during the Auction.
2. Each person bidding must be entered on the Bidder's Record.
3. the Auctioneer may refuse any bid.
4. The Auctioneer may decide the amount by which the bidding is to be advanced.
5. The Auctioneer may withdraw the property from sale at any time.
6. The Auctioneer may refer a bid to the Seller at any time before the end of the Auction.
7. If there is a dispute about a bid, the Auctioneer may resubmit the property for sale at the last undisputed bid or start the bidding again.
8. If there is a dispute about a bid, the Auctioneer is the sole arbiter and the Auctioneer's decision is final.
9. The sale is subject to a reserve price unless the Auctioneer announces otherwise.
10. The highest recorded bidder will be the Buyer, subject to any reserve price.
11. If a reserve price has been set for the property and the property is passed in below the reserve price, the Seller must first negotiate with the highest bidder for the purchase of the property.
12. The Buyer must sign the contract and pay the deposit immediately after the fall of the hammer.

*****The Seller reserves the right to vary the terms and conditions of the Contract of Sale without notice at any time prior to the commencement of the auction*****

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Watson Section 122 Block 1 on Deposited Plan 11671 with 77 units on Unit Plan 16480

Unit 46 (Class A) entitlement 114 of 10000, 3 subsidiaries

Part of Community Title Scheme 36

Lease commenced on 13/12/2024, terminating on 14/03/2122

Proprietor

KIMBERLEY JANET DAVIS

44 WOLFF CRS, LATHAM ACT 2615

BLAKE NOLAN DAVIS

44 WOLFF CRS, LATHAM ACT 2615

as Joint Tenants

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Easements

Subject To Easement In Units Plan

Subject To Easement Created By TGE 3356170

Registered Date	Dealing Number	Description
03/02/2025	3363158	Mortgage to BANK AUSTRALIA LIMITED (ACN: 087 651 607)

End of interests

ADMINISTRATIVE INTERESTS

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

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
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Product	Title Details
Date/Time	18/05/2026 01:46PM
Customer Reference	3105CVL
Order ID	20260518000989
Cost	\$35.00

201018608	Development Application	17/08/2010	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	29/09/2010
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Description

NONR-NEW BUILDING-PUMP ROOM. Proposal is for the erection of a new pump room close to Aspinall Street. It will be used for fire services for the television station.

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201630707	Development Application	13/12/2016	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	31/10/2017

Description

PROPOSAL FOR MIXED USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT - LEASE VARIATION - demolition of existing building, construction of residential units, childcare centre, retail, community facilities, landscaping and associated works. Lease variation - please see application form.

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
202138745	Development Application	18/06/2021	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	18/10/2021

Description

LEASE VARIATION - Consolidation of blocks 13, 14 and 15 and creation of service and waste easements. Realignment of the waste easement in block 1. Realignment of the Access easement within block 2. Realignment of the boundary between block 3 and 15 and creation of a public access easement. Realignment of the boundary between block 4 and 15. Subdivision of the Crown lease to create separate leases over the individual blocks. Signage on block 16.

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
202037637	Development Application	15/09/2020	CODE TRACK - NO NOTIFICATION	APPROVAL CONDITIONAL	02/10/2020

Description

LEASE VARIATION - To vary the leases of blocks 1 - 15 by relocating the easement for access through block 8.

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



ACT
Government

Product	Title Details
Date/Time	18/05/2026 01:46PM
Customer Reference	3105CVL
Order ID	20260518000989
Cost	\$35.00

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
202342385	Development Application	11/12/2023	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	09/02/2024

Description

PLANNING & DEVELOPMENT ACT 2007 - PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT - proposed extension to the existing childcare, alterations to internal amenities and staff areas, outdoor landscaping and associated works.

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Watson Section 122 Block 1 on Deposited Plan 11671 with 77 units on Unit Plan 16480

Part of Community Title Scheme 36

Lease commenced on 13/12/2024, terminating on 14/03/2122

COMMON PROPERTY

Proprietor

The Owners - Units Plan No 16,480

LJ Hooker Strata, 1st Floor, 182-200 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

Easements

Subject To Easement Created By TGE 3356170

Registered Date	Dealing Number	Description
10/07/2025	3393359	Application to Note Special Resolution - Refer Instrument
12/03/2026	3439453	Application to Note Special Resolution - Refer Instrument
12/05/2026	3454800	Application to Note Special Resolution - Refer Instrument

End of interests

ADMINISTRATIVE INTERESTS

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

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201018608	Development Application	17/08/2010	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	29/09/2010



Product	Title Details
Date/Time	20/05/2026 09:50AM
Customer Reference	3105CVL
Order ID	20260520000237
Cost	\$35.00

Description

NONR-NEW BUILDING-PUMP ROOM. Proposal is for the erection of a new pump room close to Aspinall Street. It will be used for fire services for the television station.

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201630707	Development Application	13/12/2016	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	31/10/2017

Description

PROPOSAL FOR MIXED USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT - LEASE VARIATION - demolition of existing building, construction of residential units, childcare centre, retail, community facilities, landscaping and associated works. Lease variation - please see application form.

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
202138745	Development Application	18/06/2021	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	18/10/2021

Description

LEASE VARIATION - Consolidation of blocks 13, 14 and 15 and creation of service and waste easements. Realignment of the waste easement in block 1. Realignment of the Access easement within block 2. Realignment of the boundary between block 3 and 15 and creation of a public access easement. Realignment of the boundary between block 4 and 15. Subdivision of the Crown lease to create separate leases over the individual blocks. Signage on block 16.

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
202037637	Development Application	15/09/2020	CODE TRACK - NO NOTIFICATION	APPROVAL CONDITIONAL	02/10/2020

Description

LEASE VARIATION - To vary the leases of blocks 1 - 15 by relocating the easement for access through block 8.

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
202342385	Development	11/12/2023	MERIT TRACK -	APPROVAL	09/02/2024



ACT
Government

Product	Title Details
Date/Time	20/05/2026 09:50AM
Customer Reference	3105CVL
Order ID	20260520000237
Cost	\$35.00

Application

MAJOR
NOTIFICATION

CONDITIONAL

Description

PLANNING & DEVELOPMENT ACT 2007 - PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT - proposed extension to the existing childcare, alterations to internal amenities and staff areas, outdoor landscaping and associated works.

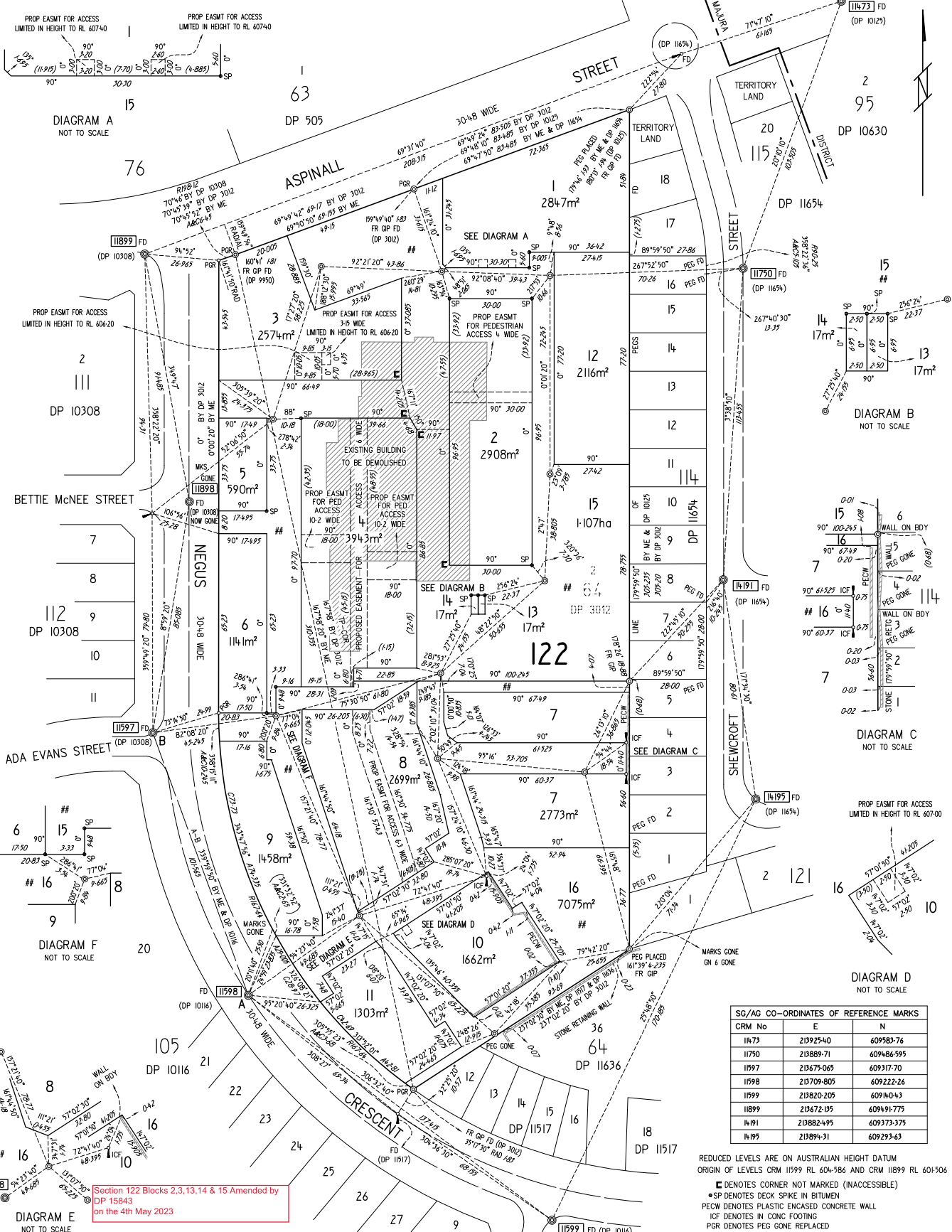


DIAGRAM A
NOT TO SCALE

DIAGRAM B
NOT TO SCALE

DIAGRAM C
NOT TO SCALE

DIAGRAM F
NOT TO SCALE

DIAGRAM D
NOT TO SCALE

DIAGRAM E
NOT TO SCALE

Section 122 Blocks 2,3,13,14 & 15 Amended by DP 15843 on the 4th May 2023

SG/AG CO-ORDINATES OF REFERENCE MARKS	CRM No	E	N
	11673	21392540	60958376
	11750	21888971	609486595
	11597	21367505	60931770
	11598	213709805	60922226
	11599	213820205	60914043
	11899	213672135	609491775
	11691	213882495	609373375
	11695	21389431	60929363

REDUCED LEVELS ARE ON AUSTRALIAN HEIGHT DATUM
ORIGIN OF LEVELS CRM 11599 RL 604.586 AND CRM 11899 RL 601.506

- DENOTES CORNER NOT MARKED (INACCESSIBLE)
- SP DENOTES DECK SPIKE IN BITUMEN
- ▬ PECW DENOTES PLASTIC ENCASED CONCRETE WALL
- ▬ ICF DENOTES IN CONC FOOTING
- ▬ PGR DENOTES PEG GONE REPLACED

- REFERENCE MARKS
- ⊙ Denotes DP
 - ⊙ Denotes PLAQUE IN KERB
 - ⊙ Denotes DHAM IN KERB
 - ⊙ Denotes DHAM IN KERB (Except as otherwise shown)

NOTE

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

DENOTES PROP EASMT FOR ACCESS VAR WIDTH

PED DENOTES PEDESTRIAN

L. WILLIAM ROBERT CAMPBELL
of VERIS AUSTRALIA Pty Limited CANBERRA
a surveyor registered under the Surveyors Act 2007 hereby certify that the survey represented on this plan is accurate and has been made in accordance with the Surveyors Practice Directions and was completed on 24 MAY 2019

(Signature) _____ 24 MAY 2019
Surveyor registered under the Surveyors Act 2007.

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

24/5/19 for the Surveyor-General of the ACT

PLAN OF
BLOCKS 1 TO 16 SECTION 122
BEING A SUBDIVISION OF BLOCK 2 SECTION 64
DIVISION: WATSON
DISTRICT: CANBERRA CENTRAL
AUSTRALIAN CAPITAL TERRITORY
SCALE 1:750

0 10 20 40 60 METRES

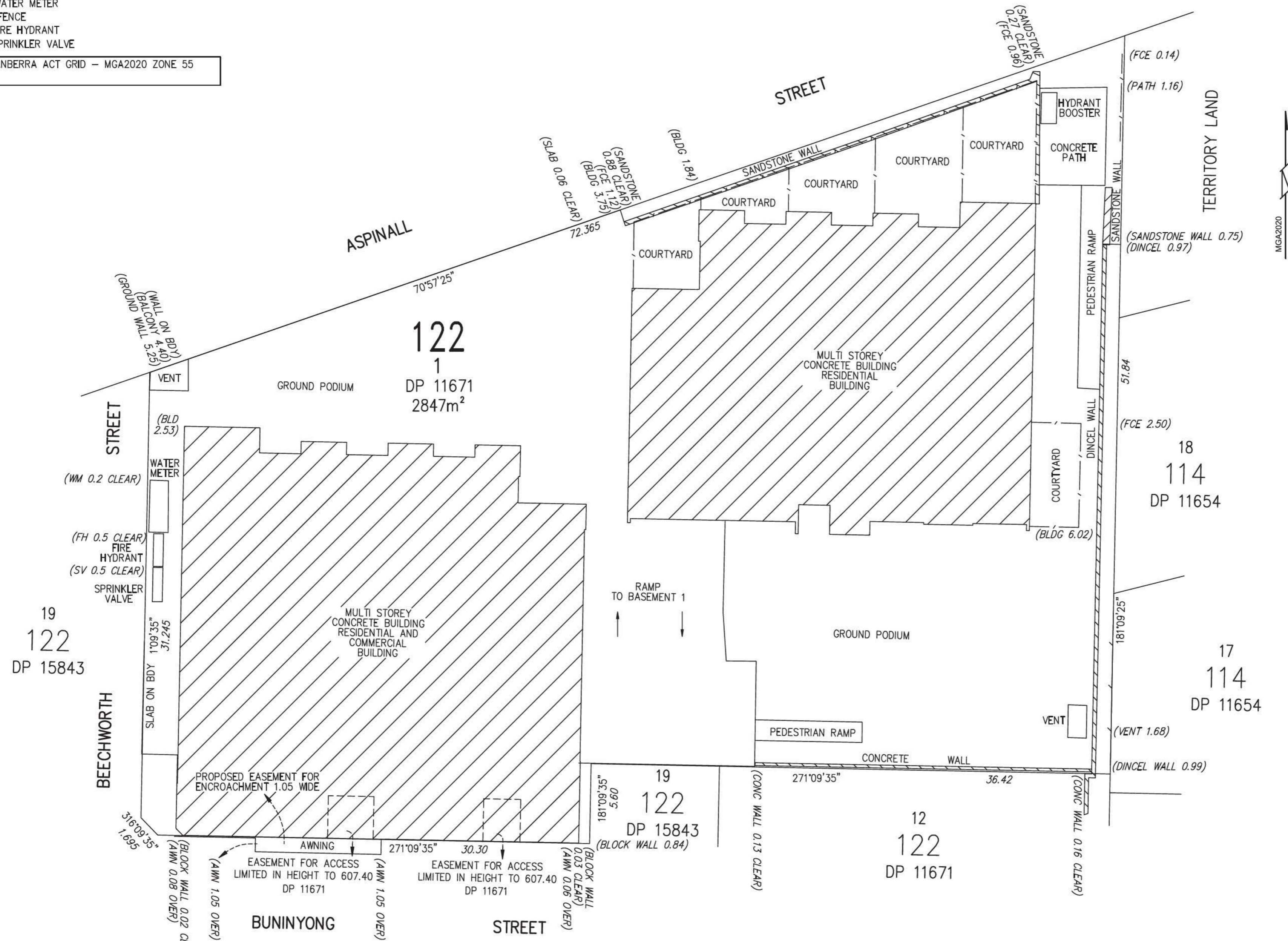
Deposited in the office of the Registrar of Titles at Canberra
in the Australian Capital Territory at
9:22 AM, 24/05/2019

Approved
David Snowden
Registrar-General

DEPOSITED PLAN
11671
AMENDS DP 3012

BLDG - DENOTES BUILDING
 WM - DENOTES WATER METER
 FCE - DENOTES FENCE
 FH - DENOTES FIRE HYDRANT
 SV - DENOTES SPRINKLER VALVE

SWING FROM CANBERRA ACT GRID - MGA2020 ZONE 55
 +1'09'35"



LAND TITLES
 ACCESS CANBERRA
 Chief Minister, Treasury and
 Economic Development Directorate
 Sheet No. 1 of 39
SITE PLAN
 LAND DETAILS
 Block
1
 Section
122
 Division
WATSON
 Deposited Plan Number
11671
 Volume/Folio
3017:91
 Class of Units (A or B)
A

Jonathan Tanchevski
Jonathan Tanchevski
 Director

Adam Laird Howarth
Adam Laird Howarth
 Director

HTI Watson Pty Limited
 ACN 611 569 138

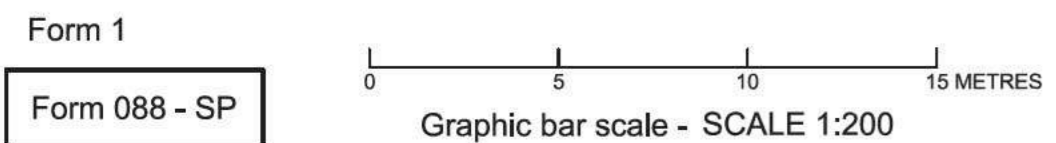
Signature of Lessee

Karen Walker
Karen Walker 9th December 2024
 Delegate of the
 ACT Planning and Land Authority

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

Leanne Taunton
Leanne Taunton
 Deputy Registrar-General
 13/12/2024

UNITS PLAN No.
16480

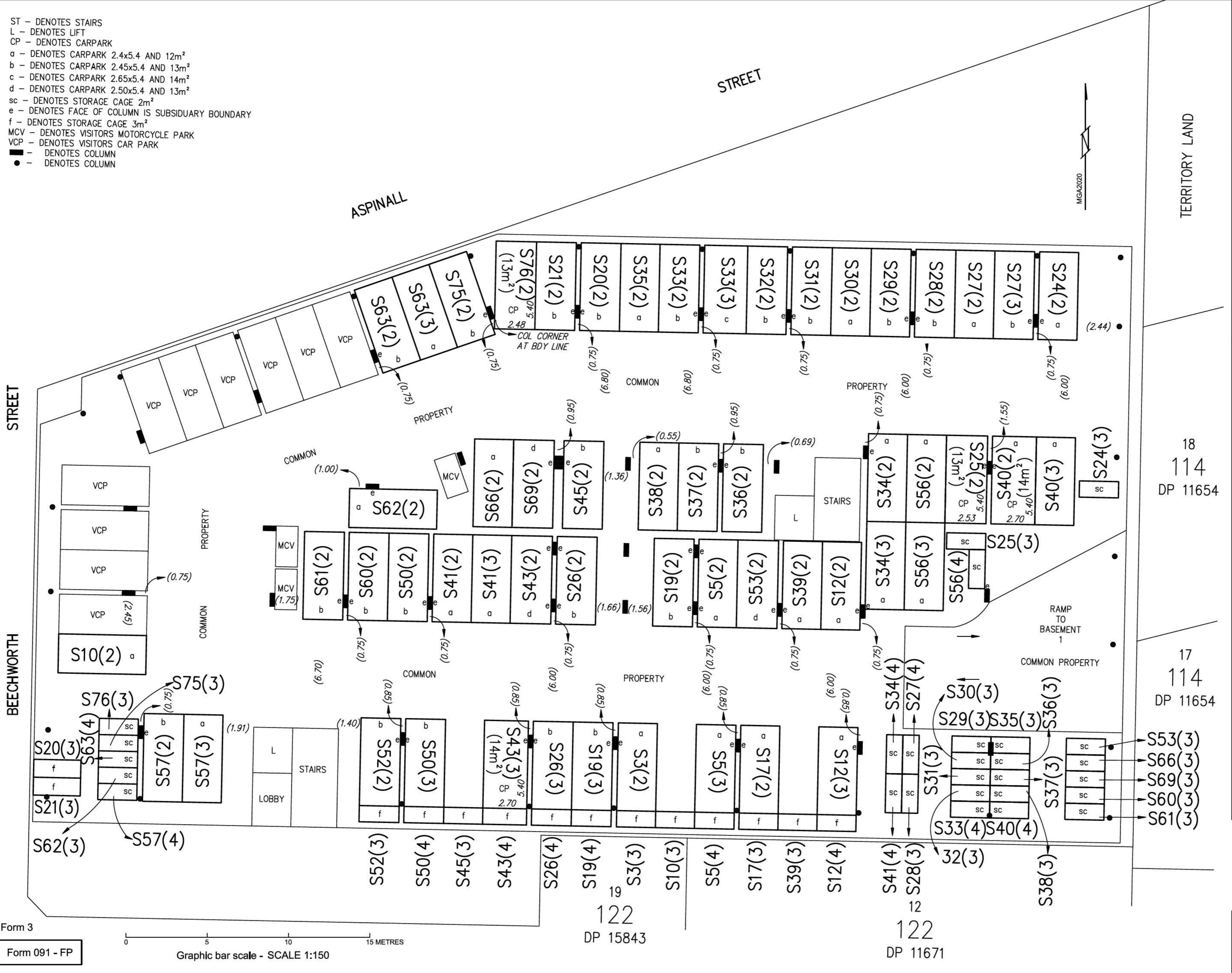


SURVEYORS DECLARATION
 I, THOMAS IAN DARMODY of TSD SURVEYING
 A surveyor authorised to work in the ACT under Automatic Deemed registration, hereby certify that:
 1. The survey represented by the diagrams on forms 1 and 3 of this plan are accurate and was completed on - 21st OCTOBER 2024
 2. The survey is in accordance with the following Acts:
 • Unit Titles Act 2001;
 • Land Titles (Unit Titles) Act 1970;
 • Land Titles Act 1925; and,
 • any other Regulation made under those Acts
 and in accordance with the Surveyors Practice Directions.

Thomas Ian Darmody
 Signature of Registered Surveyor
 21st OCTOBER 2024
 Dated

CROSS OUT EITHER OF ITEM 3 OR 3(a)-3(c), WHICHEVER DOES NOT APPLY - 3(a)-3(c) CANNOT APPLY IF AN ENCROACHMENT OCCURS OVER A ROAD OR PUBLIC PLACE UNLESS THE ENCROACHMENT IS AN ATTACHMENT AS DEFINED BY THE UNIT TITLES ACT 2001.
 3. Each building (including anything attached to it) or building in the course of erection on the parcel is wholly within the parcel.
 OR
 3 (a), (b), (c)
 a) All units and unit subsidiaries shown in the diagrams are wholly within the parcel;
 b) The diagram clearly indicates the existence, nature and extent of any encroachment by a building (including anything attached to it), beyond the boundaries of the parcel; and,
 c) The diagrams clearly indicate the existence, nature and extent of any easement granted and registered, or to be granted and registered upon registration of this proposed plan, pertaining to the parcel.
 1st FLOOR, 182-200 CITY WALK,
 CANBERRA CITY, ACT, 2601
 Address for Service of Notice
 LJ HOOKER STRATA
 Name of Manager / Owners Corporation

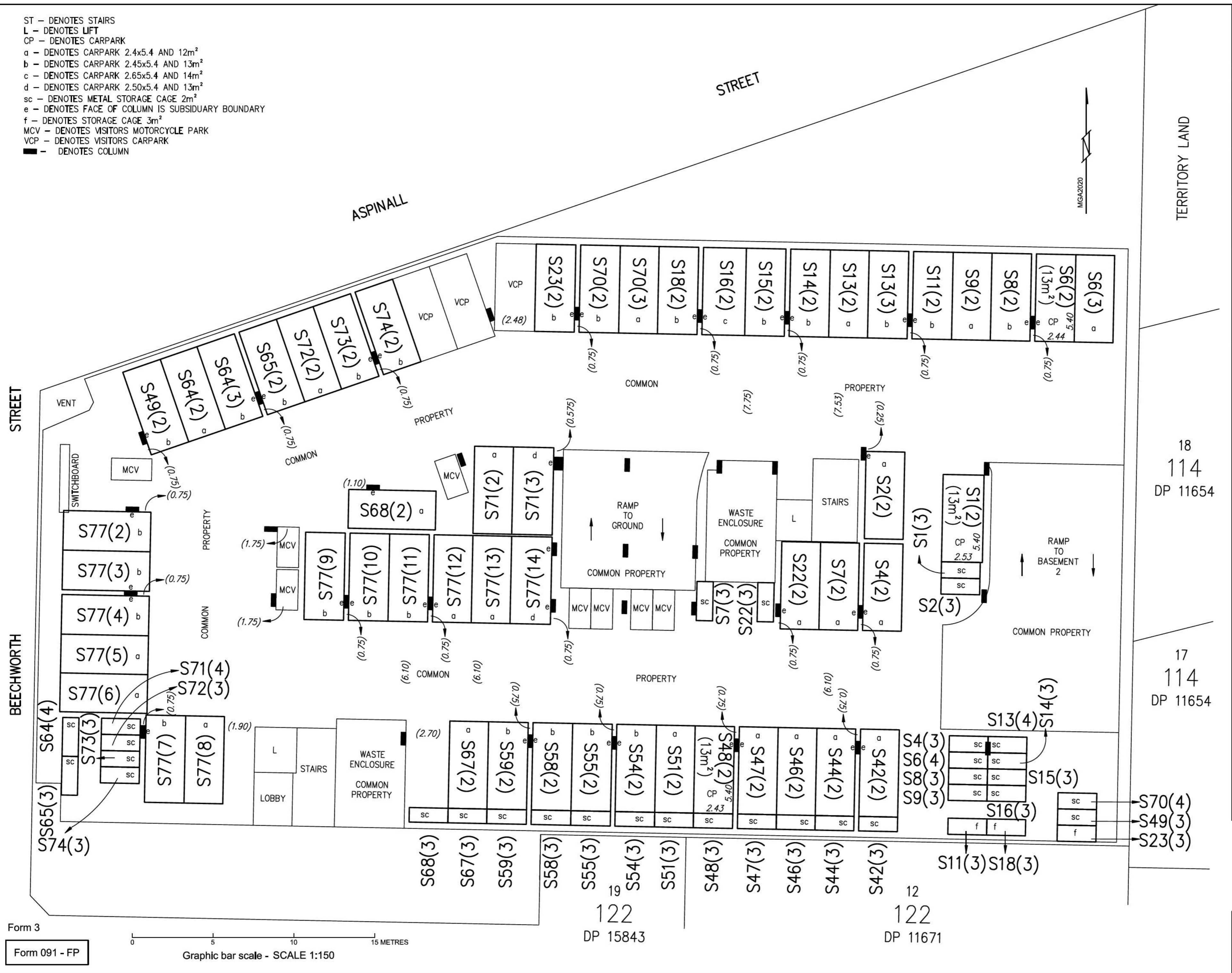
- ST - DENOTES STAIRS
- L - DENOTES LIFT
- CP - DENOTES CARPARK
- a - DENOTES CARPARK 2.4x5.4 AND 12m²
- b - DENOTES CARPARK 2.45x5.4 AND 13m²
- c - DENOTES CARPARK 2.65x5.4 AND 14m²
- d - DENOTES CARPARK 2.50x5.4 AND 13m²
- sc - DENOTES STORAGE CAGE 2m²
- e - DENOTES FACE OF COLUMN IS SUBSIDIARY BOUNDARY
- f - DENOTES STORAGE CAGE 3m²
- MCV - DENOTES VISITORS MOTORCYCLE PARK
- VCP - DENOTES VISITORS CAR PARK
- - DENOTES COLUMN
- - DENOTES COLUMN



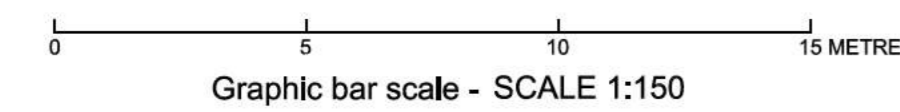
LAND TITLES ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate
Sheet No. 2... of ... 39
FLOOR PLAN
Block 1
Section 122
Division WATSON
FLOOR NUMBER BASEMENT 2
18 114 DP 11654
17 114 DP 11654
19 122 DP 15843
12 122 DP 11671
UNITS PLAN No. 16480

- ST - DENOTES STAIRS
- L - DENOTES LIFT
- CP - DENOTES CARPARK
- a - DENOTES CARPARK 2.4x5.4 AND 12m²
- b - DENOTES CARPARK 2.45x5.4 AND 13m²
- c - DENOTES CARPARK 2.65x5.4 AND 14m²
- d - DENOTES CARPARK 2.50x5.4 AND 13m²
- sc - DENOTES METAL STORAGE CAGE 2m²
- e - DENOTES FACE OF COLUMN IS SUBSIDIARY BOUNDARY
- f - DENOTES STORAGE CAGE 3m²
- MCV - DENOTES VISITORS MOTORCYCLE PARK
- VCP - DENOTES VISITORS CARPARK
- - DENOTES COLUMN

LAND TITLES	
ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate	
Sheet No.3.....of39.....	
FLOOR PLAN	
Block	1
Section	122
Division	WATSON
FLOOR NUMBER	BASEMENT 1

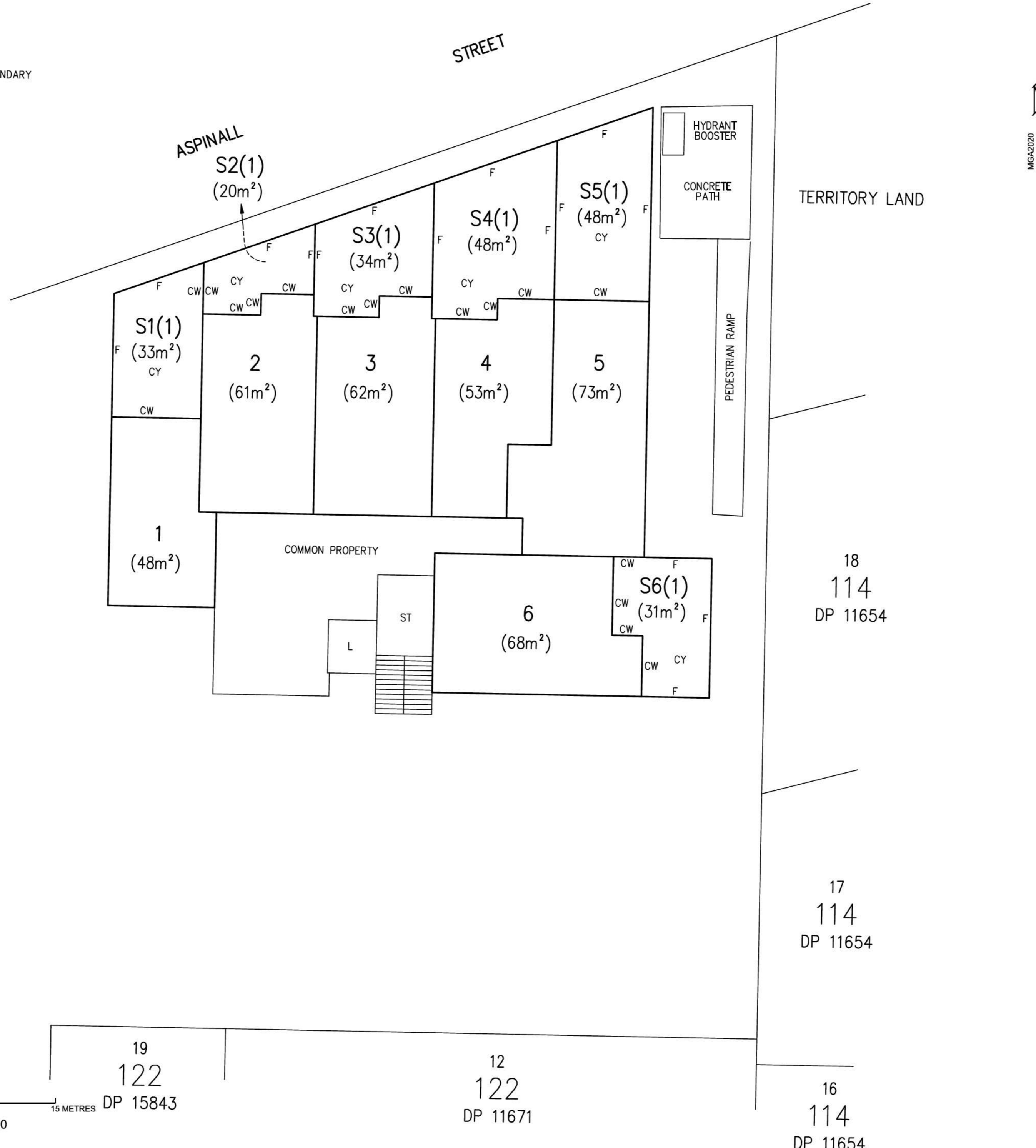


Form 3
Form 091 - FP



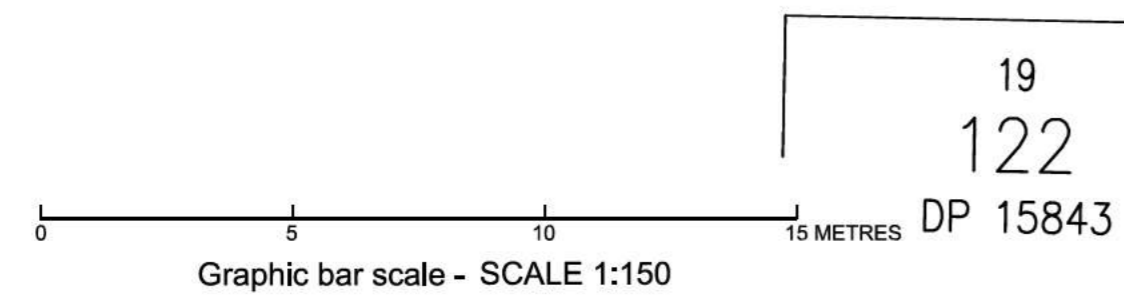
18 114 DP 11654	
17 114 DP 11654	
19 122 DP 15843	
12 122 DP 11671	
UNITS PLAN No. 16480	

ST - DENOTES STAIRS
 L - DENOTES LIFT
 CY - DENOTES COURTYARD
 F - DENOTES METAL FENCE IS SUBSIDIARY BOUNDARY
 CW - DENOTES OUTSIDE FACE OF CONCRETE GROUND WALL IS SUBSIDIARY BOUNDARY



SEE SHEET 5

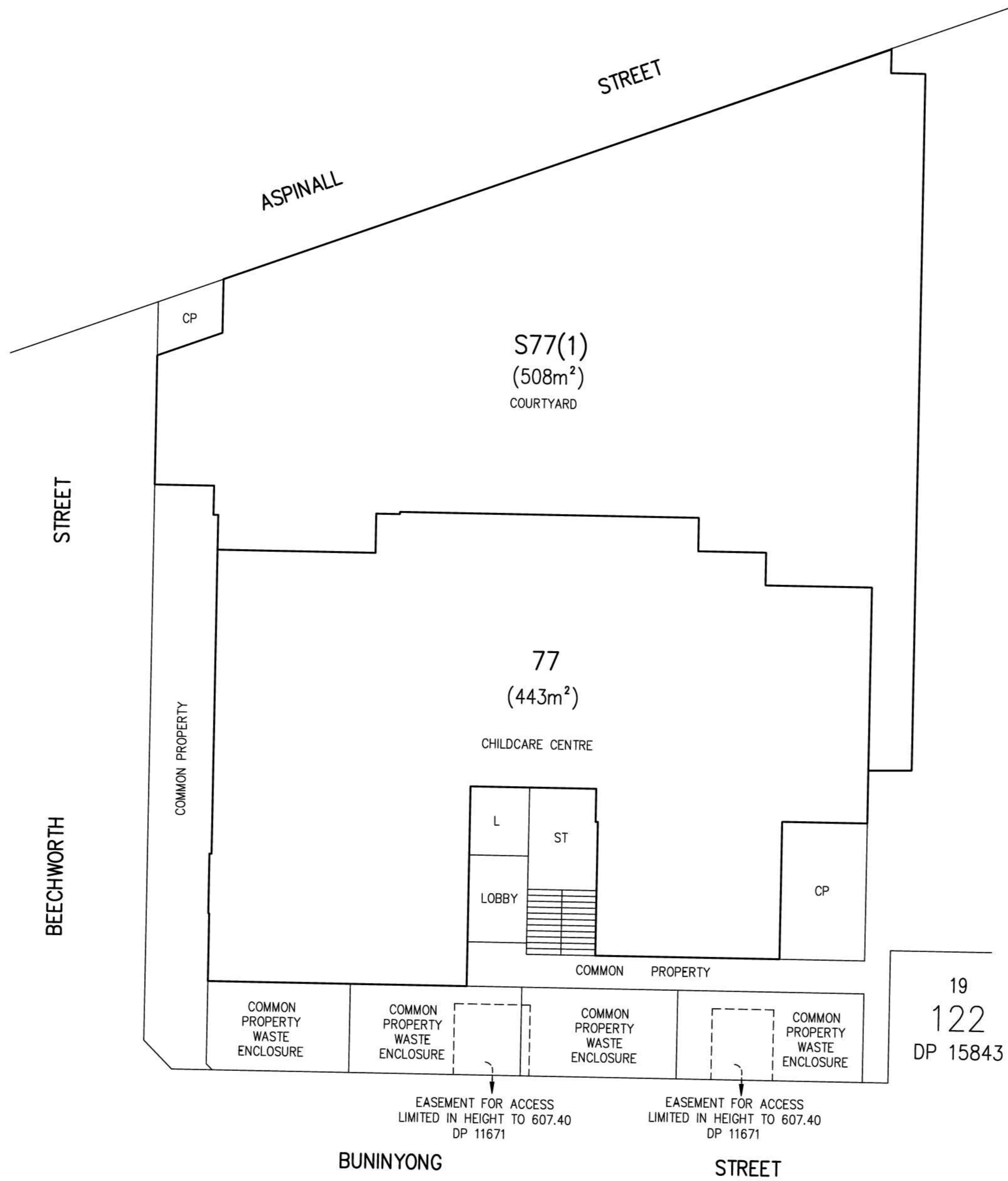
LAND TITLES
ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate
Sheet No. ... 4... of ... 39...
FLOOR PLAN
Block 1
Section 122
Division WATSON
FLOOR NUMBER GROUND BUILDING ONE



Form 3
Form 091 - FP

UNITS PLAN No.
16480

ST - DENOTES STAIRS
 L - DENOTES LIFT
 CP - DENOTES COMMON PROPERTY



MGA/2020

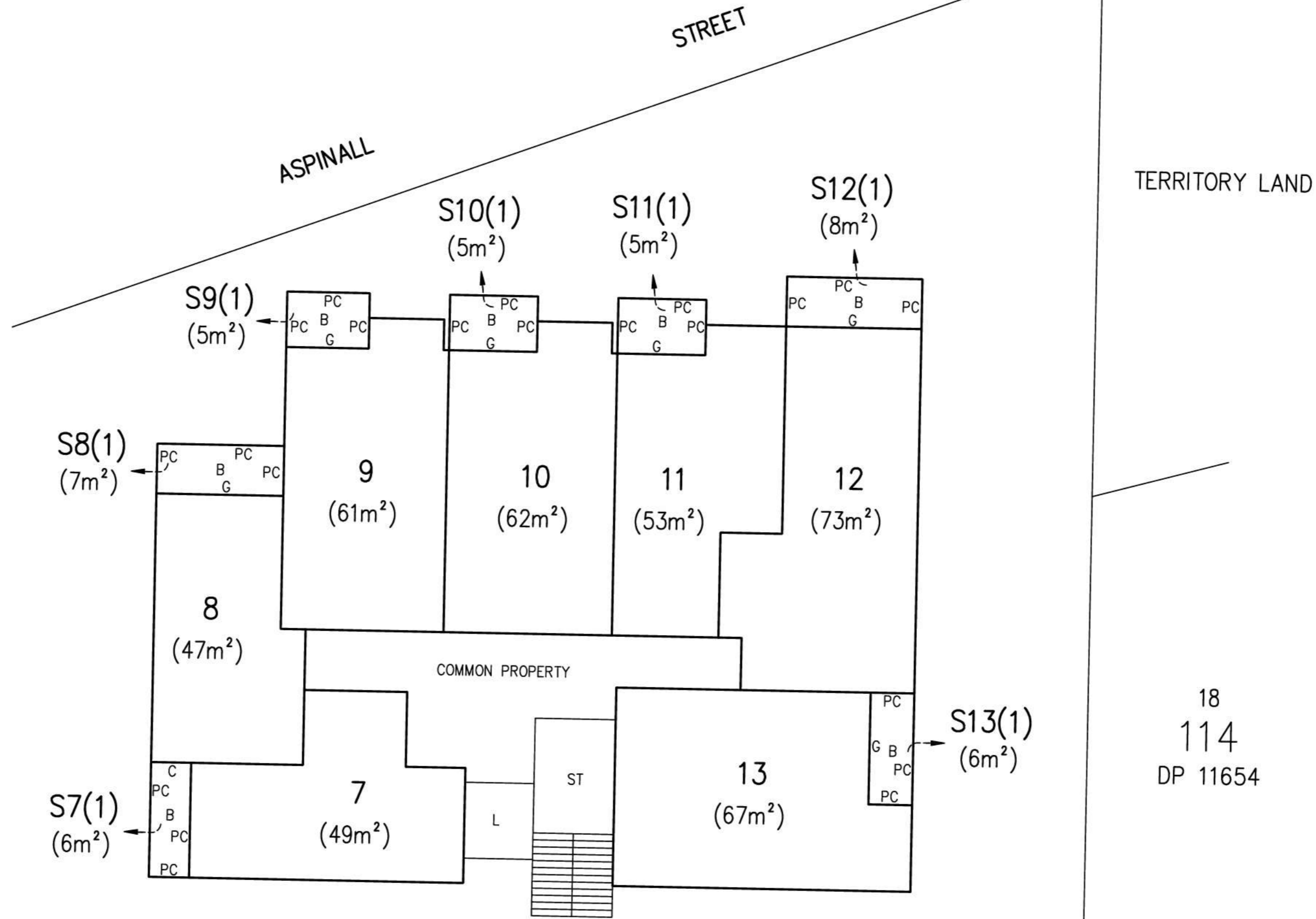
LAND TITLES
ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate
Sheet No. 5 of 39
FLOOR PLAN
Block 1
Section 122
Division WATSON
FLOOR NUMBER GROUND BUILDING TWO

Form 3
Form 091 - FP



UNITS PLAN No.
16480

ST - DENOTES STAIRS
 L - DENOTES LIFT
 B - DENOTES BALCONY
 PC - DENOTES PRECAST WALL IS SUBSIDIARY BOUNDARY
 G - DENOTES FACE OF GLASS WINDOW IS SUBSIDIARY BOUNDARY
 C - DENOTES FACE OF CLADDED WALL IS SUBSIDIARY BOUNDARY



SEE SHEET 7



Form 3

Form 091 - FP

19
122
DP 15843

12
122
DP 11671

17
114
DP 11654

16
114
DP 11654

18
114
DP 11654

MGA2020

LAND TITLES

ACCESS CANBERRA
 Chief Minister, Treasury and
 Economic Development Directorate

Sheet No. 6 of 39

FLOOR PLAN

Block

1

Section

122

Division

WATSON

FLOOR NUMBER

LEVEL ONE
 BUILDING ONE

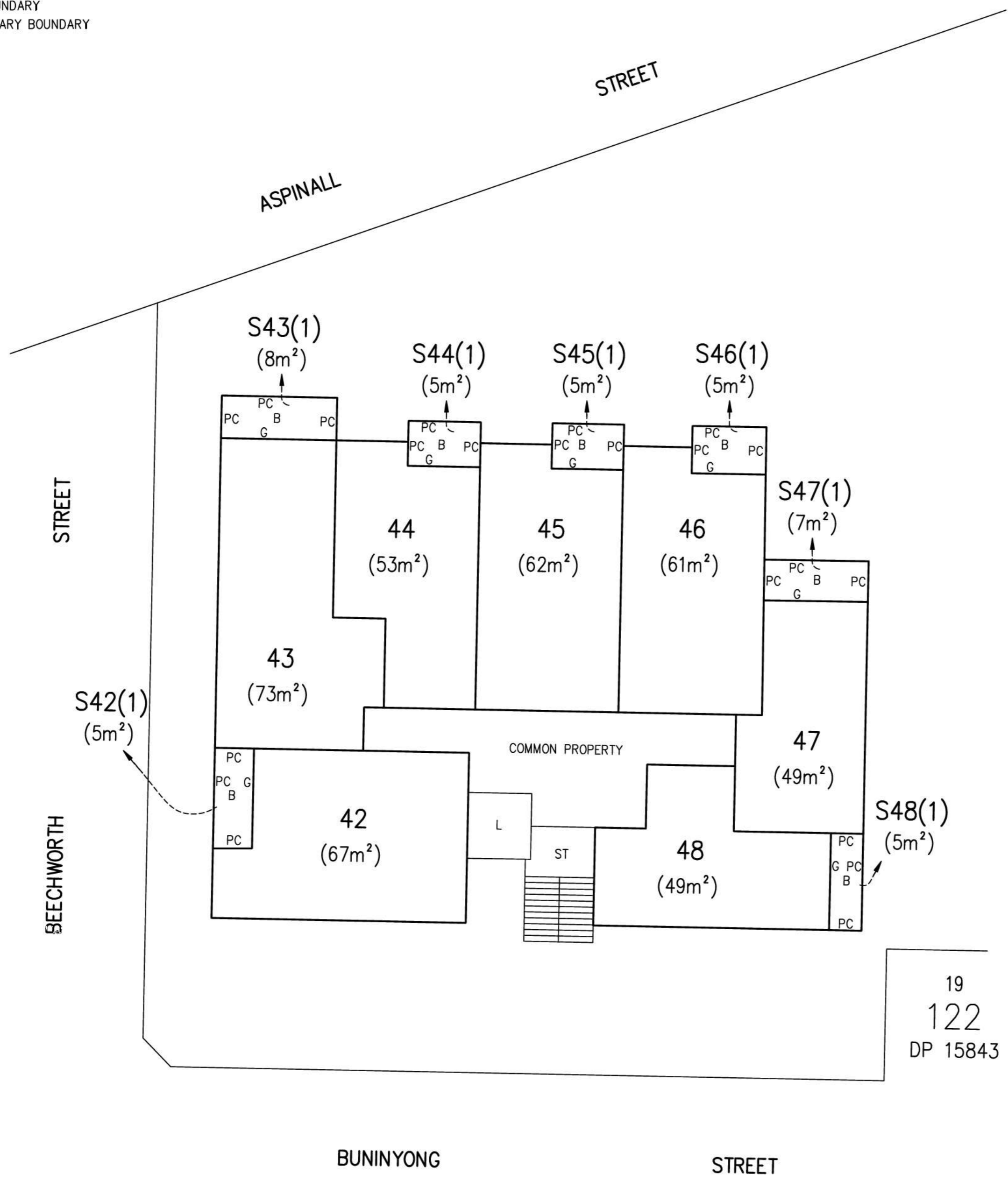
UNITS PLAN No.

16480

ST - DENOTES STAIRS
 L - DENOTES LIFT
 B - DENOTES BALCONY
 PC - DENOTES PRECAST WALL IS SUBSIDIARY BOUNDARY
 G - DENOTES FACE OF GLASS WINDOW IS SUBSIDIARY BOUNDARY

MGA2020

LAND TITLES	
ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate	
Sheet No.7.....of39.....	
FLOOR PLAN	
Block	1
Section	122
Division	WATSON
FLOOR NUMBER	LEVEL ONE BUILDING TWO



SEE SHEET 6

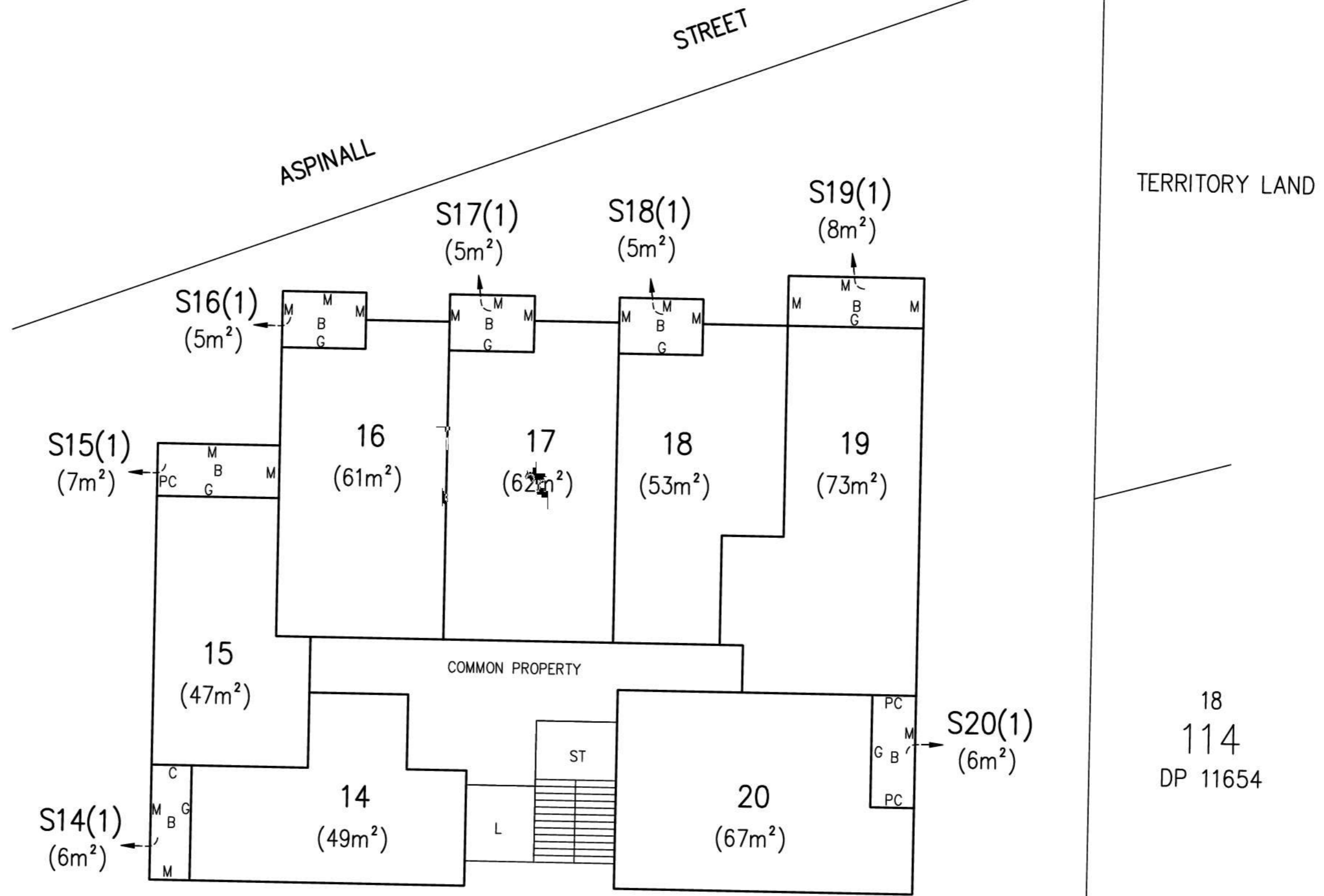
19
122
DP 15843

Form 3
Form 091 - FP

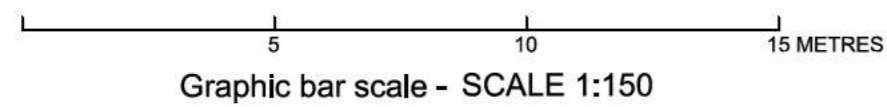
0 5 10 15 METRES
Graphic bar scale - SCALE 1:150

UNITS PLAN No.
16480

ST - DENOTES STAIRS
 L - DENOTES LIFT
 B - DENOTES BALCONY
 M - DENOTES METAL BALASTRADE IS SUBSIDIARY BOUNDARY
 G - DENOTES FACE OF GLASS WINDOW IS SUBSIDIARY BOUNDARY
 C - DENOTES FACE OF CLADDED WALL IS SUBSIDIARY BOUNDARY
 PC - DENOTES PRECAST WALL IS SUBSIDIARY BOUNDARY

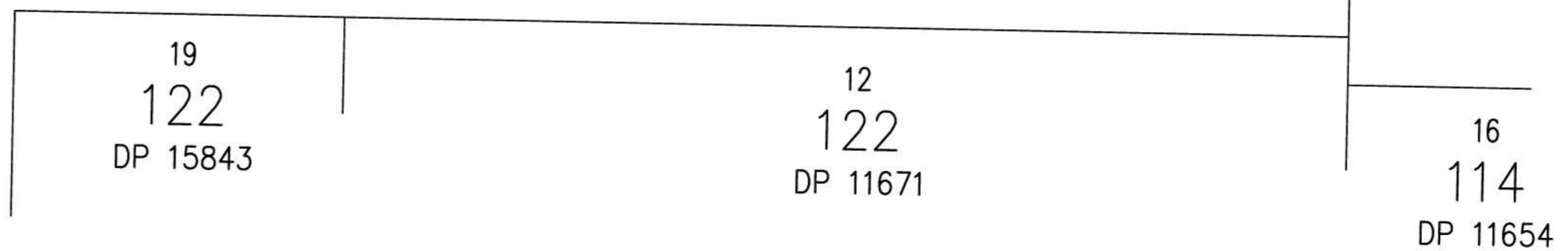


SEE SHEET 9



Form 3

Form 091 - FP



LAND TITLES
 ACCESS CANBERRA
 Chief Minister, Treasury and
 Economic Development Directorate

Sheet No8.....of39.....

FLOOR PLAN

Block

1

Section

122

Division

WATSON

FLOOR NUMBER

LEVEL TWO
 BUILDING ONE

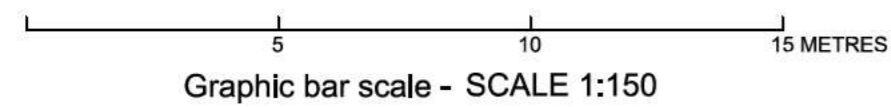
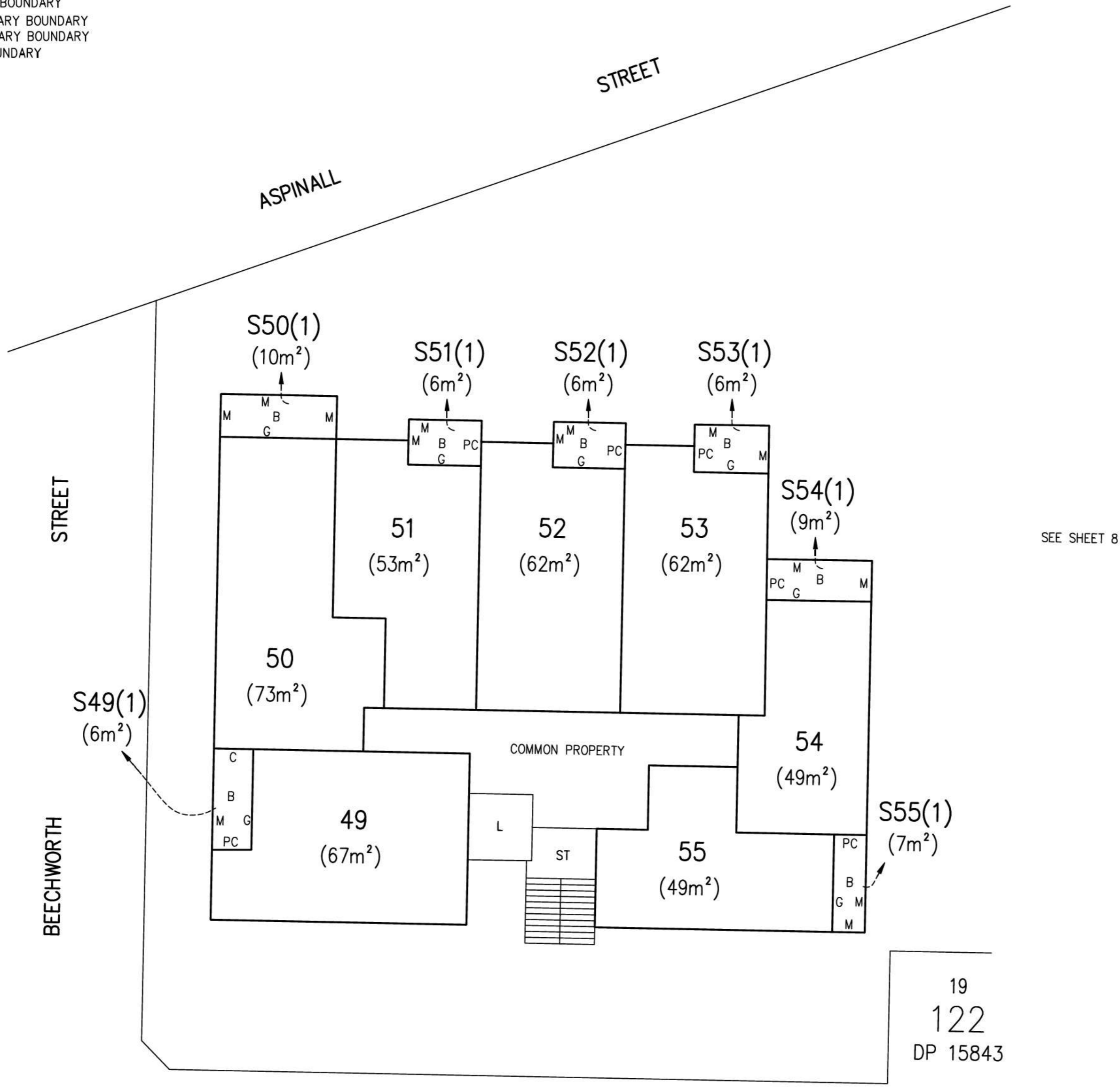
UNITS PLAN No.

16480

ST - DENOTES STAIRS
 L - DENOTES LIFT
 B - DENOTES BALCONY
 M - DENOTES METAL BALASTRADE IS SUBSIDIARY BOUNDARY
 G - DENOTES FACE OF GLASS WINDOW IS SUBSIDIARY BOUNDARY
 C - DENOTES FACE OF CLADDED WALL IS SUBSIDIARY BOUNDARY
 PC - DENOTES PRECAST WALL IS SUBSIDIARY BOUNDARY

MGA2020

LAND TITLES
ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate
Sheet No. 9 of 39
FLOOR PLAN
Block 1
Section 122
Division WATSON
FLOOR NUMBER LEVEL TWO BUILDING TWO

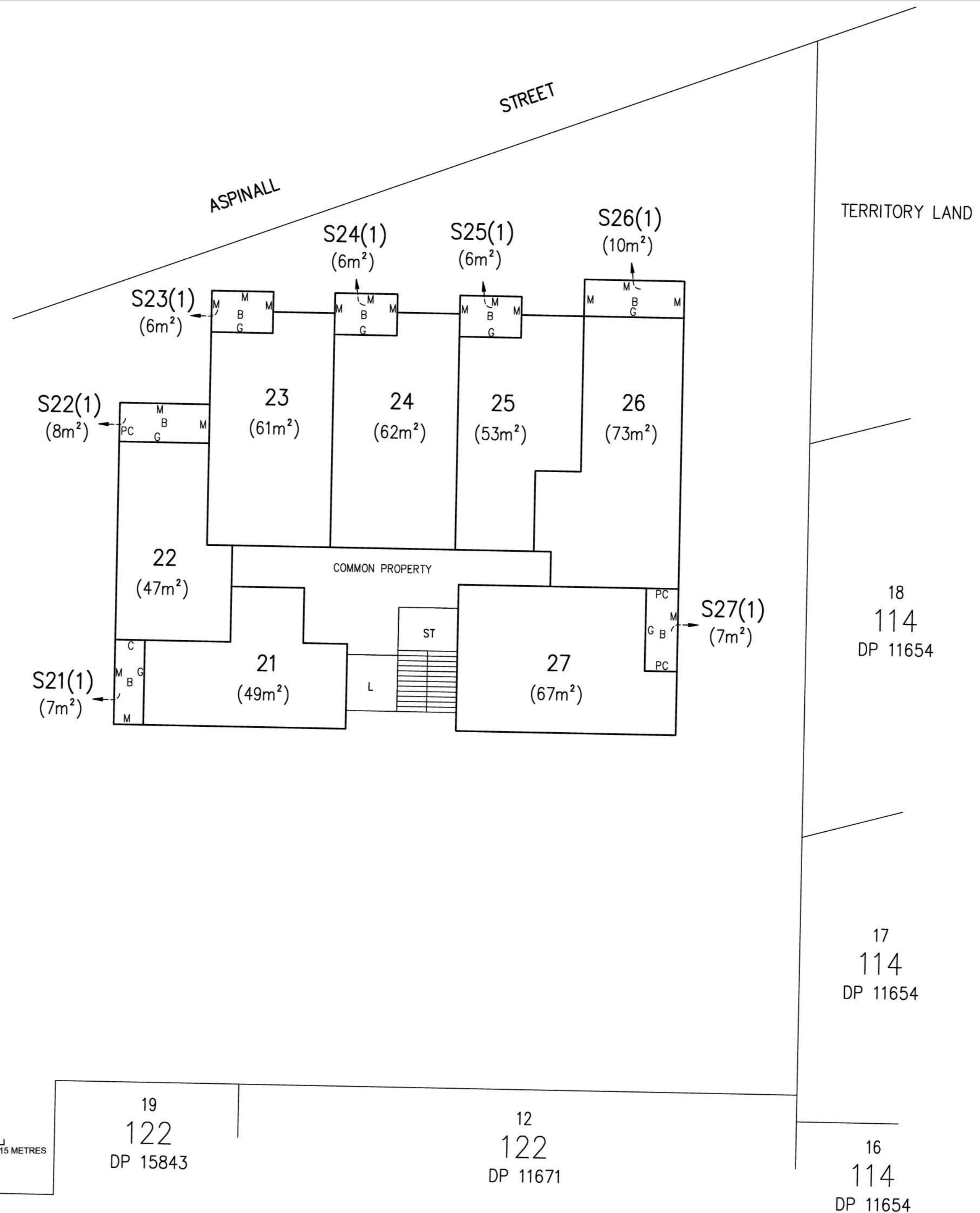


Form 3

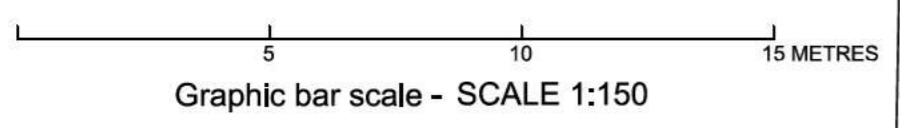
Form 091 - FP

UNITS PLAN No.
16480

ST - DENOTES STAIRS
 L - DENOTES LIFT
 B - DENOTES BALCONY
 M - DENOTES METAL BALASTRADE IS SUBSIDIARY BOUNDARY
 G - DENOTES FACE OF GLASS WINDOW IS SUBSIDIARY BOUNDARY
 C - DENOTES FACE OF CLADDEN WALL IS SUBSIDIARY BOUNDARY
 PC - DENOTES PRECAST WALL IS SUBSIDIARY BOUNDARY



SEE SHEET 11



LAND TITLES	
ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate	
Sheet No	10..of39
FLOOR PLAN	
Block	1
Section	122
Division	WATSON
FLOOR NUMBER	LEVEL THREE BUILDING ONE

MGA2020

Form 3
Form 091 - FP

19
122
DP 15843

12
122
DP 11671

17
114
DP 11654

18
114
DP 11654

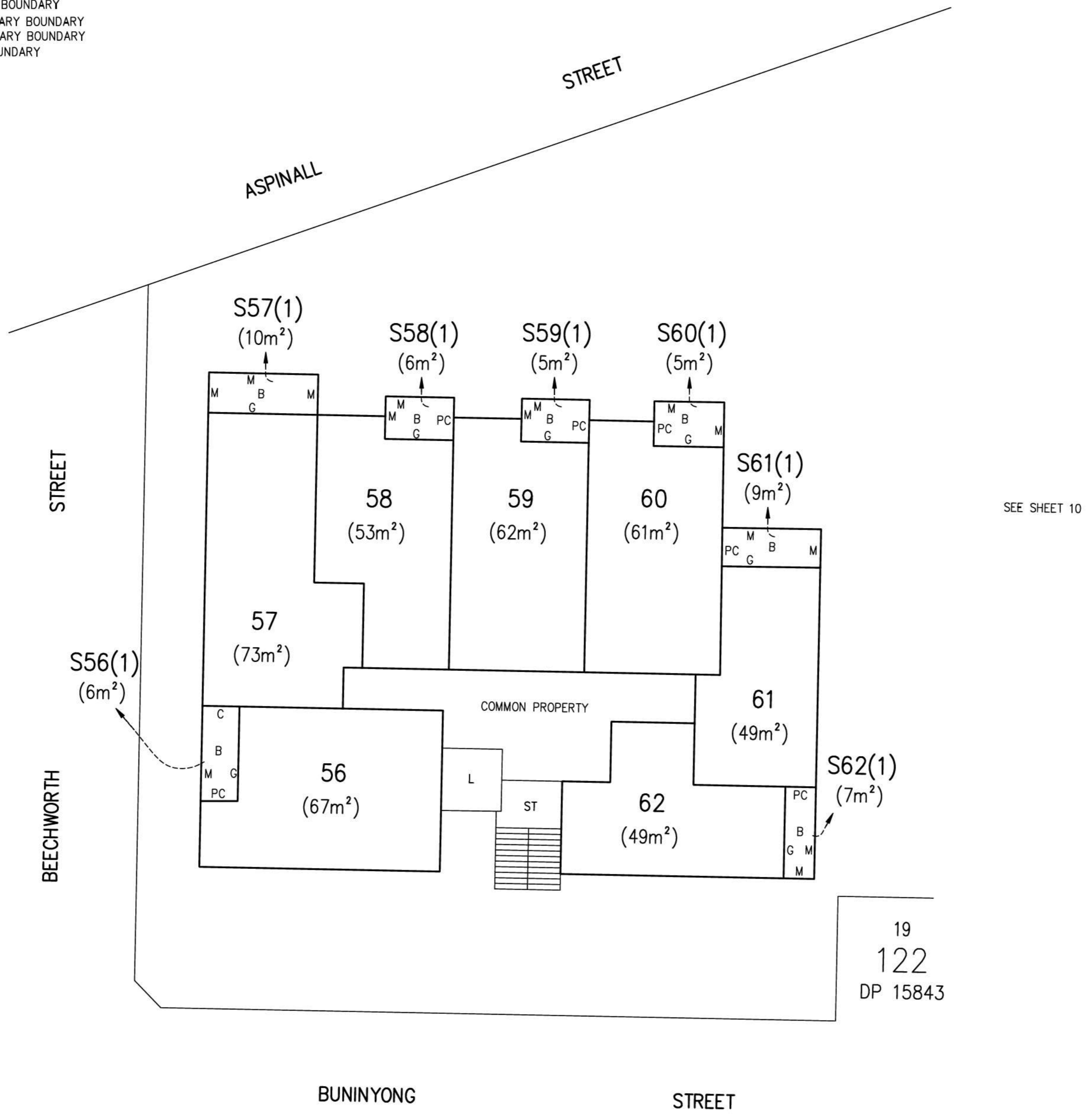
16
114
DP 11654

UNITS PLAN No.
16480

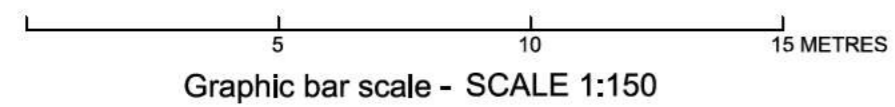
ST - DENOTES STAIRS
 L - DENOTES LIFT
 B - DENOTES BALCONY
 M - DENOTES METAL BALASTRADE IS SUBSIDIARY BOUNDARY
 G - DENOTES FACE OF GLASS WINDOW IS SUBSIDIARY BOUNDARY
 C - DENOTES FACE OF CLADDED WALL IS SUBSIDIARY BOUNDARY
 PC - DENOTES PRECAST WALL IS SUBSIDIARY BOUNDARY

MGA2020

LAND TITLES
ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate
Sheet No. 11 of 39
FLOOR PLAN
Block 1
Section 122
Division WATSON
FLOOR NUMBER LEVEL THREE BUILDING TWO

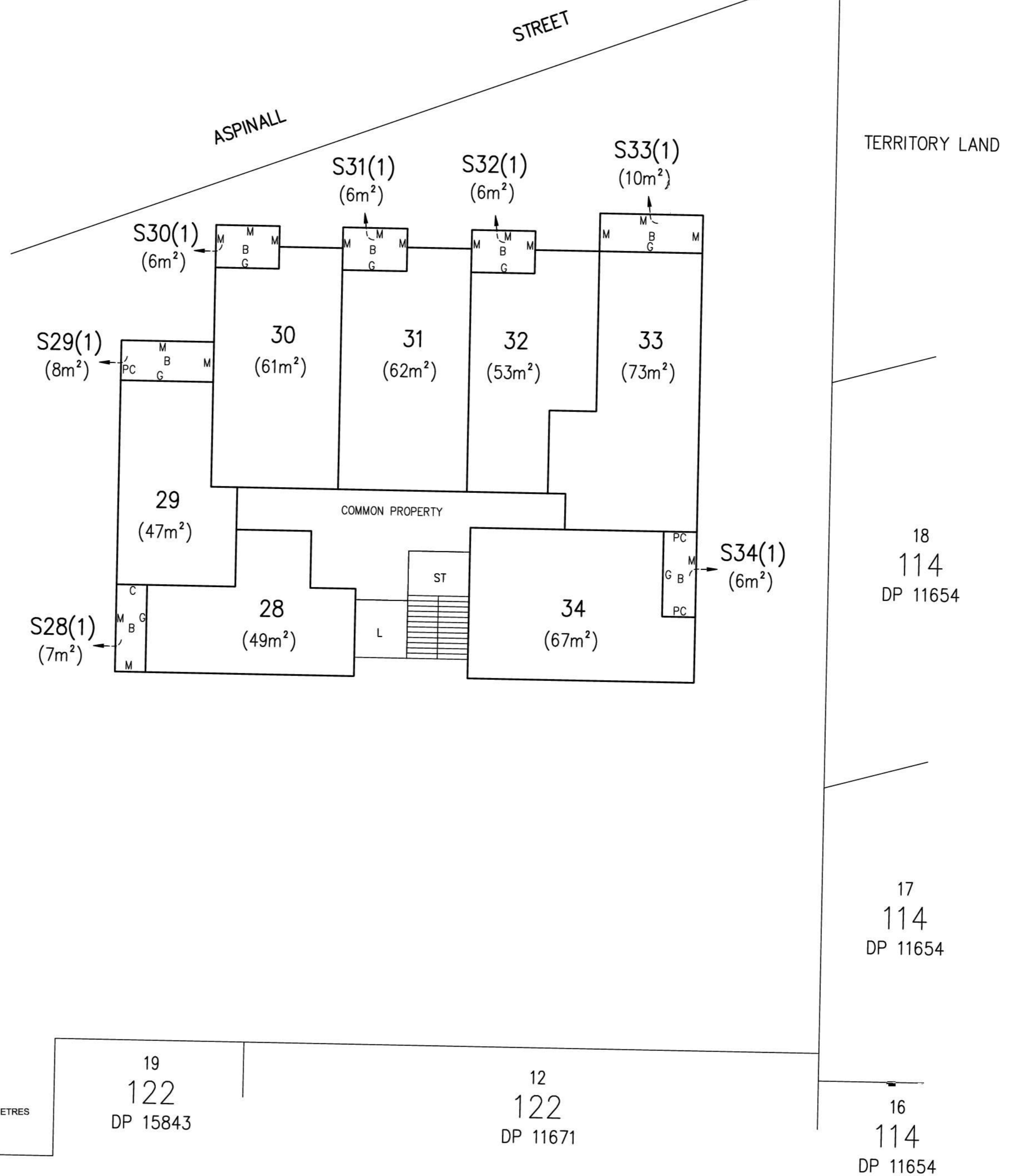


19
122
DP 15843

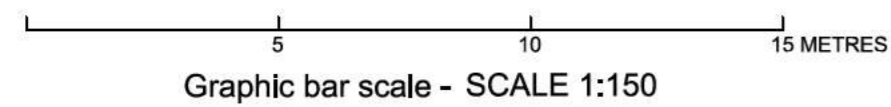


UNITS PLAN No. 16480

ST - DENOTES STAIRS
 L - DENOTES LIFT
 B - DENOTES BALCONY
 M - DENOTES METAL BALASTRADE IS SUBSIDIARY BOUNDARY
 G - DENOTES FACE OF GLASS WINDOW IS SUBSIDIARY BOUNDARY
 C - DENOTES FACE OF CLADDED WALL IS SUBSIDIARY BOUNDARY
 PC - DENOTES PRECAST WALL IS SUBSIDIARY BOUNDARY



SEE SHEET 13



Form 3

Form 091 - FP

LAND TITLES
ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate
Sheet No12.....of ...39.....
FLOOR PLAN
Block 1
Section 122
Division WATSON
FLOOR NUMBER LEVEL FOUR BUILDING ONE

18
114
DP 11654

17
114
DP 11654

19
122
DP 15843

12
122
DP 11671

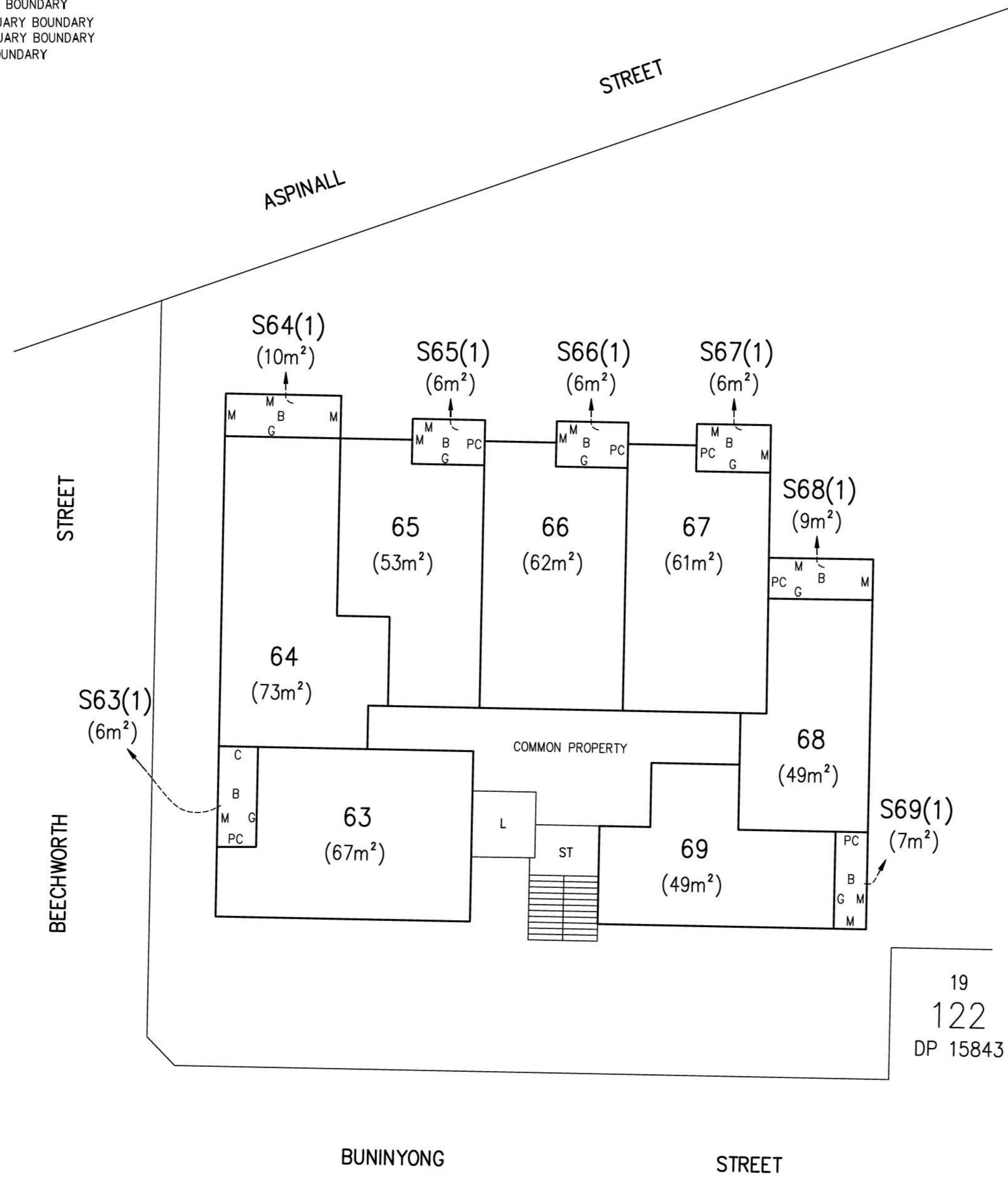
16
114
DP 11654

UNITS PLAN No.
16480

ST - DENOTES STAIRS
 L - DENOTES LIFT
 B - DENOTES BALCONY
 M - DENOTES METAL BALASTRADE IS SUBSIDIARY BOUNDARY
 G - DENOTES FACE OF GLASS WINDOW IS SUBSIDIARY BOUNDARY
 C - DENOTES FACE OF CLADDED WALL IS SUBSIDIARY BOUNDARY
 PC - DENOTES PRECAST WALL IS SUBSIDIARY BOUNDARY

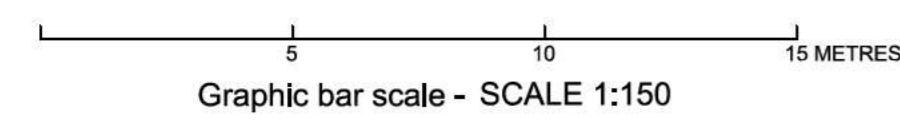
MGA2020

LAND TITLES	
ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate	
Sheet No.	13 of 39
FLOOR PLAN	
Block	1
Section	122
Division	WATSON
FLOOR NUMBER	LEVEL FOUR BUILDING TWO



SEE SHEET 12

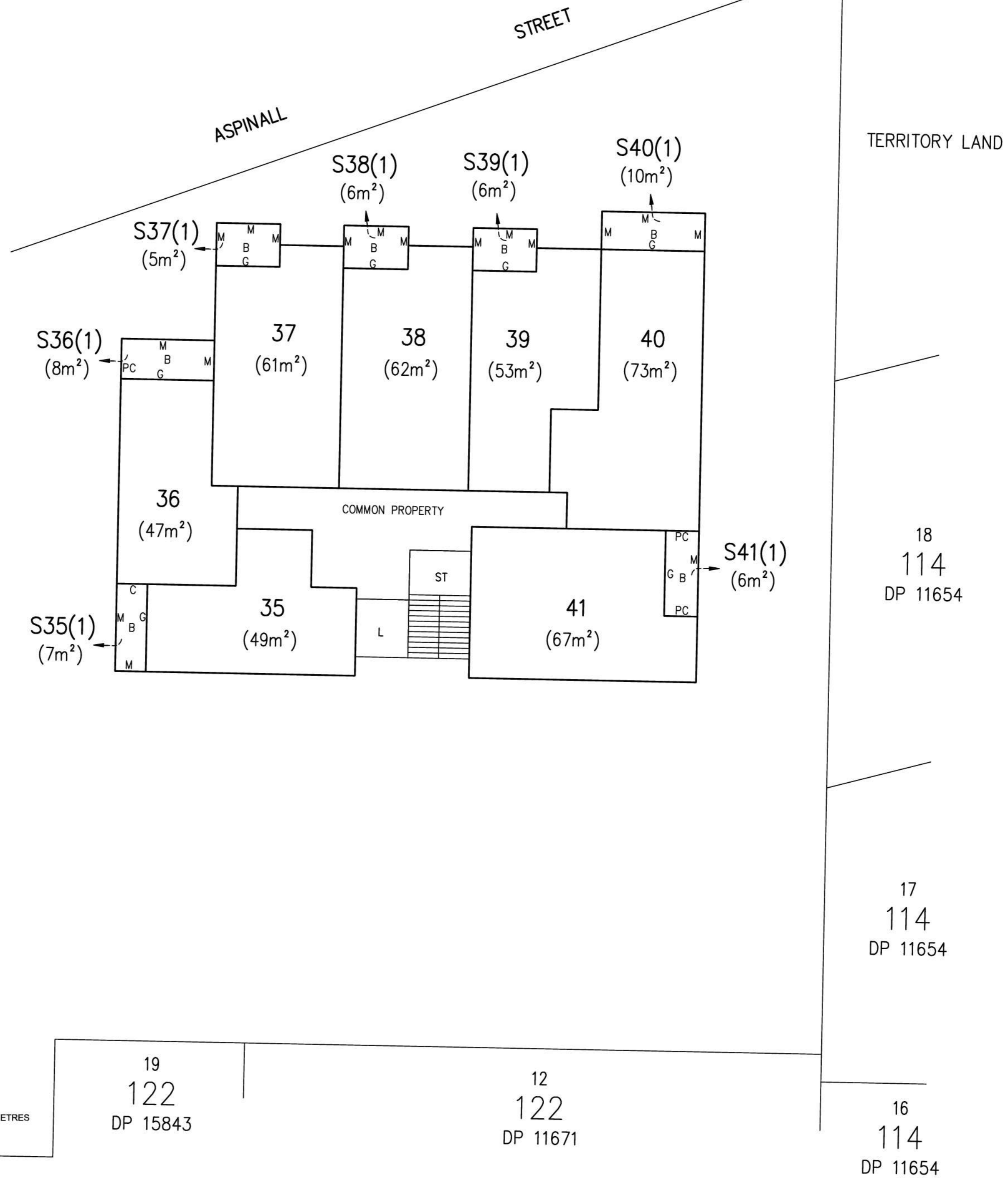
19
122
DP 15843



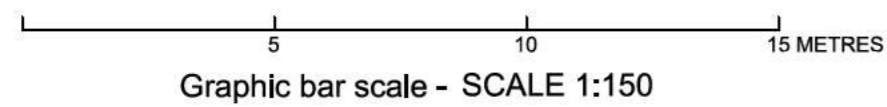
Form 3
Form 091 - FP

UNITS PLAN No.
16480

ST - DENOTES STAIRS
 L - DENOTES LIFT
 B - DENOTES BALCONY
 M - DENOTES METAL BALASTRADE IS SUBSIDIARY BOUNDARY
 G - DENOTES FACE OF GLASS WINDOW IS SUBSIDIARY BOUNDARY
 C - DENOTES FACE OF CLADDED WALL IS SUBSIDIARY BOUNDARY
 PC - DENOTES PRECAST WALL IS SUBSIDIARY BOUNDARY



SEE SHEET 15



Form 3

Form 091 - FP

MGA2020

LAND TITLES
ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate
Sheet No. 14 of 39
FLOOR PLAN
Block 1
Section 122
Division WATSON
FLOOR NUMBER LEVEL FIVE BUILDING ONE

18
114
DP 11654

17
114
DP 11654

19
122
DP 15843

12
122
DP 11671

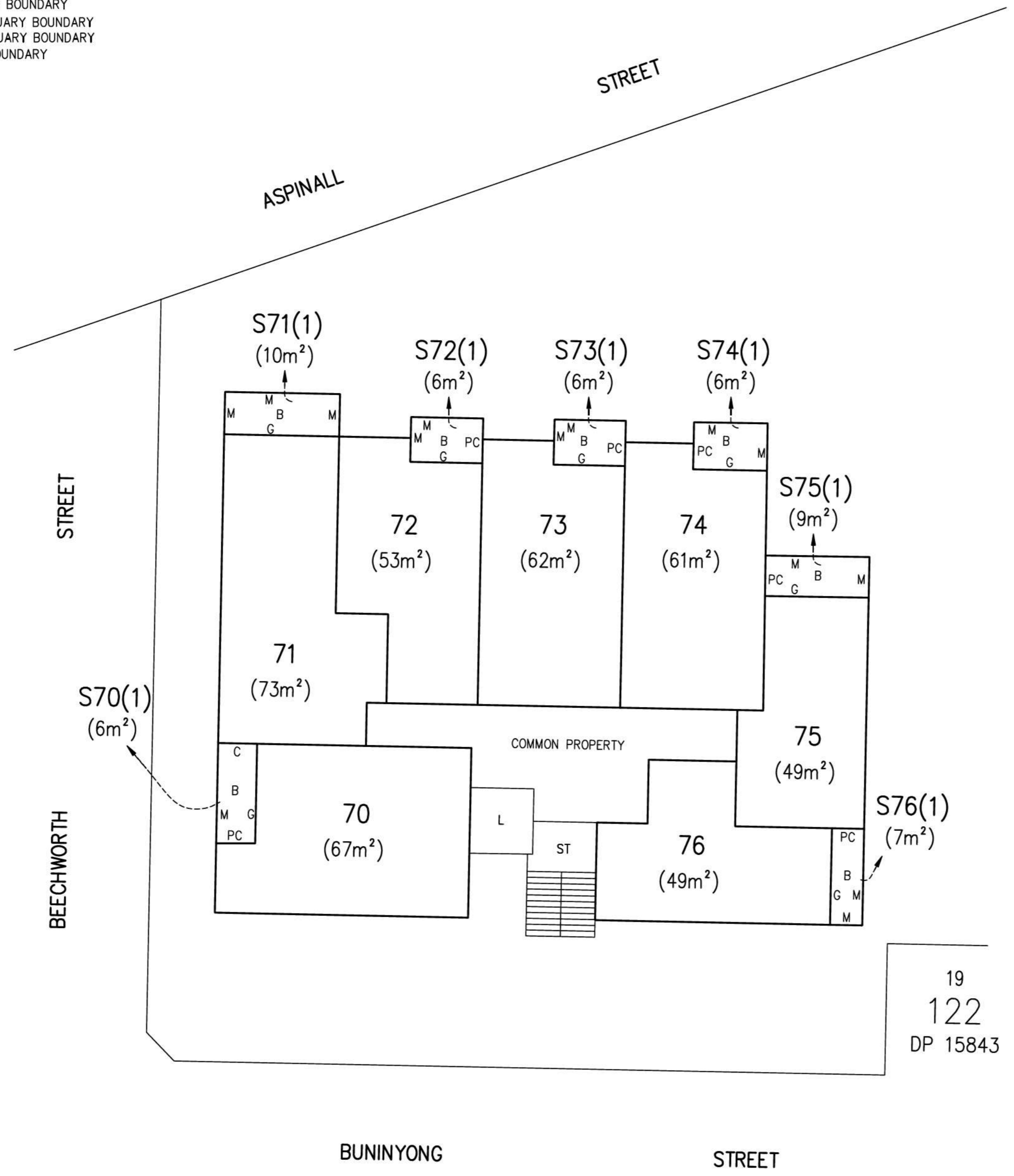
16
114
DP 11654

UNITS PLAN No.
16480

ST - DENOTES STAIRS
 L - DENOTES LIFT
 B - DENOTES BALCONY
 M - DENOTES METAL BALASTRADE IS SUBSIDIARY BOUNDARY
 G - DENOTES FACE OF GLASS WINDOW IS SUBSIDIARY BOUNDARY
 C - DENOTES FACE OF CLADDED WALL IS SUBSIDIARY BOUNDARY
 PC - DENOTES PRECAST WALL IS SUBSIDIARY BOUNDARY

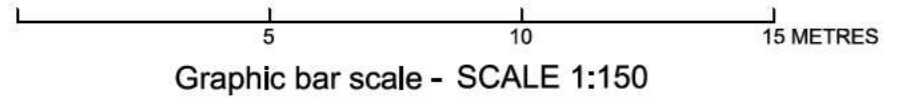
MGA2020

LAND TITLES	
ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate	
Sheet No: 15	of 39
FLOOR PLAN	
Block	1
Section	122
Division	WATSON
FLOOR NUMBER	LEVEL FIVE BUILDING TWO



SEE SHEET 14

19
122
DP 15843



Form 3
Form 091 - FP

UNITS PLAN No.
16480

LEGEND and SPECIFICATION SHEET

UNIT AREAS HAVE BEEN DETERMINED WITH REFERENCE TO THE INTERNAL FACE OF WALLS, UNLESS OTHERWISE NOTED

THE POSITION OF THE WALL CENTRELINES HAVE BEEN ESTIMATED (DEDUCED) TO DETERMINE UNIT AREA

ALL AREAS ARE APPROXIMATE & MAY CONTAIN COLUMNS & SERVICE DUCTS, WHICH ARE COMMON PROPERTY

AREAS ARE SHOWN FOR THE PURPOSES OF THE UNITS PLAN ONLY & MUST NOT BE USED FOR ANY OTHER PURPOSE

FLOOR PLAN

Block

1

Section

122

Division

WATSON

FLOOR NUMBER

LEGEND AND SPECIFICATION

Unit Identifier				Subsidiaries				Subsidiaries Total	
Unit No.	Sheet No.	Floor Level	Door No.	Street	Balcony/Courtyard		Carspace/Storage Cage		
					Sub No.	Sheet No.	Sub No.		Sheet No.
1	4	Ground	1	1 Buninyong Street	1		4	2,3	3
2	4	Ground	2	1 Buninyong Street	1		4	2,3	3
3	4	Ground	3	1 Buninyong Street	1		4	2,3	2
4	4	Ground	4	1 Buninyong Street	1		4	2,3	3
5	4	Ground	5	1 Buninyong Street	1		4	2,3,4	2
6	4	Ground	6	1 Buninyong Street	1		4	2,3,4	3
7	6	First	7	1 Buninyong Street	1		6	2,3	3
8	6	First	8	1 Buninyong Street	1		6	2,3	3
9	6	First	9	1 Buninyong Street	1		6	2,3	3
10	6	First	10	1 Buninyong Street	1		6	2,3	2
11	6	First	11	1 Buninyong Street	1		6	2,3	3
12	6	First	12	1 Buninyong Street	1		6	2,3,4	2
13	6	First	13	1 Buninyong Street	1		6	2,3,4	3
14	8	Second	14	1 Buninyong Street	1		8	2,3	3
15	8	Second	15	1 Buninyong Street	1		8	2,3	3
16	8	Second	16	1 Buninyong Street	1		8	2,3	3
17	8	Second	17	1 Buninyong Street	1		8	2,3	2
18	8	Second	18	1 Buninyong Street	1		8	2,3	3
19	8	Second	19	1 Buninyong Street	1		8	2,3,4	2
20	8	Second	20	1 Buninyong Street	1		8	2,3	2
21	10	Third	21	1 Buninyong Street	1		10	2,3	2
22	10	Third	22	1 Buninyong Street	1		10	2,3	3
23	10	Third	23	1 Buninyong Street	1		10	2,3	3
24	10	Third	24	1 Buninyong Street	1		10	2,3	2
25	10	Third	25	1 Buninyong Street	1		10	2,3	2
26	10	Third	26	1 Buninyong Street	1		10	2,3,4	2
27	10	Third	27	1 Buninyong Street	1		10	2,3,4	2
28	12	Fourth	28	1 Buninyong Street	1		12	2,3	2
29	12	Fourth	29	1 Buninyong Street	1		12	2,3	2
30	12	Fourth	30	1 Buninyong Street	1		12	2,3	2
31	12	Fourth	31	1 Buninyong Street	1		12	2,3	2
32	12	Fourth	32	1 Buninyong Street	1		12	2,3	2
33	12	Fourth	33	1 Buninyong Street	1		12	2,3,4	2
34	12	Fourth	34	1 Buninyong Street	1		12	2,3,4	2
35	14	Fifth	35	1 Buninyong Street	1		14	2,3	2
36	14	Fifth	36	1 Buninyong Street	1		14	2,3	2
37	14	Fifth	37	1 Buninyong Street	1		14	2,3	2
38	14	Fifth	38	1 Buninyong Street	1		14	2,3	2

39	14	Fifth	39	1 Buninyong Street	1		14	2,3	2	3
40	14	Fifth	40	1 Buninyong Street	1		14	2,3,4	2	4
41	14	Fifth	41	1 Buninyong Street	1		14	2,3,4	2	4
42	7	First	42	3 Buninyong Street	1		7	2,3	3	3
43	7	First	43	3 Buninyong Street	1		7	2,3,4	2	4
44	7	First	44	3 Buninyong Street	1		7	2,3	3	3
45	7	First	45	3 Buninyong Street	1		7	2,3	2	3
46	7	First	46	3 Buninyong Street	1		7	2,3	3	3
47	7	First	47	3 Buninyong Street	1		7	2,3	3	3
48	7	First	48	3 Buninyong Street	1		7	2,3	3	3
49	9	Second	49	3 Buninyong Street	1		9	2,3	3	3
50	9	Second	50	3 Buninyong Street	1		9	2,3,4	2	4
51	9	Second	51	3 Buninyong Street	1		9	2,3	3	3
52	9	Second	52	3 Buninyong Street	1		9	2,3	2	3
53	9	Second	53	3 Buninyong Street	1		9	2,3	2	3
54	9	Second	54	3 Buninyong Street	1		9	2,3	3	3
55	9	Second	55	3 Buninyong Street	1		9	2,3	3	3
56	11	Third	56	3 Buninyong Street	1		11	2,3,4	2	4
57	11	Third	57	3 Buninyong Street	1		11	2,3,4	2	4
58	11	Third	58	3 Buninyong Street	1		11	2,3	3	3
59	11	Third	59	3 Buninyong Street	1		11	2,3	3	3
60	11	Third	60	3 Buninyong Street	1		11	2,3	2	3
61	11	Third	61	3 Buninyong Street	1		11	2,3	2	3
62	11	Third	62	3 Buninyong Street	1		11	2,3	2	3
63	13	Fourth	63	3 Buninyong Street	1		13	2,3,4	2	4
64	13	Fourth	64	3 Buninyong Street	1		13	2,3,4	3	4
65	13	Fourth	65	3 Buninyong Street	1		13	2,3	3	3
66	13	Fourth	66	3 Buninyong Street	1		13	2,3	2	3
67	13	Fourth	67	3 Buninyong Street	1		13	2,3	3	3
68	13	Fourth	68	3 Buninyong Street	1		13	2,3	3	3
69	13	Fourth	69	3 Buninyong Street	1		13	2,3	2	3
70	15	Fifth	70	3 Buninyong Street	1		15	2,3,4	3	4
71	15	Fifth	71	3 Buninyong Street	1		15	2,3,4	3	4
72	15	Fifth	72	3 Buninyong Street	1		15	2,3	3	3
73	15	Fifth	73	3 Buninyong Street	1		15	2,3	3	3
74	15	Fifth	74	3 Buninyong Street	1		15	2,3	3	3
75	15	Fifth	75	3 Buninyong Street	1		15	2,3	2	3
76	15	Fifth	76	3 Buninyong Street	1		15	2,3	2	3
77	5	Ground	77	3 Buninyong Street	1		5	2 TO 14	3	14

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Access Canberra

**SUE**

Form 078

SCHEDULE OF UNIT ENTITLEMENTS**1. LAND**

District/Division	Section	Block	Unit Plan No
Watson	122	1	16480

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	108	3	3022	950
2	119	3	3022	951
3	121	3	3022	952
4	116	3	3022	953
5	165	4	3022	954
6	154	4	3022	955
7	105	3	3022	956
8	105	3	3022	957
9	114	3	3022	958
10	114	3	3022	959
11	109	3	3022	960
12	158	4	3022	961
13	148	4	3022	962
14	106	3	3022	963
15	106	3	3022	964
16	115	3	3022	965
17	115	3	3022	966
18	110	3	3022	967
19	159	4	3022	968
20	144	3	3022	969
21	106	3	3022	970
22	106	3	3022	971
23	116	3	3022	972
24	116	3	3022	973
25	111	3	3022	974

Aggregate

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

Volume**Folio**

3022

949

VALUER'S CERTIFICATION¹⁵⁰

I James Brennan of Opteon (ACT)
 Being a certified practising member of the Australian property
 Institute, certify the value of unit entitlements for the parcel in
 accordance with S2E(1)(b) of the *Unit Title Regulation 2001*.

Signature

Date 25th October 2024

Leanne Taunton
 Deputy Registrar-General



.....
 Deputy Registrar-General



SUE

Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
Watson	122	1	16480

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	160	4	3022	975
27	150	4	3022	976
28	107	3	3022	977
29	107	3	3022	978
30	116	3	3022	979
31	116	3	3022	980
32	111	3	3022	981
33	162	4	3022	982
34	152	4	3022	983
35	108	3	3022	984
36	108	3	3022	985
37	117	3	3022	986
38	117	3	3022	987
39	112	3	3022	988
40	163	4	3022	989
41	153	4	3022	990
42	142	3	3022	991
43	155	4	3022	992
44	112	3	3022	993
45	114	3	3022	994
46	114	3	3022	995
47	105	3	3022	996
48	103	3	3022	997
49	143	3	3022	998
50	157	4	3022	999

Aggregate

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

Volume	Folio
3022	949

VALUER'S CERTIFICATION

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Signature

Date 25th October 2024

Leanne Taunton
 Deputy Registrar-General

.....
 Deputy Registrar-General

**SUE**

Form 078

SCHEDULE OF UNIT ENTITLEMENTS**1. LAND**

District/Division	Section	Block	Unit Plan No
Watson	122	1	16480

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
51	113	3	3023	1
52	115	3	3023	2
53	115	3	3023	3
54	106	3	3023	4
55	103	3	3023	5
56	149	4	3023	6
57	158	4	3023	7
58	113	3	3023	8
59	116	3	3023	9
60	116	3	3023	10
61	106	3	3023	11
62	104	3	3023	12
63	150	4	3023	13
64	159	4	3023	14
65	114	3	3023	15
66	116	3	3023	16
67	116	3	3023	17
68	107	3	3023	18
69	104	3	3023	19
70	152	4	3023	20
71	160	4	3023	21
72	114	3	3023	22
73	117	3	3023	23
74	117	3	3023	24
75	108	3	3023	25

Aggregate

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

Volume**Folio**

3022

949

VALUER'S CERTIFICATION

I James Brennan of Opteon (ACT) Being a certified practising member of the Australian property Institute, certify the value of unit entitlements for the parcel in accordance with S2E(1)(b) of the *Unit Title Regulation 2001*.

Signature

Date 25th October 2024

Leanne Taunton
Deputy Registrar-General



.....
Deputy Registrar-General



SUE

Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
Watson	122	1	16480

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
76	105	3	3023	26
77	597	14	3023	27
Aggregate	10000	261	The Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Title for the common property is:	

VALUER'S CERTIFICATION

of
I James Brennan of Opteon (ACT)
Being a certified practising member of the Australian property Institute, certify the value of unit entitlements for the parcel in accordance with S2E(1)(b) of the *Unit Title Regulation 2001*.

Signature

Date 25th October 2024

Volume	Folio
3022	949

Leanne Taunton
Deputy Registrar-General



Deputy Registrar-General

Form 4

Land Titles (Units Titles) Act 1970

UNITS PLAN NO 16480

Block 1 Section 122 Division of WATSON

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

- | | | |
|------|----|--|
| TERM | 1. | The term of the lease of each of the units expires on the fourteenth day of March Two thousand one hundred and twenty two. |
| RENT | 2. | The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded. |
| | 3. | Each Lessee of each of the Units Nos 1 - 77 inclusive covenants with the Territory Planning Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of each Lessee's relevant unit as follows: <ul style="list-style-type: none">(a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;(b) to pay to the Authority or any statutory authority his proportion that is equal to the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the <u>Planning Act 2023</u> and the <u>Unit Titles Act 2001</u>; |

- | | |
|-------------------------------------|--|
| PURPOSE | <p>(c) To use Units 1 - 77 for one or more of the following purposes:</p> <ul style="list-style-type: none"> (i) commercial accommodation use LIMITED TO serviced apartments; (ii) craft workshop; (iii) community use LIMITED TO child care centre, community activity centre, cultural facility, educational establishment, health facility, place of worship and religious associated use; (iv) indoor entertainment facility; (v) indoor recreation facility; (vi) public agency; (vii) residential use; (viii) restaurant; and (ix) shop |
| UNIT
SUBSIDIARY | <p>(d) Not to use any unit subsidiary to that unit as a habitation;</p> |
| RIGHTS FOR
ACCESS TO
BLOCK 4 | <p>(e) That the Lessee, their employees, contractors, sublessees or occupiers, and visitors and invitees of the parcel of land have the right to pass and repass, across, over and along that part of the parcel of land on Block 4 Section 122 Division of Watson, shown on the lease plan attached and described as 'A1' 'proposed pedestrian access easement 9 wide' without vehicles and 'A5' 'proposed access easement variable width' with or without vehicles for all purposes connected with the use and enjoyment of the said parcel of land;</p> |
| RIGHTS FOR
ACCESS TO
BLOCK 8 | <p>(f) That the Lessee, their employees, contractors, sublessees or occupiers, and visitors and invitees of the parcel of land have the right to pass and repass, across, over and along the premises known as Block 8 Section 122 Division of Watson, with or without vehicles, on that part of the parcel of land shown by forward hatching and described as "Narrogin Lane" on the Lease Plan attached;</p> |
| PEDESTRIAN
ACCESS TO
BLOCK 17 | <p>(g) That the Lessee, their employees, contractors, sublessees or occupiers, and visitors and invitees of the parcel of land have the right to pass and repass, across, over and along that part of the parcel of land on Block 17 Section 122 Division of Watson, shown on the deposited plan described as 'A1' 'proposed pedestrian access easement 3.6 wide' without vehicles for all purposes connected with the use and enjoyment of the said parcel of land;</p> |

- RIGHTS FOR ACCESS TO BLOCK 18 (h) That the Lessee, their employees, contractors, sublessees or occupiers, and visitors and invitees of the parcel of land have the right to pass and repass, across, over and along the premises known as Block 18 Section 122 Division of Watson, with or without vehicles of any description on that part of the parcel of land described as 'A' 'proposed access easement variable width' for all purposes connected with the use and enjoyment of the said parcel of land;
- RIGHTS FOR ACCESS TO BLOCK 19 (i) That the Lessee, their employees, contractors, sublessees or occupiers, and visitors and invitees of the parcel of land have the right to pass and repass, across, over and along the premises known as Block 19 Section 122 Division of Watson, with or without vehicles of any description for all purposes connected with the use and enjoyment of the said parcel of land;
- FACILITIES AND ACCESS FOR PERSONS WITH A DISABILITY (j) That the Lessee shall provide and maintain facilities and access on the parcel of land for persons with a disability in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
- SERVICE AREAS (k) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the unit is suitably screened from public view;
- BUILDING SUBJECT TO APPROVAL (l) That the Lessee shall not without the previous approval in writing of the Authority, except where exempt by law, erect any building on the parcel or make any structural alterations to the unit;
- REPAIR (m) That the Lessee shall at all times during the said term maintain repair and keep in repair the unit and any unit subsidiary to the satisfaction of the Authority excluding any defined parts under the provisions of the Unit Titles Act 2001;
- FAILURE TO REPAIR (n) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the unit and any unit subsidiary the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to affect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement

and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;

RIGHT OF INSPECTION

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

RATES AND CHARGES

(p) To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the unit as and when they are due for payment;

PRESERVATION OF TREES

(q) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:

(i) that has been identified in a development approval for retention during the period allowed for construction of the building;

(ii) to which the Urban Forest Act 2023, applies;

MINERALS AND WATER

(r) All minerals on or in the unit and the right to the use, flow and control of ground water under the surface of the unit are reserved to the Territory.

4. The Commonwealth covenants with each of the Lessees of all the units as follows:

QUIET ENJOYMENT

That the Lessee paying the rent and all other money due and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the unit without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority.

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 said unit is at any time not used for a period of one year for the purpose for which this lease is granted; or
- (iii) the Lessee shall fail to observe or perform any other of the covenants contained in this lease on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on 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 Clause 5(a)(i), (ii) or (iii) shall not prevent or impede the exercise by the Authority of the powers conferred upon it by Clause 5(a);

FURTHER LEASE (c) That any extension of terms for all the leases shall be in accordance with the provisions of the Planning Act 2023;

NOTICES (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the Unit or at the registered office or last known address of the Lessee or affixed in a conspicuous position on the Unit;

EXERCISE OF POWERS (e) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:

- (i) the Authority;

- (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
- (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning Act 2023.

6. In this schedule unless the contrary intention appears:

- (a) “Authority” means the Territory Planning Authority established by section 16 of the Planning Act 2023;
- (b) “building” means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (c) “bulk goods retailing” means a shop which includes a loading dock within the building, and where the goods or materials sold or displayed are of such a size, shape or weight as to require:
 - a) a large area for handling, storage or display; and/or
 - b) direct vehicular access to the site by members of the public, for the purpose of loading goods or materials into their vehicles after purchase, but does not include any shop used primarily for the sale of food or clothing;
- (d) “caretaker’s residence” means any dwelling used for the residence of a caretaker, in connection with another land use, including industry and commercial activity;
- (e) “child care centre” means the use of the parcel of land for the purpose of educating, supervising or caring for children of any age throughout a specified period of time in any one day, which is registered under the Children and Young People Act 2008 or authorised pursuant to the Education and Care Services National Law (ACT) Act 2011 and which does not include residential care;
- (f) “commercial accommodation unit” means a room or suite of rooms that is made available on a commercial basis for short-term accommodation. A commercial accommodation unit may comprise a dwelling but not a room or suite of rooms within a dwelling. It does not include any associated facility such as a restaurant, bar or functions room, which may be used by the occupants

of the premises but, which is also available for use by non occupant members of the public;

- (g) “commercial accommodation use” means commercial accommodation unit, guest house, hotel, motel, serviced apartment, tourist resort. It does not include a caravan park/camping ground or a group or organised camp.
- (h) “community use” means child care centre, community activity centre, community theatre, cultural facility, educational establishment, health facility, hospital, place of worship, religious associated use;
- (i) “community activity centre” means the use of the parcel of land by a public authority or a body of persons associated for the purpose of providing for the social well being of the community;
- (j) “craft workshop” means the use of the parcel of land for the manufacture, primarily by manual methods, of craft articles such as leatherwork, pottery, woodwork, hand woven goods and the like;
- (k) “cultural facility” means the use of the parcel of land for the purpose of cultural activities to which the public normally has access, but does not include a shop for art, craft or sculpture dealer;
- (l) “department store” means a shop in which goods are sold by separate departments within the shop and from which a significant amount or proportion of retail sales occur from at least four of the following types of goods: furniture and floor coverings; fabrics and household textiles; clothing; footwear; household appliances; china, glassware and domestic hardware;
- (m) “dual occupancy housing” means the use of the parcel of land that was originally used or leased for the purposes of single dwelling housing for two dwellings;
- (n) “dwelling” has the same meaning as in the Planning (General) Regulation 2023;
- (o) “educational establishment” means the use of the parcel of land for the purpose of tuition, training or research directed towards the discovery or application of knowledge, whether or not for the purposes of gain, any may include associated residential accommodation;

- (p) “health facility” means the use of the parcel of land for providing health care services (including diagnosis, preventative care or counselling) or medical or surgical treatment to outpatients only;
- (q) “indoor entertaining facility” means the use of the parcel of land for entertainment where such use is primarily indoors;
- (r) “indoor recreation facility” means the use of the parcel of land for sporting activities where such use is primarily indoors;
- (s) “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;
- (t) “multi-unit housing” means the use of the parcel of land for more than one dwelling and includes but is not limited to dual occupancy housing;
- (u) “personal service” means a shop used primarily for selling services and in which the sale of goods is ancillary to the service provided;
- (v) “place of worship” means the use of the parcel of land for the primary purposes of religious worship and associated activities by a congregation, religious group or members of the public whether or not the premises are also used for religious instruction, tuition, meetings, training and other community activities;
- (w) “premises” means the parcel of land and any building or other improvements on the parcel of land;

- (x) “public agency” means the use of the parcel of land for the purpose of providing a public service directly and regularly to the public and includes a government agency, which provides a commercial service to the public;
- (y) “religious associated use” means the use of the parcel of land for the activities conducted by religious organisations other than for worship or for offices and may include residential accommodation by ministers of religious;
- (z) “residential care accommodation” means the use of the parcel of land by an agency or organisation that exists for the purposes of providing accommodation and services such as the provision of meals, domestic services and personal care for persons requiring support. Although services must be delivered on site, management and preparation may be carried out on site or elsewhere;
- (aa) “residential use” means caretaker’s residence, multi-unit housing, residential care accommodation, retirement village, secondary residence, single dwelling housing, supportive housing;
- (bb) “restaurant” means the use of the parcel of land for the primary purpose of providing food for consumption on the premises whether or not the premises are licensed premises under the Liquor Act 2010 and whether or not entertainment is provided;
- (cc) “retail plant nursery” means a shop used for the propagation and sale of plants, shrubs, trees and garden supplies;
- (dd) “retirement village” means premises where older members of the community or retired people live, or will live, in independent living units or serviced units, under a retirement village scheme;
- (ee) “retirement village scheme”, for a retirement village, means a scheme under which a person may –
 - a) enter into a residence contract with the scheme operator for the retirement village; and
 - b) on payment of an ingoing contribution, acquire personally or for someone else a right to live in the retirement village, however the right accrues; and

- c) on payment of the relevant charge, acquires personally or for someone else a right to receive one (1) or more services in relation to the retirement village;
- (ff) “secondary residence” means a second dwelling on a block;
- (gg) “serviced apartment” means an apartment that is used as a commercial accommodation unit;
- (hh) “shop” means the use of the parcel of land for the purpose of selling, exposing or offering the sale by retail or hire, goods and personal services. It includes bulky goods retailing, department store, personal service, retail plant nursery, supermarket, takeaway food shop;
- (ii) “single dwelling housing” means the use of the parcel of land for residential purposes for a single dwelling only;
- (jj) “supermarket” means a large shop selling food and other household items where the selection of goods is organised on a self-service basis;
- (kk) “supportive housing” means the use of the parcel of land for residential accommodation for persons in need of support, which is managed by a Territory approved organisation that provides a range of support services such as counselling, domestic assistance and personal care for residents as required. Although such services must be able to be delivered on site, management and preparation may be carried out on site or elsewhere. Housing may be provided in the form of self-contained dwellings. The term does not include a retirement village or student accommodation.
- (ll) “takeaway food shop” means a shop, which is predominantly for the preparation of food and refreshments for consumption elsewhere;
- (mm) “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);

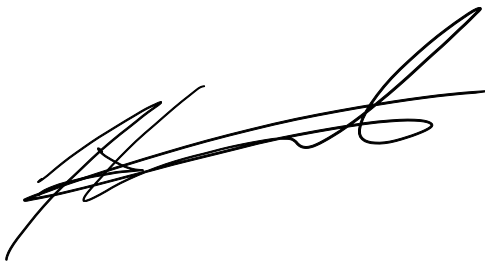
- (nn) “unit” means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (oo) “unit subsidiaries” has the same meaning as in the Unit Titles Act 2001;
- (pp) words in the singular include the plural and vice versa;
- (qq) words importing one gender include the other genders;
- (rr) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

Dated this..... Ninth day of December 2024.

Karen Walker

Karen Walker
a delegate of the Territory Planning
Authority in exercising its functions

LESSEE: HTI WATSON PTY LIMITED ACN 611 569 138



Jonathan Tanchevski
Director



Adam Laird Howarth
Director

Form 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO 16480

Block 1 Section 122 Division of WATSON

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

1. The term of the lease expires on the fourteenth day of March Two thousand one hundred and twenty two.
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. 16480 ("the Owners Corporation") covenants with Territory Planning Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") as follows:
 - (a) To pay to the Authority at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;
 - (b) To use the common property for the purpose of carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other purpose approved by the Owners Corporation PROVIDED THAT these uses are consistent with the permitted purposes of the units;
 - (c) Not to erect any building or make any structural alterations in any building or part of a building or other improvement on the common property without the previous approval in writing of the Authority, except where exempt by law;
 - (d) At all times during the term of the lease maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings carparking landscaping and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the land forming the common property;
 - (e) except where necessary for compliance with Clause 3(d) of this lease not to install any services or make any alterations in any of the services or any part of the services situated in or on the land forming the common property without the previous approval in writing of the Authority;

- (f) If and whenever the Owners Corporation is in breach of the Owners Corporation's obligations to maintain repair and keep in repair the common property the Authority may by notice in writing to the Owners Corporation specifying the repairs and maintenance needed require the Owners Corporation to affect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Owners Corporation require the Owners Corporation to remove the building or improvement and may require the Owners Corporation to construct a new building or improvement in place of that removed within the time specified in the notice. If the Owners Corporation does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;
- (g) That the Owners Corporation, their employees, contractors, sublessees or occupiers, and visitors and invitees of the parcel of land have the right to pass and repass, across, over and along that part of the parcel of land on Block 4 Section 122 Division of Watson, shown on the lease plan attached and described as 'A1" proposed pedestrian access easement 9 wide' without vehicles and 'A5' 'proposed access easement variable width' with or without vehicles for all purposes connected with the use and enjoyment of the said parcel of land;
- (h) That the Owners Corporation, their employees, contractors, sublessees or occupiers, and visitors and invitees of the parcel of land have the right to pass and repass, across, over and along the premises known as Block 8 Section 122 Division of Watson, with or without vehicles, on that part of the parcel of land shown by forward hatching and described as "Narrogin Lane" on the Lease Plan attached;
- (i) That the Owners Corporation, their employees, contractors, sublessees or occupiers, and visitors and invitees of the parcel of land have the right to pass and repass, across, over and along that part of the parcel of land on Block 17 Section 122 Division of Watson, shown on the deposited plan described as 'A1' 'proposed pedestrian access easement 3.6 wide' without vehicles for all purposes connected with the use and enjoyment of the said parcel of land;
- (j) That the Owners Corporation, their employees, contractors, sublessees or occupiers, and visitors and invitees of the parcel of land have the right to pass and repass, across, over and along the premises known as

Block 18 Section 122 Division of Watson, with or without vehicles of any description on that part of the parcel of land described as 'A' 'proposed access easement variable width' for all purposes connected with the use and enjoyment of the said parcel of land;

- (k) That the Owners Corporation, their employees, contractors, sublessees or occupiers, and visitors and invitees of the parcel of land have the right to pass and repass, across, over and along the premises known as Block 19 Section 122 Division of Watson, with or without vehicles of any description for all purposes connected with the use and enjoyment of the said parcel of land;
- (l) That the Owners Corporation will at all times permit the lessees of Block 12 and Block 17 Section 122 Division of Watson, their employees, contractors, sublessees or occupiers, and visitors and invitees to access that part of the parcel of land shown on the easement plan attached described as 'A3' 'Proposed access easement 3.45 wide proposed easement limited in height to RL 607.40 for the purposes of storage and collection of waste;
- (m) That the Owners Corporation shall illuminate and keep illuminated all public access areas, carparks and driveways on the parcel of land at the Owners Corporation's cost during the evening hours of operation to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
- (n) That the Owners Corporation shall provide and maintain an area for the loading and unloading of vehicles on the parcel of land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
- (o) To permit any person or persons authorised by the Authority to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the parcel of land forming the common property;
- (p) That the Owners Corporation shall provide and maintain facilities and access on the parcel of land for persons with a disability in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
- (q) 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;

- (r) That the Owners Corporation shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building;
 - (ii) to which the Urban Forest Act 2023, applies;
 - (s) All minerals on or in the common property and the right to the use, flow and control of ground water under the surface of the common property are reserved to the Territory.
4. It is mutually covenanted and agreed by the Commonwealth of Australia and the Owners Corporation as follows:
- (a) That if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Owners Corporation in respect of any breach of the covenants on the part of the Owners Corporation to be observed or performed;
 - (b) That any extension of terms for all the leases shall be in accordance with the provisions of the Planning Act 2023;
 - (c) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning Act 2023.
5. In this schedule unless the contrary intention appears:
- (a) "Authority" means the Territory Planning Authority established by section 16 of the Planning Act 2023;
 - (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;

- (c) "owners corporation" means the body corporate under the name of 'The Owners - Units Plan No. 16480 ';
- (d) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (e) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (f) "Territory" means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (g) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (h) words in the singular include the plural and vice versa;
- (i) words importing one gender include the other genders;
- (j) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

Dated this.....Ninth..... day of.....December.....2024.

Karen Walker

a delegate of the Territory Planning Authority in exercising its functions

LESSEE: **HTI WATSON PTY LIMITED ACN 611 569 138**

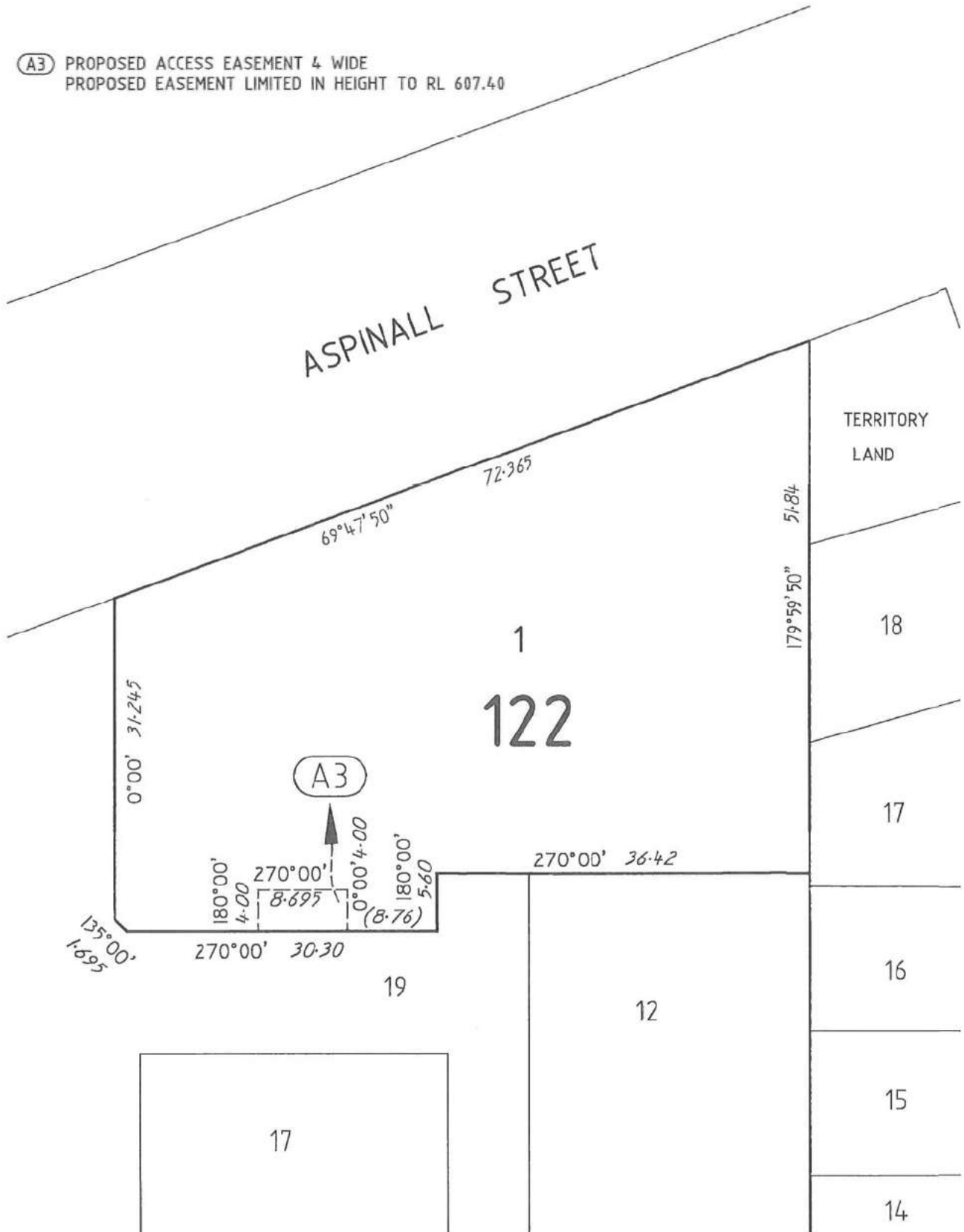


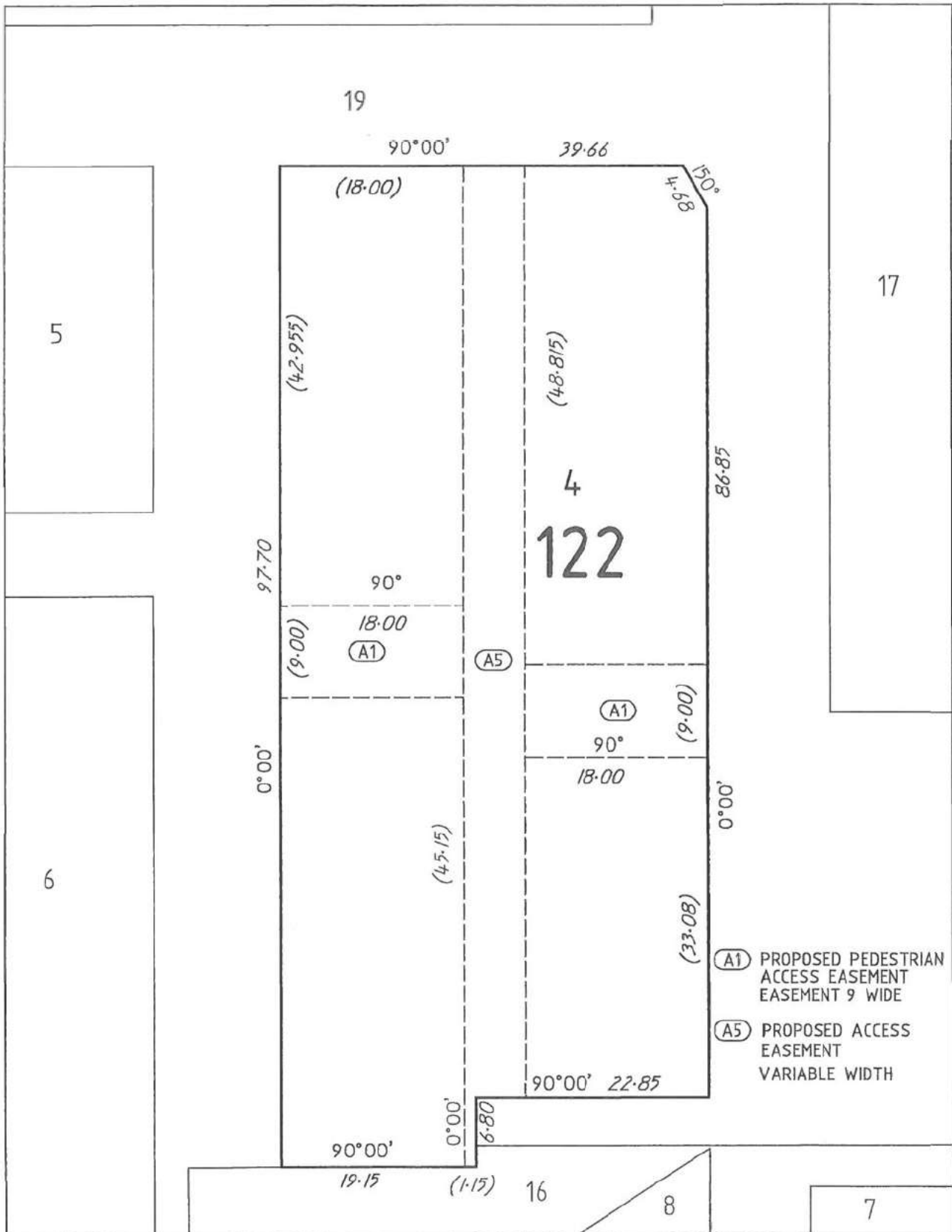
Jonathan Tanchevski
Director



Adam Laird Howarth
Director

(A3) PROPOSED ACCESS EASEMENT 4 WIDE
PROPOSED EASEMENT LIMITED IN HEIGHT TO RL 607.40





LEGEND

- A 
- B 



Scale 1 : 750

3356170



LAND TITLES
ACCESS CANBERRA
Chief Minister, Treasury and Economic Development Directorate

TRANSFER AND GRANT OF EASEMENT

Form 080 - TGE

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Email Address	Customer Reference Number	Contact Telephone Number
LJ HOOKER STRATA ACT	infoact@ljhookerstrata.com.au	CT36 - NORREBRO	1800 383 333

TITLE AND LAND DETAILS SERVIENT TENEMENT / GRANTOR

Volume & Folio	District/Division	Section	Block	Unit
3017:101	WATSON	122	19	-

TITLE AND LAND DETAILS DOMINANT TENEMENT / GRANTEE

Volume & Folio	District/Division	Section	Block	Unit
3017:91	WATSON	122	1	-

FULL NAME AND ADDRESS OF APPLICANT / GRANTOR / SERVIENT TENEMENT (Surname Last) (ACN required for all Companies)

The Body Corporate - Community Title Scheme No. 36

FULL NAME AND ADDRESS OF GRANTEE / DOMINANT TENEMENT (Surname Last) (ACN required for all Companies)

HTI Watson Pty Limited ACN 611 569 138

TYPE OF APPLICATION (Please state in full the type of easement – ie, Easement for Overhang and Guttering)

Easement to permit overhanging awning.

DETAILS OF APPLICATION (Please outline briefly and add full detail on annexure page with plan as attachment)

The applicant/s (grantor – servient tenement) hereby apply to transfer and grant an easement as described briefly below and in the attached plan –

A easement to permit an overhanging awning encroaching on the Servient Tenement at a height and in a position indicated on the plan in the attached Deed of transfer and grant of easement.

CONSENTING PARTY – SUPPORTING DOCUMENTATION

Please complete and attach – Form 042 – C – Consent (One form required for each party required to consent)

RECITAL DOCUMENT

Please complete and attach the recital document

DATE – GRANTOR / SERVICIENT TENEMENT

21/11/2024

CERTIFICATION *Delete the inapplicable

Grantor / Servient Tenement

*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:



Dorothy Dib
Administration Manager



Jeis Pirie
Head of Growth & New Client Relations



for:
LJ Hooker Strata ACT Pty Ltd

for and on behalf of:
The Body Corporate Unit Title Scheme No. 36

on behalf of the Grantor / Servient Tenement

CERTIFICATION *Delete the inapplicable

Grantee / Dominant Tenement

*The Certifier has taken reasonable steps to verify the identity of the Grantee / Dominant Tenement or his, her or its administrator or attorney.

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

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

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

Signed By:



<Name of certifying party>
<Capacity of certifying party>

~~Edward Campbell~~ Georgia Titusman
Legal practitioner

for: <Company name>

Clayton Utz

on behalf of the Grantee / Dominant Tenement

OFFICE USE ONLY

Lodged by	LMT	Registered date / by	LMT - 11/12/2024
Data entered by		Attachments/Annexures	Consent + Recital

VOI category 3 sighted

CLAYTON UTZ

Deed of transfer and grant of easement

The Body Corporate - Community Title Scheme No. 36
Grantor

HTI Watson Pty Limited as trustee for the HTI Watson Unit Trust
Grantee

Clayton Utz
Level 10, NewActon Nishi
2 Phillip Law Street
Canberra ACT 2601
GPO Box 9806
Canberra ACT 2601
Tel +61 2 6279 4000
Fax +61 2 6279 4099
www.claytonutz.com

Our reference 23644/81042433

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Deed of transfer and grant of easement

Date

Parties

The Body Corporate - Community Title Scheme No. 36 ABN 78 426 253 128 of C/- LJ Hooker [insert details] 1st Floor, 182-200 City Walk, Canberra ACT 2601
(Grantor)

HTI Watson Pty Limited ACN 611 569 138 as trustee for the HTI Watson Unit Trust ABN 68 158 141 026 of 1/157 Flemington Road, Mitchell ACT 2911 (Grantee)

Background

- A. The Grantor is the Crown lessee of the Servient Tenement.
- B. The Grantee is the registered proprietor of the Dominant Tenement.
- C. The Grantor grants to the Grantee the easement and rights on the terms contained in this deed.
- D. The Grantee accepts the grant of the easement in accordance with the terms contained in this Deed.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

In this deed:

Building means the building situated on the Dominant Tenement.

Claim means any loss, legal claim or action and/or costs and expenses associated with it.

Dominant Tenement means Block 1 Section 122 in the Division of Watson.

Easement Transfer Form means the ACT Land Titles Form 080 – TGE (Transfer and grant of easement) set out in Annexure A.

Encroachment means the awning attached to the southern side of the Building that encroaches into the Servient Tenement.

Grantee's Rights means the rights granted under clause 2.1.

Servient Tenement means Block 19 Section 122 in the Division of Watson.

1.2 Interpretation

In this deed:

- (a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

- (b) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;



- (c) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation, and, in the case of a trustee, includes a substituted or an additional trustee;
- (e) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (f) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (g) "includes" in any form is not a word of limitation.

2. Grant of easement to permit Encroachment

2.1 Grant and Grantee's Rights

- (a) The Grantor grants to the Grantee an easement to permit the Encroachment to overhang the Servient Tenement at a height and in a position indicated on the plan in Annexure B on the terms, conditions and restrictions contained in this deed.
- (b) The Grantee and its contractors may enter the Servient Tenement upon reasonable notice (or without notice in the event of an emergency) to repair or maintain the Encroachment. The person exercising such right of entry must do so in a manner so as to cause as little inconvenience as possible to the Grantor and occupiers of the Grantor's Land and must make good any damage caused in the exercise of such right of entry.

2.2 Grantor's covenant

The Grantor must not do or allow anything to be done to damage the Encroachment.

2.3 Grantee's covenant

The Grantee must keep the Encroachment in good repair and condition at its own cost, including works of a structural or capital nature.

2.4 Registration

- (a) The Grantor must arrange for three original copies of the Easement Transfer Form to be executed and provided to the Grantee on the date of this deed.
- (b) So that the easement created by this deed can be registered each party must promptly, when reasonably required by the other, sign all relevant registration forms and obtain and produce to the ACT Land Titles Office any consent required from any person having any interest in that party's land.

2.5 Benefit and burden

- (a) The benefit and burden of the easement created by this deed passes with the Dominant Tenement and the Servient Tenement respectively.
- (b) Each promise made in this deed binds the successors in title of the person making that promise and is for the benefit of the person to whom it is made and their successors in title.

2.6 Inconsistency with rules of the Grantor

The by-laws or management statement of the Grantor do not override the Grantee's Rights or the Grantor's obligations under this deed.

3. Indemnities and releases

3.1 Grantee accepts risk

The Grantee uses the Servient Tenement and exercises the Grantee's Rights at its own risk.

3.2 Indemnity

The Grantee is liable for and indemnifies the Grantor against any Claim arising from or incurred in connection with:

- (a) any damage, loss, injury or death caused or contributed to by the act, omission, negligence or default of the Grantee or its contractors or the exercise of the Grantee's Rights; or
- (b) the failure by the Grantee to observe or perform any of the Grantee's covenants or agreements contained in this easement.

3.3 Release

The Grantee releases the Grantor from and agrees that the Grantor is not liable for any Claim arising from or incurred in connection with:

- (a) any loss of or damage to personal property of the Grantee; or
- (b) the Grantor doing anything the Grantor is permitted or obliged to do under this easement.

4. Surrender or subdivision

4.1 Surrender of Crown lease

If:

- (a) the Grantor surrenders its Crown lease in respect of the Servient Tenement;
- (b) the Grantee surrenders its Crown lease in respect of the Dominant Tenement; or
- (c) any other act, event, occurrence (other than the agreement of the Grantor and the Grantee) terminates, invalidates or renders the grant of the easement created by this deed wholly or partially void,

the Grantor and the Grantee must as soon as practicable do all things necessary to:

- (d) enter into a replacement deed on substantially the same terms as this deed; and
- (e) do all things necessary to ensure that at all times the Dominant Tenement enjoys and has the benefit of an easement to permit the Encroachment to overhang the Servient Tenement.



4.2 Benefit of easement following subdivision

Each party acknowledges that following subdivision of either the Servient Tenement or the Dominant Tenement, whether under the Unit Titles Act 2001 or otherwise, the easement granted and the Grantee's Rights will continue to subsist.

5. Notices

5.1 How Notice to be given

Each communication (including each notice, consent, approval, waiver, request and demand) (**Notice**) under or in connection with this deed:

- (a) must be given to a party:
 - (i) using one of the following methods (and no other method) namely, hand delivery, courier service or prepaid express post; and
 - (ii) using the address or other details for the party set out in this deed (or as otherwise notified by that party to each other party from time to time);
- (b) must be in legible writing and in English; and
- (c) must be signed by the party giving the Notice (**Sending Party**) or by a person duly authorised by the Sending Party.

5.2 When Notice taken to be received

Without limiting the ability of a party to prove that a Notice has been given and received at an earlier time, each Notice under or in connection with this deed is taken to be given by the sender and received by the recipient:

- (a) (in the case of delivery by hand or courier service) on delivery; or
- (b) (in the case of prepaid express post) on the second Business Day after the date of posting.

6. General

6.1 Amendments

Unless this deed expressly states otherwise, this deed may only be amended by a document signed by each party.

6.2 Assignment, novation and other dealings

A party must not assign, novate or otherwise transfer any of its rights or obligations under this deed without the prior consent of each other party.

6.3 Consents and approvals

A consent or approval required under this deed from a party:

- (a) may not be unreasonably withheld or delayed, unless this deed expressly states otherwise; and
- (b) is only effective and binding on that party if it is given or confirmed in writing and signed by that party.



6.4 Counterparts

This deed may be executed in any number of counterparts by or on behalf of a party and by the parties in separate counterparts. Each counterpart constitutes the deed of each party who has executed and delivered that counterpart.

6.5 Electronic signatures

- (a) Each party warrants that immediately prior to entering into this deed it unconditionally consented to:
 - (i) the requirement for a signature under any law being met; and
 - (ii) any other party to this deed executing it,by any method of electronic signature that other party uses (at that other party's discretion), including signing on an electronic device or by digital signature.
- (b) Without limitation, the parties agree that this deed may be exchanged by hand, post, facsimile or any electronic method that evidences a party's execution of this deed, including by a party forwarding a copy of its executed counterpart by hand, post, facsimile or electronic means to the other party.

6.6 Entire agreement

To the extent permitted by law, in relation to its subject matter, this deed:

- (a) constitutes the entire agreement and understanding of the parties; and
- (b) supersedes any prior agreement or understanding of the parties (whether written or otherwise).

6.7 Expenses

Unless this deed expressly states otherwise, each party must bear its own costs and expenses in connection with negotiating, preparing, executing and performing this deed.

6.8 Further acts and documents

Each party must, if requested by another party, promptly do all further acts and execute and deliver all further documents reasonably necessary to give effect to this deed.

6.9 Governing law

This deed is governed by and is to be construed according to the law applying in the Australian Capital Territory.

6.10 Jurisdiction

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this deed; and
- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings

have been brought in an inconvenient forum, if that venue falls within clause 6.10(a).

6.11 GST

- (a) For the purpose of this clause unless the context otherwise requires:
- (i) **GST Legislation** means A New Tax System (Goods and Services Tax) Act 1999 and any related tax imposition Act (whether imposing tax as a duty of customs excise or otherwise) and includes any legislation which is enacted to validate recapture or recoup the tax imposed by any of such Acts;
 - (ii) **Applicable GST** has the meaning ascribed to it in clause 6.11(b);
 - (iii) **GST** means any tax imposed by or through the GST Legislation on a supply (without regard to any input tax credit);
 - (iv) **Recipient** means the party treated by the GST Legislation as the recipient of a supply from the Supplier;
 - (v) **Representative** means a representative member of a GST group to which the relevant Supplier belongs;
 - (vi) **Supply** means any supply (within the meaning which it bears in the GST Legislation) by the Supplier under this deed;
 - (vii) **Supplier** means any party to this deed treated by the GST Legislation as making a taxable supply under or in connection with this deed;
 - (viii) where any other term is used in this clause which is defined in the GST legislation it shall have the meaning which it bears in the GST Legislation.
- (b) In the case of a Supply which is a taxable supply:
- (i) the consideration payable or otherwise provided (apart from under this clause) to the Supplier (under the other provisions of this deed) will be increased by an amount equal to the Applicable GST;
 - (ii) the Applicable GST shall be the GST payable on the Supply;
 - (iii) the Applicable GST shall be added to the consideration payable or otherwise provided (apart from under this clause) for the Supply under the other provisions of this deed so as to form an additional part of the consideration for the Supply.
- (c) The Recipient will pay on demand to the Supplier an amount equal to any increment in consideration which is payable under this clause in respect of any Supply, and such amount will be a debt due and owing by the Recipient to the Supplier which is recoverable without setting off any refund or counter claim.
- (d) The Supplier shall provide the Recipient with tax invoices and/or adjustment notes in relation to the Supply (but shall not be obliged or requested to create such invoices for amounts in excess of amounts received from the Recipient) and do all things reasonably necessary to assist the Recipient to enable it to claim and obtain any input tax credit available to the Recipient in respect of the Supply.
- (e) Where the consideration for a Supply consists (in whole or in part) of the recovery by the Supplier of all or a proportion of the Supplier's costs, the amount recoverable

shall be reduced by the amount (or the corresponding proportion) of the input tax credits available to the Supplier in respect of such costs and then increased by any Applicable GST under clause 6.11(b).

- (f) In the event that liability for payment of GST in respect of a Supply under this deed is imposed upon a Representative of a Supplier this clause shall nonetheless apply and the Adjustments shall be calculated in all respects as if the Supplier was liable for the GST imposed on such Supply and entitled to input tax credits properly allocated to the making of that Supply.

6.12 No reliance

Each party acknowledges and warrants that it does not enter into this deed in reliance on any conduct (including any representation, statement, warranty or forecast) by or on behalf of any other party, except as expressly stated in this deed.

6.13 Operation of indemnities

- (a) Each indemnity in this deed is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiry of this deed.
- (b) It is not necessary for a party to incur an expense or make a payment before enforcing a right of indemnity conferred by this deed.
- (c) A party must pay on demand any amount it must pay under an indemnity in this deed.

6.14 Severance

To the extent a provision of this deed is or becomes illegal, void or unenforceable, that provision (or the relevant part) will be severed, and the remainder of this deed has full force and effect.

6.15 Waiver

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this deed by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this deed.
- (b) A waiver given by a party under this deed is only effective and binding on that party if it is given or confirmed in writing and signed by that party.
- (c) No waiver of a breach of a term of this deed operates as a waiver of another breach of that term or of a breach of any other term of this deed.



Executed as a deed.

Signed, sealed and delivered for and on behalf of The Body Corporate - Community Title Scheme No. 36:

:

Signature of witness

DOROTHY DIB

Full name of witness



Signature of authorised person

Jessie Pirie

Full name of authorised person

Executed by HTI Waton Pty Limited as trustee for the HTI Watson Unit Trust in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director

JONATHAN TANCHESEY

Full name of above signatory

Signature of company secretary/director

ADAM LAIRD HOWARTH

Full name of above signatory

CLAYTON UTZ

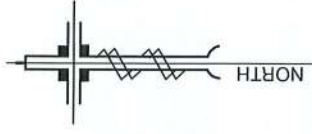
Annexure A – Easement Transfer Form

A handwritten signature in black ink, appearing to be 'Clayton Utz', located in the bottom right corner of the page.

CLAYTON UTZ

Annexure B – Plan of Encroachment

A handwritten signature in black ink, appearing to be the initials 'CU' or similar, located in the bottom right corner of the page.



NOTES

- THIS PLAN HAS BEEN PREPARED FOR IDENTIFICATION PURPOSES FOR EXCLUSIVE USE BY THE CLIENT IN THIS MATTER ONLY.
- NOT TO BE USED FOR BOUNDARY DEFINITION, FURTHER SURVEY AND BOUNDARY MARKING MAY BE NECESSARY PRIOR TO ANY FUTURE DEVELOPMENT
- SURVEY DATA SHOWN ON THIS PLAN IS CORRECT AT DATE OF SURVEY
- THIS IS THE SKETCH PLAN REFERRED TO IN, AND ANNEXED TO, OUR REPORT TO PIER PROJECTS DATED 23 SEPTEMBER 2024

**BLK 1
SEC 122**

BEECHWORTH STREET

31.245

569.1

PROPOSED
EASEMENT FOR ACCESS
LIMITED IN HEIGHT
TO RL:607.40

PROPOSED
EASEMENT FOR ACCESS
LIMITED IN HEIGHT
TO RL:607.40

BLOCK BUILDING
UNDER CONSTRUCTION

(0.08 AWNING OVER)
(0.02 BLOCK CLEAR)

(1.04 AWNING OVER)

AWNING

(1.05 AWNING OVER)

30.30

(0.07 AWNING OVER)
(0.03 BLOCK CLEAR)

5.60

9.005

PROJECT
AWNING IDENTIFICATION SURVEY OF BLK 1 SEC 122 DP 11671
1 BUNINYONG STREET, WATSON

CLIENT PIER PROJECTS

DATUM: AHD
CONTOUR INTERVAL: N/A
OUR REF: 3560

SURVEYED: SP
DRAWN: SP
CHECKED: TD

SCALE: 1:150 (A4)
PLAN REF: 3560-AWNINGIDENT
DATE: 23rd SEPTEMBER 2024

Thomas Darroddy
THOMAS DARRODDY
REGISTERED SURVEYOR
Ph: 02 7204 6295
tom@tsdsurveying.com.au



CONSENT TO REGISTER

Form 042 - C

Land Titles Act 1925

NOTE – Where a Subleasee or Caveator consents to the registration of a units plan, upon registration, it will have the effect of determining the sublease pursuant to S90 of the *Land Titles Act 1925* and S25(1)(a) of the *Land Titles (Unit Titles) Act 1970*.

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
3017:91	Watson	122	1	

FULL NAME OF CONSENTING PARTY (Surname Last) (ACN required for all companies)

National Australia Bank Limited ACN: 004 044 937

CONSENT TO REGISTER (Please specify the purpose of this consent and all parties related to the instrument to be registered)

Application to Register a Transfer and Grant of Easement with HTI Group Pty Ltd as registered proprietor

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:

Bank Officer Signature

ROSS McGRATH
BUSINESS BANKING MANAGER

Bank Officer Name

Bank Officer

For: National Australia Bank Limited ABN 12 004 044 937

on behalf of the Lessor/Lessee/Mortgagee



Chief Minister



SR\$3393359

03/07/2025 07:12:23 TARA

LES

TARA

rate

3393359

JN

BY OWNERS CORPORATION

SR

Land Titles Act 1925

LODGING PARTY DETAILS		CRN: UP xxxxx
Name	Email Address	Contact Telephone Number
LJ Hooker Strata ACT Pty Ltd	infoact@ljhookerstrata.com.au	1800 383 333

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
3022: ⁹⁴⁹ 950	Watson	122	1	16480

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

minutes of meetings

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:

Witness:

Fallon Skerbic
 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

VOI Sighted X.....¹.....
 Change of Name by N/A.....
 Authority to Deal

ASIC N/A
 Category 3
 Signed by
 Date 31/7/25

--

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	<u>Minutes/Resolution/Motion</u>
Data entered by		Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	LMT	Registration Date	10/07/2025





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)
3022:950	Watson	122	1		

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
SR	3

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)
The Owners of Units Plan 16480

MINUTES OF GENERAL MEETING

UNITS PLAN NO. 16480

MEETING DATE & TIME Monday 23 June 2025 at 1:00 pm

LOCATION Online via Zoom

The agenda lists the items of business and motions to be considered at the meeting.

APPOINTMENT OF CHAIR ACCEPTANCE OF PROXIES/ABSENTEE VOTES:

Roger – Chair

ATTENDANCE:

Gabi Miller – Unit 17

Roger Weerasooriya – Unit 6

Lindsey Davis – Unit 46

INSURANCE

Ordinary Resolution

- 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.
- 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.

Motion Carried

MINUTES OF THE PREVIOUS ANNUAL GENERAL MEETING

Ordinary Resolution

That the minutes of the previous Annual General Meeting held 6 May 2025 are confirmed.

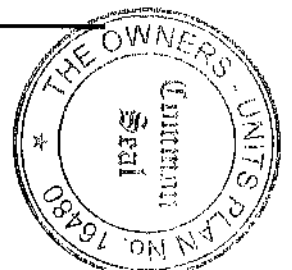
Motion Carried

MAINTENANCE ISSUES AND MAINTENANCE CONTRACTS

Ordinary Resolution

That the Owners Corporation consider any new or outstanding maintenance issues, and maintenance contracts coming up for renewal.

Motion Carried



1. Purpose and Use

The installation is solely for the purpose of safely containing a domestic cat, ensuring its wellbeing and preventing escape or injury, while maintaining the amenity of the complex.

2. Design and Visual Impact The cat mesh must:

- Be constructed from durable, UV-stabilised materials;
- Be of a neutral colour (such as black or grey) to minimise visual impact;
- Be installed in a way that does not materially alter the external appearance of the building.

3. Installation Requirements

- Installation must not damage common property or compromise building waterproofing or structural integrity;
- All installation must be carried out by a qualified tradesperson or under professional supervision.

4. Responsibility and Liability

- All costs associated with the installation, maintenance, repair, and potential removal of the mesh will be borne by the unit owner;
- The owner must indemnify the owners corporation against any damage or liability arising from the mesh.

5. Reversibility

- The cat mesh must be fully removable;
- Upon sale of the unit or at the direction of the owners corporation, the balcony must be restored to its original condition, at the owner's expense.

6. Compliance

- The installation must comply with the provisions of the *Unit Titles Management Act 2011 (ACT)*, particularly regarding alterations that do not affect the structural integrity or common property;
- The installation must not contravene any registered rules of the owners corporation.

Motion Carried



EXECUTIVE COMMITTEE AUTHORITY FOR MINOR BALCONY INSTALLATIONS **Special Resolution**

Purpose

To establish a streamlined approval process for minor, non-structural balcony installations such as cat mesh enclosures, which improve pet safety and do not materially affect the building's appearance or structure.

- o **Scope**
This rule applies to applications for small-scale, removable balcony enclosures (e.g., cat mesh) that are intended to provide safety for domestic pets and meet the conditions of Section 108 of the *Unit Titles Management Act 2011 (ACT)*.
- o **Authority Granted**
The Executive Committee is authorised to consider and decide on such applications **without referral to a general meeting**, provided:
 - The installation does **not affect structural integrity**,
 - The installation does **not substantially alter the external appearance** of the unit or building,
 - There is **no material impact on common property**.
- o **Application Requirements**
A written application must be submitted by the unit owner including:
 - Description and images of proposed installation,
 - Installation method and confirmation it is non-invasive,
 - A signed undertaking accepting all costs, liability, and responsibility for removal/restoration.
- o **Conditions of Approval**
Approvals may be granted subject to:
 - Use of neutral, low-visibility materials (e.g., black or grey UVresistant mesh),
 - No damage to waterproofing, walls, balustrades, or structural elements,
 - Full indemnity of the owners corporation against any associated risks or damages,
 - Reversibility and restoration to original condition when required.
- o **Right to Revoke**
The Executive Committee may revoke approval if:
 - The installation becomes unsafe or non-compliant,
 - Conditions of the approval are not adhered to.
- o **Review of Rule**
This rule may be amended or revoked by special resolution at a general meeting.

Motion Carried

There being no further business, Meeting was deemed closed at 1:33pm.





Access Canberra



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3439453

SPECIAL RESOLUTION BY OWNERS CORPORATION

094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Email Address	Customer Reference Number	Contact Telephone Number
LJ Hooker Strata ACT Pty Ltd	infoact@ljhookerstrata.com.au	16480	1800 383 333

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
3022:949	Watson	122	1	16480

DETAILS OF RULES BEING REGISTERED

DATE MEETING HELD (must be registered within 3 months)

meeting	28/1/26
---------	---------

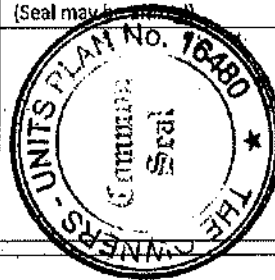
SUPPORTING DOCUMENTATION

(Please select appropriate item - Original signed copy must be supplied)

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

COMMON SEAL OF OWNERS CORPORATION

(Seal may be used)



CERTIFICATION *Delete the inapplicable

Applicant

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

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

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

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

Signed By:

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		Registration Date	JM 12/3/2026

VOI Sighted X.....¹.....

Change of Name by *Marriage cert*

Authority to Deal .. *employment*

ASIC *Sighted*

Category *3*

Signed by *M. G.*

Date *25/2/26*



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)
3022:949	Watson	122	1		16480

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
Annual meeting	7

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)
Owners Corporation of unit Plan 16480

MINUTES OF ANNUAL GENERAL MEETING

Units Plan No. 16480

MEETING DATE	Wednesday 28 January 2026
MEETING TIME	5:30 PM
MEETING LOCATION	Zoom

MINUTES OF ANNUAL GENERAL MEETING UNITS PLAN NO. 16480

DATE & TIME Wednesday 28 January 2026 at 5:30 PM
LOCATION Zoom
<https://ljhookerstrata-au.zoom.us/j/9370775672?pwd=ka6RvZf39nCH3LlkRvUpkscXvgXBy8.1&omn=84273053633> Meeting ID: 937 077 5672 Passcode: 376551

ATTENDANCE

Present

Roger Weerasooriya	Lot 6	In Person
Tara Primrose Lyons	Lot 10	In Person
Bradley James Burgess	Lot 19	In Person
David John Nowosad	Lot 35	In Person
Emma Elise Griffis	Lot 37	In Person
Joseph Kwon	Lot 57	In Person
Konrad Dudek-Bylinski	Lot 58	In Person
D Cihalova	Lot 63	In Person
Jiri Mikusek	Lot 63	In Person
Jack Murray Bouchier	Lot 67	In Person
Nikolaos Stamateiatis	Lot 76	In Person

In Attendance

Andrew Fenton - LJH Representative

Pre-Meeting Voting

Nil

Apologies

Nil

Proxy Holder Representing

Nil

Power of Attorney Representing

Nil

Nominees Representing

Nil

Chairperson

Joseph Kwon

QUORUM

The Chairperson advised that a quorum was not present. Under the Unit Titles (Management) Act 2011, at an owners corporation with 3 or more members, if a standard quorum is not present within 1/2 hour, a reduced quorum can be formed by 2 or more people who are present at the meeting and are entitled to vote.

Meeting opened on Wednesday 28 January 2026 at 5:30 PM

1. MINUTES OF THE PREVIOUS ANNUAL GENERAL MEETING

That the minutes of the previous Annual General Meeting held are confirmed.

MOTION CARRIED

2. INSURANCE

- 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.
- 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.

Secretarial note: Concerns were raised about the absence of flood cover. LJI also noted that the insurance premium was paid twice during the financial year, affecting the budget and leading to an additional levy before the meeting.

MOTION CARRIED

3. PRESENTATION OF ANNUAL FINANCIAL STATEMENTS

That the financial statements be accepted as presented for the financial year ending 30 Nov 2025.

MOTION CARRIED

4. ADMINISTRATIVE FUND

That the Corporation approves the proposed budget, and determines a levy equal to the Administrative Fund budget of \$192,086.00 for the period 01 December 2025 to 30 November 2026 and to be contributed in accordance with unit entitlements. Payment to be made over 4 instalments paid in advance on 30 January 2026, 30 April 2026, 30 July 2026 & 30 October 2026

That the Corporation further agrees to issue the first instalment of the 2024-2025 financial year on 27 November 2025 at the agreed budget rate.

Secretarial note: The initial levy is due within 28 days of notice, not the first agreed instalment as stated in the agenda/minutes above.

MOTION CARRIED

5. SINKING FUND INCOME AND EXPENDITURE BUDGET APPROVAL

That the Corporation agrees to the proposed Sinking Fund expenditure budget of \$3,642.00 and agrees to determine a levy of \$45,264.00 equal to the proposed Sinking Fund income budget of for the period 01 December 2025 to 30 November 2026 and to be contributed in accordance with unit entitlements. Payment to be made over 4 quarterly periods paid in advance on 30 January 2026, 30 April 2026, 30 July 2026 & 30 October 2026.

MOTION CARRIED

6. ELECTRONIC VOTING

That the Owners Corporation adopts the the Electronic Voting Process and acknowledges that meetings can now be held via these means.

MOTION CARRIED

7. MAINTENANCE PLAN REVIEW

That the Owners Corporation agrees to review the maintenance plan and determine if the schedule requires updating in light of new circumstances.

Secretarial note:

The group discussed Arcsite's role in managing maintenance and defect reporting, along with its associated costs. LJH suggested that owners could choose a less expensive 15-year maintenance plan instead of Arcsite's annual subscription. LJH also mentioned their team's app is free for all owners and handles multiple requests. Transitioning away from Arcsite would require consideration of existing signage. All owners agreed to obtain a quote for the alternative maintenance plan, and LJH will arrange quotes for removing Arcsite signage.

MOTION CARRIED

8. MAINTENANCE ISSUES AND MAINTENANCE CONTRACTS

That the Owners Corporation consider any new or outstanding maintenance issues, and maintenance contracts coming up for renewal.

Secretarial note: Residents raised concerns about repeated fire alarm triggers and questioned Form 1's response. LJH will follow up, noting the delay in resolution has frustrated owners.

A beeping noise was reported from the fire pumping station near the bus stop on Aspinal St. LJH to ask the Building Manager about this.

MOTION CARRIED

9. LIFT CONTRACT ACCEPTANCE

That in accordance with s60 of the Unit Titles (Management) Act 2011, the Owners Corporation authorise KONE to perform the lift Servicing agreement for 3 years total. Annual cost: \$ 13,720.10 INC GST.

MOTION CARRIED

10. PLUMBING PPM CONTRACT ACCEPTANCE

That the owners corporation agrees to a plumbing planned and preventative maintenance contract.

Option 1: Level Plumbing - \$2,165.00

Option 2: Venture Plumbing - \$1,675.00

The owners present agreed to Venture Plumbing.

MOTION CARRIED

11. ELECTRICAL PPM CONTRACT ACCEPTANCE

The owners corporation agrees to an Electrical planned and preventative maintenance contract.

Option 1: Maritex: - \$2,695.00

Option 2: GMH Electrical - \$819.50.00

The owners present agreed to GMH Electrical.

MOTION CARRIED

12. BLANKET APPROVAL FOR FLOOR ALTERATION REQUESTS

Motion:

That the owners corporation resolves to grant the executive committee express authority to approve or refuse requests from unit owners to change flooring within their units, subject to the following conditions:

- 1. Compliance with the Unit Titles Management Act 2011 and the owners corporation's rules regarding noise transmission and common property alterations.*
- 2. All flooring installations must meet recognised industry acoustic standards to minimise noise transfer between units.*
- 3. Works must be carried out by a qualified and licensed professional, with evidence of credentials provided to the committee prior to approval.*
- 4. Owners must submit detailed specifications of proposed flooring, including acoustic ratings and installation method, for committee review.*

MOTION CARRIED

13. CONSIDERATION OF BUILDING DEFECTS

That the Owners Corporation consider any physical building structural defects.

Ground floor door on the right near entrance keeps opening. Latch may be faulty.

Retaining wall still unfinished.

Downpipes on building 3 disjointed/disconnected. Owner to provide photos.

Water leak U6 above car park. Owner to provide photos.

MOTION CARRIED

14. EXECUTIVE COMMITTEE

That the Owners Corporation create between 3 and 7 Executive Committee positions, and those positions be filled by nominated owners.

Joseph Kwon - Chairperson
Bradley Burgess - Secretary
Konrad Dudek-Bylinski - Treasurer
Jiri Mikusek - Committee Member
Roger - Committee Member
Jack B - Committee Member

MOTION CARRIED

GENERAL BUSINESS

Discussed the security, cctv maybe not applicable, explained the fire break in.

Discussed roller door and quote from capital doorworks to increase sensitivity .

It as flagged that the building manager should remove and reapply lift curtains when needed,

Mirror within the basement may be worth looking at being installed to assist with blind spot.

Meeting closed on Wednesday 28 January 2026 at 7:16 PM

On behalf of the Secretary

All correspondence to:
The Secretary, Bradley James Burgess
182 - 200 City Walk
CANBERRA CITY ACT 2601
Email tim@lhookerstrata.com.au



Access Canberra



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SPECIAL RE 3454800

094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS			
Name	Email Address	Customer Reference Number	Contact Telephone Number
LJ Hooker Strata ACT Pty Ltd	infoact@ljhookerstrata.com.au	36	1800 383 333

TITLE AND LAND DETAILS				UNITS PLAN NUMBER
Volume & Folio	District/Division	Section	Block	
30 22: 949	Natson	122	1	CT36

DETAILS OF RULES BEING REGISTERED	DATE MEETING HELD (must be registered within 3 months)
Consolidated Rules	31/03/2026

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

CERTIFICATION *Delete the inapplicable

Applicant

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

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

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

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

Signed By:
Helena Leigh Grenfell
Strata Community Assistant, 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		Registration Date	LT-12/05/2026



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)
3022:949	Watson	122	1	0	

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
Special Resolution	24

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

The Owners - Units Plan no. 16480

VOI Sighted X 1

Change of Name by

Authority to Deal HR

ASIC Yes

Category 1

Signed by Jen McCawley

Date 6/5/2026

MINUTES OF
ANNUAL GENERAL
MEETING
Community Title Scheme No. 36

MEETING DATE	Tuesday 31 March 2026
MEETING TIME	5:30 PM
MEETING LOCATION	Online Via Zoom

MINUTES OF ANNUAL GENERAL MEETING COMMUNITY TITLE SCHEME NO. 36

MEETING DATE & TIME Tuesday 31 March 2026 at 5:30 PM

LOCATION Online Via Zoom

The agenda lists the items of business and motions to be considered at the meeting.

ATTENDANCE:

J Prucha – Block G
A Senanayake – Block F
D Henley – Block K
Y Lu – Block M
K Codera – Block G
W Chak – Block L
M Swain – Block B
C Guest – Block G
J Cordova – Block G
L Broska – Block E
R Weerasooriya – Block A
B Van Dam – Block A
J Sullaphen – Block G
J Wanderf – Observer

A Fenton – LJH Strata(Host)

APPOINTMENT OF CHAIR – MEGAN SWAIN

ACCEPTANCE OF PROXIES/ABSENTEE VOTES: N/A

MOTIONS

1. MINUTES OF THE PREVIOUS GENERAL MEETING **Ordinary Resolution**

That the minutes of the previous General Meeting held 23 April 2025 are confirmed.

Explanatory Note: It is a statutory requirement that the minutes of the previous General Meeting of the Owners Corporation be considered as a true and accurate account of the proceedings of that meeting.

Motion Carried

2. INSURANCE**Ordinary Resolution**

- a) That ahead of renewal of the insurance policy, quotes will be obtained and discussed with the Committee of management.
- b) That the Owners Corporation consider any new or outstanding insurance claims.
- 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 Committee of management.

Owners are informed that the existing insurance cover is held through CHU as follows:

Policy No	CAH0009080
Renewal Date	8/12/2026
BUILDING	\$2,390,000.00
COMMUNITY INCOME	\$358,500
COMMON CONTENTS	\$23,900.00
PUBLIC LIABILITY	\$30,000,000.00
VOLUNTARY WORKERS	\$200,000/\$2,000
FIDELITY GUARANTEE	\$250,000.00
OFFICE BEARERS	\$1,000,000
MACHINERY BREAKDOWN	NOT INCLUDED
CATASTROPHE	NOT INCLUDED
GOVT AUDIT COSTS	\$25,000.00
APPEAL	\$100,000.00
LEGAL EXPENSES	\$50,000.00
FLOOD	Included
Premium Paid	\$6,294.39.00

Secretarial note: It was noted that the insurance industry is working toward the removal of commission-based arrangements. It was further advised that owners corporations are able to negotiate insurance commission terms directly with their managing agent.

Motion Carried

3. PRESENTATION OF ANNUAL FINANCIAL STATEMENTS**Ordinary Resolution**

That the financial statements be accepted as presented for the financial year ending 31 December 2025.

Secretarial Note: The charge related to the roller door and updated financials to be included with the minutes. Actions regarding garden rejuvenation rectification will also be addressed and issued with the minutes.

Motion Carried

4. ADMINISTRATIVE FUND

Ordinary Resolution

That the Corporation approves the proposed budget, and determines a levy equal to the Administrative Fund budget of \$173,875.00 for the period 1 January 2026 to 31 December 2026 and to be contributed in accordance with unit entitlements. Payment to be made over 4 instalments paid in advance on 15 April 2026, 15 July 2026, 15 September 2026, 15 November 2026.

Secretarial note: The managing agent updated owners on catching up with rates payments and their financial impact. Owners queried whether the developer was responsible for rates and drainage payments. LJ Hooker to confirm date period for rates in arrears and determine whether the developer is responsible for full/partial payment of the outstanding rates if some or all of the community title was under development and/or not accessible to residents due to construction at the time. Noting the rates in arrears have been paid by the Community Title so this would be refunded to the administrative fund.

Owners asked about the community title fee structure and its effect on levies. The managing agent explained that the budget increase will be balanced by Block C's registration and contribution to levies. Unit entitlements, based on each Lot's size and quality, determine levy amounts.

Motion Carried

5. SINKING FUND INCOME AND EXPENDITURE BUDGET APPROVAL

Ordinary Resolution

That the Corporation agrees to the proposed Sinking Fund expenditure budget of \$2,801.00 and agrees to determine a levy equal to the proposed Sinking Fund income budget of \$17,168.00 for the period 1 January 2026 to 31 December 2026 and to be contributed in accordance with unit entitlements. Payment to be made over 4 instalments paid in advance on 15 April 2026, 15 July 2026, 15 September 2026, 15 November 2026.

Motion Carried

6. APPOINTMENT OF MANAGING AGENT

Ordinary Resolution

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 Community Title No 36 for ~~three (3) years~~ Twelve (12) Months.
- 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.

Secretarial note: Two residents suggested that updating to 12 months could be beneficial, and several others agreed. The managing agent stated they would be happy to address any concerns.

Motion Carried

7. COMMITTEE OF MANAGEMENT

Ordinary Resolution

That the Owners Corporation create between 3 and 7 Committee of Management positions, and those positions be filled by nominated owners.

Explanatory Note: It is a requirement of the legislation to elect a Committee of management of the Owners Corporation, which will consist of a Chair, Secretary and Treasurer until the next Annual General Meeting. The Chair, Secretary & Treasurer are elected at the first formal meeting of the Executive Committee following the Annual General Meeting

Election of the Committee of management will take place at this meeting.

- Nominations are to be received for the Executive Committee
- The number of members to the Committee of management is to be determined
- That the Committee of management be elected

The Committee of management is the elected body of three or more Members (Owners), who undertake the day-to-day decision making duties of the building, on behalf of the unit owners.

If at least three Owners do not nominate to stand as the Committee of management to represent the interests of the Owners Corporation, then all owners are required to vote on every decision of the Owners Corporation.

At each AGM the current Committee of management positions are made vacant, and election of the Committee of management takes place. Each unit has one vote and self nominations can take place.

More than seven (7) members can be elected to the Committee of management, however the motion must be passed as a special resolution to enable this.

Appointments:

J Prucha – Block G
A Senanayake – Block F
D Henley – Block K
W Chak – Block L
M Swain – Block B
L Broska – Block E
R Weerasooriya – Block A

Motion Carried

8. MOTION TO AMEND COMMUNITY TITLE BY- LAWS (BBQ CLEANING REQUIREMENT)

Special Resolution

That the Owners Corporation resolves to amend the Community Title By- Laws by inserting a new clause, to be placed under **Clause 7 (Behaviour Generally)** as follows:

BBQ Cleaning Obligations

1. An Owner or Occupier who uses the Community BBQ facilities must ensure that the BBQ plates, surrounding surfaces, and any associated equipment are thoroughly cleaned immediately after use.
2. All waste, food scraps, packaging, and other refuse generated during use must be removed and disposed of appropriately in the designated waste enclosures.

An Owner or Occupier must not leave the BBQ facilities in a condition that interferes with or detracts from the enjoyment of other Owners or Occupiers who are entitled to use the Common Property or Community Facilities.”*

*This motion is proposed to ensure the continued enjoyment of shared facilities for all Owners and Occupiers. While the current By-Laws contain general obligations about using Common Property and not interfering with others' enjoyment, there is **no specific clause requiring the cleaning of Community BBQ plates or removal of waste after use.** Under the **Community Title Act 2001 (ACT)**, the Owners Corporation is empowered to make and amend By-Laws. The relevant section governing the creation and amendment of By-Laws is:*

• Section 56 – Amendment of Community Title By-Laws

(Insert exact statutory wording here—please supply the text if you would like me to insert it verbatim.)

This section provides the mechanism by which the Owners Corporation may amend existing By-Laws or add new By-Laws by resolution.

Adding the proposed BBQ Cleaning clause will:

- *Establish clear expectations for cleanliness and responsible use;*
- *Reduce issues caused by food waste, odours, and unhygienic BBQ surfaces;*
- *Support fair and respectful shared use of Community Facilities.*

Secretarial note: It was noted that it was recently identified that the BBQ fat trays were full. Access to the BBQ area was initially difficult due to key access; however, keys were ultimately provided by the builder. It was further noted that there is no specific reference to BBQ use or maintenance within the current rules.

It was agreed that signage would be appropriate to address this issue. Signage is to be installed and budgeted for accordingly.

Motion carried. No objections.

GENERAL BUSINESS

GARDENING SERVICES

It was noted that alternative gardening quotes had been sourced prior to the meeting. While pricing was broadly similar, it was observed that some contractors attended less frequently and were unable to manage larger trees. It was further noted that the current gardeners undertake a number of additional tasks that may not be included in other contractors' scopes of service.

It was discussed that there may be potential to achieve a service that is both more cost-effective and of higher quality. Reference was made to a previous gardening

contractor, who had left the grounds in an unsatisfactory condition. One owner commented that they had not observed a significant difference in service levels. It was acknowledged that there is an agreed scope and level of services currently in place. **WASP NESTS WERE REPORTED AT BLOCK G AND BLOCK B.**

MEETING CLOSED: 6:27 PM



Community Title Scheme - By-laws

Lots 1 - 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15 and
16 Section 122 Watson

By-laws

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Agreed terms

1, Definitions

Administrative Fund means the fund established by the Body Corporate to meet its recurrent and capital expenditure.

Body Corporate means the corporation established upon registration of the Scheme under section 30 of the Community Title Act.

Business Day means a day on which banks in the Australian Capital Territory are open for business but does not include a Saturday, Sunday or public holiday.

By-laws means these by-laws of the Body Corporate made in accordance with Division 8.5 of the Community Title Act, including any exclusive use by-laws, and as registered at the time of registration of the Scheme and as amended under and in accordance with the Community Title Act.

Common Property means the common property of the Scheme constituted upon registration of the Scheme and described in the Master Plan.

Community Facilities means the facilities in the Scheme located on the Common Property and intended for common access and use by Members and Occupiers of the Lots including roads, pedestrian walkways, landscaping, parklands, outdoor cooking areas, gardens, the urban forecourt playground equipment and artwork.

Community Title Act means the Community Title Act 2001.

Community Title Regulations means the Community Title Regulation 2002 (ACT).

Defaulting Member means a Member who fails to pay a contribution or an additional contribution imposed by the Body Corporate or the By-laws or the Community Title Act.

Developer means CBR Developments 2 (Watson) Pty Ltd ACN 624 361 057

Development Activities means the development of the Scheme Land in accordance with the Development Approval and the Stage 2 Development Application, including:

- (a) any form of demolition work, excavation work, earthworks, landscaping work or related activities on the Scheme Land;
- (b) any form of building work or work ancillary to or associated with building work on the Scheme Land including the installation, augmentation, connection and temporary disconnection of Services;
- (c) restricting access to part of the Common Property by Owners and Occupiers for safety purposes as a result of construction activities and use of parts of the Common Property for storing construction materials and vehicles;
- (d) reasonable access over the Common Property for carrying out the development works;
- (e) the installation augmentation, connection and temporary disconnection of Services and Community Facilities;
(f) changing the location or details of Services and Community Facilities;

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- (g) the subdivision or dedication of the Scheme Land including the preparation and registration of the Scheme, the Master Plan, the By-laws and Units Plans;
- (h) placing in Scheme Land anything in connection with building, construction and development works including temporary signs, structures, building materials, fences, cranes and other equipment; and (i) other activities specified in the Management Statement.

Development Application means DA201630707 and any amendment to that application or supplementary application whether before or after the date of the date the Scheme is established including DA201630707A(S141), DA201630707B(S141), DA201630707C(S141) and DA201630707(S197).

Development Approval means any notice of decision by the Planning and Land Authority in respect of the Scheme Land including the notices of decision for the Development Application and any Stage 2 Development Application (including amendments to such notices of decision), Easements means the easements burdening or benefiting any lot under the Scheme.

Government Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or

Insurances means each and every policy of insurance required to be effected by or on behalf of the Body Corporate or as delegated to the Management Committee under and in accordance with the provisions of the Community Title Act and the Management Statement, including public liability insurance and building insurance and any other insurance the Management Committee determines to effect in accordance with the Management Statement or under Law,

Law includes all statutes, regulations, by-laws, ordinance, circulars issued by any Governmental Agency with the force of law and other delegated legislation and any rule of common law or equity and any statutory guidelines and environmental planning instruments from time to time.

Lot means a parcel of land identified as a lot in the Scheme.

Lot Entitlement Schedule means lot entitlement schedule in accordance with section 7(h) of the Community Title Act. and generally represents the proportionate ownership percentage of the entire Scheme.

Management Committee means the committee of management as appointed under the Community Title Act to represent and assist the Body Corporate with the management, control and administration of the Scheme.

Management Statement means the Community Management Statement registered as part of the Scheme as required by the Community Title Act.

Manager means a manager engaged by the Body Corporate in accordance with clause 13 of the Management Statement.

Master Plan means the master plan to be registered with the Scheme and as defined under the Community Title Act.

Member means an Owner including, as applicable. the Owners Corporations for each of Lots 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12 and 13 as formed upon registration of a Units Plan and including owners of any further lots (or the Owners Corporation is so formed

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upon the registration of a Units Plan) is created on registration of any plan of subdivision over the Scheme, and are the members of the Body Corporate as defined in the Community Title Act. Representatives of the Developer may also be Members in accordance with clause 1 1.2(b) of the Management Statement,

Occupier means each person who is an owner, tenant, occupier, mortgagee in possession, or who has the right to occupy or control a Lot or Unit within a Lot.

Ordinary Resolution means a resolution of the Body Corporate passed by at least one half of those present and entitled to vote at the meeting.

Owner means the person who owns from time to time.

Owners Corporation means the corporation established under section 8 of the Unit Titles (Management) Act 2011.

Planning Act means the Planning and Development Act 2007.

Scheme has the meaning that community title scheme has under section 5 of the Community Title Act and any and all such documents that comprise the community title scheme as defined in the Community Title Act.

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Scheme Land means Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16, Section 122 in the Division of Watson.

Service means water, sewerage, electricity, gas and telecommunication services.

Special Resolution means a resolution of the Body Corporate for which 75% votes were cast in the affirmative by those present and entitled to vote at the meeting.

Stage 2 Development Application means any development application(s) under the Planning Act for the development of that part of the Scheme Land on which the second stage of the Development Activities is undertaken, as set out in the Master Plan.

Unanimous Resolution a resolution of the Body Corporate for which no votes were cast in the negative by those present and entitled to vote at the meeting.

Unit means a unit as defined in section 9 of the Unit Titles Act and generally in accordance with the unit plan or a parcel designated on a unit title application, and registered as part of a Units

Units Plan means a units plan registered on a Lot within the Scheme in accordance with the Unit Titles Act.

Unit Titles Act means the Unit Titles Act 2001 (ACT).

2. Interpretation

2.1 Interpretation of the By-laws

In this document unless the contrary intention appears:

- (a) reference to '\$' is to Australian currency;
- (b) words expressed in the singular include the plural and vice versa;
- (c) words expressed in one gender include the other genders, as is appropriate in the context;
- (d) a reference to a 'person' includes a corporation;
- (e) a reference to a party includes that party's heirs, successors and permitted assigns;
- (f) headings to clauses/by-laws are included for the sake of convenience only and do not affect the interpretation of the clauses/by-laws to which they relate; and
- (g) references to any statute or statutory provision include that statute or statutory provision as amended, extended, consolidated or replaced by subsequent legislation and any orders, regulations, instruments or other subordinate legislation made under the relevant statute.

3. Relationship with Management Statement

3.1 Contents of Management Statement

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The Management Statement lodged with the Scheme and these By-laws may contain provisions which affect the Scheme and the Lots including but not limited to:

- (a) rights and obligations of Members, Owners and Occupiers;
- (b) rights and obligations of the Management Committee and the Body Corporate; and
- (c) maintenance, use of, and contributions made to the costs of, the Common Property.

3.2 Compliance with Management Statement

- (a) A Member, Owner or Occupier must comply with the Management Statement.
- (b) A breach of the provisions contained in the Management Statement amounts to a breach of these By-laws.
- (c) Nothing in these By-laws allows an Owner or Occupier to do something which is prohibited or regulated by the Management Statement.
- (d) If there is a conflict between these By-laws and the Management Statement, the terms of these By-laws must be amended to accord with the Management Statement;
- (e) If a Manager is appointed to manage the Common Property or other parts of the Scheme, Owners and Occupiers must comply with the reasonable directions of the Manager in the administration of these By-laws or the Management Statement.

4 Rights of the Developer during Development Activities

4.1 Rights and obligations of the Developer

The Developer may carry out Development Activities from the date the Scheme is established, without any need for the approval of the other Members, Owners or Occupiers, but subject to the terms of any easements and covenants and to the requirements of any applicable Laws and the requirements of any relevant Government Agency, including:

- (a) carry out building and Development Activities in its discretion;
- (b) carry out demolition work, building and associated work on the Common Property;
- (c) carry out landscaping and associated work with the Common Facilities on the Common Property;
- (d) build, construct or otherwise provide additional facilities on the Common Property in its discretion;
- (e) use any part of the Common Property to exercise its rights under the Management Statement and By-laws;
- (f) have unrestricted access to the Common Property;

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- (g) park motor vehicles and equipment during the period of construction on the Common Property;
- (h) place or attach to the Common Property temporary structures, building materials, cranes and other equipment;
- (i) install and connect Services on the Common Property and connect Services in a Lot to service lines;
- (j) create and/or register easements, rights, profits and/or restrictions on use or a positive covenant for the efficient use of a Lot;
- (k) lock or secure any part of the Common Property; (l) gain access to any relevant restricted areas at any time in any way;
- (m) carry out any and all works permitted in accordance with the Development Approval and build or develop the Common Property and carry out the rights and objectives contemplated by the Management Statement and these By-laws;
- (n) contract or enter into arrangements with third parties for the purposes of carrying out any of the matters referred to in this by-law 4.1; and
- (o) carry out the installation and/or creation and/or service and/or upkeep and/or maintenance to the extent required under the applicable laws or subject to the terms of any Easement and covenants.

4.2 Further obligations of the Developer

The Developer must, in carrying out any works or Development Activities:

- (a) properly maintain repair and keep in good condition the Common Property upon completion of the Development Activities or works under by-law 4.1.
- (b) take all reasonable steps to minimise disturbance to Owners and Occupiers while exercising the rights of the Developer under by-law 4.1.
- (c) leave the Common Property tidy upon completion of the Development Activities or works under by-law 4.1,

4.3 Rights of access of the Developer

The Developer may gain access to any restricted use area through the Common Property throughout the duration of works and Development Activities or any building works related to the Scheme

4.4 Marketing

The Developer may, for the purpose of selling or leasing Lots, do the following activities on or the Common Property or Lots that it owns:

- (a) erect or place marketing or leasing or advertising signs;
- (b) conduct any real estate activities, without limitation, sales auctions and leasing; and

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- (c) allow other Owner or Occupiers to place marketing or leasing or advertising signs as agreed under separate arrangements or agreements with the relevant Owner or Occupier.

4.5 Sales Display

The Developer may use any unit or Lot it owns or the Common Property for its own use for a sales display.

4.6 No Interference

The Body Corporate, Owners and Occupiers of a Lot must not interfere with or prevent the Developer from exercising its rights under this by-law.

4.7 Maintenance

The Developer must maintain and repair any parts of the Common Property for which the Developer has exclusive or restricted use rights under this by-law.

4.8 Maintaining the Common Property not subject to this section

The Body Corporate must levy its Members for the costs of maintaining the Common Property, but only those areas of the Common Property which are not payable and the responsibility of the Developer (as applicable to the Development Activities at the time Development Activities are being undertaken) under this by-law.

5. The By-laws and default by-laws

5.1 Owners and Occupiers bound

An Owner or Occupier of a Lot within the Scheme and their invitees agree to comply with the default by-laws under Schedule 1 of the Community Title Act, and the default by-laws form part of the By-laws of the Scheme.

5.2 Inconsistency

If there is an inconsistency between these By-laws as registered with the Scheme and the default by-laws under Schedule 1 of the Community Title Act, then these By-laws prevail.

5.3 Additional rules

(a) The Body Corporate may make, amend and at any time add rules for the control, management, operation, use and enjoyment of the Common Property and the Scheme in accordance with the Community Title Act. (b) The rules bind Owners and Occupiers.

6. Common Property

6.1 Obstruction on the Common Property

An Owner or Occupier and any invitees must not obstruct lawful use of Common Property by any person.

6.2 Damage to lawns, plants, lighting on the Common Property

An Owner or Occupier and any invitees must not:

- (a) damage any Common Property including any lawn, garden, tree, shrub, plant, flower or light or lighting fixture being part of or situated on Common Property; or
- (b) use for his or her own purposes any portion of the Common Property as a garden.

6.3 Damage to Common Property

- (a) An Owner or Occupier and any invitees must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the prior written approval of the Body Corporate.
- (b) An approval given by the Body Corporate under by-law 6.3(a) cannot authorise any additions to the Common Property.
- (c) By-law 6.3(a) does not prevent an Owner or person authorised by the Owner from installing:
 - (i) any locking or other safety device for protection of the Owners Lot against intruders; or (ii) any screen or other device to prevent entry of animals or insects on the Lot; or (iii) any structure or device to prevent harm to children; or
 - (iv) any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot, unless the device is likely to affect the operation of fire safety devices in the Lot and provided always that all relevant Laws are complied with.
- (d) Any locking or safety device, screen, deadlock, peephole or other device or structure referred to in by-law 6.3(c) must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the rest of the Scheme.

e The Owner must:

- (i) maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 6.3(c) that forms part of the Common Property and that services the Lot; and
- (ii) repair any damage caused to any part of the Common Property by the installation or removal of any locking or safety device, screen, deadlock, peephole or other device or structure referred to in by-law 6.3(c) that forms part of the Common Property and that services the Lot.

7. Behaviour generally

7.1 Behaviour of Owners and Occupiers

An Owner or Occupier must, when on Common Property, be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to other Owners or Occupiers or to any person lawfully using the Common Property.

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7.2 Children playing on the Common Property

An Owner or Occupier and any invitees must not permit any child under 16 years of age of whom the Owner or Occupier has control (or ought to have control) to play on Common Property within the Scheme or unless accompanied by an adult exercising effective control, to be or to remain on Common Property comprising a laundry, car parking area or other area of possible danger or hazard to children.

7.3 Behaviour of invitees

An Owner or Occupier must take all reasonable steps to ensure that invitees of the Owner or Occupier comply with all By-laws and do not behave in a manner that is dangerous, annoying or offensive, or likely to interfere or disrupt with the peaceful enjoyment of other Owners or Occupiers of any person lawfully using Common Property.

7.4 Noise

An Owner or Occupier and any invitees must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property.

7.5 BBQ Cleaning Obligations

1. An Owner or Occupier who uses the Community BBQ facilities must ensure that the BBQ plates, surrounding surfaces, and any associated equipment are thoroughly cleaned immediately after use.
2. All waste, food scraps, packaging, and other refuse generated during use must be removed and disposed of appropriately in the designated waste enclosures.
3. An Owner or Occupier must not leave the BBQ facilities in a condition that interferes with or detracts from the enjoyment of other Owners or Occupiers who are entitled to use the Common Property or Community Facilities.

8. Waste enclosures and waste generally

8.1 Depositing of rubbish and other materials on Common Property

- (a) An Owner or Occupier and any invitee must not deposit or throw on the Common Property any rubbish, dirt, dust, discarded item or other material likely to interfere with the peaceful enjoyment of the other Owners or Occupiers or any person lawfully using the Common Property.
- (b) An Owner or Occupier must clean up any waste left by pets in the Common Property.

8.2 Waste areas and enclosures

- (a) There are designated shared waste enclosures for use by the Owners or Occupiers.
- (b) Owners and Occupiers must only use the waste enclosures designated for their Lots and must not dump rubbish in areas that are not specifically used for that purpose.

9. Safety and insurances

9.1 Preservation of fire safety

An Owner or Occupier must not do anything or permit any invitees to do anything on the Lot or Common Property that is likely to affect the operation of fire safety devices in the Lot or to reduce the level of fire safety in the Lots or Common Property.

9.2 Storage of flammable liquids and other substances and materials

- (a) An Owner or Occupier must not, except with the prior written approval of the Body Corporate, use or store on the Lot or on the Common Property any inflammable chemical, liquid or gas or other inflammable material.
- (b) By-law 9.2(a) does not apply to chemicals, liquids or gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine, (

9.3 Obligations of Owners and Occupiers in respect to Insurances

- (a) Owners and Occupiers must not at any time do anything that might:
 - (i) void or prejudice any Insurances;
 - or (ii) increase any Insurances premiums,

except with the consent of the Management Committee.

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- (b) If an Owner or Occupier does anything to increase an Insurance premium paid by the Management Committee, the Owner or Occupier must pay the increased amount.
- (c) Each Owner must effect public liability insurance on their own Lot and each owner of a Unit within a Units Plan registered on a Lot within the Scheme is responsible public liability insurance in respect to that Unit.

10. Appearance of Lots

10.1 Appearance of Lot

The Owner or Occupier must not store or display any item in a Lot or balcony which is visible from outside that, when viewed, is not in keeping with the rest of the Scheme.

10.2 Drying of laundry items

An Owner or Occupier must not hang any washing, clothing, towel, bedding or other article on any part of the parcel in such a way as to be visible from outside the Lot or visible to any parts of the Common Property.

10.3 Signage etc.

The Management Statement and other agreements with third parties may contain provisions regulating signage and the use of signage within the Scheme. An Owner or Occupier must comply with the Management Statement in regard to signage and the erection of signage on any part of that Owner or Occupier's Lot, Unit or on the Common Property.

11. Planning compliance and leasing requirements

11.1 Compliance with Laws

- (a) An Owner or Occupier must ensure that the Lot is not used for any purpose that is prohibited by any Laws.
- (b) An Owner or Occupier must ensure that the Lot is not occupied by more persons than are allowed by Law to occupy the Lot.

11.2 Leasing

- (a) An Owner or Occupier must ensure that:
 - (i) the letting of any Unit is recorded under the terms of a residential lease under the relevant residential tenancies legislation;
 - (ii) any leasing agent is made aware of any restrictions on use imposed on the leasing of the Unit for residential use, whether under these By-laws or pursuant to the planning instruments of the Territory or any other Laws;
 - (iii) all reasonable endeavours are taken to ensure compliance with any restrictions on use referred to in this by-law 11;
 - (iv) that a copy of these By-laws and the Management Statement are attached to any residential lease.

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- (b) Residential Units must only be used by Owners or Occupiers as residential use or by leasing subject to residential tenancies legislation. Other short term uses such as temporary rental of rooms, serviced apartments, and backpacker use are not permitted.

12 Notices

12.1 Service of documents

A document may be served by electronic means if the person has given the Body Corporate an email address for the service of notices and the document is sent to that address.

13. Services

13.1 Provision of Services

The Body Corporate may by Special Resolution, determine to enter into arrangements for the provision of the following services to one or more of the Lots, or to the Owners or Occupiers:

- (a) window cleaning;
- (b) garbage disposal and recycling services;
- (c) electricity, water or other service supply; and
- (d) telecommunications services (for example, cable television)

13.2 Fees for Services

If the Body Corporate makes a resolution referred to in by-law 13.1 to provide a service to a Lot or to the Owner or Occupier, it must indicate in the resolution the amount and the conditions on which the service is provided.

13.3 No overloading

An Owner or Occupier must not overload the electrical facilities provided to that Owner or Occupier's Lot or Unit. If overloading occurs, all costs associated with repairs to the Lot, unit or the Scheme are the sole responsibility of the party causing the overload.

14. Vehicles, storage and carparking

14.1 Vehicles

An Owner or Occupier and any invitees must not park or stand any motor vehicle or other vehicle on Common Property (except with the prior written approval of the Body Corporate).

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14.2 Use of carparking spaces on the Common Property

- (a) Carparking spaces may be designated and form part of the Common Property within the Scheme.
- (b) To avoid doubt, separate carparking spaces may also exist within and form part of a Units Plan, and these carparking spaces may be individually leased by the Occupier of a Unit or used by invitees of the Occupier, subject to any applicable Laws and the rules of the Owners Corporation for the relevant Units Plan.
- (c) Carparking spaces designated on the Common Property form part of the Common Property and may be subject to an exclusive use by-law, which allows a particular Occupier or Owner exclusive use of the carparking space area

14.3 Storage of bicycles

An Owner or Occupier must not permit any bicycle to be left or stored in or otherwise remain on any part of the Common Property.

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Signing page

EXECUTED as an agreement.

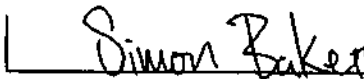
Signed for and on behalf of the Planning and Land Authority by its duly authorised delegate in the presence of



Signature of witness



Signature of delegate



Name of witness (print)



Name of delegate (print)



Position of delegate (print)

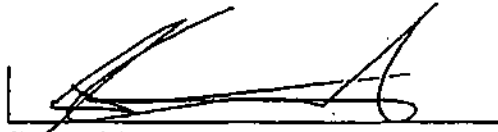
Executed by CBR Developments 2 (Watson)
Pty Ltd ACN 624 361 057 jn accordance with

NØRREBRO
WATSON

Section 127 of the Corporations Act 2001



Signature of director
Section 127 of the Corporations Act 2001



Signature of director/company secretary

Signature of director/company secretary

(Please delete as applicable)

ADAM LAIRD HOWARTH

Name of director (print)

SANTHAN TANKESICHA

Name of director/company secretary (print)

Date of these By-laws:

ME 168862942 4



LEASE CONVEYANCING ENQUIRY

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

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

Unit	46	Block	1	Section	122	Suburb	WATSON
-------------	-----------	--------------	----------	----------------	------------	---------------	---------------

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

	No	Yes
1. Have any notices been issued relating to the Crown Lease?	(X)	()
2. Is the Lessor aware of any notice of a breach of the Crown Lease?	(X)	()
3. Has a Certificate of Compliance been issued? <div style="margin-left: 200px;">(N/A ex-Government House) N/A</div> <div style="margin-left: 50px;">Certificate Number: Dated:</div>	()	()

Please Note: There are no development covenants within the latest Units Plan, therefore a Compliance Certificate is not applicable.

4. Has an application for Subdivision been received under the Unit Titles Act?	(see report)
5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004?	(see report)
6. If an application has been determined, is the land subject to an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007, or part 6.3 of the Planning Act 2023?	(see report)
7. Has a development application been received, or approval (applications lodged prior to 2 April 1992 will not be included)?	(see report)
8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included)	(see report)
9. Has an Order been made in respect of the Land pursuant to Part 11.3 of the Planning & Development Act 2007 or Part 12.3 of the Planning Act 2023?	(see report)
10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land?	(see report)

Applicant's Name : Info Track
 E-mail Address : actenquiries@infotrack.com.au
 Client Reference : 3105CVL - 195009585

Date: 21-MAY-26 15:52:29



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

21-MAY-2026 15:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

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INFORMATION ABOUT THE PROPERTY

WATSON Section 122/Block 1/Unit 46

Building Class: A

Area(m2): 2,846.7

Unimproved Value: \$3,900,000

Year: 2024

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 DA202442860 **Lodged** 20-JUN-24 **Type** See Subclass

-- Application Details -----

Description

PLANNING ACT 2023 - PROPOSAL FOR LEASE VARIATION - Amend clause 3(g) relating to Waste and Storage - Rights/Access for Blocks 1 & 12 Section 122 Watson and add waste and storage access rights for Block 17 Section 122 Watson.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Watson	122	1-1	
Canberra Central	Watson	122	12-12	
Canberra Central	Watson	122	17-17	

-- Involved Parties -----

Role	Name
Lessee	The Owners - Units Plan No 15,
Lessee	Hti Watson Pty Limited
Applicant	Canberra Town Planning Pty Ltd

-- Activities -----

Activity Name	Status
Standard	Approval Conditional

Application DA202342385 **Lodged** 11-DEC-23 **Type** See Subclass

-- Application Details -----

Description

PLANNING & DEVELOPMENT ACT 2007 - PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT - proposed extension to the existing childcare, alterations to internal amenities and staff areas, outdoor landscaping and associated works.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Watson	122	1-1	

-- Involved Parties -----

Role	Name
Lessee	Hti Watson Pty Ltd
Applicant	Canberra Town Planning Pty Ltd

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



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Application DA202138745 **Lodged** 18-JUN-21 **Type** See Subclass

-- Application Details -----

Description

LEASE VARIATION - Consolidation of blocks 13, 14 and 15 and creation of service and waste easements. Realignment of the waste easement in block 1. Realignment of the Access easement within block 2. Realignment of the boundary between block 3 and 15 and creation of a public access easement. Realignment of the boundary between block 4 and 15. Subdivision of the Crown lease to create separate leases over the individual blocks. Signage on block 16.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Watson	122	1-1	
Canberra Central	Watson	122	2-2	
Canberra Central	Watson	122	3-3	
Canberra Central	Watson	122	4-4	
Canberra Central	Watson	122	5-5	
Canberra Central	Watson	122	6-6	
Canberra Central	Watson	122	12-12	
Canberra Central	Watson	122	13-13	
Canberra Central	Watson	122	14-14	
Canberra Central	Watson	122	15-15	
Canberra Central	Watson	122	16-16	

-- Involved Parties -----

Role	Name
Lessee	Hti Watson Pty Limited
Lessee	The Body Corporate - Community
Applicant	Canberra Town Planning Pty Ltd
Representor	Meani, William

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



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Application DA202037637 **Lodged** 15-SEP-20 **Type** See Subclass

-- Application Details -----

Description

LEASE VARIATION - To vary the leases of blocks 1 - 15 by relocating the easement for access through block 8.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Watson	122	1-1	
Canberra Central	Watson	122	7-7	
Canberra Central	Watson	122	8-8	
Canberra Central	Watson	122	9-9	
Canberra Central	Watson	122	10-10	
Canberra Central	Watson	122	11-11	

-- Involved Parties -----

Role	Name
Lessee	Hti Group Pty Ltd
Applicant	Canberra Town Planning Pty Ltd

-- Activities -----

Activity Name	Status
Code Track	Approval Conditional



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Application DA201630707 **Lodged** 13-DEC-16 **Type** See Subclass

-- Application Details -----

Description

AMENDMENT TO APPROVED DA201630707-S197X. Amendment to the development application for demolition of existing building and ancillary infrastructure, staged construction of a mixed use development comprising of residential, childcare centre, retail and community facilities, landscaping and associated works and Lease variation - Amendment to Building C only including building façade and layout, alteration to building design, increase in dwelling yield from 67 to 81 dwellings, basement configuration changes, amendments to elevations, landscape changes, and general on-site arrangement and programme changes resulting from the amendments.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Watson	64	2-2	
Canberra Central	Watson	122	1-1	

-- Involved Parties -----

Role	Name
-------------	-------------



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Application DA201630707 **Lodged** 13-DEC-16 **Type** See Subclass

Lessee	Hti Watson Pty Limited
Applicant	Canberra Town Planning Pty Ltd
Representor	William Meani
Representor	David Webster
Representor	Megan Mears
Representor	Clinton Jones
Representor	Susan Johnson
Representor	Emily Jones
Representor	Ashley Barber
Representor	Linda Wilson
Representor	Tina Wilson
Representor	Lynda Dyer
Representor	Shao Jun Lu
Representor	Kate Chetty
Representor	Rajesh Chetty
Representor	Joseph Bggerstaff
Representor	Jacqieline Tucker
Representor	Tomislav Vatavuk
Representor	Watson Community Association I
Representor	Samuel Cornell
Representor	Adam Flanagan
Representor	Sarah Gestier-Garstang
Representor	Webster, Adrian
Representor	Riches, Ben
Representor	Meani, William
Representor	Anderson, Jennifer
Representor	Chalk, W
Representor	05-Confidential Representation
Representor	Scully, Graham
Representor	Erson-Smythe, Matthew
Representor	Townson, Thomas
Representor	Mahmud, Mohammad
Representor	Subramaiah, Arvin
Representor	Callahan, Jane

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



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Application DA201018608 **Lodged** 17-AUG-10 **Type** See Subclass

-- Application Details -----

Description

NONR-NEW BUILDING-PUMP ROOM. Proposal is for the erection of a new pump room close to Aspinall Street. It will be used for fire services for the television station.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Watson	64	2-2	
Canberra Central	Watson	122	1-16	

-- Involved Parties -----

Role	Name
Lessee	Australian Capital Television
Applicant	Valetta Projects Pty Ltd

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional

Application DA200801414 **Lodged** 25-MAR-08 **Type** Non-residential

-- Application Details -----

Description

Nonr Commercial - Proposed external alterations to Southern Cross Ten, including: - new external door openings created and installed at ground level; - new windows installed at upper level and ground floor (west elevation); - antenna dishes (2) relocated from upper floor to roof top; and - ACTEW substations installed within western boundary.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Watson	64	2-2	
Canberra Central	Watson	122	1-16	

-- Involved Parties -----

Role	Name
Applicant	Australian Capital Television
Lessee	Australian Capital Television

-- Activities -----

Activity Name	Status
Da - No Notification	Approval Conditional



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**PLANNING AND LEASE MANAGER (PaLM)
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Application DA200702494 **Lodged** 30-NOV-07 **Type** Non-residential

-- Application Details -----

Description

NONR-NEW COMMERCIAL BUILDING-SOUTHERN CROSS TEN BROADCASTING. Construction of new single storey commercial building next to the existing building.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Watson	64	2-2	
Canberra Central	Watson	122	1-16	
Canberra Central	Watson	122	17-19	

-- Involved Parties -----

Role	Name
Applicant	Collard Clarke Jackson Archite
Lessee	Australian Capital Television

-- Activities -----

Activity Name	Status
Da - Public Notification	Withdrawn

Application DA20022229 **Lodged** 21-MAY-02 **Type** Non-residential

-- Application Details -----

Description

Ten Capital - Fibreglass shield

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Watson	64	2-2	
Canberra Central	Watson	122	1-16	
Canberra Central	Watson	122	17-19	

-- Involved Parties -----

Role	Name
Applicant	Australian Capital Television
Lessee	Australian Capital Television
Contact	New

-- Activities -----

Activity Name	Status
Da - (Dap)	Approved



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DEVELOPMENT SOLUTIONS BRANCH
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**PLANNING AND LEASE MANAGER (PaLM)
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Application DA975207 **Lodged** 23-DEC-97 **Type** Non-residential

-- Application Details -----

Description

REMOVAL OF EIGHT UNDERGROUND STORAGE TANKS FOLLOWING NSW EPA GUIDELINES. CPS PETROLEUM SERVICES GOULBURN HAVE BEEN CONTRACTED FOR REMOVAL AND DISPOSAL AND WOODWARD-CLYDE WILL CARRY OUT SITE TESTING ADN VALIDATION.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Watson	64	2-2	
Canberra Central	Watson	122	1-16	
Canberra Central	Watson	122	17-19	

-- Involved Parties -----

Role	Name
Applicant	Australian Capital Television
Lessee	Australian Capital Television
Contact	New

-- Activities -----

Activity Name	Status
Da - With Dap. (Level 2)	Approval Conditional

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

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

Sect	Blk	DA No.	Description	Overlay Policy	Status
122	17	202442860	PLANNING ACT 2023 - PROPOSAL FOR LEASE VARIATION - Amend clause 3(g) relating to Waste and Storage - Rights/Access for Blocks 1 & 12 Section 122 Watson and add waste and storage access rights for Block 17 Section 122 Watson.	Approval Conditional	01-AUG-24
122	12	202442860	PLANNING ACT 2023 - PROPOSAL FOR LEASE VARIATION - Amend clause 3(g) relating to Waste and Storage - Rights/Access for Blocks 1 & 12 Section 122 Watson and	Approval Conditional	01-AUG-24



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122 12

add waste and storage access rights for Block
17 Section 122 Watson.

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

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

---- END OF REPORT ----

20 May 2026

Units Plan No. 16480
Registered for GST

ABN 63 768 802 353

Tax Invoice

Blake Davis

Ref

Re Lot 46 Units Plan No. 16480

Fee 342.00 Paid

Above Fee includes GST

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

The Owners - Units Plan No. 16480

Unit No: 46 Lot No: 46

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: **114**
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	Joseph Kwon	57/1 Buninyong Street WATSON ACT 2602
Secretary	Bradley James Burgess	19/3 Buninyong Street WATSON ACT 2602
Treasurer	Konrad Dudek-Bylinski	58/1 Buninyong Street WATSON ACT 2602
Committee	Jack Murray Bouchier	67/1 Buninyong Street WATSON ACT 2602
	Roger Weerasooriya	6/3 Buninyong Street WATSON ACT 2602
	Ji Mikusek	63/1 Buninyong Street WATSON ACT 2602

Funds Details

Contributions payable to Administration Fund:

Total amount last determined with respect of the unit **\$2,408.76**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/12/25 to 28/02/26	547.44	01/12/25	27/02/26	0.00	01/12/25
01/03/26 to 31/05/26	620.44	28/02/26	27/02/26	0.00	28/02/26
01/06/26 to 31/08/26	620.44	30/07/26		0.00	30/07/26
01/09/26 to 30/11/26	620.44	30/10/26		0.00	30/10/26

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 16480 - Unit 46

Amount (if any) outstanding (credit shown with -) **(\$556.59)**

Paid to **31/05/26**

Special contributions payable to Administration Fund:

Purpose	Amount	Due Date	Date Paid	Discount	If Paid By
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Amount (if any) outstanding (credit shown with -) **Nil**

Contributions payable to Sinking Fund:

Total amount last determined with respect of the unit **\$567.60**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/12/25 to 31/05/26	189.20	28/02/26	27/02/26	0.00	28/02/26
01/06/26 to 31/08/26	189.20	30/07/26		0.00	30/07/26
01/09/26 to 30/11/26	189.20	30/10/26		0.00	30/10/26

Amount (if any) outstanding (credit shown with -) **Nil**

Paid to **31/05/26**

Special contributions payable to Sinking Fund:

Purpose	Amount	Due Date	Date Paid	Discount	If Paid By
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Amount (if any) outstanding (credit shown with -) **Nil**

Other Levies

Purpose	Period	Amount	Due Date	Date Paid	Discount	If Paid By
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Amount (if any) outstanding (credit shown with -) **Nil**

Other amounts owing

Purpose	Fund	Amount	Interest Owing Due Date	Amount Due
Rate of interest payable		10.00 per cent		Nil

Amount (if any) outstanding (credit shown with -) **Nil**

Total amount due and payable as at the date of this Certificate (credit shown with -): **(\$556.59)**

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 16480 - Unit 46

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	HU0006136782	26,780,000.00	11/11/26	04/12/25	34,268.86
<i>LOSS OF RENT</i> CHU UNDERWRITING AGENCIES	HU0006136782	4,017,000.00	11/11/26	04/12/25	Included
<i>PUBLIC LIABILITY</i> CHU UNDERWRITING AGENCIES	HU0006136782	20,000,000.00	11/11/26	04/12/25	Included
<i>FIDELITY GUARANTEE</i> CHU UNDERWRITING AGENCIES	HU0006136782	100,000.00	11/11/26	04/12/25	Included
<i>OFFICE BEARERS</i> CHU UNDERWRITING AGENCIES	HU0006136782	5,000,000.00	11/11/26	04/12/25	Included
<i>VOLUNTARY WORKERS</i> CHU UNDERWRITING AGENCIES	HU0006136782	\$200,00/2,000	11/11/26	04/12/25	Included
<i>GOVT AUDIT COSTS</i> CHU UNDERWRITING AGENCIES	HU0006136782	25,000.00	11/11/26	04/12/25	Included
<i>LEGAL EXPENSES</i> CHU UNDERWRITING AGENCIES	HU0006136782	50,000.00	11/11/26	04/12/25	Included
<i>WORKPLACE H&S</i> CHU UNDERWRITING AGENCIES	HU0006136782	100,000.00	11/11/26	04/12/25	Included
<i>LOT OWNERS IMPROVE</i> CHU UNDERWRITING AGENCIES	HU0006136782	250,000.00	11/11/26	04/12/25	Included
<i>FLOOD</i> CHU UNDERWRITING AGENCIES	HU0006136782	Included	11/11/26	04/12/25	Included

Fund Balances

Balances as at: 20 May 2026

Administrative Fund	9,417.57
Sinking Fund	15,088.01

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.

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 16480 - Unit 46

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. 16480 - Unit 46

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 **20 May 2026**

Sinking Fund Plan

Norrebro Block A

1-3 Buninyong Street, Watson, ACT 2602

Scheme Number: 16480



COMPILED BY VON HARAMINA

**On 6 June 2025 for the
15 Years Commencing: 1 December 2024
QIA Job Reference Number: 221853**

Professional Indemnity Insurance Policy Number 1411189338 PLP
© QIA Group Pty Ltd

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INTRODUCTION

We have estimated that the Sinking Fund Levies as proposed in this report will be adequate to accumulate sufficient funds to meet anticipated long term costs, with essentially only an adjustment for inflation being required.

LOCATION

1-3 Buninyong Street, Watson, ACT 2602

REPORT SUMMARY

We have estimated that the Sinking Fund Levies as proposed in this report will be adequate to accumulate sufficient funds to meet anticipated long term costs, with essentially only an adjustment for inflation being required.

We recommend that the Sinking Fund Report be regularly updated to ensure that an accurate assessment of how the scheme land, building and facilities are aging and to incorporate into the Report any major changes brought about by legislation, or pricing.

The Sinking Fund Levy per entitlement already set is:	\$0.00
Number of Lot/Unit Entitlements:	10000
Opening Balance:	\$0.00
The proposed Sinking Fund Levy per entitlement is:	\$4.56

METHODOLOGY

The nominal forecast period of this report is 15 years and the costs anticipated during each of the years are detailed line by line on a yearly basis. The nominal time frame of the Report is to a large extent driven by the fact that many elements in a building's structure have a life beyond 15 years. Therefore an amount has been taken up for each item that would require replacement or substantial repair outside of the 15 year forecast period to account for these anticipated expenses. The basis for the accrual of these funds is that Owners use or consume the common property during their period of ownership and so are responsible for funding their eventual replacement. The manner in which the land, buildings and facilities actually age cannot be accurately determined without regular inspections which take into account the size, location and use of the scheme.

The report will generally categorise costs as follows:

1. Costs that occur in a predictable timeframe, in one tranche or as one project and within the 15 years forecast – a typical example of this kind of cost may be external painting or external door replacement. These items are generally described as straight costs e.g. repaint building or replace door.
2. Costs that occur in a predictable timeframe, in several tranches within the 15 years forecast – a typical example of this kind of cost may be boundary fence replacement, light fitting replacements or tree removal/lopping. These costs are generally described as an ongoing or partial replacement or provision cost.
3. Costs that occur in a predictable timeframe in one tranche or multiple tranches but will be outside the 15 years forecast – a typical example of this would be driveway resurfacing, gutter or downpipe replacements. These costs will only appear as annual accruals in the **Itemised Accruals by Year** section of the report, or may appear as a “partial” provision if there is a need for some allowance in the duration of the report.
4. Costs that are not predictable and may occur in one tranche or multiple tranches – a typical example of this cost is a burst water pipe. These costs are generally shown in the report as a repairs and replacement cost or an allowance.

The levy income has been determined by forecasting the expenditure requirement to replace or renew assets or finishes that have an effective life and making an allowance for items that do not have a finite lifespan. The levy income is initially increased each year by a variable inflationary factor to smooth the effects of major cost fluctuations given the initial fund balance and income.

No allowance has been made for interest receivable on the Sinking Fund Account, possible bank charges or tax obligations arising from bank interest.

Future replacement costs have been calculated by assessing the current replacement cost for each item to a standard the same or better than the original. These anticipated costs are increased each year at a rate of 5.0% per annum, this rate is reflective of building price indices which are historically higher than the general inflation rate. A contingency of 10.0% per annum has been applied to anticipated costs and it is applied to each individual cost in the year the cost (e.g. painting) is expected to occur (e.g. 2035), the contingency rate is not an annual compounding cost.

The effective life for each item identified is based on its material effective life, therefore no consideration has been made for the economic life of plant, equipment, finishes or upgrades.

We have included a line item called Capital Replacement – General which is a yearly provision for unforeseen and/or unknown capital costs and expenses. This provision will allow Owners to expend funds on items which are not specifically allowed for, without the need to call an Extraordinary General Meeting to raise a special levy to pay for those otherwise unspecified items.

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

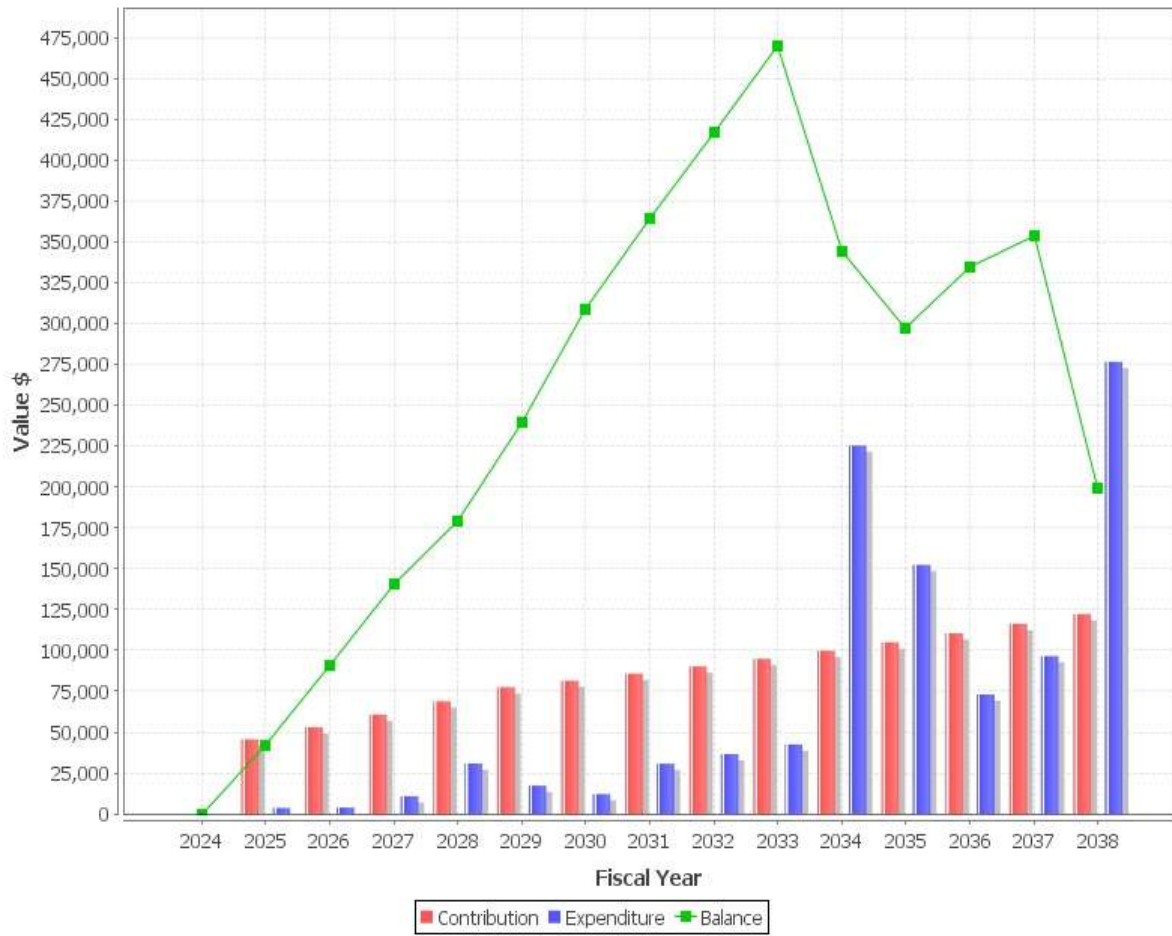
No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

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

SINKING FUND FINANCIAL SUMMARY

Year		Opening Balance	Income		Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	01/12/2024	\$0	\$0	\$0.00	\$0	\$0
2	01/12/2025	\$0	\$45,624	\$4.56	\$3,642	\$41,982
3	01/12/2026	\$41,982	\$52,996	\$5.30	\$3,824	\$91,154
4	01/12/2027	\$91,154	\$60,752	\$6.08	\$10,754	\$141,152
5	01/12/2028	\$141,152	\$68,911	\$6.89	\$30,816	\$179,248
6	01/12/2029	\$179,248	\$77,494	\$7.75	\$17,247	\$239,494
7	01/12/2030	\$239,494	\$81,524	\$8.15	\$12,161	\$308,857
8	01/12/2031	\$308,857	\$85,763	\$8.58	\$30,699	\$363,921
9	01/12/2032	\$363,921	\$90,223	\$9.02	\$36,579	\$417,565
10	01/12/2033	\$417,565	\$94,914	\$9.49	\$42,476	\$470,003
11	01/12/2034	\$470,003	\$99,850	\$9.98	\$225,444	\$344,408
12	01/12/2035	\$344,408	\$105,042	\$10.50	\$152,431	\$297,019
13	01/12/2036	\$297,019	\$110,504	\$11.05	\$73,126	\$334,397
14	01/12/2037	\$334,397	\$116,250	\$11.63	\$96,618	\$354,029
15	01/12/2038	\$354,029	\$122,295	\$12.23	\$276,717	\$199,608

SINKING FUND FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

December 2025	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$3,642
<u>Total Forecast Expenditure for year - December 2025 (Inc GST):</u>	<u>\$3,642</u>
Includes GST amount of :	\$331
December 2026	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$3,824
<u>Total Forecast Expenditure for year - December 2026 (Inc GST):</u>	<u>\$3,824</u>
Includes GST amount of :	\$348
December 2027	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$4,015
FIRE PROTECTION SYSTEMS	
- Provision to replace portable fire extinguishers	\$6,739
<u>Total Forecast Expenditure for year - December 2027 (Inc GST):</u>	<u>\$10,754</u>
Includes GST amount of :	\$978
December 2028	Expense Inc GST
SUPERSTRUCTURE	
- Repaint vent/downpipes	\$6,486
- Capital Replacement - General	\$4,216

BASEMENT

- Provision for CO sensor replacement/monitor \$1,784
- Maintain/repair main garage doors running gear \$1,483

FURNITURE & FITTINGS

- Install/Replace sensors/exits/emergency lighting \$5,932
- Provision to upgrade keypads/swipe readers \$2,545
- Provision to upgrade security cameras & associated equipment \$1,876
- Provision to replace door closers \$1,427

PLANT & EQUIPMENT

- Maintenance, repairs to waste compactors/chutes/doors/hoppers \$5,068

Total Forecast Expenditure for year - December 2028 (Inc GST): \$30,816

Includes GST amount of : \$2,801

December 2029	Expense Inc GST
----------------------	--------------------

SUPERSTRUCTURE

- Replace window fixtures and fittings \$1,625
- Provision to replace balustrade/handrail fixings \$1,164
- Capital Replacement - General \$4,427

DRIVEWAYS, PATHWAYS & PARKING

- Maintain pathways 10% of total \$3,794

EXTERNAL WORKS

- Maintain common pipework \$3,330

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$1,091
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- Provision to replace door hardware	\$1,816
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<u>Total Forecast Expenditure for year - December 2029 (Inc GST):</u>	<u>\$17,247</u>
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Includes GST amount of :	\$1,568
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December 2030

Expense
Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$4,648
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DRIVEWAYS, PATHWAYS & PARKING

- Provision to replace wheel stops	\$726
------------------------------------	-------

ENTRY FOYER

- Maintain floor tiles	\$1,029
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FIRE PROTECTION SYSTEMS

- Provision to replace fire hose reels	\$2,786
--	---------

LOBBIES

- Maintain floor tiles	\$650
------------------------	-------

PLANT & EQUIPMENT

- Replace ozone generator	\$2,322
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<u>Total Forecast Expenditure for year - December 2030 (Inc GST):</u>	<u>\$12,161</u>
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Includes GST amount of :	\$1,106
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December 2031

Expense
Inc GST

SUPERSTRUCTURE

- Maintain balcony/verandah floor tiles	\$2,515
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- Capital Replacement - General	\$4,880
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BASEMENT

- Replace exhaust/supply fans incl. HVAC monitor/variable driver \$10,762

FURNITURE & FITTINGS

- Install/Replace sensors/exits/emergency lighting \$6,866

- Provision to replace door closers \$1,652

PLANT & EQUIPMENT

- Replace sani pump \$4,022

Total Forecast Expenditure for year - December 2031 (Inc GST): \$30,699

Includes GST amount of : \$2,791

December 2032	Expense Inc GST
---------------	--------------------

SUPERSTRUCTURE

- Replace window fixtures and fittings \$1,881

- Provision to replace balustrade/handrail fixings \$1,348

- Capital Replacement - General \$5,125

BASEMENT

- Replace main garage door motors \$4,949

DRIVEWAYS, PATHWAYS & PARKING

- Maintain pathways 10% of total \$4,392

FURNITURE & FITTINGS

- Provision to upgrade security cameras & associated equipment \$2,281

FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$8,601
- Replace jacking/sprinkler pump	\$5,409
- Provision to replace pressure tank	\$887
- Provision to replace hydrant valve assemblies & seals	\$1,706
<u>Total Forecast Expenditure for year - December 2032 (Inc GST):</u>	<u>\$36,579</u>
Includes GST amount of :	\$3,325

December 2033	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$5,381
---------------------------------	---------

BASEMENT

- Provision for CO sensor replacement/monitor	\$2,276
---	---------

EXTERNAL WORKS

- Maintain bin enclosure	\$2,849
- Service/repair/replace bin enclosure roller shutter door & motor in 25 years (partial accrual) 25%	\$7,203

FURNITURE & FITTINGS

- Provision to upgrade keypads/swipe readers	\$3,248
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ROOF

- Provision to maintain roof fixtures and flashings	\$15,051
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PLANT & EQUIPMENT

- Maintenance, repairs to waste compactors/chutes/doors/hoppers	\$6,468
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<u>Total Forecast Expenditure for year - December 2033 (Inc GST):</u>	<u>\$42,476</u>
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Includes GST amount of :	\$3,861
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December 2034	Expense Inc GST
SUPERSTRUCTURE	
- Repaint buildings	\$10,818
- Repaint balcony/verandah ceilings	\$22,059
- Scaffold/access equip allowance	\$20,592
- Repaint door face	\$1,355
- Capital Replacement - General	\$5,650
BASEMENT	
- Replace exhaust/supply fans incl. HVAC monitor/variable driver	\$12,458
- Repaint line marking	\$9,215
- Repaint door face	\$339
- Maintain/repair main garage doors running gear	\$1,987
DRIVEWAYS, PATHWAYS & PARKING	
- Maintain driveway 3% of total	\$4,774
- Maintain/repaint bollards	\$975
- Provision to replace wheel stops	\$882
ENTRY FOYER	
- Repaint walls	\$5,625
- Repaint ceiling	\$2,683
- Maintain floor tiles	\$1,251

FURNITURE & FITTINGS

- Maintain signage	\$1,750
- Install/Replace sensors/exits/emergency lighting	\$7,949
- Ongoing partial replacement of exterior lighting	\$1,392
- Provision to upgrade intercom systems, handsets & associated equipment in 15 years (partial accrual) 20%	\$9,691
- Provision to replace door closers	\$1,912

FIRE PROTECTION SYSTEMS

- Overhaul hydrant/sprinkler booster pumps and controllers 15 years (partial accrual) 20%	\$3,198
- Provision to upgrade Fire Panel & associated detection equipment 15 years (partial accrual) 20%	\$16,660

LOBBIES

- Repaint walls	\$39,377
- Repaint ceiling	\$16,876
- Repaint door face	\$19,769
- Maintain floor tiles	\$790

STAIRWELL

- Repaint door face	\$5,418
---------------------	---------

Total Forecast Expenditure for year - December 2034 (Inc GST): \$225,444

Includes GST amount of : \$20,495

December 2035	Expense Inc GST
SUPERSTRUCTURE	
- Replace window fixtures and fittings	\$2,178
- Provision to replace balustrade/handrail fixings	\$1,560
- Maintain balcony/verandah floor tiles	\$3,057
- Capital Replacement - General	\$5,932
BASEMENT	
- Replace stormwater pumps	\$5,452
DRIVEWAYS, PATHWAYS & PARKING	
- Maintain pathways 10% of total	\$5,085
ENTRY FOYER	
- Replace carpet	\$5,689
FURNITURE & FITTINGS	
- Provision to upgrade intercom systems, handsets & associated equipment in 15 years (partial accrual) 20%	\$10,176
FIRE PROTECTION SYSTEMS	
- Overhaul hydrant/sprinkler booster pumps and controllers 15 years (partial accrual) 20%	\$3,358
- Provision to upgrade Fire Panel & associated detection equipment 15 years (partial accrual) 20%	\$17,493
LOBBIES	
- Replace carpet	\$92,451
<u>Total Forecast Expenditure for year - December 2035 (Inc GST):</u>	<u>\$152,431</u>
Includes GST amount of :	\$13,857

December 2036		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$6,229
BASEMENT		
- Maintain ventilation ducting		\$1,176
EXTERNAL WORKS		
- Maintain common pipework		\$4,686
FURNITURE & FITTINGS		
- Provision to upgrade security cameras & associated equipment		\$2,772
- Provision to upgrade intercom systems, handsets & associated equipment in 15 years (partial accrual) 20%		\$10,684
- Provision to replace door hardware		\$2,555
FIRE PROTECTION SYSTEMS		
- Overhaul hydrant/sprinkler booster pumps and controllers 15 years (partial accrual) 20%		\$3,526
- Provision to upgrade Fire Panel & associated detection equipment 15 years (partial accrual) 20%		\$18,367
ROOF		
- Provision partial balcony membrane replacement		\$17,997
PLANT & EQUIPMENT		
- Replace sani pump		\$5,134
<u>Total Forecast Expenditure for year - December 2036 (Inc GST):</u>		<u>\$73,126</u>
Includes GST amount of :		\$6,648
December 2037		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$6,540

BASEMENT

- Replace exhaust/supply fans incl. HVAC monitor/variable driver	\$14,422
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DRIVEWAYS, PATHWAYS & PARKING

- Replace traffic mirror	\$762
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FURNITURE & FITTINGS

- Install/Replace sensors/exits/emergency lighting	\$9,202
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- Provision to upgrade intercom systems, handsets & associated equipment in 15 years (partial accrual) 20%	\$11,218
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- Provision to replace door closers	\$2,214
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FIRE PROTECTION SYSTEMS

- Overhaul hydrant/sprinkler booster pumps and controllers 15 years (partial accrual) 20%	\$3,702
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- Provision to upgrade Fire Panel & associated detection equipment 15 years (partial accrual) 20%	\$19,286
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- Provision to replace portable fire extinguishers	\$10,977
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ROOF

- Provision to maintain roof fixtures and flashings	\$18,295
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<u>Total Forecast Expenditure for year - December 2037 (Inc GST):</u>	<u>\$96,618</u>
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Includes GST amount of :	\$8,783
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December 2038	Expense Inc GST
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SUPERSTRUCTURE

- Replace window fixtures and fittings	\$2,521
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- Repaint vent/downpipes	\$10,565
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- Replace external door/frame	\$1,601
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- Provision to replace balustrade/handrail fixings	\$1,806
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- Capital Replacement - General	\$6,867
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BASEMENT

- Provision for CO sensor replacement/monitor	\$2,905
- Provision to replace main garage door in 23 years (partial accrual) 20%	\$3,997
- Replace stormwater pumps	\$6,312

DRIVEWAYS, PATHWAYS & PARKING

- Maintain pathways 10% of total	\$5,886
- Provision to replace wheel stops	\$1,072

ENTRY FOYER

- Maintain floor tiles	\$1,521
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EXTERNAL WORKS

- Service/repair/replace bin enclosure roller shutter door & motor in 25 years (partial accrual) 25%	\$9,193
--	---------

FENCING

- Replace cyclone/mesh fencing in 30 years (partial accrual) 50%	\$5,122
- Provision to replace colorbond fencing in 35 years (partial accrual) 20%	\$3,032
- Replace powder coated baluster fencing in 30 years (partial accrual) 50%	\$7,615

FURNITURE & FITTINGS

- Provision to replace mail boxes (partial accrual) 20%	\$4,034
- Provision to upgrade keypads/swipe readers	\$4,145
- Provision to upgrade intercom systems, handsets & associated equipment in 15 years (partial accrual) 20%	\$11,779

FIRE PROTECTION SYSTEMS

- Overhaul hydrant/sprinkler booster pumps and controllers 15 years (partial accrual) 20%	\$3,888
- Provision to upgrade Fire Panel & associated detection equipment 15 years (partial accrual) 20%	\$20,250

LOBBIES

- Maintain floor tiles	\$960
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ROOF

- Provision to replace guttering in 30 years (partial accrual) 25%	\$5,360
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- Provision to replace down pipes in 30 years (partial accrual) 25%	\$28,428
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PLANT & EQUIPMENT

- Refurbish lifts interior in 25 years (partial accrual) 33%	\$7,547
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- Allowance for mechanical upgrade of lifts in 30 years (partial accrual) 25%	\$108,624
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- Maintenance, repairs to waste compactors/chutes/doors/hoppers	\$8,255
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- Replace ozone generator	\$3,430
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<u>Total Forecast Expenditure for year - December 2038 (Inc GST):</u>	<u>\$276,717</u>
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Includes GST amount of :	\$25,156
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ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
SUPERSTRUCTURE																		
- Repaint buildings	\$5,750	2034	10											10818				
- Repaint balcony/verandah ceilings	\$11,725	2034	10											22059				
- Replace window fixtures and fittings	\$1,102	2029	3						1625			1881			2178			2521
- Repaint vent/downpipes	\$4,620	2028	10					6486										10565
- Scaffold/access equip allowance	\$10,945	2034	10											20592				
- Repaint door face	\$720	2034	10											1355				
- Replace external door/frame	\$700	2038	5															1601
- Provision to replace balustrade/handrail fixings	\$790	2029	3						1164			1348			1560			1806
- Maintain balcony/verandah floor tiles	\$1,548	2031	4								2515				3057			
- Capital Replacement - General	\$3,003	2025	1		3642	3824	4015	4216	4427	4648	4880	5125	5381	5650	5932	6229	6540	6867
BASEMENT																		
- Replace exhaust/supply fans incl. HVAC monitor/variable driver	\$6,622	2031	3								10762			12458			14422	
- Repaint line marking	\$4,898	2034	10											9215				
- Provision for CO sensor replacement/monitor	\$1,270	2028	5					1784					2276					2905
- Maintain ventilation ducting	\$567	2036	5													1176		
- Repaint door face	\$180	2034	10											339				
- Provision to replace main garage door in 23 years (partial accrual) 20%	\$1,748	2038	2															3997
- Maintain/repair main garage doors running gear	\$1,056	2028	6					1483						1987				
- Replace main garage door motors	\$2,900	2032	10									4949						
- Replace stormwater pumps	\$2,760	2035	3												5452			6312

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
DRIVEWAYS, PATHWAYS & PARKING																		
- Maintain pathways 10% of total	\$2,574	2029	3						3794			4392			5085			5886
- Maintain driveway 3% of total	\$2,538	2034	5											4774				
- Maintain/repaint bollards	\$518	2034	10											975				
- Replace traffic mirror	\$350	2037	15														762	
- Provision to replace wheel stops	\$469	2030	4							726				882				1072
ENTRY FOYER																		
- Repaint walls	\$2,990	2034	10											5625				
- Repaint ceiling	\$1,426	2034	10											2683				
- Maintain floor tiles	\$665	2030	4							1029				1251				1521
- Replace carpet	\$2,880	2035	12												5689			
EXTERNAL WORKS																		
- Maintain common pipework	\$2,259	2029	7						3330							4686		
- Maintain bin enclosure	\$1,590	2033	10										2849					
- Service/repair/replace bin enclosure roller shutter door & motor in 25 years (partial accrual) 25%	\$4,020	2033	5										7203					9193
FENCING																		
- Replace cyclone/mesh fencing in 30 years (partial accrual) 50%	\$2,240	2038	15															5122
- Provision to replace colorbond fencing in 35 years (partial accrual) 20%	\$1,326	2038	5															3032
- Replace powder coated baluster fencing in 30 years (partial accrual) 50%	\$3,330	2038	15															7615
FURNITURE & FITTINGS																		
- Maintain signage	\$930	2034	5											1750				
- Provision to replace mail boxes (partial accrual) 20%	\$1,764	2038	2															4034
- Install/Replace sensors/exits/emergency lighting	\$4,225	2028	3					5932			6866			7949			9202	

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
FURNITURE & FITTINGS (CONT.)																		
- Ongoing partial replacement of exterior lighting	\$740	2029	5						1091					1392				
- Provision to upgrade keypads/swipe readers	\$1,812	2028	5					2545					3248					4145
- Provision to upgrade security cameras & associated equipment	\$1,336	2028	4					1876				2281				2772		
- Provision to upgrade intercom systems, handsets & associated equipment in 15 years (partial accrual) 20%	\$5,151	2034	1											9691	10176	10684	11218	11779
- Provision to replace door closers	\$1,016	2028	3					1427			1652			1912			2214	
- Provision to replace door hardware	\$1,232	2029	7						1816							2555		
FIRE PROTECTION SYSTEMS																		
- Overhaul hydrant/sprinkler booster pumps and controllers 15 years (partial accrual) 20%	\$1,700	2034	1											3198	3358	3526	3702	3888
- Provision to upgrade Fire Panel & associated detection equipment 15 years (partial accrual) 20%	\$8,855	2034	1											16660	17493	18367	19286	20250
- Provision to replace fire hose reels	\$1,800	2030	9							2786								
- Provision to replace portable fire extinguishers	\$5,040	2027	5				6739					8601					10977	
- Replace jacking/sprinkler pump	\$3,170	2032	10									5409						
- Provision to replace pressure tank	\$520	2032	10									887						
- Provision to replace hydrant valve assemblies & seals	\$1,000	2032	10									1706						
LOBBIES																		
- Repaint walls	\$20,930	2034	10											39377				
- Repaint ceiling	\$8,970	2034	10											16876				
- Replace carpet	\$46,800	2035	12												92451			
- Repaint door face	\$10,508	2034	10											19769				
- Maintain floor tiles	\$420	2030	4							650				790				960

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
ROOF																		
- Provision to replace guttering in 30 years (partial accrual) 25%	\$2,344	2038	5															5360
- Provision to replace down pipes in 30 years (partial accrual) 25%	\$12,431	2038	5															28428
- Provision partial balcony membrane replacement	\$8,676	2036	5													17997		
- Provision to maintain roof fixtures and flashings	\$8,400	2033	4										15051				18295	
STAIRWELL																		
- Repaint door face	\$2,880	2034	10											5418				
PLANT & EQUIPMENT																		
- Refurbish lifts interior in 25 years (partial accrual) 33%	\$3,300	2038	3															7547
- Allowance for mechanical upgrade of lifts in 30 years (partial accrual) 25%	\$47,500	2038	5															108624
- Replace sani pump	\$2,475	2031	5								4022					5134		
- Maintenance, repairs to waste compactors/chutes/doors/hoppers	\$3,610	2028	5					5068					6468					8255
- Replace ozone generator	\$1,500	2030	8							2322								3430
Total				0	3642	3824	10754	30816	17247	12161	30699	36579	42476	225444	152431	73126	96618	276717
Includes GST amount of				0	331	348	978	2801	1568	1106	2791	3325	3861	20495	13857	6648	8783	25156

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
SUPERSTRUCTURE																		
- Repaint buildings	\$5,750	2034	10	761	1561	2401	3282	4208	5179	6200	7271	8396	9578	10818	1401	2872	4416	6038
- Repaint balcony/verandah ceilings	\$11,725	2034	10	1553	3183	4895	6692	8580	10561	12642	14827	17121	19530	22059	2857	5856	9006	12313
- Replace window fixtures and fittings	\$1,102	2029	3	239	490	753	1030	1320	1625	597	1223	1881	691	1416	2178	800	1639	2521
- Repaint vent/downpipes	\$4,620	2028	10	1174	2406	3700	5059	6486	840	1722	2648	3620	4641	5713	6839	8021	9262	10565
- Scaffold/access equip allowance	\$10,945	2034	10	1449	2971	4569	6247	8009	9859	11801	13841	15982	18231	20592	2667	5467	8407	11494
- Repaint door face	\$720	2034	10	95	196	301	411	527	649	777	911	1052	1200	1355	175	360	553	756
- Replace external door/frame	\$700	2038	5	74	152	234	320	410	505	604	708	818	933	1054	1181	1314	1454	1601
- Provision to replace balustrade/handrail fixings	\$790	2029	3	171	351	539	738	946	1164	428	877	1348	495	1014	1560	573	1174	1806
- Maintain balcony/verandah floor tiles	\$1,548	2031	4	263	540	830	1135	1455	1791	2144	2515	709	1454	2236	3057	862	1767	2717
- Capital Replacement - General	\$3,003	2025	1	1777	3642	3824	4015	4216	4427	4648	4880	5125	5381	5650	5932	6229	6540	6867
BASEMENT																		
- Replace exhaust/supply fans incl. HVAC monitor/variable driver	\$6,622	2031	3	1127	2310	3553	4858	6227	7666	9176	10762	3952	8101	12458	4575	9378	14422	5296
- Repaint line marking	\$4,898	2034	10	649	1330	2045	2796	3584	4412	5281	6194	7152	8158	9215	1193	2446	3762	5144
- Provision for CO sensor replacement/monitor	\$1,270	2028	5	323	662	1018	1392	1784	412	844	1299	1775	2276	526	1078	1657	2266	2905
- Maintain ventilation ducting	\$567	2036	5	66	136	209	286	367	452	541	634	732	835	943	1057	1176	271	556
- Repaint door face	\$180	2034	10	24	49	75	103	132	162	194	228	263	300	339	44	90	138	189
- Provision to replace main garage door in 23 years (partial accrual) 20%	\$1,748	2038	2	185	380	584	798	1024	1260	1508	1769	2042	2330	2632	2948	3281	3630	3997
- Maintain/repair main garage doors running gear	\$1,056	2028	6	268	550	846	1157	1483	292	599	921	1259	1614	1987	391	802	1234	1687
- Replace main garage door motors	\$2,900	2032	10	449	920	1415	1934	2480	3053	3654	4286	4949	641	1314	2020	2762	3541	4359
- Replace stormwater pumps	\$2,760	2035	3	343	702	1080	1476	1893	2330	2789	3271	3777	4308	4866	5452	2002	4105	6312

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
DRIVEWAYS, PATHWAYS & PARKING																		
- Maintain pathways 10% of total	\$2,574	2029	3	558	1143	1758	2404	3082	3794	1393	2856	4392	1613	3307	5085	1867	3828	5886
- Maintain driveway 3% of total	\$2,538	2034	5	336	689	1059	1448	1857	2286	2736	3209	3705	4227	4774	1102	2260	3476	4752
- Maintain/repaint bollards	\$518	2034	10	69	141	216	296	379	467	559	655	757	863	975	126	259	398	544
- Replace traffic mirror	\$350	2037	15	39	80	123	168	215	264	317	371	429	489	552	619	689	762	73
- Provision to replace wheel stops	\$469	2030	4	89	183	281	384	493	607	726	205	420	645	882	249	510	784	1072
ENTRY FOYER																		
- Repaint walls	\$2,990	2034	10	396	812	1248	1707	2188	2693	3224	3781	4366	4980	5625	728	1493	2296	3140
- Repaint ceiling	\$1,426	2034	10	189	387	595	814	1044	1285	1538	1803	2082	2375	2683	347	712	1095	1497
- Maintain floor tiles	\$665	2030	4	126	259	398	545	698	860	1029	290	595	915	1251	353	723	1112	1521
- Replace carpet	\$2,880	2035	12	357	733	1127	1540	1975	2431	2910	3413	3941	4496	5078	5689	642	1316	2023
EXTERNAL WORKS																		
- Maintain common pipework	\$2,259	2029	7	490	1004	1543	2110	2705	3330	576	1180	1814	2481	3180	3915	4686	810	1660
- Maintain bin enclosure	\$1,590	2033	10	227	464	714	976	1252	1541	1844	2163	2498	2849	369	756	1163	1590	2038
- Service/repair/replace bin enclosure roller shutter door & motor in 25 years (partial accrual) 25%	\$4,020	2033	5	573	1174	1805	2468	3164	3895	4663	5469	6315	7203	1664	3411	5245	7171	9193
FENCING																		
- Replace cyclone/mesh fencing in 30 years (partial accrual) 50%	\$2,240	2038	15	237	487	748	1023	1312	1615	1933	2267	2617	2986	3372	3778	4204	4652	5122
- Provision to replace colorbond fencing in 35 years (partial accrual) 20%	\$1,326	2038	5	141	288	443	606	776	956	1144	1342	1549	1767	1996	2237	2489	2754	3032
- Replace powder coated baluster fencing in 30 years (partial accrual) 50%	\$3,330	2038	15	353	723	1113	1521	1950	2400	2873	3370	3891	4439	5014	5617	6251	6916	7615

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
FURNITURE & FITTINGS																		
- Maintain signage	\$930	2034	5	123	253	388	531	681	838	1003	1176	1358	1549	1750	404	828	1274	1742
- Provision to replace mail boxes (partial accrual) 20%	\$1,764	2038	2	187	383	589	806	1033	1272	1522	1785	2061	2351	2656	2976	3311	3664	4034
- Install/Replace sensors/exits/emergency lighting	\$4,225	2028	3	1074	2201	3384	4627	5932	2178	4465	6866	2521	5169	7949	2919	5984	9202	3379
- Ongoing partial replacement of exterior lighting	\$740	2029	5	160	329	506	691	886	1091	252	516	794	1086	1392	321	659	1013	1385
- Provision to upgrade keypads/swipe readers	\$1,812	2028	5	461	944	1452	1985	2545	588	1205	1853	2534	3248	750	1538	2365	3233	4145
- Provision to upgrade security cameras & associated equipment	\$1,336	2028	4	340	696	1070	1463	1876	529	1085	1668	2281	643	1318	2027	2772	782	1602
- Provision to upgrade intercom systems, handsets & associated equipment in 15 years (partial accrual) 20%	\$5,151	2034	1	682	1398	2150	2940	3769	4640	5554	6514	7522	8580	9691	10176	10684	11218	11779
- Provision to replace door closers	\$1,016	2028	3	258	529	814	1113	1427	524	1074	1652	607	1243	1912	702	1440	2214	813
- Provision to replace door hardware	\$1,232	2029	7	267	547	842	1151	1475	1816	314	643	989	1353	1734	2134	2555	442	905
FIRE PROTECTION SYSTEMS																		
- Overhaul hydrant/sprinkler booster pumps and controllers 15 years (partial accrual) 20%	\$1,700	2034	1	225	461	710	970	1244	1531	1833	2150	2482	2831	3198	3358	3526	3702	3888
- Provision to upgrade Fire Panel & associated detection equipment 15 years (partial accrual) 20%	\$8,855	2034	1	1173	2404	3697	5054	6480	7976	9548	11198	12931	14750	16660	17493	18367	19286	20250
- Provision to replace fire hose reels	\$1,800	2030	9	342	701	1079	1475	1891	2327	2786	392	804	1236	1689	2166	2666	3191	3743
- Provision to replace portable fire extinguishers	\$5,040	2027	5	1564	3205	4929	6739	1557	3191	4907	6709	8601	1987	4072	6263	8562	10977	2535
- Replace jacking/sprinkler pump	\$3,170	2032	10	491	1006	1546	2114	2711	3337	3994	4684	5409	700	1436	2208	3019	3870	4764
- Provision to replace pressure tank	\$520	2032	10	80	165	254	347	444	547	655	768	887	115	235	362	495	634	781
- Provision to replace hydrant valve assemblies & seals	\$1,000	2032	10	155	317	488	667	855	1052	1260	1477	1706	221	453	696	952	1220	1502

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
LOBBIES																		
- Repaint walls	\$20,930	2034	10	2772	5682	8738	11946	15315	18853	22567	26467	30562	34862	39377	5099	10454	16076	21979
- Repaint ceiling	\$8,970	2034	10	1188	2435	3745	5120	6564	8080	9672	11343	13098	14941	16876	2186	4480	6890	9420
- Replace carpet	\$46,800	2035	12	5808	11907	18311	25034	32094	39507	47291	55464	64045	73056	82517	92451	10431	21383	32883
- Repaint door face	\$10,508	2034	10	1392	2853	4387	5998	7689	9465	11330	13288	15344	17502	19769	2560	5248	8071	11034
- Maintain floor tiles	\$420	2030	4	80	164	252	344	441	543	650	183	376	578	790	223	457	702	960
ROOF																		
- Provision to replace guttering in 30 years (partial accrual) 25%	\$2,344	2038	5	248	509	783	1071	1373	1690	2022	2372	2739	3124	3529	3954	4400	4868	5360
- Provision to replace down pipes in 30 years (partial accrual) 25%	\$12,431	2038	5	1317	2701	4153	5678	7280	8961	10726	12580	14527	16570	18716	20970	23335	25820	28428
- Provision partial balcony membrane replacement	\$8,676	2036	5	1016	2083	3203	4379	5614	6911	8273	9702	11203	12780	14435	16172	17997	4157	8521
- Provision to maintain roof fixtures and flashings	\$8,400	2033	4	1197	2453	3772	5158	6612	8139	9743	11427	13195	15051	4245	8702	13381	18295	5159
STAIRWELL																		
- Repaint door face	\$2,880	2034	10	381	782	1202	1644	2107	2594	3105	3642	4205	4797	5418	702	1438	2212	3024
PLANT & EQUIPMENT																		
- Refurbish lifts interior in 25 years (partial accrual) 33%	\$3,300	2038	3	350	717	1103	1507	1933	2379	2848	3340	3856	4399	4969	5567	6195	6855	7547
- Allowance for mechanical upgrade of lifts in 30 years (partial accrual) 25%	\$47,500	2038	5	5034	10319	15869	21697	27815	34240	40986	48069	55506	63316	71515	80125	89165	98657	108624
- Replace sani pump	\$2,475	2031	5	421	863	1328	1815	2327	2865	3429	4022	929	1905	2929	4005	5134	1186	2431
- Maintenance, repairs to waste compactors/chutes/doors/hoppers	\$3,610	2028	5	917	1880	2891	3953	5068	1171	2400	3690	5045	6468	1494	3063	4710	6439	8255
- Replace ozone generator	\$1,500	2030	8	285	585	899	1229	1576	1940	2322	359	736	1132	1548	1985	2443	2925	3430
TOTAL ACCRUALS				45158	88928	136752	180231	206018	248591	300274	336741	373598	408092	266486	231693	283468	320387	183878

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

REPORT INFORMATION

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

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

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

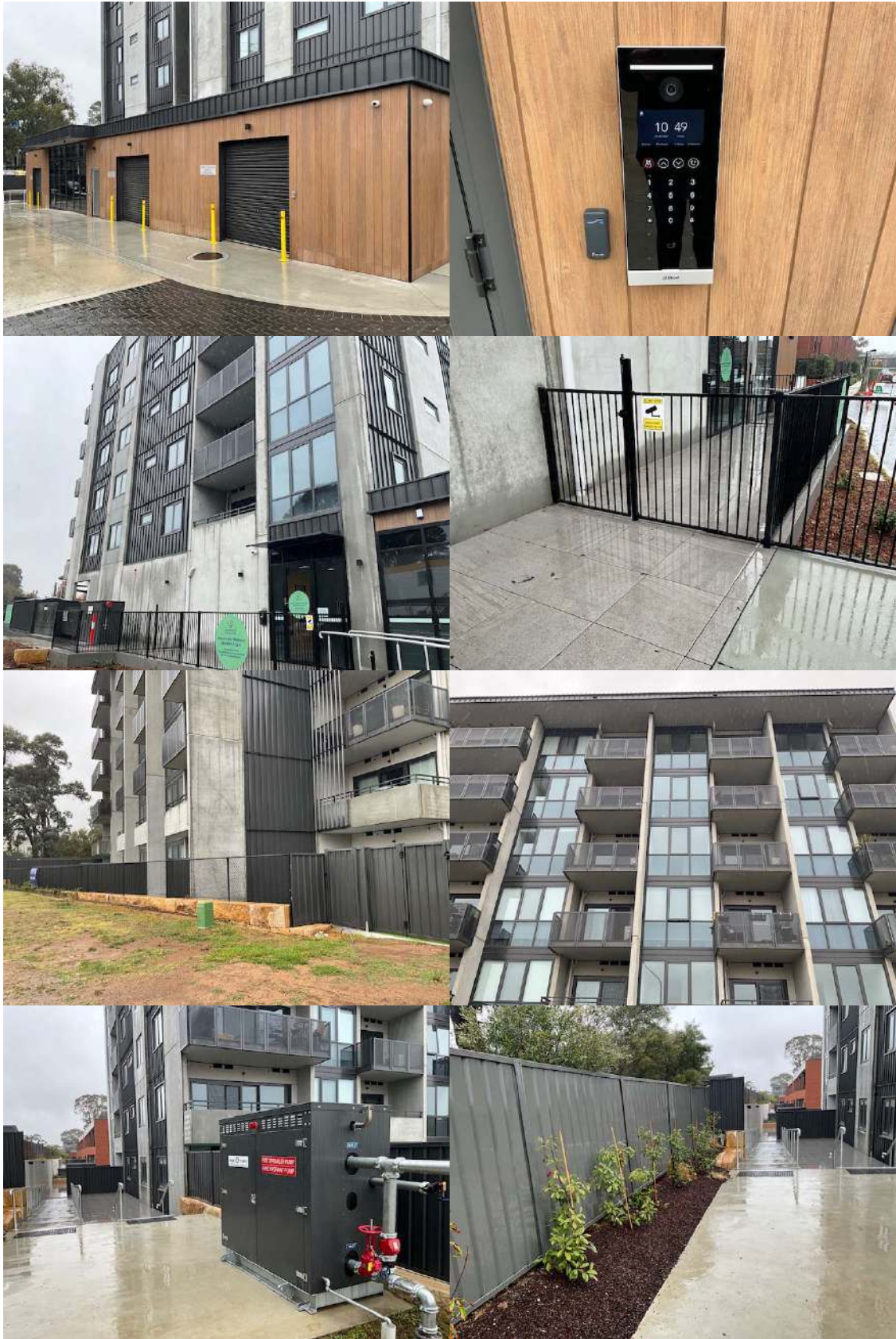
This Sinking Fund plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. Where information in respect of any of these items at time of ordering, it has been incorporated into the report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

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

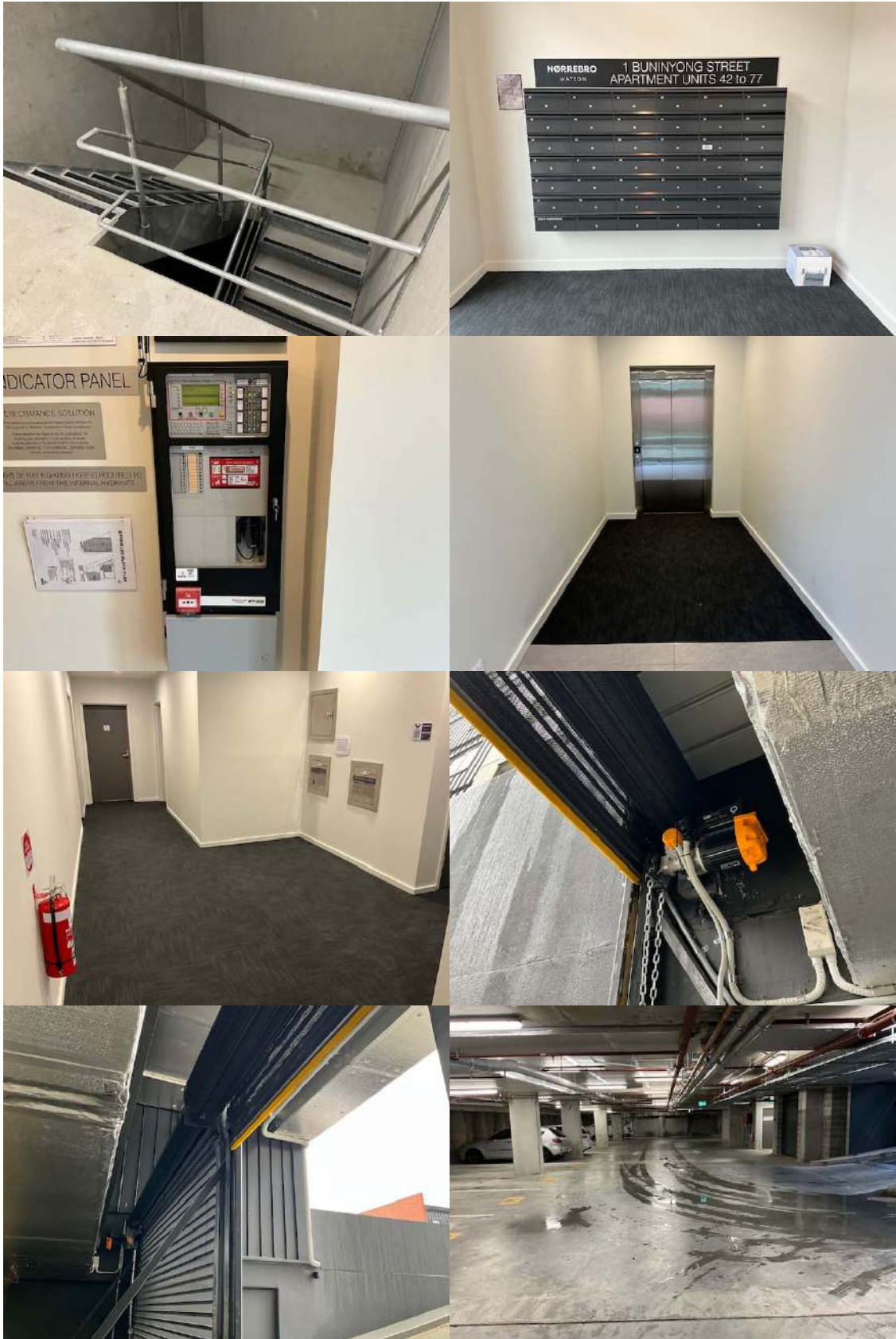
The inspector did not identify and assess safety hazards and did not carry out a risk assessment relating to any hazards upon the common property as part of this report. The report is not an Asbestos report and no assessment was made of asbestos products. The report is not Pool Safety or Window Safety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

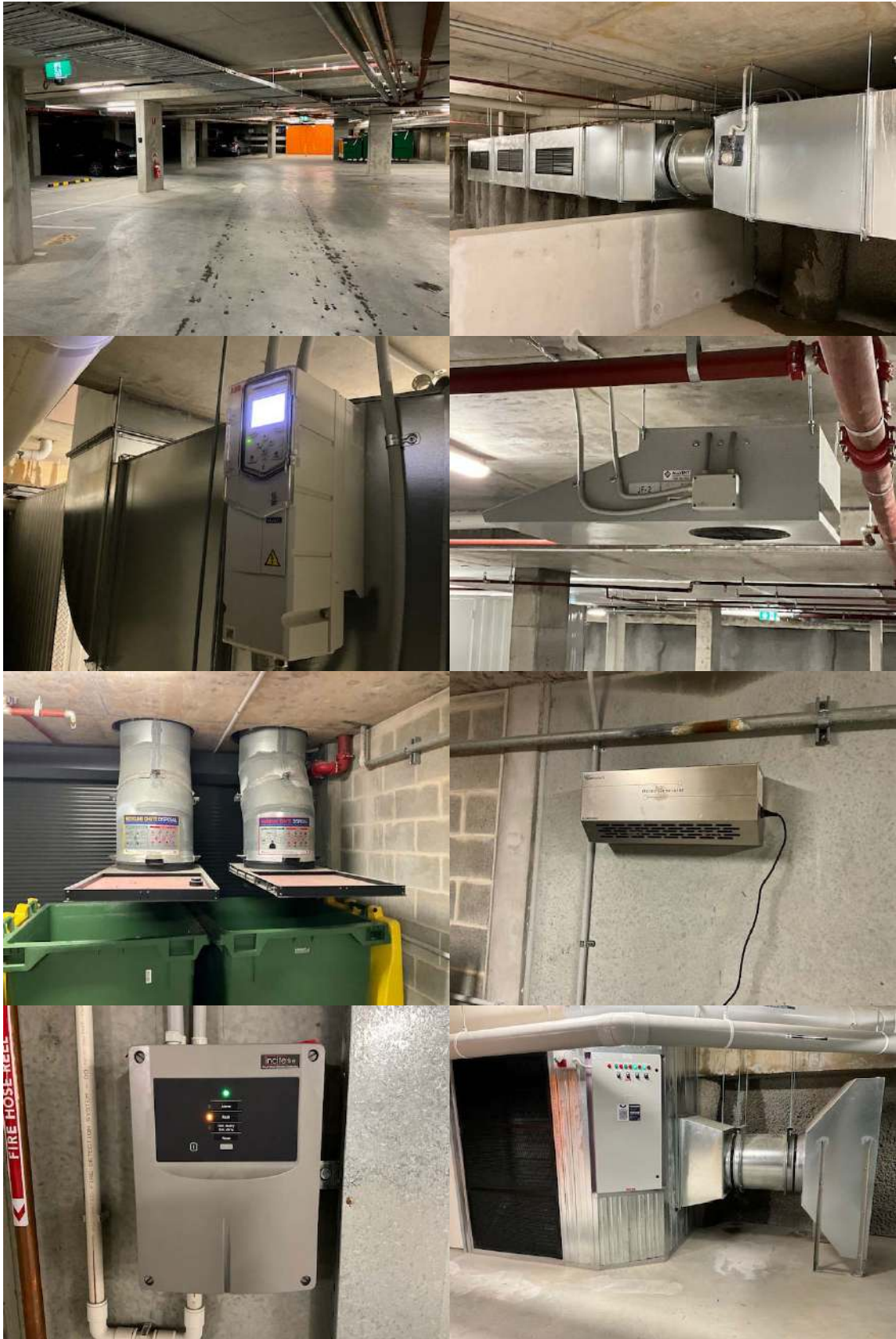
AREAS NOT INSPECTED

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













Level 33, 101 Miller Street
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006136782
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	11/11/2025 to 11/11/2026 at 4:00pm
The Insured	THE OWNERS - UNITS PLAN NO.16480
Situation	1-3 BUNINYONG STREET WATSON ACT 2602

Sections

Section 1 – Insured Property

Building: \$26,780,000
Common Area Contents: \$0
Loss of Rent & Temporary Accommodation (total payable): \$4,017,000
Lot Owners' Fixtures and Improvements (per lot): \$250,000

Optional Extensions:

Catastrophe Insurance Sum Insured: Not Selected
Machinery Breakdown: Not Selected
Lot Owners' Contents inclusion (per lot): Not Selected

Section 2 – Liability to Others

Sum Insured: \$20,000,000

Section 3 – Voluntary Workers

Death: \$300,000
Total Disablement: \$3,000 per week

Section 4 – Fidelity Guarantee

Sum Insured: \$250,000

Section 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Section 6 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000
Appeal expenses – common property health & safety breaches: \$100,000
Legal Defence Expenses: \$50,000



Flood Cover is excluded.

Flood Exclusion

Despite anything contained elsewhere in Your Policy We will not pay for loss or damage caused by or arising directly or indirectly from Flood.

Flood means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a. a lake (whether or not it has been altered or modified);
- b. a river (whether or not it has been altered or modified);
- c. a creek (whether or not it has been altered or modified);
- d. another natural watercourse (whether or not it has been altered or modified);
- e. a reservoir;
- f. a canal;
- g. a dam.

Date Printed

11/11/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-0725 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.



Arcsite Maintenance Plan - Assessment Overview Report

Norrebro - Block A

Units-1-77/1-3 Buniyong Street Watson



Arcsite Pty Limited

35 Poynton Street
Hughes ACT 2605
p 02 6288 0402
info@arcsite.com.au
www.arcsite.com.au

REPORT SCOPE

BUILDING NAME:	Norrebro - Block A
BUILDING LOCATION:	Units-1-77/1-3 Buniyong Street Watson
BLOCK:	1
SECTION:	122
SCHEME NUMBER:	UP
INSPECTION DATE:	07-Dec-2024
INSPECTOR:	Adam Macie
WEATHER CONDITIONS:	Fine
ARCSITE REFERENCE:	2278

IMPORTANT

This report is intended to be read in its entirety. The appropriate Building Management Group Representative or Members of the Body Corporate Executive are requested to immediately contact our company if any of the report's content is not fully understood and requires clarification or further explanation.

Please refer to important Terms, Scope and Limitations at the end of this document.

PROJECT SCOPE

This Maintenance Plan Assessment Overview Report has been compiled on behalf of HTI Group to assist with comprehensive maintenance planning and future asset protection and management. It may include information from various sources such as maintenance schedules, warranties, manufacturer's recommendations, specific product information, and sinking funds. Our Building Inspector conducted an on-site visual inspection as part of this process.

IMPORTANT: This report should be reviewed alongside the Building Owners and Building Managers logging in to the Arcsite Portal. Operation & Maintenance Manuals, Warranties, and Service Requirements supplied to us are permanently stored under the Building Folders tab in Arcsite. It is essential that these documents are accessed and shared with relevant service contractors to ensure that maintenance and inspection instructions are followed accurately. Arcsite enables you to log details of the service contractors in the Facility Logbook to capture a permanent record of recipients and further document the building's maintenance history.

After reviewing all material, you may need to update Arcsite's Upcoming Periodic Inspections tab to ensure your maintenance plan aligns with the recommendations provided by manufacturers or service technicians. We strongly recommend that Routine, Safety and Compliance inspections for each building element are strictly adhered to and that the Building Managers and Owners Corporation regularly review the Upcoming Periodic Inspections log in Arcsite to ensure that common area assets are effectively monitored.

BUILDING CLASS -> Class A

Common property: The document "Unit Titles Management in the ACT: What you need to know" (ACT Government's "Maintenance Schedules and Plans Fact Sheet) defines common property as the areas which belong jointly to all the owners such as courtyards, pool or gym areas, driveways and gardens. The owners collectively own this area together and all have rights to use it. This report and the Arcsite portal is intended to contribute to the Owners Corporation's legislated obligations to regularly review, monitor and amend a Maintenance Plan for their units plan complex. This report should not be used solely as the Maintenance Plan without the Executive Committee first having considered the existing maintenance requirements for the building, the Report, and then adopting and/or rejecting any recommended maintenance or management in accordance with the Executive Committee's own internal governance requirements. The Executive Committee should then satisfy itself as to whether the Report and the Arcsite portal can be used as part of their Maintenance Plan. It is critical that a building's Maintenance Plan is monitored and updated on an ongoing basis to ensure the optimum working condition of systems, equipment, structures and other elements of the common property and to avoid costly reactive repairs. Thank you for the opportunity to work with you on this project, please do not hesitate to contact our team.



ADAM MACIE
Senior Building Inspector





Norrebro - Block A Units-1-77/1-3 Buniyong Street Watson

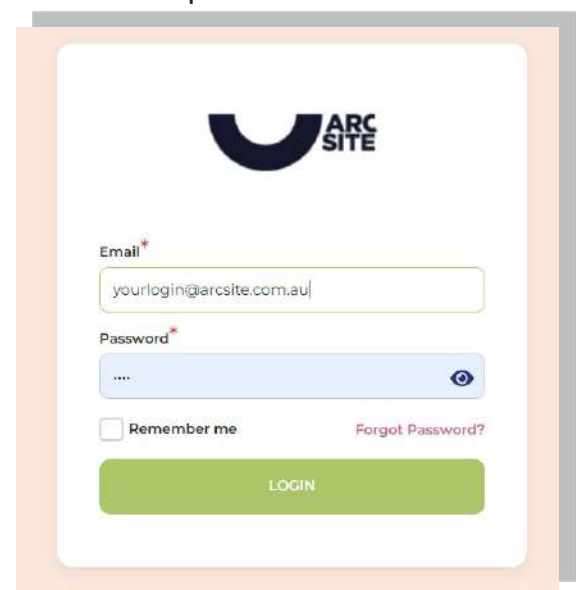


THIS DEVELOPMENT HAS BEEN ONBOARDED TO ARCSITE. IF YOU ARE A MEMBER OF THE EXECUTIVE COMMITTEE FOR THIS OWNERS CORPORATION, PLEASE CONTACT YOUR BUILDING MANAGER FOR ACCESS.

Arcsite is a collaboration portal that redefines the relationship between Building Managers and the Owners Corporation. Serving as a centralised, lifetime platform for building maintenance records, it offers a comprehensive history and future planning capabilities. Your Arcsite file moves with building owners, ensuring that critical data and service history are preserved, providing transparent control over your most valuable asset, and significantly reducing costs associated with reactive repairs.

Arcsite offers an up-to-the-minute snapshot of a building's overall maintenance activity for any given period. It acts as a digital filing cabinet, storing photographs, meeting minutes, insurance history, contractor schedules, and more. This comprehensive reporting facility is a game-changer for insurance reviews and claims, supporting your duty of care to monitor, manage, and schedule routine and safety inspections for the building.

This report should be reviewed alongside regular log-ins to the Arcsite system by Building Managers and the Executive Committee. *Minutes a week in the system will assist in building a robust and reliable data source.* Especially for new developments, critical data such as Operation & Maintenance Manuals, Warranties, and Service Requirements (where available) are permanently stored under the Building Folders tab in Arcsite. It is essential that these documents are accessed and shared with the appropriate service contractors to ensure proper maintenance and adherence to maintenance instructions.



PORTAL FEATURES

Arcsite is a smarter way to manage multi-unit buildings, providing a single source of truth for maintenance, compliance, and operational insights to enhance living environments. Your Builder and Developer have funded **6 months of complimentary access** to the portal, enabling the Owners Corporation to access their handover material and assess Arcsite's potential to improve long-term oversight. Arcsite keeps building data connected to the property itself, independent of management changes. This enables forward-thinking **leadership teams** to operate transparently and deliver greater value, while providing owners with the tools to reduce costs, enhance livability, and make informed, data-driven decisions for the future.

Building Folders

A lifetime digital filing cabinet for all building records, including: plans, warranties, maintenance manuals, service contracts, compliance documents, photos, house rules, meeting minutes etc. **ONBOARDING NOTE:** O&M manuals and warranties have been uploaded, the folders also contain a comprehensive site photo log taken during Arcsite onboarding.

Common Area Defect Register:

Simplifies defect tracking during handover periods with shared access for developers and building managers.

ONBOARDING NOTE: Use as your single source of communication with HTI Group during the Defects Liability Period.

Building Maintenance Diary

Your live Maintenance Diary tracks actions on building assets with reminders for inspections and logs to maintain warranties and insurance compliance. **ONBOARDING NOTE:** This Building Maintenance Plan also sits here.

Facility Logbook

One space to record who has keys, where manuals have been distributed and who has been issued with O&M Material.

Upcoming Periodic Inspections

Straightforward lists to monitor upcoming inspections, ensuring assets are maintained proactively and warranties remain valid.

Building Contracts

A live subcontractor register tracking who, how much, how often, and contract durations, with real-time financial visibility for decision-makers.

Building Reports

Generate reports for building performance, maintenance trends, insurance renewals, and defect rectifications to support informed decision-making.

Next Actions Dashboard:

Provides reminders and prompts for critical tasks, ensuring nothing is missed.

QR Codes

Installed in common areas for residents to submit maintenance requests and contractors to log visits, creating a transparent activity record.


SCAN ME!



NEXT ACTION PLAN


To assist with future planning, inspections recommended over the next 18 months are detailed below. These dates are recorded in Arcsite and alerts are triggered in the system a month prior to the due date. It is important to note that at the time of publication of this hard copy document, not all periodic inspections may be noted. It is critical that the Building Manager and Executive Committee review and update Arcsite with any additional inspections or updated information as supplied by contractors:

INSPECTION TYPES




ROUTINE

General inspection to determine that the building element is in acceptable order showing no signs of deterioration or damage that may require attention or repair




ROUTINE/SAFETY

Following the guidelines of a routine inspection with a particular focus on 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 pool filter



OPERATIONAL

Inspection to ascertain the element is operational



COMPLIANCE

Inspect, test and maintain as required to ensure that the building element meets a particular Regulation or Standard

AREA/ITEM	TYPE	FREQUENCY	LAST COMPANY	NEXT INSPECTION DUE
BASEMENT, DRIVEWAYS, CAR ACCOMMODATION, PATHWAYS	Routine/Safety	Annually	Arcsite	07-Nov-2025
Garage door motor, roller shutters	Routine/Safety	Consult your expert contractor and update date and frequency		
CLEANING & WASTE	Routine/Safety/Compliance	Consult your expert contractor and update date and frequency		
ELECTRICAL/VENTILATION/HEAT/COOL	Routine/Safety/Compliance	Consult your expert contractor and update date and frequency		
Electrical switchboard and RCDs	Routine/Safety/Compliance	Consult your expert contractor and update date and frequency		
Ventilation	Routine/Safety/Compliance	Consult your expert contractor and update date and frequency		
FIRE PROTECTION & EVACUATION	Routine/Safety/Compliance	Consult your expert contractor and update date and frequency		
Hydrants, hoses, portable extinguishers, doors and lights	Routine/Safety/Compliance	Consult your expert contractor and update date and frequency	Form1	
Smoke detection, warning systems, sprinkler	Routine/Safety/Compliance	Consult your expert contractor	Form1	

AREA/ITEM	TYPE	FREQUENCY	LAST COMPANY	NEXT INSPECTION DUE
		and update date and frequency		
FURNITURE & INTERNAL FIXTURES & FITTINGS	Routine	Annually	Arcsite	07-Nov-2025
HYDRAULIC/PLUMBING SERVICES	Routine/Safety	Consult your expert contractor and update date and frequency		
LANDSCAPING & PEST MANAGEMENT	Routine	Annually	Residential Reports + Pest Control	07-Nov-2025
LIFT SERVICES	Routine/Safety/Compliance	Consult your expert contractor and update date and frequency	KONE	
SECURITY, SAFETY & NETWORK	Routine/Safety/Compliance	Consult your expert contractor and update date and frequency	Palmer's Building Technology Specialists	
SUPERSTRUCTURE	Routine/Safety	Annually		02-Dec-2025
Balconies, balustrades and handrails	Routine/Safety	Consult your expert contractor and update date and frequency		
Roof ladders and safety system	Routine/Safety	Consult your expert contractor and update date and frequency	Suresafe Height Safety Solutions	
Waterproofing	Routine/Safety	Consult your expert contractor and update date and frequency		

ESTIMATED SERVICE LIFE (ESL) SUMMARY

The following table indicates the estimated service life (in years) of the building element and identifies the anticipated year of the next major expenditure beyond routine service or repair. It is strongly recommended that these estimates be reviewed and updated as needed after an expert Sinking Fund Report is compiled.

	ESTIMATED SERVICE LIFE	FORECAST DATE FOR EXPENDITURE
Annual certification (inc. signage review)	0	-
Cleaning and sanitation (common areas and common bathrooms)	0	-
Landscaping, garden, plants and trees	0	-
Waste - commercial	0	-
Pest inspections and internal baiting (common areas)	1	2025
General signage	5	2029
Kerbs and line marking (repaint)	5	2029
Window coverings (common areas)	7	2031
Appliances (common areas)	8	2032
Roof ladders and safety system	8	2032
Awning and louvres	10	2034
Balconies, balustrades and handrails	10	2034
Cold and hot water	10	2034
Driveway	10	2034
Furniture (common areas)	10	2034
Grease trap	10	2034
Joinery	10	2034
Paint (common areas exterior and interior)	10	2034
Paver/tile external pathways	10	2034
Skylights	10	2034
Smoke detection, warning systems, sprinkler	10	2034
Waterproofing	10	2034

	ESTIMATED SERVICE LIFE	FORECAST DATE FOR EXPENDITURE
Window glazing, hardware and maintenance	10	2034
Common area lighting	15	2039
Cooling	15	2039
Decking	15	2039
Doors	15	2039
Electrical switchboard and RCDs	15	2039
Fire hose reels	15	2039
Garage door motor, roller shutters	15	2039
Heating	15	2039
Hydrants, hoses, portable extinguishers, doors and lights	15	2039
Irrigation system and controllers	15	2039
Security, safety and network	5	2039
Stormwater pumps and drainage	15	2039
Ventilation	15	2039
Bollards	20	2044
Crash barriers	20	2044
Elevators/motors/brakes	20	2044
Flooring (common areas)	20	2044
Mailboxes and storage cages	20	2044
Waste chutes and compactors	20	2044
Rendered surfaces and facade	25	2049
Natural gas	25	2053
Sanitary plumbing and drainage	25	2053
Fencing	30	2054
Pergolas	50	2074
Wall and ceiling linings and insulation	50	2074

	ESTIMATED SERVICE LIFE	FORECAST DATE FOR EXPENDITURE
Roof	70	2094
Brickwork and metalwork	99	2123

MAINTENANCE PLANNING

BASEMENT, DRIVEWAYS, CAR ACCOMMODATION, PATHWAYS

INSPECTOR:	Adam Macie
INSPECTION TYPE:	Routine/Safety
INSPECTION FREQUENCY:	Annually
LAST INSPECTION DATE:	07-Nov-2024
NEXT INSPECTION DATE:	07-Nov-2025

BOLLARDS

RELEVANT STANDARD	Bollards : Maintain/Repair/Replace
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	20

CRASH BARRIERS

RELEVANT STANDARD	Structural Design Actions, Permanent, Imposed and Other Actions for Light Traffic Areas
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	20

DRIVEWAY

INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	10

GARAGE DOOR MOTOR, ROLLER SHUTTERS

RELEVANT STANDARD	Garage Doors : Maintain/Repair(AS/NZS 4505)
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	15
LAST INSPECTED/SERVICED	
INSPECTION FREQUENCY	Consult your expert contractor and update date and frequency
LAST ASSOCIATED COMPANY	

KERBS AND LINE MARKING (REPAINT)

RELEVANT STANDARD	Painting : Pavement/Road Marking
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	5

PAVER/TILE EXTERNAL PATHWAYS

RELEVANT STANDARD	Guide to Installation of Ceramic Tiles
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	10

CLEANING & WASTE

INSPECTOR:	Adam Macie
INSPECTION TYPE:	Routine/Safety/Compliance
INSPECTION FREQUENCY:	Consult your expert contractor and update date and frequency
LAST INSPECTION DATE:	
NEXT INSPECTION DATE:	

CLEANING AND SANITATION (COMMON AREAS AND COMMON BATHROOMS)

RELEVANT STANDARD	Other
INSTALL DATE	30-Oct-2024

GREASE TRAP

INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	10

WASTE - COMMERCIAL

INSTALL DATE	30-Oct-2024
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WASTE CHUTES AND COMPACTORS

INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	20

ELECTRICAL/VENTILATION/HEAT/COOL

INSPECTOR:	Adam Macie
INSPECTION TYPE:	Routine/Safety/Compliance
INSPECTION FREQUENCY:	Consult your expert contractor and update date and frequency
LAST INSPECTION DATE:	
NEXT INSPECTION DATE:	

COMMON AREA LIGHTING

RELEVANT STANDARD	Electrical Installation Safety
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	15

COOLING

RELEVANT STANDARD	The Use of Ventilation & Airconditioning in Buildings
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	15

ELECTRICAL SWITCHBOARD AND RCDS

RELEVANT STANDARD	Electrical Switchboards & RCDs(AS/NZS 3760)
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	15
LAST INSPECTED/SERVICED	
INSPECTION FREQUENCY	Consult your expert contractor and update date and frequency
LAST ASSOCIATED COMPANY	
COMMENTS	ELECTRICAL SERVICES OPERATIONS MANNUAL (Saved to O&M Manual Folder): Spectrum Solar and Electrical.

HEATING

RELEVANT STANDARD	Ductwork for Air-Handling Systems in Buildings
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	15

VENTILATION

RELEVANT STANDARD	The Use of Ventilation & Airconditioning in Buildings(AS 1668)
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	15
LAST INSPECTED/SERVICED	
INSPECTION FREQUENCY	Consult your expert contractor and update date and frequency
LAST ASSOCIATED COMPANY	
COMMENTS	CARPARK VENTILATION OPERATION MANUAL (Saved to O&M Manuals Folder): Fully Airconditioned - The system is fed from a dedicated mechanical services switchboard MSSB-1 that is located adjacent to the building main switchboard inside the car park in Level 1.

FURNITURE & INTERNAL FIXTURES & FITTINGS

INSPECTOR:	Adam Macie
INSPECTION TYPE:	Routine
INSPECTION FREQUENCY:	Annually
LAST INSPECTION DATE:	07-Nov-2024
NEXT INSPECTION DATE:	07-Nov-2025

APPLIANCES (COMMON AREAS)

INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	8

DOORS

INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	15

FLOORING (COMMON AREAS)

INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	20

FURNITURE (COMMON AREAS)

INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	10

GENERAL SIGNAGE

RELEVANT STANDARD	Safety Signage
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	5
COMMENTS	SIGNAGE REGISTER (Saved to O&M Manuals Folder).

JOINERY

RELEVANT STANDARD	Cabinetry in the built in environment
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	10

WALL AND CEILING LININGS AND INSULATION

RELEVANT STANDARD	Gypsum linings - Application and finishing
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	50

WINDOW COVERINGS (COMMON AREAS)

RELEVANT STANDARD	Common Area Window Coverings : Maintain/Repair/Replace
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	7

HYDRAULIC/PLUMBING SERVICES

INSPECTOR:	Adam Macie
INSPECTION TYPE:	Routine/Safety
INSPECTION FREQUENCY:	Consult your expert contractor and update date and frequency
LAST INSPECTION DATE:	
NEXT INSPECTION DATE:	

COLD AND HOT WATER

RELEVANT STANDARD	Water Heaters & Hot-Water Storage Tanks : Health & Safety
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	10

FIRE HOSE REELS

RELEVANT STANDARD	Fire Hydrant System
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	15

NATURAL GAS

RELEVANT STANDARD	Gas Installations
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	25

SANITARY PLUMBING AND DRAINAGE

RELEVANT STANDARD	Sanitary Plumbing & Drainage
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	25

STORMWATER PUMPS AND DRAINAGE

RELEVANT STANDARD	Stormwater Pump/Pump Controller : Service/Replace
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	15

LANDSCAPING & PEST MANAGEMENT

INSPECTOR:	Adam Macie
INSPECTION TYPE:	Routine
INSPECTION FREQUENCY:	Annually
LAST INSPECTION DATE:	07-Nov-2024
NEXT INSPECTION DATE:	07-Nov-2025

IRRIGATION SYSTEM AND CONTROLLERS

INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	15

LANDSCAPING, GARDEN, PLANTS AND TREES

INSTALL DATE	30-Oct-2024
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PEST INSPECTIONS AND INTERNAL BAITING (COMMON AREAS)

INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	1

LIFT SERVICES	
INSPECTOR:	Adam Macie
INSPECTION TYPE:	Routine/Safety/Compliance
INSPECTION FREQUENCY:	Consult your expert contractor and update date and frequency
LAST INSPECTION DATE:	
NEXT INSPECTION DATE:	

ELEVATORS/MOTORS/BRAKES	
MANUFACTURER	Kone
IDENTIFIER	KONE Ecosystem™N MonoSpace
RELEVANT STANDARD	Lifts, Escalators & Moving Walks : General Requirements(AS 1735)
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	20
COMMENTS	KONE LIFT OPERATION & MAINTENANCE MANUAL (Saved to O&M Manuals Folder).

MISCELLANEOUS FILE NOTES	
INSPECTOR:	Adam Macie
INSPECTION TYPE:	
INSPECTION FREQUENCY:	
LAST INSPECTION DATE:	
NEXT INSPECTION DATE:	

GENERAL NOTES	
INSTALL DATE	30-Oct-2024

SECURITY, SAFETY & NETWORK

INSPECTOR:	Adam Macie
INSPECTION TYPE:	Routine/Safety/Compliance
INSPECTION FREQUENCY:	Consult your expert contractor and update date and frequency
LAST INSPECTION DATE:	
NEXT INSPECTION DATE:	

SECURITY, SAFETY AND NETWORK

MANUFACTURER	Dahua
RELEVANT STANDARD	CCTV Maintenance/Repair(AS 4806)
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	5
COMMENTS	PALMERS BUILDING TECHNOLOGY SPECIALISTS OPERATION & MAINTENANCE MANUAL (Saved in O&M Manuals Folder): Intercom, Access Control, CCTV• Palmers has been engaged to install a Dahua intercom system, access control to service the residential apartments in Block A.

SUPERSTRUCTURE

INSPECTOR:	Adam Macie
INSPECTION TYPE:	Routine/Safety
INSPECTION FREQUENCY:	Annually
LAST INSPECTION DATE:	02-Dec-2024
NEXT INSPECTION DATE:	02-Dec-2025

AWNING AND LOUVRES

RELEVANT STANDARD	Other
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	10



BALCONIES, BALUSTRADES AND HANDRAILS

RELEVANT STANDARD	Balustrades & Handrail fixings : Maintain/Repair/Replace(NCC Vol 2 Part 3.9.2.2)
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	10
LAST INSPECTED/SERVICED	
INSPECTION FREQUENCY	Consult your expert contractor and update date and frequency
LAST ASSOCIATED COMPANY	

BRICKWORK AND METALWORK

INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	99

DECKING

INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	15

FENCING

INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	30

MAILBOXES AND STORAGE CAGES

INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	20

PAINT (COMMON AREAS EXTERIOR AND INTERIOR)

RELEVANT STANDARD	Painting - All Areas : Repainting
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	10

PERGOLAS

INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	50

RENDERED SURFACES AND FACADE

INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	25

ROOF

RELEVANT STANDARD	Roof : Maintain/Repair/Replace
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	70

ROOF LADDERS AND SAFETY SYSTEM

MANUFACTURER	Suresafe
RELEVANT STANDARD	Manufacturing requirements for single-point anchor device used for harness-based work at height(AS/NZS 5532)
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	8
LAST INSPECTED/SERVICED	
INSPECTION FREQUENCY	Consult your expert contractor and update date and frequency
LAST ASSOCIATED COMPANY	Suresafe Height Safety Solutions
COMMENTS	ROOF SAFETY SYSTEM COMPLIANCE CERTIFICATE (Saved in O&M Manuals Folder).

SKYLIGHTS

RELEVANT STANDARD	Skylights : Maintain/Repair/Replace
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	10

WATERPROOFING

RELEVANT STANDARD	Waterproofing Membranes for External Above-Ground Use(AS 4654)
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	10
LAST INSPECTED/SERVICED	
INSPECTION FREQUENCY	Consult your expert contractor and update date and frequency
LAST ASSOCIATED COMPANY	

WINDOW GLAZING, HARDWARE AND MAINTENANCE

RELEVANT STANDARD	Windows : Maintain/Repair/Replace
INSTALL DATE	30-Oct-2024
ESTIMATED SERVICE LIFE (YEARS)	10

SCOPE & LIMITATIONS & TERMS OF USE

1. ARCSITE

Arcsite is a software platform designed to facilitate the creation of a **Developer's Maintenance Plan** for new buildings and a **Building Maintenance Plan** for existing buildings. In addition to its planning capabilities, Arcsite serves as a comprehensive data repository, enabling the Building Manager and the Executive Committee to manage maintenance planning, maintenance requests, and routine inspections in real-time throughout the life of the building. By streamlining these processes, Arcsite helps significantly reduce unnecessary expenses that often result from an ad hoc approach to building maintenance. The platform also allows users to monitor maintenance trends and generate detailed reports, providing insights into how effectively the building is being maintained.

The ACT Government's Maintenance Schedules and Plans Fact Sheet suggests that the Owners Corporation (OC) regularly reviews its maintenance plan and updates it as necessary. Arcsite supports this process by providing a collaborative management system, where important documentation (manuals, warranties, maintenance records, defect lists etc.) is stored and accessible for easy reference. The login to the Arcsite platform is tied to the building and follows the building throughout its lifecycle, ensuring historical data is retained even when there is a change in building management.

2. Maintenance Plan Onboarding Process

Arcsite is designed to be your data repository for the Executive Committee's information relating to the maintenance, repair or replacement of systems, equipment, structures and other items on the common property. When onboarding to Arcsite, we collaborate with the Builder & Developer (new buildings) and the Building Manager and OC (previously occupied buildings) to map out the building's maintenance requirements. This process generates a draft maintenance plan, relying on the relevant parties to supply essential data, such as:

- Operating manuals and warranty information
- Previous Developer's Maintenance Schedule (if applicable)
- The Building File for the complex
- Photographs and logs
- Anticipated capital expenditures (if known)
- In the case of a new development, an Arcsite inspector will take an extensive suite of photographs of the new development which will be archived in the portal

The draft plan provides estimates for the life cycle of building elements, projections for capital expenditures, and a suggested schedule for critical routine and safety inspections.

3. Customisation and Adoption of Maintenance Plan

After the onboarding process, the Builder and Developer, the Building Manager and the OC must review the draft maintenance plan to ensure it meets their needs and the legislative requirements of the Unit Titles (Management) Act 2011 and associated regulations. The OC is responsible for adopting or amending the plan based on their own review and the Executive Committee can then update and manage the maintenance plan once adopted through Arcsite.

4. Data Repository and Management

Arcsite acts as a comprehensive data repository, providing the OC, Building Manager, and Executive Committee access to information relating to the maintenance, repair, or replacement of building systems and structures. This centralisation helps streamline management processes and provides transparency, especially during building management transitions.

5. Maintenance Plan Assessment Overview Report

For buildings with incomplete or outdated maintenance planning documentation, the Arcsite team offers a Maintenance Plan Assessment Overview Report. This service includes a review of the building's existing maintenance data and a review with the Building Manager to collate assets. The building is then quantified into the Arcsite system, using the current sinking fund to inform suggested timelines and periodic inspections for each building element, helping to create the draft Building Maintenance Plan. **Note:** This report is not a comprehensive condition or defect assessment. It is intended to assist the OC in enhancing its maintenance schedule and should not be solely relied upon to identify all potential issues.

TERMS & CONDITIONS

6. Purpose of Reports

The reports generated by Arcsite and the maintenance planning schedule are designed to compile a comprehensive data file on the units plan complex as it exists during the onboarding period. The Maintenance Plan provides the Management Group with a roadmap that identifies the common areas of the building that must be monitored and maintained by the Owners Corporation. These areas include, but are not limited to, structures, equipment, fittings, furniture, security, fire protection, fencing, gates, common area painting, and pool safety. **Important:** This is **not** a comprehensive condition or defect report. Arcsite Inspectors are not experts in all building elements. The maintenance plan portal exists to house records that reflect the work of external expert service providers that is undertaken during routine and safety inspections and remediation or proactive maintenance works. If there are any comments or observations regarding defects or the condition of a building element, they are provided as a courtesy. We are not required to report on defects and cannot guarantee the identification of every issue. The inclusion of any observations should not be considered a comprehensive condition report.

7. The Arcsite Portal And Maintenance Plan Requires Regular Review Prior To Circulation

It is the responsibility of the Builder & Developer (new buildings) and the Strata Management Group and the Executive Committee (previously occupied buildings) to review the plan supplied by Arcsite and ensure all common property elements have been identified.



Common property elements vary from building to building it is therefore dependent on the documentation that has been supplied to us and our own discretion, to determine elements on the units plan complex that should be appropriately included in a maintenance plan. The portal and plan should be carefully vetted prior to the implementation of routine and safety maintenance protocols and we are available to update or amend as required.

8. Builder & Developer Access

Builders and Developers who have paid the Arcsite onboarding fee in full will be granted unlimited access to the building's data within the Arcsite platform for a period of 24 months following the date of onboarding. During this period, no additional charges will apply to the Builder and Developer for accessing the system beyond the initial onboarding fee. This access allows Builders and Developers to monitor, manage, and rectify any common area defects in accordance with their contractual obligations. At the end of the 24-month period, access will be automatically terminated unless otherwise agreed upon in writing in consultation with the building owners, subject to additional fees.

9. Common Area Defects Register

The Builder and Developer have selected the Arcsite platform to deliver their Developer's Maintenance Plan, ensuring the highest level of transparency and efficiency during the handover process. As part of this commitment, the Builder will only address and manage common area defects that are formally recorded and tabled in the Arcsite Common Area Defects Register. This approach ensures that all parties, including the Owners Corporation, Building Manager, and the Developer, have real-time access to a single, centralised defect list. The status of defects and any related communications can be tracked within the platform, ensuring streamlined communication and a clear, collaborative approach to resolving issues. By utilising Arcsite, all parties benefit from greater accountability, tighter communication, and a more efficient defect management process.

10. Reference to Standards

Where Australian or other relevant Standards are referenced, these standards are subject to revision or amendment and are provided solely for informational purposes. It is the responsibility of the appropriate industry expert conducting routine and safety inspections to verify and confirm compliance with the most current applicable standards at the time of inspection or maintenance.

11. Estimated Service Lifespan

The Estimated Service Lifespans provided in Arcsite are based on industry research, expert opinions, trade manuals, and practical experience. These estimates are inherently subjective and do not constitute a guarantee that the lifespans noted in the maintenance plan are definitive or immune to change. In the absence of comprehensive evidence of routine inspections and maintenance, these recommendations should be considered as guidelines only.

We cannot predict or account for unforeseen incidents that may affect the lifespan of building elements, such as usage patterns, environmental conditions, unforeseen events, or design deficiencies.

During the onboarding process, the inspector provides an estimated timeframe for when major investment may be required for the service, upgrade, repair, or replacement of building elements. This estimate is also subjective and should be regularly updated based on subsequent routine and safety inspections by qualified professionals. Arcsite makes no guarantee as to the accuracy of the estimated year for capital expenditure, which is subject to change.

12. Next Inspection Dates

The next inspection dates provided in Arcsite reports are estimates and may not reflect the most recent inspections performed by relevant service providers. The Building Manager is responsible for updating inspection schedules based on past data.

13. Testing Has Not Been Performed

Building elements have not been tested during the preparation of the maintenance plan. Only licensed industry experts can perform in-depth tests for building elements, and their attendance is required for ensuring compliance.

14. Fire Safety, Pools & Spas, Balconies & Balustrades & Structures at Height

Arcsite is not authorised or qualified (for the purposes of this specific serviced agreement) to inspect or make comment on the safety of building elements including but not limited to fire safety, pools and spas, electrical and plumbing installations, balconies and balustrades and structures at height. If any comment has been made with regard to an observed defect or safety risk, it is important to be aware that a comprehensive inspection by an engineer or expert has not been undertaken and observations are provided to flag potential safety risks. A qualified technician must always be consulted for routine and safety inspections.

15. Safety & Reasonable Access

On the occasion where an Arcsite Inspector may visit a building, the Australian Standard 4349.1 – 2007 3.2.2 informs Work Health & Safety. The extent of accessible areas shall be determined by the inspector at the time of inspection, based on the conditions encountered at the time of inspection. The inspector shall also determine whether sufficient space is available to allow safe access. The inspection shall include only accessible areas and areas that are within the inspector’s line of sight and close enough to enable reasonable appraisal. The Australian Standard 4349.3 defines reasonable access as “areas where safe, unobstructed access is provided and the minimum clearances are available; or, where these clearances are not available, areas within the consultant’s unobstructed line of sight and within arm’s length. NOTE: Reasonable access does not include removing screws and bolts to access covers.”

Reasonable access is determined in accordance with the provisions of the following WHS requirements

* To underside of bearer, joist or other obstruction to access.

Area	Access Manhole MM	Crawl Space MM	Height
Subfloor	500 x 400	Vertical clearance - Timber Floor: 400* Concrete Floor: 500	
Roof Interior	400 x 500	600 x 600	Accessible from a 3.6 m ladder
Roof Exterior			Accessible from a 3.6 m ladder

Work Health and Safety Act 2011 - A non-residential building and the common property of some group residential buildings will fall within the definition of a workplace for the purposes of the Work Health and Safety Act 2011. The owners of “workplaces” must ensure, and as the Site may be a “workplace”, Arcsite requires that:

- The Site is safe and without risk
- The plant and substances at the Site are used without risk; and workers are trained in work, health and safety (WHS), are aware of their obligations and do, in fact, act in a safe manner.

16. QR Code Plates

In the event that an Arcsite subscription lapses or is terminated, the building owner is responsible for the prompt removal of all QR code plates installed in common areas within 30 days. Arcsite Pty Limited reserves the right to deactivate or restrict access to the QR codes if removal is not completed within this time frame. Failure to comply may result in additional fees or penalties, and Arcsite may pursue legal remedies to ensure compliance. Arcsite reserves the right to upgrade or modify the features associated with the QR codes, including but not limited to links to external services, resources, or advertisements, at any time and without prior notice to the building owner. Such upgrades are designed to improve functionality and the overall user experience and may include relevant third-party services that align with the building’s maintenance or operational needs. Arcsite retains sole discretion over the content displayed via QR codes, and no endorsement of external services or advertisements is implied by the builder, developer, building owner, manager or the Owners Corporation.

17. Ownership, Data Access, and Intellectual Property Rights

All materials provided by Arcsite Pty Limited, including but not limited to reports, content, designs, data, systems, processes, and the Arcsite portal itself, are the exclusive intellectual property of Arcsite Pty Limited and Stratalink Australia Pty Limited. This intellectual property is protected by copyright, trademark, and other applicable intellectual property laws, and includes but is not limited to the following:

Ownership of Data: The data inputted by the Owners Corporation and their agents, as well as information related to the building’s maintenance, systems, and operations, remains the property of the Owners Corporation. This includes maintenance records, manuals, warranties, and other operational data. However, by using the Arcsite platform, the Owners Corporation grants Arcsite Pty Limited the right to access, use, and store this data for the following limited purposes:

- Ensuring compliance with relevant regulations;
- Providing access to leaseholders of their building data
- Assisting in connecting building owners and their agents with relevant service providers;
- Improving platform features and functionality for the benefit of users

Compliance Register: Arcsite maintains a compliance register where essential compliance-related documentation, such as swimming pool compliance data, sustainability infrastructure, and insulation status, is stored. This register is continuously updated and can be accessed by the building owners and their authorised agents for reference and regulatory compliance purposes.

18. Intellectual Property and Copyright

All proprietary rights, including copyright, trademarks, and other intellectual property rights associated with the Arcsite platform, including the design, processes, systems, and reports generated within the platform, are exclusively owned by Arcsite Pty Limited and Stratalink Australia Pty Limited. These rights are fully protected under Australian and international copyright laws.

Exclusive Rights: Arcsite Pty Limited retains full ownership over all system designs, processes, styles, platform functionalities, and any other materials generated through the use of the Arcsite platform, including the platform’s structure and content, excluding the building-specific data provided by the Owners Corporation. No part of the Arcsite platform, including its reports, designs, processes, data, or any other materials, may be copied, reproduced, distributed, republished, modified, uploaded, posted, transmitted, or used in any form or by any means without the prior express written permission of Arcsite Pty Limited. Unauthorised use of these materials constitutes a violation of Arcsite’s intellectual property rights and may result in legal action.

Liability for Infringement: Arcsite Pty Limited reserves the right to pursue all legal remedies available under copyright and intellectual property laws for any unauthorised use, reproduction, or distribution of Arcsite's materials, including damages, legal costs, and injunctive relief.

19. Subscription Renewal

Once an Owners Corporation (OC) has selected their Arcsite subscription plan, the subscription will automatically renew at the end of each subscription period unless terminated in writing by the OC with at least 30 days' notice prior to the renewal date. The renewal date is always published in the building information tab of the Arcsite platform. Arcsite Pty Limited reserves the right to adjust subscription fees upon renewal. However, if the OC has selected a 3-year subscription plan, the fees will remain fixed for the duration of the 3-year period. Upon the expiration of the 3-year plan, the subscription will automatically renew, and any changes in fees will be communicated to the OC 60 days prior to the renewal date. In the event that the OC does not agree to the new fees, they may terminate the subscription by providing written notice at least 30 days before the renewal date. Payment for all renewal fees is due within 14 days of the renewal date.

20. Termination Guidelines

Arcsite Pty Limited will archive building data for 90 days post-termination, after which all data will be permanently deleted unless a written request for extension is made and approved.

- a. **Subscription Lapse or Termination by Client:** If the subscription is allowed to lapse or is voluntarily terminated by the building owner or the Owners Corporation (OC), all access to the Arcsite platform, including reports, data, and other resources, will be suspended immediately. The building owner or OC will have 30 days of supervised access from the date of termination to retrieve any stored data.
- b. **Termination for Non-Payment:** In the event of non-payment of an invoice after 30 days overdue and a minimum of 3 reminders, Arcsite Pty Limited reserves the right to suspend access to the Arcsite platform, deactivate user logins, and terminate the subscription without further notice. No liability is assumed by Arcsite Pty Limited for any delays, losses, or damages resulting from the suspension or termination due to non-payment.
- c. **Termination for Breach of Terms:** If a breach of these terms occurs, including but not limited to unauthorised use of intellectual property, or any other violation of Arcsite's guidelines, Arcsite Pty Limited reserves the right to immediately terminate access to the platform without notice. In such cases, Arcsite reserves the right to pursue any and all legal remedies, including the recovery of damages.
- d. **Early Termination of Three-Year Subscription:** If the client terminates a three-year subscription before the end of the agreed term, the remaining balance of the subscription must be paid in full within 14 days of termination. Failure to make payment within this period will result in additional recovery actions as deemed necessary by Arcsite Pty Limited.
- e. **Reactivation:** If a subscription is reactivated within 90 days of termination, access to the building's data may be restored upon full payment of any outstanding invoices and a reactivation fee equal to 30% of the original onboarding invoice. After 90 days, data recovery may not be possible.

21. Important Notice and Limitation of Liability

Any report issued by Arcsite Pty Limited is valid as of the date of inspection and is prepared solely for the use and benefit of the Client. No other party is entitled to rely on the report, in whole or in part, and any third party doing so assumes all risk. Arcsite Pty Limited accepts no liability or responsibility in contract, tort, statute, or otherwise to any other party who uses, relies upon, or acts upon any information contained in the report without prior written consent.

Liability for Payment: Arcsite Pty Limited will issue invoices on the date of the building's onboarding into the Arcsite system. Payment of all invoices is required prior to the activation of user logins. Arcsite Pty Limited accepts no liability or responsibility for any work, reports, or services provided if the invoice remains unpaid.

Accuracy of Documentation: Arcsite Pty Limited accepts no liability for omissions, errors, or inaccuracies in documents provided by external agencies, the client, or their representatives. If documents supplied to Arcsite Pty Limited are incomplete, inaccurate, or illegible, the responsibility lies solely with the party supplying the documents.

Validity and Warranty of Reports: Any report issued by Arcsite Pty Limited represents the opinion of the company and is valid for a period of one hundred and eighty (180) days from the date of inspection. In the event that any omission or discrepancy is alleged, Arcsite Pty Limited must be notified in writing before any action is taken. Arcsite Pty Limited accepts no liability for any costs, including but not limited to remedial action or professional advice, incurred prior to receiving written notice of the alleged omission or discrepancy.

Supersession of Reports: Any report issued by Arcsite Pty Limited supersedes all previous reports, whether verbal or written, provided by Arcsite Pty Limited or Stratalink Australia Pty Limited in relation to the site.



Sinking Fund Plan

Norrebro Block A

1-3 Buninyong Street, Watson, ACT 2602

Scheme Number: 16480



COMPILED BY VON HARAMINA

**On 6 June 2025 for the
15 Years Commencing: 1 December 2024
QIA Job Reference Number: 221853**

Professional Indemnity Insurance Policy Number 1411189338 PLP
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QIA Group Pty Ltd

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INTRODUCTION

We have estimated that the Sinking Fund Levies as proposed in this report will be adequate to accumulate sufficient funds to meet anticipated long term costs, with essentially only an adjustment for inflation being required.

LOCATION

1-3 Buninyong Street, Watson, ACT 2602

REPORT SUMMARY

We have estimated that the Sinking Fund Levies as proposed in this report will be adequate to accumulate sufficient funds to meet anticipated long term costs, with essentially only an adjustment for inflation being required.

We recommend that the Sinking Fund Report be regularly updated to ensure that an accurate assessment of how the scheme land, building and facilities are aging and to incorporate into the Report any major changes brought about by legislation, or pricing.

The Sinking Fund Levy per entitlement already set is:	\$0.00
Number of Lot/Unit Entitlements:	10000
Opening Balance:	\$0.00
The proposed Sinking Fund Levy per entitlement is:	\$4.56

METHODOLOGY

The nominal forecast period of this report is 15 years and the costs anticipated during each of the years are detailed line by line on a yearly basis. The nominal time frame of the Report is to a large extent driven by the fact that many elements in a building's structure have a life beyond 15 years. Therefore an amount has been taken up for each item that would require replacement or substantial repair outside of the 15 year forecast period to account for these anticipated expenses. The basis for the accrual of these funds is that Owners use or consume the common property during their period of ownership and so are responsible for funding their eventual replacement. The manner in which the land, buildings and facilities actually age cannot be accurately determined without regular inspections which take into account the size, location and use of the scheme.

The report will generally categorise costs as follows:

1. Costs that occur in a predictable timeframe, in one tranche or as one project and within the 15 years forecast – a typical example of this kind of cost may be external painting or external door replacement. These items are generally described as straight costs e.g. repaint building or replace door.
2. Costs that occur in a predictable timeframe, in several tranches within the 15 years forecast – a typical example of this kind of cost may be boundary fence replacement, light fitting replacements or tree removal/lopping. These costs are generally described as an ongoing or partial replacement or provision cost.
3. Costs that occur in a predictable timeframe in one tranche or multiple tranches but will be outside the 15 years forecast – a typical example of this would be driveway resurfacing, gutter or downpipe replacements. These costs will only appear as annual accruals in the **Itemised Accruals by Year** section of the report, or may appear as a “partial” provision if there is a need for some allowance in the duration of the report.
4. Costs that are not predictable and may occur in one tranche or multiple tranches – a typical example of this cost is a burst water pipe. These costs are generally shown in the report as a repairs and replacement cost or an allowance.

The levy income has been determined by forecasting the expenditure requirement to replace or renew assets or finishes that have an effective life and making an allowance for items that do not have a finite lifespan. The levy income is initially increased each year by a variable inflationary factor to smooth the effects of major cost fluctuations given the initial fund balance and income.

No allowance has been made for interest receivable on the Sinking Fund Account, possible bank charges or tax obligations arising from bank interest.

Future replacement costs have been calculated by assessing the current replacement cost for each item to a standard the same or better than the original. These anticipated costs are increased each year at a rate of 5.0% per annum, this rate is reflective of building price indices which are historically higher than the general inflation rate. A contingency of 10.0% per annum has been applied to anticipated costs and it is applied to each individual cost in the year the cost (e.g. painting) is expected to occur (e.g. 2035), the contingency rate is not an annual compounding cost.

The effective life for each item identified is based on its material effective life, therefore no consideration has been made for the economic life of plant, equipment, finishes or upgrades.

We have included a line item called Capital Replacement – General which is a yearly provision for unforeseen and/or unknown capital costs and expenses. This provision will allow Owners to expend funds on items which are not specifically allowed for, without the need to call an Extraordinary General Meeting to raise a special levy to pay for those otherwise unspecified items.

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

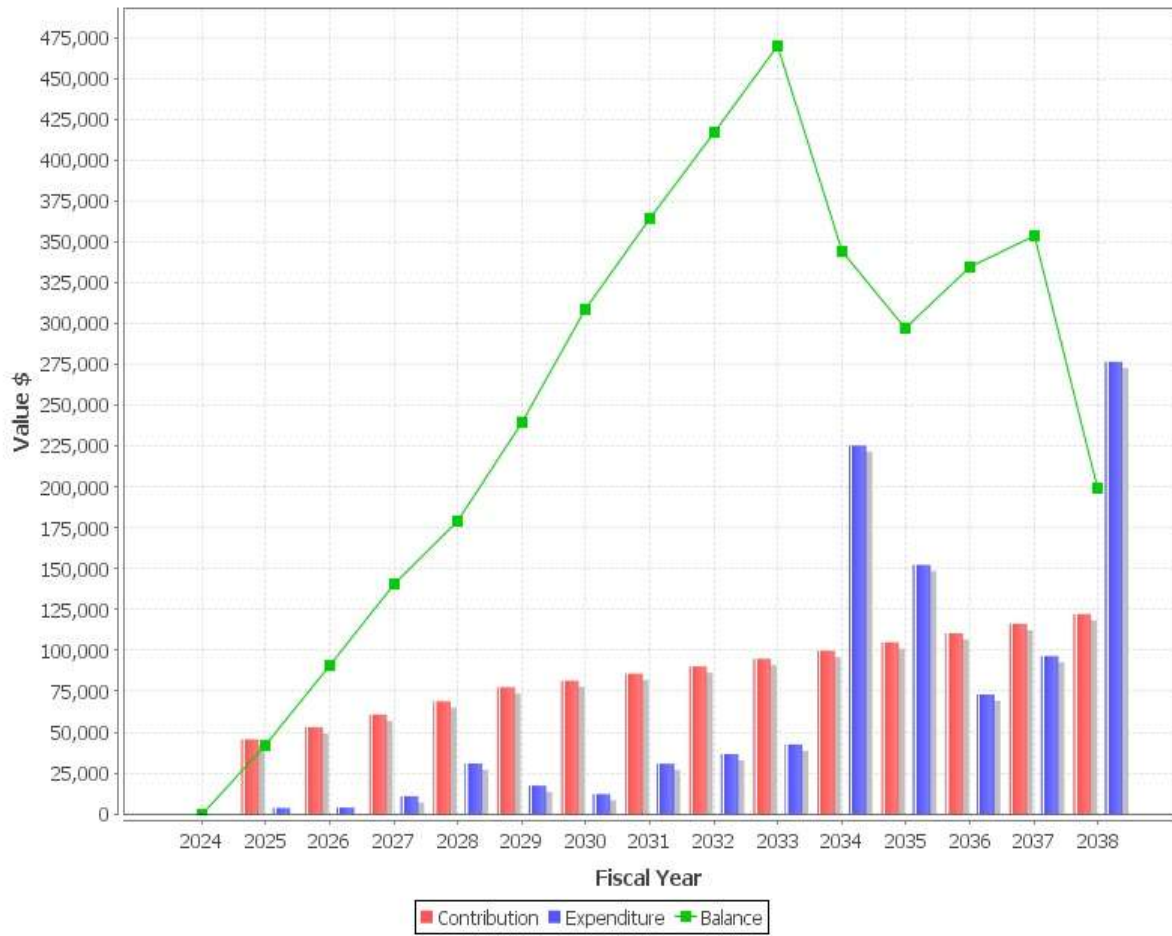
No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

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

SINKING FUND FINANCIAL SUMMARY

Year		Opening Balance	Income		Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	01/12/2024	\$0	\$0	\$0.00	\$0	\$0
2	01/12/2025	\$0	\$45,624	\$4.56	\$3,642	\$41,982
3	01/12/2026	\$41,982	\$52,996	\$5.30	\$3,824	\$91,154
4	01/12/2027	\$91,154	\$60,752	\$6.08	\$10,754	\$141,152
5	01/12/2028	\$141,152	\$68,911	\$6.89	\$30,816	\$179,248
6	01/12/2029	\$179,248	\$77,494	\$7.75	\$17,247	\$239,494
7	01/12/2030	\$239,494	\$81,524	\$8.15	\$12,161	\$308,857
8	01/12/2031	\$308,857	\$85,763	\$8.58	\$30,699	\$363,921
9	01/12/2032	\$363,921	\$90,223	\$9.02	\$36,579	\$417,565
10	01/12/2033	\$417,565	\$94,914	\$9.49	\$42,476	\$470,003
11	01/12/2034	\$470,003	\$99,850	\$9.98	\$225,444	\$344,408
12	01/12/2035	\$344,408	\$105,042	\$10.50	\$152,431	\$297,019
13	01/12/2036	\$297,019	\$110,504	\$11.05	\$73,126	\$334,397
14	01/12/2037	\$334,397	\$116,250	\$11.63	\$96,618	\$354,029
15	01/12/2038	\$354,029	\$122,295	\$12.23	\$276,717	\$199,608

SINKING FUND FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

December 2025	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$3,642
<u>Total Forecast Expenditure for year - December 2025 (Inc GST):</u>	<u>\$3,642</u>
Includes GST amount of :	\$331
December 2026	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$3,824
<u>Total Forecast Expenditure for year - December 2026 (Inc GST):</u>	<u>\$3,824</u>
Includes GST amount of :	\$348
December 2027	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$4,015
FIRE PROTECTION SYSTEMS	
- Provision to replace portable fire extinguishers	\$6,739
<u>Total Forecast Expenditure for year - December 2027 (Inc GST):</u>	<u>\$10,754</u>
Includes GST amount of :	\$978
December 2028	Expense Inc GST
SUPERSTRUCTURE	
- Repaint vent/downpipes	\$6,486
- Capital Replacement - General	\$4,216

BASEMENT

- Provision for CO sensor replacement/monitor \$1,784
- Maintain/repair main garage doors running gear \$1,483

FURNITURE & FITTINGS

- Install/Replace sensors/exits/emergency lighting \$5,932
- Provision to upgrade keypads/swipe readers \$2,545
- Provision to upgrade security cameras & associated equipment \$1,876
- Provision to replace door closers \$1,427

PLANT & EQUIPMENT

- Maintenance, repairs to waste compactors/chutes/doors/hoppers \$5,068

Total Forecast Expenditure for year - December 2028 (Inc GST): \$30,816

Includes GST amount of : \$2,801

December 2029	Expense Inc GST
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SUPERSTRUCTURE

- Replace window fixtures and fittings \$1,625
- Provision to replace balustrade/handrail fixings \$1,164
- Capital Replacement - General \$4,427

DRIVEWAYS, PATHWAYS & PARKING

- Maintain pathways 10% of total \$3,794

EXTERNAL WORKS

- Maintain common pipework \$3,330

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$1,091
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- Provision to replace door hardware	\$1,816
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<u>Total Forecast Expenditure for year - December 2029 (Inc GST):</u>	<u>\$17,247</u>
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Includes GST amount of :	\$1,568
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December 2030	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$4,648
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DRIVEWAYS, PATHWAYS & PARKING

- Provision to replace wheel stops	\$726
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ENTRY FOYER

- Maintain floor tiles	\$1,029
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FIRE PROTECTION SYSTEMS

- Provision to replace fire hose reels	\$2,786
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LOBBIES

- Maintain floor tiles	\$650
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PLANT & EQUIPMENT

- Replace ozone generator	\$2,322
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<u>Total Forecast Expenditure for year - December 2030 (Inc GST):</u>	<u>\$12,161</u>
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Includes GST amount of :	\$1,106
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December 2031	Expense Inc GST
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SUPERSTRUCTURE

- Maintain balcony/verandah floor tiles	\$2,515
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- Capital Replacement - General	\$4,880
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BASEMENT

- Replace exhaust/supply fans incl. HVAC monitor/variable driver \$10,762

FURNITURE & FITTINGS

- Install/Replace sensors/exits/emergency lighting \$6,866

- Provision to replace door closers \$1,652

PLANT & EQUIPMENT

- Replace sani pump \$4,022

Total Forecast Expenditure for year - December 2031 (Inc GST): \$30,699

Includes GST amount of : \$2,791

December 2032	Expense Inc GST
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SUPERSTRUCTURE

- Replace window fixtures and fittings \$1,881

- Provision to replace balustrade/handrail fixings \$1,348

- Capital Replacement - General \$5,125

BASEMENT

- Replace main garage door motors \$4,949

DRIVEWAYS, PATHWAYS & PARKING

- Maintain pathways 10% of total \$4,392

FURNITURE & FITTINGS

- Provision to upgrade security cameras & associated equipment \$2,281

FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$8,601
- Replace jacking/sprinkler pump	\$5,409
- Provision to replace pressure tank	\$887
- Provision to replace hydrant valve assemblies & seals	\$1,706
<u>Total Forecast Expenditure for year - December 2032 (Inc GST):</u>	<u>\$36,579</u>
Includes GST amount of :	\$3,325

December 2033	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$5,381
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BASEMENT

- Provision for CO sensor replacement/monitor	\$2,276
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EXTERNAL WORKS

- Maintain bin enclosure	\$2,849
- Service/repair/replace bin enclosure roller shutter door & motor in 25 years (partial accrual) 25%	\$7,203

FURNITURE & FITTINGS

- Provision to upgrade keypads/swipe readers	\$3,248
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ROOF

- Provision to maintain roof fixtures and flashings	\$15,051
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PLANT & EQUIPMENT

- Maintenance, repairs to waste compactors/chutes/doors/hoppers	\$6,468
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<u>Total Forecast Expenditure for year - December 2033 (Inc GST):</u>	<u>\$42,476</u>
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Includes GST amount of :	\$3,861
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December 2034	Expense Inc GST
SUPERSTRUCTURE	
- Repaint buildings	\$10,818
- Repaint balcony/verandah ceilings	\$22,059
- Scaffold/access equip allowance	\$20,592
- Repaint door face	\$1,355
- Capital Replacement - General	\$5,650
BASEMENT	
- Replace exhaust/supply fans incl. HVAC monitor/variable driver	\$12,458
- Repaint line marking	\$9,215
- Repaint door face	\$339
- Maintain/repair main garage doors running gear	\$1,987
DRIVEWAYS, PATHWAYS & PARKING	
- Maintain driveway 3% of total	\$4,774
- Maintain/repaint bollards	\$975
- Provision to replace wheel stops	\$882
ENTRY FOYER	
- Repaint walls	\$5,625
- Repaint ceiling	\$2,683
- Maintain floor tiles	\$1,251

FURNITURE & FITTINGS

- Maintain signage	\$1,750
- Install/Replace sensors/exits/emergency lighting	\$7,949
- Ongoing partial replacement of exterior lighting	\$1,392
- Provision to upgrade intercom systems, handsets & associated equipment in 15 years (partial accrual) 20%	\$9,691
- Provision to replace door closers	\$1,912

FIRE PROTECTION SYSTEMS

- Overhaul hydrant/sprinkler booster pumps and controllers 15 years (partial accrual) 20%	\$3,198
- Provision to upgrade Fire Panel & associated detection equipment 15 years (partial accrual) 20%	\$16,660

LOBBIES

- Repaint walls	\$39,377
- Repaint ceiling	\$16,876
- Repaint door face	\$19,769
- Maintain floor tiles	\$790

STAIRWELL

- Repaint door face	\$5,418
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Total Forecast Expenditure for year - December 2034 (Inc GST): \$225,444

Includes GST amount of : \$20,495

December 2035	Expense Inc GST
SUPERSTRUCTURE	
- Replace window fixtures and fittings	\$2,178
- Provision to replace balustrade/handrail fixings	\$1,560
- Maintain balcony/verandah floor tiles	\$3,057
- Capital Replacement - General	\$5,932
BASEMENT	
- Replace stormwater pumps	\$5,452
DRIVEWAYS, PATHWAYS & PARKING	
- Maintain pathways 10% of total	\$5,085
ENTRY FOYER	
- Replace carpet	\$5,689
FURNITURE & FITTINGS	
- Provision to upgrade intercom systems, handsets & associated equipment in 15 years (partial accrual) 20%	\$10,176
FIRE PROTECTION SYSTEMS	
- Overhaul hydrant/sprinkler booster pumps and controllers 15 years (partial accrual) 20%	\$3,358
- Provision to upgrade Fire Panel & associated detection equipment 15 years (partial accrual) 20%	\$17,493
LOBBIES	
- Replace carpet	\$92,451
<u>Total Forecast Expenditure for year - December 2035 (Inc GST):</u>	<u>\$152,431</u>
Includes GST amount of :	\$13,857

December 2036		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$6,229
BASEMENT		
- Maintain ventilation ducting		\$1,176
EXTERNAL WORKS		
- Maintain common pipework		\$4,686
FURNITURE & FITTINGS		
- Provision to upgrade security cameras & associated equipment		\$2,772
- Provision to upgrade intercom systems, handsets & associated equipment in 15 years (partial accrual) 20%		\$10,684
- Provision to replace door hardware		\$2,555
FIRE PROTECTION SYSTEMS		
- Overhaul hydrant/sprinkler booster pumps and controllers 15 years (partial accrual) 20%		\$3,526
- Provision to upgrade Fire Panel & associated detection equipment 15 years (partial accrual) 20%		\$18,367
ROOF		
- Provision partial balcony membrane replacement		\$17,997
PLANT & EQUIPMENT		
- Replace sani pump		\$5,134
<u>Total Forecast Expenditure for year - December 2036 (Inc GST):</u>		<u>\$73,126</u>
Includes GST amount of :		\$6,648
December 2037		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$6,540

BASEMENT

- Replace exhaust/supply fans incl. HVAC monitor/variable driver	\$14,422
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DRIVEWAYS, PATHWAYS & PARKING

- Replace traffic mirror	\$762
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FURNITURE & FITTINGS

- Install/Replace sensors/exits/emergency lighting	\$9,202
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- Provision to upgrade intercom systems, handsets & associated equipment in 15 years (partial accrual) 20%	\$11,218
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- Provision to replace door closers	\$2,214
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FIRE PROTECTION SYSTEMS

- Overhaul hydrant/sprinkler booster pumps and controllers 15 years (partial accrual) 20%	\$3,702
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- Provision to upgrade Fire Panel & associated detection equipment 15 years (partial accrual) 20%	\$19,286
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- Provision to replace portable fire extinguishers	\$10,977
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ROOF

- Provision to maintain roof fixtures and flashings	\$18,295
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<u>Total Forecast Expenditure for year - December 2037 (Inc GST):</u>	<u>\$96,618</u>
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Includes GST amount of :	\$8,783
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December 2038

Expense Inc GST

SUPERSTRUCTURE

- Replace window fixtures and fittings	\$2,521
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- Repaint vent/downpipes	\$10,565
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- Replace external door/frame	\$1,601
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- Provision to replace balustrade/handrail fixings	\$1,806
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- Capital Replacement - General	\$6,867
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BASEMENT

- Provision for CO sensor replacement/monitor	\$2,905
- Provision to replace main garage door in 23 years (partial accrual) 20%	\$3,997
- Replace stormwater pumps	\$6,312

DRIVEWAYS, PATHWAYS & PARKING

- Maintain pathways 10% of total	\$5,886
- Provision to replace wheel stops	\$1,072

ENTRY FOYER

- Maintain floor tiles	\$1,521
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EXTERNAL WORKS

- Service/repair/replace bin enclosure roller shutter door & motor in 25 years (partial accrual) 25%	\$9,193
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FENCING

- Replace cyclone/mesh fencing in 30 years (partial accrual) 50%	\$5,122
- Provision to replace colorbond fencing in 35 years (partial accrual) 20%	\$3,032
- Replace powder coated baluster fencing in 30 years (partial accrual) 50%	\$7,615

FURNITURE & FITTINGS

- Provision to replace mail boxes (partial accrual) 20%	\$4,034
- Provision to upgrade keypads/swipe readers	\$4,145
- Provision to upgrade intercom systems, handsets & associated equipment in 15 years (partial accrual) 20%	\$11,779

FIRE PROTECTION SYSTEMS

- Overhaul hydrant/sprinkler booster pumps and controllers 15 years (partial accrual) 20%	\$3,888
- Provision to upgrade Fire Panel & associated detection equipment 15 years (partial accrual) 20%	\$20,250

LOBBIES

- Maintain floor tiles	\$960
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ROOF

- Provision to replace guttering in 30 years (partial accrual) 25%	\$5,360
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- Provision to replace down pipes in 30 years (partial accrual) 25%	\$28,428
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PLANT & EQUIPMENT

- Refurbish lifts interior in 25 years (partial accrual) 33%	\$7,547
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- Allowance for mechanical upgrade of lifts in 30 years (partial accrual) 25%	\$108,624
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- Maintenance, repairs to waste compactors/chutes/doors/hoppers	\$8,255
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- Replace ozone generator	\$3,430
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<u>Total Forecast Expenditure for year - December 2038 (Inc GST):</u>	<u>\$276,717</u>
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Includes GST amount of :	\$25,156
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ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
SUPERSTRUCTURE																		
- Repaint buildings	\$5,750	2034	10											10818				
- Repaint balcony/verandah ceilings	\$11,725	2034	10											22059				
- Replace window fixtures and fittings	\$1,102	2029	3						1625			1881			2178			2521
- Repaint vent/downpipes	\$4,620	2028	10					6486										10565
- Scaffold/access equip allowance	\$10,945	2034	10											20592				
- Repaint door face	\$720	2034	10											1355				
- Replace external door/frame	\$700	2038	5															1601
- Provision to replace balustrade/handrail fixings	\$790	2029	3						1164			1348			1560			1806
- Maintain balcony/verandah floor tiles	\$1,548	2031	4								2515				3057			
- Capital Replacement - General	\$3,003	2025	1		3642	3824	4015	4216	4427	4648	4880	5125	5381	5650	5932	6229	6540	6867
BASEMENT																		
- Replace exhaust/supply fans incl. HVAC monitor/variable driver	\$6,622	2031	3								10762			12458			14422	
- Repaint line marking	\$4,898	2034	10											9215				
- Provision for CO sensor replacement/monitor	\$1,270	2028	5					1784					2276					2905
- Maintain ventilation ducting	\$567	2036	5													1176		
- Repaint door face	\$180	2034	10											339				
- Provision to replace main garage door in 23 years (partial accrual) 20%	\$1,748	2038	2															3997
- Maintain/repair main garage doors running gear	\$1,056	2028	6					1483						1987				
- Replace main garage door motors	\$2,900	2032	10									4949						
- Replace stormwater pumps	\$2,760	2035	3												5452			6312

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
DRIVEWAYS, PATHWAYS & PARKING																		
- Maintain pathways 10% of total	\$2,574	2029	3						3794			4392			5085			5886
- Maintain driveway 3% of total	\$2,538	2034	5											4774				
- Maintain/repaint bollards	\$518	2034	10											975				
- Replace traffic mirror	\$350	2037	15														762	
- Provision to replace wheel stops	\$469	2030	4							726				882				1072
ENTRY FOYER																		
- Repaint walls	\$2,990	2034	10											5625				
- Repaint ceiling	\$1,426	2034	10											2683				
- Maintain floor tiles	\$665	2030	4							1029				1251				1521
- Replace carpet	\$2,880	2035	12												5689			
EXTERNAL WORKS																		
- Maintain common pipework	\$2,259	2029	7						3330								4686	
- Maintain bin enclosure	\$1,590	2033	10										2849					
- Service/repair/replace bin enclosure roller shutter door & motor in 25 years (partial accrual) 25%	\$4,020	2033	5										7203					9193
FENCING																		
- Replace cyclone/mesh fencing in 30 years (partial accrual) 50%	\$2,240	2038	15															5122
- Provision to replace colorbond fencing in 35 years (partial accrual) 20%	\$1,326	2038	5															3032
- Replace powder coated baluster fencing in 30 years (partial accrual) 50%	\$3,330	2038	15															7615
FURNITURE & FITTINGS																		
- Maintain signage	\$930	2034	5											1750				
- Provision to replace mail boxes (partial accrual) 20%	\$1,764	2038	2															4034
- Install/Replace sensors/exits/emergency lighting	\$4,225	2028	3					5932			6866			7949			9202	

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
FURNITURE & FITTINGS (CONT.)																		
- Ongoing partial replacement of exterior lighting	\$740	2029	5						1091					1392				
- Provision to upgrade keypads/swipe readers	\$1,812	2028	5					2545					3248					4145
- Provision to upgrade security cameras & associated equipment	\$1,336	2028	4					1876				2281				2772		
- Provision to upgrade intercom systems, handsets & associated equipment in 15 years (partial accrual) 20%	\$5,151	2034	1											9691	10176	10684	11218	11779
- Provision to replace door closers	\$1,016	2028	3					1427			1652			1912			2214	
- Provision to replace door hardware	\$1,232	2029	7						1816							2555		
FIRE PROTECTION SYSTEMS																		
- Overhaul hydrant/sprinkler booster pumps and controllers 15 years (partial accrual) 20%	\$1,700	2034	1											3198	3358	3526	3702	3888
- Provision to upgrade Fire Panel & associated detection equipment 15 years (partial accrual) 20%	\$8,855	2034	1											16660	17493	18367	19286	20250
- Provision to replace fire hose reels	\$1,800	2030	9							2786								
- Provision to replace portable fire extinguishers	\$5,040	2027	5				6739					8601					10977	
- Replace jacking/sprinkler pump	\$3,170	2032	10									5409						
- Provision to replace pressure tank	\$520	2032	10									887						
- Provision to replace hydrant valve assemblies & seals	\$1,000	2032	10									1706						
LOBBIES																		
- Repaint walls	\$20,930	2034	10											39377				
- Repaint ceiling	\$8,970	2034	10											16876				
- Replace carpet	\$46,800	2035	12												92451			
- Repaint door face	\$10,508	2034	10											19769				
- Maintain floor tiles	\$420	2030	4							650				790				960

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
ROOF																		
- Provision to replace guttering in 30 years (partial accrual) 25%	\$2,344	2038	5															5360
- Provision to replace down pipes in 30 years (partial accrual) 25%	\$12,431	2038	5															28428
- Provision partial balcony membrane replacement	\$8,676	2036	5													17997		
- Provision to maintain roof fixtures and flashings	\$8,400	2033	4										15051				18295	
STAIRWELL																		
- Repaint door face	\$2,880	2034	10											5418				
PLANT & EQUIPMENT																		
- Refurbish lifts interior in 25 years (partial accrual) 33%	\$3,300	2038	3															7547
- Allowance for mechanical upgrade of lifts in 30 years (partial accrual) 25%	\$47,500	2038	5															108624
- Replace sani pump	\$2,475	2031	5								4022					5134		
- Maintenance, repairs to waste compactors/chutes/doors/hoppers	\$3,610	2028	5					5068					6468					8255
- Replace ozone generator	\$1,500	2030	8							2322								3430
Total				0	3642	3824	10754	30816	17247	12161	30699	36579	42476	225444	152431	73126	96618	276717
Includes GST amount of				0	331	348	978	2801	1568	1106	2791	3325	3861	20495	13857	6648	8783	25156

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
SUPERSTRUCTURE																		
- Repaint buildings	\$5,750	2034	10	761	1561	2401	3282	4208	5179	6200	7271	8396	9578	10818	1401	2872	4416	6038
- Repaint balcony/verandah ceilings	\$11,725	2034	10	1553	3183	4895	6692	8580	10561	12642	14827	17121	19530	22059	2857	5856	9006	12313
- Replace window fixtures and fittings	\$1,102	2029	3	239	490	753	1030	1320	1625	597	1223	1881	691	1416	2178	800	1639	2521
- Repaint vent/downpipes	\$4,620	2028	10	1174	2406	3700	5059	6486	840	1722	2648	3620	4641	5713	6839	8021	9262	10565
- Scaffold/access equip allowance	\$10,945	2034	10	1449	2971	4569	6247	8009	9859	11801	13841	15982	18231	20592	2667	5467	8407	11494
- Repaint door face	\$720	2034	10	95	196	301	411	527	649	777	911	1052	1200	1355	175	360	553	756
- Replace external door/frame	\$700	2038	5	74	152	234	320	410	505	604	708	818	933	1054	1181	1314	1454	1601
- Provision to replace balustrade/handrail fixings	\$790	2029	3	171	351	539	738	946	1164	428	877	1348	495	1014	1560	573	1174	1806
- Maintain balcony/verandah floor tiles	\$1,548	2031	4	263	540	830	1135	1455	1791	2144	2515	709	1454	2236	3057	862	1767	2717
- Capital Replacement - General	\$3,003	2025	1	1777	3642	3824	4015	4216	4427	4648	4880	5125	5381	5650	5932	6229	6540	6867
BASEMENT																		
- Replace exhaust/supply fans incl. HVAC monitor/variable driver	\$6,622	2031	3	1127	2310	3553	4858	6227	7666	9176	10762	3952	8101	12458	4575	9378	14422	5296
- Repaint line marking	\$4,898	2034	10	649	1330	2045	2796	3584	4412	5281	6194	7152	8158	9215	1193	2446	3762	5144
- Provision for CO sensor replacement/monitor	\$1,270	2028	5	323	662	1018	1392	1784	412	844	1299	1775	2276	526	1078	1657	2266	2905
- Maintain ventilation ducting	\$567	2036	5	66	136	209	286	367	452	541	634	732	835	943	1057	1176	271	556
- Repaint door face	\$180	2034	10	24	49	75	103	132	162	194	228	263	300	339	44	90	138	189
- Provision to replace main garage door in 23 years (partial accrual) 20%	\$1,748	2038	2	185	380	584	798	1024	1260	1508	1769	2042	2330	2632	2948	3281	3630	3997
- Maintain/repair main garage doors running gear	\$1,056	2028	6	268	550	846	1157	1483	292	599	921	1259	1614	1987	391	802	1234	1687
- Replace main garage door motors	\$2,900	2032	10	449	920	1415	1934	2480	3053	3654	4286	4949	641	1314	2020	2762	3541	4359
- Replace stormwater pumps	\$2,760	2035	3	343	702	1080	1476	1893	2330	2789	3271	3777	4308	4866	5452	2002	4105	6312

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
DRIVEWAYS, PATHWAYS & PARKING																		
- Maintain pathways 10% of total	\$2,574	2029	3	558	1143	1758	2404	3082	3794	1393	2856	4392	1613	3307	5085	1867	3828	5886
- Maintain driveway 3% of total	\$2,538	2034	5	336	689	1059	1448	1857	2286	2736	3209	3705	4227	4774	1102	2260	3476	4752
- Maintain/repaint bollards	\$518	2034	10	69	141	216	296	379	467	559	655	757	863	975	126	259	398	544
- Replace traffic mirror	\$350	2037	15	39	80	123	168	215	264	317	371	429	489	552	619	689	762	73
- Provision to replace wheel stops	\$469	2030	4	89	183	281	384	493	607	726	205	420	645	882	249	510	784	1072
ENTRY FOYER																		
- Repaint walls	\$2,990	2034	10	396	812	1248	1707	2188	2693	3224	3781	4366	4980	5625	728	1493	2296	3140
- Repaint ceiling	\$1,426	2034	10	189	387	595	814	1044	1285	1538	1803	2082	2375	2683	347	712	1095	1497
- Maintain floor tiles	\$665	2030	4	126	259	398	545	698	860	1029	290	595	915	1251	353	723	1112	1521
- Replace carpet	\$2,880	2035	12	357	733	1127	1540	1975	2431	2910	3413	3941	4496	5078	5689	642	1316	2023
EXTERNAL WORKS																		
- Maintain common pipework	\$2,259	2029	7	490	1004	1543	2110	2705	3330	576	1180	1814	2481	3180	3915	4686	810	1660
- Maintain bin enclosure	\$1,590	2033	10	227	464	714	976	1252	1541	1844	2163	2498	2849	369	756	1163	1590	2038
- Service/repair/replace bin enclosure roller shutter door & motor in 25 years (partial accrual) 25%	\$4,020	2033	5	573	1174	1805	2468	3164	3895	4663	5469	6315	7203	1664	3411	5245	7171	9193
FENCING																		
- Replace cyclone/mesh fencing in 30 years (partial accrual) 50%	\$2,240	2038	15	237	487	748	1023	1312	1615	1933	2267	2617	2986	3372	3778	4204	4652	5122
- Provision to replace colorbond fencing in 35 years (partial accrual) 20%	\$1,326	2038	5	141	288	443	606	776	956	1144	1342	1549	1767	1996	2237	2489	2754	3032
- Replace powder coated baluster fencing in 30 years (partial accrual) 50%	\$3,330	2038	15	353	723	1113	1521	1950	2400	2873	3370	3891	4439	5014	5617	6251	6916	7615

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
FURNITURE & FITTINGS																		
- Maintain signage	\$930	2034	5	123	253	388	531	681	838	1003	1176	1358	1549	1750	404	828	1274	1742
- Provision to replace mail boxes (partial accrual) 20%	\$1,764	2038	2	187	383	589	806	1033	1272	1522	1785	2061	2351	2656	2976	3311	3664	4034
- Install/Replace sensors/exits/emergency lighting	\$4,225	2028	3	1074	2201	3384	4627	5932	2178	4465	6866	2521	5169	7949	2919	5984	9202	3379
- Ongoing partial replacement of exterior lighting	\$740	2029	5	160	329	506	691	886	1091	252	516	794	1086	1392	321	659	1013	1385
- Provision to upgrade keypads/swipe readers	\$1,812	2028	5	461	944	1452	1985	2545	588	1205	1853	2534	3248	750	1538	2365	3233	4145
- Provision to upgrade security cameras & associated equipment	\$1,336	2028	4	340	696	1070	1463	1876	529	1085	1668	2281	643	1318	2027	2772	782	1602
- Provision to upgrade intercom systems, handsets & associated equipment in 15 years (partial accrual) 20%	\$5,151	2034	1	682	1398	2150	2940	3769	4640	5554	6514	7522	8580	9691	10176	10684	11218	11779
- Provision to replace door closers	\$1,016	2028	3	258	529	814	1113	1427	524	1074	1652	607	1243	1912	702	1440	2214	813
- Provision to replace door hardware	\$1,232	2029	7	267	547	842	1151	1475	1816	314	643	989	1353	1734	2134	2555	442	905
FIRE PROTECTION SYSTEMS																		
- Overhaul hydrant/sprinkler booster pumps and controllers 15 years (partial accrual) 20%	\$1,700	2034	1	225	461	710	970	1244	1531	1833	2150	2482	2831	3198	3358	3526	3702	3888
- Provision to upgrade Fire Panel & associated detection equipment 15 years (partial accrual) 20%	\$8,855	2034	1	1173	2404	3697	5054	6480	7976	9548	11198	12931	14750	16660	17493	18367	19286	20250
- Provision to replace fire hose reels	\$1,800	2030	9	342	701	1079	1475	1891	2327	2786	392	804	1236	1689	2166	2666	3191	3743
- Provision to replace portable fire extinguishers	\$5,040	2027	5	1564	3205	4929	6739	1557	3191	4907	6709	8601	1987	4072	6263	8562	10977	2535
- Replace jacking/sprinkler pump	\$3,170	2032	10	491	1006	1546	2114	2711	3337	3994	4684	5409	700	1436	2208	3019	3870	4764
- Provision to replace pressure tank	\$520	2032	10	80	165	254	347	444	547	655	768	887	115	235	362	495	634	781
- Provision to replace hydrant valve assemblies & seals	\$1,000	2032	10	155	317	488	667	855	1052	1260	1477	1706	221	453	696	952	1220	1502

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
LOBBIES																		
- Repaint walls	\$20,930	2034	10	2772	5682	8738	11946	15315	18853	22567	26467	30562	34862	39377	5099	10454	16076	21979
- Repaint ceiling	\$8,970	2034	10	1188	2435	3745	5120	6564	8080	9672	11343	13098	14941	16876	2186	4480	6890	9420
- Replace carpet	\$46,800	2035	12	5808	11907	18311	25034	32094	39507	47291	55464	64045	73056	82517	92451	10431	21383	32883
- Repaint door face	\$10,508	2034	10	1392	2853	4387	5998	7689	9465	11330	13288	15344	17502	19769	2560	5248	8071	11034
- Maintain floor tiles	\$420	2030	4	80	164	252	344	441	543	650	183	376	578	790	223	457	702	960
ROOF																		
- Provision to replace guttering in 30 years (partial accrual) 25%	\$2,344	2038	5	248	509	783	1071	1373	1690	2022	2372	2739	3124	3529	3954	4400	4868	5360
- Provision to replace down pipes in 30 years (partial accrual) 25%	\$12,431	2038	5	1317	2701	4153	5678	7280	8961	10726	12580	14527	16570	18716	20970	23335	25820	28428
- Provision partial balcony membrane replacement	\$8,676	2036	5	1016	2083	3203	4379	5614	6911	8273	9702	11203	12780	14435	16172	17997	4157	8521
- Provision to maintain roof fixtures and flashings	\$8,400	2033	4	1197	2453	3772	5158	6612	8139	9743	11427	13195	15051	4245	8702	13381	18295	5159
STAIRWELL																		
- Repaint door face	\$2,880	2034	10	381	782	1202	1644	2107	2594	3105	3642	4205	4797	5418	702	1438	2212	3024
PLANT & EQUIPMENT																		
- Refurbish lifts interior in 25 years (partial accrual) 33%	\$3,300	2038	3	350	717	1103	1507	1933	2379	2848	3340	3856	4399	4969	5567	6195	6855	7547
- Allowance for mechanical upgrade of lifts in 30 years (partial accrual) 25%	\$47,500	2038	5	5034	10319	15869	21697	27815	34240	40986	48069	55506	63316	71515	80125	89165	98657	108624
- Replace sani pump	\$2,475	2031	5	421	863	1328	1815	2327	2865	3429	4022	929	1905	2929	4005	5134	1186	2431
- Maintenance, repairs to waste compactors/chutes/doors/hoppers	\$3,610	2028	5	917	1880	2891	3953	5068	1171	2400	3690	5045	6468	1494	3063	4710	6439	8255
- Replace ozone generator	\$1,500	2030	8	285	585	899	1229	1576	1940	2322	359	736	1132	1548	1985	2443	2925	3430
TOTAL ACCRUALS				45158	88928	136752	180231	206018	248591	300274	336741	373598	408092	266486	231693	283468	320387	183878

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

REPORT INFORMATION

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

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

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

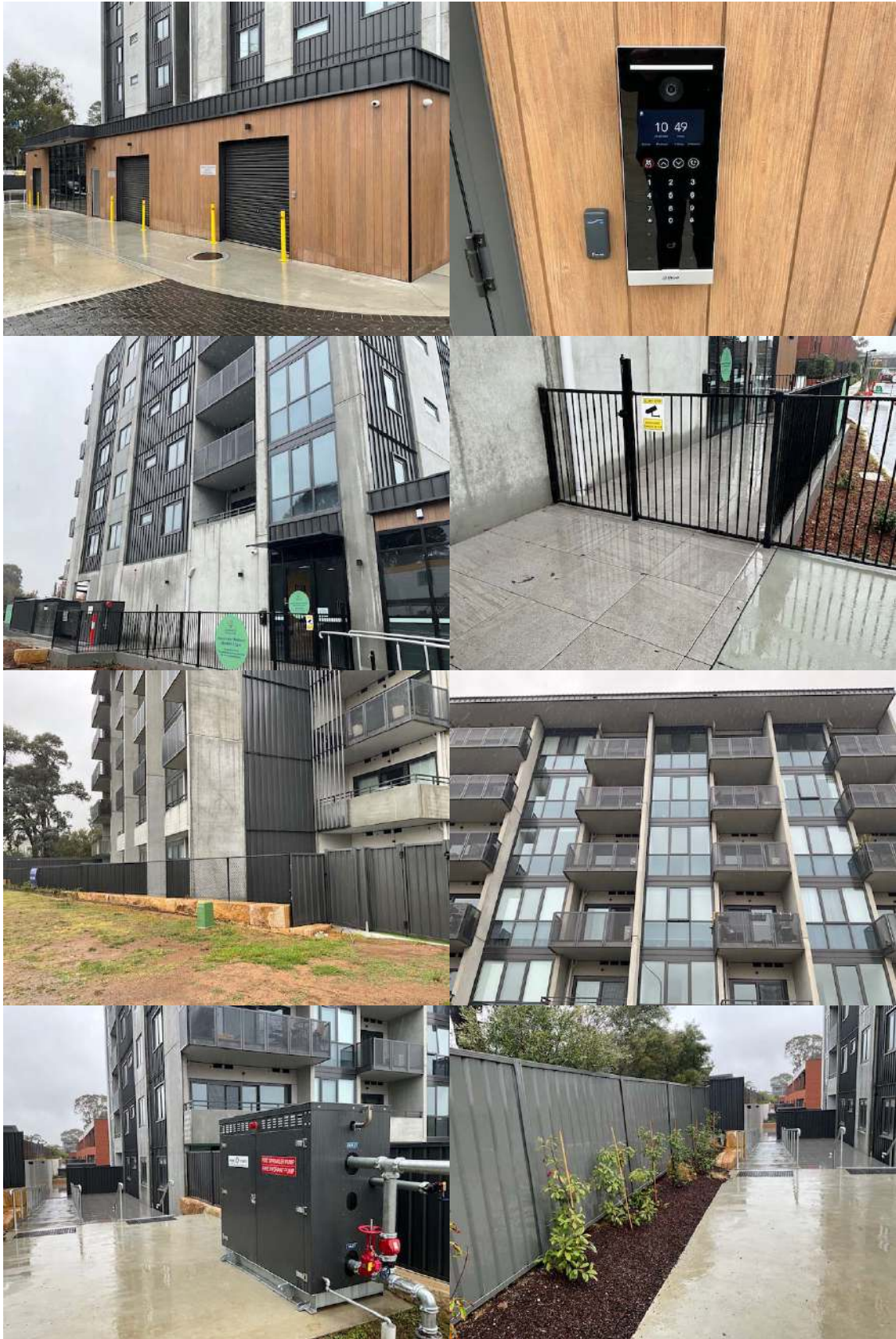
This Sinking Fund plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. Where information in respect of any of these items at time of ordering, it has been incorporated into the report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

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

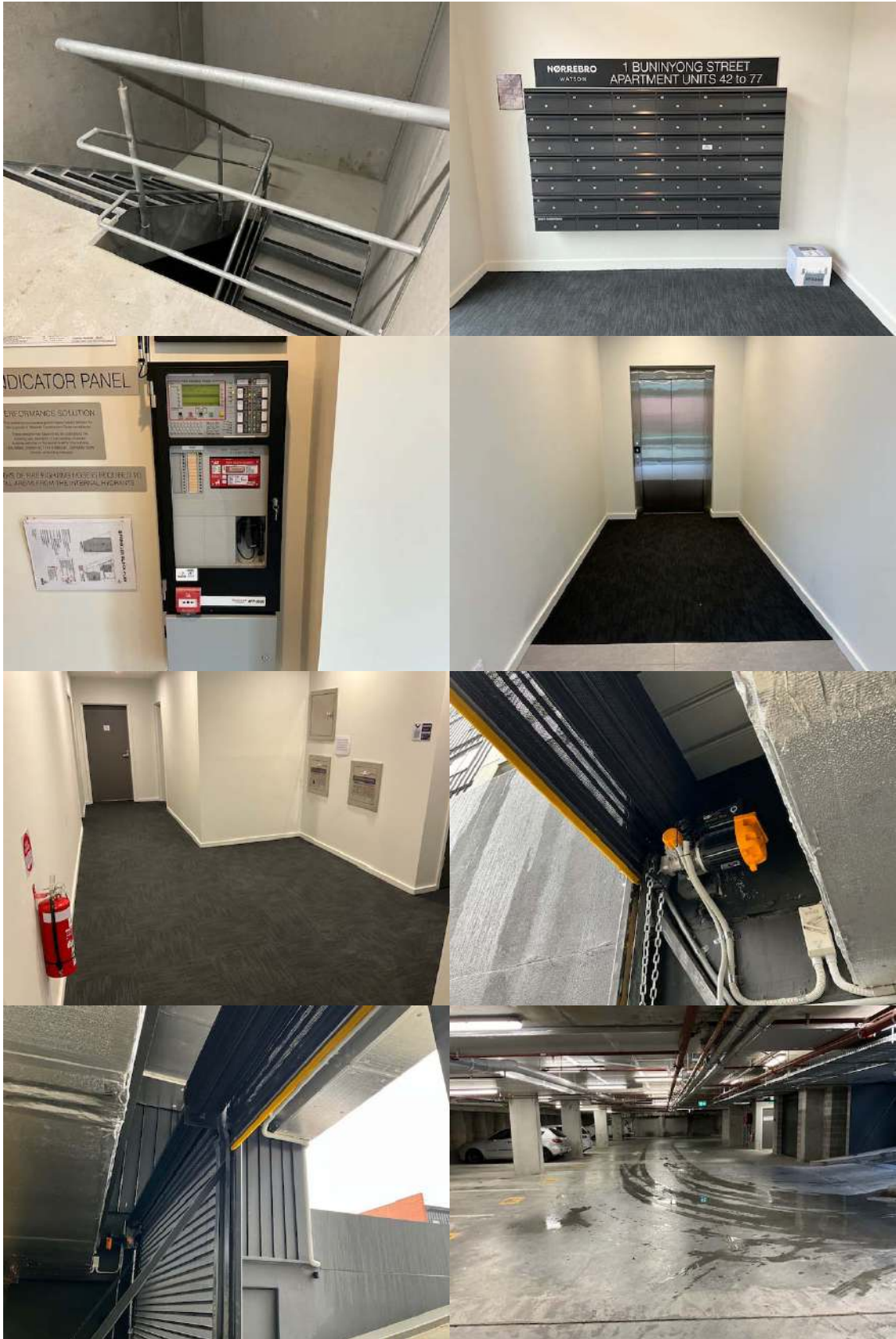
The inspector did not identify and assess safety hazards and did not carry out a risk assessment relating to any hazards upon the common property as part of this report. The report is not an Asbestos report and no assessment was made of asbestos products. The report is not Pool Safety or Window Safety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

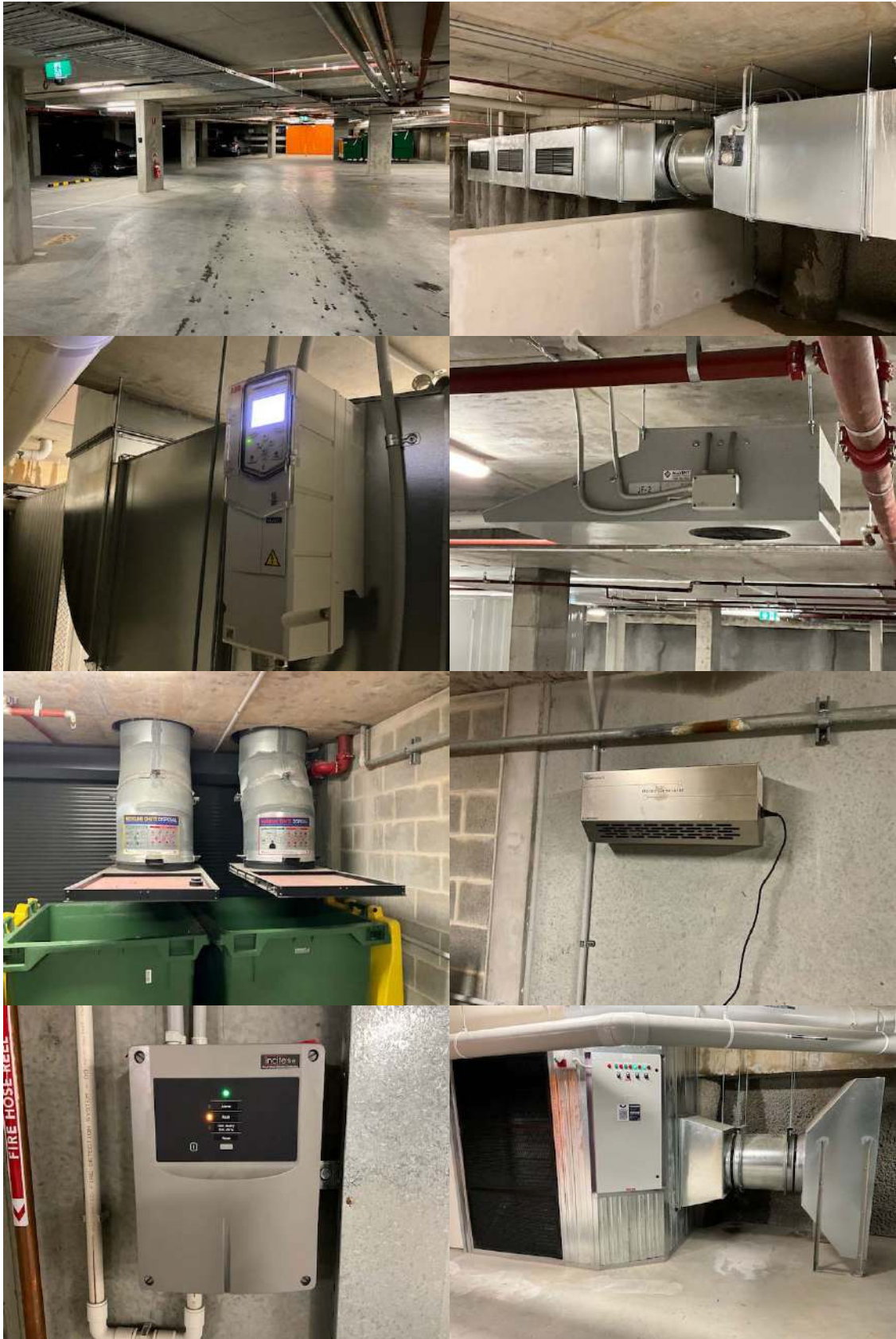
AREAS NOT INSPECTED

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











UNITS PLAN RULES

1 Definitions-default rules

(1) In these rules:

Executive Committee representative means a person authorised in writing by the executive committee under rule 10 (4).

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

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

2 Payment of rates and taxes by unit owners

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

3 Repairs and maintenance

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

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

4 Erections and alterations

(1) A unit owner may erect or alter any structure in or on the unit or the Common Property only –

(a) in accordance with the express permission of the 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.

5 Use of common property

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

6 Hazardous use of unit

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

7 Use of unit-nuisance or annoyance

- (1) A unit owner must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner, occupier or user of another unit.
- (2) This rules 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 condition.
- (4) Permission may be withdrawn by special resolution of the Owners Corporation.

8 Noise

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

9 Illegal use of unit

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

10 What may an Executive Committee Representative do?

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

- (a) the Executive Committee or the representative has given the owner, occupier or user of the unit reasonable notice of his or her intention to do the thing; or
 - (b) in an emergency, it is essential that it be done without notice.
- (4) The Executive Committee may give a written authority to a person to represent the corporation under this rule.

11 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
 - (b) the seal must be attached in the presence of 2 Executive Members; and
 - (c) the Executive Members witness the attaching of the seal must sign the documents as witnesses.
-

MINUTES OF INAUGURAL GENERAL MEETING

Units Plan No. 16480 – 1-3 Buninyong Street, WATSON ACT 2602

DATE: 13 December 2024

TIME: 1:30pm

LOCATION: LJ Hooker Strata ACT, 1st Floor, 182-200 City Walk, Canberra ACT

Present: John Tanchevski – HTI Watson Pty Limited ACN 611 569 138
Jess Pirie – representing LJ Hooker Strata ACT

QUORUM: As all units are owned by HTI Watson Pty Limited ACN 611 569 138 a quorum was declared present for the meeting.

CHAIR: It was **resolved** that HTI Watson Pty Limited ACN 611 569 138 chair the meeting. The Chair advised the meeting that the development situated at 1-3 Buninyong Street consisting of 77 A Class Units was registered at the Land Titles Office as Units Plan 16480 on Friday 13 December 2024.

This meeting is to resolve and put into effect certain matters required under the provisions of the Unit Titles (Management) Act 2011.

1. OWNERS CORPORATION MANAGER

Motion 1: That LJH Strata (ACT) Pty Ltd T/A LJ Hooker Strata ACT be appointed Managing Agent for the Corporation for a period of 2 years from the registration of the Units Plan, in accordance with performance of its duties and functions and to exercise its functions pursuant to Division 4.2 of the Unit Titles (Management) Act 2011 and in accordance with the Management Agreement tabled at this meeting.

CARRIED

2. INSURANCE

Motion 2: That the Corporation obtain the following Insurance cover:

CHU Underwriting Agencies

Policy Number HU0006136782

BUILDING	\$26,000,000
COMMON AREA CONTENTS	\$0
LOSS OF RENT/TEMP ACCOMODATION (15%)	\$3,900,000
PUBLIC OR LEGAL LIABILITY	\$20,000,000
VOLUNTARY WORKERS	\$200,000/\$2,000
FIDELTIY GUARANTEE	\$100,000
OFFICE BEARER'S LEGAL LIABILITY	NOT SELECTED
GOVERNMENT AUDIT COSTS	\$25,000
APPEAL EXPENSES	\$100,000
LEGAL EXPENSES	\$50,000
LOT OWNERS FIXTURES AND IMPROVEMENTS PER LOT	\$250,000
FLOOD	IS INCLUDED
EXCESS	\$2,000
TOTAL Premium	\$36,889.97

CARRIED

3. COMMON SEAL

Motion 3: That a common seal be purchased and until the next General Meeting shall only be affixed to certificates given pursuant to Section 119 of the Act.

CARRIED

4 BUDGET

Motion 4: That the Corporation endorse the following budget for the Administrative Fund for the period 13th of December 2024 until 30th of November 2025.

APARTMENT ONLY BUDGET

Block A - Lot 1 - Oct 2024

Administrative Fund	Year 1	Year 2
Sinking Fund Forecast	\$1,100	\$0
Waste Removal	\$1,100	\$1,155
Gardener	\$6,600	\$6,930
Caretaker	\$44,000	\$44,000
Community Title Contribution	\$14,399	\$15,280
Electricity	\$19,800	\$19,800
Insurance Premium	\$36,637	\$38,500
Fire Systems Maintenance	DLP	\$12,000
Management Fees (All Inclusive)	\$33,880	\$33,880
Sundry Expenses	\$1,650	\$1,733
Tax Lodgement	\$330	\$347
Telephone	\$2,640	\$2,772
Water	\$25,000	\$26,250
Maintenance Electrical	\$1,650	\$1,733
Maintenance General	\$1,650	\$1,733
Maintenance Lift	DLP	\$16,000
Maintenance Roof	\$1,650	\$1,733
Totals	\$192,086	\$223,844

COMMERCIAL ONLY BUDGET

Block A - Lot 1 - Jan 2024

Administrative Fund	Year 1	Year 2
Sinking Fund Forecast	\$1,100	\$0
Waste Removal		
Gardener		
Caretaker		
Community Title Contribution	\$14,399	\$15,280
Electricity	\$19,800	\$19,800
Insurance Premium	\$36,637	\$38,500
Fire Systems Maintenance	DLP	\$12,000
Management Fees (All Inclusive)	\$33,880	\$33,880
Sundry Expenses	\$1,650	\$1,733
Tax Lodgement	\$330	\$347
Telephone	\$2,640	\$2,772
Water	\$25,000	\$26,250
Maintenance Electrical	\$1,650	\$1,733
Maintenance General	\$1,650	\$1,733
Maintenance Lift	DLP	\$16,000
Maintenance Roof	\$1,650	\$1,733
Totals	\$140,386	\$171,759

CARRIED

5. LEVIES

Motion 5:

A; That the Corporation determine a levy equal to the approved **Apartment Units** Budget, of which the total is \$192,086.00 Incl GST for the period 13th of December 2024 until 30th of November 2025 and to be contributed to in accordance with unit entitlements.

Payment to be made in 2 instalments paid in advance and due 23 December 2024 and 1 May 2025.

CARRIED

B; That the Corporation determine a levy equal to the approved **Commercial Units Budget**, of which the total is \$140,386.00 Incl GST for the period 13th of December 2024 until 30th of November 2025 and to be contributed to in accordance with unit entitlements.

Payment to be made in 2 instalments paid in advance and due 23 December 2024 and 1 May 2025.

CARRIED

6. BANK ACCOUNT

Motion 6: That the Corporation open a Bank Account with Bank of Queensland in the name of "The Owners – Units Plan 16480".

CARRIED

7. PLANS & CERTIFICATE

The Chairman advised that the registered Units Plan, any building plans and Certificate of Title for Common Property would be handed to the Managing Agent for safekeeping at the earliest opportunity.

8. EXECUTIVE COMMITTEE

Motion 7: That all owners form the Executive Committee of the Corporation until the earlier of the next General Meeting or the next Annual General Meeting of members.

CARRIED

9. GENERAL MEETING

It was noted that a General Meeting should be held, if possible, within 90 days of the registration of the Units Plan to elect an Executive Committee and address any issues the owners may wish to raise. This is subject to a majority settlement of Units within that timeframe.

10. MAILING ADDRESS

It was noted that the mailing address for the Owners Corporation would be 1st Floor, 182 – 200 City Walk, Canberra City, ACT, 2601.

11. PETS/ANIMALS

Note as per the Default Rules: That:

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

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

Assistance Animals

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

12. ELECTRONIC VOTING

Motion 8: That the Owners Corporation agree to conduct meetings using Electronic Voting and that meetings can now be held via these means:

- (a) voting in the meeting by teleconference, videoconference, email or other electronic means;
- (b) voting on a motion by email or other electronic means before the meeting at which the matter (other than an election) is to be decided (pre-meeting electronic voting).

Note:

- (a) the owners corporation must ensure that members have reasonable access to facilities to vote; and
- (b) information about how members can access the facilities must accompany the notice of the general meeting.
- (c) A motion that is to be decided wholly by pre-meeting electronic voting may not be amended at the general meeting for which the pre-meeting electronic voting is conducted.
- (d) A motion that is to be decided partly by pre-meeting electronic voting must not be amended at the general meeting for which the pre-meeting electronic voting is conducted if the effect of the amendment is to change the subject matter of the original motion. If a motion that is to be decided partly by pre-meeting electronic voting is amended at the general meeting for which the pre-meeting electronic voting is conducted, the minutes of the meeting must be accompanied by a notice of a change and a statement setting out the power to request a further general meeting under the Act.

13. DEVELOPER REQUIREMENTS

In accordance with Schedule 3.4 of the UTMA, the developer must give the following records to the owners corporation at the First Annual General Meeting:

- * any plans, specifications, diagrams or drawings that relate to the design or service of the units or common property of the units plan, including the development approval and any condition to which the approval is subject;
- * the developer's maintenance schedule for the common property;
- * a copy of any contract entered into by the corporation that relate to the common property of the units plan;
- * any warranty that relates to the common property of the units plan;
- * any other document that relates to the units or common property of the units plan; and
- * fire safety – identification of systems, provision of information to owners and fire safety plan development.

There being no further business the meeting closed at 2:30pm.

Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions[†]

A1 The Owners—Units Plan No 16480 – Norrebro A

A2 General meeting

Date (or dates) of general meeting
at which the reduced quorum
decision or decisions were made— 01/05/2025

Tick applicable box, or both boxes if applicable:

Regularly convened

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

Convened after adjournment

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

A3 Reduced quorum decisions

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

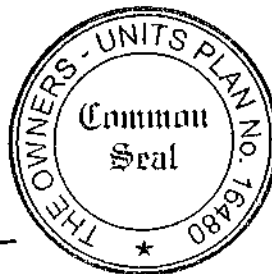
Date of decision	Full text of reduced quorum decision
01/05/2025	See attached Minutes of Annual general Meeting

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.

01/05/2025

A. FENTON ON BEHALF
OF OWNERS CORPORATION -
UP16480



[Handwritten signature] 12/5/25

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

NOTICE OF REDUCED QUORUM DECISIONS

Part B **General information**

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

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

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

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

B3 *How may reduced quorum decisions be disallowed?*

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

The petition must—

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

B4 *How may reduced quorum decisions be confirmed?*

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

B5 *How may reduced quorum decisions be revoked?*

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

MINUTES OF ANNUAL GENERAL MEETING UNITS PLAN NO. 16480

DATE & TIME Thursday 01 May 2025 at 1:00 PM
LOCATION Online via Zoom

ATTENDANCE

Present

R Weerasooriya	Lot 6	Online
J Tanchevski & A Howarth (HTI Watson PTY LTD)	Lot 9,10,12,24,25,29,31,32,34,38,42, 43,49,50,51,56,64,65,70,72,73,74,77	Online
R Pang	Lot 30	Online
E Griffis	Lot 37	Online
B Davis	Lot 46	Online
J Bouchier	Lot 67	Online
J Kwon	Lot 57	Online
J Mikusek	Lot 63	Online

In Attendance

A Fenton, D Miller Body Corp. Manager

Pre-Meeting Voting

L Sprott Lot 1

Apologies

L Sprott Lot 1

Proxy Holder

Lot 63

Representing

Lot 17

Chairperson

J Kwon

QUORUM

The Chairperson advised that a quorum was not represented.

Meeting opened on Thursday 01 May 2025 at 1:30 PM

1. MINUTES OF INAUGURAL GENERAL MEETING

Motion 1: That the minutes of the Inaugural General Meeting held are accepted.

MOTION CARRIED

2. FINANCIAL REPORT

Motion 2: That the financial statements be accepted as presented for the period to 1/1/25 - 1/4/25.

A discrepancy in the split budgets proposed during the inaugural meeting was noted by HTI presence. To be addressed after the meeting.

MOTION CARRIED

3. INSURANCE

- 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.
- 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.

MOTION CARRIED

4. ELECTRONIC VOTING

That the Owners Corporation adopts the the Electronic Voting Process and acknowledges that meetings can now be held via these means.

MOTION CARRIED

5. MAINTENANCE PLAN REVIEW

That the Owners Corporation agrees to review the maintenance plan and determine if the schedule requires updating in light of new circumstances. IT was suggested that the Committe proceed with QIA for one year to align with the defects process aspect with using same contractors. Quote to be provided to incoming EC.

MOTION CARRIED

6. MAINTENANCE ISSUES AND MAINTENANCE CONTRACTS

That the Owners Corporation consider any new or outstanding maintenance issues, and maintenance contracts coming up for renewal.

Query was raised around whether fixed agreements were in place with the contractors in DLP. LJH advised that this was not the case and this will be reviewed at time of DLP finish.

MOTION CARRIED

7. SINKING FUND PLAN ADOPTION

That the Owners Corporation agree to adopt the Sinking Fund Plan as prepared by QIA and costed \$1002.00(INCL. GST)

MOTION CARRIED

8. CONSIDERATION OF BUILDING DEFECTS

That the Owners Corporation consider any physical building structural defects.

There is an ongoing discussion regarding leaks in the car park. It was advised that water appears to be seeping through the concrete. Developers presence in meeting advised that it was recommended to follow the defect process through Arcsite. This issue will continue to be monitored.

Further discussion also around a fire door on level 1 not latching correctly. Pier did initially attend to rectify, however the door has seemingly worsened since attendance.

MOTION CARRIED

9. ACCEPTANCE OF HSS CERTIFICATION QUOTE

That the Owners Corporation approves the recertification of the Roof Safety System at UP16480 Norrebro A.

MOTION CARRIED

10. COMMON AREA DEFECT INSPECTION

That the owners agree to engage Leo and Associates to conduct a site inspection, focusing on common areas and any defects that may be found.

It was discussed through attendees at the meeting that residents should act as a conduit of a third party and follow process of lodging defects to save residents money.

MOTION DEFEATED

11. CONVEX MIRROR QUOTE QU1500

To install convex mirrors towards entrance of Building for safety and ease of access. PFM quote QU1500.

HTI presence advised that they will look at installing with no extra cost.

MOTION DEFEATED

12. EXECUTIVE COMMITTEE

That the Owners Corporation create between 3 and 7 Executive Committee positions, and those positions be filled by nominated owners.

R Weerasooriya	Lot 6
J Bouchier	Lot 67
J Kwon	Lot 57

MOTION CARRIED

GENERAL BUSINESS

Discussion around trades parking in areas impacting residents. Further detail to be provided with potential of photos for LJH to liaise with developers.

Discussion around childcare centre and noise that will go with it. One resident advised that the details around the childcare centre were not provided at time of sale. HTI Presence advised that the details would have been provided at time of sale through attached Plans in sale documentation.

Two blocks' addresses causing confusion. Recommended addressing as unit 1 – 3.

There being no further business the chairperson declared the meeting closed.

Meeting closed on Thursday 01 May 2025 at 1:51 PM

MINUTES OF ANNUAL GENERAL MEETING

Units Plan No. 16480

MEETING DATE	Wednesday 28 January 2026
MEETING TIME	5:30 PM
MEETING LOCATION	Zoom

MINUTES OF ANNUAL GENERAL MEETING UNITS PLAN NO. 16480

DATE & TIME Wednesday 28 January 2026 at 5:30 PM
LOCATION Zoom
<https://ljhookerstrata-au.zoom.us/j/9370775672?pwd=ka6RvZf39nCH3LlkrVUpkscXvgXBy8.1&omn=84273053633> Meeting ID: 937 077 5672 Passcode: 376551

ATTENDANCE

Present

Roger Weerasooriya	Lot 6	In Person
Tara Primrose Lyons	Lot 10	In Person
Bradley James Burgess	Lot 19	In Person
David John Nowosad	Lot 35	In Person
Emma Elise Griffis	Lot 37	In Person
Joseph Kwon	Lot 57	In Person
Konrad Dudek-Bylinski	Lot 58	In Person
D Cihalova	Lot 63	In Person
Ji Mikusek	Lot 63	In Person
Jack Murray Bouchier	Lot 67	In Person
Nikolaos Stamatelatos	Lot 76	In Person

In Attendance

Andrew Fenton - LJH Representative

Pre-Meeting Voting

Nil

Apologies

Nil

Proxy Holder

Nil

Representing

Power of Attorney

Nil

Representing

Nominees

Nil

Representing

Chairperson

Joseph Kwon

QUORUM

The Chairperson advised that a quorum was not present. Under the Unit Titles (Management) Act 2011, at an owners corporation with 3 or more members, if a standard quorum is not present within 1/2 hour, a reduced quorum can be formed by 2 or more people who are present at the meeting and are entitled to vote.

Meeting opened on Wednesday 28 January 2026 at 5:30 PM

1. MINUTES OF THE PREVIOUS ANNUAL GENERAL MEETING

That the minutes of the previous Annual General Meeting held are confirmed.

MOTION CARRIED

2. INSURANCE

- 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.
- 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.

Secretarial note: Concerns were raised about the absence of flood cover. LJH also noted that the insurance premium was paid twice during the financial year, affecting the budget and leading to an additional levy before the meeting.

MOTION CARRIED

3. PRESENTATION OF ANNUAL FINANCIAL STATEMENTS

That the financial statements be accepted as presented for the financial year ending 30 Nov 2025.

MOTION CARRIED

4. ADMINISTRATIVE FUND

That the Corporation approves the proposed budget, and determines a levy equal to the Administrative Fund budget of \$192,086.00 for the period 01 December 2025 to 30 November 2026 and to be contributed in accordance with unit entitlements. Payment to be made over 4 instalments paid in advance on 30 January 2026, 30 April 2026, 30 July 2026 & 30 October 2026

That the Corporation further agrees to issue the first instalment of the 2024-2025

financial year on 27 November 2025 at the agreed budget rate.

Secretarial note: The initial levy is due within 28 days of notice, not the first agreed instalment as stated in the agenda/minutes above.

MOTION CARRIED

5. SINKING FUND INCOME AND EXPENDITURE BUDGET APPROVAL

That the Corporation agrees to the proposed Sinking Fund expenditure budget of \$3,642.00 and agrees to determine a levy of \$45,264.00 equal to the proposed Sinking Fund income budget of for the period 01 December 2025 to 30 November 2026 and to be contributed in accordance with unit entitlements. Payment to be made over 4 quarterly periods paid in advance on 30 January 2026, 30 April 2026, 30 July 2026 & 30 October 2026.

MOTION CARRIED

6. ELECTRONIC VOTING

That the Owners Corporation adopts the the Electronic Voting Process and acknowledges that meetings can now be held via these means.

MOTION CARRIED

7. MAINTENANCE PLAN REVIEW

That the Owners Corporation agrees to review the maintenance plan and determine if the schedule requires updating in light of new circumstances.

Secretarial note:

The group discussed Arcsite's role in managing maintenance and defect reporting, along with its associated costs. LJH suggested that owners could choose a less expensive 15-year maintenance plan instead of Arcsite's annual subscription. LJH also mentioned their team's app is free for all owners and handles multiple requests. Transitioning away from Arcsite would require consideration of existing signage. All owners agreed to obtain a quote for the alternative maintenance plan, and LJH will arrange quotes for removing Arcsite signage.

MOTION CARRIED

8. MAINTENANCE ISSUES AND MAINTENANCE CONTRACTS

That the Owners Corporation consider any new or outstanding maintenance issues, and maintenance contracts coming up for renewal.

Secretarial note: Residents raised concerns about repeated fire alarm triggers and questioned Form 1's response. LJH will follow up, noting the delay in resolution has frustrated owners.

A beeping noise was reported from the fire pumping station near the bus stop on Aspinall St. LJH to ask the Building Manager about this.

MOTION CARRIED

9. LIFT CONTRACT ACCEPTANCE

That in accordance with s60 of the Unit Titles (Management) Act 2011, the Owners Corporation authorise KONE to perform the lift Servicing agreement for 3 years total. Annual cost: \$ 13,720.10 INC GST.

MOTION CARRIED

10. PLUMBING PPM CONTRACT ACCEPTANCE

That the owners corporation agrees to a plumbing planned and preventative maintenance contract.

Option 1: Level Plumbing - \$2,165.00

Option 2: Venture Plumbing - \$1,675.00

The owners present agreed to Venture Plumbing.

MOTION CARRIED

11. ELECTRICAL PPM CONTRACT ACCEPTANCE

The owners corporation agrees to an Electrical planned and preventative maintenance contract.

Option 1: Maritex: - \$2,695.00

Option 2: GMH Electrical - \$819.50.00

The owners present agreed to GMH Eletrical.

MOTION CARRIED

12. BLANKET APPROVAL FOR FLOOR ALTERATION REQUESTS

Motion:

That the owners corporation resolves to grant the executive committee express authority to approve or refuse requests from unit owners to change flooring within their units, subject to the following conditions:

- 1. Compliance with the Unit Titles Management Act 2011 and the owners corporation's rules regarding noise transmission and common property alterations.*
- 2. All flooring installations must meet recognised industry acoustic standards to minimise noise transfer between units.*
- 3. Works must be carried out by a qualified and licensed professional, with evidence of credentials provided to the committee prior to approval.*
- 4. Owners must submit detailed specifications of proposed flooring, including acoustic ratings and installation method, for committee review.*

MOTION CARRIED

13. CONSIDERATION OF BUILDING DEFECTS

That the Owners Corporation consider any physical building structural defects.

Ground floor door on the right near entrance keeps opening. Latch may be faulty.

Retaining wall still unfinished.

Downpipes on building 3 disjointed/disconnected. Owner to provide photos.

Water leak U6 above car park. Owner to provide photos.

MOTION CARRIED

14. EXECUTIVE COMMITTEE

That the Owners Corporation create between 3 and 7 Executive Committee positions, and those positions be filled by nominated owners.

Joseph Kwon – Chairperson
Bradley Burgess - Secretary
Konrad Dudek-Bylinski – Treasurer
Jiri Mikusek - Committee Member
Roger - Committee Member
Jack B - Committee Member

MOTION CARRIED

GENERAL BUSINESS

Discussed the security, cctv maybe not applicable, explained the fire break in.

Discussed roller door and quote from capital doorworks to increase sensitivity .

It as flagged that the building manager should remove and reapply lift curtains when needed,

Mirror within the basement may be worth looking at being installed to assist with blind spot.

Meeting closed on Wednesday 28 January 2026 at 7:16 PM

On behalf of the Secretary

All correspondence to:
The Secretary, Bradley James Burgess
182 - 200 City Walk
CANBERRA CITY ACT 2601
Email tim@ljhookerstrata.com.au

MINUTES OF GENERAL MEETING

UNITS PLAN NO. 16480

MEETING DATE & TIME Monday 23 June 2025 at 1:00 pm

LOCATION Online via Zoom

The agenda lists the items of business and motions to be considered at the meeting.

APPOINTMENT OF CHAIR ACCEPTANCE OF PROXIES/ABSENTEE VOTES:

Roger – Chair

ATTENDANCE:

Gabi Miller – Unit 17

Roger Weerasooriya – Unit 6

Lindsey Davis – Unit 46

INSURANCE

Ordinary Resolution

- 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.
- 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.

Motion Carried

MINUTES OF THE PREVIOUS ANNUAL GENERAL MEETING

Ordinary Resolution

That the minutes of the previous Annual General Meeting held 6 May 2025 are confirmed.

Motion Carried

MAINTENANCE ISSUES AND MAINTENANCE CONTRACTS

Ordinary Resolution

That the Owners Corporation consider any new or outstanding maintenance issues, and maintenance contracts coming up for renewal.

Motion Carried

1. Purpose and Use

The installation is solely for the purpose of safely containing a domestic cat, ensuring its wellbeing and preventing escape or injury, while maintaining the amenity of the complex.

2. Design and Visual Impact The cat mesh must:

- Be constructed from durable, UV-stabilised materials;
- Be of a neutral colour (such as black or grey) to minimise visual impact;
- Be installed in a way that does not materially alter the external appearance of the building.

3. Installation Requirements

- Installation must not damage common property or compromise building waterproofing or structural integrity;
- All installation must be carried out by a qualified tradesperson or under professional supervision.

4. Responsibility and Liability

- All costs associated with the installation, maintenance, repair, and potential removal of the mesh will be borne by the unit owner;
- The owner must indemnify the owners corporation against any damage or liability arising from the mesh.

5. Reversibility

- The cat mesh must be fully removable;
- Upon sale of the unit or at the direction of the owners corporation, the balcony must be restored to its original condition, at the owner's expense.

6. Compliance

- The installation must comply with the provisions of the *Unit Titles Management Act 2011 (ACT)*, particularly regarding alterations that do not affect the structural integrity or common property;
- The installation must not contravene any registered rules of the owners corporation.

Motion Carried

Purpose

To establish a streamlined approval process for minor, non-structural balcony installations such as cat mesh enclosures, which improve pet safety and do not materially affect the building's appearance or structure.

- **Scope**
This rule applies to applications for small-scale, removable balcony enclosures (e.g., cat mesh) that are intended to provide safety for domestic pets and meet the conditions of Section 108 of the *Unit Titles Management Act 2011 (ACT)*.
- **Authority Granted**
The Executive Committee is authorised to consider and decide on such applications **without referral to a general meeting**, provided:
 - The installation does **not affect structural integrity**,
 - The installation does **not substantially alter the external appearance** of the unit or building,
 - There is **no material impact on common property**.
- **Application Requirements**
A written application must be submitted by the unit owner including:
 - Description and images of proposed installation,
 - Installation method and confirmation it is non-invasive,
 - A signed undertaking accepting all costs, liability, and responsibility for removal/restoration.
- **Conditions of Approval**
Approvals may be granted subject to:
 - Use of neutral, low-visibility materials (e.g., black or grey UVresistant mesh),
 - No damage to waterproofing, walls, balustrades, or structural elements,
 - Full indemnity of the owners corporation against any associated risks or damages,
 - Reversibility and restoration to original condition when required.
- **Right to Revoke**
The Executive Committee may revoke approval if:
 - The installation becomes unsafe or non-compliant,
 - Conditions of the approval are not adhered to.
- **Review of Rule**
This rule may be amended or revoked by special resolution at a general meeting.

Motion Carried

There being no further business, Meeting was deemed closed at 1:33pm.

Approved form AF2002-19

approved by the Minister for Planning on 4 March 2002 under the

Community Title Act 2001, s 97 (Approved Forms)

Community Title Act 2001 – Form 6

(see s 56)

Australian Capital Territory

Community Title Certificate

(See attached formed entitled Community Title Certificate Form 6)

COMMUNITY TITLE CERTIFICATE[†]

FORM 6

Instructions for completion

- The applicant for the certificate should fill out this form with information known to the applicant.
 - Items marked ** - The applicant or body corporate should strike these out if they are inapplicable.
 - The applicant or body corporate may strike out any other items (or text) to which no response is needed or appropriate.
 - The body corporate must otherwise supply information or answer questions to complete the certificate to the best of the knowledge of the body corporate and the person completing the certificate on behalf of the body corporate.
 - If there is insufficient space where indicated on the form, include additional details under ‘additional information’ (at 8 below), or attach it to the certificate with a note where appropriate on the form indicating the attachment.
 - The body corporate must affix its seal to the completed certificate (where indicated at the end) and return it to the applicant.
 - In the certificate, **CTA** means the *Community Title Act 2001*.
-

[†] See CTA s 56. An application to a body corporate for a community title certificate may be made only by an **eligible person** (see definition in CTA dictionary).

1. Lot, owner and applicant

Item	Information	
1.1	Community Title Scheme number	36
1.2	Lessee or interested person	Blake Davis and Kimberly Davis
1.3	Applicant for certificate	Convey Legal ** acting as agent/solicitor for purchaser
1.4	** Purchaser of lot (or interest)	Unit 46 in UP16480 (46/3 Buninyong St, Watson ACT 2602)
1.5	Block	1
	Section	122
	Suburb	WATSON
	Lot Entitlement	119
	**Unit No.	Lot 1 CTS 36
	**Unit Class	Class A
1.6	** Easement over common property [<i>briefly describe easement</i>]	Easements for utility services. Easements for access.

2. Body Corporate

Item	Information	
2.1	Body Corporate address for service of documents 182-200 City Walk CANBERRA ACT 2601	
	Has the body corporate passed an ordinary resolution to appoint a committee of management? [<i>tick box</i>]	Yes
2.3	** Committee of Management (if formed)	
	Name	Address
	L Broska	7B Negus Cres, Watson
	W Chak	7/8 Bicheno Mews, Watson
	A Senanayake	11A Negus Cres, Watson
	D Henley	16/26 Beechworth St, Watson
	R Weerasooriya	6/3 Buninyong St, Watson
	M Swain	64 Beechworth St, Watson
	J Prucha	5 Willunga Ct, Watson
2.4	Does the body corporate have a manager? (CTA s 44) [<i>tick box</i>]	Yes
	**Manager's name and address LJ Hooker Strata ACT 182-200 City Walk CANBERRA ACT 2601	
2.5	Where can the corporate register, books, records and other documents be inspected? 182-200 City Walk CANBERRA ACT 2601	

****4 Other outstanding debts (including overdue contributions)**

Item	Details of other debts <i>[including overdue contributions from past years]</i>	Due date	Amount due	Amount outstanding <i>[including any interest]</i>
4.1			\$	\$
4.2			\$	\$
4.3			\$	\$
4.4			\$	\$
<i>[If more space is needed, include additional details under 'additional information' (at 8 below).]</i>				
4.5	Total other debts		Total due	Total outstanding

5 Decisions and actions by body corporate (or others)

Item	Decision or action <i>[Include amendment or revocation of a decision and pending decision or action.]</i>	Has the decision been made, or action been taken? If so, when? <i>[Tick appropriate box and give further details as indicated below.]</i>
5.1	Merger and division of bodies corporate – unanimous resolution (CTA s 33(1)) <i>[tick box]</i>	No Date of resolution <i>[Give details under ‘additional information’ (at 8 below). Indicate there whether the easement (or revocation) has been registered.]</i>
5.2	Interest rate fixed for overdue contributions – resolution (CTA s 47) <i>[tick box]</i>	No Date of resolution <i>[Give details under ‘additional information’ (at 8 below).]</i>
5.3	Exclusive use by-laws – unanimous resolution (CTA s 51(1)) <i>[tick box]</i>	No Date of resolution <i>[Give details under ‘additional information’ (at 8 below).]</i>
5.4	Revocation of exclusive use by-law – ordinary resolution (CTA s 51(8)) <i>[tick box]</i>	No Date of resolution <i>[Give details under ‘additional information’ (at 8 below).]</i>
5.5	Agreement of amalgamation – unanimous resolution (CTA s 81(1)(b)) <i>[tick box]</i>	No Date of resolution <i>[Give details under ‘additional information’ (at 8 below).]</i>

Item	Decision or action <i>[Include amendment or revocation of a decision and pending decision or action.]</i>	Has the decision been made, or action been taken? If so, when? <i>[Tick appropriate box and give further details as indicated below.]</i>
5.6	Consent of subsidiary schemes to amalgamation of scheme – ordinary resolution (CTA s 81(2)) <i>[tick box]</i>	No Date of agreement <i>[Give details under 'additional information' (at 8 below).]</i>

6. Insurance

Item	Information about insurance	
6.1	Is the body corporate exempt (by unanimous resolution) from the requirement to take out building insurance? (CTA s 39(1)) <i>[tick box]</i>	<p>No</p> <p><i>If yes, give details including date of resolution:</i></p>
6.2	Details of insurance held by the body corporate <i>[Attach copies of each current insurance policy to the certificate.]</i>	
	Refer to attached Certificate of Currency document	
	<i>[Include any further details under 'additional information' (at 8 below).]</i>	

7. Common property

Item	Information about common property	
7.1	The certificate of title for the common property is held in safe custody on behalf of the members by	
7.2	Is there anything that would restrict or extend the use of the common property?	No <i>[If so, give details below under 'additional information' (at 8 below).]</i>
7.3	Are there any encumbrances, easements (other than those given by the CTA), leases, licences or other rights related to the common property that are not discoverable by search?	No <i>[If so, give details below under 'additional information' (at 8 below).]</i>
7.4	Are there any claims that would impose any restriction on the rights of passage (or way) to or from the lot or common property?	No <i>[If so, give details below under 'additional information' (at 8 below).]</i>
7.5	Is any resumption of the common property intended in the future, or being progressively carried out?	No <i>[If so, give details below under 'additional information' (at 8 below).]</i>
7.6	Has any work been carried out (or is any work being carried out) in relation to the common property for which payment remains owing or a claim for payment may arise?	No <i>[If so, give details below under 'additional information' (at 8 below).]</i>
7.7	Are the following certificates attached to the certificate of title for the common property? <ul style="list-style-type: none"> • certificate as to fitness of occupancy and use • certificate of compliance 	No
7.9	Has the body corporate agreed to transfer or to charge in any way the common property or the certificate of title for the common property?	No <i>[If so, give details below under 'additional information' (at 8 below).]</i>

8 Additional information

Item	Additional information
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9 Attachments

The following documents (eg copies of insurance policies and any copies of body corporate resolutions) attached to this certificate form part of the certificate:

Item	Details of document
1.	AGM Minutes – 23 April 2025
2.	AGM Minutes – 31 March 2026
3.	GM Minutes – 21 October 2025
4.	Management Statement including plans
5.	Insurance Certificate of Currency

10 Body Corporate seal

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

20 May 2026



MINUTES OF ANNUAL GENERAL MEETING

Community Title Scheme No. 36

MEETING DATE	Wednesday 23 April 2025
MEETING TIME	5:30 PM
MEETING LOCATION	Online via Zoom and in Office

NOTICE OF ANNUAL GENERAL MEETING

COMMUNITY TITLE SCHEME NO. 36

MEETING DATE & TIME Wednesday 23 of April 2025 at 5:30 PM

LOCATION Online via Zoom and in Office

Attendees

Block A

- Lynette Sprott
- N. Stramatelatos
- T. Townson

Block B

- L. Pham
- M. Osti
- M. Swain
- B. Osti

Block D

- M. Blackmore

Block E

- L. Broska
- Amelia

Block F

- A. Senanayake
- H. Gilbert

Block G

- O. Kemmis
- J. Prucha
- E. Milne
- P. Leek
- J. Sullaphen
- J. Taylor

Block J

- L. Woodgate

Block K

- C. Hockey
- D. Henley

Block L

- D. Johnston
- H. Norton

LJ Hooker Representatives

- A. Fenton
 - M. Armour
 - P. Deschanel
-

Appointment of Chair

- L. Woodgate appointed as Chair

Acceptance of Proxies / Absentee Votes

- Joshua & Louise Prucha appointed as proxies on behalf of Peter Leek (Block G)

MOTIONS

1. MINUTES OF THE PREVIOUS ANNUAL GENERAL MEETING **Ordinary Resolution**

That the minutes of the previous Annual General Meeting held are confirmed.

Carried

2. INSURANCE **Ordinary Resolution**

a) That upon renewal of the insurance policy, quotes will be obtained and discussed with the Committee of Management.

b) 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

3. PRESENTATION OF ANNUAL FINANCIAL STATEMENTS **Ordinary Resolution**

That the financial statements be accepted as presented for the financial year ending 31 December 2024

A question was raised about the waste enclosure invoice for CT36. LJH have since confirmed it covers the area between B and G Block on CT36 land.

Another query concerned lights invoice totalling 1400, potentially exceeding the quoted amount. LJH have since verified the charged amount matched the agreed quote.

Another query raised regarding the playground safety report costs by QIA, LJH has this report and will share it with the minutes.

Carried

4. ADMINISTRATIVE FUND INCOME AND EXPENDITURE BUDGET APPROVAL **Ordinary Resolution**

That the Corporation agrees to the proposed Administrative Fund expenditure budget of ~~\$165,925.00~~ \$140,925.00 and agrees to determine a levy equal to the proposed Administrative Fund income budget for the period 1 January 2025 to 31 December 2025 and to be contributed in accordance with unit entitlements. Payment to be made over 3 Tri-Annual periods paid in advance on 1 May 2025, 1 August 2025, 1 November 2025.

Queries around the budgeted line item for water noted a significant increase. LJH explained that some unforeseen costs had not been budgeted for related to Atlan Stormwaters contracted works with the stormwater pits. Further investigation may be necessary regarding the necessity of these works, given the inflated cost. Mr. M. Blackmore requested copies as it might relate to his field of expertise. This information will be shared with the Minutes.

Suggestions made about water consumption and recovery of costs from previous years allowed for adjustments due to inaccurate data. The budget was adjusted accordingly.

A query was raised concerning a \$15,000 item regarding the landscaped area. It was explained that this amount was included in the sinking fund.

Queries were flagged regarding the growing surplus in the admin fund account. It was explained that the budget turned out favourable due to gardening costs being lower than what was budgeted for.

After further deliberation, all owners agreed to reduce the budget to \$140,925.00. Plumbing and drainage were reduced from \$20,000.00 to \$0.00 and water consumption from \$12,500.00 to \$7,500.00. These funds will be allocated from the surplus admin funds from previous years.

The motion was re-raised with the updated figures, and the majority voted in favour.

Carried

5. CAPITAL (SINKING) FUND INCOME AND EXPENDITURE BUDGET APPROVAL **Ordinary Resolution**

That the Corporation agrees to the proposed Sinking Fund expenditure budget of \$3638.00, and agrees to determine a levy equal to the proposed Sinking Fund income budget of \$31,350.00, for the period 1 January 2025 to 31 December 2025 and to be contributed in accordance with unit entitlements. Payment to be made over 3 Tri-Annual periods paid in advance on 1 May 2025, 1 August 2025, 1 November 2025.

Query raised around the irrigation not being reflective of the upcoming irrigation works. Explained that those works had already been agreed to and do not form part of the estimation.

A suggestion was raised around further addressing matters with landscaped areas, whether to spend the money to address or leave as is.

It was highlighted that the playground area experiences flooding due to potential drainage issues which has seen the area decline.

LJH advised surveyor has attended to the large, landscaped area next to K Block with no quote yet received. \$15,000 budgeted line item may not reflect actual costs. Residents of K block advised they have had to use sand blocks as a defensive mechanism to block the impact of flooding within their residences. LJH may raise further with the developers, if a fault in design was found.

Carried

6. MAINTENANCE ISSUES AND MAINTENANCE CONTRACTS **Ordinary Resolution**

That the Owners Corporation consider any new or outstanding maintenance issues, and maintenance contracts coming up for renewal.

It was noted that following the last AGM, a schedule and detailed list of additional plants installed within the complex is to be provided to all owners. This will help improve collective understanding and awareness of landscaping updates across the property.

A query was raised regarding the newly constructed apartment block and whether its addition would result in a reduction of levies for existing owners.

Clarification was requested regarding whether alternative quotes were obtained for recent works or services engaged by the body corporate. It was explained that attempts were made; however, there was some uncertainty about the scope and the preferences of all residents. It was suggested that these issues would be better addressed as a more publicised option with the community.

Concerns were raised regarding a dead gumtree and the condition of the adjacent garden bed in Block G. It was noted that this area does not currently have irrigation installed, which may have contributed to the decline in plant health, as previously suggested by the gardener.

Carried

7. COMMITTEE OF MANAGEMENT

Ordinary Resolution

That the Owners Corporation create between 3 and 7 Committee of management positions, and those positions be filled by nominated owners.

Executive Committee:

M. Blackmore - D Block
C. Hockey – K Block
J. Prucha – G Block
M. Swain – B Block
N. Reilly – D Block
A. Burton – E Block
E. Milne - G Block
L. Woodgate – J Block

Carried

8. GENERAL BUSINESS

Traffic and Parking Management

The committee discussed potential measures to improve traffic flow and parking management within the property. The following proposals were considered:

1. **Installation of Signage** – Erecting appropriate signage to improve traffic regulation and clarify parking restrictions.
2. **Road Markings** – Painting lines on the road to designate lanes and clearly indicate no-parking areas.
3. **One-Way Traffic on Beechworth Street** – Converting Beechworth Street into a one-way road and marking designated parking spaces on the non-traffic side (to be considered after construction is completed).
4. **Amendment of House Rules** – Revising house rules to allow for the enforcement of fines or towing of vehicles that violate parking regulations.
5. **Expansion of Parking Facilities** – Exploring the possibility of replacing certain garden areas with additional parking spaces or widening the road to improve accessibility.

Further discussions and assessments will be required to determine feasibility, costs, and potential implementation timelines.

One resident advised Item 4 shouldn't be highlighted, suggests including more parking and less gardens to in term alleviate garden issues. Items 3 or 5 seemed more practical.

Another resident advised that at the last AGM, a resident advised seeking professional service for a traffic management plan. Concerns were raised about expansion issues and garden beds with active services. The one-way traffic proposal is not viable for B block.

Another resident has advised that vehicles parking at the end of Beechworth are not allowing sufficient space for turning in and out. Additionally, some vehicles are parking across laneway driveways, causing issues with the turning circle for other residents. Implementing a one-way system will not resolve these problems.

A member from K block suggested extending roads, noting that parking in front of their block affects more than just K block residents. One of the members mentioned knowing someone from the community who created a cost recovery proposal for extending the garden beds.

Another resident suggested some signage in hot spots around bends

It was noted that once the new apartments are completed, approximately three exits will be open when the new block comes online.

An EC member advised around the traffic management plan - was a poor quality drawing. Some merit to having a professional solve it, however when was engaged after previous AGM, there was difficulty finding a service provider to conduct the works.

A resident has requested that the traffic management plan be circulated to each resident. Suggested we consult with the developers to determine whether additional visitor parking spaces will be available once M Block is established. Additionally, it was asked to discuss with the ACT government the possibility of changing the parking spots from a 2-hour limit. The traffic management plan is attached to the minutes. LJH has requested the developers to provide a new traffic management plan due to the recent establishment of A block. Additionally, they have sought advice on whether more visitor parking spots will be constructed within the complex. It was agreed to hold on making any decision on the parking situation (other than chasing these few actions) until all the buildings are completed and all the exits are opened up.

A resident suggested two years ago that residents should park on Negus Crescent if there is no available parking within the complex. The resident does not agree with the current signage.

A query was raised about the desirability of speed humps. Additionally, concerns were noted about how renters receive notices. Notices are sent based on residents' correspondence preferences, but sometimes these messages do not reach tenants.

A resident reported that debris from new apartment works and trees caused two screws to be removed from their tyres.

A query was raised around use of the LJH app/Portal - residents can direct their queries through the app, within their respective buildings or directly with the strata manager.

It was raised to consider Maintenance of the bbq area - LJH recommended gardeners seem more logical members to address this area and have enquired with them with further advice to be provided to the Committee of Management.

One resident requested a map for the complex. This will be provided with Minutes.

Follow-up actions;

Insurance:

- Obtain quotes for insurance policy renewal and discuss with the Committee of Management.

Financial Statements:

- Share the QIA Playground Safety Report with the minutes.

Administrative Fund Budget:

- Provide copies of documentation related to Atlan Stormwaters contracted works (requested by Mr. M. Blackmore).

Sinking Fund and Landscaping Issues:

- Monitor potential design faults causing flooding near K Block and possibly raise concerns with the developers.

Maintenance Issues:

- Request information from the gardeners to Provide owners with a detailed list/schedule of additional plants installed across the complex.
- Investigate concerns around the dead gumtree and adjacent garden bed in Block G (lack of irrigation).

Traffic and Parking Management:

- Install signage in hotspot areas (around bends).
- Request updated Traffic Management Plan from the developers (due to changes like A Block establishment).
- Consult with developers about additional visitor parking spaces once M Block is completed.
- Discuss with ACT Government about possibly changing 2-hour parking limits.
- Circulate the current Traffic Management Plan to all residents.

General Maintenance:

- Follow up on maintenance of the BBQ area (LJH to receive advice from the gardening contractor).
- Provide a **map of the complex** with the minutes.

Meeting Closed 7:11PM.

MINUTES OF ANNUAL GENERAL MEETING

Community Title Scheme No. 36

MEETING DATE	Tuesday 31 March 2026
MEETING TIME	5:30 PM
MEETING LOCATION	Online Via Zoom

MINUTES OF ANNUAL GENERAL MEETING COMMUNITY TITLE SCHEME NO. 36

MEETING DATE & TIME Tuesday 31 March 2026 at 5:30 PM

LOCATION Online Via Zoom

The agenda lists the items of business and motions to be considered at the meeting.

ATTENDANCE:

J Prucha – Block G
A Senanayake – Block F
D Henley – Block K
Y Lu – Block M
K Codera – Block G
W Chak – Block L
M Swain – Block B
C Guest – Block G
J Cordova – Block G
L Broska – Block E
R Weerasooriya – Block A
B Van Dam – Block A
J Sullaphen – Block G
J Wanderf – Observer

A Fenton – LJH Strata(Host)

APPOINTMENT OF CHAIR – MEGAN SWAIN

ACCEPTANCE OF PROXIES/ABSENTEE VOTES: N/A

MOTIONS

1. MINUTES OF THE PREVIOUS GENERAL MEETING **Ordinary Resolution**

That the minutes of the previous General Meeting held 23 April 2025 are confirmed.

Explanatory Note: *It is a statutory requirement that the minutes of the previous General Meeting of the Owners Corporation be considered as a true and accurate account of the proceedings of that meeting.*

Motion Carried

2. INSURANCE

Ordinary Resolution

- a) That ahead of renewal of the insurance policy, quotes will be obtained and discussed with the Committee of management.
- b) That the Owners Corporation consider any new or outstanding insurance claims.
- 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 Committee of management.

Owners are informed that the existing insurance cover is held through CHU as follows:

Policy No	CAH0009080
Renewal Date	8/12/2026
BUILDING	\$2,390,000.00
COMMUNITY INCOME	\$358,500
COMMON CONTENTS	\$23,900.00
PUBLIC LIABILITY	\$30,000,000.00
VOLUNTARY WORKERS	\$200,000/\$2,000
FIDELITY GUARANTEE	\$250,000.00
OFFICE BEARERS	\$1,000,000
MACHINERY BREAKDOWN	NOT INCLUDED
CATASTROPHE	NOT INCLUDED
GOVT AUDIT COSTS	\$25,000.00
APPEAL	\$100,000.00
LEGAL EXPENSES	\$50,000.00
FLOOD	Included
Premium Paid	\$6,294.39.00

Secretarial note: It was noted that the insurance industry is working toward the removal of commission-based arrangements. It was further advised that owners corporations are able to negotiate insurance commission terms directly with their managing agent.

Motion Carried

3. PRESENTATION OF ANNUAL FINANCIAL STATEMENTS

Ordinary Resolution

That the financial statements be accepted as presented for the financial year ending 31 December 2025.

Secretarial Note: The charge related to the roller door and updated financials to be included with the minutes. Actions regarding garden rejuvenation rectification will also be addressed and issued with the minutes.

Motion Carried

4. ADMINISTRATIVE FUND

Ordinary Resolution

That the Corporation approves the proposed budget, and determines a levy equal to the Administrative Fund budget of \$173,875.00 for the period 1 January 2026 to 31 December 2026 and to be contributed in accordance with unit entitlements. Payment to be made over 4 instalments paid in advance on 15 April 2026, 15 July 2026, 15 September 2026, 15 November 2026.

Secretarial note: The managing agent updated owners on catching up with rates payments and their financial impact. Owners queried whether the developer was responsible for rates and drainage payments. LJ Hooker to confirm date period for rates in arrears and determine whether the developer is responsible for full/partial payment of the outstanding rates if some or all of the community title was under development and/or not accessible to residents due to construction at the time. Noting the rates in arrears have been paid by the Community Title so this would be refunded to the administrative fund.

Owners asked about the community title fee structure and its effect on levies. The managing agent explained that the budget increase will be balanced by Block C's registration and contribution to levies. Unit entitlements, based on each Lot's size and quality, determine levy amounts.

Motion Carried

5. SINKING FUND INCOME AND EXPENDITURE BUDGET APPROVAL

Ordinary Resolution

That the Corporation agrees to the proposed Sinking Fund expenditure budget of \$2,801.00 and agrees to determine a levy equal to the proposed Sinking Fund income budget of \$17,168.00 for the period 1 January 2026 to 31 December 2026 and to be contributed in accordance with unit entitlements. Payment to be made over 4 instalments paid in advance on 15 April 2026, 15 July 2026, 15 September 2026, 15 November 2026.

Motion Carried

6. APPOINTMENT OF MANAGING AGENT

Ordinary Resolution

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 Community Title No 36 for ~~three (3) years~~ Twelve (12) Months.
- 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.

Secretarial note: Two residents suggested that updating to 12 months could be beneficial, and several others agreed. The managing agent stated they would be happy to address any concerns.

Motion Carried

7. COMMITTEE OF MANAGEMENT

Ordinary Resolution

That the Owners Corporation create between 3 and 7 Committee of Management positions, and those positions be filled by nominated owners.

Explanatory Note: *It is a requirement of the legislation to elect a Committee of management of the Owners Corporation, which will consist of a Chair, Secretary and Treasurer until the next Annual General Meeting. The Chair, Secretary & Treasurer are elected at the first formal meeting of the Executive Committee following the Annual General Meeting*

Election of the Committee of management will take place at this meeting.

- *Nominations are to be received for the Executive Committee*
- *The number of members to the Committee of management is to be determined*
- *That the Committee of management be elected*

The Committee of management is the elected body of three or more Members (Owners), who undertake the day-to-day decision making duties of the building, on behalf of the unit owners.

If at least three Owners do not nominate to stand as the Committee of management to represent the interests of the Owners Corporation, then all owners are required to vote on every decision of the Owners Corporation.

At each AGM the current Committee of management positions are made vacant, and election of the Committee of management takes place. Each unit has one vote and self nominations can take place.

More than seven (7) members can be elected to the Committee of management, however the motion must be passed as a special resolution to enable this.

Appointments:

J Prucha – Block G
A Senanayake – Block F
D Henley – Block K
W Chak – Block L
M Swain – Block B
L Broska – Block E
R Weerasooriya – Block A

Motion Carried

8. MOTION TO AMEND COMMUNITY TITLE BY- LAWS (BBQ CLEANING REQUIREMENT)

Special Resolution

That the Owners Corporation resolves to amend the Community Title By- Laws by inserting a new clause, to be placed under **Clause 7 (Behaviour Generally)** as follows:

BBQ Cleaning Obligations

1. An Owner or Occupier who uses the Community BBQ facilities must ensure that the BBQ plates, surrounding surfaces, and any associated equipment are thoroughly cleaned immediately after use.
2. All waste, food scraps, packaging, and other refuse generated during use must be removed and disposed of appropriately in the designated waste enclosures.

An Owner or Occupier must not leave the BBQ facilities in a condition that interferes with or detracts from the enjoyment of other Owners or Occupiers who are entitled to use the Common Property or Community Facilities."*

*This motion is proposed to ensure the continued enjoyment of shared facilities for all Owners and Occupiers. While the current By-Laws contain general obligations about using Common Property and not interfering with others' enjoyment, there is **no specific clause requiring the cleaning of Community BBQ plates or removal of waste after use.** Under the **Community Title Act 2001 (ACT)**, the Owners Corporation is empowered to make and amend By-Laws. The relevant section governing the creation and amendment of By-Laws is:*

• Section 56 – Amendment of Community Title By-Laws

(Insert exact statutory wording here—please supply the text if you would like me to insert it verbatim.)

This section provides the mechanism by which the Owners Corporation may amend existing By-Laws or add new By-Laws by resolution.

Adding the proposed BBQ Cleaning clause will:

- *Establish clear expectations for cleanliness and responsible use;*
- *Reduce issues caused by food waste, odours, and unhygienic BBQ surfaces;*
- *Support fair and respectful shared use of Community Facilities.*

Secretarial note: It was noted that it was recently identified that the BBQ fat trays were full. Access to the BBQ area was initially difficult due to key access; however, keys were ultimately provided by the builder. It was further noted that there is no specific reference to BBQ use or maintenance within the current rules.

It was agreed that signage would be appropriate to address this issue. Signage is to be installed and budgeted for accordingly.

Motion carried. No objections.

GENERAL BUSINESS

GARDENING SERVICES

It was noted that alternative gardening quotes had been sourced prior to the meeting. While pricing was broadly similar, it was observed that some contractors attended less frequently and were unable to manage larger trees. It was further noted that the current gardeners undertake a number of additional tasks that may not be included in other contractors' scopes of service.

It was discussed that there may be potential to achieve a service that is both more cost-effective and of higher quality. Reference was made to a previous gardening

contractor, who had left the grounds in an unsatisfactory condition. One owner commented that they had not observed a significant difference in service levels. It was acknowledged that there is an agreed scope and level of services currently in place.
WASP NESTS WERE REPORTED AT BLOCK G AND BLOCK B.

MEETING CLOSED: 6:27 PM

MINUTES OF GENERAL MEETING

Community Title Scheme No. 36

MEETING DATE	Tuesday 21 October 2025
MEETING TIME	5:30 PM
MEETING LOCATION	Online via Zoom

MINUTES OF GENERAL MEETING COMMUNITY TITLE SCHEME NO. 36

DATE & TIME Tuesday 21 October 2025 at 5:30 PM
LOCATION Online via Zoom

ATTENDANCE

Present

Megan Swain	Block B	Online
Joseph kwon	Block A	Online
Jack Bouchier	Block A	Online
Roger Weeraooriya	Block A	Online
Wendy Chak	Block L	Online
Yonghao Lu	Block M	Online
Jon Box	Block G	Online
Joshua Prucha	Block G	Online
Marc Blackmore	Block D	Online
Leo Broska	Block E	Online
Amelia Burton	Block E	Online

In Attendance

Andrew Fenton – LJH Strata

Proxy Holder

LJH Strata

Representing

Block J

1. EXECUTIVE COMMITTEE

That in accordance with s43(1)(b) of the Community Title Act 2001, and in accordance with s12.1(a) of the CT36 Community Title Scheme - Management Statement, the Body Corporate resolves to remove C Hockey from the committee of management of the Community Title Scheme 36, effective immediately upon the passing of this resolution.

MOTION CARRIED

GENERAL BUSINESS

Block B and D Bins:

Block B and D bins were not emptied during the last attendance. LJH followed up on this matter immediately after the meeting.

Committee Vacancy:

The committee discussed nominating someone to fill the vacancy referenced in the motion above.

Area Behind K Block:

Further discussions were held regarding the resolution of the area behind K block. It was advised that the most effective solution would be to address the issue with a single expense, rather than incurring ongoing costs through repeated attendances. One resident noted that the area may not meet code requirements, which could prompt further investigation. A two-stage approach to resolving the matter may be worthwhile.

Parking:

A committee member will share plans with the committee regarding designs that have not yet been accounted for, including additional signage and speed humps. There was also discussion about reassessing two-hour visitor parking signs at the front of the complex.

Theft and Vandalism:

There were further discussions about theft and vandalism affecting Block A and Block G. It was emphasised that all residents should remain vigilant and take care when storing belongings in vehicles, to avoid attracting vandals.

Meeting closed on Tuesday 21 October 2025 at 6:07 PM

On behalf of the Secretary

All correspondence to:
The Secretary, Amelia Mollie Burton
182 - 200 City Walk
CANBERRA CITY ACT 2601
Email tim@ljhookerstrata.com.au



Community Title Scheme – Management Statement

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122 Watson

Community Title Scheme

36
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Management Statement

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1. Introduction and background

1.1 Management Statement

- (a) The Developer is responsible for a staged mixed-use development on the Scheme Land as described in the Master Plan. The development of the Scheme Land involves:
 - (i) the establishment of the Scheme by subdividing the Scheme Land into separate Lots; and
 - (ii) subdivision of the Lots by registering a units plan on each residential Lot in accordance with the Unit Titles Act.
- (b) This Management Statement forms part of the Scheme. Its purpose is to provide a framework for the Body Corporate to manage the Scheme and to regulate the use, control, management and maintenance of the Common Property.
- (c) This Management Statement has effect as an agreement under seal binding:
 - (i) the Body Corporate of the Scheme formed in accordance with Part 8 of the Community Title Act upon registration of the Scheme;
 - (ii) any Owners Corporations formed in accordance with Part 2 of the Unit Titles Act as the owner of the common property in a Units Plan registered on the title of a block of land forming a Lot in the Scheme; and
 - (iii) any Occupier, Occupier or Member.

1.2 Compliance

The Community Title Act requires the Body Corporate, the Management Committee, all Owners, Occupiers and Members (including Owners Corporations) to comply with this Management Statement.

1.3 Definitions

In this Management Statement, these terms (in any form) mean:

Access Zone means any part of the Scheme Land designated as an access zone by the Developer from time to time.

Administrative Fund means the fund established by the Body Corporate to meet its recurrent and capital expenditure.

Body Corporate means the corporation established upon registration of the Scheme under section 30 of the Community Title Act.

Business Day means a day on which banks in the Australian Capital Territory are open for business but does not include a Saturday, Sunday or public holiday.

By-laws means the by-laws of the Body Corporate made in accordance with Division 8.5 of the Community Title Act, as registered at the time of registration of the Scheme and as amended under and in accordance with the Community Title Act.

Common Property means the common property of the Scheme constituted upon registration of the Scheme and described in the Master Plan.

Community Facilities means the facilities in the Scheme located on the Common Property and intended for common access and use by Members and Occupiers of the Lots including roads, pedestrian walkways, landscaping, parklands, outdoor cooking areas, gardens, any urban forecourt, playground equipment and artwork (if any).

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

Construction Zone means any part of the Scheme Land designated as a construction zone by the Developer from time to time prior to completion of the Development Activities.

Defaulting Member means a Member who fails to pay a contribution or an additional contribution imposed by the Body Corporate or the By-laws or the Community Title Act.

Designated Matters means:

- (a) matters relating to the performance of the Development Activities;
- (b) issues arising out of the management of the Scheme; and
- (c) matters relating to the application, variation or amendment of the Scheme, this Management Statement and the By-laws or rules of the Body Corporate.

Developer means CBR Developments 2 (Watson) Pty Ltd ACN 624 361 057.

Development Activities means the development of the Scheme Land in accordance with the Development Approval and the Stage 2 Development Application, including:

- (a) any form of demolition work, excavation work, earthworks, landscaping work or related activities on the Scheme Land;
- (b) any form of building work or work ancillary to or associated with building work on the Scheme Land including the installation, augmentation, connection and temporary disconnection of Services;
- (c) restricting access to part of the Common Property by Owners and Occupiers for safety purposes as a result of construction activities and use of parts of the Common Property for storing construction materials and vehicles;
- (d) reasonable access over the Common Property for carrying out the development works;
- (e) the installation, augmentation, connection and temporary disconnection of Services and Community Facilities;
- (f) changing the location or details of Services and Community Facilities;
- (g) the subdivision or dedication of the Scheme Land including the preparation and registration of the Scheme, the Master Plan, the By-laws and Units Plans;
- (h) placing in Scheme Land anything in connection with building, construction and development works including temporary signs, structures, building materials, fences, cranes and other equipment; and
- (i) other activities specified in clause 3.

Development Application means DA201630707 and any amendment to that application or supplementary application whether before or after the date of the Scheme is established, including DA201630707A(S141), DA201630707B(S141), DA201630707C(S141) and DA201630707(S197).

Development Approval means any notice of decision by the Planning and Land Authority in respect of the Scheme Land including the notices of decision for the Development Application and any Stage 2 Development Application (including amendments to such notices of decision).

Insurances means each and every policy of insurance required to be effected by or on behalf of the Body Corporate or as delegated to the Management Committee under and in accordance with the provisions of the Community Title Act and the Management Statement, including public liability insurance and building insurance and any other insurance the Management Committee determines to effect in accordance with the Management Statement or under Law.

Land Owner means the Crown lessee of the Scheme Land as at the date the Developer lodges an application with the Planning and Land Authority to register the Scheme.

Law includes all statutes, regulations, by-laws, ordinances, circulars issued by any Governmental Agency with the force of law and other delegated legislation and any rule of common law or equity and any statutory guidelines and environmental planning instruments from time to time.

Lot means a parcel of land identified as a lot in the Scheme.

Lot Entitlement Schedule means lot entitlement schedule in accordance with section 7(h) of the Community Title Act, and generally represents the proportionate ownership percentage of the entire Scheme.

Management Committee means the committee of management as appointed under the Community Title Act to represent and assist the Body Corporate with the management, control and administration of the Scheme.

Management Statement means this management statement prepared in accordance with section 7 of the Community Title Act.

Manager means a manager engaged by the Body Corporate in accordance with clause 14 of this Management Statement.

Master Plan means the master plan to be registered with the Scheme and as defined under the Community Title Act, which is set out at Attachment 3.

Member means an Owner including, as applicable, the Owners Corporations for each of Lots 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12 and 13 as formed upon registration of a Units Plan and including owners of any further lots (or the Owners Corporation is so formed upon the registration of a Units Plan) is created on registration of any plan of subdivision over the Scheme, and are the members of the Body Corporate as defined in the Community Title Act. Representatives of the Developer may also be Members in accordance with clause 11.2(b).

Occupier means each person who is an owner, tenant, occupier, mortgagee in possession or who has the right to occupy or control a Lot or Unit.

Ordinary Resolution means a resolution of the Body Corporate passed by at least one half of those present and entitled to vote at the meeting.

Owner means the person who owns from time to time.

Owners Corporation means the corporation established under section 8 of the *Unit Titles (Management) Act 2011*.

Planning Act means the *Planning and Development Act 2007 (ACT)*.

Scheme has the meaning that community title scheme has under section 5 of the Community Title Act and includes any documents that comprise the community title scheme.

Scheme Land means Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16, Section 122 in the Division of Watson.

Service means water, sewerage, electricity, gas and telecommunication services.

Stage 2 Development Application means any development application(s) under the Planning Act for the development of that part of the Scheme Land on which the second stage of the Development Activities is undertaken, as set out in the Master Plan.

Unanimous Resolution a resolution of the Body Corporate for which no votes were cast in the negative by those present and entitled to vote at the meeting.

Unit means a unit as defined in section 9 of the Unit Titles Act and generally in accordance with the unit plan or a parcel designated on a unit title application, and registered as part of a Units Plan.

Units Plan means a units plan registered on a Lot within the Scheme in accordance with the Unit Titles Act.

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

1.4 Interpretation of Management Statement

In this Management Statement unless the contrary intention appears:

- (a) a reference to '\$' is to Australian currency;
- (b) words expressed in the singular include the plural and vice versa;

- (c) words expressed in one gender include the other genders, as is appropriate in the context;
- (d) a reference to a 'person' includes a corporation;
- (e) a reference to a party includes that party's heirs, successors and permitted assigns;
- (f) headings to clauses are included for the sake of convenience only and do not affect the interpretation of the clauses to which they relate; and
- (g) references to any statute or statutory provision include that statute or statutory provision as amended, extended, consolidated or replaced by subsequent legislation and any orders, regulations, instruments or other subordinate legislation made under the relevant statute.
- (h) Alphabetic references used in contracts for the sale of Units in the Scheme Land are references to the corresponding Blocks in DP 11671 in the table below:

Contract reference Block #	Block # in Section 122 Watson	Stage # in Scheme	Scheme Land Lot #
A	1	2	12
B	2	2	10 (part)
C	3	2	13
D	4	2	9 (part)
E	5	2	8
F	6	2	7
G	7	1	5
H	8	1	8
J	9	1	1
K	10	1	4
L	11	1	3
M	12	2	11
- (Lot 10 waste enclosure)	13	2	10 (part)
- (Lot 9 waste enclosure)	14	2	9 (part)
O (Common Property Lot added to the Scheme as part of Stage 1)	16	1	6
O (Common Property Lot added to the Scheme as part of Stage 2)	15	2	14

2. Name and address of the Developer

The Community Title Act provides that the developer of a community title scheme is the person by or on whose behalf the scheme is, or is proposed to be, lodged for registration. The details of the developer of the Scheme, for the purpose of the Community Title Act are as follows:

Name of Developer: CBR Developments 2 (Watson) Pty Ltd ACN 624 361 057

Address of Developer: C/- SPA Accounting, Level 6, 6 National Circuit Barton ACT 2600

Contact Person: Jonathan Tanchevski/Adam Howarth

The Developer is responsible for procuring the Land Owner's consent to the application for approval of the Scheme.

3. Description of the stages and sequencing of stages

3.1 Staged development

- (a) The development of the Scheme is a progressive development to be carried out in stages.
- (b) Details of the stages of the development of the Scheme are set out in the Master Plan and described below.

3.2 Stage 1 Development Activities

The Development Activities for Stage 1 of the development of the Scheme include but are not limited to:

- (a) the demolition of any existing structures on Lots 1 to 6 (**Stage 1 Lots**);
- (b) carrying out the development of Lots 1 to 6 in accordance with the Development Approval; and
- (c) construction of Community Facilities including roads and access points and landscaping on Lot 6.

3.3 Stage 2 Development Activities

The Development Activities for Stage 2 of the development of the Scheme include but are not limited to:

- (a) the addition of Lots 7 to 14 (**Stage 2 Lots**) to the Scheme;
- (b) the demolition of any existing structures on the Stage 2 Lots;
- (c) carrying out the development of Lots 7 to 13 in accordance with the Development Approval; and
- (d) construction of Community Facilities including roads and access points, waste management facilities and landscaping on Lot 14.

3.4 Completing stages

- (a) The stages may not be completed in sequential order and the Development Activities may overlap.
- (b) The Developer, or any third party engaged by the Developer, may do all things reasonably necessary to complete the staged development of the Scheme and carry out the Development Activities from the date of this Management Statement, including, without limitation, by:
 - (i) carrying out construction considered necessary by the Developer or the Land Owner to establish utility infrastructure and Services;
 - (ii) connecting to, relocating or otherwise altering existing utility infrastructure;

- (iii) interrupting Services for short periods of time;
- (iv) restricting access to parts of the Common Property for safety purposes as a result of construction activities;
- (v) using parts of the Common Property for storing construction materials and vehicles;
- (vi) accessing the Common Property for carrying out the Development Activities;
- (vii) carrying out excavation and general construction earthworks and related activities;
- (viii) constructing improvements generally;
- (ix) constructing Common Property; and
- (x) preparing and registering amendments to the Scheme generally in accordance with the Master Plan and this Management Statement as amended from time to time.

3.5 No objection to stages

The Members must not to object to the Developer carrying out the Development Activities or any aspect of the Development Approval as they relate to the completion of the Scheme in stages.

4. Plan of Construction Zones and Access Zones

A plan of the anticipated Constructions Zones and Access Zones for each stage of the development of the Scheme is set out in Attachment 3.

4.1 Construction Zones and Access Zones

- (a) During the development of the Scheme the Developer may restrict or prohibit access to parts of the Common Property designated by the Developer as Construction Zones in order to provide safety and amenity to Owners and Occupiers.
- (b) If the Developer designates a Construction Zone, the Developer must designate parts of the Common Property as Access Zones to enable Owners and Occupiers to travel through the Common Property safely outside the Construction Zones.
- (c) The Developer must ensure the Development Activities carried out in the Construction Zones are carried out in accordance with the Development Approval and any relevant Law.
- (d) Owners and Occupiers must not enter a Construction Zone.

4.2 Traffic management plan

- (a) During the development of the Scheme the Developer may prepare and adopt a pedestrian and/or vehicular traffic management plan concerning the use of the Common Property (**Traffic Management Plan**).
- (b) A Traffic Management Plan may impose rules about the use of Common Property or the Community Facilities and may include information relating to:
 - (i) access to, or use of, Common Property (including any restriction, reduction, prohibition or alteration of such access or use);
 - (ii) safety measures such as the imposition of speed limits in the Common Property;
 - (iii) fire hazards to persons and property;
 - (iv) personal or vehicular accidents;

- (v) transporting, loading and unloading of goods, furniture, equipment and construction materials within the Common Property; and
 - (vi) cleaning of oil and grease marks.
- (c) Each Member must:
- (i) display any Traffic Management Plan provided by the Developer in a prominent position on the Lot owned by the Member;
 - (ii) observe the Traffic Management Plan; and
 - (iii) ensure that any Occupier of a Lot observes the Traffic Management Plan.

4.3 Arrangements during the development of the Scheme

During the development of the Scheme, the Developer may without the prior consent of the Management Committee restrict access to part of the Common Property in accordance with clauses 4.1 and 4.2 of this Management Statement provided the restriction of access does not prevent Occupiers of a Lot from accessing the Lot.

5. Scheduling of staged development of Scheme

(a) The anticipated program for the development of the Scheme is as follows.

Stage in development of Scheme Land	Times for starting and finishing stages in development of Scheme Land
1	Stage 1 has started as at the date of this Management Statement and is expected to be finished by 30 June 2022. The development of Lots 1 to 3 has finished as at the date of this Management Statement. The development of the Common Facilities in Lot 6 immediately adjacent to Lots 1 to 3 (being access roads) has finished as at the date of this Management Statement.
2	Stage 2 is proposed to start on 1 July 2020 and finish on 30 June 2024.

(b) The dates referred to in clause 5(a) above are indicative only and are subject to change.

6. Schedule of the hours when work may be carried out on the development of the Scheme

The Developer may carry out work on the Scheme Land for the development of the Scheme on Monday to Saturday (inclusive), between the hours of 7:00 am to 8:00 pm, unless that schedule of hours is not permitted by the *Environmental Protection Regulation 2005*.

7. Easements

7.1 Statutory easements

All Lots in the Scheme have the benefit of the following statutory easements under Part 10 of the Community Title Act:

- (a) easements for support – section 70;
- (b) easements for utility services – section 71 (which includes easements for relevant utility services such as sewerage, water, electricity, gas and telecommunications);

- (c) easements for shelter – section 72;
- (d) easements for projections – section 73; and
- (e) easements for maintenance of building close to boundary – section 74.

7.2 Easements for access

Easements for access are shown on the deposited plan for the Scheme Land (DP 11671) and in the Easement Plan in the Master Plan for the Scheme. The Developer may vary the location of the easements for access shown in the Easement Plan.

7.3 Location of Services and meters

The Developer may install Services infrastructure, including metering infrastructure relating to the Services provided to one or more residential Lot, on the Common Property.

8. Description of the amenities to be provided as part of the Scheme development

8.1 Community Facilities generally

- (a) The Development Application provides details of:
 - (i) the Common Property and the Community Facilities;
 - (ii) the purposes for which the Community Facilities are to be provided; and
 - (iii) the extent to which the Community Facilities will be available for use by Members.
- (b) Arrangements for providing and maintaining the Community Facilities and defraying the cost of their provision and maintenance are set out in the draft budget of the Scheme at Attachment 1.
- (c) The Body Corporate may make alternate arrangements for the maintenance, repair or replacement of the Community Facilities.

8.2 Waste areas

- (a) **Common Property waste areas** – Waste areas (including recycling waste and Common Property refuse area) are located in various areas within the Scheme. The details of access to the shared waste facility areas for Owners and Occupiers are determined by the By-laws or other rules as made by the Body Corporate or Management Committee and the Owner's Corporation rules for the relevant Owners Corporation.
- (b) **Purpose** – The purpose of the waste areas is to provide facilities for Owners and Occupiers to dispose, store and remove waste.
- (c) **Availability** – The availability of the waste areas will be determined by the By-laws or other rules as made by the Body Corporate or Management Committee.
- (d) **Control** – The Body Corporate has the overall responsibility for ensuring the waste areas have garbage materials that are properly stored and removed within the Scheme, and each Occupier has obligations in relation to the storage and disposal of waste from within the Scheme that are set out in the By-laws.

9. Lot Entitlement Schedule

A Lot Entitlement Schedule is set out at Attachment 4 which includes:

- (a) the lot entitlement for each Lot; and
- (b) the total of the entitlements of all Lots that are not Common Property.

10. Body corporate to be established on registration of the Scheme

The Owners Corporation will be established on registration of the Scheme in accordance with section 30 of the Community Title Act. As at the date of this Management Statement, the establishment of an additional body corporate for the Scheme is not envisaged.

11. Membership of the Body Corporate

11.1 Owners

All Owners are Members of the Body Corporate.

11.2 Developer

- (a) The Developer may from time to time be, or remain, an Owner within the Scheme. While the Developer is an Owner, it will also be a member of the Body Corporate.
- (b) If the Developer is not an Owner, a representative or representatives of the Developer may be a Member of the Body Corporate for the first 2 years following registration of the Scheme.

11.3 Amendments, authorisation and approval

- (a) The Developer may require the Body Corporate to amend:
 - (i) the Scheme;
 - (ii) this Management Statement;
 - (iii) the Lot Entitlement Schedule;
 - (iv) the By-laws; or
 - (v) any other constituent documents of the Scheme,if required to implement or give effect to or which would otherwise beneficially affect any of the Designated Matters or which is of assistance to the Developer in the exercise of rights in relation to the Designated Matters.
- (b) If an amendment referred to in clause 11.3(a) is required by the Developer, each Member must, as applicable:
 - (i) not object to the application for authorisation to amend the Scheme;
 - (ii) agree to and give its consent to amendment of the Scheme, or if required by the Registrar General, agree to and give its consent to lodgement of a new or replacement Master Plan;
 - (iii) agree to and give its consent to amendment of:
 - (A) this Management Statement;
 - (B) the Lot Entitlement Schedule; or
 - (C) the By-laws,or if required by the Registrar General, agree to and give its consent to lodgement of a new or replacement Management Statement;
 - (iv) do all things necessary to ensure that the Land Owner, the Developer or the Body Corporate can lodge any relevant documents, including material related to the authorisation to amend the Scheme and this Management Statement for registration, including promptly signing all documents required to give effect to registration and producing all certificates of title (if required); and
 - (v) not to seek redress for any amendments referred to in this clause 11.3(b).

- (c) Except to the extent prohibited by Law, each Member must vote:
 - (i) in favour of any motion for a resolution of the Body Corporate to implement or give effect to, or which would otherwise beneficially affect, any of the Designated Matters or which is of assistance to the Developer in the exercise of rights in relation to the Designated Matters; and
 - (ii) against any motion for a resolution of the Body Corporate that, if passed, would delay, hinder or prevent the implementation of or giving effect to or which would otherwise detrimentally affect the Designated Matters or which is not of assistance to the Developer in the exercise of rights in relation to the Designated Matters.

12. Management Committee

12.1 Appointment and election of the Management Committee

The Body Corporate may by Ordinary Resolution at an annual general meeting:

- (a) appoint or remove the officers of the Management Committee;
- (b) appoint the Manager (if any) to be the secretary and/or treasurer of the Management Committee;
- (c) change the membership of the Management Committee; or
- (d) overrule a decision of the Management Committee (if it has not been acted on).

12.2 Composition of the Management Committee

- (a) The Management Committee must consist of a representative of at least 2 Members of the Body Corporate.
- (b) A representative or representatives of the Developer or the Land Owner may nominate itself as an officer or Management Committee member during the first 2 years of the operation of the Scheme.

12.3 Role of the Management Committee

The role of the Management Committee is to:

- (a) conduct the business of the Scheme in accordance with the Community Title Act, including giving effect to the resolutions of the Body Corporate;
- (b) levy contributions and administer business transactions, finance and spending in accordance with the Body Corporate resolutions;
- (c) effect Insurances;
- (d) operate, maintain, renew, repair, renovate and replace the Common Property and Community Facilities;
- (e) determine, levy and recover contributions to any administrative and sinking funds and make payments from those funds;
- (f) comply with this Management Statement, the By-laws, the Community Title Act, the Community Title Regulations and the Planning Act (as applicable);
- (g) change, amend, add to or extend the Scheme, the Management Statement, the By-laws and the exclusive use by-laws, as necessary, or as required by relevant Laws;
- (h) monitor the performance of and supervise any contractor or agent, including any Manager and any building manager engaged by the Management Committee;
- (i) monitor the performance by Members, Owners and Occupiers of their obligations under the Management Statement and any easements;

- (j) make rules about use of the Common Property, including any Community Facilities;
- (k) control consider any submission to the Management Committee by an Owner in accordance with Community Title Act; and
- (l) convene and hold meetings in accordance with the Community Title Act.

12.4 Power of the Management Committee

- (a) Subject to clause 12.4(b), the Management Committee may, if authorised by a Unanimous Resolution of the Body Corporate at a general meeting, exercise any powers of the Body Corporate.
- (b) The Management Committee cannot have powers that may only be exercised by the Body Corporate through a Unanimous Resolution.

12.5 Authorised functions

The Management Committee may be authorised to do the following in fulfilling the role outlined in clause 12.3:

- (a) appoint, and contract with person/s to provide operational, maintenance, renewal, replacement and repair services in respect of the Common Property and Community Facilities;
- (b) appoint, and contract with person/s to advise and assist the Management Committee in the administration and performance of functions under the Management Statement and the By-laws including appointing and contracting with consultants and experts or security personnel;
- (c) appoint and delegate any of its powers, authorities and duties or functions to a Manager;
- (d) appoint a sub-committee of Members to investigate and report on any of the Management Committee's powers, authorities, duties or functions set out in this Management Statement or in the Community Title Act or the By-laws and in so doing must clearly define the power, authority, duty or function which must be investigated and reported according to the Management Committee's directions; and
- (e) appoint a treasurer, chairperson and a secretary as officeholders of the Management Committee.

13. Management Committee officers

13.1 Officers of the Management Committee

The officers of the Management Committee are the secretary, treasurer, and chairperson.

13.2 Functions of the secretary

The functions of the secretary (who may be the Manager) of the Management Committee are to:

- (a) convene meetings and prepare notices and agendas for those meetings;
- (b) each year include a motion in the annual general meeting notice for the Body Corporate to decide if it should confirm or change its Insurances;
- (c) answer communications directed to the Management Committee;
- (d) perform secretarial functions for the Management Committee;
- (e) distribute minutes of meetings of the Management Committee; and
- (f) keep the Management Committee's records.

13.3 Functions of the treasurer

The functions of the treasurer (who may be the Manager) of the Management Committee are to:

- (a) oversee the general financial solvency of the Body Corporate;
- (b) prepare and send notices of contributions to Owners;
- (c) collect contributions from Owners in accordance with the levies determined by the Body Corporate and in accordance with the Community Title Act;
- (d) receive, acknowledge, bank and account for the contributions, levies, and other money paid to the Body Corporate;
- (e) prepare certificates about contributions, insurances, outgoings, and any other matters required under the Community Title Act; and
- (f) keep the financial records, accounting records, and financial statements for the Body Corporate and in accordance with the Community Title Act.

13.4 Functions of the chairperson

The function of the chairperson is to preside at the Body Corporate meeting and/or the Management Committee meeting at which they are present.

14. Appointment of a manager

- (a) The Body Corporate has the power to appoint and enter into agreements with a building or strata manager to provide management and operational services for the Scheme.
- (b) The duties of a Manager under an agreement between it and the Body Corporate may include, without limitation:
 - (i) caretaking, supervising and servicing Common Property;
 - (ii) supervising the cleaning, repair, maintenance, renewal or replacement of Common Property;
 - (iii) arranging for the inspection and certification of plant and equipment as required by law;
 - (iv) providing services to the Body Corporate, Owners and Occupiers including, without limitation, the services of a handyperson and cleaning services;
 - (v) performing the role of secretary and treasurer on the Management Committee;
 - (vi) supervising any employees and contractors of the Body Corporate; and
 - (vii) doing anything else that the Body Corporate considers necessary for the operation and management of the Scheme.

15. Statement of the voting rights of the Members

15.1 Voting Rights

- (a) At each meeting of the Body Corporate, each Member (except a Defaulting Member) is entitled to voting rights in accordance with its proportionate Lot entitlement.
- (b) At each meeting of the Management Committee, each member of the Management Committee (other than a Manager (if any)) is entitled to exercise 1 vote.
- (c) A Defaulting Member is not entitled to vote, but can attend and address the meeting of the Body Corporate or the Management Committee.
- (d) If a representative of a Member is appointed (a proxy), then the representative of the Member entitled to vote (not being a Defaulting Member) must exercise a vote at a

meeting in accordance with the direction of the Member who appointed the representative.

- (e) The chairperson does not have a casting vote at meetings of the Body Corporate or Management Committee.
- (f) The chairperson, secretary and treasurer are not entitled to vote at meetings of the Management Committee (unless they are the representative of a Member).
- (g) Any Member may request a poll, and where a poll is required, the Member is entitled to voting rights in accordance with its proportionate Lot entitlement.

16. Meetings

16.1 Meetings under the Community Title Act

Meetings of the Body Corporate and the Management Committee must be convened and conducted in accordance with the Community Title Act, and with consideration to this Management Statement and the By-Laws.

16.2 Frequency of meetings

- (a) The Body Corporate or the Management Committee must convene an annual general meeting within 3 months after the formation of the Scheme.
- (b) The Body Corporate or the Management Committee must convene an annual general meeting within 15 months of the previous annual general meeting.
- (c) A special general meeting of the Body Corporate may be called at any time and must be called if required by not less than 1/3 of the total Members.

17. Notice of the meetings

17.1 Time and content

- (a) The Management Committee must give, at least 14 days before the meeting, each Member written notice of the meeting:
 - (i) stating the date, time and place of the general meeting;
 - (ii) stating the nature of the business to be transacted;
 - (iii) setting out any proposed resolution, if a unanimous resolution is to be put to the general meeting;
 - (iv) together with a written agenda and any relevant motions.
- (b) The notice must be given to each Member by the secretary of the Management Committee (or by the Manager if delegated that function by the Management Committee).
- (c) *In case of an emergency a shorter notice may be given, provided it is in writing with a minimum of 48 hours' notice and in compliance with the Community Title Act.*

17.2 Agenda

The written agenda for the meeting must include details of all business which the Body Corporate or the Management Committee will deal with at the meeting. The Management Committee cannot deal with business that is not on the agenda for the meeting.

17.3 Service

- (a) A notice in connection with the By-laws, the Community Title Act or the Management Statement (**Notice**) must be in writing and service may be administered as follows:
 - (i) by hand delivery by leaving it at the address of the addressee/Member;
 - (ii) by ordinary post to the addressee/Member; or
 - (iii) by email to the email address of the addressee/Member.
- (b) Unless a later time is specified in it, a Notice is deemed to be given:
 - (i) if delivered by hand, at the time of delivery;
 - (ii) if sent by email, at time of delivery on the sender's outgoing mail sever
 - (iii) if sent by post, on the third day after posting.Clause 17.3(b)(ii) does not apply if:
 - (iv) the intended recipient promptly informs the sender that the email content was received in an incomplete or garbled form; or
 - (v) the sender's outgoing mail sever indicates an error or a faulty or incomplete transmission.
- (c) If delivery or receipt is not on a Business Day or if receipt is later than 5:00 pm, local time at the place of delivery, then the Notice is deemed to have been delivered and received on the next Business Day.

18. Minutes of the meeting

18.1 Minutes of the Meeting issued by the Secretary

- (a) The secretary must give a copy of the minutes of the meetings to each member of the Management Committee and each Member within 5 Business Days of the meeting.
- (b) The minutes of the meeting may be given as noted in the service of a Notice under clause 17.3.

19. Keeping of records of the meeting

19.1 The Responsibility of the Management Committee

The Management Committee must:

- (a) keep records and books of account of all the amounts payable and payments made under the By-laws and the Management Statement;
- (b) keep copies of notices given or received, agendas, motions and minutes;
- (c) enter all matters and transactions usually entered in books of account kept by any Manager appointed; and
- (d) retain all records and books of account for a period of 7 years from the date of the last entry (or for any other period as prescribed by the Community Title Act).

19.2 Books and Records to be Available for Inspection

The Management Committee must make available, upon receiving 2 Business Days' notice by a Member, or a person authorised on behalf of the Member, the records and books of account for inspection during normal business hours. The Management Committee must make available, upon 2 Business Days' notice by a Member, or a person authorised on behalf of a Member, the materials the subject of clause 19.1 during normal business hours.

20. Administrative Fund and sinking fund

20.1 Power to levy contributions

The Body Corporate or the Management Committee must:

- (a) levy contributions in respect of the Administrative Fund to meet the requirement under the Community Title Act to have funds and expenditure available for the insurance, maintenance, repair, upkeep, use or operation of the Common Property, including the Services and Community Facilities; and
- (b) levy contributions in respect of the sinking fund as permitted under the Community Title Act; and
- (c) determine and recover the levy contributions on a regular periodic basis, as determined by the Management Committee (ie quarterly or annually).

20.2 Establishing the Administrative Fund and the Sinking Fund

- (a) The Management Committee may establish and maintain accounts for meeting its contributions under the Community Title Act and towards fulfilment of the role outlined in clause 12.3, and the fund may be divided into separate parts, if the Management Committee considers it appropriate, namely:
 - (i) a fund to pay the day to day expenses of operating and maintaining the Common Property and the Community Facilities, the costs of the Insurances, administrative costs, and other recurrent costs which are not capital works; and
 - (ii) a sinking fund for capital works.
- (b) If a sinking fund is established the funds must be used to pay large expenditure items such as the costs of renewal, repair, renovation or replacement of the Common Property, the Services or the Community Facilities.

21. Insurances

21.1 The obligation to effect and maintain Insurances

The Management Committee must effect and maintain the Insurances throughout the operation of the Management Statement and the Scheme and without limitation must:

- (a) effect and maintain public liability insurance for no less than \$20 million for the following events:
 - (i) death, bodily injury or illness of anyone; and
 - (ii) loss of, or damage to, the property for anyone;
- (b) effect and maintain Insurances on the Common Property for the following events:
 - (i) fire, lightning, tempest, earthquake and explosion;
 - (ii) riot, civil commotion, strikes and labour disturbances;
 - (iii) malicious damage;
 - (iv) bursting, leaking and overflowing of boilers, water tanks, water pipes and associated apparatus;
 - (v) impact of aircraft (including parts of, and objects falling from, aircraft) and road vehicles, horses and cattle;
- (c) review the Insurances at least once every 12 months and the secretary must include a motion in the annual general meeting in respect to Insurance as required under clause 13.2(b).

- (d) at least every two years appoint an appropriately qualified expert (with at least 5 years' experience in insurance valuations for buildings of this type) to advise it as to the adequacy and appropriateness of the Insurances;
- (e) allow for insurance premium cost increase which may occur during the period of the Insurances;
- (f) immediately effect new insurance or adjust existing Insurances if there is an increase in or a new risk to the Common Property, Community Facilities or Services;
- (g) ensure that any relevant information known to it and relating to the Insurances is provided to the relevant insurer;
- (h) immediately effect new Insurances or adjust Insurances if there is an increase in risk or new risk to the Body Corporate or Common Property, Community Facilities or Services; and
- (i) ensure the secretary of the Management Committee includes a motion in the annual general meeting notice for the Body Corporate to decide if it should confirm or change its Insurances.

21.2 The cost of Insurances

The Owners agree that the cost of the Insurances is to be included in the contributions towards the Administrative Fund.

21.3 Premium for Insurances

Premiums for the Insurances are to be paid by the Owners in the proportions as set out in Lot Entitlement and as specified under the Community Title Act.

21.4 Obligations of Owners and Occupiers in respect to Insurances

- (a) Owners and Occupiers must not at any time do anything that might:
 - (i) void or prejudice any Insurances; or
 - (ii) increase any Insurances premiums
 except with the consent of the Management Committee.
- (b) If an Owner or Occupier does anything to increase an Insurance premium paid by the Management Committee, the Owner or Occupier must pay the increased amount.
- (c) Each Owner must effect public liability insurance on their own Lot and each owner of a Unit within a Units Plan as registered on a Lot within the Scheme must effect public liability insurance in respect to that Unit.

22. Resolution of disputes between Members and Body Corporate

22.1 Definition

In this clause 22 the term 'Community Party' means the Body Corporate, a Member or a number of Members acting together.

22.2 Members to attempt to resolve

Each Community Party must endeavour in good faith to resolve disputes between Community Parties as set out under this clause 22.

22.3 Notice of Dispute

- (a) A Community Party (**First Party**) may at any time notify another Community Party (**Second Party**) of a dispute by serving a notice in writing upon the Second Party.
- (b) A notice advising of a dispute served under the preceding clause must:

- (i) identify the subject matter of the dispute;
- (ii) state the facts upon which the First Party relies;
- (iii) identify any Laws, by-laws or provisions of this Management Statement relevant to the dispute;
- (iv) attach copies of all correspondence and background information relevant to the dispute in the possession or control of the First Party;
- (v) contain any particulars of:
 - (A) the amount in dispute (if any); and
 - (B) the resolution to the dispute sought by the First Party.
- (c) The First Party must provide a copy of any dispute notice to the Manager no later than 1 Business Day after is served on the Second Party.

22.4 Conciliation or mediation

If the dispute is not resolved within 10 Business Days after receipt of the notice the subject of clause 22.3(a) by the Second Party, then the Community Parties subject to the dispute must meet to attempt to agree on referring the dispute for conciliation or mediation by a conciliator or mediator agreed between the relevant Community Parties.

22.5 Appointment of a conciliator or mediator

If the relevant Community Parties cannot agree on a conciliator or mediator, the Body Corporate must request that the President of the Law Society of the Australian Capital Territory appoint a conciliator or mediator.

22.6 Procedures to be adopted by a conciliator or mediator

- (a) The conciliator or mediator acts as an expert and not as an arbitrator.
- (b) Except as to matters of Law, the conciliator or mediator's decision including any decision to an expense arising from the dispute is final and binding on each Community Party subject to the dispute.
- (c) The appointment must require the conciliator or mediator to make a decision within 20 Business Days of the appointment.
- (d) The conciliator or mediator may appoint consultants as the conciliator or mediator thinks necessary to advise on any aspect of the dispute.
- (e) Each relevant Community Party may make written submissions to the conciliator or mediator about the dispute and costs.
- (f) If a Community Party makes a submission, that Community Party must:
 - (i) submit the submission within 10 Business Days of the appointment of the conciliator or mediator; and
 - (ii) provide the other party with a copy of its submission within 2 Business Days of submission to the conciliator or mediator.
- (g) A Community Party who makes a submission must:
 - (i) co-operate with the conciliator or mediator; and
 - (ii) as required by the conciliator or mediator, promptly provide the conciliator or mediator with information in the possession or control of that Community Party and relevant to the matter to be determined;
 - (iii) clause 22.6(g)(ii) does not apply if the information would be subject to a claim for privilege if the matter were the subject of legal proceedings.
- (h) Each Community Party subject to the dispute agrees that:

- (i) the conciliation or mediation is confidential;
 - (ii) all communications related to the conciliation mediation will be without prejudice; and
 - (iii) they will not seek to join the conciliator or mediator in any legal proceedings relating to the dispute.
- (i) Within 20 Business Days of the conciliator's or mediator's appointment the conciliator or mediator must determine the matters in dispute having regard to the written submissions of the Community Parties, this Management Statement, the By-laws and the conciliator's or mediator's own enquiries.

22.7 Payment of the fees and expenses of a conciliator or mediator

- (a) Within 10 Business Days of appointment of the conciliator or mediator, the conciliator or mediator will supply the Community Parties subject to the dispute with an estimate of fees that will be incurred by the conciliator or mediator.
- (b) Subject to clause 22.8, costs of the conciliation or mediation and any other costs and expenses will be shared equally between the Community Parties subject to the dispute unless otherwise agreed.

22.8 Failure to participate in dispute resolution procedure

If a Community Party subject to the dispute refuses to enter into conciliation or mediation or terminates the conciliation or mediation before the dispute is resolved, that Community Party will be required to pay the costs of the conciliation or mediation.

22.9 Expert determination

22.10 Limited recourse to litigation

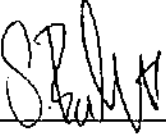
Despite anything else to the contrary contained in this clause 22, a Community Party subject to the dispute may institute court proceedings or apply for an order with ACT Civil and Administrative Tribunal, in accordance with the Community Title Act, with respect to any breach of the By-laws, if such proceedings are necessary:

- (a) to avoid the expiration of any applicable time limitation; or
- (b) to obtain an injunction to prevent immediate harm or loss which could be redressed or compensated adequately after the event.

22.11 Commencement of action

No party is entitled to commence or maintain any action, whether by way of legal proceedings or arbitration, relating to any dispute under this clause until it has been referred and determined as provided in this clause 22.

Signed for and on behalf of the Planning and Land Authority by its duly authorised delegate in the presence of



Signature of witness

Simon Baker

Name of witness (print)



Signature of delegate

Irma Sare

Name of delegate (print)

Senior Officer Grade C

Position of delegate (print)

Executed by CBR Developments 2 (Watson) Pty Ltd ACN 624 361 057 in accordance with Section 127 of the Corporations Act 2001



Signature of director

ADAM LAIRD NOWACKA

Name of director (print)



Signature of director/company secretary

(Please delete as applicable)

JONATHAN JANKELEWSKI

Name of director/company secretary (print)

Date of this Management Statement:

Attachment 1 Draft budget

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122
Watson

Estimated Budget – Community Title Common Property

Blocks 1-16 Section 122 Watson ACT

The developer's estimate, based on reasonable grounds of the corporation's Administrative Fund budget for 2 years after the units plan is registered.

<i>Administrative Fund</i>	<i>Year 1</i>	<i>Year 2</i>
<i>Waste Removal</i>	\$4,000.00	\$4,200.00
<i>Electricity</i>	\$3,000.00	\$3,500.00
<i>Gardens & Grounds</i>	\$70,000.00	\$73,500.00
<i>Insurance Premium</i>	\$14,000.00	\$14,700.00
<i>Management Fees (All Inclusive)</i>	\$10,000.00	\$10,500.00
<i>Water</i>	\$15,000.00	\$16,000.00
<i>Maintenance General</i>	\$5,000.00	\$6,000.00
<i>Totals</i>	\$121,000.00	\$128,400.00

No Sinking Fund Budget has been allowed for due to the requirement for the Owners Corporation to obtain and approve an initial Sinking Fund Forecast prior to the second Annual General Meeting

Community Title Contribution Schedule - Blocks 1-16 Section 122 Watson ACT

The developer's estimate, based on reasonable grounds of the corporation's Administrative Fund budget for 2 years after the units plan is registered.

<i>Block</i>	<i>Letter</i>	<i>CTS Lot Number</i>	<i>Entitlement</i>	<i>Annual Contribution</i>
1	A	12	119	\$14,399
2	Part B	Part 10	98	\$11,858
3	C	13	122	\$14,762
4	Part D	Part 9	121	\$14,641
5	E	8	33	\$3,993
6	F	7	61	\$7,381
7	G	5	89	\$10,769
8	H	2	87	\$10,527
9	J	1	66	\$7,986
10	K	4	74	\$8,954
11	L	3	52	\$6,292
12	M	11	78	\$9,438
13	Part B	Part 10		
14	Part D	Part 9		
			Total 1000	Total \$121,000

The above contributions represent what will be typical contributions by all Lots in the Community Title Scheme on full completion of the Development. Contributions for Lots 1 to 5 have been set at a pro rata amount for the first 2 years due to the staged development.

NØRREBRO

WATSON

Attachment 2 By-laws

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122
Watson



Community Title Scheme – By-laws

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122 Watson

By-laws

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Agreed terms

1. Definitions

Administrative Fund means the fund established by the Body Corporate to meet its recurrent and capital expenditure.

Body Corporate means the corporation established upon registration of the Scheme under section 30 of the Community Title Act.

Business Day means a day on which banks in the Australian Capital Territory are open for business but does not include a Saturday, Sunday or public holiday.

By-laws means these by-laws of the Body Corporate made in accordance with Division 8.5 of the Community Title Act, including any exclusive use by-laws, and as registered at the time of registration of the Scheme and as amended under and in accordance with the Community Title Act.

Common Property means the common property of the Scheme constituted upon registration of the Scheme and described in the Master Plan.

Community Facilities means the facilities in the Scheme located on the Common Property and intended for common access and use by Members and Occupiers of the Lots including roads, pedestrian walkways, landscaping, parklands, outdoor cooking areas, gardens, the urban forecourt, playground equipment and artwork.

Community Title Act means the *Community Title Act 2001*.

Community Title Regulations means the *Community Title Regulation 2002 (ACT)*.

Defaulting Member means a Member who fails to pay a contribution or an additional contribution imposed by the Body Corporate or the By-laws or the Community Title Act.

Developer means CBR Developments 2 (Watson) Pty Ltd ACN 624 361 057 .

Development Activities means the development of the Scheme Land in accordance with the Development Approval and the Stage 2 Development Application, including:

- (a) any form of demolition work, excavation work, earthworks, landscaping work or related activities on the Scheme Land;
- (b) any form of building work or work ancillary to or associated with building work on the Scheme Land including the installation, augmentation, connection and temporary disconnection of Services;
- (c) restricting access to part of the Common Property by Owners and Occupiers for safety purposes as a result of construction activities and use of parts of the Common Property for storing construction materials and vehicles;
- (d) reasonable access over the Common Property for carrying out the development works;
- (e) the installation, augmentation, connection and temporary disconnection of Services and Community Facilities;
- (f) changing the location or details of Services and Community Facilities;
- (g) the subdivision or dedication of the Scheme Land including the preparation and registration of the Scheme, the Master Plan, the By-laws and Units Plans;
- (h) placing in Scheme Land anything in connection with building, construction and development works including temporary signs, structures, building materials, fences, cranes and other equipment; and
- (i) other activities specified in the Management Statement.

Development Application means DA201630707 and any amendment to that application or supplementary application whether before or after the date of the date the Scheme is established including DA201630707A(S141), DA201630707B(S141), DA201630707C(S141) and DA201630707(S197).

Development Approval means any notice of decision by the Planning and Land Authority in respect of the Scheme Land including the notices of decision for the Development Application and any Stage 2 Development Application (including amendments to such notices of decision).

Easements means the easements burdening or benefiting any lot under the Scheme.

Government Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

Insurances means each and every policy of insurance required to be effected by or on behalf of the Body Corporate or as delegated to the Management Committee under and in accordance with the provisions of the Community Title Act and the Management Statement, including public liability insurance and building insurance and any other insurance the Management Committee determines to effect in accordance with the Management Statement or under Law.

Law includes all statutes, regulations, by-laws, ordinance, circulars issued by any Governmental Agency with the force of law and other delegated legislation and any rule of common law or equity and any statutory guidelines and environmental planning instruments from time to time.

Lot means a parcel of land identified as a lot in the Scheme.

Lot Entitlement Schedule means lot entitlement schedule in accordance with section 7(h) of the Community Title Act, and generally represents the proportionate ownership percentage of the entire Scheme.

Management Committee means the committee of management as appointed under the Community Title Act to represent and assist the Body Corporate with the management, control and administration of the Scheme.

Management Statement means the Community Management Statement registered as part of the Scheme as required by the Community Title Act.

Manager means a manager engaged by the Body Corporate in accordance with clause 13 of the Management Statement.

Master Plan means the master plan to be registered with the Scheme and as defined under the Community Title Act.

Member means an Owner including, as applicable, the Owners Corporations for each of Lots 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12 and 13 as formed upon registration of a Units Plan and including owners of any further lots (or the Owners Corporation is so formed upon the registration of a Units Plan) is created on registration of any plan of subdivision over the Scheme, and are the members of the Body Corporate as defined in the Community Title Act. Representatives of the Developer may also be Members in accordance with clause 11.2(b) of the Management Statement.

Occupier means each person who is an owner, tenant, occupier, mortgagee in possession, or who has the right to occupy or control a Lot or Unit within a Lot.

Ordinary Resolution means a resolution of the Body Corporate passed by at least one half of those present and entitled to vote at the meeting.

Owner means the person who owns from time to time.

Owners Corporation means the corporation established under section 8 of the *Unit Titles (Management) Act 2011*.

Planning Act means the *Planning and Development Act 2007*.

Scheme has the meaning that community title scheme has under section 5 of the Community Title Act and any and all such documents that comprise the community title scheme as defined in the Community Title Act.

Scheme Land means Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16, Section 122 in the Division of Watson.

Service means water, sewerage, electricity, gas and telecommunication services.

Special Resolution means a resolution of the Body Corporate for which 75% votes were cast in the affirmative by those present and entitled to vote at the meeting.

Stage 2 Development Application means any development application(s) under the Planning Act for the development of that part of the Scheme Land on which the second stage of the Development Activities is undertaken, as set out in the Master Plan.

Unanimous Resolution a resolution of the Body Corporate for which no votes were cast in the negative by those present and entitled to vote at the meeting.

Unit means a unit as defined in section 9 of the Unit Titles Act and generally in accordance with the unit plan or a parcel designated on a unit title application, and registered as part of a Units Plan.

Units Plan means a units plan registered on a Lot within the Scheme in accordance with the Unit Titles Act.

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

2. Interpretation

2.1 Interpretation of the By-laws

In this document unless the contrary intention appears:

- (a) a reference to '\$' is to Australian currency;
- (b) words expressed in the singular include the plural and vice versa;
- (c) words expressed in one gender include the other genders, as is appropriate in the context;
- (d) a reference to a 'person' includes a corporation;
- (e) a reference to a party includes that party's heirs, successors and permitted assigns;
- (f) headings to clauses/by-laws are included for the sake of convenience only and do not affect the interpretation of the clauses/by-laws to which they relate; and
- (g) references to any statute or statutory provision include that statute or statutory provision as amended, extended, consolidated or replaced by subsequent legislation and any orders, regulations, instruments or other subordinate legislation made under the relevant statute.

3. Relationship with Management Statement

3.1 Contents of Management Statement

The Management Statement lodged with the Scheme and these By-laws may contain provisions which affect the Scheme and the Lots including but not limited to:

- (a) rights and obligations of Members, Owners and Occupiers;
- (b) rights and obligations of the Management Committee and the Body Corporate; and
- (c) maintenance, use of, and contributions made to the costs of, the Common Property.

3.2 Compliance with Management Statement

- (a) A Member, Owner or Occupier must comply with the Management Statement.
- (b) A breach of the provisions contained in the Management Statement amounts to a breach of these By-laws.

- (c) Nothing in these By-laws allows an Owner or Occupier to do something which is prohibited or regulated by the Management Statement.
- (d) If there is a conflict between these By-laws and the Management Statement, the terms of these By-laws must be amended to accord with the Management Statement;
- (e) If a Manager is appointed to manage the Common Property or other parts of the Scheme, Owners and Occupiers must comply with the reasonable directions of the Manager in the administration of these By-laws or the Management Statement.

4. Rights of the Developer during Development Activities

4.1 Rights and obligations of the Developer

The Developer may carry out Development Activities from the date the Scheme is established, without any need for the approval of the other Members, Owners or Occupiers, but subject to the terms of any easements and covenants and to the requirements of any applicable Laws and the requirements of any relevant Government Agency, including:

- (a) carry out building and Development Activities in its discretion;
- (b) carry out demolition work, building and associated work on the Common Property;
- (c) carry out landscaping and associated work with the Common Facilities on the Common Property;
- (d) build, construct or otherwise provide additional facilities on the Common Property in its discretion;
- (e) use any part of the Common Property to exercise its rights under the Management Statement and By-laws;
- (f) have unrestricted access to the Common Property;
- (g) park motor vehicles and equipment during the period of construction on the Common Property;
- (h) place or attach to the Common Property temporary structures, building materials, cranes and other equipment;
- (i) install and connect Services on the Common Property and connect Services in a Lot to service lines;
- (j) create and/or register easements, rights, profit a prendre, restrictions on use or a positive covenant for the efficient use of a Lot;
- (k) lock or secure any part of the Common Property;
- (l) gain access to any relevant restricted areas at any time in any way;
- (m) carry out any and all works permitted in accordance with the Development Approval and build or develop the Common Property and carry out the rights and objectives contemplated by the Management Statement and these By-laws;
- (n) contract or enter into arrangements with third parties for the purposes of carrying out any of the matters referred to in this by-law 4.1; and
- (o) carry out the installation, and/or creation and/or service and/or upkeep and/or maintenance to the extent required under the applicable laws or subject to the terms of any Easement and covenants.

4.2 Further obligations of the Developer

The Developer must, in carrying out any works or Development Activities:

- (a) properly maintain repair and keep in good condition the Common Property upon completion of the Development Activities or works under by-law 4.1.

- (b) take all reasonable steps to minimise disturbance to Owners and Occupiers while exercising the rights of the Developer under by-law 4.1.
- (c) leave the Common Property tidy upon completion of the Development Activities or works under by-law 4.1.

4.3 Rights of access of the Developer

The Developer may gain access to any restricted use area through the Common Property throughout the duration of works and Development Activities or any building works related to the Scheme.

4.4 Marketing

The Developer may, for the purpose of selling or leasing Lots, do the following activities on or the Common Property or Lots that it owns:

- (a) erect or place marketing or leasing or advertising signs;
- (b) conduct any real estate activities, without limitation, sales, auctions and leasing; and
- (c) allow other Owner or Occupiers to place marketing or leasing or advertising signs as agreed under separate arrangements or agreements with the relevant Owner or Occupier.

4.5 Sales Display

The Developer may use any Unit or Lot it owns or the Common Property for its own use for a sales display.

4.6 No Interference

The Body Corporate, Owners and Occupiers of a Lot must not interfere with or prevent the Developer from exercising its rights under this by-law.

4.7 Maintenance

The Developer must maintain and repair any parts of the Common Property for which the Developer has exclusive or restricted use rights under this by-law.

4.8 Maintaining the Common Property not subject to this section

The Body Corporate must levy its Members for the costs of maintaining the Common Property, but only those areas of the Common Property which are not payable and the responsibility of the Developer (as applicable to the Development Activities at the time Development Activities are being undertaken) under this by-law.

5. The By-laws and default by-laws

5.1 Owners and Occupiers bound

An Owner or Occupier of a Lot within the Scheme and their invitees agree to comply with the default by-laws under Schedule 1 of the Community Title Act, and the default by-laws form part of the By-laws of the Scheme.

5.2 Inconsistency

If there is an inconsistency between these By-laws as registered with the Scheme and the default by-laws under Schedule 1 of the Community Title Act, then these By-laws prevail.

5.3 Additional rules

- (a) The Body Corporate may make, amend and at any time add rules for the control, management, operation, use and enjoyment of the Common Property and the Scheme in accordance with the Community Title Act.
- (b) The rules bind Owners and Occupiers.

6. Common Property

6.1 Obstruction on the Common Property

An Owner or Occupier and any invitees must not obstruct lawful use of Common Property by any person.

6.2 Damage to lawns, plants, lighting on the Common Property

An Owner or Occupier and any invitees must not:

- (a) damage any Common Property including any lawn, garden, tree, shrub, plant, flower or light or lighting fixture being part of or situated on Common Property; or
- (b) use for his or her own purposes any portion of the Common Property as a garden.

6.3 Damage to Common Property

- (a) An Owner or Occupier and any invitees must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the prior written approval of the Body Corporate.
- (b) An approval given by the Body Corporate under by-law 6.3(a) cannot authorise any additions to the Common Property.
- (c) By-law 6.3(a) does not prevent an Owner or person authorised by the Owner from installing:
 - (i) any locking or other safety device for protection of the Owner's Lot against intruders; or
 - (ii) any screen or other device to prevent entry of animals or insects on the Lot; or
 - (iii) any structure or device to prevent harm to children; or
 - (iv) any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot,unless the device is likely to affect the operation of fire safety devices in the Lot, and provided always that all relevant Laws are complied with.
- (d) Any locking or safety device, screen, deadlock, peephole or other device or structure referred to in by-law 6.3(c) must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the rest of the Scheme.
- (e) The Owner must:
 - (i) maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 6.3(c) that forms part of the Common Property and that services the Lot; and
 - (ii) repair any damage caused to any part of the Common Property by the installation or removal of any locking or safety device, screen, deadlock, peephole or other device or structure referred to in by-law 6.3(c) that forms part of the Common Property and that services the Lot.

7. Behaviour generally

7.1 Behaviour of Owners and Occupiers

An Owner or Occupier must, when on Common Property, be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to other Owners or Occupiers or to any person lawfully using the Common Property.

7.2 Children playing on the Common Property

An Owner or Occupier and any invitees must not permit any child under 16 years of age of whom the Owner or Occupier has control (or ought to have control) to play on Common Property within the Scheme or, unless accompanied by an adult exercising effective control, to be or to remain on Common Property comprising a laundry, car parking area or other area of possible danger or hazard to children.

7.3 Behaviour of invitees

An Owner or Occupier must take all reasonable steps to ensure that invitees of the Owner or Occupier comply with all By-laws and do not behave in a manner that is dangerous, annoying or offensive, or likely to interfere or disrupt with the peaceful enjoyment of other Owners or Occupiers of any person lawfully using Common Property.

7.4 Noise

An Owner or Occupier and any invitees must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property.

8. Waste enclosures and waste generally**8.1 Depositing of rubbish and other materials on Common Property**

- (a) An Owner or Occupier and any invitee must not deposit or throw on the Common Property any rubbish, dirt, dust, discarded item or other material likely to interfere with the peaceful enjoyment of the other Owners or Occupiers or any person lawfully using the Common Property.
- (b) An Owner or Occupier must clean up any waste left by pets in the Common Property.

8.2 Waste areas and enclosures

- (a) There are designated shared waste enclosures for use by the Owners or Occupiers.
- (b) Owners and Occupiers must only use the waste enclosures designated for their Lots and must not dump rubbish in areas that are not specifically used for that purpose.

9. Safety and insurances**9.1 Preservation of fire safety**

An Owner or Occupier must not do anything or permit any invitees to do anything on the Lot or Common Property that is likely to affect the operation of fire safety devices in the Lot or to reduce the level of fire safety in the Lots or Common Property.

9.2 Storage of flammable liquids and other substances and materials

- (a) An Owner or Occupier must not, except with the prior written approval of the Body Corporate, use or store on the Lot or on the Common Property any inflammable chemical, liquid or gas or other inflammable material.
- (b) By-law 9.2(a) does not apply to chemicals, liquids or gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

9.3 Obligations of Owners and Occupiers in respect to Insurances

- (a) Owners and Occupiers must not at any time do anything that might:
 - (i) void or prejudice any Insurances; or
 - (ii) increase any Insurances premiums,

except with the consent of the Management Committee.

- (b) If an Owner or Occupier does anything to increase an Insurance premium paid by the Management Committee, the Owner or Occupier must pay the increased amount.
- (c) Each Owner must effect public liability insurance on their own Lot and each owner of a Unit within a Units Plan registered on a Lot within the Scheme is responsible public liability insurance in respect to that Unit.

10. Appearance of Lots

10.1 Appearance of Lot

The Owner or Occupier must not store or display any item in a Lot or balcony which is visible from outside that, when viewed, is not in keeping with the rest of the Scheme.

10.2 Drying of laundry items

An Owner or Occupier must not hang any washing, clothing, towel, bedding or other article on any part of the parcel in such a way as to be visible from outside the Lot or visible to any parts of the Common Property.

10.3 Signage etc.

The Management Statement and other agreements with third parties may contain provisions regulating signage and the use of signage within the Scheme. An Owner or Occupier must comply with the Management Statement in regard to signage and the erection of signage on any part of that Owner or Occupier's Lot, Unit or on the Common Property.

11. Planning compliance and leasing requirements

11.1 Compliance with Laws

- (a) An Owner or Occupier must ensure that the Lot is not used for any purpose that is prohibited by any Laws.
- (b) An Owner or Occupier must ensure that the Lot is not occupied by more persons than are allowed by Law to occupy the Lot.

11.2 Leasing

- (a) An Owner or Occupier must ensure that:
 - (i) the letting of any Unit is recorded under the terms of a residential lease under the relevant residential tenancies legislation;
 - (ii) any leasing agent is made aware of any restrictions on use imposed on the leasing of the Unit for residential use, whether under these By-laws or pursuant to the planning instruments of the Territory or any other Laws;
 - (iii) all reasonable endeavours are taken to ensure compliance with any restrictions on use referred to in this by-law 11;
 - (iv) that a copy of these By-laws and the Management Statement are attached to any residential lease.
- (b) Residential Units must only be used by Owners or Occupiers as residential use or by leasing subject to residential tenancies legislation. Other short term uses such as temporary rental of rooms, serviced apartments, and backpacker use are not permitted.

12. Notices

12.1 Service of documents

A document may be served by electronic means if the person has given the Body Corporate an e-mail address for the service of notices and the document is sent to that address.

13. Services

13.1 Provision of Services

The Body Corporate may, by Special Resolution, determine to enter into arrangements for the provision of the following services to one or more of the Lots, or to the Owners or Occupiers:

- (a) window cleaning;
- (b) garbage disposal and recycling services;
- (c) electricity, water or other service supply; and
- (d) telecommunications services (for example, cable television)

13.2 Fees for Services

If the Body Corporate makes a resolution referred to in by-law 13.1 to provide a service to a Lot or to the Owner or Occupier, it must indicate in the resolution the amount and the conditions on which the service is provided.

13.3 No overloading

An Owner or Occupier must not overload the electrical facilities provided to that Owner or Occupier's Lot or Unit. If overloading occurs, all costs associated with repairs to the Lot, Unit or the Scheme are the sole responsibility of the party causing the overload.

14. Vehicles, storage and carparking

14.1 Vehicles

An Owner or Occupier and any invitees must not park or stand any motor vehicle or other vehicle on Common Property (except with the prior written approval of the Body Corporate).

14.2 Use of carparking spaces on the Common Property

- (a) Carparking spaces may be designated and form part of the Common Property within the Scheme.
- (b) To avoid doubt, separate carparking spaces may also exist within and form part of a Units Plan, and these carparking spaces may be individually leased by the Occupier of a Unit or used by invitees of the Occupier, subject to any applicable Laws and the rules of the Owners Corporation for the relevant Units Plan.
- (c) Carparking spaces designated on the Common Property form part of the Common Property and may be subject to an exclusive use by-law, which allows a particular Occupier or Owner exclusive use of the carparking space area.

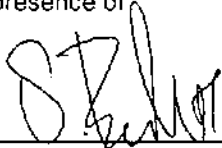
14.3 Storage of bicycles

An Owner or Occupier must not permit any bicycle to be left or stored in or otherwise remain on any part of the Common Property.

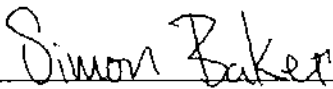
Signing page

EXECUTED as an agreement.

Signed for and on behalf of the **Planning and Land Authority** by its duly authorised delegate in the presence of



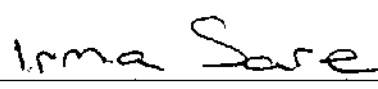
Signature of witness



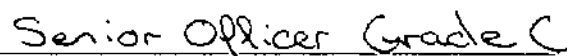
Name of witness (print)



Signature of delegate



Name of delegate (print)

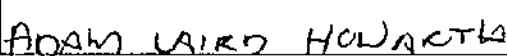


Position of delegate (print)

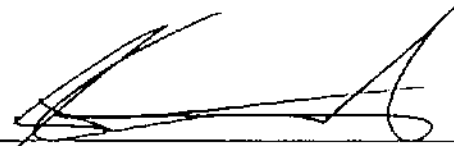
Executed by **CBR Developments 2 (Watson)** Pty Ltd ACN 624 361 057 in accordance with Section 127 of the *Corporations Act 2001*



Signature of director

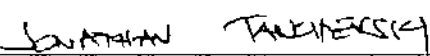


Name of director (print)



Signature of director/company secretary

(Please delete as applicable)



Name of director/company secretary (print)

Date of these By-laws:

Attachment 3 Master Plan (including Plan of Construction Zones and Access Zones)

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122
Watson

The Plan of Construction Zones and Access Zones shows indicative Construction Zones that will be enclosed by the Developer at registration of the Scheme. Any part of the Common Property outside the Construction Zones is an Access Zone.

The location of the Construction Zones and Access Zones may be changed by the Developer from time to time.



Community Title Scheme – Master Plan

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122 Watson

1. Site Plan

- 1.1 A plan within the requirements of Section 6(a) of the *Community Title Act 2001 (ACT) (Community Title Act)* and the *Community Title Regulations 2002 (ACT) (Community Title Regulations)* is provided.
- 1.2 In accordance with the Community Title Act and the Community Title Regulations, the Site Plan:
 - (a) delineates the site of the Scheme, comprised of each of Blocks 1 to 16 Section 122 in the Division of Watson (**Scheme Land**);
 - (b) shows each Lot included in the Scheme being:
 - (i) Lots 1, 2, 3, 4, 5, 7, 8, 9, 10, 11 and 12, which are residential Lots in the Scheme; and
 - (ii) Lots 6 and 14, which are Common Property Lots in the Scheme;
 - (c) identifies site services, waste management arrangements, access arrangements (internal to the site), off-site works and other works as documented in the Development Approval;
 - (d) shows the position of all buildings (as proposed) from the boundaries of the Lots on the Scheme Land;
 - (e) shows the building envelope for the buildings to be constructed (together with the proposed distances of each building from the boundaries of the Lots);
 - (f) shows the roads within the boundaries of the Scheme Land; and
 - (g) is drawn to scale and shows a North point.

2. Drawing of Building

- 2.1 Sketches complying with the requirements of section 6(b) of the Community Title Act are provided. The Scheme does not identify any particular colours or materials for building forming part of the Scheme, nor does it prescribed any particular landscaping requirements.

3. General Theme

- 3.1 The Scheme does not contain a general architectural or landscaping theme for the residential dwellings or the Common Property.

4. Services and Easements

- 4.1 All Lots in the Scheme have the benefit of the following statutory easements under Part 10 of the Community Title Act:
 - (a) easements for support – section 70;
 - (b) easements for utility services – section 71;
 - (c) easements for shelter – section 72;
 - (d) easements for projections – section 73; and
 - (e) easements for maintenance of building close to boundary – section 74.

5. Interpretation

- 5.1 Capitalised terms in this Master Plan have the same meaning given to them in the Management Statement for the Scheme.

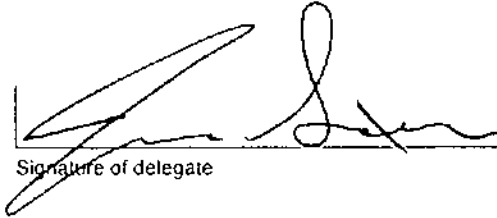
Signed for and on behalf of the **Planning and Land Authority** by its duly authorised delegate in the presence of



Signature of witness

Simon Baker

Name of witness (print)



Signature of delegate

Irma Sare

Name of delegate (print)

Senior Officer Grade C

Position of delegate (print)

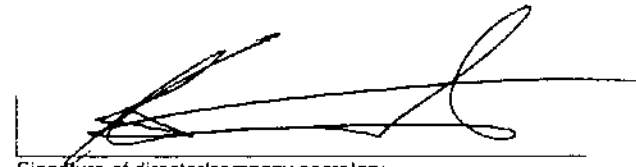
Executed by **CBR Developments 2 (Watson) Pty Ltd** ACN 624 361 057 in accordance with Section 127 of the *Corporations Act 2001*



Signature of director

ADAM LAIKO NOWAKA

Name of director (print)



Signature of director/company secretary
(Please delete as applicable)

JEWAN TWICHERKI

Name of director/company secretary (print)

Date of this Master Plan:

NØRREBRO
WATSON

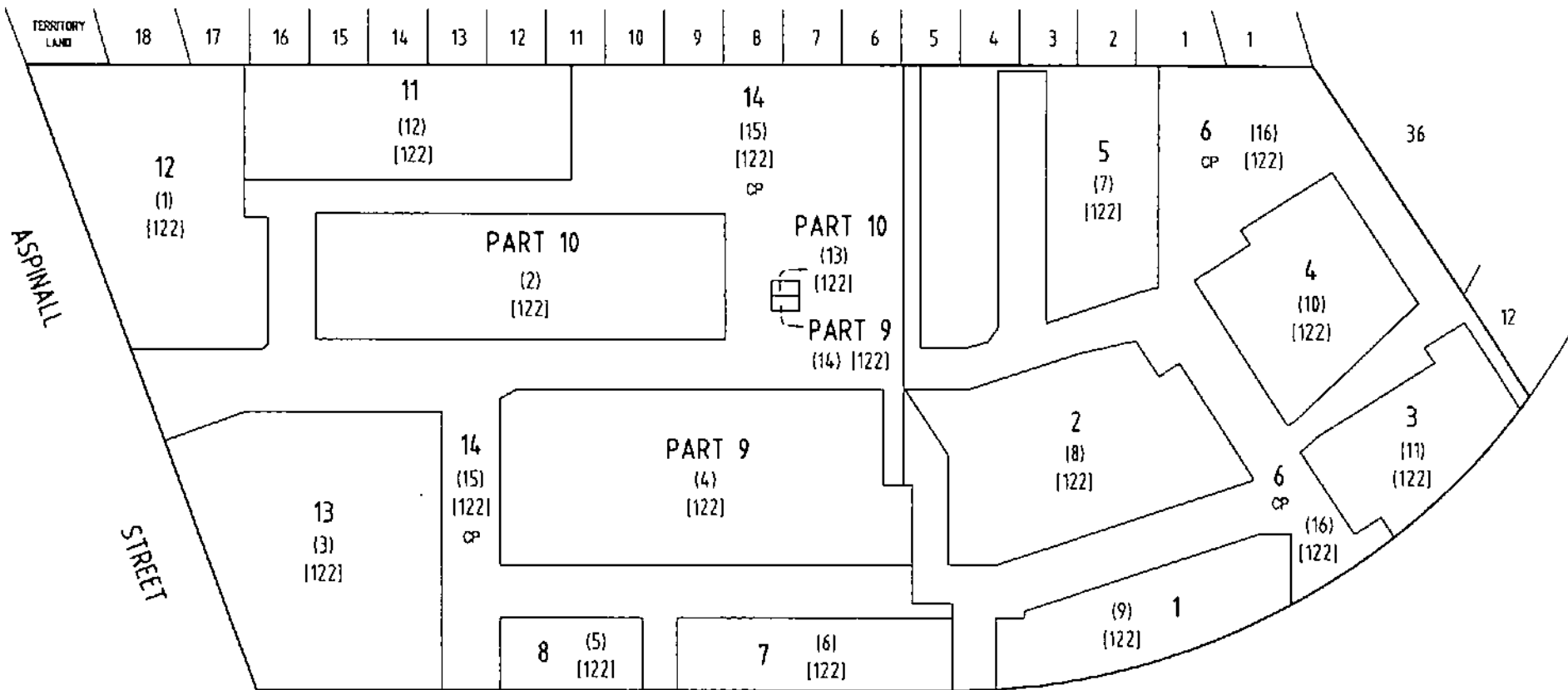
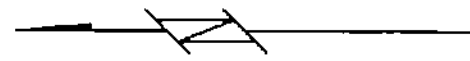
Community Title Scheme – Site Plan

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122 Watson

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):

- EASEMENTS FOR SUPPORT - SECTION 70
- EASEMENTS FOR UTILITY SERVICES - SECTION 71
- EASEMENTS FOR SHELTER - SECTION 72
- EASEMENTS FOR PROJECTIONS - SECTION 73
- EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74



LEGEND

- 1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
- (1) DENOTES BLOCK NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
- [122] DENOTES SECTION NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
- 18 DENOTES BLOCK NUMBERS OF ADJOINING BLOCKS
- CP DENOTES COMMON PROPERTY


NOTE
 STAGE 1 LOTS 1 - 6
 STAGE 2 LOTS 7 - 14

SHEET No 1 of 5 SHEETS

Jonathan Tully
 Applicant **ADAM HOWARTH**

Irma Sage
 Delegate of the Authority/Executive

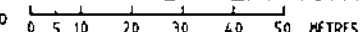
David Pryce
 Registrar-General



Registrar-General

LOTS: 1-14
 SECTION: 122
 DIVISION: WATSON
 AUSTRALIAN CAPITAL TERRITORY

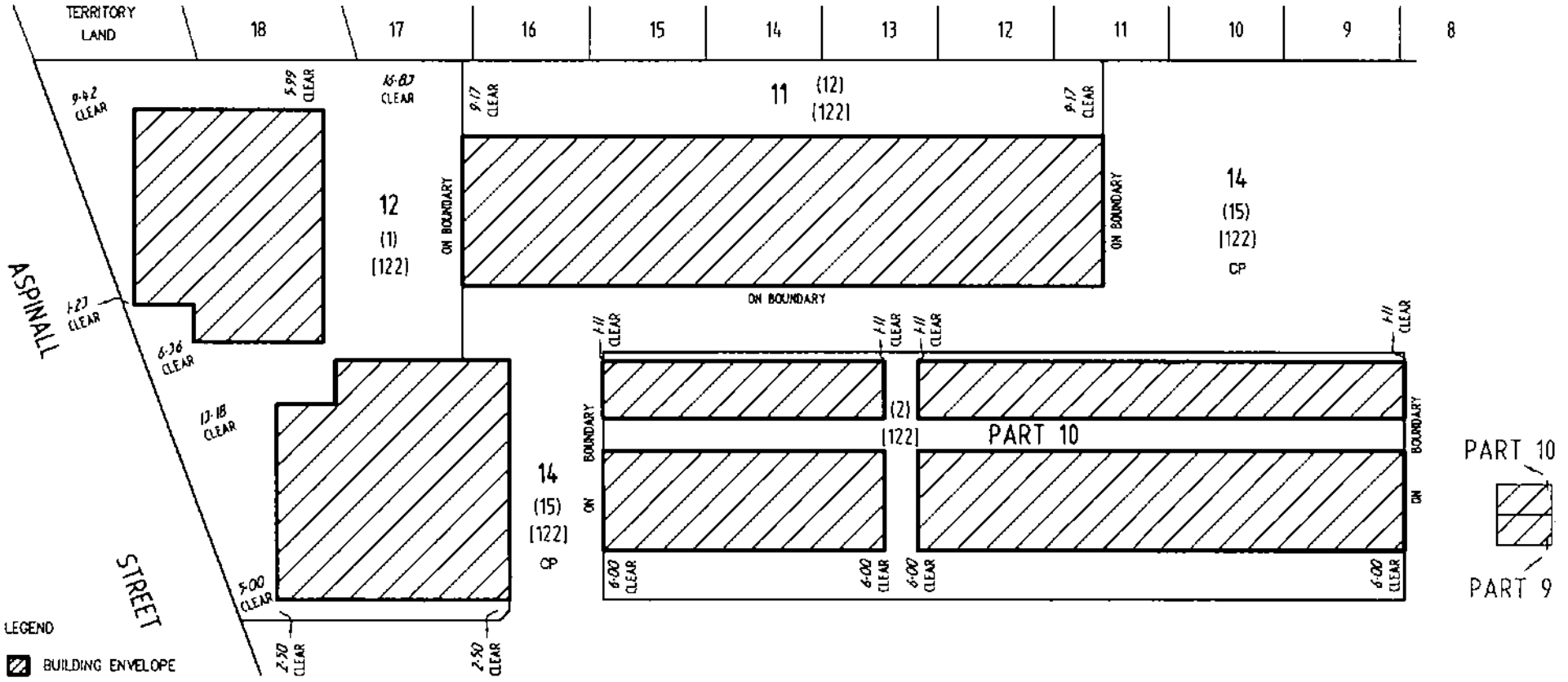
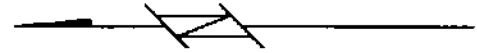
Scale 1:1000



SITE PLAN
 COMMUNITY TITLE
 SCHEME No

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):

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- EASEMENTS FOR SHELTER - SECTION 72
- EASEMENTS FOR PROJECTIONS - SECTION 73
- EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74



LEGEND

- BUILDING ENVELOPE
- 1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
- (1) DENOTES BLOCK NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
- [122] DENOTES SECTION NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
- 18 DENOTES BLOCK NUMBERS OF ADJOINING BLOCKS
- CP DENOTES COMMON PROPERTY

SHEET 3 ADJOINS

NOTE
 STAGE 1 LOTS 1 - 6
 STAGE 2 LOTS 7 - 14
 BUILDING FOOT PRINT AT GROUND LEVEL
 SHEET No 2 of 5 SHEETS

SHEET 2 ADJOINS

Adam Henricks
 Applicant **ADAM HENRICKS**

Ima Sore
 Delegate of the Authority/Executive

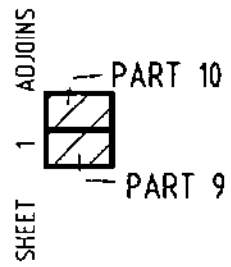
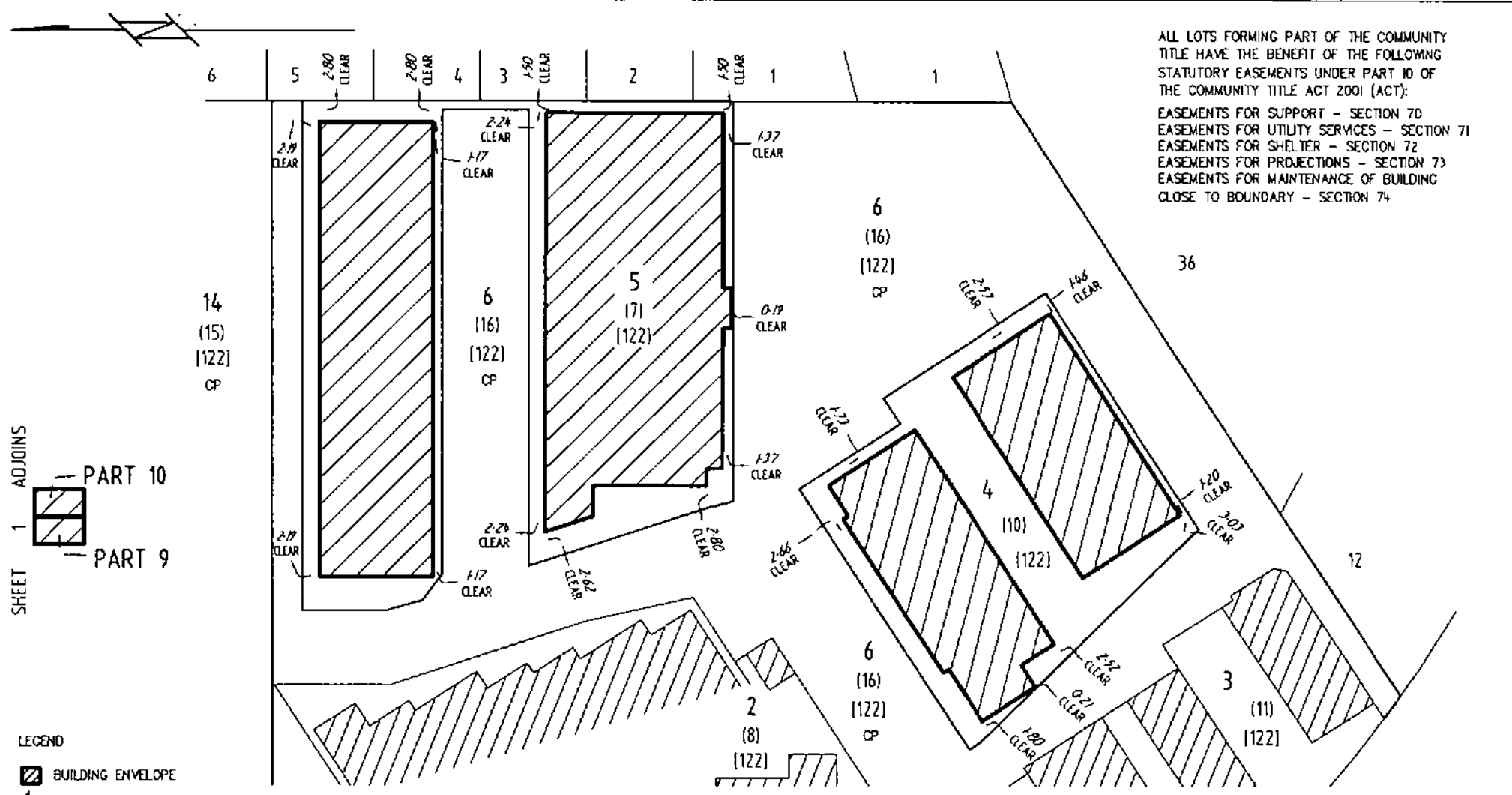
David Pryce
 Registrar-General

 Registrar-General

LOTS: 1-14
 SECTION: 122
 DIVISION: WATSON
 AUSTRALIAN CAPITAL TERRITORY
 Scale 1:500

SITE PLAN:
 BUILDING ENVELOPE OVERLAY
 COMMUNITY TITLE
 SCHEME No

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):
 EASEMENTS FOR SUPPORT - SECTION 70
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 EASEMENTS FOR SHELTER - SECTION 72
 EASEMENTS FOR PROJECTIONS - SECTION 73
 EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74




LEGEND
 [Hatched Box] BUILDING ENVELOPE
 1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
 (1) DENOTES BLOCK NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
 [122] DENOTES SECTION NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
 1B DENOTES BLOCK NUMBERS OF ADJOINING BLOCKS
 CP DENOTES COMMON PROPERTY

SHEET 4 ADJOINS

NOTE
 STAGE 1 LOTS 1 - 6
 STAGE 2 LOTS 7 - 14
 BUILDING FOOT PRINT AT GROUND LEVEL
 SHEET No 3 of 5 SHEETS

Adam Henke
 Applicant **ADAM HENKE PTU**

Ima Sore
 Delegate of the Authority/Executive

David Pryce
 Registrar-General

 Registrar-General

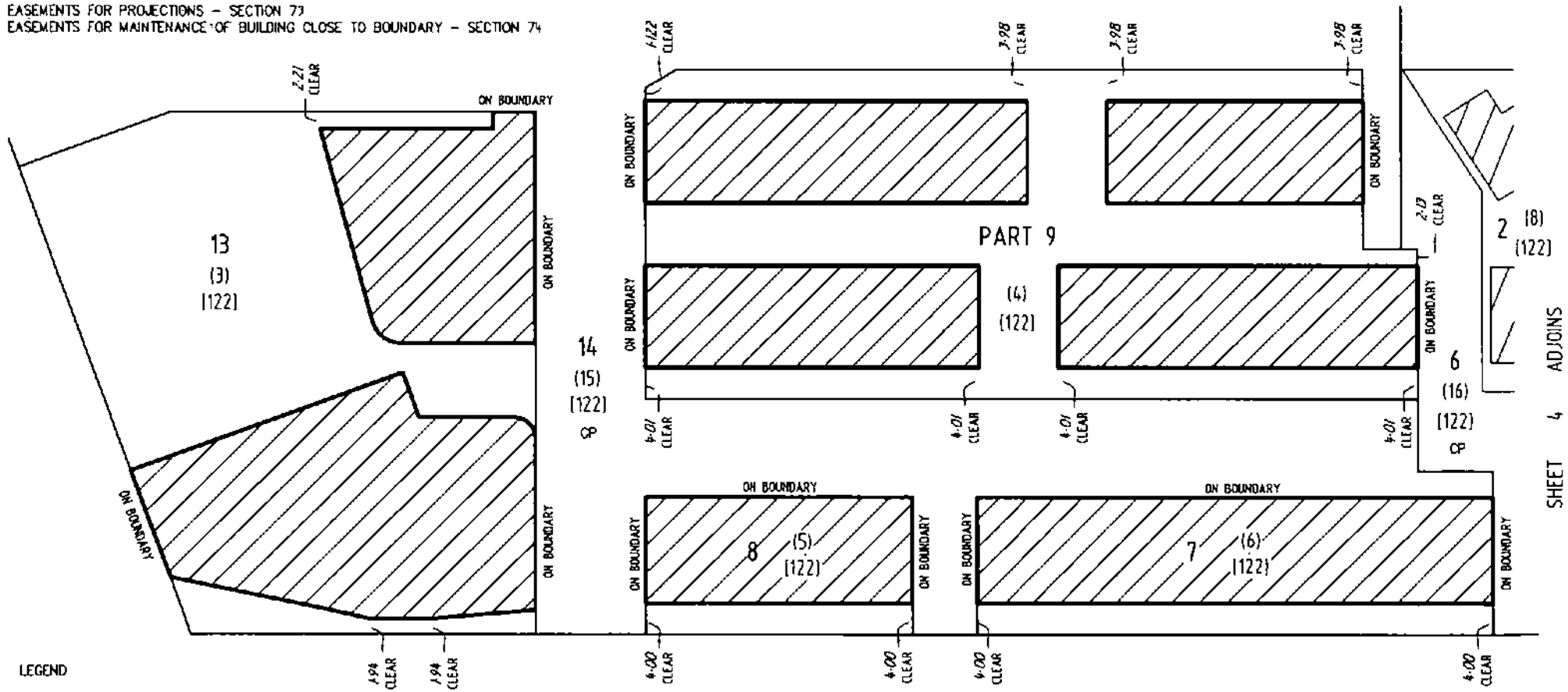
LOTS: 1-14
 SECTION: 122
 DIVISION: WATSON
 AUSTRALIAN CAPITAL TERRITORY
 Scale 1:500
 0 5 10 15 20 METRES

SITE PLAN:
 BUILDING ENVELOPE OVERLAY
 COMMUNITY TITLE
 SCHEME No

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):

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- EASEMENTS FOR PROJECTIONS - SECTION 73
- EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74

SHEET 1 ADJOINS



- LEGEND**
- BUILDING ENVELOPE
 - 1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
 - (1) DENOTES BLOCK NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
 - [122] DENOTES SECTION NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
 - 18 DENOTES BLOCK NUMBERS OF ADJOINING BLOCKS
 - CP DENOTES COMMON PROPERTY

NEGUS CRESCENT

NOTE
 STAGE 1 LOTS 1 - 6
 STAGE 2 LOTS 7 - 14
 BUILDING FOOT PRINT AT GROUND LEVEL
 SHEET No 5 of 5 SHEETS

Imma Sore
 Delegate of the Authority/Executive

David Pryce
 Registrar-General



LOTS: 1-14
 SECTION: 122
 DIVISION: WATSON
 AUSTRALIAN CAPITAL TERRITORY
 Scale 1:500
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SITE PLAN:
 BUILDING ENVELOPE OVERLAY
 COMMUNITY TITLE
 SCHEME No

NØRREBRO
WATSON

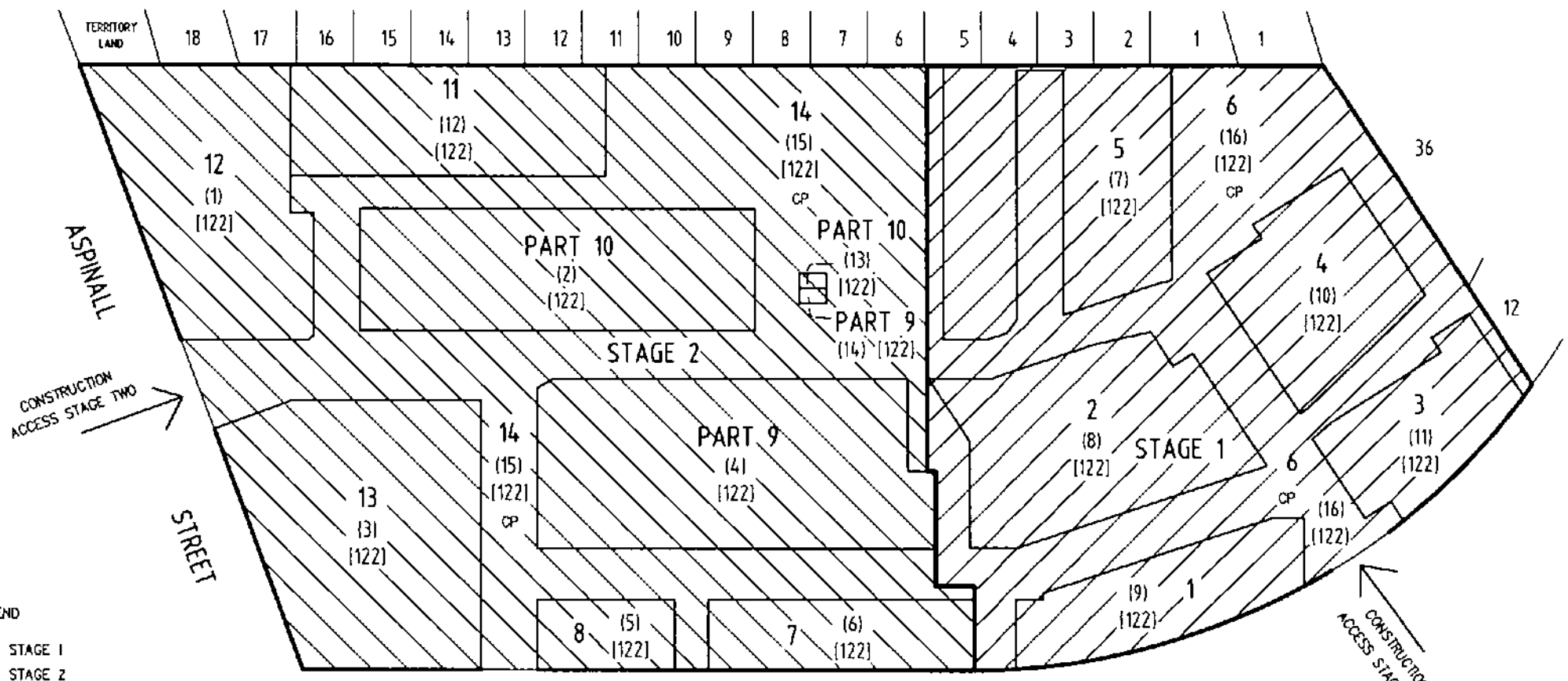
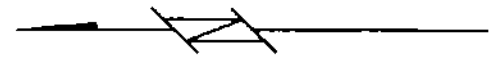
Community Title Scheme – Staging Plan

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122 Watson

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):

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LEGEND

- STAGE 1
- STAGE 2
- 1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
- (1) DENOTES BLOCK NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
- [122] DENOTES SECTION NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
- 18 DENOTES BLOCK NUMBERS OF ADJOINING BLOCKS
- CP DENOTES COMMON PROPERTY

CONSTRUCTION ACCESS STAGE ONE


NOTE
STAGE 1 LOTS 1 - 6
STAGE 2 LOTS 7 - 14

SHEET No 1 of 1 SHEETS

Jonathan Trachtenberg
Applicant *ADAM HENNING*

Imma Sore
Delegate of the Authority/Executive

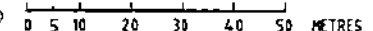
David Pryce
Registrar-General



Registrar-General

LOTS: 1-14
SECTION: 122
DIVISION: WATSON
AUSTRALIAN CAPITAL TERRITORY

Scale 1:1000

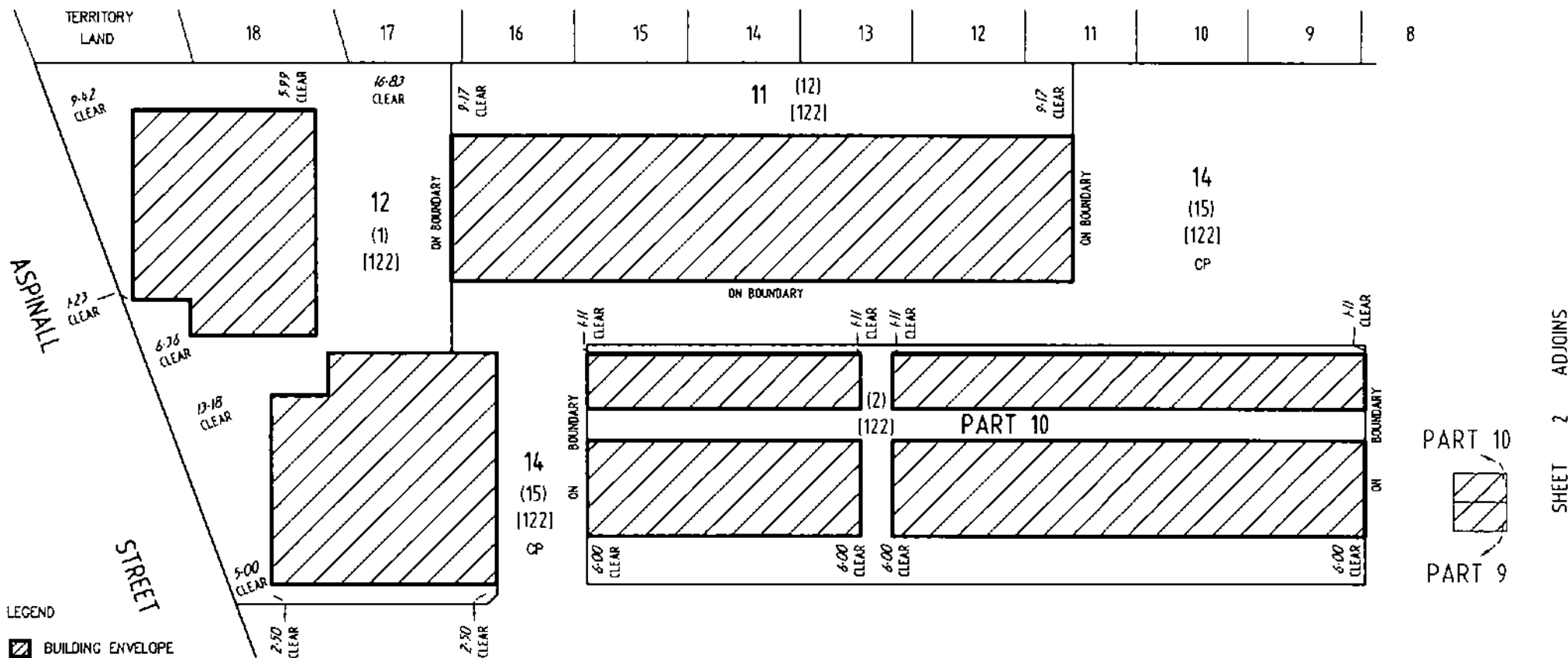


STAGING PLAN

COMMUNITY TITLE SCHEME No

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- EASEMENTS FOR PROJECTIONS - SECTION 73
- EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74



SHEET 3 ADJOINS

NOTE
STAGE 1 LOTS 1 - 6
STAGE 2 LOTS 7 - 14

BUILDING FOOT PRINT AT GROUND LEVEL

SHEET No 1 of 4 SHEETS

Adam Henderson
Applicant **ADAM HENDERSON**

Imma Sore
Delegate of the Authority/Executive

David Pryce
Registrar-General

LOTS: 1-14
SECTION: 122
DIVISION: WATSON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:500 0 5 10 15 20 METRES

BUILDING ENVELOPE PLAN
COMMUNITY TITLE SCHEME No

SHEET 2 ADJOINS

NØRREBRO
WATSON

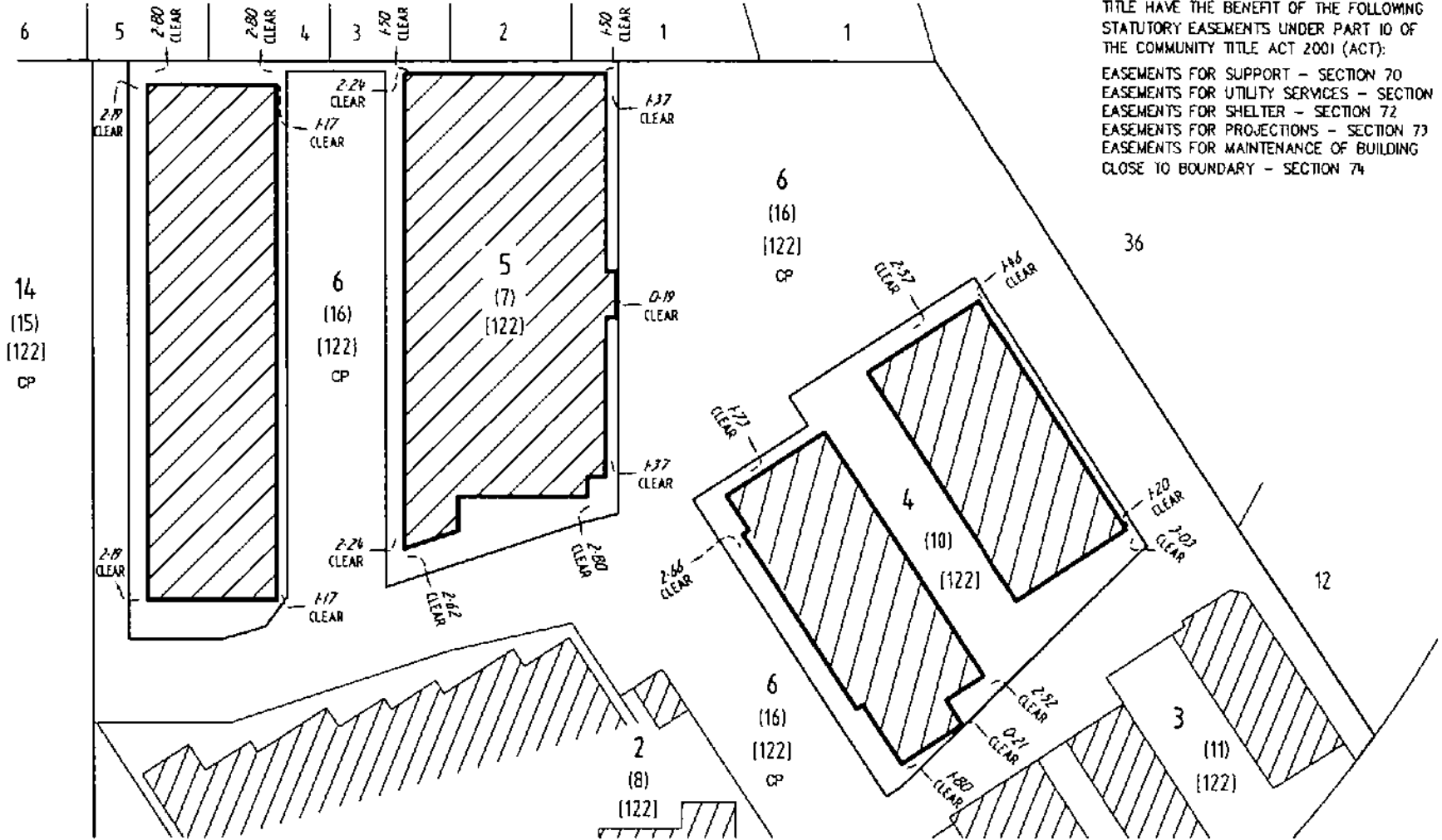
Community Title Scheme – Building Envelope Plan

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122 Watson

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 EASEMENTS FOR PROJECTIONS - SECTION 73
 EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74

SHEET 1 ADJOINS
 PART 10
 PART 9



LEGEND

- BUILDING ENVELOPE
- 1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
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- [122] DENOTES SECTION NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
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- CP DENOTES COMMON PROPERTY

SHEET 4 ADJOINS

NOTE
 STAGE 1 LOTS 1 - 6
 STAGE 2 LOTS 7 - 14

BUILDING FOOT PRINT AT GROUND LEVEL

SHEET No 2 of 4 SHEETS

Signature of Applicant
 Applicant **ADAM HEWARTS**

Signature of Delegate
 Delegate of the Authority/Executive **Imma Sare**

Signature of Registrar
 Registrar-General **David Pryce**



LOTS: 1-14
 SECTION: 122
 DIVISION: WATSON
 AUSTRALIAN CAPITAL TERRITORY

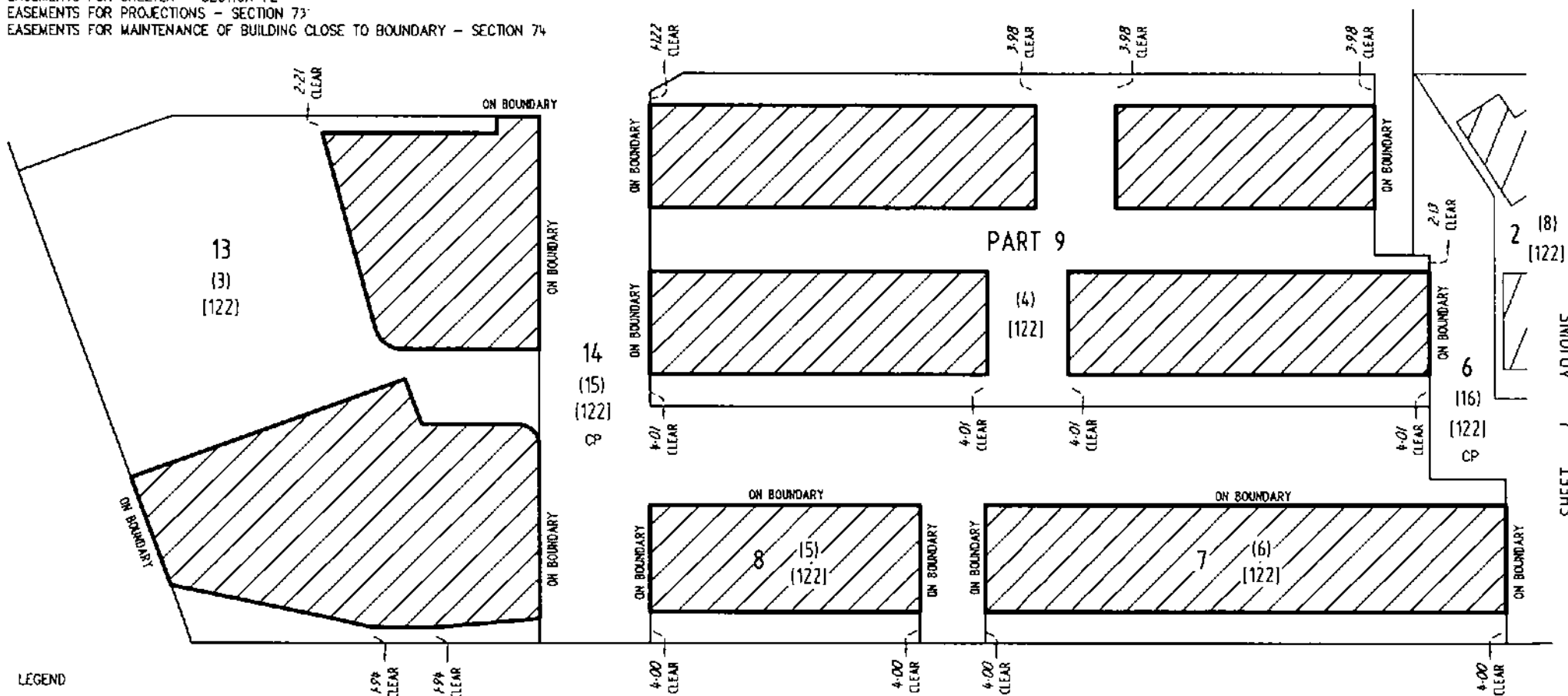
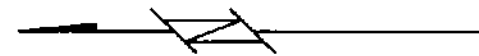
Scale 1:500 0 5 10 15 20 METRES

BUILDING ENVELOPE PLAN
 COMMUNITY TITLE
 SCHEME No

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- EASEMENTS FOR PROJECTIONS - SECTION 73
- EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74

SHEET 1 ADJOINS



LEGEND

- BUILDING ENVELOPE
- 1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
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- 18 DENOTES BLOCK NUMBERS OF ADJOINING BLOCKS
- CP DENOTES COMMON PROPERTY

NOTE
 STAGE 1 LOTS 1 - 6
 STAGE 2 LOTS 7 - 14
 BUILDING FOOT PRINT AT GROUND LEVEL
 SHEET No 3 of 4 SHEETS

SHEET 4 ADJOINS

NEGUS CRESCENT

Adam Younicks
 Applicant **ADAM YOUNICKS**

Ima Sare
 Delegate of the Authority/Executive

David Pryce
 Registrar-General

LOTS: 1-14
 SECTION: 122
 DIVISION: WATSON
 AUSTRALIAN CAPITAL TERRITORY
 Scale 1:500 0 5 10 15 20 METRES

BUILDING ENVELOPE PLAN
 COMMUNITY TITLE
 SCHEME No

NØRREBRO
WATSON

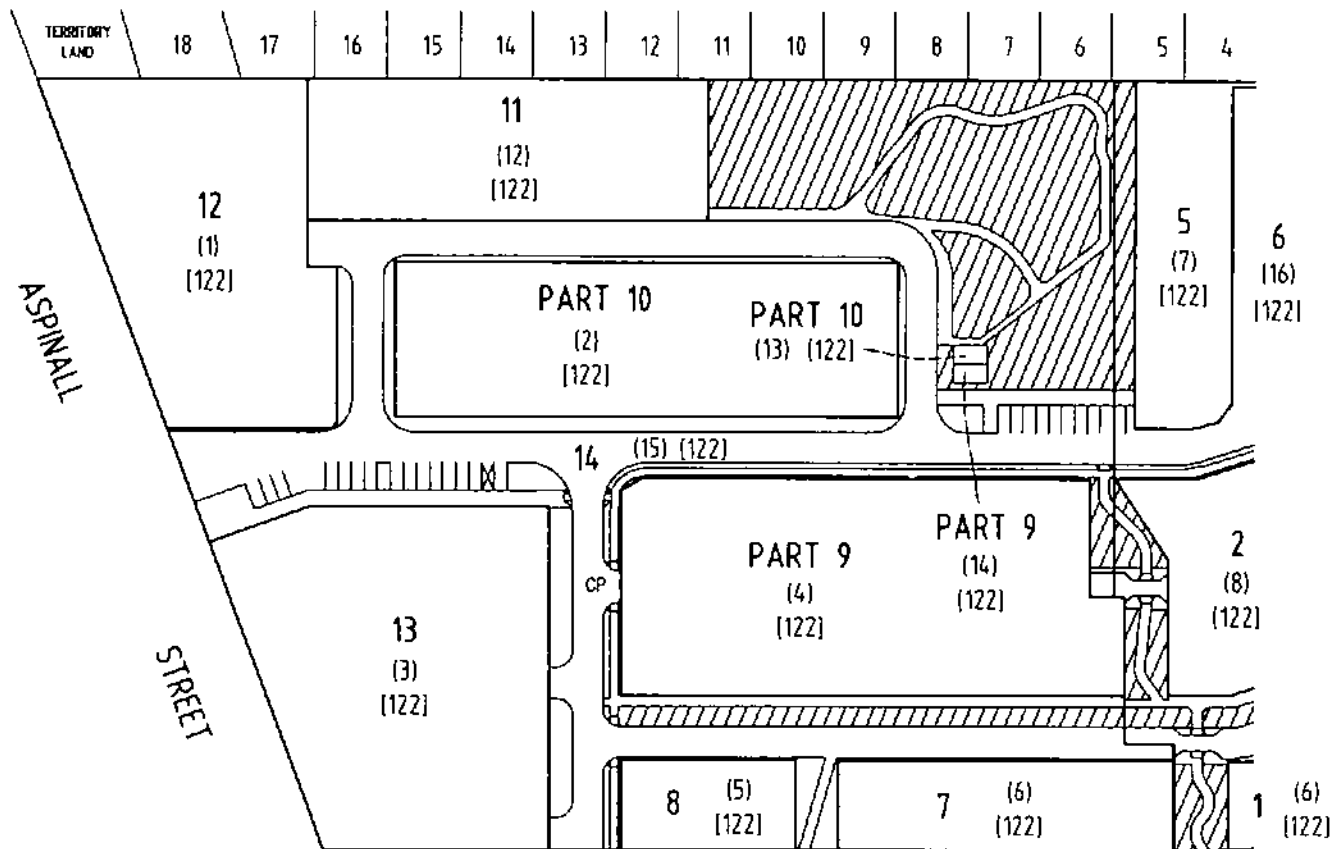
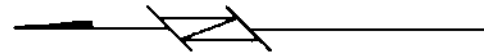
Community Title Scheme – Landscape Plan

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122 Watson

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- EASEMENTS FOR PROJECTIONS - SECTION 73
- EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74



SHEET 2 ADJOINS

LEGEND

LANDSCAPE AREAS

1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME

(1) DENOTES BLOCK NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671

[122] DENOTES SECTION NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671

18 DENOTES BLOCK NUMBERS OF ADJOINING BLOCKS

CP DENOTES COMMON PROPERTY

NOTE
STAGE 1 LOTS 1 - 6
STAGE 2 LOTS 7 - 14

SHEET No 1 of 2 SHEETS

Adam Hellarth
Applicant **ADAM HELLARTH**

Ima Sare
Delegata of the Authority/Executive

David Pryce
Registrar-General

Registrar-General

LOTS: 1-14
SECTION: 122
DIVISION: WATSON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:1000
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LANDSCAPE PLAN
COMMUNITY TITLE
SCHEME No

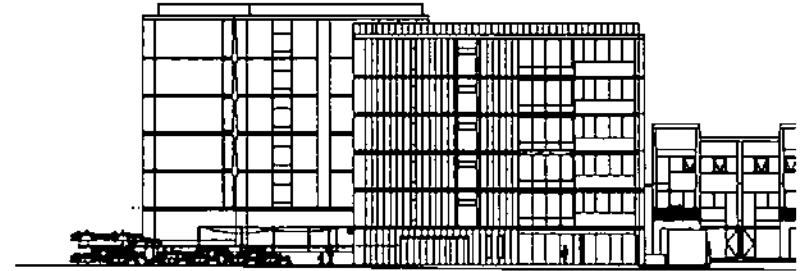
Community Title Scheme – Elevation Plan and Building Appearance Sketches

Lots 1 – 14

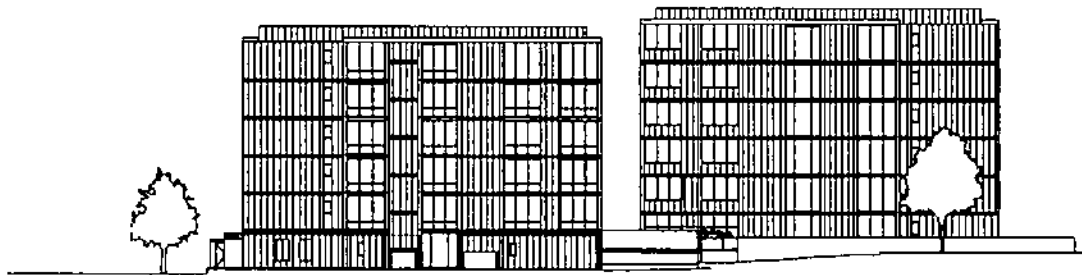
Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122 Watson



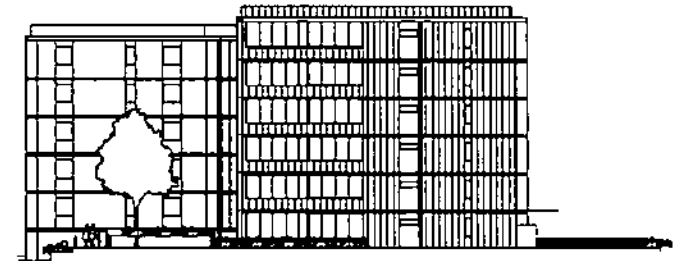
NORTH ELEVATION



WEST ELEVATION



SOUTH ELEVATION



EAST ELEVATION

BLOCK 1

SHEET No 1 of 11 SHEETS

Jonathan Trenchard
Adam Newkirk
 Applicant *ADAM NEWKIRK*

Ima Sore
 Delegate of the Authority/Executive

David Pryce
 Registrar-General



LOTS: 1-14
 SECTION: 122
 DIVISION: WATSON
 AUSTRALIAN CAPITAL TERRITORY
 Scale 1:NA

ELEVATION PLAN

COMMUNITY TITLE
 SCHEME No



WEST ELEVATION



NORTH ELEVATION



EAST ELEVATION



SOUTH ELEVATION

BLOCK 2

SHEET No 2 of 11 SHEETS

Jonathan Tuckey
 Applicant **ADAM HOWARTH**

Imma Sore
 Delegate of the Authority/Executive

David Pryce
 Registrar-General



LOTS: 1-14
 SECTION: 122
 DIVISION: WATSON
 AUSTRALIAN CAPITAL TERRITORY
 Scale 1:NA

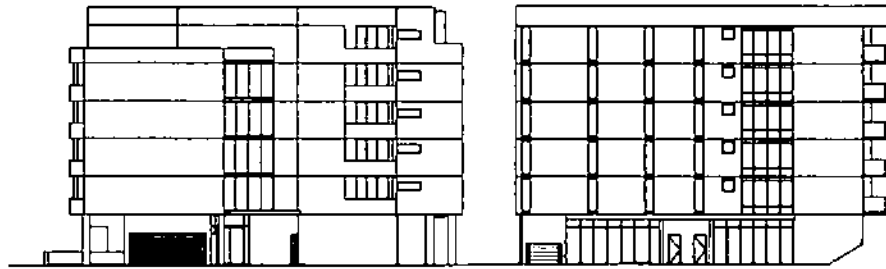
ELEVATION PLAN
 COMMUNITY TITLE
 SCHEME No



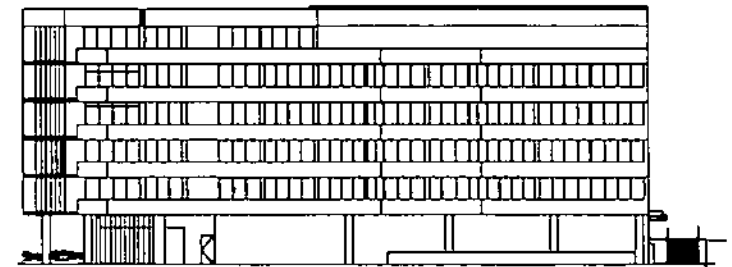
NORTH ELEVATION



EAST ELEVATION



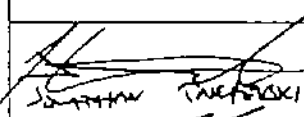
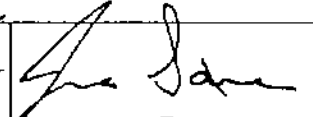
SOUTH ELEVATION





WEST ELEVATION

SHEET No 3 of 11 SHEETS

BLOCK 3


 Applicant **ADAM KOWALCZYK**

 Delegate of the Authority/Executive


 David Pryce
 Registrar-General

 Registrar-General

LOTS: 1-14
 SECTION: 122
 DIVISION: WATSON
 AUSTRALIAN CAPITAL TERRITORY
 Scale 1:NA

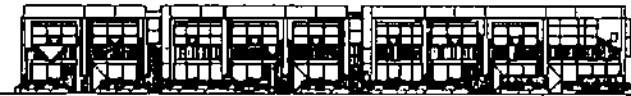
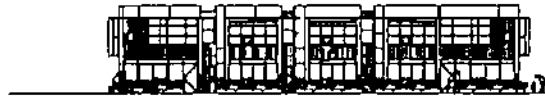
ELEVATION PLAN
 COMMUNITY TITLE
 SCHEME No



NORTH ELEVATION



SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION



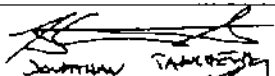

EAST ELEVATION




WEST ELEVATION

BLOCK 4

SHEET No 4 of 11 SHEETS


Jonathan Tabor

Applicant **ADAM HENDRY**


Irma Sore
Delegate of the Authority/Executive


David Pryce
Registrar-General

Registrar-General

LOTS: 1-14
SECTION: 122
DIVISION: WATSON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:NA

ELEVATION PLAN

COMMUNITY TITLE
SCHEME No



NORTH ELEVATION



SOUTH ELEVATION



EAST ELEVATION




WEST ELEVATION

BLOCK 5/6

SHEET No 5 of 11 SHEETS

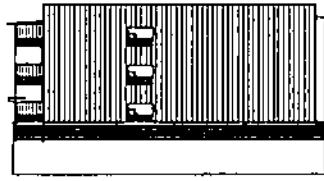
Jonathan Kuchovsk
Adam Hendry
Applicant *ADAM HENDRY*

Imma Sore
Delegate of the Authority/Executive

David Pryce
Registrar-General

Registrar-General

LOTS: 1-14
SECTION: 122
DIVISION: WATSON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:NA

ELEVATION PLAN
COMMUNITY TITLE
SCHEME No



EAST ELEVATION



WEST ELEVATION



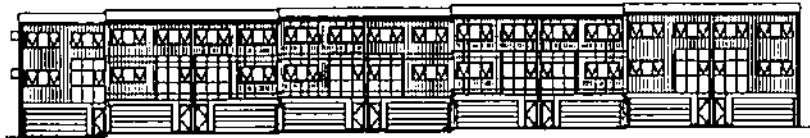
NORTH ELEVATION



NORTH ELEVATION



SOUTH ELEVATION



SOUTH ELEVATION




BLOCK 7

SHEET No 6 of 11 SHEETS

Janina TACHENSKI
Applicant: *Alan Howard*

Janina TACHENSKI
Delegate of the Authority/Executive

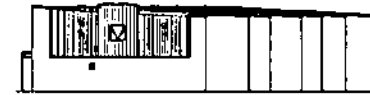
David Pryce
Registrar-General

Registrar-General

LOTS: 1-14
SECTION: 122
DIVISION: WATSON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:NA

ELEVATION PLAN
COMMUNITY TITLE
SCHEME No



SOUTH ELEVATION BUILDING HA



NORTH ELEVATION BUILDING HA



WEST ELEVATION BUILDING HA



EAST ELEVATION BUILDING HA



SOUTH ELEVATION BUILDING HB



NORTH ELEVATION BUILDING HB



WEST ELEVATION BUILDING HB



EAST ELEVATION BUILDING HB

BLOCK 8

SHEET No 7 of 11 SHEETS

Jonathan Wierowski
Applicant *Adam Horvath*

Iona Sore
Delegate of the Authority/Executive

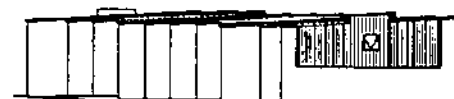
David Pryce
Registrar-General


LOTS: 1-14
SECTION: 122
DIVISION: WATSON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:NA

ELEVATION PLAN
COMMUNITY TITLE
SCHEME No



WEST ELEVATION



NORTH ELEVATION



EAST ELEVATION




SOUTH ELEVATION

BLOCK 9

SHEET No 8 of 11 SHEETS

Adam Howarth
Applicant **ADAM HOWARTH**

Ima Sore
Delegate of the Authority/Executive

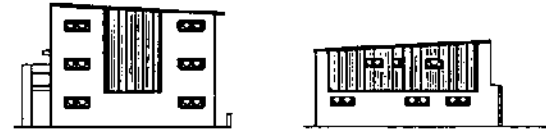
David Pryce
Registrar-General

Registrar-General

LOTS: 1-14
SECTION: 122
DIVISION: WATSON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:NA

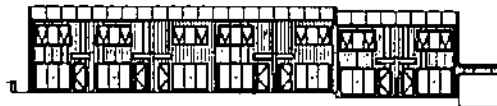
ELEVATION PLAN
COMMUNITY TITLE
SCHEME No



WEST ELEVATION



EAST ELEVATION



NORTH ELEVATION




SOUTH ELEVATION

BLOCK 10

SHEET No 9 of 11 SHEETS

[Signature]
 SHANTANU TANKHAR
[Signature]
 Applicant *ADAM HENNING*

[Signature]
 Iona Sore
 Delegate of the Authority/Executive

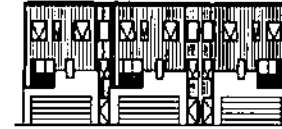
[Signature]
 David Pryce
 Registrar-General

 Registrar-General

LOTS: 1-14
 SECTION: 122
 DIVISION: WATSON
 AUSTRALIAN CAPITAL TERRITORY
 Scale 1:NA

ELEVATION PLAN
 COMMUNITY TITLE
 SCHEME No



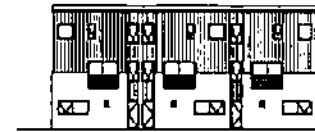
NORTH ELEVATION BUILDING LA



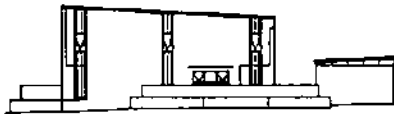
NORTH ELEVATION BUILDING LB



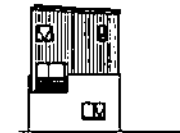
SOUTH ELEVATION BUILDING LA



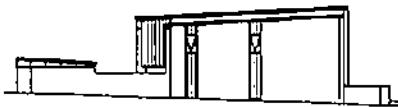
SOUTH ELEVATION BUILDING LB



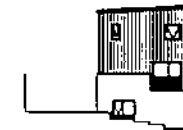
WEST ELEVATION BUILDING LA



WEST ELEVATION BUILDING LB



EAST ELEVATION BUILDING LA



EAST ELEVATION BUILDING LB

BLOCK 11

SHEET No 10 of 11 SHEETS

Adam Hendry
Applicant **ADAM HENDRY**

Ima Sare
Delegate of the Authority/Executive

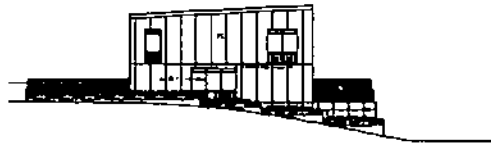
David Pryce
Registrar-General
Registrar-General



LOTS: 1-14
SECTION: 122
DIVISION: WATSON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:NA

ELEVATION PLAN

COMMUNITY TITLE
SCHEME No



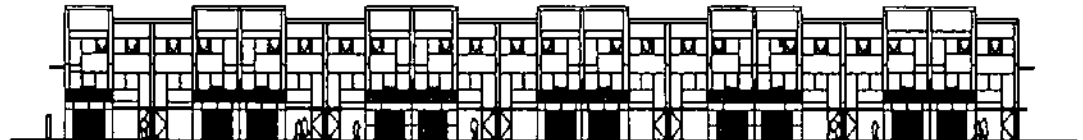
NORTH ELEVATION



EAST ELEVATION



SOUTH ELEVATION



WEST ELEVATION

BLOCK 12

SHEET No 11 of 11 SHEETS

Adam Hewitson
Applicant *ADAM HEWITSON*

Uma Sore
Delegata of the Authority/Executive

David Pryce
Registrar-General



LOTS: 1-14
SECTION: 122
DIVISION: WATSON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:NA

ELEVATION PLAN
COMMUNITY TITLE
SCHEME No

NØRREBRO
WATSON

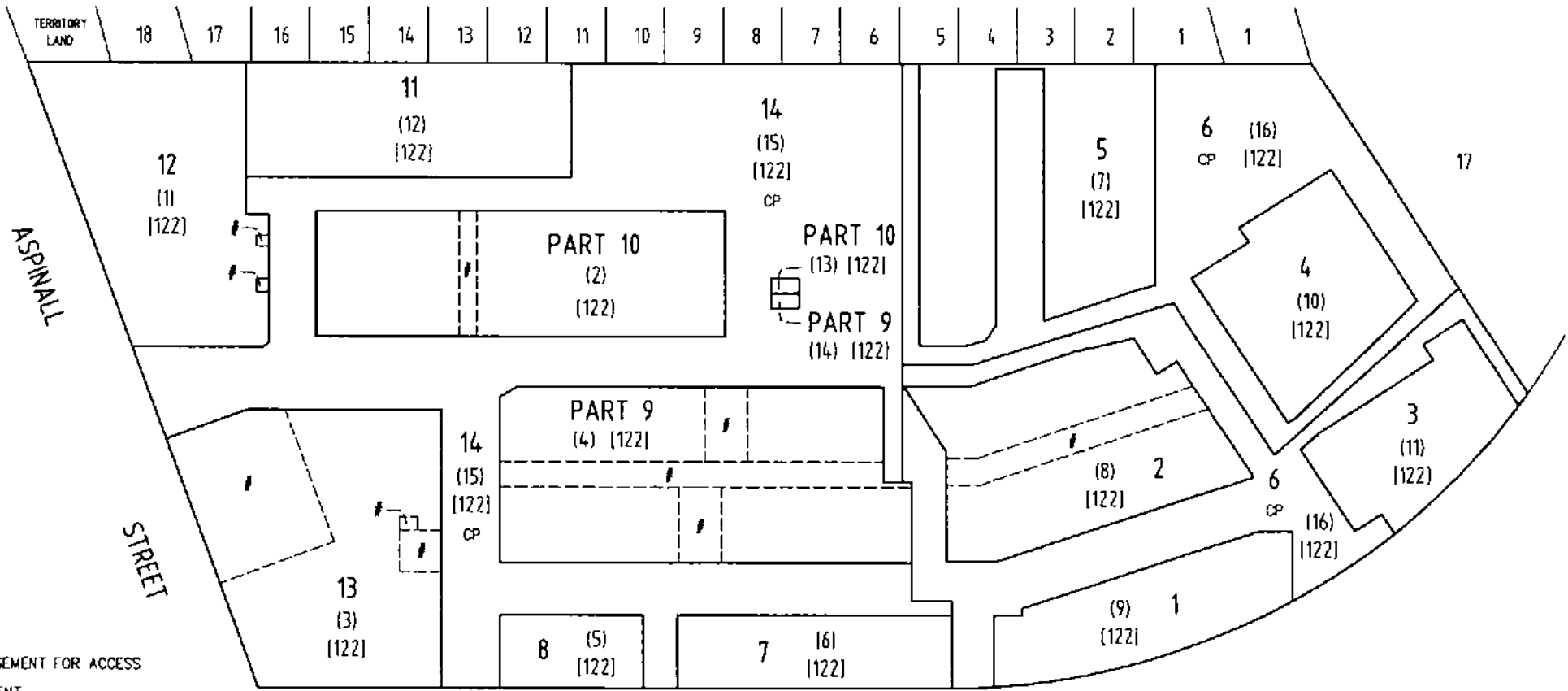
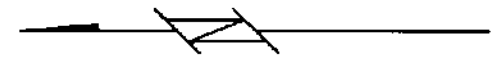
Community Title Scheme – Easement Plan

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122 Watson

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):

- EASEMENTS FOR SUPPORT - SECTION 70
- EASEMENTS FOR UTILITY SERVICES - SECTION 71
- EASEMENTS FOR SHELTER - SECTION 72
- EASEMENTS FOR PROJECTIONS - SECTION 73
- EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74




LEGEND
 --- EASEMENT FOR ACCESS
 # EASEMENT
 1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
 (1) DENOTES BLOCK NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
 [122] DENOTES SECTION NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
 18 DENOTES BLOCK NUMBERS OF ADJOINING BLOCKS
 CP DENOTES COMMON PROPERTY

NOTE
 STAGE 1 LOTS 1 - 6
 STAGE 2 LOTS 7 - 14

SHEET No 1 of 1 SHEETS

Adam Hunsberty
 Applicant **ADAM HUNSBERTY**

Ima Sore
 Delegate of the Authority/Executive

David Pryce
 Registrar-General

 Registrar-General

LOTS: 1-14
 SECTION: 122
 DIVISION: WATSON
 AUSTRALIAN CAPITAL TERRITORY
 Scale 1:1000
 0 5 10 20 30 40 50 METRES

EASEMENT PLAN
COMMUNITY TITLE SCHEME No

NØRREBRO
WATSON

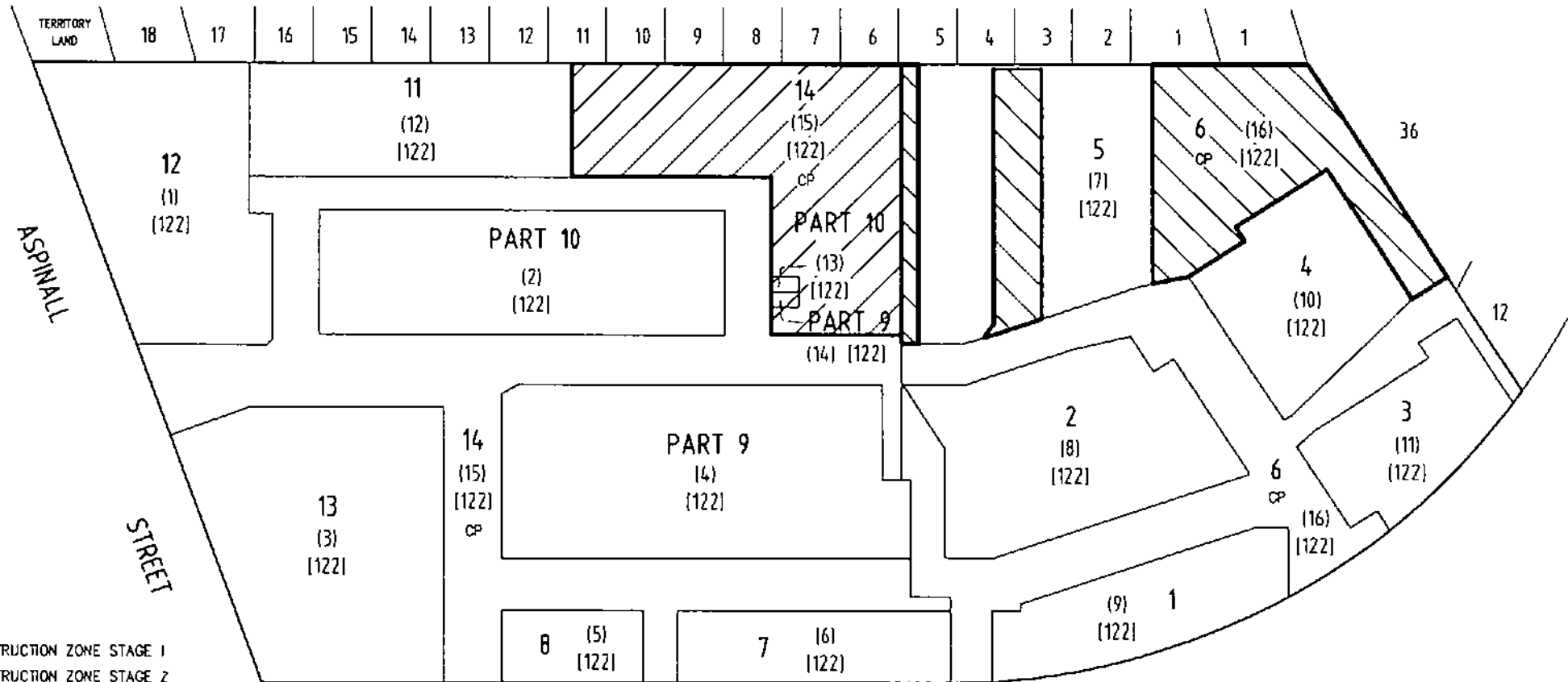
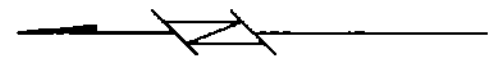
Community Title Scheme – Construction Zone Plan

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122 Watson

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):

- EASEMENTS FOR SUPPORT - SECTION 70
- EASEMENTS FOR UTILITY SERVICES - SECTION 71
- EASEMENTS FOR SHELTER - SECTION 72
- EASEMENTS FOR PROJECTIONS - SECTION 73
- EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74



LEGEND

- CONSTRUCTION ZONE STAGE 1
- CONSTRUCTION ZONE STAGE 2

- 1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
- (1) DENOTES BLOCK NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
- [122] DENOTES SECTION NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
- 18 DENOTES BLOCK NUMBERS OF ADJOINING BLOCKS
- CP DENOTES COMMON PROPERTY

NEGUS

CRESCENT

NOTE
STAGE 1 LOTS 1 - 6
STAGE 2 LOTS 7 - 14

SHEET No 1 of 1 SHEETS

Jonathan Tachevski
Applicant *ADAM HEWARTH*

Imma Sore
Delegate of the Authority/Executive

David Pryce
Registrar-General

LOTS: 1-14
SECTION: 122
DIVISION: WATSON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:1000
0 5 10 20 30 40 50 METRES

CONSTRUCTION ZONE
COMMUNITY TITLE
SCHEME No

Attachment 4 Lot Entitlement Schedule

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122
Watson



Our reference: 10422025

26 June 2020

Hamish Wise
HTI Group
hwise@htigroup.com.au

Dear Hamish,

Re | Community Entitlements Section 122 Watson

Please refer to the following schedule for the entitlements of each block.

Block No	Community Entitlement	CTS Lot Number
1	119	12
2	98	Part 10
3	122	13
4	121	Part 9
5	33	8
6	61	7
7	89	5
8	87	2
9	66	1
10	74	4
11	52	3
12	78	11
13		Part 10
14		Part 9

1000

Opteon (ACT) Pty Ltd

ABN 84 164 218 722

2/113 Canberra Avenue, Griffith, ACT 2603

P (02) 6248 7837 E act.instructions@opteonsolutions.com

F (02) 6232 6233 W www.opteonsolutions.com

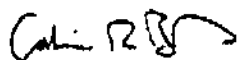
SOLUTIONS WITH EXCELLENCE

Liability limited by a scheme approved under Professional Standards Legislation

These assessments are only to be relied upon for the purpose of determining the Community Entitlement under the Community Titles Act 2001. The proposed schedule of community entitlement is reasonable, having regard to the prospective relative values of the lots on completion, as at 2 March 2020. This is based on the site inspection on 2 March 2020 and the proposed deposited plan annexed herein.

For further enquiries please contact the writer below.

Kind regards,



Calvin Rogers AAPI CPV, BCom, MProDev

Director

API No: 74018

PH 0410 521 659

calvin.rogers@opteonsolutions.com



Level 33, 101 Miller Street
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

Certificate of Currency

CHU Community Association Insurance Plan

Policy No	CAH0009080
Policy Wording	CHU COMMUNITY ASSOCIATION INSURANCE PLAN
Period of Insurance	08/12/2025 to 08/12/2026 at 4:00pm
The Insured	COMMUNITY TITLE SCHEME - 36
Situation	46 ASPINALL STREET WATSON ACT 2602

Policies Selected

Policy 1 – Community Property

Community property: \$2,390,000

Community income: \$358,500

Common area contents: \$23,900

Policy 2 – Liability to Others

Limit of liability: \$30,000,000

Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured: \$250,000

Policy 5 – Office Bearers' Legal Liability

Not Selected

Policy 6 – Machinery Breakdown

Not Selected

Policy 7 – Catastrophe Insurance

Not Selected

Policy 8 – Government Audit Costs and Legal Expenses

Part A: Government Audit Costs: \$25,000

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

Part C: Legal Defence Expenses: \$50,000



Flood Cover is included.

Flood Cover Endorsement

Flood cover is included.

The following terms and conditions of Your Policy is hereby amended by this endorsement and should be read in conjunction with, and as forming part of Community Association Insurance Plan.

Policy 1, Exclusion 1. a. "caused by Flood" is hereby removed.

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Date Printed

08/12/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM563 - 1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.



Community Title Scheme – Management Statement

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122 Watson

Community Title Scheme

36
—



**LOT ENTITLEMENT SCHEDULE FOR A
PROGRESSIVE DEVELOPMENT WITHIN
A COMMUNITY TITLE SCHEME**

Land Titles Act 1925

099 - CTP

DETAILS OF PARCELS NOT BEING PROPOSED AS COMMON PROPERTY						
Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
3017:91	Watson	122	1	-	12	119
3017:95	Watson	122	12	-	11	78
3017:97	Watson	122	18	-	13	122
3017:509	Watson	122	4	1	9	-
3017:510	Watson	122	4	2	9	-
3017:511	Watson	122	4	3	9	-
3017:512	Watson	122	4	4	9	-
3017:513	Watson	122	4	5	9	-
3017:514	Watson	122	4	6	9	-
3017:515	Watson	122	4	7	9	-
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3017:524	Watson	122	4	16	9	-
3017:525	Watson	122	4	17	9	-
3017:526	Watson	122	4	18	9	-
3017:527	Watson	122	4	19	9	-
3017:528	Watson	122	4	20	9	-

3017:529	Watson	122	4	21	9	-
3017:530	Watson	122	4	22	9	-
3017:531	Watson	122	4	23	9	-
3017:532	Watson	122	4	24	9	-
3017:533	Watson	122	4	25	9	-
3017:534	Watson	122	4	26	9	-
3017:535	Watson	122	4	27	9	-
3017:536	Watson	122	4	28	9	-
3017:537	Watson	122	4	29	9	-
3017:538	Watson	122	4	30	9	-
3017:508	Watson	122	4	CP	9	121
3017:424	Watson	122	5	1	8	-
3017:425	Watson	122	5	2	8	-
3017:426	Watson	122	5	3	8	-
3017:427	Watson	122	5	4	8	-
3017:428	Watson	122	5	5	8	-
3017:429	Watson	122	5	6	8	-
3017:423	Watson	122	5	CP	8	33
3017:431	Watson	122	6	1	7	-
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3017:433	Watson	122	6	3	7	-
3017:434	Watson	122	6	4	7	-
3017:435	Watson	122	6	5	7	-
3017:436	Watson	122	6	6	7	-
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3017:438	Watson	122	6	8	7	-
3017:439	Watson	122	6	9	7	-
3017:440	Watson	122	6	10	7	-
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3017:442	Watson	122	6	12	7	-
3017:430	Watson	122	6	CP	7	61
3014:195	Watson	122	7	1	5	-

3014:196	Watson	122	7	2	5	-
3014:197	Watson	122	7	3	5	-
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3014:210	Watson	122	7	16	5	-
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3014:224	Watson	122	7	30	5	-
3014:225	Watson	122	7	31	5	-
3014:226	Watson	122	7	32	5	-
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3014:228	Watson	122	7	34	5	-
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3014:230	Watson	122	7	36	5	-
3014:231	Watson	122	7	37	5	-
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3014:234	Watson	122	7	40	5	-
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3014:194	Watson	122	7	CP	5	89
3003:83	Watson	122	8	1	2	-
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3003:85	Watson	122	8	3	2	-
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3003:92	Watson	122	8	10	2	-
3003:93	Watson	122	8	11	2	-
3003:94	Watson	122	8	12	2	-
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3003:96	Watson	122	8	14	2	-
3003:97	Watson	122	8	15	2	-
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3003:100	Watson	122	8	18	2	-
3003:101	Watson	122	8	19	2	-
3003:102	Watson	122	8	20	2	-
3003:82	Watson	122	8	CP	2	87
3003:104	Watson	122	9	1	1	-

3003:105	Watson	122	9	2	1	-
3003:106	Watson	122	9	3	1	-
3003:107	Watson	122	9	4	1	-
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3003:114	Watson	122	9	11	1	-
3003:115	Watson	122	9	12	1	-
3003:103	Watson	122	9	CP	1	66
3008:158	Watson	122	10	1	4	-
3008:159	Watson	122	10	2	4	-
3008:160	Watson	122	10	3	4	-
3008:161	Watson	122	10	4	4	-
3008:162	Watson	122	10	5	4	-
3008:163	Watson	122	10	6	4	-
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3008:166	Watson	122	10	9	4	-
3008:167	Watson	122	10	10	4	-
3008:168	Watson	122	10	11	4	-
3008:169	Watson	122	10	12	4	-
3008:170	Watson	122	10	13	4	-
3008:171	Watson	122	10	14	4	-
3008:157	Watson	122	10	CP	4	74
3003:117	Watson	122	11	1	3	-
3003:118	Watson	122	11	2	3	-
3003:119	Watson	122	11	3	3	-
3003:120	Watson	122	11	4	3	-
3003:121	Watson	122	11	5	3	-

3003:122	Watson	122	11	6	3	-
3003:123	Watson	122	11	7	3	-
3003:124	Watson	122	11	8	3	-
3003:116	Watson	122	11	CP	3	52
3017:540	Watson	122	17	1	10	-
3017:541	Watson	122	17	2	10	-
3017:542	Watson	122	17	3	10	-
3017:543	Watson	122	17	4	10	-
3017:544	Watson	122	17	5	10	-
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3017:556	Watson	122	17	17	10	-
3017:557	Watson	122	17	18	10	-
3017:558	Watson	122	17	19	10	-
3017:559	Watson	122	17	20	10	-
3017:560	Watson	122	17	21	10	-
3017:561	Watson	122	17	22	10	-
3017:539	Watson	122	17	CP	10	98
Lot Entitlement Total						1,000

CERTIFICATION *Delete the inapplicable

Developer

- *The Certifier has taken reasonable steps to verify the identity of the Lessee or his, her or its administrator or attorney.
- *The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- *The Certifier has retained the evidence to support this Registry Instrument or Document.
- *The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Signed By:

Edward Campbell
Australian Legal Practitioner

for: MinterEllison

on behalf of the Developer

EXECUTION BY ACT PLANNING AND LAND AUTHORITY

CERTIFICATION

- *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:

Aaron Oshyer

Delegate of Authority

Position Number: 53768

Mark Towart
Witnessed By (signature):

Mark Towart
Full name of Witness:

for: ACT Planning and Land Authority

REGISTRAR-GENERAL REGISTRATION

The attached lot entitlement schedule for Community Title Scheme No ..36..... was registered

Dated 14th this day of July 20 23

David Pryce
Registrar-General



Signature of Registrar-General

DETAILS OF PARCELS PROPOSED AS COMMON PROPERTY				
Volume & Folio	District/Division	Section	Block	Lot
2412:39	Watson	122	16	6
3017:101	Watson	122	19	14

LOT ENTITLEMENT SCHEDULE FOR A PROGRESSIVE DEVELOPMENT WITHIN A COMMUNITY TITLE SCHEME

Land Titles Act 1925

099 - CTLP

DETAILS OF PARCELS NOT BEING PROPOSED AS COMMON PROPERTY						
Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
3017:91	Watson	122	1	-	12	119
3017:95	Watson	122	12	-	11	78
3017:96	Watson	122	17	-	10	98
3017:97	Watson	122	18	-	13	122
3017:509	Watson	122	4	1	9	
3017:510	Watson	122	4	2	9	
3017:511	Watson	122	4	3	9	
3017:512	Watson	122	4	4	9	
3017:513	Watson	122	4	5	9	
3017:514	Watson	122	4	6	9	
3017:515	Watson	122	4	7	9	
3017:516	Watson	122	4	8	9	
3017:517	Watson	122	4	9	9	
3017:518	Watson	122	4	10	9	
3017:519	Watson	122	4	11	9	
3017:520	Watson	122	4	12	9	
3017:521	Watson	122	4	13	9	
3017:522	Watson	122	4	14	9	
3017:523	Watson	122	4	15	9	
3017:524	Watson	122	4	16	9	
3017:525	Watson	122	4	17	9	
3017:526	Watson	122	4	18	9	
3017:527	Watson	122	4	19	9	

3017:528	Watson	122	4	20	9	
3017:529	Watson	122	4	21	9	
3017:530	Watson	122	4	22	9	
3017:531	Watson	122	4	23	9	
3017:532	Watson	122	4	24	9	
3017:533	Watson	122	4	25	9	
3017:534	Watson	122	4	26	9	
3017:535	Watson	122	4	27	9	
3017:536	Watson	122	4	28	9	
3017:537	Watson	122	4	29	9	
3017:538	Watson	122	4	30	9	
3017:508	Watson	122	4	CP	9	121
3017:424	Watson	122	5	1	8	
3017:425	Watson	122	5	2	8	
3017:426	Watson	122	5	3	8	
3017:427	Watson	122	5	4	8	
3017:428	Watson	122	5	5	8	
3017:429	Watson	122	5	6	8	
3017:423	Watson	122	5	CP	8	33
3017:431	Watson	122	6	1	7	
3017:432	Watson	122	6	2	7	
3017:433	Watson	122	6	3	7	
3017:434	Watson	122	6	4	7	
3017:435	Watson	122	6	5	7	
3017:436	Watson	122	6	6	7	
3017:437	Watson	122	6	7	7	
3017:438	Watson	122	6	8	7	
3017:439	Watson	122	6	9	7	
3017:440	Watson	122	6	10	7	
3017:441	Watson	122	6	11	7	
3017:442	Watson	122	6	12	7	
3017:430	Watson	122	6	CP	7	61

3014:195	Watson	122	7	1	5	-
3014:196	Watson	122	7	2	5	-
3014:197	Watson	122	7	3	5	-
3014:198	Watson	122	7	4	5	-
3014:199	Watson	122	7	5	5	-
3014:200	Watson	122	7	6	5	-
3014:201	Watson	122	7	7	5	-
3014:202	Watson	122	7	8	5	-
3014:203	Watson	122	7	9	5	-
3014:204	Watson	122	7	10	5	-
3014:205	Watson	122	7	11	5	-
3014:206	Watson	122	7	12	5	-
3014:207	Watson	122	7	13	5	-
3014:208	Watson	122	7	14	5	-
3014:209	Watson	122	7	15	5	-
3014:210	Watson	122	7	16	5	-
3014:211	Watson	122	7	17	5	-
3014:212	Watson	122	7	18	5	-
3014:213	Watson	122	7	19	5	-
3014:214	Watson	122	7	20	5	-
3014:215	Watson	122	7	21	5	-
3014:216	Watson	122	7	22	5	-
3014:217	Watson	122	7	23	5	-
3014:218	Watson	122	7	24	5	-
3014:219	Watson	122	7	25	5	-
3014:220	Watson	122	7	26	5	-
3014:221	Watson	122	7	27	5	-
3014:222	Watson	122	7	28	5	-
3014:223	Watson	122	7	29	5	-
3014:224	Watson	122	7	30	5	-
3014:225	Watson	122	7	31	5	-
3014:226	Watson	122	7	32	5	-

3014:227	Watson	122	7	33	5	-
3014:228	Watson	122	7	34	5	-
3014:229	Watson	122	7	35	5	-
3014:230	Watson	122	7	36	5	-
3014:231	Watson	122	7	37	5	-
3014:232	Watson	122	7	38	5	-
3014:233	Watson	122	7	39	5	-
3014:234	Watson	122	7	40	5	-
3014:235	Watson	122	7	41	5	-
3014:236	Watson	122	7	42	5	-
3014:194	Watson	122	7	CP	5	89
3003:83	Watson	122	8	1	2	-
3003:84	Watson	122	8	2	2	-
3003:85	Watson	122	8	3	2	-
3003:86	Watson	122	8	4	2	-
3003:87	Watson	122	8	5	2	-
3003:88	Watson	122	8	6	2	-
3003:89	Watson	122	8	7	2	-
3003:90	Watson	122	8	8	2	-
3003:91	Watson	122	8	9	2	-
3003:92	Watson	122	8	10	2	-
3003:93	Watson	122	8	11	2	-
3003:94	Watson	122	8	12	2	-
3003:95	Watson	122	8	13	2	-
3003:96	Watson	122	8	14	2	-
3003:97	Watson	122	8	15	2	-
3003:98	Watson	122	8	16	2	-
3003:99	Watson	122	8	17	2	-
3003:100	Watson	122	8	18	2	-
3003:101	Watson	122	8	19	2	-
3003:102	Watson	122	8	20	2	-
3003:82	Watson	122	8	CP	2	87

3003:104	Watson	122	9	1	1	-
3003:105	Watson	122	9	2	1	-
3003:106	Watson	122	9	3	1	-
3003:107	Watson	122	9	4	1	-
3003:108	Watson	122	9	5	1	-
3003:109	Watson	122	9	6	1	-
3003:110	Watson	122	9	7	1	-
3003:111	Watson	122	9	8	1	-
3003:112	Watson	122	9	9	1	-
3003:113	Watson	122	9	10	1	-
3003:114	Watson	122	9	11	1	-
3003:115	Watson	122	9	12	1	-
3003:103	Watson	122	9	CP	1	66
3008:158	Watson	122	10	1	4	-
3008:159	Watson	122	10	2	4	-
3008:160	Watson	122	10	3	4	-
3008:161	Watson	122	10	4	4	-
3008:162	Watson	122	10	5	4	-
3008:163	Watson	122	10	6	4	-
3008:164	Watson	122	10	7	4	-
3008:165	Watson	122	10	8	4	-
3008:166	Watson	122	10	9	4	-
3008:167	Watson	122	10	10	4	-
3008:168	Watson	122	10	11	4	-
3008:169	Watson	122	10	12	4	-
3008:170	Watson	122	10	13	4	-
3008:171	Watson	122	10	14	4	-
3008:157	Watson	122	10	CP	4	74
3003:117	Watson	122	11	1	3	-
3003:118	Watson	122	11	2	3	-
3003:119	Watson	122	11	3	3	-
3003:120	Watson	122	11	4	3	-

3003:121	Watson	122	11	5	3	-
3003:122	Watson	122	11	6	3	-
3003:123	Watson	122	11	7	3	-
3003:124	Watson	122	11	8	3	-
3003:116	Watson	122	11	CP	3	52
Lot Entitlement Total						1,000

DETAILS OF PARCELS PROPOSED AS COMMON PROPERTY				
Volume & Folio	District/Division	Section	Block	Lot
2412:39	Watson	122	16	6
3017:101	Watson	122	19	14

CERTIFICATION *Delete the inapplicable

Developer

- *The Certifier has taken reasonable steps to verify the identity of the Lessee or his, her or its administrator or attorney.
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Signed By:

Edward Campbell
Australian Legal Practitioner

for: MinterEllison

on behalf of the Developer

EXECUTION BY ACT PLANNING AND LAND AUTHORITY

CERTIFICATION

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Signed By:

Aaron Oshyer

Delegate of Authority
Position Number: 53768

for: ACT Planning and Land Authority

Witnessed By (signature):

Full name of Witness: Mark Towart

REGISTRAR-GENERAL REGISTRATION

The attached lot entitlement schedule for Community Title Scheme No 36..... was registered

Dated 14th this day of July 20 23

David Pryce
Registrar-General



Signature of Registrar-General



LOT ENTITLEMENT SCHEDULE FOR A PROGRESSIVE DEVELOPMENT WITHIN A COMMUNITY TITLE SCHEME

Land Titles Act 1925

099 - CTLP

DETAILS OF PARCELS NOT BEING PROPOSED AS COMMON PROPERTY						
Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
3017:91	Watson	122	1	-	12	119
3017:92	Watson	122	4	-	9	121
3017:95	Watson	122	12	-	11	78
3017:96	Watson	122	17	-	10	98
3017:97	Watson	122	18	-	13	122
3017:424	Watson	122	5	1	8	
3017:425	Watson	122	5	2	8	
3017:426	Watson	122	5	3	8	
3017:427	Watson	122	5	4	8	
3017:428	Watson	122	5	5	8	
3017:429	Watson	122	5	6	8	
3017:423	Watson	122	5	CP	8	33
3017:431	Watson	122	6	1	7	
3017:432	Watson	122	6	2	7	
3017:433	Watson	122	6	3	7	
3017:434	Watson	122	6	4	7	
3017:435	Watson	122	6	5	7	
3017:436	Watson	122	6	6	7	
3017:437	Watson	122	6	7	7	
3017:438	Watson	122	6	8	7	
3017:439	Watson	122	6	9	7	
3017:440	Watson	122	6	10	7	
3017:441	Watson	122	6	11	7	

3017:442	Watson	122	6	12	7	
3017:430	Watson	122	6	CP	7	61
3014:195	Watson	122	7	1	5	-
3014:196	Watson	122	7	2	5	-
3014:197	Watson	122	7	3	5	-
3014:198	Watson	122	7	4	5	-
3014:199	Watson	122	7	5	5	-
3014:200	Watson	122	7	6	5	-
3014:201	Watson	122	7	7	5	-
3014:202	Watson	122	7	8	5	-
3014:203	Watson	122	7	9	5	-
3014:204	Watson	122	7	10	5	-
3014:205	Watson	122	7	11	5	-
3014:206	Watson	122	7	12	5	-
3014:207	Watson	122	7	13	5	-
3014:208	Watson	122	7	14	5	-
3014:209	Watson	122	7	15	5	-
3014:210	Watson	122	7	16	5	-
3014:211	Watson	122	7	17	5	-
3014:212	Watson	122	7	18	5	-
3014:213	Watson	122	7	19	5	-
3014:214	Watson	122	7	20	5	-
3014:215	Watson	122	7	21	5	-
3014:216	Watson	122	7	22	5	-
3014:217	Watson	122	7	23	5	-
3014:218	Watson	122	7	24	5	-
3014:219	Watson	122	7	25	5	-
3014:220	Watson	122	7	26	5	-
3014:221	Watson	122	7	27	5	-
3014:222	Watson	122	7	28	5	-
3014:223	Watson	122	7	29	5	-
3014:224	Watson	122	7	30	5	-

3014:225	Watson	122	7	31	5	-
3014:226	Watson	122	7	32	5	-
3014:227	Watson	122	7	33	5	-
3014:228	Watson	122	7	34	5	-
3014:229	Watson	122	7	35	5	-
3014:230	Watson	122	7	36	5	-
3014:231	Watson	122	7	37	5	-
3014:232	Watson	122	7	38	5	-
3014:233	Watson	122	7	39	5	-
3014:234	Watson	122	7	40	5	-
3014:235	Watson	122	7	41	5	-
3014:236	Watson	122	7	42	5	-
3014:194	Watson	122	7	CP	5	89
3003:83	Watson	122	8	1	2	-
3003:84	Watson	122	8	2	2	-
3003:85	Watson	122	8	3	2	-
3003:86	Watson	122	8	4	2	-
3003:87	Watson	122	8	5	2	-
3003:88	Watson	122	8	6	2	-
3003:89	Watson	122	8	7	2	-
3003:90	Watson	122	8	8	2	-
3003:91	Watson	122	8	9	2	-
3003:92	Watson	122	8	10	2	-
3003:93	Watson	122	8	11	2	-
3003:94	Watson	122	8	12	2	-
3003:95	Watson	122	8	13	2	-
3003:96	Watson	122	8	14	2	-
3003:97	Watson	122	8	15	2	-
3003:98	Watson	122	8	16	2	-
3003:99	Watson	122	8	17	2	-
3003:100	Watson	122	8	18	2	-
3003:101	Watson	122	8	19	2	-

3003:102	Watson	122	8	20	2	-
3003:82	Watson	122	8	CP	2	87
3003:104	Watson	122	9	1	1	-
3003:105	Watson	122	9	2	1	-
3003:106	Watson	122	9	3	1	-
3003:107	Watson	122	9	4	1	-
3003:108	Watson	122	9	5	1	-
3003:109	Watson	122	9	6	1	-
3003:110	Watson	122	9	7	1	-
3003:111	Watson	122	9	8	1	-
3003:112	Watson	122	9	9	1	-
3003:113	Watson	122	9	10	1	-
3003:114	Watson	122	9	11	1	-
3003:115	Watson	122	9	12	1	-
3003:103	Watson	122	9	CP	1	66
3008:158	Watson	122	10	1	4	-
3008:159	Watson	122	10	2	4	-
3008:160	Watson	122	10	3	4	-
3008:161	Watson	122	10	4	4	-
3008:162	Watson	122	10	5	4	-
3008:163	Watson	122	10	6	4	-
3008:164	Watson	122	10	7	4	-
3008:165	Watson	122	10	8	4	-
3008:166	Watson	122	10	9	4	-
3008:167	Watson	122	10	10	4	-
3008:168	Watson	122	10	11	4	-
3008:169	Watson	122	10	12	4	-
3008:170	Watson	122	10	13	4	-
3008:171	Watson	122	10	14	4	-
3008:157	Watson	122	10	CP	4	74
3003:117	Watson	122	11	1	3	-
3003:118	Watson	122	11	2	3	-

3003:119	Watson	122	11	3	3	-
3003:120	Watson	122	11	4	3	-
3003:121	Watson	122	11	5	3	-
3003:122	Watson	122	11	6	3	-
3003:123	Watson	122	11	7	3	-
3003:124	Watson	122	11	8	3	-
3003:116	Watson	122	11	CP	3	52
Lot Entitlement Total						1,000

DETAILS OF PARCELS PROPOSED AS COMMON PROPERTY				
Volume & Folio	District/Division	Section	Block	Lot
2412:39	Watson	122	16	6
3017:101	Watson	122	19	14

CERTIFICATION *Delete the inapplicable

Developer

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Signed By:

Edward Campbell
Australian Legal Practitioner

for: MinterEllison

on behalf of the Developer

EXECUTION BY ACT PLANNING AND LAND AUTHORITY

CERTIFICATION

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Signed By:

Aaron Oshyer

Delegate of Authority
Position Number:

15382

Witnessed By (signature):

Lyn Tankey

Full name of Witness:

for: ACT Planning and Land Authority

REGISTRAR-GENERAL REGISTRATION

The attached lot entitlement schedule for Community Title Scheme No .36..... was registered

Dated 20th this day of June 2023

David Pryce
Registrar-General



Signature of Registrar-General



**COMMUNITY TITLE SCHEME
LOT ENTITLEMENT
SCHEDULE**

Form 062 - CTSE

Land Titles Act 1925

TITLE AND LAND DETAILS BEING PROPOSED AS COMMON PROPERTY						
Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2412:43	Watson	122	15	-	14	-
2412:39	Watson	122	16	-	6	-

TITLE AND LAND DETAILS NOT BEING PROPOSED AS COMMON PROPERTY						
Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2412:43	Watson	122	1-6, 12, 13 & 14	-	7-13	632
2412:34	Watson	122	7	-	5	89
3003:83	Watson	122	8	1	2	-
3003:84	Watson	122	8	2	2	-
3003:85	Watson	122	8	3	2	-
3003:86	Watson	122	8	4	2	-
3003:87	Watson	122	8	5	2	-
3003:88	Watson	122	8	6	2	-
3003:89	Watson	122	8	7	2	-
3003:90	Watson	122	8	8	2	-
3003:91	Watson	122	8	9	2	-
3003:92	Watson	122	8	10	2	-
3003:93	Watson	122	8	11	2	-
3003:94	Watson	122	8	12	2	-
3003:95	Watson	122	8	13	2	-
3003:96	Watson	122	8	14	2	-
3003:97	Watson	122	8	15	2	-

3003:98	Watson	122	8	16	2	-
3003:99	Watson	122	8	17	2	-
3003:100	Watson	122	8	18	2	-
3003:101	Watson	122	8	19	2	-
3003:102	Watson	122	8	20	2	-
3003:82	Watson	122	8	CP	2	87
3003:104	Watson	122	9	1	1	-
3003:105	Watson	122	9	2	1	-
3003:106	Watson	122	9	3	1	-
3003:107	Watson	122	9	4	1	-
3003:108	Watson	122	9	5	1	-
3003:109	Watson	122	9	6	1	-
3003:110	Watson	122	9	7	1	-
3003:111	Watson	122	9	8	1	-
3003:112	Watson	122	9	9	1	-
3003:113	Watson	122	9	10	1	-
3003:114	Watson	122	9	11	1	-
3003:115	Watson	122	9	12	1	-
3003:103	Watson	122	9	CP	1	66
3008:158	Watson	122	10	1	4	-
3008:159	Watson	122	10	2	4	-
3008:160	Watson	122	10	3	4	-
3008:161	Watson	122	10	4	4	-
3008:162	Watson	122	10	5	4	-
3008:163	Watson	122	10	6	4	-
3008:164	Watson	122	10	7	4	-
3008:165	Watson	122	10	8	4	-
3008:166	Watson	122	10	9	4	-
3008:167	Watson	122	10	10	4	-
3008:168	Watson	122	10	11	4	-
3008:169	Watson	122	10	12	4	-
3008:170	Watson	122	10	13	4	-

3008:171	Watson	122	10	14	4	-
3008:167	Watson	122	10	CP	4	74
3003:117	Watson	122	11	1	3	-
3003:118	Watson	122	11	2	3	-
3003:119	Watson	122	11	3	3	-
3003:120	Watson	122	11	4	3	-
3003:121	Watson	122	11	5	3	-
3003:122	Watson	122	11	6	3	-
3003:123	Watson	122	11	7	3	-
3003:124	Watson	122	11	8	3	-
3003:116	Watson	122	11	CP	3	52
Lot Entitlement Total						1,000

CERTIFICATION *Delete the Inapplicable

Developer

- *The Certifier has taken reasonable steps to verify the identity of the Applicant or his, her or its administrator or attorney.
- *The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- *The Certifier has retained the evidence to support this Registry Instrument or Document.
- *The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

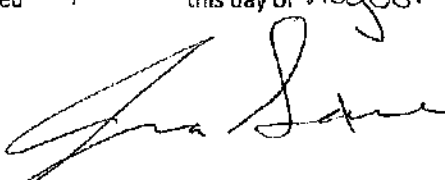


Signed By:



Edward Campbell
Solicitor

for: MinterEllison

on behalf of the Developer

PLANNING AND LAND AUTHORITY APPROVAL	REGISTRAR-GENERAL REGISTRATION
<p>The attached lot entitlement schedule was approved for registration</p> <p>Dated 4th this day of August 2021</p>  <p>IRMA SARE</p> <p>Full Name and Signature of the delegate of the ACT Planning and Land Authority.</p>	<p>The attached lot entitlement schedule for Community Title Scheme No 36 was registered</p> <p>Dated 12 this day of August 2021</p>   <p>David Pryce Registrar-General</p> <p>Signature of Registrar-General</p>



LOT ENTITLEMENT SCHEDULE FOR A PROGRESSIVE DEVELOPMENT WITHIN A COMMUNITY TITLE SCHEME

Land Titles Act 1925

099 - CTLP

DETAILS OF PARCELS NOT BEING PROPOSED AS COMMON PROPERTY

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
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TITLE AND LAND DETAILS NOT BEING PROPOSED AS COMMON PROPERTY

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2412:43	Watson	122	1-6, 12, 13 & 14	-	7-13	632
3014:195	Watson	122	7	1	5	-
3014:196	Watson	122	7	2	5	-
3014:197	Watson	122	7	3	5	-
3014:198	Watson	122	7	4	5	-
3014:199	Watson	122	7	5	5	-
3014:200	Watson	122	7	6	5	-
3014:201	Watson	122	7	7	5	-
3014:202	Watson	122	7	8	5	-
3014:203	Watson	122	7	9	5	-
3014:204	Watson	122	7	10	5	-
3014:205	Watson	122	7	11	5	-
3014:206	Watson	122	7	12	5	-
3014:207	Watson	122	7	13	5	-
3014:208	Watson	122	7	14	5	-
3014:209	Watson	122	7	15	5	-
3014:210	Watson	122	7	16	5	-
3014:211	Watson	122	7	17	5	-
3014:212	Watson	122	7	18	5	-
3014:213	Watson	122	7	19	5	-

3014:214	Watson	122	7	20	5	-
3014:215	Watson	122	7	21	5	-
3014:216	Watson	122	7	22	5	-
3014:217	Watson	122	7	23	5	-
3014:218	Watson	122	7	24	5	-
3014:219	Watson	122	7	25	5	-
3014:220	Watson	122	7	26	5	-
3014:221	Watson	122	7	27	5	-
3014:222	Watson	122	7	28	5	-
3014:223	Watson	122	7	29	5	-
3014:224	Watson	122	7	30	5	-
3014:225	Watson	122	7	31	5	-
3014:226	Watson	122	7	32	5	-
3014:227	Watson	122	7	33	5	-
3014:228	Watson	122	7	34	5	-
3014:229	Watson	122	7	35	5	-
3014:230	Watson	122	7	36	5	-
3014:231	Watson	122	7	37	5	-
3014:232	Watson	122	7	38	5	-
3014:233	Watson	122	7	39	5	-
3014:234	Watson	122	7	40	5	-
3014:235	Watson	122	7	41	5	-
3014:236	Watson	122	7	42	5	-
3014:194	Watson	122	7	CP	5	89
3003:83	Watson	122	8	1	2	-
3003:84	Watson	122	8	2	2	-
3003:85	Watson	122	8	3	2	-
3003:86	Watson	122	8	4	2	-
3003:87	Watson	122	8	5	2	-
3003:88	Watson	122	8	6	2	-
3003:89	Watson	122	8	7	2	-
3003:90	Watson	122	8	8	2	-

3003:91	Watson	122	8	9	2	-
3003:92	Watson	122	8	10	2	-
3003:93	Watson	122	8	11	2	-
3003:94	Watson	122	8	12	2	-
3003:95	Watson	122	8	13	2	-
3003:96	Watson	122	8	14	2	-
3003:97	Watson	122	8	15	2	-
3003:98	Watson	122	8	16	2	-
3003:99	Watson	122	8	17	2	-
3003:100	Watson	122	8	18	2	-
3003:101	Watson	122	8	19	2	-
3003:102	Watson	122	8	20	2	-
3003:82	Watson	122	8	CP	2	87
3003:104	Watson	122	9	1	1	-
3003:105	Watson	122	9	2	1	-
3003:106	Watson	122	9	3	1	-
3003:107	Watson	122	9	4	1	-
3003:108	Watson	122	9	5	1	-
3003:109	Watson	122	9	6	1	-
3003:110	Watson	122	9	7	1	-
3003:111	Watson	122	9	8	1	-
3003:112	Watson	122	9	9	1	-
3003:113	Watson	122	9	10	1	-
3003:114	Watson	122	9	11	1	-
3003:115	Watson	122	9	12	1	-
3003:103	Watson	122	9	CP	1	66
3008:158	Watson	122	10	1	4	-
3008:159	Watson	122	10	2	4	-
3008:160	Watson	122	10	3	4	-
3008:161	Watson	122	10	4	4	-
3008:162	Watson	122	10	5	4	-
3008:163	Watson	122	10	6	4	-

3008:164	Watson	122	10	7	4	-
3008:165	Watson	122	10	8	4	-
3008:166	Watson	122	10	9	4	-
3008:167	Watson	122	10	10	4	-
3008:168	Watson	122	10	11	4	-
3008:169	Watson	122	10	12	4	-
3008:170	Watson	122	10	13	4	-
3008:171	Watson	122	10	14	4	-
3008:157	Watson	122	10	CP	4	74
3003:117	Watson	122	11	1	3	-
3003:118	Watson	122	11	2	3	-
3003:119	Watson	122	11	3	3	-
3003:120	Watson	122	11	4	3	-
3003:121	Watson	122	11	5	3	-
3003:122	Watson	122	11	6	3	-
3003:123	Watson	122	11	7	3	-
3003:124	Watson	122	11	8	3	-
3003:116	Watson	122	11	CP	3	52
Lot Entitlement Total						1,000

DETAILS OF PARCELS PROPOSED AS COMMON PROPERTY

Volume & Folio	District/Division	Section	Block	Lot
2412:43	Watson	122	15	14
2412:39	Watson	122	16	6

CERTIFICATION *Delete the inapplicable

Developer

- *The Certifier has taken reasonable steps to verify the identity of the Lessee or his, her or its administrator or attorney.
- *The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- *The Certifier has retained the evidence to support this Registry Instrument or Document.
- *The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Signed By:

Edward Campbell
Legal Practitioner

for: MinterEllison

on behalf of the Developer

EXECUTION BY ACT PLANNING AND LAND AUTHORITY

CERTIFICATION

- *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:

Delegate of Authority Aaron Oshyer
Position Number: 53768

for: ACT Planning and Land Authority

Mark Towart
Witnessed By (signature):

Mark Towart
Full name of Witness:

REGISTRAR-GENERAL REGISTRATION

The attached lot entitlement schedule for Community Title Scheme No .36..... was registered

Dated 21st this day of September 20 22

David Pryce
Registrar-General

Signature of Registrar-General



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1. Introduction and background

1.1 Management Statement

- (a) The Developer is responsible for a staged mixed-use development on the Scheme Land as described in the Master Plan. The development of the Scheme Land involves:
 - (i) the establishment of the Scheme by subdividing the Scheme Land into separate Lots; and
 - (ii) subdivision of the Lots by registering a units plan on each residential Lot in accordance with the Unit Titles Act.
- (b) This Management Statement forms part of the Scheme. Its purpose is to provide a framework for the Body Corporate to manage the Scheme and to regulate the use, control, management and maintenance of the Common Property.
- (c) This Management Statement has effect as an agreement under seal binding:
 - (i) the Body Corporate of the Scheme formed in accordance with Part 8 of the Community Title Act upon registration of the Scheme;
 - (ii) any Owners Corporations formed in accordance with Part 2 of the Unit Titles Act as the owner of the common property in a Units Plan registered on the title of a block of land forming a Lot in the Scheme; and
 - (iii) any Occupier, Occupier or Member.

1.2 Compliance

The Community Title Act requires the Body Corporate, the Management Committee, all Owners, Occupiers and Members (including Owners Corporations) to comply with this Management Statement.

1.3 Definitions

In this Management Statement, these terms (in any form) mean:

Access Zone means any part of the Scheme Land designated as an access zone by the Developer from time to time.

Administrative Fund means the fund established by the Body Corporate to meet its recurrent and capital expenditure.

Body Corporate means the corporation established upon registration of the Scheme under section 30 of the Community Title Act.

Business Day means a day on which banks in the Australian Capital Territory are open for business but does not include a Saturday, Sunday or public holiday.

By-laws means the by-laws of the Body Corporate made in accordance with Division 8.5 of the Community Title Act, as registered at the time of registration of the Scheme and as amended under and in accordance with the Community Title Act.

Common Property means the common property of the Scheme constituted upon registration of the Scheme and described in the Master Plan.

Community Facilities means the facilities in the Scheme located on the Common Property and intended for common access and use by Members and Occupiers of the Lots including roads, pedestrian walkways, landscaping, parklands, outdoor cooking areas, gardens, any urban forecourt, playground equipment and artwork (if any).

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

Construction Zone means any part of the Scheme Land designated as a construction zone by the Developer from time to time prior to completion of the Development Activities.

Defaulting Member means a Member who fails to pay a contribution or an additional contribution imposed by the Body Corporate or the By-laws or the Community Title Act.

Designated Matters means:

- (a) matters relating to the performance of the Development Activities;
- (b) issues arising out of the management of the Scheme; and
- (c) matters relating to the application, variation or amendment of the Scheme, this Management Statement and the By-laws or rules of the Body Corporate.

Developer means CBR Developments 2 (Watson) Pty Ltd ACN 624 361 057.

Development Activities means the development of the Scheme Land in accordance with the Development Approval and the Stage 2 Development Application, including:

- (a) any form of demolition work, excavation work, earthworks, landscaping work or related activities on the Scheme Land;
- (b) any form of building work or work ancillary to or associated with building work on the Scheme Land including the installation, augmentation, connection and temporary disconnection of Services;
- (c) restricting access to part of the Common Property by Owners and Occupiers for safety purposes as a result of construction activities and use of parts of the Common Property for storing construction materials and vehicles;
- (d) reasonable access over the Common Property for carrying out the development works;
- (e) the installation, augmentation, connection and temporary disconnection of Services and Community Facilities;
- (f) changing the location or details of Services and Community Facilities;
- (g) the subdivision or dedication of the Scheme Land including the preparation and registration of the Scheme, the Master Plan, the By-laws and Units Plans;
- (h) placing in Scheme Land anything in connection with building, construction and development works including temporary signs, structures, building materials, fences, cranes and other equipment; and
- (i) other activities specified in clause 3.

Development Application means DA201630707 and any amendment to that application or supplementary application whether before or after the date of the Scheme is established, including DA201630707A(S141), DA201630707B(S141), DA201630707C(S141) and DA201630707(S197).

Development Approval means any notice of decision by the Planning and Land Authority in respect of the Scheme Land including the notices of decision for the Development Application and any Stage 2 Development Application (including amendments to such notices of decision).

Insurances means each and every policy of insurance required to be effected by or on behalf of the Body Corporate or as delegated to the Management Committee under and in accordance with the provisions of the Community Title Act and the Management Statement, including public liability insurance and building insurance and any other insurance the Management Committee determines to effect in accordance with the Management Statement or under Law.

Land Owner means the Crown lessee of the Scheme Land as at the date the Developer lodges an application with the Planning and Land Authority to register the Scheme.

Law includes all statutes, regulations, by-laws, ordinances, circulars issued by any Governmental Agency with the force of law and other delegated legislation and any rule of common law or equity and any statutory guidelines and environmental planning instruments from time to time.

Lot means a parcel of land identified as a lot in the Scheme.

Lot Entitlement Schedule means lot entitlement schedule in accordance with section 7(h) of the Community Title Act, and generally represents the proportionate ownership percentage of the entire Scheme.

Management Committee means the committee of management as appointed under the Community Title Act to represent and assist the Body Corporate with the management, control and administration of the Scheme.

Management Statement means this management statement prepared in accordance with section 7 of the Community Title Act.

Manager means a manager engaged by the Body Corporate in accordance with clause 14 of this Management Statement.

Master Plan means the master plan to be registered with the Scheme and as defined under the Community Title Act, which is set out at Attachment 3.

Member means an Owner including, as applicable, the Owners Corporations for each of Lots 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12 and 13 as formed upon registration of a Units Plan and including owners of any further lots (or the Owners Corporation is so formed upon the registration of a Units Plan) is created on registration of any plan of subdivision over the Scheme, and are the members of the Body Corporate as defined in the Community Title Act. Representatives of the Developer may also be Members in accordance with clause 11.2(b).

Occupier means each person who is an owner, tenant, occupier, mortgagee in possession or who has the right to occupy or control a Lot or Unit.

Ordinary Resolution means a resolution of the Body Corporate passed by at least one half of those present and entitled to vote at the meeting.

Owner means the person who owns from time to time.

Owners Corporation means the corporation established under section 8 of the *Unit Titles (Management) Act 2011*.

Planning Act means the *Planning and Development Act 2007 (ACT)*.

Scheme has the meaning that community title scheme has under section 5 of the Community Title Act and includes any documents that comprise the community title scheme.

Scheme Land means Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16, Section 122 in the Division of Watson.

Service means water, sewerage, electricity, gas and telecommunication services.

Stage 2 Development Application means any development application(s) under the Planning Act for the development of that part of the Scheme Land on which the second stage of the Development Activities is undertaken, as set out in the Master Plan.

Unanimous Resolution a resolution of the Body Corporate for which no votes were cast in the negative by those present and entitled to vote at the meeting.

Unit means a unit as defined in section 9 of the Unit Titles Act and generally in accordance with the unit plan or a parcel designated on a unit title application, and registered as part of a Units Plan.

Units Plan means a units plan registered on a Lot within the Scheme in accordance with the Unit Titles Act.

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

1.4 Interpretation of Management Statement

In this Management Statement unless the contrary intention appears:

- (a) a reference to '\$' is to Australian currency;
- (b) words expressed in the singular include the plural and vice versa;

- (c) words expressed in one gender include the other genders, as is appropriate in the context;
- (d) a reference to a 'person' includes a corporation;
- (e) a reference to a party includes that party's heirs, successors and permitted assigns;
- (f) headings to clauses are included for the sake of convenience only and do not affect the interpretation of the clauses to which they relate; and
- (g) references to any statute or statutory provision include that statute or statutory provision as amended, extended, consolidated or replaced by subsequent legislation and any orders, regulations, instruments or other subordinate legislation made under the relevant statute.
- (h) Alphabetic references used in contracts for the sale of Units in the Scheme Land are references to the corresponding Blocks in DP 11671 in the table below:

Contract reference Block #	Block # in Section 122 Watson	Stage # in Scheme	Scheme Land Lot #
A	1	2	12
B	2	2	10 (part)
C	3	2	13
D	4	2	9 (part)
E	5	2	8
F	6	2	7
G	7	1	5
H	8	1	8
J	9	1	1
K	10	1	4
L	11	1	3
M	12	2	11
- (Lot 10 waste enclosure)	13	2	10 (part)
- (Lot 9 waste enclosure)	14	2	9 (part)
O (Common Property Lot added to the Scheme as part of Stage 1)	16	1	6
O (Common Property Lot added to the Scheme as part of Stage 2)	15	2	14

2. Name and address of the Developer

The Community Title Act provides that the developer of a community title scheme is the person by or on whose behalf the scheme is, or is proposed to be, lodged for registration. The details of the developer of the Scheme, for the purpose of the Community Title Act are as follows:

Name of Developer: CBR Developments 2 (Watson) Pty Ltd ACN 624 361 057

Address of Developer: C/- SPA Accounting, Level 6, 6 National Circuit Barton ACT 2600

Contact Person: Jonathan Tanchevski/Adam Howarth

The Developer is responsible for procuring the Land Owner's consent to the application for approval of the Scheme.

3. Description of the stages and sequencing of stages

3.1 Staged development

- (a) The development of the Scheme is a progressive development to be carried out in stages.
- (b) Details of the stages of the development of the Scheme are set out in the Master Plan and described below.

3.2 Stage 1 Development Activities

The Development Activities for Stage 1 of the development of the Scheme include but are not limited to:

- (a) the demolition of any existing structures on Lots 1 to 6 (**Stage 1 Lots**);
- (b) carrying out the development of Lots 1 to 6 in accordance with the Development Approval; and
- (c) construction of Community Facilities including roads and access points and landscaping on Lot 6.

3.3 Stage 2 Development Activities

The Development Activities for Stage 2 of the development of the Scheme include but are not limited to:

- (a) the addition of Lots 7 to 14 (**Stage 2 Lots**) to the Scheme;
- (b) the demolition of any existing structures on the Stage 2 Lots;
- (c) carrying out the development of Lots 7 to 13 in accordance with the Development Approval; and
- (d) construction of Community Facilities including roads and access points, waste management facilities and landscaping on Lot 14.

3.4 Completing stages

- (a) The stages may not be completed in sequential order and the Development Activities may overlap.
- (b) The Developer, or any third party engaged by the Developer, may do all things reasonably necessary to complete the staged development of the Scheme and carry out the Development Activities from the date of this Management Statement, including, without limitation, by:
 - (i) carrying out construction considered necessary by the Developer or the Land Owner to establish utility infrastructure and Services;
 - (ii) connecting to, relocating or otherwise altering existing utility infrastructure;

- (iii) interrupting Services for short periods of time;
- (iv) restricting access to parts of the Common Property for safety purposes as a result of construction activities;
- (v) using parts of the Common Property for storing construction materials and vehicles;
- (vi) accessing the Common Property for carrying out the Development Activities;
- (vii) carrying out excavation and general construction earthworks and related activities;
- (viii) constructing improvements generally;
- (ix) constructing Common Property; and
- (x) preparing and registering amendments to the Scheme generally in accordance with the Master Plan and this Management Statement as amended from time to time.

3.5 No objection to stages

The Members must not to object to the Developer carrying out the Development Activities or any aspect of the Development Approval as they relate to the completion of the Scheme in stages.

4. Plan of Construction Zones and Access Zones

A plan of the anticipated Constructions Zones and Access Zones for each stage of the development of the Scheme is set out in Attachment 3.

4.1 Construction Zones and Access Zones

- (a) During the development of the Scheme the Developer may restrict or prohibit access to parts of the Common Property designated by the Developer as Construction Zones in order to provide safety and amenity to Owners and Occupiers.
- (b) If the Developer designates a Construction Zone, the Developer must designate parts of the Common Property as Access Zones to enable Owners and Occupiers to travel through the Common Property safely outside the Construction Zones.
- (c) The Developer must ensure the Development Activities carried out in the Construction Zones are carried out in accordance with the Development Approval and any relevant Law.
- (d) Owners and Occupiers must not enter a Construction Zone.

4.2 Traffic management plan

- (a) During the development of the Scheme the Developer may prepare and adopt a pedestrian and/or vehicular traffic management plan concerning the use of the Common Property (**Traffic Management Plan**).
- (b) A Traffic Management Plan may impose rules about the use of Common Property or the Community Facilities and may include information relating to:
 - (i) access to, or use of, Common Property (including any restriction, reduction, prohibition or alteration of such access or use);
 - (ii) safety measures such as the imposition of speed limits in the Common Property;
 - (iii) fire hazards to persons and property;
 - (iv) personal or vehicular accidents;

- (v) transporting, loading and unloading of goods, furniture, equipment and construction materials within the Common Property; and
 - (vi) cleaning of oil and grease marks.
- (c) Each Member must:
- (i) display any Traffic Management Plan provided by the Developer in a prominent position on the Lot owned by the Member;
 - (ii) observe the Traffic Management Plan; and
 - (iii) ensure that any Occupier of a Lot observes the Traffic Management Plan.

4.3 Arrangements during the development of the Scheme

During the development of the Scheme, the Developer may without the prior consent of the Management Committee restrict access to part of the Common Property in accordance with clauses 4.1 and 4.2 of this Management Statement provided the restriction of access does not prevent Occupiers of a Lot from accessing the Lot.

5. Scheduling of staged development of Scheme

(a) The anticipated program for the development of the Scheme is as follows.

Stage in development of Scheme Land	Times for starting and finishing stages in development of Scheme Land
1	Stage 1 has started as at the date of this Management Statement and is expected to be finished by 30 June 2022. The development of Lots 1 to 3 has finished as at the date of this Management Statement. The development of the Common Facilities in Lot 6 immediately adjacent to Lots 1 to 3 (being access roads) has finished as at the date of this Management Statement.
2	Stage 2 is proposed to start on 1 July 2020 and finish on 30 June 2024.

(b) The dates referred to in clause 5(a) above are indicative only and are subject to change.

6. Schedule of the hours when work may be carried out on the development of the Scheme

The Developer may carry out work on the Scheme Land for the development of the Scheme on Monday to Saturday (inclusive), between the hours of 7:00 am to 8:00 pm, unless that schedule of hours is not permitted by the *Environmental Protection Regulation 2005*.

7. Easements

7.1 Statutory easements

All Lots in the Scheme have the benefit of the following statutory easements under Part 10 of the Community Title Act:

- (a) easements for support – section 70;
- (b) easements for utility services – section 71 (which includes easements for relevant utility services such as sewerage, water, electricity, gas and telecommunications);

- (c) easements for shelter – section 72;
- (d) easements for projections – section 73; and
- (e) easements for maintenance of building close to boundary – section 74.

7.2 Easements for access

Easements for access are shown on the deposited plan for the Scheme Land (DP 11671) and in the Easement Plan in the Master Plan for the Scheme. The Developer may vary the location of the easements for access shown in the Easement Plan.

7.3 Location of Services and meters

The Developer may install Services infrastructure, including metering infrastructure relating to the Services provided to one or more residential Lot, on the Common Property.

8. Description of the amenities to be provided as part of the Scheme development

8.1 Community Facilities generally

- (a) The Development Application provides details of:
 - (i) the Common Property and the Community Facilities;
 - (ii) the purposes for which the Community Facilities are to be provided; and
 - (iii) the extent to which the Community Facilities will be available for use by Members.
- (b) Arrangements for providing and maintaining the Community Facilities and defraying the cost of their provision and maintenance are set out in the draft budget of the Scheme at Attachment 1.
- (c) The Body Corporate may make alternate arrangements for the maintenance, repair or replacement of the Community Facilities.

8.2 Waste areas

- (a) **Common Property waste areas** – Waste areas (including recycling waste and Common Property refuse area) are located in various areas within the Scheme. The details of access to the shared waste facility areas for Owners and Occupiers are determined by the By-laws or other rules as made by the Body Corporate or Management Committee and the Owner's Corporation rules for the relevant Owners Corporation.
- (b) **Purpose** – The purpose of the waste areas is to provide facilities for Owners and Occupiers to dispose, store and remove waste.
- (c) **Availability** – The availability of the waste areas will be determined by the By-laws or other rules as made by the Body Corporate or Management Committee.
- (d) **Control** – The Body Corporate has the overall responsibility for ensuring the waste areas have garbage materials that are properly stored and removed within the Scheme, and each Occupier has obligations in relation to the storage and disposal of waste from within the Scheme that are set out in the By-laws.

9. Lot Entitlement Schedule

A Lot Entitlement Schedule is set out at Attachment 4 which includes:

- (a) the lot entitlement for each Lot; and
- (b) the total of the entitlements of all Lots that are not Common Property.

10. Body corporate to be established on registration of the Scheme

The Owners Corporation will be established on registration of the Scheme in accordance with section 30 of the Community Title Act. As at the date of this Management Statement, the establishment of an additional body corporate for the Scheme is not envisaged.

11. Membership of the Body Corporate

11.1 Owners

All Owners are Members of the Body Corporate.

11.2 Developer

- (a) The Developer may from time to time be, or remain, an Owner within the Scheme. While the Developer is an Owner, it will also be a member of the Body Corporate.
- (b) If the Developer is not an Owner, a representative or representatives of the Developer may be a Member of the Body Corporate for the first 2 years following registration of the Scheme.

11.3 Amendments, authorisation and approval

- (a) The Developer may require the Body Corporate to amend:
 - (i) the Scheme;
 - (ii) this Management Statement;
 - (iii) the Lot Entitlement Schedule;
 - (iv) the By-laws; or
 - (v) any other constituent documents of the Scheme,if required to implement or give effect to or which would otherwise beneficially affect any of the Designated Matters or which is of assistance to the Developer in the exercise of rights in relation to the Designated Matters.
- (b) If an amendment referred to in clause 11.3(a) is required by the Developer, each Member must, as applicable:
 - (i) not object to the application for authorisation to amend the Scheme;
 - (ii) agree to and give its consent to amendment of the Scheme, or if required by the Registrar General, agree to and give its consent to lodgement of a new or replacement Master Plan;
 - (iii) agree to and give its consent to amendment of:
 - (A) this Management Statement;
 - (B) the Lot Entitlement Schedule; or
 - (C) the By-laws,or if required by the Registrar General, agree to and give its consent to lodgement of a new or replacement Management Statement;
 - (iv) do all things necessary to ensure that the Land Owner, the Developer or the Body Corporate can lodge any relevant documents, including material related to the authorisation to amend the Scheme and this Management Statement for registration, including promptly signing all documents required to give effect to registration and producing all certificates of title (if required); and
 - (v) not to seek redress for any amendments referred to in this clause 11.3(b).

- (c) Except to the extent prohibited by Law, each Member must vote:
 - (i) in favour of any motion for a resolution of the Body Corporate to implement or give effect to, or which would otherwise beneficially affect, any of the Designated Matters or which is of assistance to the Developer in the exercise of rights in relation to the Designated Matters; and
 - (ii) against any motion for a resolution of the Body Corporate that, if passed, would delay, hinder or prevent the implementation of or giving effect to or which would otherwise detrimentally affect the Designated Matters or which is not of assistance to the Developer in the exercise of rights in relation to the Designated Matters.

12. Management Committee

12.1 Appointment and election of the Management Committee

The Body Corporate may by Ordinary Resolution at an annual general meeting:

- (a) appoint or remove the officers of the Management Committee;
- (b) appoint the Manager (if any) to be the secretary and/or treasurer of the Management Committee;
- (c) change the membership of the Management Committee; or
- (d) overrule a decision of the Management Committee (if it has not been acted on).

12.2 Composition of the Management Committee

- (a) The Management Committee must consist of a representative of at least 2 Members of the Body Corporate.
- (b) A representative or representatives of the Developer or the Land Owner may nominate itself as an officer or Management Committee member during the first 2 years of the operation of the Scheme.

12.3 Role of the Management Committee

The role of the Management Committee is to:

- (a) conduct the business of the Scheme in accordance with the Community Title Act, including giving effect to the resolutions of the Body Corporate;
- (b) levy contributions and administer business transactions, finance and spending in accordance with the Body Corporate resolutions;
- (c) effect Insurances;
- (d) operate, maintain, renew, repair, renovate and replace the Common Property and Community Facilities;
- (e) determine, levy and recover contributions to any administrative and sinking funds and make payments from those funds;
- (f) comply with this Management Statement, the By-laws, the Community Title Act, the Community Title Regulations and the Planning Act (as applicable);
- (g) change, amend, add to or extend the Scheme, the Management Statement, the By-laws and the exclusive use by-laws, as necessary, or as required by relevant Laws;
- (h) monitor the performance of and supervise any contractor or agent, including any Manager and any building manager engaged by the Management Committee;
- (i) monitor the performance by Members, Owners and Occupiers of their obligations under the Management Statement and any easements;

- (j) make rules about use of the Common Property, including any Community Facilities;
- (k) control consider any submission to the Management Committee by an Owner in accordance with Community Title Act; and
- (l) convene and hold meetings in accordance with the Community Title Act.

12.4 Power of the Management Committee

- (a) Subject to clause 12.4(b), the Management Committee may, if authorised by a Unanimous Resolution of the Body Corporate at a general meeting, exercise any powers of the Body Corporate.
- (b) The Management Committee cannot have powers that may only be exercised by the Body Corporate through a Unanimous Resolution.

12.5 Authorised functions

The Management Committee may be authorised to do the following in fulfilling the role outlined in clause 12.3:

- (a) appoint, and contract with person/s to provide operational, maintenance, renewal, replacement and repair services in respect of the Common Property and Community Facilities;
- (b) appoint, and contract with person/s to advise and assist the Management Committee in the administration and performance of functions under the Management Statement and the By-laws including appointing and contracting with consultants and experts or security personnel;
- (c) appoint and delegate any of its powers, authorities and duties or functions to a Manager;
- (d) appoint a sub-committee of Members to investigate and report on any of the Management Committee's powers, authorities, duties or functions set out in this Management Statement or in the Community Title Act or the By-laws and in so doing must clearly define the power, authority, duty or function which must be investigated and reported according to the Management Committee's directions; and
- (e) appoint a treasurer, chairperson and a secretary as officeholders of the Management Committee.

13. Management Committee officers

13.1 Officers of the Management Committee

The officers of the Management Committee are the secretary, treasurer, and chairperson.

13.2 Functions of the secretary

The functions of the secretary (who may be the Manager) of the Management Committee are to:

- (a) convene meetings and prepare notices and agendas for those meetings;
- (b) each year include a motion in the annual general meeting notice for the Body Corporate to decide if it should confirm or change its Insurances;
- (c) answer communications directed to the Management Committee;
- (d) perform secretarial functions for the Management Committee;
- (e) distribute minutes of meetings of the Management Committee; and
- (f) keep the Management Committee's records.

13.3 Functions of the treasurer

The functions of the treasurer (who may be the Manager) of the Management Committee are to:

- (a) oversee the general financial solvency of the Body Corporate;
- (b) prepare and send notices of contributions to Owners;
- (c) collect contributions from Owners in accordance with the levies determined by the Body Corporate and in accordance with the Community Title Act;
- (d) receive, acknowledge, bank and account for the contributions, levies, and other money paid to the Body Corporate;
- (e) prepare certificates about contributions, insurances, outgoings, and any other matters required under the Community Title Act; and
- (f) keep the financial records, accounting records, and financial statements for the Body Corporate and in accordance with the Community Title Act.

13.4 Functions of the chairperson

The function of the chairperson is to preside at the Body Corporate meeting and/or the Management Committee meeting at which they are present.

14. Appointment of a manager

- (a) The Body Corporate has the power to appoint and enter into agreements with a building or strata manager to provide management and operational services for the Scheme.
- (b) The duties of a Manager under an agreement between it and the Body Corporate may include, without limitation:
 - (i) caretaking, supervising and servicing Common Property;
 - (ii) supervising the cleaning, repair, maintenance, renewal or replacement of Common Property;
 - (iii) arranging for the inspection and certification of plant and equipment as required by law;
 - (iv) providing services to the Body Corporate, Owners and Occupiers including, without limitation, the services of a handyperson and cleaning services;
 - (v) performing the role of secretary and treasurer on the Management Committee;
 - (vi) supervising any employees and contractors of the Body Corporate; and
 - (vii) doing anything else that the Body Corporate considers necessary for the operation and management of the Scheme.

15. Statement of the voting rights of the Members

15.1 Voting Rights

- (a) At each meeting of the Body Corporate, each Member (except a Defaulting Member) is entitled to voting rights in accordance with its proportionate Lot entitlement.
- (b) At each meeting of the Management Committee, each member of the Management Committee (other than a Manager (if any)) is entitled to exercise 1 vote.
- (c) A Defaulting Member is not entitled to vote, but can attend and address the meeting of the Body Corporate or the Management Committee.
- (d) If a representative of a Member is appointed (a proxy), then the representative of the Member entitled to vote (not being a Defaulting Member) must exercise a vote at a

meeting in accordance with the direction of the Member who appointed the representative.

- (e) The chairperson does not have a casting vote at meetings of the Body Corporate or Management Committee.
- (f) The chairperson, secretary and treasurer are not entitled to vote at meetings of the Management Committee (unless they are the representative of a Member).
- (g) Any Member may request a poll, and where a poll is required, the Member is entitled to voting rights in accordance with its proportionate Lot entitlement.

16. Meetings

16.1 Meetings under the Community Title Act

Meetings of the Body Corporate and the Management Committee must be convened and conducted in accordance with the Community Title Act, and with consideration to this Management Statement and the By-Laws.

16.2 Frequency of meetings

- (a) The Body Corporate or the Management Committee must convene an annual general meeting within 3 months after the formation of the Scheme.
- (b) The Body Corporate or the Management Committee must convene an annual general meeting within 15 months of the previous annual general meeting.
- (c) A special general meeting of the Body Corporate may be called at any time and must be called if required by not less than 1/3 of the total Members.

17. Notice of the meetings

17.1 Time and content

- (a) The Management Committee must give, at least 14 days before the meeting, each Member written notice of the meeting:
 - (i) stating the date, time and place of the general meeting;
 - (ii) stating the nature of the business to be transacted;
 - (iii) setting out any proposed resolution, if a unanimous resolution is to be put to the general meeting;
 - (iv) together with a written agenda and any relevant motions.
- (b) The notice must be given to each Member by the secretary of the Management Committee (or by the Manager if delegated that function by the Management Committee).
- (c) *In case of an emergency a shorter notice may be given, provided it is in writing with a minimum of 48 hours' notice and in compliance with the Community Title Act.*

17.2 Agenda

The written agenda for the meeting must include details of all business which the Body Corporate or the Management Committee will deal with at the meeting. The Management Committee cannot deal with business that is not on the agenda for the meeting.

17.3 Service

- (a) A notice in connection with the By-laws, the Community Title Act or the Management Statement (**Notice**) must be in writing and service may be administered as follows:
 - (i) by hand delivery by leaving it at the address of the addressee/Member;
 - (ii) by ordinary post to the addressee/Member; or
 - (iii) by email to the email address of the addressee/Member.
- (b) Unless a later time is specified in it, a Notice is deemed to be given:
 - (i) if delivered by hand, at the time of delivery;
 - (ii) if sent by email, at time of delivery on the sender's outgoing mail sever
 - (iii) if sent by post, on the third day after posting.Clause 17.3(b)(ii) does not apply if:
 - (iv) the intended recipient promptly informs the sender that the email content was received in an incomplete or garbled form; or
 - (v) the sender's outgoing mail sever indicates an error or a faulty or incomplete transmission.
- (c) If delivery or receipt is not on a Business Day or if receipt is later than 5:00 pm, local time at the place of delivery, then the Notice is deemed to have been delivered and received on the next Business Day.

18. Minutes of the meeting

18.1 Minutes of the Meeting issued by the Secretary

- (a) The secretary must give a copy of the minutes of the meetings to each member of the Management Committee and each Member within 5 Business Days of the meeting.
- (b) The minutes of the meeting may be given as noted in the service of a Notice under clause 17.3.

19. Keeping of records of the meeting

19.1 The Responsibility of the Management Committee

The Management Committee must:

- (a) keep records and books of account of all the amounts payable and payments made under the By-laws and the Management Statement;
- (b) keep copies of notices given or received, agendas, motions and minutes;
- (c) enter all matters and transactions usually entered in books of account kept by any Manager appointed; and
- (d) retain all records and books of account for a period of 7 years from the date of the last entry (or for any other period as prescribed by the Community Title Act).

19.2 Books and Records to be Available for Inspection

The Management Committee must make available, upon receiving 2 Business Days' notice by a Member, or a person authorised on behalf of the Member, the records and books of account for inspection during normal business hours. The Management Committee must make available, upon 2 Business Days' notice by a Member, or a person authorised on behalf of a Member, the materials the subject of clause 19.1 during normal business hours.

20. Administrative Fund and sinking fund

20.1 Power to levy contributions

The Body Corporate or the Management Committee must:

- (a) levy contributions in respect of the Administrative Fund to meet the requirement under the Community Title Act to have funds and expenditure available for the insurance, maintenance, repair, upkeep, use or operation of the Common Property, including the Services and Community Facilities; and
- (b) levy contributions in respect of the sinking fund as permitted under the Community Title Act; and
- (c) determine and recover the levy contributions on a regular periodic basis, as determined by the Management Committee (ie quarterly or annually).

20.2 Establishing the Administrative Fund and the Sinking Fund

- (a) The Management Committee may establish and maintain accounts for meeting its contributions under the Community Title Act and towards fulfilment of the role outlined in clause 12.3, and the fund may be divided into separate parts, if the Management Committee considers it appropriate, namely:
 - (i) a fund to pay the day to day expenses of operating and maintaining the Common Property and the Community Facilities, the costs of the Insurances, administrative costs, and other recurrent costs which are not capital works; and
 - (ii) a sinking fund for capital works.
- (b) If a sinking fund is established the funds must be used to pay large expenditure items such as the costs of renewal, repair, renovation or replacement of the Common Property, the Services or the Community Facilities.

21. Insurances

21.1 The obligation to effect and maintain Insurances

The Management Committee must effect and maintain the Insurances throughout the operation of the Management Statement and the Scheme and without limitation must:

- (a) effect and maintain public liability insurance for no less than \$20 million for the following events:
 - (i) death, bodily injury or illness of anyone; and
 - (ii) loss of, or damage to, the property for anyone;
- (b) effect and maintain Insurances on the Common Property for the following events:
 - (i) fire, lightning, tempest, earthquake and explosion;
 - (ii) riot, civil commotion, strikes and labour disturbances;
 - (iii) malicious damage;
 - (iv) bursting, leaking and overflowing of boilers, water tanks, water pipes and associated apparatus;
 - (v) impact of aircraft (including parts of, and objects falling from, aircraft) and road vehicles, horses and cattle;
- (c) review the Insurances at least once every 12 months and the secretary must include a motion in the annual general meeting in respect to Insurance as required under clause 13.2(b).

- (d) at least every two years appoint an appropriately qualified expert (with at least 5 years' experience in insurance valuations for buildings of this type) to advise it as to the adequacy and appropriateness of the Insurances;
- (e) allow for insurance premium cost increase which may occur during the period of the Insurances;
- (f) immediately effect new insurance or adjust existing Insurances if there is an increase in or a new risk to the Common Property, Community Facilities or Services;
- (g) ensure that any relevant information known to it and relating to the Insurances is provided to the relevant insurer;
- (h) immediately effect new Insurances or adjust Insurances if there is an increase in risk or new risk to the Body Corporate or Common Property, Community Facilities or Services; and
- (i) ensure the secretary of the Management Committee includes a motion in the annual general meeting notice for the Body Corporate to decide if it should confirm or change its Insurances.

21.2 The cost of Insurances

The Owners agree that the cost of the Insurances is to be included in the contributions towards the Administrative Fund.

21.3 Premium for Insurances

Premiums for the Insurances are to be paid by the Owners in the proportions as set out in Lot Entitlement and as specified under the Community Title Act.

21.4 Obligations of Owners and Occupiers in respect to Insurances

- (a) Owners and Occupiers must not at any time do anything that might:
 - (i) void or prejudice any Insurances; or
 - (ii) increase any Insurances premiums
 except with the consent of the Management Committee.
- (b) If an Owner or Occupier does anything to increase an Insurance premium paid by the Management Committee, the Owner or Occupier must pay the increased amount.
- (c) Each Owner must effect public liability insurance on their own Lot and each owner of a Unit within a Units Plan as registered on a Lot within the Scheme must effect public liability insurance in respect to that Unit.

22. Resolution of disputes between Members and Body Corporate

22.1 Definition

In this clause 22 the term 'Community Party' means the Body Corporate, a Member or a number of Members acting together.

22.2 Members to attempt to resolve

Each Community Party must endeavour in good faith to resolve disputes between Community Parties as set out under this clause 22.

22.3 Notice of Dispute

- (a) A Community Party (**First Party**) may at any time notify another Community Party (**Second Party**) of a dispute by serving a notice in writing upon the Second Party.
- (b) A notice advising of a dispute served under the preceding clause must:

- (i) identify the subject matter of the dispute;
- (ii) state the facts upon which the First Party relies;
- (iii) identify any Laws, by-laws or provisions of this Management Statement relevant to the dispute;
- (iv) attach copies of all correspondence and background information relevant to the dispute in the possession or control of the First Party;
- (v) contain any particulars of:
 - (A) the amount in dispute (if any); and
 - (B) the resolution to the dispute sought by the First Party.
- (c) The First Party must provide a copy of any dispute notice to the Manager no later than 1 Business Day after is served on the Second Party.

22.4 Conciliation or mediation

If the dispute is not resolved within 10 Business Days after receipt of the notice the subject of clause 22.3(a) by the Second Party, then the Community Parties subject to the dispute must meet to attempt to agree on referring the dispute for conciliation or mediation by a conciliator or mediator agreed between the relevant Community Parties.

22.5 Appointment of a conciliator or mediator

If the relevant Community Parties cannot agree on a conciliator or mediator, the Body Corporate must request that the President of the Law Society of the Australian Capital Territory appoint a conciliator or mediator.

22.6 Procedures to be adopted by a conciliator or mediator

- (a) The conciliator or mediator acts as an expert and not as an arbitrator.
- (b) Except as to matters of Law, the conciliator or mediator's decision including any decision to an expense arising from the dispute is final and binding on each Community Party subject to the dispute.
- (c) The appointment must require the conciliator or mediator to make a decision within 20 Business Days of the appointment.
- (d) The conciliator or mediator may appoint consultants as the conciliator or mediator thinks necessary to advise on any aspect of the dispute.
- (e) Each relevant Community Party may make written submissions to the conciliator or mediator about the dispute and costs.
- (f) If a Community Party makes a submission, that Community Party must:
 - (i) submit the submission within 10 Business Days of the appointment of the conciliator or mediator; and
 - (ii) provide the other party with a copy of its submission within 2 Business Days of submission to the conciliator or mediator.
- (g) A Community Party who makes a submission must:
 - (i) co-operate with the conciliator or mediator; and
 - (ii) as required by the conciliator or mediator, promptly provide the conciliator or mediator with information in the possession or control of that Community Party and relevant to the matter to be determined;
 - (iii) clause 22.6(g)(ii) does not apply if the information would be subject to a claim for privilege if the matter were the subject of legal proceedings.
- (h) Each Community Party subject to the dispute agrees that:

- (i) the conciliation or mediation is confidential;
 - (ii) all communications related to the conciliation mediation will be without prejudice; and
 - (iii) they will not seek to join the conciliator or mediator in any legal proceedings relating to the dispute.
- (i) Within 20 Business Days of the conciliator's or mediator's appointment the conciliator or mediator must determine the matters in dispute having regard to the written submissions of the Community Parties, this Management Statement, the By-laws and the conciliator's or mediator's own enquiries.

22.7 Payment of the fees and expenses of a conciliator or mediator

- (a) Within 10 Business Days of appointment of the conciliator or mediator, the conciliator or mediator will supply the Community Parties subject to the dispute with an estimate of fees that will be incurred by the conciliator or mediator.
- (b) Subject to clause 22.8, costs of the conciliation or mediation and any other costs and expenses will be shared equally between the Community Parties subject to the dispute unless otherwise agreed.

22.8 Failure to participate in dispute resolution procedure

If a Community Party subject to the dispute refuses to enter into conciliation or mediation or terminates the conciliation or mediation before the dispute is resolved, that Community Party will be required to pay the costs of the conciliation or mediation.

22.9 Expert determination

22.10 Limited recourse to litigation

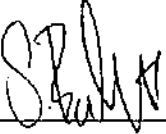
Despite anything else to the contrary contained in this clause 22, a Community Party subject to the dispute may institute court proceedings or apply for an order with ACT Civil and Administrative Tribunal, in accordance with the Community Title Act, with respect to any breach of the By-laws, if such proceedings are necessary:

- (a) to avoid the expiration of any applicable time limitation; or
- (b) to obtain an injunction to prevent immediate harm or loss which could be redressed or compensated adequately after the event.

22.11 Commencement of action

No party is entitled to commence or maintain any action, whether by way of legal proceedings or arbitration, relating to any dispute under this clause until it has been referred and determined as provided in this clause 22.


Signed for and on behalf of the **Planning and Land Authority** by its duly authorised delegate in the presence of



Signature of witness

Simon Baker

Name of witness (print)



Signature of delegate

Irma Sare

Name of delegate (print)

Senior Officer Grade C

Position of delegate (print)

Executed by **CBR Developments 2 (Watson) Pty Ltd** ACN 624 361 057 in accordance with Section 127 of the *Corporations Act 2001*



Signature of director

ADAM LAIRO NOWACKI

Name of director (print)



Signature of director/company secretary

(Please delete as applicable)

JONATHAN JANOWSKI

Name of director/company secretary (print)

Date of this Management Statement:

Attachment 1 Draft budget

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122
Watson

Estimated Budget – Community Title Common Property

Blocks 1-16 Section 122 Watson ACT

The developer's estimate, based on reasonable grounds of the corporation's Administrative Fund budget for 2 years after the units plan is registered.

<i>Administrative Fund</i>	<i>Year 1</i>	<i>Year 2</i>
<i>Waste Removal</i>	\$4,000.00	\$4,200.00
<i>Electricity</i>	\$3,000.00	\$3,500.00
<i>Gardens & Grounds</i>	\$70,000.00	\$73,500.00
<i>Insurance Premium</i>	\$14,000.00	\$14,700.00
<i>Management Fees (All Inclusive)</i>	\$10,000.00	\$10,500.00
<i>Water</i>	\$15,000.00	\$16,000.00
<i>Maintenance General</i>	\$5,000.00	\$6,000.00
<i>Totals</i>	\$121,000.00	\$128,400.00

No Sinking Fund Budget has been allowed for due to the requirement for the Owners Corporation to obtain and approve an initial Sinking Fund Forecast prior to the second Annual General Meeting

Community Title Contribution Schedule - Blocks 1-16 Section 122 Watson ACT

The developer's estimate, based on reasonable grounds of the corporation's Administrative Fund budget for 2 years after the units plan is registered.

<i>Block</i>	<i>Letter</i>	<i>CTS Lot Number</i>	<i>Entitlement</i>	<i>Annual Contribution</i>
1	A	12	119	\$14,399
2	Part B	Part 10	98	\$11,858
3	C	13	122	\$14,762
4	Part D	Part 9	121	\$14,641
5	E	8	33	\$3,993
6	F	7	61	\$7,381
7	G	5	89	\$10,769
8	H	2	87	\$10,527
9	J	1	66	\$7,986
10	K	4	74	\$8,954
11	L	3	52	\$6,292
12	M	11	78	\$9,438
13	Part B	Part 10		
14	Part D	Part 9		
			Total 1000	Total \$121,000

The above contributions represent what will be typical contributions by all Lots in the Community Title Scheme on full completion of the Development. Contributions for Lots 1 to 5 have been set at a pro rata amount for the first 2 years due to the staged development.

NØRREBRO

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Attachment 2 By-laws

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122
Watson



Community Title Scheme – By-laws

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122 Watson

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Agreed terms

1. Definitions

Administrative Fund means the fund established by the Body Corporate to meet its recurrent and capital expenditure.

Body Corporate means the corporation established upon registration of the Scheme under section 30 of the Community Title Act.

Business Day means a day on which banks in the Australian Capital Territory are open for business but does not include a Saturday, Sunday or public holiday.

By-laws means these by-laws of the Body Corporate made in accordance with Division 8.5 of the Community Title Act, including any exclusive use by-laws, and as registered at the time of registration of the Scheme and as amended under and in accordance with the Community Title Act.

Common Property means the common property of the Scheme constituted upon registration of the Scheme and described in the Master Plan.

Community Facilities means the facilities in the Scheme located on the Common Property and intended for common access and use by Members and Occupiers of the Lots including roads, pedestrian walkways, landscaping, parklands, outdoor cooking areas, gardens, the urban forecourt, playground equipment and artwork.

Community Title Act means the *Community Title Act 2001*.

Community Title Regulations means the *Community Title Regulation 2002 (ACT)*.

Defaulting Member means a Member who fails to pay a contribution or an additional contribution imposed by the Body Corporate or the By-laws or the Community Title Act.

Developer means CBR Developments 2 (Watson) Pty Ltd ACN 624 361 057 .

Development Activities means the development of the Scheme Land in accordance with the Development Approval and the Stage 2 Development Application, including:

- (a) any form of demolition work, excavation work, earthworks, landscaping work or related activities on the Scheme Land;
- (b) any form of building work or work ancillary to or associated with building work on the Scheme Land including the installation, augmentation, connection and temporary disconnection of Services;
- (c) restricting access to part of the Common Property by Owners and Occupiers for safety purposes as a result of construction activities and use of parts of the Common Property for storing construction materials and vehicles;
- (d) reasonable access over the Common Property for carrying out the development works;
- (e) the installation, augmentation, connection and temporary disconnection of Services and Community Facilities;
- (f) changing the location or details of Services and Community Facilities;
- (g) the subdivision or dedication of the Scheme Land including the preparation and registration of the Scheme, the Master Plan, the By-laws and Units Plans;
- (h) placing in Scheme Land anything in connection with building, construction and development works including temporary signs, structures, building materials, fences, cranes and other equipment; and
- (i) other activities specified in the Management Statement.

Development Application means DA201630707 and any amendment to that application or supplementary application whether before or after the date of the date the Scheme is established including DA201630707A(S141), DA201630707B(S141), DA201630707C(S141) and DA201630707(S197).

Development Approval means any notice of decision by the Planning and Land Authority in respect of the Scheme Land including the notices of decision for the Development Application and any Stage 2 Development Application (including amendments to such notices of decision).

Easements means the easements burdening or benefiting any lot under the Scheme.

Government Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

Insurances means each and every policy of insurance required to be effected by or on behalf of the Body Corporate or as delegated to the Management Committee under and in accordance with the provisions of the Community Title Act and the Management Statement, including public liability insurance and building insurance and any other insurance the Management Committee determines to effect in accordance with the Management Statement or under Law.

Law includes all statutes, regulations, by-laws, ordinance, circulars issued by any Governmental Agency with the force of law and other delegated legislation and any rule of common law or equity and any statutory guidelines and environmental planning instruments from time to time.

Lot means a parcel of land identified as a lot in the Scheme.

Lot Entitlement Schedule means lot entitlement schedule in accordance with section 7(h) of the Community Title Act, and generally represents the proportionate ownership percentage of the entire Scheme.

Management Committee means the committee of management as appointed under the Community Title Act to represent and assist the Body Corporate with the management, control and administration of the Scheme.

Management Statement means the Community Management Statement registered as part of the Scheme as required by the Community Title Act.

Manager means a manager engaged by the Body Corporate in accordance with clause 13 of the Management Statement.

Master Plan means the master plan to be registered with the Scheme and as defined under the Community Title Act.

Member means an Owner including, as applicable, the Owners Corporations for each of Lots 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12 and 13 as formed upon registration of a Units Plan and including owners of any further lots (or the Owners Corporation is so formed upon the registration of a Units Plan) is created on registration of any plan of subdivision over the Scheme, and are the members of the Body Corporate as defined in the Community Title Act. Representatives of the Developer may also be Members in accordance with clause 11.2(b) of the Management Statement.

Occupier means each person who is an owner, tenant, occupier, mortgagee in possession, or who has the right to occupy or control a Lot or Unit within a Lot.

Ordinary Resolution means a resolution of the Body Corporate passed by at least one half of those present and entitled to vote at the meeting.

Owner means the person who owns from time to time.

Owners Corporation means the corporation established under section 8 of the *Unit Titles (Management) Act 2011*.

Planning Act means the *Planning and Development Act 2007*.

Scheme has the meaning that community title scheme has under section 5 of the Community Title Act and any and all such documents that comprise the community title scheme as defined in the Community Title Act.

Scheme Land means Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16, Section 122 in the Division of Watson.

Service means water, sewerage, electricity, gas and telecommunication services.

Special Resolution means a resolution of the Body Corporate for which 75% votes were cast in the affirmative by those present and entitled to vote at the meeting.

Stage 2 Development Application means any development application(s) under the Planning Act for the development of that part of the Scheme Land on which the second stage of the Development Activities is undertaken, as set out in the Master Plan.

Unanimous Resolution a resolution of the Body Corporate for which no votes were cast in the negative by those present and entitled to vote at the meeting.

Unit means a unit as defined in section 9 of the Unit Titles Act and generally in accordance with the unit plan or a parcel designated on a unit title application, and registered as part of a Units Plan.

Units Plan means a units plan registered on a Lot within the Scheme in accordance with the Unit Titles Act.

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

2. Interpretation

2.1 Interpretation of the By-laws

In this document unless the contrary intention appears:

- (a) a reference to '\$' is to Australian currency;
- (b) words expressed in the singular include the plural and vice versa;
- (c) words expressed in one gender include the other genders, as is appropriate in the context;
- (d) a reference to a 'person' includes a corporation;
- (e) a reference to a party includes that party's heirs, successors and permitted assigns;
- (f) headings to clauses/by-laws are included for the sake of convenience only and do not affect the interpretation of the clauses/by-laws to which they relate; and
- (g) references to any statute or statutory provision include that statute or statutory provision as amended, extended, consolidated or replaced by subsequent legislation and any orders, regulations, instruments or other subordinate legislation made under the relevant statute.

3. Relationship with Management Statement

3.1 Contents of Management Statement

The Management Statement lodged with the Scheme and these By-laws may contain provisions which affect the Scheme and the Lots including but not limited to:

- (a) rights and obligations of Members, Owners and Occupiers;
- (b) rights and obligations of the Management Committee and the Body Corporate; and
- (c) maintenance, use of, and contributions made to the costs of, the Common Property.

3.2 Compliance with Management Statement

- (a) A Member, Owner or Occupier must comply with the Management Statement.
- (b) A breach of the provisions contained in the Management Statement amounts to a breach of these By-laws.

- (c) Nothing in these By-laws allows an Owner or Occupier to do something which is prohibited or regulated by the Management Statement.
- (d) If there is a conflict between these By-laws and the Management Statement, the terms of these By-laws must be amended to accord with the Management Statement;
- (e) If a Manager is appointed to manage the Common Property or other parts of the Scheme, Owners and Occupiers must comply with the reasonable directions of the Manager in the administration of these By-laws or the Management Statement.

4. Rights of the Developer during Development Activities

4.1 Rights and obligations of the Developer

The Developer may carry out Development Activities from the date the Scheme is established, without any need for the approval of the other Members, Owners or Occupiers, but subject to the terms of any easements and covenants and to the requirements of any applicable Laws and the requirements of any relevant Government Agency, including:

- (a) carry out building and Development Activities in its discretion;
- (b) carry out demolition work, building and associated work on the Common Property;
- (c) carry out landscaping and associated work with the Common Facilities on the Common Property;
- (d) build, construct or otherwise provide additional facilities on the Common Property in its discretion;
- (e) use any part of the Common Property to exercise its rights under the Management Statement and By-laws;
- (f) have unrestricted access to the Common Property;
- (g) park motor vehicles and equipment during the period of construction on the Common Property;
- (h) place or attach to the Common Property temporary structures, building materials, cranes and other equipment;
- (i) install and connect Services on the Common Property and connect Services in a Lot to service lines;
- (j) create and/or register easements, rights, profit a prendre, restrictions on use or a positive covenant for the efficient use of a Lot;
- (k) lock or secure any part of the Common Property;
- (l) gain access to any relevant restricted areas at any time in any way;
- (m) carry out any and all works permitted in accordance with the Development Approval and build or develop the Common Property and carry out the rights and objectives contemplated by the Management Statement and these By-laws;
- (n) contract or enter into arrangements with third parties for the purposes of carrying out any of the matters referred to in this by-law 4.1; and
- (o) carry out the installation, and/or creation and/or service and/or upkeep and/or maintenance to the extent required under the applicable laws or subject to the terms of any Easement and covenants.

4.2 Further obligations of the Developer

The Developer must, in carrying out any works or Development Activities:

- (a) properly maintain repair and keep in good condition the Common Property upon completion of the Development Activities or works under by-law 4.1.

- (b) take all reasonable steps to minimise disturbance to Owners and Occupiers while exercising the rights of the Developer under by-law 4.1.
- (c) leave the Common Property tidy upon completion of the Development Activities or works under by-law 4.1.

4.3 Rights of access of the Developer

The Developer may gain access to any restricted use area through the Common Property throughout the duration of works and Development Activities or any building works related to the Scheme.

4.4 Marketing

The Developer may, for the purpose of selling or leasing Lots, do the following activities on or the Common Property or Lots that it owns:

- (a) erect or place marketing or leasing or advertising signs;
- (b) conduct any real estate activities, without limitation, sales, auctions and leasing; and
- (c) allow other Owner or Occupiers to place marketing or leasing or advertising signs as agreed under separate arrangements or agreements with the relevant Owner or Occupier.

4.5 Sales Display

The Developer may use any Unit or Lot it owns or the Common Property for its own use for a sales display.

4.6 No Interference

The Body Corporate, Owners and Occupiers of a Lot must not interfere with or prevent the Developer from exercising its rights under this by-law.

4.7 Maintenance

The Developer must maintain and repair any parts of the Common Property for which the Developer has exclusive or restricted use rights under this by-law.

4.8 Maintaining the Common Property not subject to this section

The Body Corporate must levy its Members for the costs of maintaining the Common Property, but only those areas of the Common Property which are not payable and the responsibility of the Developer (as applicable to the Development Activities at the time Development Activities are being undertaken) under this by-law.

5. The By-laws and default by-laws

5.1 Owners and Occupiers bound

An Owner or Occupier of a Lot within the Scheme and their invitees agree to comply with the default by-laws under Schedule 1 of the Community Title Act, and the default by-laws form part of the By-laws of the Scheme.

5.2 Inconsistency

If there is an inconsistency between these By-laws as registered with the Scheme and the default by-laws under Schedule 1 of the Community Title Act, then these By-laws prevail.

5.3 Additional rules

- (a) The Body Corporate may make, amend and at any time add rules for the control, management, operation, use and enjoyment of the Common Property and the Scheme in accordance with the Community Title Act.
- (b) The rules bind Owners and Occupiers.

6. Common Property

6.1 Obstruction on the Common Property

An Owner or Occupier and any invitees must not obstruct lawful use of Common Property by any person.

6.2 Damage to lawns, plants, lighting on the Common Property

An Owner or Occupier and any invitees must not:

- (a) damage any Common Property including any lawn, garden, tree, shrub, plant, flower or light or lighting fixture being part of or situated on Common Property; or
- (b) use for his or her own purposes any portion of the Common Property as a garden.

6.3 Damage to Common Property

- (a) An Owner or Occupier and any invitees must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the prior written approval of the Body Corporate.
- (b) An approval given by the Body Corporate under by-law 6.3(a) cannot authorise any additions to the Common Property.
- (c) By-law 6.3(a) does not prevent an Owner or person authorised by the Owner from installing:
 - (i) any locking or other safety device for protection of the Owner's Lot against intruders; or
 - (ii) any screen or other device to prevent entry of animals or insects on the Lot; or
 - (iii) any structure or device to prevent harm to children; or
 - (iv) any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot,unless the device is likely to affect the operation of fire safety devices in the Lot, and provided always that all relevant Laws are complied with.
- (d) Any locking or safety device, screen, deadlock, peephole or other device or structure referred to in by-law 6.3(c) must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the rest of the Scheme.
- (e) The Owner must:
 - (i) maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 6.3(c) that forms part of the Common Property and that services the Lot; and
 - (ii) repair any damage caused to any part of the Common Property by the installation or removal of any locking or safety device, screen, deadlock, peephole or other device or structure referred to in by-law 6.3(c) that forms part of the Common Property and that services the Lot.

7. Behaviour generally

7.1 Behaviour of Owners and Occupiers

An Owner or Occupier must, when on Common Property, be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to other Owners or Occupiers or to any person lawfully using the Common Property.

7.2 Children playing on the Common Property

An Owner or Occupier and any invitees must not permit any child under 16 years of age of whom the Owner or Occupier has control (or ought to have control) to play on Common Property within the Scheme or, unless accompanied by an adult exercising effective control, to be or to remain on Common Property comprising a laundry, car parking area or other area of possible danger or hazard to children.

7.3 Behaviour of invitees

An Owner or Occupier must take all reasonable steps to ensure that invitees of the Owner or Occupier comply with all By-laws and do not behave in a manner that is dangerous, annoying or offensive, or likely to interfere or disrupt with the peaceful enjoyment of other Owners or Occupiers of any person lawfully using Common Property.

7.4 Noise

An Owner or Occupier and any invitees must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property.

8. Waste enclosures and waste generally**8.1 Depositing of rubbish and other materials on Common Property**

- (a) An Owner or Occupier and any invitee must not deposit or throw on the Common Property any rubbish, dirt, dust, discarded item or other material likely to interfere with the peaceful enjoyment of the other Owners or Occupiers or any person lawfully using the Common Property.
- (b) An Owner or Occupier must clean up any waste left by pets in the Common Property.

8.2 Waste areas and enclosures

- (a) There are designated shared waste enclosures for use by the Owners or Occupiers.
- (b) Owners and Occupiers must only use the waste enclosures designated for their Lots and must not dump rubbish in areas that are not specifically used for that purpose.

9. Safety and insurances**9.1 Preservation of fire safety**

An Owner or Occupier must not do anything or permit any invitees to do anything on the Lot or Common Property that is likely to affect the operation of fire safety devices in the Lot or to reduce the level of fire safety in the Lots or Common Property.

9.2 Storage of flammable liquids and other substances and materials

- (a) An Owner or Occupier must not, except with the prior written approval of the Body Corporate, use or store on the Lot or on the Common Property any inflammable chemical, liquid or gas or other inflammable material.
- (b) By-law 9.2(a) does not apply to chemicals, liquids or gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

9.3 Obligations of Owners and Occupiers in respect to Insurances

- (a) Owners and Occupiers must not at any time do anything that might:
 - (i) void or prejudice any Insurances; or
 - (ii) increase any Insurances premiums,

except with the consent of the Management Committee.

- (b) If an Owner or Occupier does anything to increase an Insurance premium paid by the Management Committee, the Owner or Occupier must pay the increased amount.
- (c) Each Owner must effect public liability insurance on their own Lot and each owner of a Unit within a Units Plan registered on a Lot within the Scheme is responsible public liability insurance in respect to that Unit.

10. Appearance of Lots

10.1 Appearance of Lot

The Owner or Occupier must not store or display any item in a Lot or balcony which is visible from outside that, when viewed, is not in keeping with the rest of the Scheme.

10.2 Drying of laundry items

An Owner or Occupier must not hang any washing, clothing, towel, bedding or other article on any part of the parcel in such a way as to be visible from outside the Lot or visible to any parts of the Common Property.

10.3 Signage etc.

The Management Statement and other agreements with third parties may contain provisions regulating signage and the use of signage within the Scheme. An Owner or Occupier must comply with the Management Statement in regard to signage and the erection of signage on any part of that Owner or Occupier's Lot, Unit or on the Common Property.

11. Planning compliance and leasing requirements

11.1 Compliance with Laws

- (a) An Owner or Occupier must ensure that the Lot is not used for any purpose that is prohibited by any Laws.
- (b) An Owner or Occupier must ensure that the Lot is not occupied by more persons than are allowed by Law to occupy the Lot.

11.2 Leasing

- (a) An Owner or Occupier must ensure that:
 - (i) the letting of any Unit is recorded under the terms of a residential lease under the relevant residential tenancies legislation;
 - (ii) any leasing agent is made aware of any restrictions on use imposed on the leasing of the Unit for residential use, whether under these By-laws or pursuant to the planning instruments of the Territory or any other Laws;
 - (iii) all reasonable endeavours are taken to ensure compliance with any restrictions on use referred to in this by-law 11;
 - (iv) that a copy of these By-laws and the Management Statement are attached to any residential lease.
- (b) Residential Units must only be used by Owners or Occupiers as residential use or by leasing subject to residential tenancies legislation. Other short term uses such as temporary rental of rooms, serviced apartments, and backpacker use are not permitted.

12. Notices

12.1 Service of documents

A document may be served by electronic means if the person has given the Body Corporate an e-mail address for the service of notices and the document is sent to that address.

13. Services

13.1 Provision of Services

The Body Corporate may, by Special Resolution, determine to enter into arrangements for the provision of the following services to one or more of the Lots, or to the Owners or Occupiers:

- (a) window cleaning;
- (b) garbage disposal and recycling services;
- (c) electricity, water or other service supply; and
- (d) telecommunications services (for example, cable television)

13.2 Fees for Services

If the Body Corporate makes a resolution referred to in by-law 13.1 to provide a service to a Lot or to the Owner or Occupier, it must indicate in the resolution the amount and the conditions on which the service is provided.

13.3 No overloading

An Owner or Occupier must not overload the electrical facilities provided to that Owner or Occupier's Lot or Unit. If overloading occurs, all costs associated with repairs to the Lot, Unit or the Scheme are the sole responsibility of the party causing the overload.

14. Vehicles, storage and carparking

14.1 Vehicles

An Owner or Occupier and any invitees must not park or stand any motor vehicle or other vehicle on Common Property (except with the prior written approval of the Body Corporate).

14.2 Use of carparking spaces on the Common Property

- (a) Carparking spaces may be designated and form part of the Common Property within the Scheme.
- (b) To avoid doubt, separate carparking spaces may also exist within and form part of a Units Plan, and these carparking spaces may be individually leased by the Occupier of a Unit or used by invitees of the Occupier, subject to any applicable Laws and the rules of the Owners Corporation for the relevant Units Plan.
- (c) Carparking spaces designated on the Common Property form part of the Common Property and may be subject to an exclusive use by-law, which allows a particular Occupier or Owner exclusive use of the carparking space area.

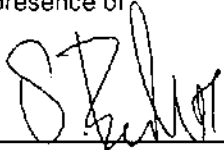
14.3 Storage of bicycles

An Owner or Occupier must not permit any bicycle to be left or stored in or otherwise remain on any part of the Common Property.

Signing page

EXECUTED as an agreement.

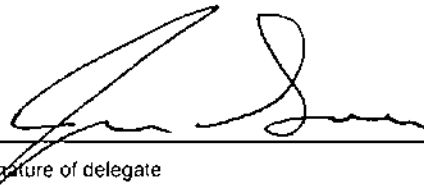
Signed for and on behalf of the **Planning and Land Authority** by its duly authorised delegate in the presence of



Signature of witness

Simon Baker

Name of witness (print)



Signature of delegate

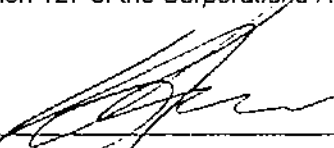
Irma Sare

Name of delegate (print)

Senior Officer Grade C

Position of delegate (print)

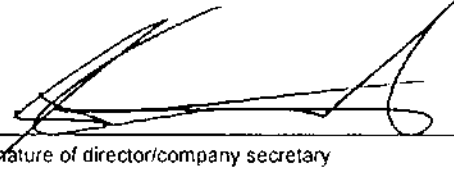
Executed by **CBR Developments 2 (Watson)**
Pty Ltd ACN 624 361 057 in accordance with
Section 127 of the *Corporations Act 2001*



Signature of director

ADAM LAIRD HOWARDS

Name of director (print)



Signature of director/company secretary

(Please delete as applicable)

JONATHAN TALMAN

Name of director/company secretary (print)

Date of these By-laws:

Attachment 3 Master Plan (including Plan of Construction Zones and Access Zones)

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122
Watson

The Plan of Construction Zones and Access Zones shows indicative Construction Zones that will be enclosed by the Developer at registration of the Scheme. Any part of the Common Property outside the Construction Zones is an Access Zone.

The location of the Construction Zones and Access Zones may be changed by the Developer from time to time.



Community Title Scheme – Master Plan

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122 Watson

1. Site Plan

- 1.1 A plan within the requirements of Section 6(a) of the *Community Title Act 2001 (ACT) (Community Title Act)* and the *Community Title Regulations 2002 (ACT) (Community Title Regulations)* is provided.
- 1.2 In accordance with the Community Title Act and the Community Title Regulations, the Site Plan:
 - (a) delineates the site of the Scheme, comprised of each of Blocks 1 to 16 Section 122 in the Division of Watson (**Scheme Land**);
 - (b) shows each Lot included in the Scheme being:
 - (i) Lots 1, 2, 3, 4, 5, 7, 8, 9, 10, 11 and 12, which are residential Lots in the Scheme; and
 - (ii) Lots 6 and 14, which are Common Property Lots in the Scheme;
 - (c) identifies site services, waste management arrangements, access arrangements (internal to the site), off-site works and other works as documented in the Development Approval;
 - (d) shows the position of all buildings (as proposed) from the boundaries of the Lots on the Scheme Land;
 - (e) shows the building envelope for the buildings to be constructed (together with the proposed distances of each building from the boundaries of the Lots);
 - (f) shows the roads within the boundaries of the Scheme Land; and
 - (g) is drawn to scale and shows a North point.

2. Drawing of Building

- 2.1 Sketches complying with the requirements of section 6(b) of the Community Title Act are provided. The Scheme does not identify any particular colours or materials for building forming part of the Scheme, nor does it prescribed any particular landscaping requirements.

3. General Theme

- 3.1 The Scheme does not contain a general architectural or landscaping theme for the residential dwellings or the Common Property.

4. Services and Easements

- 4.1 All Lots in the Scheme have the benefit of the following statutory easements under Part 10 of the Community Title Act:
 - (a) easements for support – section 70;
 - (b) easements for utility services – section 71;
 - (c) easements for shelter – section 72;
 - (d) easements for projections – section 73; and
 - (e) easements for maintenance of building close to boundary – section 74.

5. Interpretation

- 5.1 Capitalised terms in this Master Plan have the same meaning given to them in the Management Statement for the Scheme.

Signed for and on behalf of the Planning and Land Authority by its duly authorised delegate in the presence of



Signature of witness

Simon Baker

Name of witness (print)



Signature of delegate

Irma Sare

Name of delegate (print)

Senior Officer Grade C

Position of delegate (print)


Executed by CBR Developments 2 (Watson) Pty Ltd ACN 624 361 057 in accordance with Section 127 of the Corporations Act 2001



Signature of director

ADAM LAIKO NOWAKA

Name of director (print)



Signature of director/company secretary
(Please delete as applicable)

JEWAN TWICHERKI

Name of director/company secretary (print)

Date of this Master Plan:

NØRREBRO
WATSON

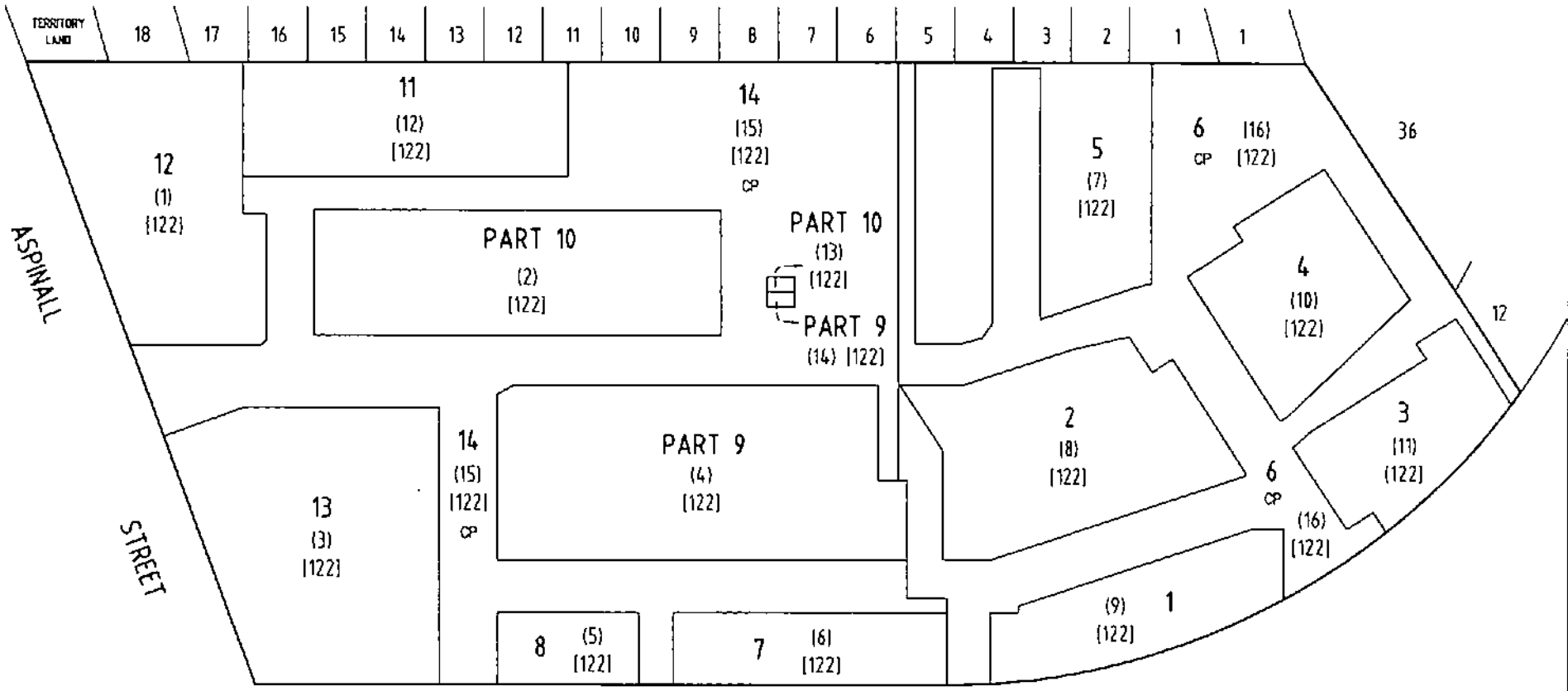
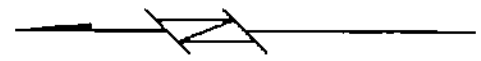
Community Title Scheme – Site Plan

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122 Watson

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):

- EASEMENTS FOR SUPPORT - SECTION 70
- EASEMENTS FOR UTILITY SERVICES - SECTION 71
- EASEMENTS FOR SHELTER - SECTION 72
- EASEMENTS FOR PROJECTIONS - SECTION 73
- EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74



LEGEND

- 1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
- (1) DENOTES BLOCK NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
- [122] DENOTES SECTION NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
- 18 DENOTES BLOCK NUMBERS OF ADJOINING BLOCKS
- CP DENOTES COMMON PROPERTY


NOTE
 STAGE 1 LOTS 1 - 6
 STAGE 2 LOTS 7 - 14

SHEET No 1 of 5 SHEETS

Jonathan Tully
 Applicant **ADAM HOWARTH**

Irma Sage
 Delegate of the Authority/Executive

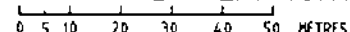
David Pryce
 Registrar-General



Registrar-General

LOTS: 1-14
 SECTION: 122
 DIVISION: WATSON
 AUSTRALIAN CAPITAL TERRITORY

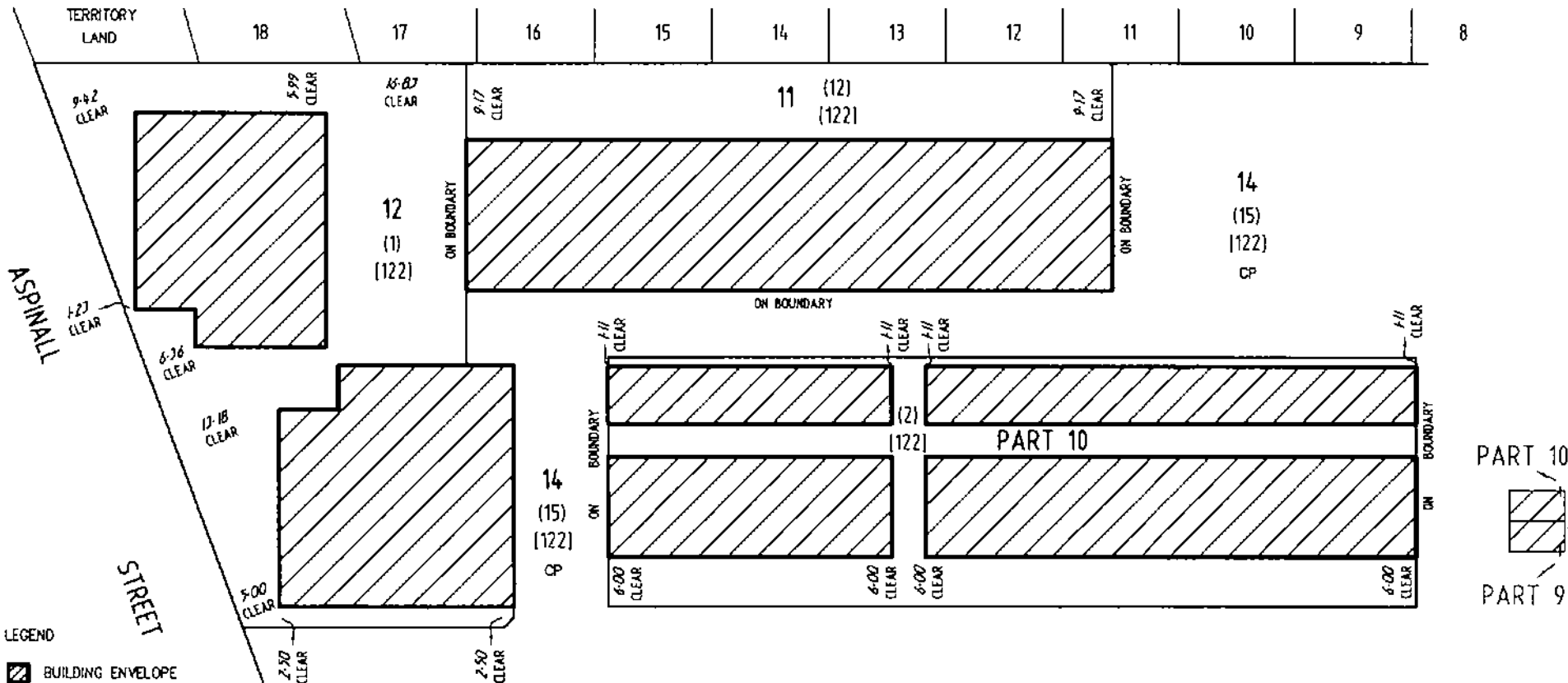
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SITE PLAN
 COMMUNITY TITLE
 SCHEME No 36

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):

- EASEMENTS FOR SUPPORT - SECTION 70
- EASEMENTS FOR UTILITY SERVICES - SECTION 71
- EASEMENTS FOR SHELTER - SECTION 72
- EASEMENTS FOR PROJECTIONS - SECTION 73
- EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74



- LEGEND
- BUILDING ENVELOPE
 - 1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
 - (1) DENOTES BLOCK NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
 - [122] DENOTES SECTION NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
 - 18 DENOTES BLOCK NUMBERS OF ADJOINING BLOCKS
 - CP DENOTES COMMON PROPERTY

SHEET 3 ADJOINS

NOTE
 STAGE 1 LOTS 1 - 6
 STAGE 2 LOTS 7 - 14
 BUILDING FOOT PRINT AT GROUND LEVEL
 SHEET No 2 of 5 SHEETS

Adam Henricks
 Applicant
ADAM HENRICKS

Ima Sore
 Delegate of the Authority/Executive

David Pryce
 Registrar-General

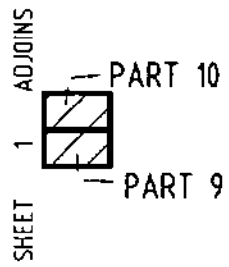
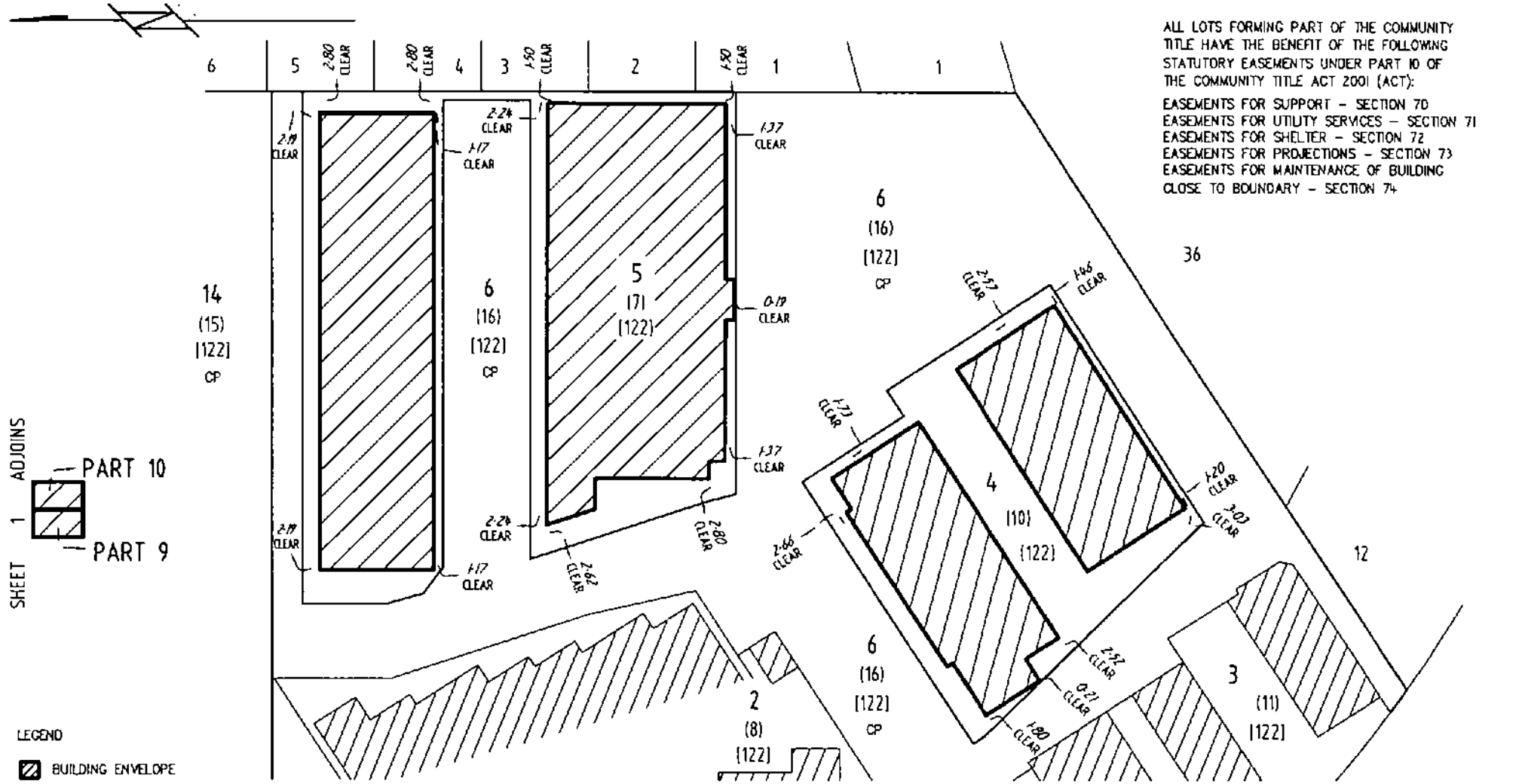
 Registrar-General

LOTS: 1-14
 SECTION: 122
 DIVISION: WATSON
 AUSTRALIAN CAPITAL TERRITORY
 Scale 1:500

SITE PLAN:
 BUILDING ENVELOPE OVERLAY
 COMMUNITY TITLE
 SCHEME No 36

SHEET 2 ADJOINS

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):
 EASEMENTS FOR SUPPORT - SECTION 70
 EASEMENTS FOR UTILITY SERVICES - SECTION 71
 EASEMENTS FOR SHELTER - SECTION 72
 EASEMENTS FOR PROJECTIONS - SECTION 73
 EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74



LEGEND

BUILDING ENVELOPE

1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME

(1) DENOTES BLOCK NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671

[122] DENOTES SECTION NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671

1B DENOTES BLOCK NUMBERS OF ADJOINING BLOCKS

CP DENOTES COMMON PROPERTY

SHEET 4 ADJOINS

NOTE
 STAGE 1 LOTS 1 - 6
 STAGE 2 LOTS 7 - 14
 BUILDING FOOT PRINT AT GROUND LEVEL
 SHEET No 3 of 5 SHEETS

Applicant ADAM HENKE CTH

Delegate of the Authority/Executive

David Pryce
 Registrar-General

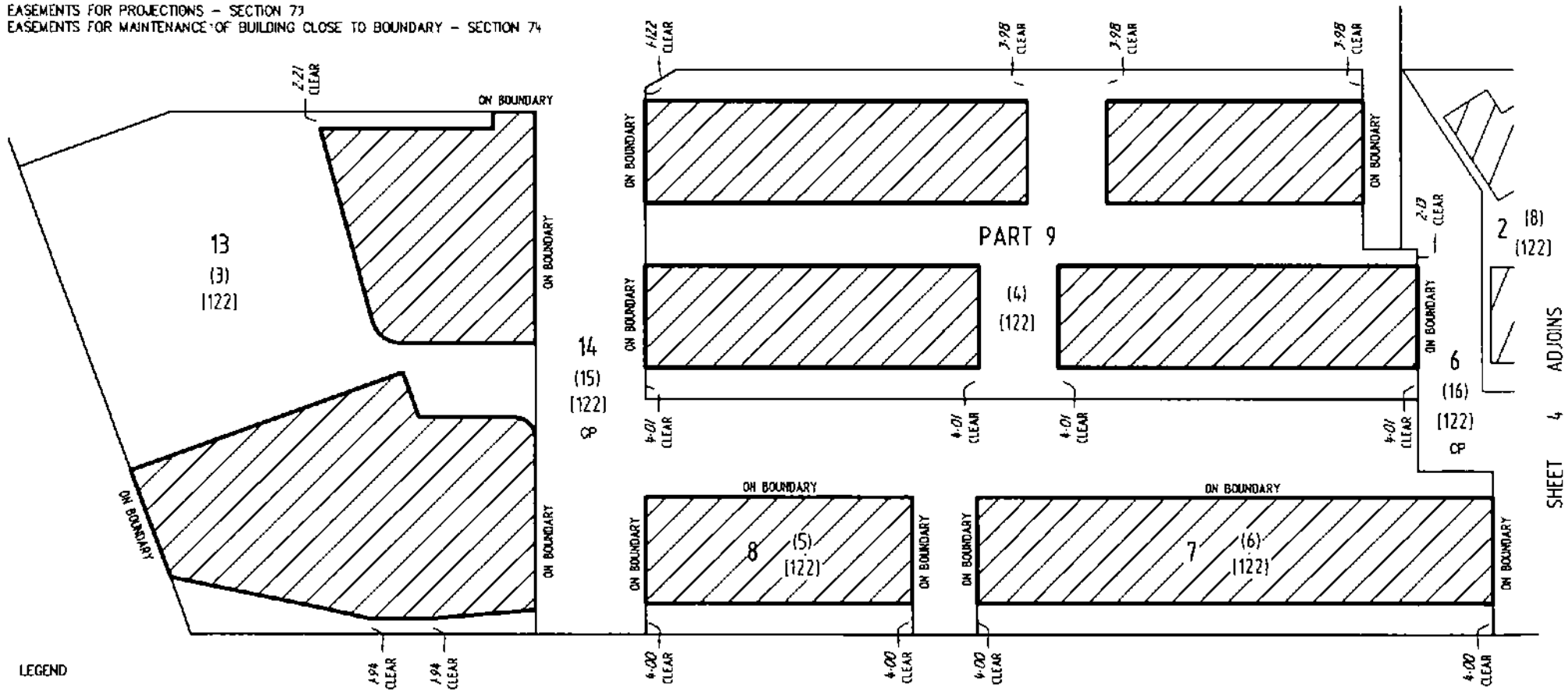
LOTS: 1-14
 SECTION: 122
 DIVISION: WATSON
 AUSTRALIAN CAPITAL TERRITORY
 Scale 1:500

SITE PLAN:
 BUILDING ENVELOPE OVERLAY
 COMMUNITY TITLE
 SCHEME No

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):

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- EASEMENTS FOR SHELTER - SECTION 72
- EASEMENTS FOR PROJECTIONS - SECTION 73
- EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74

SHEET 1 ADJOINS



- LEGEND**
- BUILDING ENVELOPE
 - 1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
 - (1) DENOTES BLOCK NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
 - [122] DENOTES SECTION NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
 - 18 DENOTES BLOCK NUMBERS OF ADJOINING BLOCKS
 - CP DENOTES COMMON PROPERTY

NEGUS CRESCENT

NOTE
 STAGE 1 LOTS 1 - 6
 STAGE 2 LOTS 7 - 14
 BUILDING FOOT PRINT AT GROUND LEVEL
 SHEET No 5 of 5 SHEETS

Jonathan Waters
 Applicant

Imma Sore
 Delegate of the Authority/Executive

David Pryce
 Registrar-General

Registrar-General

LOTS: 1-14
 SECTION: 122
 DIVISION: WATSON
 AUSTRALIAN CAPITAL TERRITORY

Scale 1:500

SITE PLAN:
 BUILDING ENVELOPE OVERLAY
 COMMUNITY TITLE
 SCHEME No 36

SHEET 4 ADJOINS

NØRREBRO
WATSON

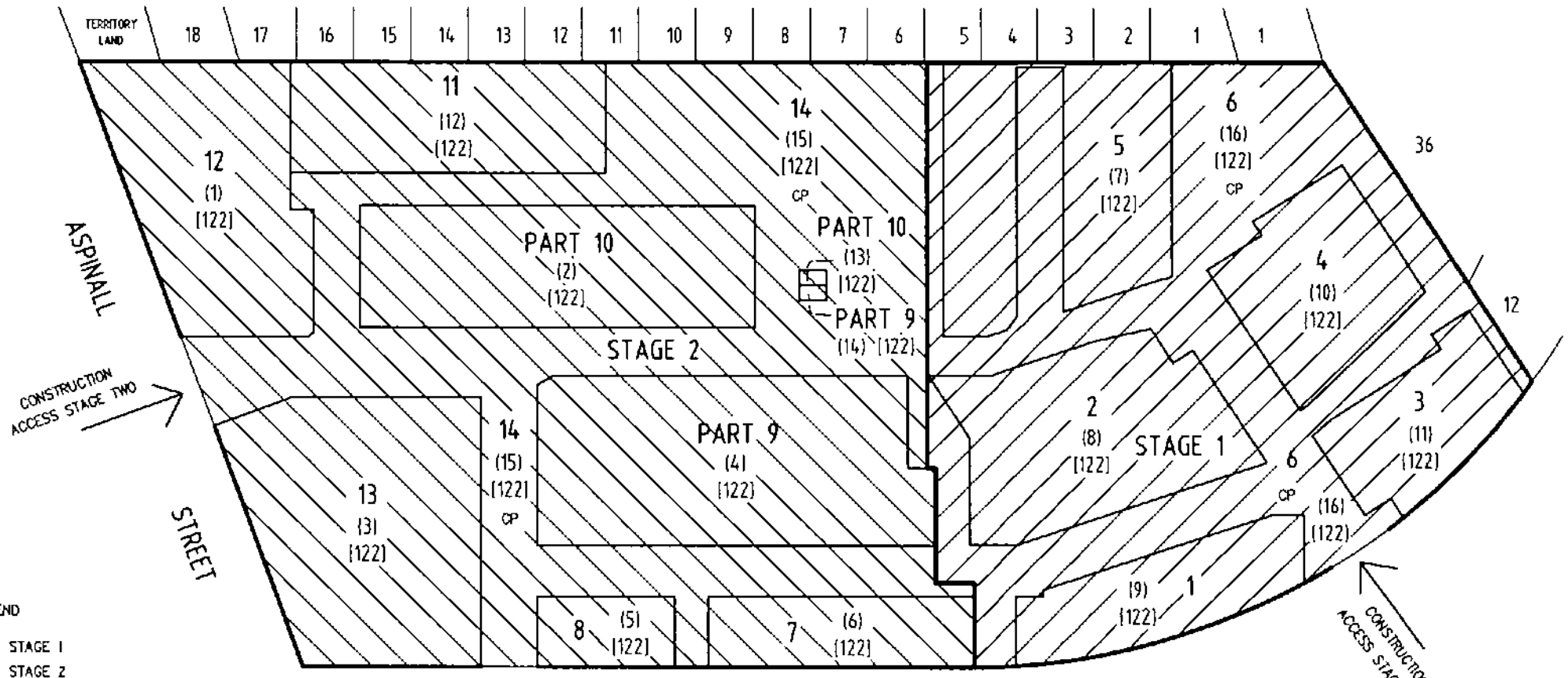
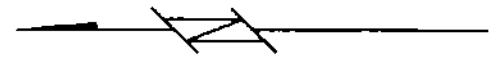
Community Title Scheme – Staging Plan

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122 Watson

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):

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- EASEMENTS FOR SHELTER - SECTION 72
- EASEMENTS FOR PROJECTIONS - SECTION 73
- EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74



LEGEND

- STAGE 1
- STAGE 2
- 1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
- (1) DENOTES BLOCK NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
- [122] DENOTES SECTION NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
- 18 DENOTES BLOCK NUMBERS OF ADJOINING BLOCKS
- CP DENOTES COMMON PROPERTY

NOTE
STAGE 1 LOTS 1 - 6
STAGE 2 LOTS 7 - 14

SHEET No 1 of 1 SHEETS

Jonathan Trachovska
Applicant *ADAM HENNING*

Imma Sore
Delegate of the Authority/Executive

David Pryce
Registrar-General

LOTS: 1-14
SECTION: 122
DIVISION: WATSON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:1000
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STAGING PLAN
COMMUNITY TITLE
SCHEME No 36

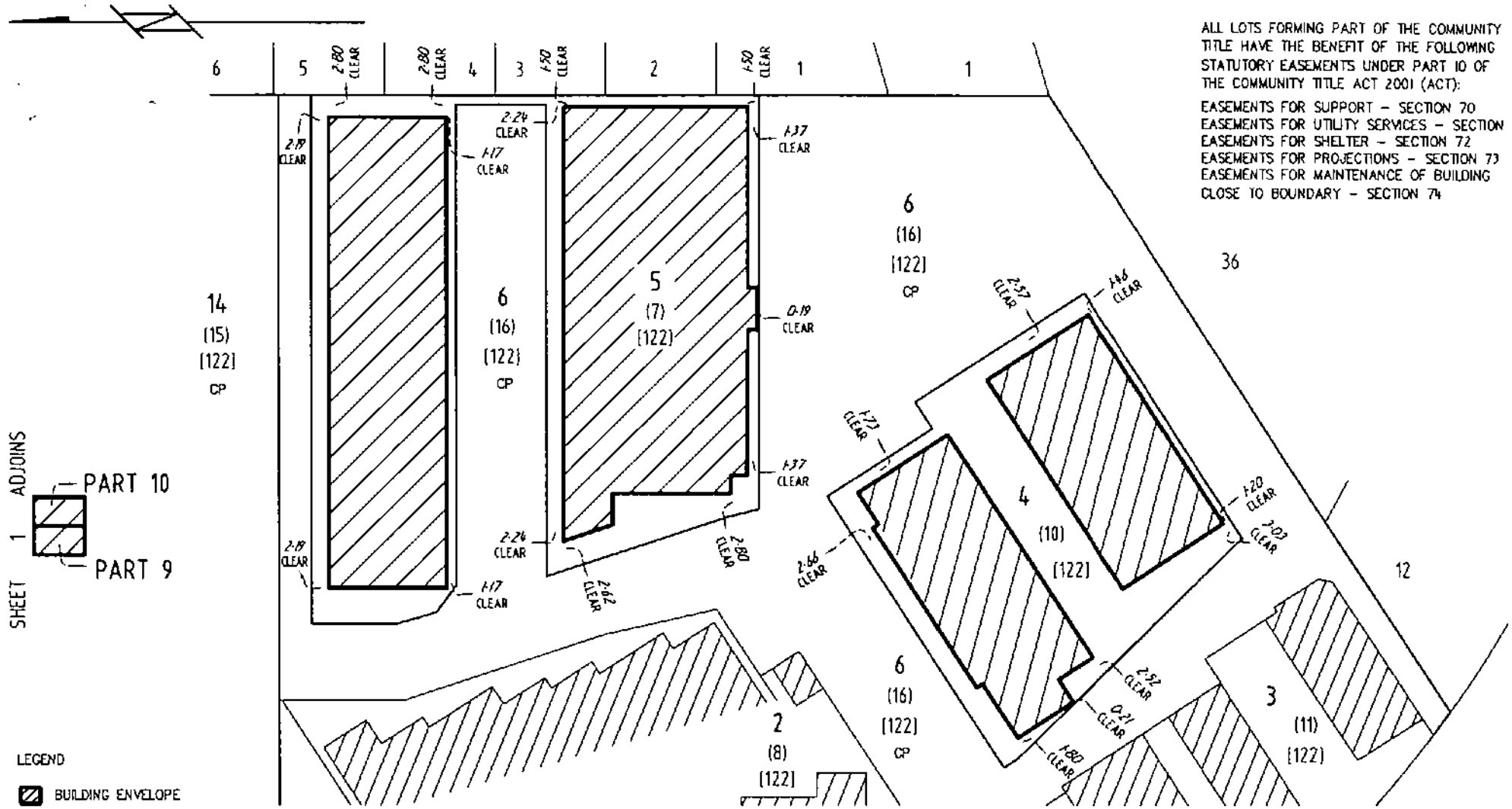
NØRREBRO
WATSON

Community Title Scheme – Building Envelope Plan

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122 Watson

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):
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 EASEMENTS FOR PROJECTIONS - SECTION 73
 EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74



SHEET 1 ADJOINS
 PART 10
 PART 9

LEGEND

- BUILDING ENVELOPE
- 1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
- (1) DENOTES BLOCK NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
- [122] DENOTES SECTION NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
- 18 DENOTES BLOCK NUMBERS OF ADJOINING BLOCKS
- CP DENOTES COMMON PROPERTY

SHEET 4 ADJOINS

NOTE
 STAGE 1 LOTS 1 - 6
 STAGE 2 LOTS 7 - 14

BUILDING FOOT PRINT AT GROUND LEVEL

SHEET No 2 of 4 SHEETS

Signature
 Applicant **ADAM HEWARTS**

Signature
 Delegate of the Authority/Executive

Signature
 David Pryce
 Registrar-General
 Registrar-General



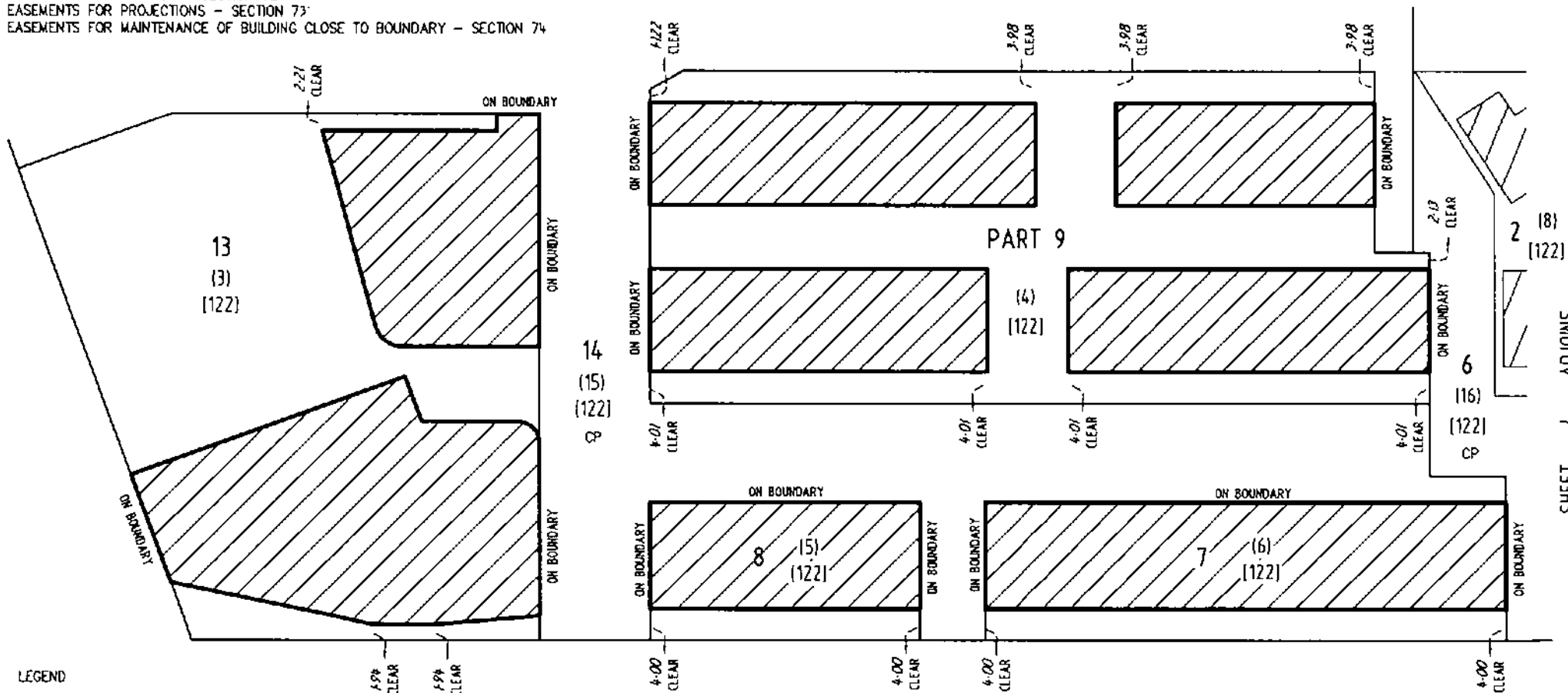
LOTS: 1-14
 SECTION: 122
 DIVISION: WATSON
 AUSTRALIAN CAPITAL TERRITORY
 Scale 1:500
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BUILDING ENVELOPE PLAN
 COMMUNITY TITLE
 SCHEME No 36

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):

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- EASEMENTS FOR PROJECTIONS - SECTION 73
- EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74

SHEET 1 ADJOINS




LEGEND

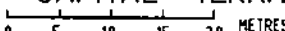
- BUILDING ENVELOPE
- 1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
- (1) DENOTES BLOCK NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
- [122] DENOTES SECTION NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
- 18 DENOTES BLOCK NUMBERS OF ADJOINING BLOCKS
- CP DENOTES COMMON PROPERTY

NOTE
 STAGE 1 LOTS 1 - 6
 STAGE 2 LOTS 7 - 14
 BUILDING FOOT PRINT AT GROUND LEVEL
 SHEET No 3 of 4 SHEETS

Adam Younicks
 Applicant **ADAM YOUNICKS**

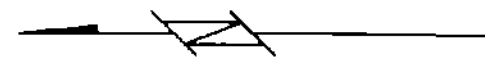
Ima Sare
 Delegate of the Authority/Executive

David Pryce
 Registrar-General

 Registrar-General

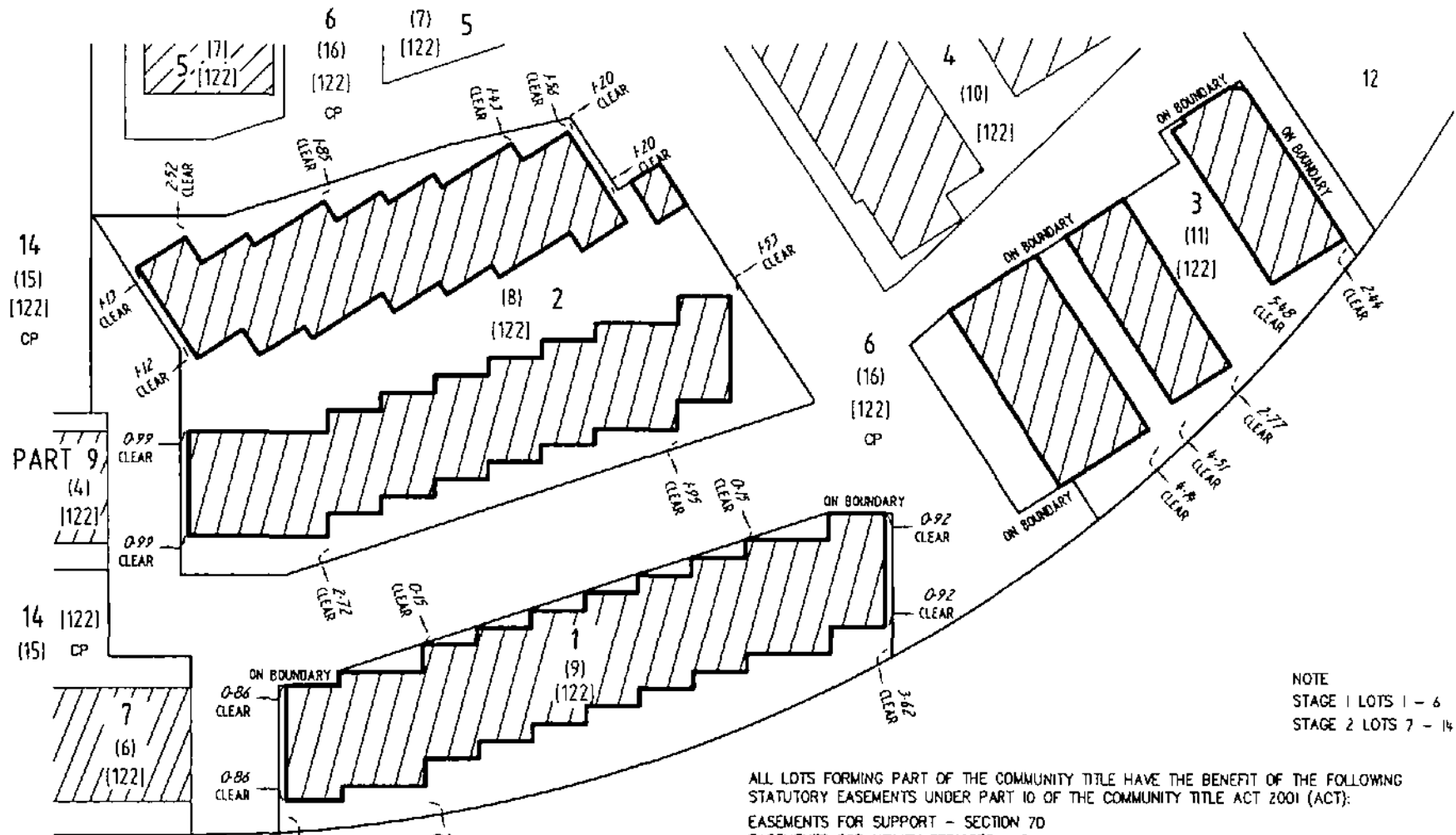
LOTS: 1-14
 SECTION: 122
 DIVISION: WATSON
 AUSTRALIAN CAPITAL TERRITORY
 Scale 1:500


BUILDING ENVELOPE PLAN
 COMMUNITY TITLE
 SCHEME No 36

SHEET 4 ADJOINS



SHEET 3 ADJOINS



NOTE
 STAGE 1 LOTS 1 - 6
 STAGE 2 LOTS 7 - 14

LEGEND
 BUILDING ENVELOPE

- 1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
- {1} DENOTES BLOCK NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
- {122} DENOTES SECTION NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
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 EASEMENTS FOR SHELTER - SECTION 72
 EASEMENTS FOR PROJECTIONS - SECTION 73
 EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74

BUILDING FOOT PRINT AT GROUND LEVEL
 SHEET No 4 of 4 SHEETS

Adam Hewitt
 Applicant **ADAM HEWITT**

Ima Sore
 Delegate of the Authority/Executive

David Pryce
 Registrar-General

LOTS: 1-14
 SECTION: 122
 DIVISION: WATSON
 AUSTRALIAN CAPITAL TERRITORY
 Scale 1:500
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BUILDING ENVELOPE PLAN
 COMMUNITY TITLE
 SCHEME No 36

NØRREBRO
WATSON

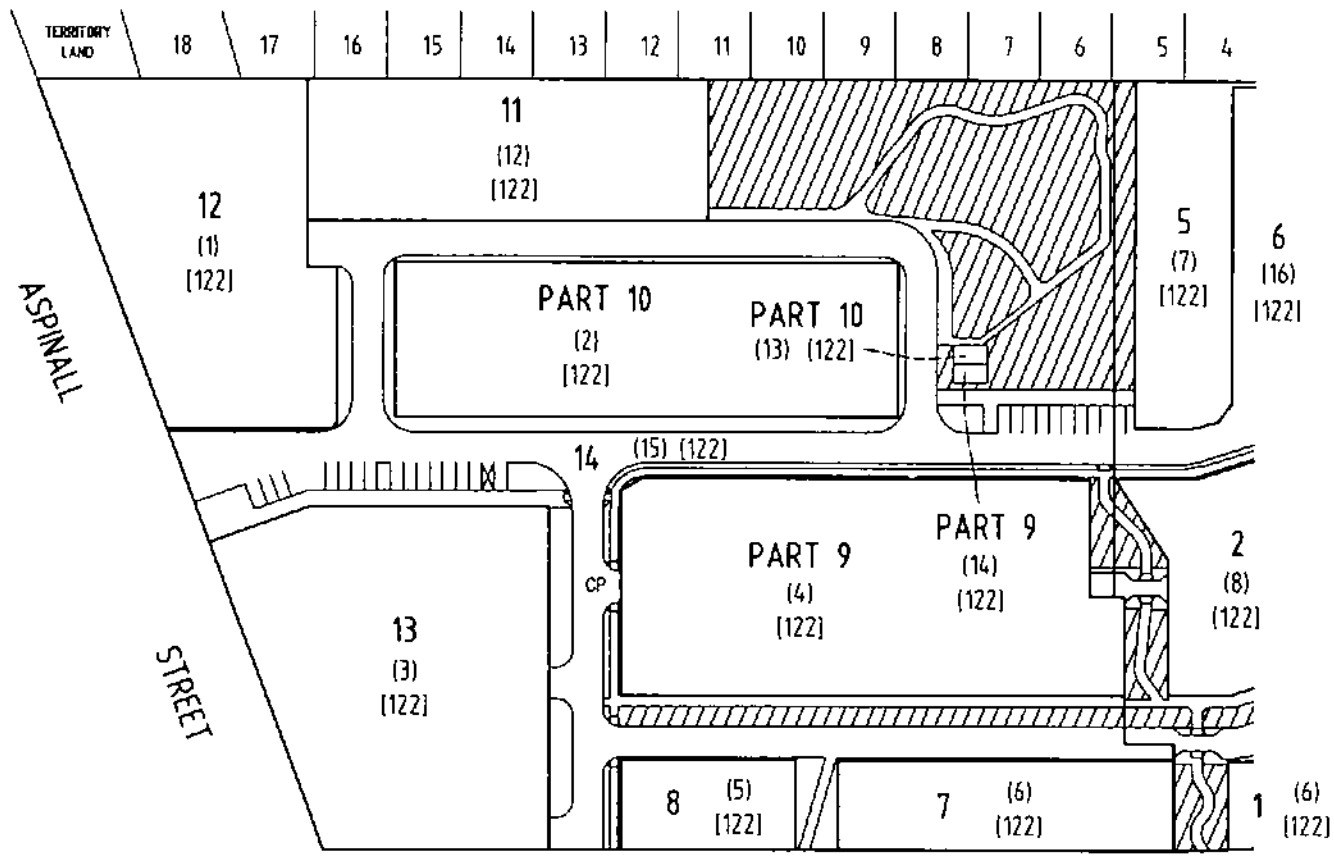
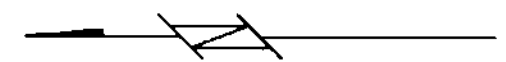
Community Title Scheme – Landscape Plan

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122 Watson

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):

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- EASEMENTS FOR PROJECTIONS - SECTION 73
- EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74



SHEET 2 ADJOINS

LEGEND

LANDSCAPE AREAS

1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME

(1) DENOTES BLOCK NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671

[122] DENOTES SECTION NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671

18 DENOTES BLOCK NUMBERS OF ADJOINING BLOCKS

CP DENOTES COMMON PROPERTY

NOTE
STAGE 1 LOTS 1 - 6
STAGE 2 LOTS 7 - 18

SHEET No 1 of 2 SHEETS

Adam Hewarth
Applicant **ADAM HEWARTH**

Ima Sare
Delegata of the Authority/Executive

David Pryce
Registrar-General

LOTS: 1-14
SECTION: 122
DIVISION: WATSON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:1000
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LANDSCAPE PLAN
COMMUNITY TITLE
SCHEME No 36

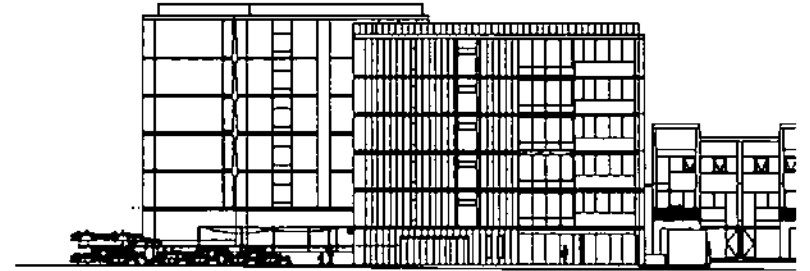
Community Title Scheme – Elevation Plan and Building Appearance Sketches

Lots 1 – 14

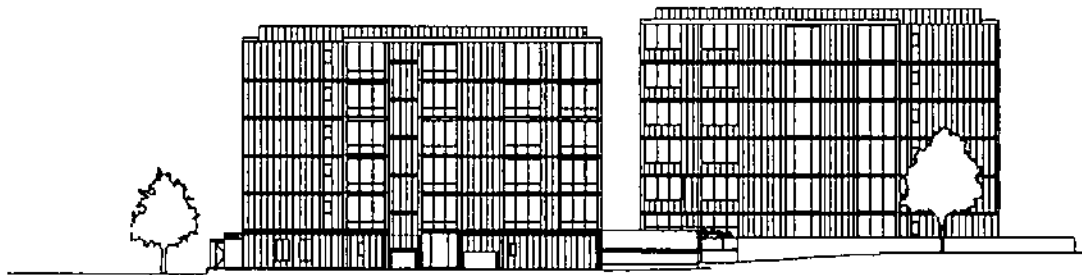
Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122 Watson



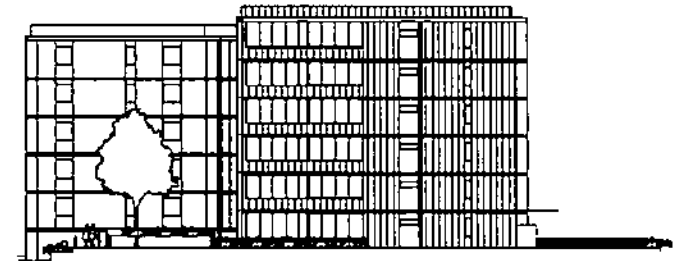
NORTH ELEVATION



WEST ELEVATION



SOUTH ELEVATION



EAST ELEVATION

BLOCK 1

SHEET No 1 of 11 SHEETS

Jonathan Trenchard
Adam Newkirk
 Applicant **ADAM NEWKIRK**

Ima Sore
 Delegate of the Authority/Executive

David Pryce
 Registrar-General



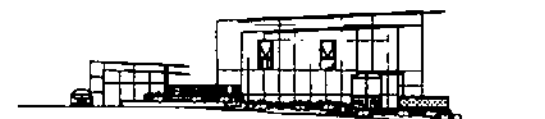
LOTS: 1-14
 SECTION: 122
 DIVISION: WATSON
 AUSTRALIAN CAPITAL TERRITORY
 Scale 1:NA

ELEVATION PLAN

COMMUNITY TITLE
 SCHEME No 36



WEST ELEVATION



NORTH ELEVATION



EAST ELEVATION



SOUTH ELEVATION

BLOCK 2

SHEET No 2 of 11 SHEETS

Jonathan Tuckey
 Applicant **ADAM HOWARTH**

Imma Sore
 Delegate of the Authority/Executive

David Pryce
 Registrar-General



LOTS: 1-14
 SECTION: 122
 DIVISION: WATSON
 AUSTRALIAN CAPITAL TERRITORY
 Scale 1:NA

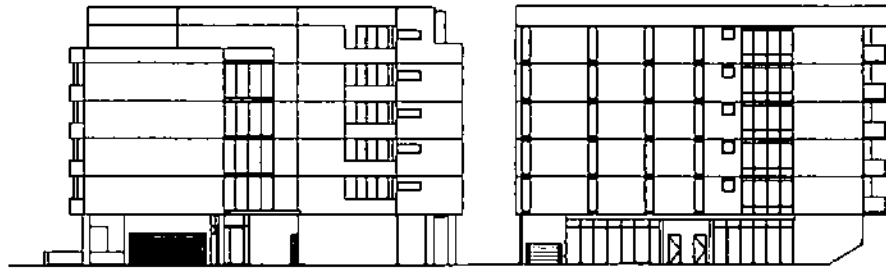
ELEVATION PLAN
 COMMUNITY TITLE
 SCHEME No 36



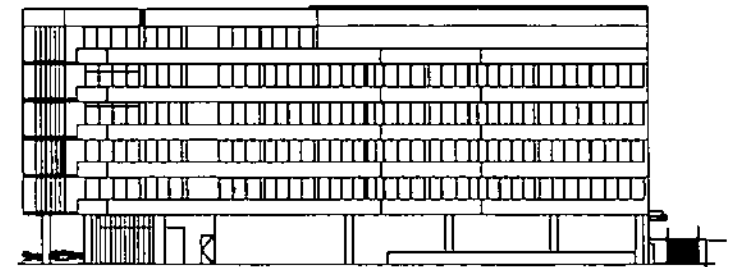
NORTH ELEVATION



EAST ELEVATION



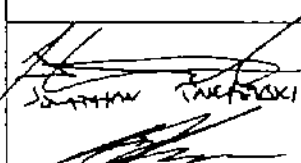
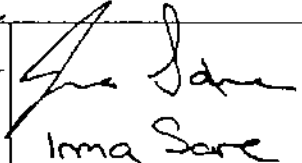
SOUTH ELEVATION



WEST ELEVATION

SHEET No 3 of 11 SHEETS

BLOCK 3


 Applicant **ADAM HENAJEM**

 Delegate of the Authority/Executive


 David Pryce
 Registrar-General
 Registrar-General



LOTS: 1-14
 SECTION: 122
 DIVISION: WATSON
 AUSTRALIAN CAPITAL TERRITORY
 Scale 1:NA

ELEVATION PLAN

COMMUNITY TITLE
 SCHEME No 36



NORTH ELEVATION



SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION



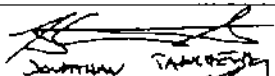

EAST ELEVATION

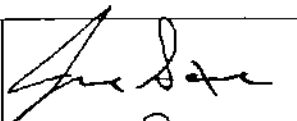




WEST ELEVATION

BLOCK 4

SHEET No 4 of 11 SHEETS


Jonathan Tabor

Applicant **ADAM HENDRY**


Irma Sore
Delegate of the Authority/Executive


David Pryce
Registrar-General

Registrar-General

LOTS: 1-14
SECTION: 122
DIVISION: WATSON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:NA

ELEVATION PLAN
COMMUNITY TITLE
SCHEME No 36



NORTH ELEVATION



SOUTH ELEVATION



EAST ELEVATION




WEST ELEVATION

BLOCK 5/6

SHEET No 5 of 11 SHEETS

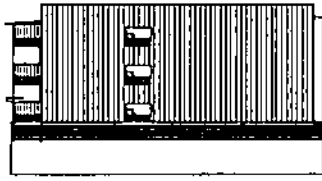
Jonathan Kuchovskii
Adam Hendry
Applicant *ADAM HENDRY*

Imma Sore
Delegate of the Authority/Executive

David Pryce
Registrar-General

Registrar-General

LOTS: 1-14
SECTION: 122
DIVISION: WATSON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:NA

ELEVATION PLAN
COMMUNITY TITLE
SCHEME No 36



EAST ELEVATION



WEST ELEVATION



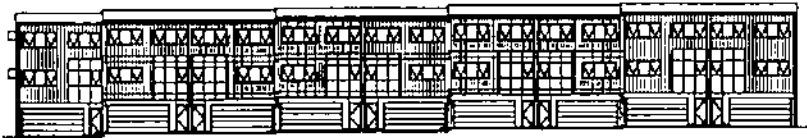
NORTH ELEVATION



NORTH ELEVATION



SOUTH ELEVATION



SOUTH ELEVATION




BLOCK 7

SHEET No 6 of 11 SHEETS

Janina TACHENSKI
Applicant: *Alan Howard*

Janina TACHENSKI
Delegate of the Authority/Executive

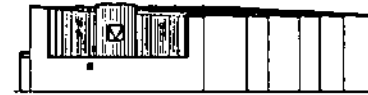
David Pryce
Registrar-General

Registrar-General

LOTS: 1-14
SECTION: 122
DIVISION: WATSON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:NA

ELEVATION PLAN
COMMUNITY TITLE
SCHEME No 36



SOUTH ELEVATION BUILDING HA



NORTH ELEVATION BUILDING HA



WEST ELEVATION BUILDING HA



EAST ELEVATION BUILDING HA



SOUTH ELEVATION BUILDING HB



NORTH ELEVATION BUILDING HB



WEST ELEVATION BUILDING HB



EAST ELEVATION BUILDING HB

BLOCK 8

SHEET No 7 of 11 SHEETS

Jonathan Wierowski
Applicant *Adam Horvath*

Iona Sore
Delegate of the Authority/Executive

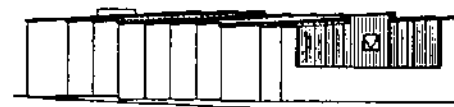
David Pryce
Registrar-General


LOTS: 1-14
SECTION: 122
DIVISION: WATSON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:NA

ELEVATION PLAN
COMMUNITY TITLE
SCHEME No 36



WEST ELEVATION



NORTH ELEVATION



EAST ELEVATION




SOUTH ELEVATION

BLOCK 9

SHEET No 8 of 11 SHEETS

Adam Howarth
 Applicant
Adam Howarth
 Applicant

Ima Sore
 Delegate of the Authority/Executive

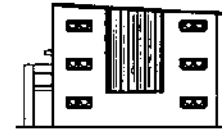
David Pryce
 Registrar-General

 Registrar-General

LOTS: 1-14
 SECTION: 122
 DIVISION: WATSON
 AUSTRALIAN CAPITAL TERRITORY
 Scale 1:NA

ELEVATION PLAN
 COMMUNITY TITLE
 SCHEME No 36



WEST ELEVATION



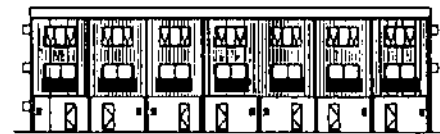
EAST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION



BLOCK 10

SHEET No 9 of 11 SHEETS

Signature
JUNATHAN TAMMOKHI
Signature
Applicant **ADAM HENRI**

Signature
Loma Sore
Delegate of the Authority/Executive

Signature
David Pryce
Registrar-General



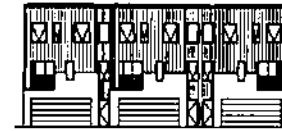
LOTS: 1-14
SECTION: 122
DIVISION: WATSON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:NA

ELEVATION PLAN

COMMUNITY TITLE
SCHEME No 36



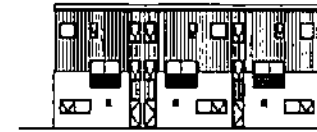
NORTH ELEVATION BUILDING LA



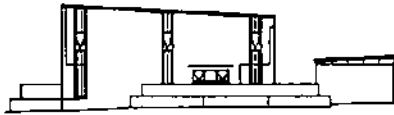
NORTH ELEVATION BUILDING LB



SOUTH ELEVATION BUILDING LA



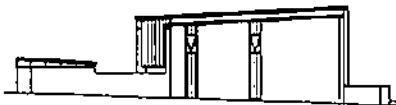
SOUTH ELEVATION BUILDING LB



WEST ELEVATION BUILDING LA



WEST ELEVATION BUILDING LB



EAST ELEVATION BUILDING LA



EAST ELEVATION BUILDING LB

BLOCK 11

SHEET No 10 of 11 SHEETS

Adam Hendry
Applicant **ADAM HENDRY**

Ima Sare
Delegate of the Authority/Executive

David Pryce
Registrar-General
Registrar-General



LOTS: 1-14
SECTION: 122
DIVISION: WATSON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:NA

ELEVATION PLAN

COMMUNITY TITLE
SCHEME No 36



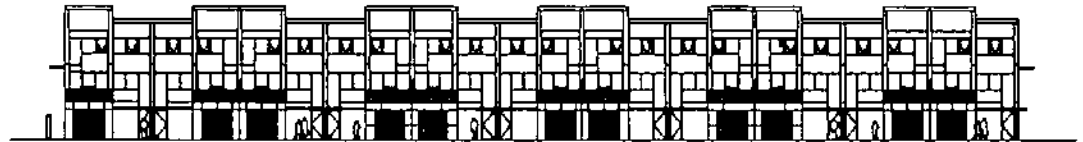
NORTH ELEVATION



EAST ELEVATION



SOUTH ELEVATION



WEST ELEVATION

BLOCK 12

SHEET No 11 of 11 SHEETS

Adam Hewitson
Applicant *ADAM HEWITSON*

Uma Sore
Delegata of the Authority/Executive

David Pryce
Registrar-General



LOTS: 1-14
SECTION: 122
DIVISION: WATSON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:NA

ELEVATION PLAN
COMMUNITY TITLE
SCHEME No 36

NØRREBRO
WATSON

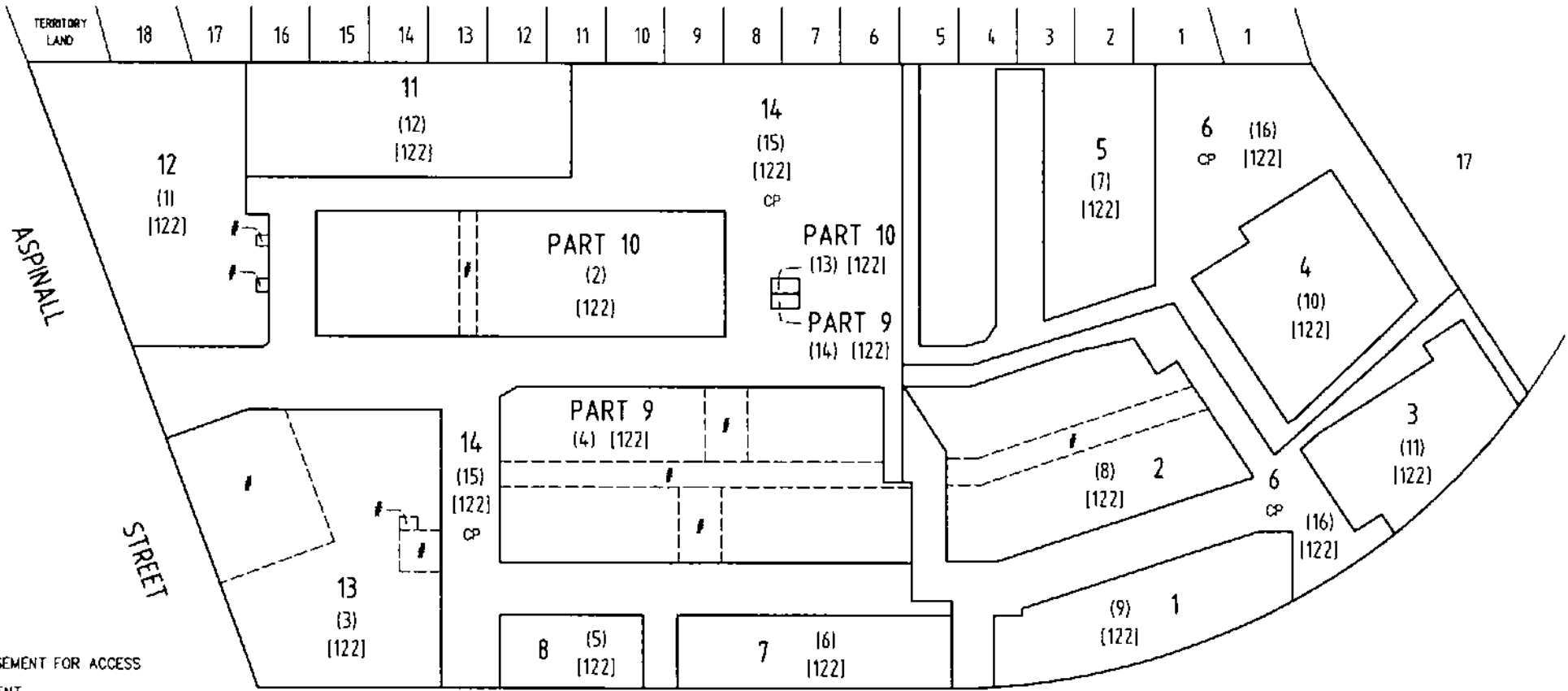
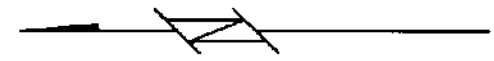
Community Title Scheme – Easement Plan

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122 Watson

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):

- EASEMENTS FOR SUPPORT - SECTION 70
- EASEMENTS FOR UTILITY SERVICES - SECTION 71
- EASEMENTS FOR SHELTER - SECTION 72
- EASEMENTS FOR PROJECTIONS - SECTION 73
- EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74




LEGEND
 --- EASEMENT FOR ACCESS
 # EASEMENT
 1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
 (1) DENOTES BLOCK NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
 [122] DENOTES SECTION NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
 18 DENOTES BLOCK NUMBERS OF ADJOINING BLOCKS
 CP DENOTES COMMON PROPERTY

NOTE
 STAGE 1 LOTS 1 - 6
 STAGE 2 LOTS 7 - 16

SHEET No 1 of 1 SHEETS

Applicant *ADAM HUBBERTS*

Delegate of the Authority/Executive
Ima Sore

Registrar-General
 David Pryce


LOTS: 1-14
 SECTION: 122
 DIVISION: WATSON
 AUSTRALIAN CAPITAL TERRITORY
 Scale 1:1000
 0 5 10 20 30 40 50 METRES

EASEMENT PLAN
COMMUNITY TITLE SCHEME No 36

NØRREBRO
WATSON

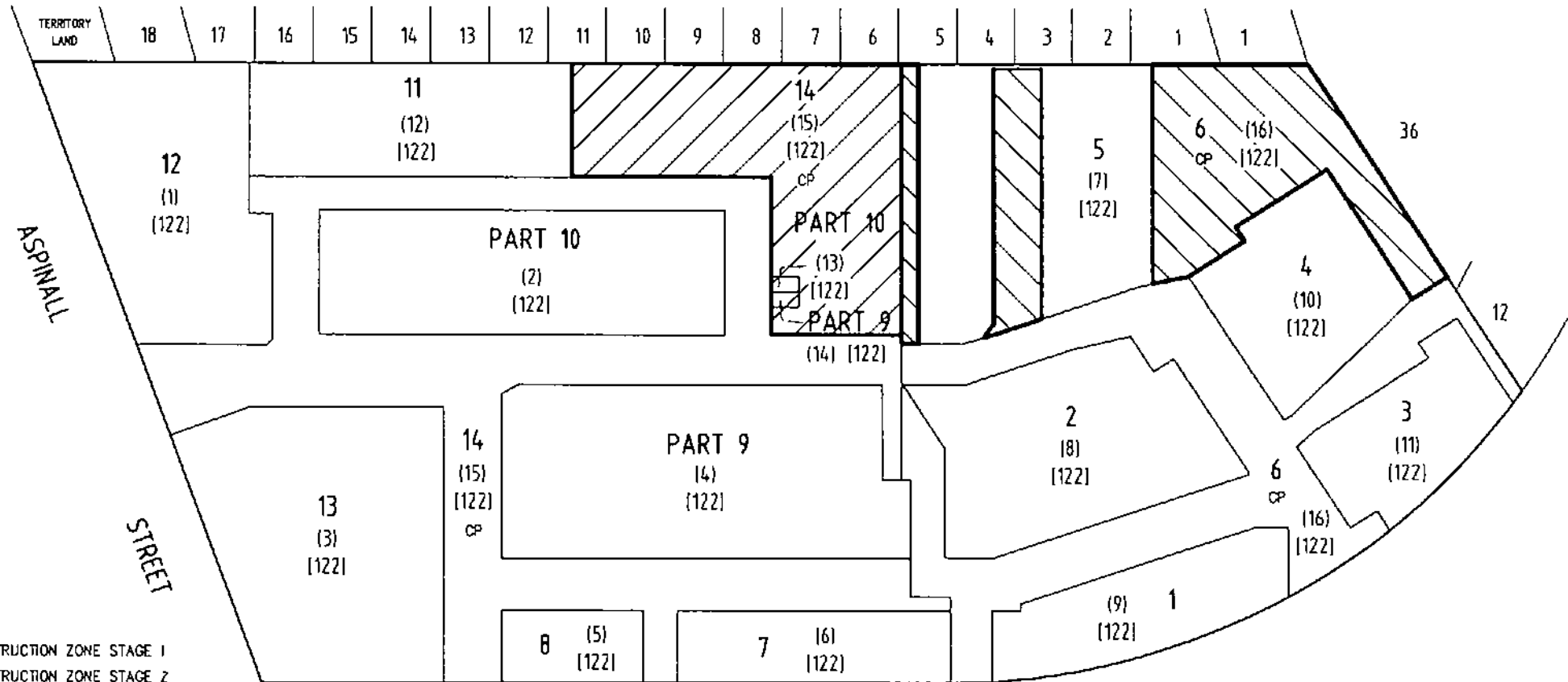
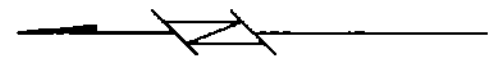
Community Title Scheme – Construction Zone Plan

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122 Watson

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):

- EASEMENTS FOR SUPPORT - SECTION 70
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- EASEMENTS FOR SHELTER - SECTION 72
- EASEMENTS FOR PROJECTIONS - SECTION 73
- EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY - SECTION 74



LEGEND

- CONSTRUCTION ZONE STAGE 1
- CONSTRUCTION ZONE STAGE 2

- 1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
- (1) DENOTES BLOCK NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
- [122] DENOTES SECTION NUMBERS IN DIVISION OF WATSON DEPOSITED PLAN 11671
- 18 DENOTES BLOCK NUMBERS OF ADJOINING BLOCKS
- CP DENOTES COMMON PROPERTY

NEGUS

CRESCENT

NOTE
STAGE 1 LOTS 1 - 6
STAGE 2 LOTS 7 - 14

SHEET No 1 of 1 SHEETS

Jonathan Tachevski
Applicant *ADAM HEWART*

Imma Sore
Delegate of the Authority/Executive

David Pryce
Registrar-General

LOTS: 1-14
SECTION: 122
DIVISION: WATSON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:1000
0 5 10 20 30 40 50 METRES

CONSTRUCTION ZONE
COMMUNITY TITLE
SCHEME No 36

Attachment 4 Lot Entitlement Schedule

Lots 1 – 14

Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Section 122
Watson



Our reference: 10422025

26 June 2020

Hamish Wise
HTI Group
hwise@htigroup.com.au

Dear Hamish,

Re | Community Entitlements Section 122 Watson

Please refer to the following schedule for the entitlements of each block.

Block No	Community Entitlement	CTS Lot Number
1	119	12
2	98	Part 10
3	122	13
4	121	Part 9
5	33	8
6	61	7
7	89	5
8	87	2
9	66	1
10	74	4
11	52	3
12	78	11
13		Part 10
14		Part 9

1000

Opteon (ACT) Pty Ltd

ABN 84 164 218 722

2/113 Canberra Avenue, Griffith, ACT 2603

P (02) 6248 7837 E act.instructions@opteonsolutions.com

F (02) 6232 6233 W www.opteonsolutions.com

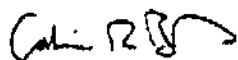
SOLUTIONS WITH EXCELLENCE

Liability limited by a scheme approved under Professional Standards Legislation

These assessments are only to be relied upon for the purpose of determining the Community Entitlement under the Community Titles Act 2001. The proposed schedule of community entitlement is reasonable, having regard to the prospective relative values of the lots on completion, as at 2 March 2020. This is based on the site inspection on 2 March 2020 and the proposed deposited plan annexed herein.

For further enquiries please contact the writer below.

Kind regards,



Calvin Rogers AAPI CPV, BCom, MProDev

Director

API No: 74018

PH 0410 521 659

calvin.rogers@opteonsolutions.com

FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★★☆☆☆☆ **6 STARS**
in Climate: 24 **SCORE: 77 POINTS**

Name:	Blake & Kimberley Davis	Ref No:	46932
House Title:	Unit 1, Block 1, Section 122	Date:	12-05-2026
Address:	Unit 46 of 3 Buninyong Street Watson		2602
Reference:	C:\REPORTS\...\BUNINYONG STREET WATSON 46 OF 3		

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	77											
Potential	80											

Incorporating these design options will add the additional points required to achieve the potential rating shown in the table Each point represents about a 1% change in energy efficiency. This list is only a guide to the range of options that could be used.

Design options	Additional points
Change curtain to	Heavy Drapes & Pelmets 3

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 1, Block 1, Section 122, Unit 46 of 3 Buninyong Street, Watson

Assessor's Name: Lindsay Collison

				Points		
Feature				Winter	Summer	Total
CEILING				15	0	15
Surface Area:	118	Insulation:	-104			
WALL				7	-2	4
Surface Area:	3	Insulation:	4	Mass:	-3	
FLOOR				22	-5	17
Surface Area:	16	Insulation:	-3	Mass:	4	
AIR LEAKAGE (Percentage of score shown for each element)				8	0	8
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	40 %			
Exhaust Fans	44 %	Doors	0 %			
Down Lights	0 %	Gaps (around frames)	16 %			
DESIGN FEATURES				0	1	1
Cross Ventilation	1					
ROOF GLAZING				0	0	0
Winter Gain	0	Winter Loss	0			
WINDOWS				13	-12	1
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
N	10	21%	-28	42	-12	1
Total	10	21%	-28	42	-12	1

* 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 12 points

				Winter	Summer	Total
RATING	★★★★★★			65	-19	77*

* includes 31 points from Area Adjustment

Detailed House Data

House Details

ClientName Blake & Kimberley Davis
HouseTitle Unit 1, Block 1, Section 122
StreetAddress Unit 46 of 3 Buninyong Street
Suburb Watson
Postcode 2602
AssessorName Lindsay Collison
FileCreated 12-05-2026
Comments

Climate Details

State
Town Canberra
Postcode 2600
Zone 24

Floor Details

<u>ID</u>	<u>Construction</u>	<u>Sub Floor</u>	<u>Upper</u>	<u>Shared</u>	<u>Foil</u>	<u>Carpet</u>	<u>Ins RValue</u>	<u>Area</u>
1	Suspended Slab	Enclosed	No	Yes	No	Tiles	R0.0	12.2m ²
2	Suspended Slab	Enclosed	No	Yes	No	Carp	R0.0	36.5m ²

Wall Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Ins RValue</u>	<u>Length</u>	<u>Height</u>
1	Framed: FC Sheet Clad	No	R1.5	5.8m	2.4m
2	Framed: FC Sheet Clad	No	R2.0	5.8m	2.4m
3	Framed: FC Sheet Clad	Yes	R0.0	20.5m	2.4m

Ceiling Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Foil</u>	<u>Ins RValue</u>	<u>Area</u>
1	Flat - Suspended Slab	Yes	No	R0.0	48.7m ²

Window Details

<u>ID</u>	<u>Dir</u>	<u>Height</u>	<u>Width</u>	<u>Utility</u>	<u>Glass</u>	<u>Frame</u>	<u>Curtain</u>	<u>Blind</u>	<u>Fixed & Adj Eave</u>	<u>Fixed Eave</u>	<u>Head to Eave</u>
1	N	2.1m	2.1m	No	DG	ALIMPR	HB	No	1.1m	1.1m	0.4m
2	N	2.1m	2.7m	No	DG	ALIMPR	HB	No	0.0m	0.0m	0.0m

Window Shading Details

<u>ID</u>	<u>Dir</u>	<u>Height</u>	<u>Width</u>	<u>Obst Height</u>	<u>Obst Dist</u>	<u>Obst Width</u>	<u>Obst Offset</u>	<u>LShape Left Fin</u>	<u>LShape Left Off</u>	<u>LShape Right Fin</u>	<u>LShape Right Off</u>
1	N	2.1m	2.1m	0.0m	0.0m	0.0m	0.0m	1.1m	0.2m	2.0m	0.3m

Zoning Details

Is there Cross Flow Ventilation ? Good

Air Leakage Details

Location Suburban
Is there More than One Storey ? No
Is the Entry open to the Living Area ? No
Area of Heavyweight Mass 0m²
Area of Lightweight Mass 0m²

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	2	0

Downlights	0	0
Skylights	0	0
Utility Doors	1	0
External Doors	0	0

Unflued Gas Heaters	0
Percentage of Windows Sealed	98%
Windows - Average Gap	Small
External Doors - Average Gap	Small
Gaps & Cracks Sealed	Yes

Rater Comments

House Details

ClientName	Blake & Kimberley Davis
HouseTitle	Unit 1, Block 1, Section 122
StreetAddress	Unit 46 of 3 Buninyong Street
Suburb	Watson
Postcode	2602
AssessorName	Lindsay Collison
FileCreated	12-05-2026

Rater Comments

MEASUREMENTS USED IN THIS ASSESSMENT

The Energy Rating recorded in this assessment is determined by assessing many elements of the structure and interior treatments including window and floor coverings. The area of external walls and windows, ceiling and floors are part of the assessment.

Some measurements used in this assessment may be nominal. Every effort is made by the assessor to accurately calculate the dimensions of property. However, often accurate and comprehensive plans indicating all dimensions of an existing property, particularly following alterations and extensions are not always available. The reader of this report should not rely on the accuracy of any dimensions used when making critical decisions relating to those dimensions. The assessor will not accept any liability should any discrepancy be revealed.

DESIGN OPTIONS

The design option suggestions to improve this energy rating may be additional to elements already in place. For example, the option to install 'Heavy Drapes and Pelmet' will take into account windows that already have Heavy Drapes and Pelmet installed. Insulation recommendations will take into account existing insulation values.

Some recommendations for improvement will not be practical in all circumstances. For example, if the dwelling is built on a concrete slab, it will be possible to install floor insulation.

DOOR SEALS AND WEATHER STRIPS

A wooden framed door is only considered to be sealed when a draft extruding device is fitted to the bottom of the door AND sealing tape or felt is fitting to the timber frame around the door opening.

WINDOW GLAZING RATIOS

Glazing areas in one direction greater than 25% of the nett conditioned floor area will reduce the Energy Efficiency Rating.

Energy Efficiency Rating **FACT** Sheet

QUICK FACTS

- Sellers of residential properties are required to provide an Energy Efficiency Rating (EER) to potential buyers. (*This is known as mandatory energy efficiency disclosure.*)
- The EER forms part of the Sale Contract and must be published in all advertising material
- The EER rating system uses computer simulations to assess the potential thermal comfort of your home. The more stars, the less likely the occupants need cooling or heating to stay comfortable.
- The ACT Government has two systems in place for Energy Ratings:
 - one is for new homes - (2nd Generation Software) and
 - one is for established homes – (1st Generation Software)

Residential Reports (and all other companies preparing reports for the sale of a property) uses 1st Generation Software.

- The consumption of energy in the home for heating, cooling, hot water or lighting and other appliances **IS NOT** considered when calculating the EER rating.
- Many aspects of solar passive designs are also not able to be accounted for in 1st Generation Software.

WHAT IS RATED?

The rating is dependent on:

- Layout of the home
- Construction of its roof, walls, windows and floor
- Wall, floor and ceiling insulations
- Orientation of windows and shading of the sun's path and local breezes
- Influence of the local climate

WHY IS THERE A DISCREPANCY BETWEEN MY OLD EER AND MY NEW EER?

- Increasingly, in a number of circumstances particularly where new homes have been rated using 2nd generation software and are being offered for sale where the rating must be conducted using 1st generation software, there can be a significant variation between the two ratings:
 - 1st generation software rates to 6 stars
 - 2nd generation software may rate up to 10 stars
- ACT Legislation currently **PROHIBITS** Inspectors from assuming insulation values which may have been the case previously. Documented proof or access for a visual sighting is now required to verify the existence and rating of insulation.

When you engage Residential Reports to complete your EER you have the peace of mind of knowing the Inspector undertaking your assessment is licensed in the ACT as a Class A Energy Assessor and your Energy Rating is calculated using software approved by the ACT Government.

Further information is available via the Environment, Planning and Sustainable Development Directorate
http://www.planning.act.gov.au/topics/design_build/design-and-siting/energy_ratings



Certificate of Currency

- Policy Number** BP20200022
- Item 1 **The Insured:** Residential Reports Pty Ltd
- Item 2 **Address:** 35 Poynton Street
HUGHES ACT 2605
- Item 3 **Professional Services covered by this policy:**
Pre Purchase Building Inspections (AS4349.1)
Special Purpose Building Inspections
Energy Rating Reports
Urban Pest Management
Termite Management including inspections - existing buildings and structures (AS3660.2)
Timber Pest Inspections (AS4349.3)
- Item 4 **Description of the Policy:** Professional Indemnity & Broadform Liability (CGU PIB 03-17)
- Item 5 **Period of Insurance:** From 20/07/2025 To 4.00 pm on 20/07/2026
- Item 6 **Particulars of Risk:**
Civil Liability Professional Indemnity
- | | | |
|-----------------------------|-------------|------------------------------------|
| 6.1 The Policy Limit is | \$5,000,000 | which includes all policy sections |
| 6.2 The Policy Excess is | \$20,000 | |
| 6.3 The Retroactive Date is | 20/07/2020 | |
- Public Liability**
- | | |
|-----------------|--------------|
| 6.4 Sum Insured | \$20,000,000 |
| 6.5 Excess | \$2,500 |

Date and Place of Issue 21/07/2025 Melbourne, Victoria

Signed for and on behalf of Insurance Australia Limited ABN 11 000 016 722



Najibi Bisso, Manager

This Certificate of Currency indicates policy cover effective as at the date of issue only

PAYMENT PENDING

As per terms and conditions in the Residential Reports Client Guarantee



Tax Invoice

Inspection Number 46932

Please ensure this number is used when making payment

8 May 2026

Blake & Kimberley Davis


For the Property at: 46/3 Buninyong Street Watson ACT 2602

NO PAY UPFRONT FIRST RATE ENERGY EFFICIENCY RATING PACKAGE	
First Rate Energy Efficiency Inspection & Report	372.73
Access Canberra EER Lodgement Fee (no GST)	41.00
Subtotal	413.73
Total GST	37.27
TOTAL INC GST	\$451.00

Thank you for your business

We offer comprehensive Pest Management Solutions!
Call now to book your regular Pest Control Service

No Pay Package Conditions: The Residential Reports invoice must be paid on settlement or within 180 days of the date of inspection, whichever comes first. We must be notified immediately if the property is not marketed within 3 months or is withdrawn from the market and the invoice must be settled within 14 days. Failure to adhere to these terms will result in associated legal and collection fees being applied to amount due.

PAYMENT OPTIONS	
	To avoid unallocated payments please use reference number: 46932
Credit Card	Please call 6288 0402 to provide card details. Your account is not debited until the day reports are released. Providing these details as soon as possible will ensure there is no delay when reports are ready.
Direct Deposit	Account Name: Residential Reports BSB: 012-997 Account Number: 2269 05945 Reference: 46932 IMPORTANT: PLEASE ensure this unique ID is used



A PERCENTAGE OF EVERY JOB IS DONATED TO OUR WITHOUT A ROOF PROGRAM

Every year we step into hundreds of homes, yet in our region there are still so many people living without acceptable, permanent or safe shelter. A percentage from each inspection we conduct is contributed to our in-house program 'Without a Roof' and periodically donated to make small changes to this big issue. To find out more visit residentialreports.com.au

Residential Reports Pty Limited ABN 38 609 880 122

35 Poynton Street Hughes ACT 2605 p 6288 0402 info@residentialreports.com.au

Member- Master Builders Association & The Australian Environmental Pest Managers Association

If a home was built before 1990 it may contain dangerous asbestos material

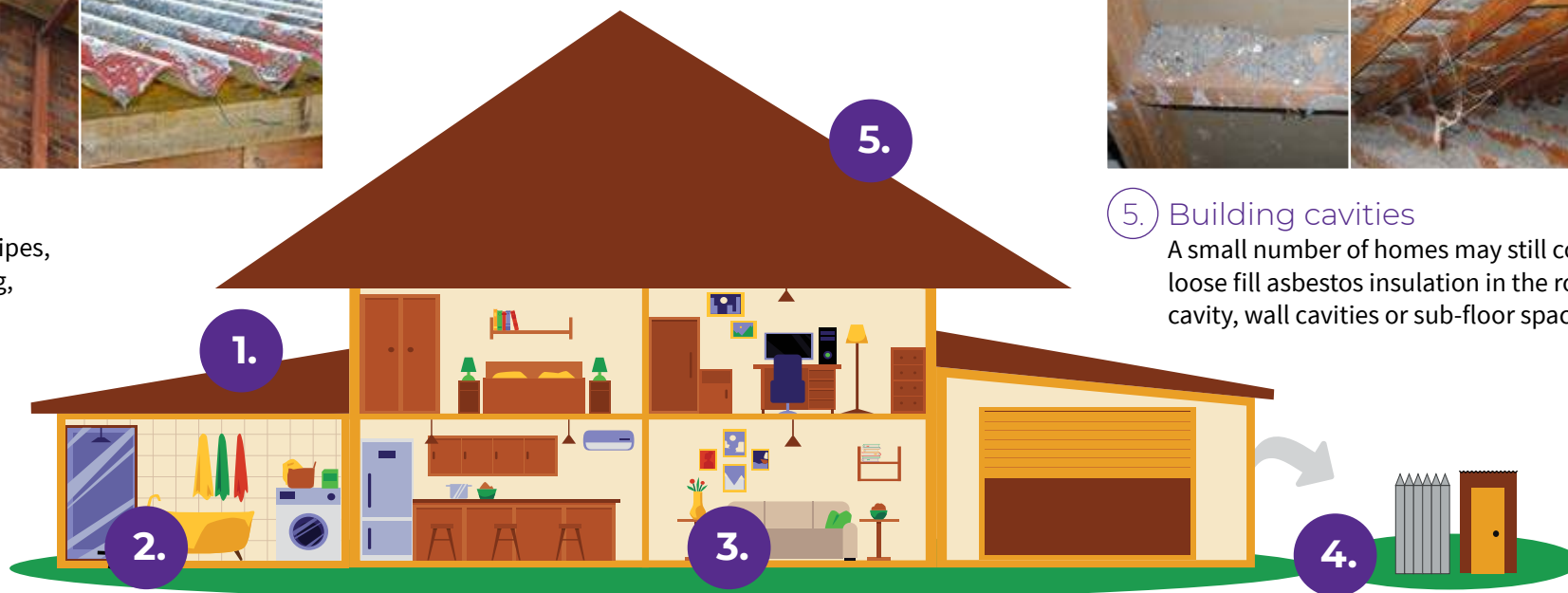
Identify where asbestos materials might be. Five common places are:



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.

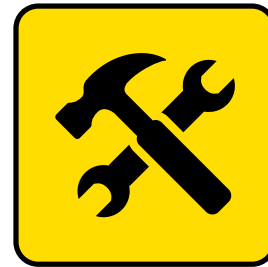
Asbestos materials become dangerous when:



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.