

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

Land	The unexpired term of the Lease	Unit 55	UP No. 4787	Block 10	Section 24	Division/District Phillip
	and known as 55/15 Irving Street Phillip ACT 2606					
Seller	Full name	Tayla Jade Ferris				
	ACN/ABN					
	Address	406/20 Wyandra Street, Newstead, QLD 4006				
Seller Solicitor	Firm	Elevated Legal Advisory				
	Email	amy@elevatedlegal.com.au				
	Phone	0478 681 058	Ref: Amy Perry			
	DX/Address	PO Box 5327, Braddon ACT 2612				
Stakeholder	Name	Hive Property (act) Pty Ltd				
Seller Agent	Firm	HIVE Property				
	Email	eva@hiveproperty.co				
	Phone	0415 668 718	Ref: Eva Bono			
	DX/Address	Level 1/4 Campion Street, Deakin, ACT 2600				
Restriction on Transfer	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 370 <input type="checkbox"/> section 280 <input type="checkbox"/> section 306 <input type="checkbox"/> section 351				
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
Occupancy	Mark one	<input type="checkbox"/> Vacant possession <input checked="" type="checkbox"/> Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Contract				
Goods	Description	Fixed floor coverings, window treatments and light fittings as inspected				
Date for Registration of Units Plan	Not applicable					
Date for Completion	On or before 30 days from the Date of this Contract					
Electronic Transaction?	<input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes, using Nominated ELN: PEXA			
Land Tax to be adjusted?	<input type="checkbox"/> No		<input type="checkbox"/> Yes			
Residential Withholding Tax	New residential premises?			<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes
	Potential residential land?			<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes
	Buyer required to make a withholding payment?			<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes (insert details on p.3)
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?			<input type="checkbox"/> No		<input type="checkbox"/> Yes
	Clearance Certificates attached for all the Sellers?			<input type="checkbox"/> No		<input type="checkbox"/> Yes

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

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

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

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

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- Proposed plan
- Inclusions list

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

- Inclusions list
- Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	% per annum
Interest rate if the defaulting party is the Buyer	10% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$550 (GST inclusive)

Tenancy Summary

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

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

Name		Phone	
Address			

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

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

Warnings

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

Disputes

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

Exchange of Contract

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

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

1. Definitions and interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

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

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

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

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

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

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

2. Terms of payment

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

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

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

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

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

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

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

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

3. Title to the Lease

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

4. Restrictions on transfer

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

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

5. Particulars of title and submission of transfer

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

6. Buyer rights and limitations

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

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

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

7. Seller warranties

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

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

7.2 The Seller warrants that on Completion:

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

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

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

8. Adjustments

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

9. Terms of possession

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

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

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

10. Inspection and condition of Property

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

11. Inspection of building file

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

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

12. Additional Seller obligations

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

13. Electronic transaction

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

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

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

Conveyancing Transaction has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

Electronic Workspace has the meaning given in the Participation Rules;

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

ELN has the meaning given in the Participation Rules;

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

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

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

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

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

Nominated ELN means the ELN specified in the Schedule;

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

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

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

- 13.2 This Conveyancing Transaction is to be conducted as an Electronic Transaction and this Contract is amended as required if:
- 13.2.1 this Contract says that it is an Electronic Transaction; or
- 13.2.2 the parties otherwise agree that it is to be conducted as an Electronic Transaction.
- 13.3 However, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:
- 13.3.1 if the title to the Lease is not Electronically Tradeable or the transfer of the Lease is not eligible 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. 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

- 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.

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 55 UP No. 4787
Block 10 Section 24 Phillip
55/15 Irving Street Phillip ACT 2606

SPECIAL CONDITIONS

54. DEFINITIONS

In this contract:

- (a) **Contract** means this Contract including the General Conditions, these Special Conditions and any Schedule, Appendix or Annexure;
- (b) **FATA** means *Foreign Acquisitions and Takeovers Act 1975* (Cth)
- (c) **Foreign Person** means:
 - i. a "foreign person" as defined in section 21A as the meaning is extended by section 4(6) of the FATA; or
 - ii. a "person to whom this section applies" within the meaning of section 26A as section 26A is affected by section 5A of the FATA.
- (d) **General Conditions** General Conditions means the ACT Law Society Contract for Sale CS09-2021 or as updated by the Law Society from time to time.
- (e) **Loss** includes any cost, liability, loss, fine, penalty, suit, claim, damage or proceeding.
- (f) **Raise Issue** means any of (and any combination of) the following:
 - i. make any claim (for damages or otherwise);
 - ii. make any requisition;
 - iii. object;
 - iv. deduct, or seek to deduct, from any monies otherwise payable to the Seller;
 - v. retain, or seek to retain, any monies otherwise payable to the Seller;
 - vi. rescind this Contract;
 - vii. terminate this Contract;
 - viii. require works to be undertaken to the Building or Land;
 - ix. require any documents, certificates, approvals or similar; or
 - x. delay Completion.

55. GENERAL

- (a) This Contract cannot be varied, except in in writing, which must be agreed to and executed by all parties.
- (b) A right created by this Contract cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or any other right of that party.

- (c) Each party must promptly execute all documents and do all things necessary or desirable to give full effect to the arrangements contained in this Contract.
- (d) The laws applicable in the Australian Capital Territory govern this Contract, and the parties submit to the non-exclusive jurisdiction of the courts of the State or Territory and any courts competent to hear appeals from those courts.
- (e) If a clause or part of a clause is unenforceable, voidable, invalid or illegal, it must be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is taken to be severed from this Contract without affecting the enforceability, validity or legality of the remaining clauses (or parts of the clauses) which will continue in full force and effect. This clause has no effect if the severance alters the basic nature of this Contract or is contrary to public policy.
- (f) A right or obligation of a party that can operate or have effect on or after the completion, expiration, termination or rescission of this Contract will not merge on the occurrence of that event but will remain in full force and effect.
- (g) This Contract is properly executed if each party executes either this document or an identical document. In the latter case, this Contract takes effect when the separately executed documents are exchanged between the parties.
- (h) To the extent that General Conditions are inconsistent with these special conditions, these special conditions override the General Conditions.

56. GENERAL CONDITION AMENDMENTS

To the extent as permitted by law the General Conditions are amended as follows:

- (a) clause 22.1.1 is amended by inserting '0' before the '%' symbol;
- (b) clause 22.1.2 is amended by inserting '10' before the '%' symbol;
- (c) clause 26.2 is deleted and replaced with the following:
 - i. 26.2 To serve a notice a party must:
 - 1. 26.2.1 leave it at; or
 - 2. 26.2.2 send it by a method of post requiring acknowledgement of receipt by the addressee; or
 - 3. 26.2.3 send it by facsimile or electronic mail; or
 - 4. 26.2.4 by delivering to an appropriate place in the facilities of a document exchange system,

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 to that party's solicitor.

- (d) insert additional clause 26.4 as follows:
- i. 26.4 A notice is given:
 1. 26.4.1 if hand delivered, on the date of delivery;
 2. 26.4.2 if sent by facsimile transmission, on the date that the sender's facsimile machine records that the facsimile has been successfully transmitted in its entirety;
 3. 26.4.3 if sent by electronic mail, on the date the sender's electronic mail delivery system records that the electronic mail has been successfully transmitted in its entirety;
 4. 26.4.4 sent by prepaid ordinary mail within Australia, on the date being 2 Business Days after the date of posting; or
 5. 26.4.5 sent by prepaid express post International airmail between countries, on the date that is 7 Business Days after the date of posting.

57. CONDITION OF PROPERTY

- (a) The Buyer warrants to the Seller that the Buyer is satisfied with the condition of the Property at the Date of this Contract including any legal and physical defects (latent or patent), infestations and dilapidation.
- (b) The Buyer acknowledges that the Seller has disclosed any Unapproved Structures on the Land and that, unless otherwise provided in this Contract. The Buyer must not Raise Issue or require the Seller to obtain the relevant approvals for the Unapproved Structures.
- (c) The Buyer acknowledges that the Seller makes no warranty as to the status of any contamination that may or may not be present on the Property including the soil, ground water or substrata. The Buyer relies on its own enquiries with regard to any contamination on the Property. The Buyer must not Raise Issue with regard to any contamination which may or may not be present on the Property.
- (d) The Buyer must not Raise Issue due to any matter in relation to the Seller or the Property which was disclosed to the Buyer, or was reasonably capable of being found or discovered by the Buyer had the Buyer undertaken the usual enquiries, investigations and searches about the Property as would reasonably be expected of a prudent Buyer, in a proper and diligent manner.
- (e) Notwithstanding any matter in clause 57(d) the Buyer may not Raise Issue in relation to any of the following matters:
 - i. any encroachment by or on the Property;
 - ii. any dispute regarding any dividing fence;
 - iii. requirements of an authority in relation to the Property;
 - iv. non-compliance of the Property with any law;

- v. the existence or non-existence of any services or utilities to or through the Property.

58. KEYS

The Seller will provide the Buyer with keys necessary to gain access to the dwelling on the Land, as well as any other keys in possession of the Seller on Completion. The Buyer must not Raise Issue regarding any keys provided, or not provided, by the Seller on Completion.

59. ADJUSTMENTS

- (a) If Completion does not occur on the Date for Completion due to the default of the Buyer, the Buyer acknowledges that Land Charges under General Condition 8.1 will be adjusted from the Date for Completion.
- (b) The Buyer acknowledges that notwithstanding clause 59(a), the Seller will remain entitled to the Income up to the date of Completion.

60. SELLER AGENT

- (a) The Buyer warrants that it was not introduced directly or indirectly to the Seller, or the Property, by any person other than the Seller Agent, or in circumstances that would give rise to any claim for commission or remuneration with respect to the sale of the Property by any other person.
- (b) The Buyer indemnifies the Seller against any Loss arising from a breach of the warranty in clause 60(a).

61. ENTIRE AGREEMENT

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

62. RELIANCE AND REPRESENTATIONS

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

63. FIRB APPROVAL

- (a) The Buyer warrants to the Seller that it does not require any approvals under the Australian Government's foreign investment policy to acquire the Property ("**FIRB Approval**") and that the Treasurer cannot make an order under Part II of the FATA regarding the acquisition of the Property by the Buyer.
- (b) The Buyer indemnifies the Seller against all liability or loss suffered or incurred by the Seller which arises directly or indirectly from a breach of any of the obligations of the Buyer under this clause 63.

64. DIRECTOR GUARANTEE AND INDEMNITY

If the Buyer is a corporation that is not listed on the Australian Stock Exchange or is a company limited by guarantee under the *Corporations Act 2001* (Cth), the Buyer acknowledges and confirms the following:

- (a) each director of the Buyer must and will provide a signed personal guarantee in the form of the Guarantee and Indemnity attached as Annexure A on the Date of this Contract ('Guarantee'); and
- (b) that each director of the Buyer has, on the Date of this Contract, properly executed the Guarantee attached to this Contract and agree to guarantee that corporation's performance of its obligations under this Contract.
- (c) The Buyer acknowledges and agrees that this Clause 64 is an essential term of this Contract.

65. INSOLVENCY AND INCAPACITY

- (a) If the Buyer is a corporation and:
 - i. petition is presented for the winding up of the Buyer and is not stayed, withdrawn or discharged within 21 days or a resolution is passed by the Buyer for its winding up;
 - ii. an administrator or controller (as defined in section 9 of the *Corporations Act 2001* (Cth)) is appointed over the whole or any part of the assets or undertakings of the Buyer;
 - iii. a liquidator is appointed in respect of the undertakings of the Buyer;
 - iv. becomes insolvent (as defined in section 9 of the *Corporations Act 2001* (Cth));
 - v. the Buyer enters any arrangement with its creditors in relation to the affairs of the Buyer,

then the Buyer will be deemed to be in default of this Contract and the Seller may terminate this Contract and General Condition 19 will apply.

- (b) A notice of termination under this clause 65 will not take effect during any stay period, as the term is defined in Section 451(E)(2) of the *Corporations Act 2001* (Cth)
- (c) If the Buyer is an individual and:
 - i. dies; or
 - ii. becomes incapable to manage their affairs due to unsoundness of mind,

then either party may rescind this Contract and General Condition 21 will apply.

ANNEXURE A: GUARANTEE AND INDEMNITY

In this Guarantee & Indemnity:

- (a) Guarantor means each director of the Buyer as at the Date of this Contract.
- (b) Any capitalised terms used in this Guarantee & Indemnity which are not defined have the corresponding meaning given to them in the Contract which this Guarantee & Indemnity forms an Annexure to.
- (c) In consideration of the Seller entering the Contract with the Buyer at the request of each Guarantor, each Guarantor guarantees to the Seller the payment of all money payable by the Buyer under the Contract and the performance of all other obligations imposed on the Buyer under the Contract.
- (d) Each Guarantor indemnifies the Seller against any Loss incurred by the Seller in connection with or arising from any breach or default by the Buyer of its obligations under the Contract.
- (e) Each Guarantor must pay on demand any money due to the Seller under the Guarantee & Indemnity.
- (f) Each Guarantor is jointly and severally liable with the Buyer to the Seller for the performance of the Buyer's obligations under the Contract and any damage incurred by the Seller due to the Buyer's failure to perform its obligations under the Contract.
- (g) Each and every guarantee and indemnity provided under the terms of this Guarantee & Indemnity are continuing and binds each Guarantor despite:
 - i. the death, bankruptcy or liquidation of any Guarantor;
 - ii. the resignation of any Guarantor as a director of the Buyer;
 - iii. any waiver or extension of time granted from the Seller to the Buyer;
 - iv. the Contract being held invalid or incomplete for any reason;
 - v. Completion of the Contract; or
 - vi. improper execution by the Buyer to the Contract.
- (h) Each Guarantor warrants that:
 - i. their obligations under this Guarantee & Indemnity are valid and binding;
 - ii. they are entering this Guarantee & Indemnity as an adult above the age of 18;
 - iii. are not acting in any capacity as a trustee; and

- iv. have been given an opportunity to seek independent legal and financial advice before entering this Guarantee & Indemnity.

Executed by in the presence of:

.....
Signature

.....
Signature of Witness

.....
Name of Guarantor
(Please print)

.....
Name of Witness
(Please print)

Swimming Pool Disclosure Statement

Premises	Unit	UP No.	Block	Section	Division/District
	55	4787	10	24	Phillip
and known as 55/15 Irving Street Phillip ACT 2606					

The Owner discloses, to the best of the Owner's knowledge and belief and as accurately as the Owner has been able to find out:

When:	Disclosure:
The Owner purchased the Premises	22/01/2020
The Premises were built	2019
Building approval for the premises was granted (if the Premises were built by the current owner)	N/A
Construction of the pool was completed	2019
Any alterations to the pool were completed	N/A

Standing exemptions:	Disclosure:
Does a standing exemption apply to the pool?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, the following standing exemption applies and circumstances for the exception:	<input type="checkbox"/> a regulated swimming pool that is a demountable pool in place for not more than 3 consecutive days <input type="checkbox"/> a regulated swimming pool built before 1 May 2023 that is a spa (wherever located) covered and secured by a lockable child-resistant structure (such as a door, lid, grille or mesh) that: <ul style="list-style-type: none"> (a) is of substantial construction and having no opening through which it is possible to pass a testing apparatus; and (b) is securely fastened by a device that is itself of substantial construction and has no opening through which it is possible to pass a testing apparatus. <input type="checkbox"/> a regulated swimming pool built before 1 May 2023 that is a spa (located on apartment balcony) if the balcony is accessible only through self-closing and self-latching doors or windows. <input type="checkbox"/> Other: _____



Product	Title Details
Date/Time	08/05/2026 11:38AM
Customer Reference	20260329
Order ID	20260508000728
Cost	\$35.00

Volume 2435 Folio 75 Edition 3

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Phillip Section 24 Block 10 on Deposited Plan 11547 with 279 units on Unit Plan 4787

Unit 55 (Class A) entitlement 35 of 10000, 3 subsidiaries

Lease commenced on 02/12/2019, terminating on 30/07/2097

Proprietor

Tayla Jade Ferris

17 Tatchell Street Calwell ACT 2905

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
23/03/2022	3147270	Mortgage to Members Equity Bank Limited (ACN: 070 887 679)

End of interests

AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH

LAND

Phillip Section 24 Block 10 on Deposited Plan 11547 with 279 units on Unit Plan 4787

Lease commenced on 02/12/2019, terminating on 30/07/2097

COMMON PROPERTY

Proprietor

The Owners-Units Plan No 4787

Bright & Duggan (ACT) Pty Ltd, PO Box 281 Crows Nest NSW 1585

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Subject to Easement in Unit Plan: Current

Registered Date	Dealing Number	Description
13/07/2020	3012067	Application to Note Special Resolution
09/04/2021	3067427	Application to Note Special Resolution
03/01/2024	3287113	Application to Note Special Resolution - Refer Instrument
20/01/2025	3355832	Application to Note Special Resolution - Refer Instrument

End of interests



Access Canberra.

Chief Minister



SR\$3012067

01/07/2020 14:00:25 Skid D

3012067

BY OWNERS CORPORATION

Form 094 - SR

Land Titles Act 1925

LOGGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
Civium Property Group	Aljo.basilio@civium.com.au	1300 724 256

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2435/20 2342-23	Phillip	24	10	4787

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

Changes indicated in italics

That in accordance with Section 108 of the Unit Titles (Management) Act 2011, the Owners Corporation agrees to endorse the registration of the 'House Rules', with any costs associated with registration to be paid from the Administrative Fund. A copy of the amended House Rules is attached to the agenda.

8.1 It was resolved that Rule 14 would be amended to state the following:

- (1) All courtyards and balconies are always to be kept in a neat and tidy condition.
- (2) The use of loose grass-tops and light-weight sheets or covers (including loose BBQ lids) are not appropriate on the high-rise outdoor terraces and balconies. Hence the use of lightweight furniture is prohibited unless it is securely attached to the balcony or terrace floor slab.
- (3) Under no circumstances is anything to be left hanging over the balcony balustrades.

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- (a) The Outdoor Pool/BBQ area will be open for 24 hours daily and is subject to the Rules relating to nuisance (Rule 7) and noise (Rule 8).

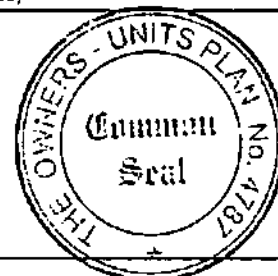
SUPPORTING DOCUMENTATION

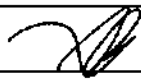
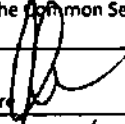
(Please tick appropriate item - Original signed copy must be supplied)




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

COMMON SEAL OF OWNERS CORPORATION

(Seal must be affixed)



EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL (The Common Seal was affixed in the presence of)	
Signature 	Signature 
Full Name (Block Letters) ALEXANDER BASILIO	Full Name (Block Letters) ALEXANDER RICHARDS
Address 17/23 Townshend St Phillip ACT 2606	Address 17/23 Townshend St Phillip ACT 2606
Office Held Associate	Office Held Manager

OFFICE USE ONLY		
Lodged by 	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by 		
Registered by	13 JUL 2020	Registration Date 
		13 JUL 2020

CIVIUM

**MINUTES OF
FIRST ANNUAL GENERAL MEETING 2020**

OWNERS UNIT PLAN - 4787

**15 Irving Street
PHILLIP ACT 2606**

Held on :

Tuesday, 18 February 2020 05:30 PM

Held at :

**The Hellenic Club Woden - Matilda St, Woden
ACT 2606**





CIVIUM

MINUTES OF THE FIRST ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION OF UNIT PLAN 4787

Held Tuesday, 18 February 2020 5:30 PM at The Hellenic Club Woden - Matilda St, Woden ACT 2606

Present

Amalgamated Property Group represented by Mr C Klose (100, 11, 139, 172, 181, 186, 199, 209, 214, 235, 236, 242, 243, 247, 248, 250, 253, 254, 255, 256, 268, 275, 276, 277, 278, 55, 56, 58, 76, 77, 83, 84, 90, 94), Mr D Brown & Ms F Brown (95), Graham Geoffrey Guest & Annette Margaret Guest (79), MKGAL PTY LTD (33), Mr A Duroux (116), Mr A Rambow & Mrs D Rambow (169), Mr A Thevendirarajah (20), Mr A Vidinovski (212), Mr C & Ms M Wiltshire (272), Mr C Klose (34), Mr C Rettke & Ms N Dwyer (252), Mr C Thompson-Lang & Ms M Mctier-Browne (257), Mr C Tulley & Ms M Tulley (260), Mr C Wiltshire (222), Mr D Fulton (39), Mr D Haggart (85), Mr D Hudson (167), Mr D Kang (146), Mr D Lewis & Ms K Lewis (261), Mr D Mclean (264), Mr F Fegan-Richards (185), Mr G Hutchison & Ms P Hutchison (27), Mr G Knobel & Ms M Knobel (262), Mr I Morison (46), Mr J Cobbler (70), Mr J Ferguson & Mr S Ferguson (63), Mr J Goodfellow (245), Mr J Henderson (105), Mr J Jones (80), Mr J Lynch & Ms J Lynch (40), Mr J Miaga (178), Mr J Pike (114), Mr K Horne (53), Mr K Namini (45), Mr K O'Brien (259), Mr K Plummer (266), Mr K Reiter & Ms A May (270), Mr L Corbo & Ms C Rapagna (251), Mr L McCauley (225), Mr M & Mrs B Caddick (183), Mr M Gahan & Ms A Gahan (160), Mr M O'Brien & Ms A O'Brien (98), Mr M Resurreccion & Ms M Resurreccion (231), Mr P Bugg (196), Mr P Fenton & Ms C Fenton (180), Mr P Henry (108), Mr P Stanton (86), Mr P Stephenson (61), Mr R Filmer (198), Mr R Frampton (82), Mr R Ungerer (133), Mr T Hollyman (155), Mr T Prawiradiraja & Ms C Ramo (215), Mr T Ryan & Ms S Shehzad (62), Mr T Weir & Ms R Weir (182), Mr X Huang (123), Mr Y Liu (10, 193), Mr Y Sych, Mr M Hamilton-Green & Ms T Shchelkonogova (14), Mr Z Buljat (68), Mr J Van Der Berg & Ms L Van Der Berg (101), Mrs I Tsyganov (213), Ms A Batty (240), Ms A Campbell (43), Ms A Hewitt (50), Ms A Streatfield & Mr J Shanks (228), Ms Angela Gai Taylor (148), Ms B Bissett (8), Ms B Goodwin (229), Ms C Bond (263), Ms C Hoy (71), Ms E Collyer & Ms L Collyer (75), Ms E Esposito (48), Ms E O'Rourke (15), Ms E Srbinovska (6), Ms E Tonkin (141), Ms E Zhen (47), Ms F Miao (74), Ms I Densworth (246), Ms I Stephens & Mr J Stephens (66), Ms J O'Brien (52), Ms J Peden (16), Ms J Penny (195), Ms K Bryant (158), Ms K Griffiths (32), Ms K Johnston-Sims & Mr D Palmer (18), Ms K Laurie (117), Ms K Malnar (207), Ms K Wettern (241), Ms K Wong (93), Ms L Caldicott (41), Ms Lynette Hunt (149), Ms M Condoleon (244), Ms M Dineen (129), Ms M Kennedy (7), Ms M Papastamos (205), Ms N Brownette (162), Ms O Afiabo & Mr H Afiabo (51), Ms R Daley (2), Ms R Farrell & Mr M Farrell (273), Ms R Laloz (150), Ms R Paolucci (24), Ms S Dharmagari & Mr N Dharmagari (31), Ms S Edwards (120), Ms S Lei (54), Ms S Ng (121), Ms T Heraghty (220), Ms T Packer (230), Ms Y Shyu (42)

In Attendance Mr B Butt (Civium Strata), Mr J Ferguson (Civium Strata), Mr J Smith (Civium

Strata), Mr J Welsh (Civium Strata), Mr N Jones (Civium Strata), Ms M Guerrero (Other), Ms M Tansey (Other)

Proxies Ms L Bull (17) in favour of Chairperson, Mr C Di Fabio (69) in favour of Ms M Guerrero, Mr C Roper & Ms C Burton (87) in favour of Mr C Wiltshire, Mr D Tansey (97) in favour of Ms M Tansey

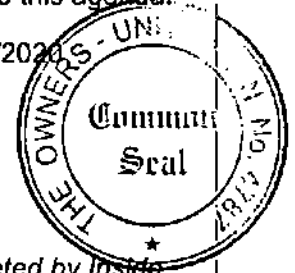
Apologies None

Chairperson Mr C Thompson-Lang



A Quorum was reached

MOTION	Motion for consideration
1	<p>Presentation of Inaugural Minutes (ACKNOWLEDGEMENT)</p> <p>In accordance with Schedule 3 Part 3.4 of the Unit Titles (Management) Act 2011, the Inaugural Minutes are now presented at the First Annual General Meeting of the Owners Corporation for acknowledgement.</p> <p><i>1.1 An owner raised a concern with the Bocce Lawn restrictions that were put in place by the Developer. It was advised that this is due to the risk of damage to the subsurface if direct impact/force was made. It was noted that activities that involved lightweight balls and did not result in a direct impact/force on the area were still permissible.</i></p> <p style="text-align: right;">Motion Acknowledged</p>
2	<p>Insurance Valuation (ORDINARY RESOLUTION)</p> <p>That the property of the Owners Corporation be re-valued for insurance purposes and that the Strata Managing Agent adjust the building sum insured in accordance with the valuation and consultation with the Executive Committee.</p> <p><i>2.1 The Managing Agent is to seek three quotes for the purpose of obtaining an Insurance Valuation for the Executive Committee's consideration.</i></p> <p style="text-align: right;">Motion Carried</p>
3	<p>Insurance Renewal (ORDINARY RESOLUTION)</p> <p>That the current Owners Corporations insurances be confirmed per the attached policy information contained with the agenda, and that Civium Property Group be authorised to effect the statutory and additional insurance of the Owners Corporation. The decision upon renewal of the insurance will be undertaken by the Executive Committee.</p> <p style="text-align: right;">Motion Carried</p>
4	<p>Review of the Financials & Budget (EDUCATIONAL)</p> <p>In accordance with Schedule 2 Part 2.2 of the <i>Unit Titles (Management) Act 2011</i>, That the Financial period dated the 2nd December 2019 - 17th January 2020 be presented.</p> <p>The initial 1st Year budget has also been attached to the agenda for overview purposes; this motion is purely educational for all owners of Ivy. Should owners have any</p>



questions, they should refer to the Budget Explanatory sheet attached to this agenda.

The Below instalment dates are for the Levy Period 02/12/2019 - 01/12/2020

1st instalment - 2nd December 2019

2nd instalment - 2nd March 2020

3rd instalment - 2nd June 2020

4th instalment - 2nd September 2020

4.1 A member raised a query on the Irrigation Repairs that were completed by Inside Outside. Subsequent to the meeting, it was confirmed that this was necessary as the irrigation had been damaged post-installation and would not be considered a defect.

Motion Acknowledged

5 Initial Sinking Fund Forecast (ORDINARY RESOLUTION)

That the Owners Corporation obtains a professional 10-year Sinking Fund forecast to be arranged jointly by the Managing Agent and Executive Committee.

5.1 The Managing Agent is to seek three quotes for the purpose of obtaining a Sinking Fund Forecast for the Executive Committee's consideration.

Motion Carried

6 Engagement of Contractors & Execution of Contracts (ORDINARY RESOLUTION)

That the Executive Committee be authorised to execute appropriate, preventative and on-going maintenance contracts relative to the high-quality upkeep of IVY - Units Plan 4787.

Motion Carried

7 Pet Approvals (ORDINARY RESOLUTION)

That the following units be granted Owners Corporation consent to keep up to 2 small / medium sized pets in their unit.

Unit 36, Unit 101, Unit 110, Unit 114, Unit 169,

Motion Carried

8 House Rules (SPECIAL RESOLUTION)

That in accordance with Section 108 of the Unit Titles (Management) Act 2011, the Owners Corporation agrees to endorse the registration of the 'House Rules', with any costs associated with registration to be paid from the Administrative Fund. A copy of the amended House Rules is attached to this agenda.

8.1 It was resolved that Rule 14 would be amended to state the following:

(1) All courtyards and balconies are always to be kept in a neat and tidy condition.

(2) The use of loose glass-tops and light-weight sheets or covers (including loose BBQ lids) are not appropriate on the high-rise outdoor terraces and balconies. Hence the use of lightweight furniture is prohibited unless it is securely attached to the balcony or terrace floor slab

(3) Under no circumstances is anything to be left hanging over the balcony balustrades.

8.2 It was resolved that Rule 18 (a) would be amended to state the following:
 (a) The Outdoor Pool/BBQ area will be open for 24 hours daily and is subject to the Rules relating to nuisance (Rule 7) and noise (Rule 8).

Motion Carried

9 Election of Executive Committee (ORDINARY RESOLUTION)

That the election of the Executive Committee takes place:

1. That nominations be received for the Executive Committee
2. That the number of members to the Executive Committee be determined
3. That the Executive Committee be elected

Nominations were received from the following members for the Executive Committee:

Ms E Srbinovskal (6)
 Mr G Hutchison (27)
 Mr N Dharmagari (31)
 Mr J Cole (32)
 Mr C Klose (34)
 Ms J Lynch (40)
 Ms A Campbell (43)
 Mr J Jones (80)
 Mr A Rambow (169)
 Mr L McCauley (225)
 Mr C Rettke (252)
 Mr C Thompson-Lang (257)
 Mr C Tulley (260)
 Mr C Wiltshire (272)

Following further discussion, it was agreed that the number of the Executive Committee be limited to 9 members. The nominees were invited to speak to their nominations, with a number of nominees withdrawing their nominations. It was agreed by those present that the following nine members be elected to form the Executive Committee for the remaining 2019/2020 period.

Ms E Srbinovskal (6)
 Mr C Klose (34)
 Ms A Campbell (43)
 Mr J Jones (80)
 Mr A Rambow (169)
 Mr L McCauley (225)
 Mr C Rettke (252)
 Mr C Thompson-Lang (257)
 Mr C Wiltshire (272)



Motion Carried

10 General Business

10.1 Gym Upgrades

Multiple owners provided suggestions on how to improve the current gym amenities. The Executive Committee and Managing Agent is to investigate whether these suggestions are viable.

10.2 Security

	<p><i>The Managing Agent advised that they are currently in the midst of obtaining CCTV quotations for the Executive Committees consideration as there are currently multiple concerns regarding the security of the building. These are, but not limited to, the length of time the garage roller door takes to come down after being activated, the fence height, the back and side gates and also the bike enclosure gate.</i></p>
10.3	<p>Disabled Access</p> <p><i>The Managing Agent advised that they are currently in consultations with Milin Builders on having a disabled lift for the pool area installed and also a disabled-friendly pool fence gate.</i></p>
10.4	<p>Mirrors in Basement</p> <p><i>The Managing Agent is to investigate the feasibility of having convex mirrors installed in the basement so that vehicles can see around the corners.</i></p>
10.5	<p>Irving Street parking</p> <p><i>A member raised concerns of residents parking on Irving Street just before the garage entrance. The Managing Agent advised that this is ACT Government road and that any complaints need to be made through the appropriate channels.</i></p>
10.6	<p>Common Property Signage</p> <p><i>Numerous members raised concerns with the current lack of signage around the complex. Multiple suggestions of signage were provided including, but not limited to, correct behaviours around the pool signage, CCTV cameras in use and no trespassing signs.</i></p>
10.7	<p>Strata Management Agreement</p> <p><i>The Managing Agent is to send through the current Strata Management Agreement to the Executive Committee.</i></p>

There being no further business the chairperson declared the meeting closed at 07:33 pm
Dated: 18 February 2020
Issued by Civium Property Group for and on behalf of the Owners Corporation.





The Owners Corporation – Units Plan 4787
15 Irving Street, Phillip, ACT 2606



House Rules

1. Definitions

- 1) In these rules:

executive committee representative means a person authorised in writing by the executive committee under rule 10 (4).

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

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

2. Payment of rates and taxes by unit owners

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

3. Repairs and maintenance

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

4. Erections and alterations

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

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

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

5. Use of common property

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



6. Hazardous use of unit

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

7. Use of unit—nuisance or annoyance

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

8. Noise

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

9. Illegal use of unit

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

10. What may an executive committee representative do?

- 1) An executive committee representative may do any of the following in relation to a unit at all reasonable times:
 - a) if the committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit— inspect the unit to investigate the breach;
 - b) carry out any maintenance required under the Act or these rules;
 - c) do anything else the owners corporation is required to do under the Act or these rules.
- 2) An executive committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned in subrule (1).
- 3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in subrule (1) unless—

- a) the executive committee or the representative has given the owner, occupier or user of the unit reasonable notice of his or her intention to do the thing; or
 - b) in an emergency, it is essential that it be done without notice.
- 4) The executive committee may give a written authority to a person to represent the corporation under this rule.

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

Note Executive committee decisions must be made by majority vote, or by unanimous vote if there are only 2 members of the committee (see sch 2, s 2.10).

- b) the seal must be attached in the presence of 2 executive members; and
- c) the executive members witnessing the attaching of the seal must sign the document as witnesses.

12. Ownership of Pets

That the residents of Units Plan 4787 be permitted to keep up to two small animals within their property without seeking prior approval.

Approval to keep animals by a unit owner or occupier may be withdrawn by the owners corporation via an Ordinary Resolution if the animal(s) becomes a nuisance or annoyance to other unit owners. All pets must be kept on a leash whilst on Common Property and any damage caused is the sole responsibility of the pets' owner.

13. Smoking

- 1) An Owner, Occupier or Guest must not smoke tobacco products or e-cigarettes, or allow any other person to smoke, on the Common Property, or within 5 metres of the building entrances, including but not limited to all vehicle parking levels, the ground floor and basement, in the gymnasium, the enclosed Pool zone (including BBQ area, the swimming pools and Spa), residential level corridors and access passageways and fire stairways.
- 2) If a unit owner or occupier smokes on their units balcony, they must ensure that it does not cause a nuisance to any other unit occupier and that they dispose of the cigarette butt in an appropriate manner





14. Balconies and terraces

- 1) All courtyards and balconies are always to be kept in a neat and tidy condition.
- 2) The use of loose glass-tops and light-weight sheets or covers (Including loose BBQ lids) are not appropriate on the high-rise outdoor terraces and balconies. Hence the use of lightweight furniture is prohibited unless it is securely attached to the balcony or terrace floor slab.
- 3) Under no circumstances is anything to be left hanging over the balcony balustrades.

15. Windscreens

Any modification/alterations to any windscreens provided are not permitted without consultation with an appropriate design consultant

16. Screen Doors

Screen doors are not permitted on the front doors of individual units, as the front doors are fire doors and installation of screen doors would be in breach of the fire regulations. It was also noted that the party walls cannot be tampered with so as to maintain their integrity for the fire rating, acoustic performance and thermal performance.

17. Storage in basements

Unit owners and occupiers are not permitted to use their car space as storage and all items are to be stored in their designated storage cages. Further to this, all items owned and stored within the storage cages are to be secured in a way that no items may spill out onto the Common Property.

18. Use of pool/BBQ, Gymnasium and Common areas

- 1) The enclosed pool area (including BBQs and gymnasium) are the property of the Owners Corporation (property owners) and are provided to benefit the Owners, Occupiers and their invited guests only. These areas are not for general public use.
- 2) Users of the common property areas are expected to respect the community atmosphere engendered by these areas and make every effort to keep them clean and tidy, and without risk to health and safety.
 - a) The Outdoor Pool/BBQ area is open for 24 hour use and is subject to the Rules relating to nuisance (Rule 7) and noise (Rule 8).
 - b) The Indoor Pool/Spa will be open for 24 hour use and is subject to the Rules relating to Nuisance (Rule 7) and noise (Rule 8)
 - c) The gymnasium is open for 24 hour use and is subject to the Rules relating to nuisance (Rule 7) and noise (Rule 8).
 - d) Use of glass in any Common Area is explicitly prohibited due to the significant WHS risk that this presents.
 - e) Owners and Occupiers must use the BBQ, gymnasium and pool areas in a safe manner and ensure that they comply with all ACT Health and Safety Legislative requirements that apply to the use of these facilities.

- f) Owners and Occupiers must ensure at all times they are suitably clothed and behaving in a manner not likely to offend other Owners and Occupiers in the BBQ, gymnasium and pool areas.

19. Common Property Parking

All residents and their visitors are to park in their designated car parking space as space for parking on the Common Property is strictly limited. If any resident requires a vehicle to be parked on the Common Property, permission must be sought from the Building Manager.

20. Window Furnishings

If any unit owner and/or tenant wish to install window and/or sliding door coverings to any external window and/or door, they must be installed on the inside of the window and/or door. All window and/or sliding door coverings must match the existing aesthetics of the building and must be approved by the Executive Committee. Hanging of sheets on windows and/or door coverings is prohibited.

21. Bocce Area Restrictions

That any game/activity which would result in a direct impact/force down upon the artificial synthetic surface are not permissible given the risk of damage to the subsurface.



**MINUTES OF THE INAUGURAL MEETING OF THE OWNERS
UNITS PLAN NO. 4787
BLOCK 10, SECTION 24, PHILLIP ACT**

- Venue:** Civium Strata
17-23 Townsend Street
Phillip ACT 2606
- Date:** 2nd December 2019
- Time:** 4pm
- Present:** Mr Chris Klose (Developer)
Miss Shannon Rawlings (Civium Strata)
Mr Jarrod Smith (Civium Strata)
- Chair:** Mr Chris Klose was elected chairperson for the meeting
- Quorum:** As all units are owned by the Developer a quorum was declared and the meeting proceeded.

BUSINESS

Mr Klose informed the meeting that the development situated at Block 10, Section 24, Phillip, comprising 279 units was registered on 2nd December 2019 at the Land Titles Office as Units Plan No. 4787. This meeting is necessary to put into effect certain requirements of the Unit Titles (Management) Act 2011 ("Act").

INSURANCE

MOTION 1

It was unanimously resolved that the Corporation should insure the development with CHU Underwriting Agencies as follows:

Buildings	\$88,000,000
Primary Public Liability	\$20,000,000
Loss of Rent	\$13,200,000
Voluntary Workers	\$200,000
Fidelity	\$100,000
Machinery Breakdown	\$100,000

It was also noted that the Developer have paid the total insurance premium in full prior to Units Plan registration. The Body Corporate will reimburse the Developer the cost of the Insurance Premium once enough funds have hit the Body Corporate Account.



SERVICES OF MANAGING AGENT

MOTION 2

It was unanimously resolved in accordance with Section 50 of the Act that:

- (a) Civium Holdings (ACT) Pty Ltd t/as Civium Strata ("Agent") be appointed as strata managing agent of Units Plan No.4787 for a period of 2 years from today's date;
- (b) The Owners Corporation delegate to the Agent all of its functions (other than those prohibited by the Act);
- (c) The Owners Corporation execute a written agreement, ("Agreement"), to give effect to this appointment and delegation;
- (d) The delegation is to the subject to the conditions and limitations set out in the Agreement; and
- (e) Authority is given for the common seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting

BUILDING MANAGER

MOTION 3

It was unanimously resolved that the Owner's Corporation of Units Plan 4787 appoint Civium Holdings Pty Ltd t/as Civium Strata, as onsite Building Management for a period of 2 years from today's date.

BANK ACCOUNT

MOTION 4

It was unanimously resolved that the Owners Corporation open a bank account in the name of the Owners of Units Plan 4787 with Macquarie Bank, 15 London Circuit, Canberra City, to be operated by Civium Strata until the Corporation resolves otherwise.

PLANS & CERTIFICATES

MOTION 5

It was unanimously resolved that the original Units Plan, Certificate of Title for the Common Property, and the Certificate of Compliance, where applicable, will be lodged by the Managing Agent for safe keeping and duplicate copies of the above and the Owners Corporation records will be held by Civium Strata until the members resolve otherwise.

COMMON SEAL

MOTION 6

It was unanimously resolved that a Common Seal be purchased. Approval was given to the Managing Agent to attach the Seal to Section 119 Certificates.

SECTION 119 CERTIFICATES

MOTION 7



It was unanimously resolved that Civium Strata would prepare the Section 119 Certificates as requested and that the charge for preparing the certificate would be paid direct to Civium Strata by the applicant.

BUDGET

MOTION 8

It was unanimously resolved that that contributions be determined to the Administrative Fund in accordance with Section 73 of the Act for the sum of \$738,472.97 for the period **2nd December 2019** to **1st December 2020** (and that the Administrative contributions be paid in accordance with unit entitlement with payment to be made by 4 instalments in advance due on **2nd December 2019**, **2nd March 2020**, **2nd June 2020** & **2nd September 2020**).

For the purposes of clarification and explanation, the Chairman advised that the Owners Corporation is not limited to expenditure identified in an individual line item, rather that there was to be flexibility in how funds were applied within the overall budget for the period. So, for example, an under spend in one area could be directed towards a different area. The objective being that the overall amount of levies and contributions outlined above was not to be exceeded.

In addition, the Chairman noted that should the incoming Executive Committee (to be elected at the First Annual General Meeting) increase the scope of any particular service or request a service that was not covered in the initial budget, that change of scope may lead to an increase in levies for unit owners.

RULES

MOTION 9

It was unanimously resolved that the default rules contained in the Act be adopted after the below amendments have been made

ADDRESS

MOTION 10

It was unanimously resolved the mailing address for the Owners Corporation would be registered as Locked Bag 3008, WODEN ACT 2606.

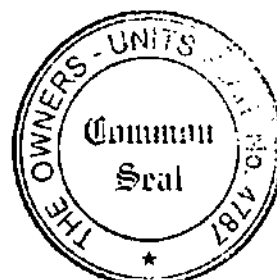
PETS

MOTION 11

It was unanimously resolved that owners may keep up to two small pets, and a secure aquarium without prior consent of the Owner's Corporation, provided that all aspects of the House Rules are adhered to.

It was unanimously resolved that the following owners have consent from the Owners Corporation to keep

- Unit 6 – 2 small / medium sized dogs;
- Unit 8 – 2 small / medium sized dogs;
- Unit 80 – 2 small / medium sized dogs;
- Unit 240 – 2 small / medium sized dogs;
- Unit 260 – 2 small / medium sized dogs



PLANT REGISTRATION

It was acknowledged that the initial registration of all plant equipment for UP 4787 is the responsibility of the developer. It is further acknowledged that any subsequent registration requirements will be the responsibility of the Owners Corporation.

AIRCONDITIONING SYSTEMS

It was noted that all units have air-conditioning systems; these air-conditioning units do not exist for any shared benefit and are not common property; it is therefore the unit owner's responsibility to repair and maintain their air-conditioning system. The Owners Corporation takes on no responsibility for the operation, maintenance and repairs of those services. It is recommended that unit owners engage a qualified contractor to clean and maintain their air-conditioning systems on a regular basis in accordance with the manufacturer's specifications.

BALCONIES

MOTION 1

It was *unanimously resolved* that courtyards and balconies are to be kept in a neat and tidy condition at all times. Under no circumstance is washing permitted on the courtyards and balconies.

INTERNAL CORRIDOORS AND WASTE AND RECYCLE ROOMS

MOTION 13

It was *unanimously resolved* that internal corridors and waste and recycling rooms are to be kept in a neat and tidy condition at all times.

SCREEN DOORS AND PARTY WALLS

MOTION 14

It was *unanimously resolved* that screen doors are not permitted on the front doors of individual units, as the front doors are fire doors and installation of screen doors would be in breach of the fire regulations. It was also noted that the party walls cannot be tampered with so as to maintain their integrity for the fire rating, acoustic performance and thermal performance.

STORAGE CAGES

MOTION 15

All units have a storage cage subsidiary situated in the basement on the relevant floor. It was *unanimously resolved* that the owners are to ensure all items owned and stored by them is contained within the storage cage and does not in any way spill out into the common property.

FIRE BRIGADE ATTENDANCES

MOTION 16

It was *unanimously resolved* that if any residents are responsible for activating the fire alarm, that they be responsible for any associated costs such as a Fire



Brigade attendance. It was noted that if a resident causes smoke to escape from their unit via the front door and activates the alarm unnecessarily, the responsibility of the associated costs would be placed onto the unit occupier.

EMERGENCY MANAGEMENT PLAN & ALTERNATIVE FIRE SOLUTION

MOTION 17

It was *unanimously resolved* that The Owners Corporation acknowledges the "Emergency Management Plan" detailed in the Fire Safety Science Fire Engineering Report, Document description: 2161700022 Fire Engineering Report V5.Doc. The strata manager is authorised to make necessary arrangements on behalf of the corporation to comply with the obligations contained within.

It was also *unanimously resolved* that The Owners Corporation acknowledges the "Alternative Fire Solution" detailed in the Fire Safety Science Fire Engineering Report, Document description: 2161700022 Fire Engineering Report V5.Doc. The strata manager is authorised to make necessary arrangements on behalf of the corporation to comply with the obligations contained within.

It was also *unanimously resolved* that The Owners Corporation acknowledges the obligations placed upon this Alternative Fire Solution as a part of ACT Fire & Rescue's Performance Solution Review acceptance dated 15/8/19.

Namely –

- A change of use for the building will require a reassessment of the fire safety measures;
- All fire safety systems within the building are to be maintained to the minimum requirements of the BCA and Australian Standards;
- Recommendation that an emergency management plan for the building be prepared in line with AS3745 Planning for Emergencies in Facilities.

HEIGHT SAFETY SYSTEM

MOTION 18

It was *unanimously resolved* that The Owners Corporation is responsible for the engaging of qualified contractors to maintain and re-certify the height safety system.

POOL

MOTION 19

It was *unanimously resolved* that The Owners Corporation is responsible for the engaging of qualified contractors to clean and maintain the pool and the pool equipment. It was noted that this is in addition to any obligation of the Builder during the Defects Liability Period.

GYM EQUIPMENT

MOTION 20

It was *unanimously resolved* that The Owners Corporation is responsible for the engaging of qualified contractors to clean and maintain the gym and the gym equipment. It was noted that this is in addition to any obligation of the Builder during the Defects Liability Period.

COMMON PROPERTY PARKING



MOTION 21

It was unanimously resolved that the residents and or their visitors are not to park on common property or any area outside of their allocated space within the complex.

WINDOW FURNISHINGS

MOTION 22

It was unanimously resolved that if any unit owners and/or tenants, at their expense wish to install window and/or sliding door coverings to any external window and/or door, they must be installed on the inside of the window and/or door. All window and/or sliding door coverings must match the existing aesthetics of the building. Hanging of sheets on windows and/or door coverings is prohibited.

SPECIAL PRIVILEGES

MOTION 23

It was unanimously resolved that pursuant to Section 22 of the Unit Titles (Management) Act 2011 the following special privileges would be granted:

- That the Developer, being the owner of any unsold units in the development, its agents and other authorised parties, be granted special privilege to erect temporary signage during business hours on the paved or landscaped common property for the purpose of selling any remaining units;
- That unrestricted access is provided to the Developer, its builders and any subcontractors, consultants and agents for the purpose of fulfilling any builders Warranty obligations; and
- That an owner is required to provide access to the Developer, its builders and any subcontractors to allow defects rectification works to be undertaken to their unit.

ORIGIN ENERGY - SERVICE CONTRACTS

MOTION 24

Assignment of Origin contracts

It was unanimously resolved that:

- (a) the Developer assigns to the Owners Corporation, and the Owners Corporation accepts, the assignment of all rights and benefits under the:
 - (i) Centralised Energy Equipment - Master Agreement Terms with reference number AJPIRVPHI202018 (**Master Agreement**) between the developer and Origin Energy Electricity Limited ABN 33 071 052 287 (**Origin**); and



- (ii) supply orders entered into between the Developer and Origin Energy under the Master Agreement being the:
 - A. Supply Order - Serviced Hot Water - Natural Gas; and
 - B. Supply Order - Metering Equipment for Embedded Networks,(collectively, the **Supply Orders**),
- (b) the Developer novates to the Owners Corporation, and the Owners Corporation accepts the novation of, all obligations and liabilities under the Master Agreement and the Supply Orders; and
- (c) the Owners Corporation will be bound by and will comply with all provisions of the Master Agreement and the Supply Orders, including taking out and maintaining the insurances required by clause 26 of the Master Agreement.

The common seal of the Owners Corporation was affixed to the assignment execution page of the Master Agreement to give effect to these resolutions.

Owners Corporation responsibilities

It was unanimously resolved that upon request by Origin Energy in relation to recovering outstanding retail service fees, the Owners Corporation will:

- (d) provide a register of Owners to Origin Energy;
- (e) deliver a letter on behalf of Origin Energy to the relevant Owner's mailing address; or
- (f) deliver an email on behalf of Origin Energy to the relevant Owner.

Telecommunication Services

OPENetworks Pty Ltd ACN 118 525 821 (**OPENetworks**) has installed the broadband telecommunication network at the development.

Access Licence Agreement

It was unanimously resolved that the Owners Corporation would grant OPENetworks a licence to access the development and deploy network equipment at the development.

Managed Access Port Services Agreement

It was unanimously resolved that the Owners Corporation would appoint OPENetworks to provide managed access port services, and maintain certain optical network.



BOCCE AREA RESTRICTIONS

MOTION 25

It was *unanimously resolved* that restrictions be made to the outdoor area located adjacent to the Eastern playground area which had been originally intended to act as a Bocce lawn. Following advice from the Landscape Architect and Landscaping Contractor it was noted that the game of bocce would most likely result in deformation of the subsurface provided for this area. Given consideration to this ongoing maintenance risk, coupled with the area's vicinity to a child's playground, the Developer has advised that this area has now been designed & constructed to suit use as a lawn bowls (or the like) area.

As such it is agreed that restrictions be placed upon the use of this area such that any games / activities which result in a direct impact /force down upon the artificial synthetic surface are not to be permissible given the risk of damage to the subsurface.

FIRST ANNUAL GENERAL MEETING

It was noted that the First Annual General Meeting will be held within three months of registration of the Units Plan.

COMMITTEE

It was noted that in accordance with the provisions of the Act until the first Annual General Meeting (AGM) the Committee shall consist of all members of the Corporation

CLOSURE

There being no further business the meeting was closed at 5.00pm.





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LODGING PARTY DETAILS

Name	Email Address	Contact Telephone Number
Civium Property Group	bharani.karunyamurthi@civium.com.au	1300724256

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2435:20	PHILLIP	24	10	4787

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

Motion 16 – Endorsement of Pet Rule (SPECIAL RESOLUTION)
Refer to the Minutes attached.

Motion 17 – Endorsement of Owners Corporation Rule (SPECIAL RESOLUTION)
Refer to the Minutes attached.

SUPPORTING DOCUMENTATION (Please tick appropriate item – Original signed copy must be supplied)	COMMON SEAL OF OWNERS CORPORATION (Seal must be affixed)
--	---

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

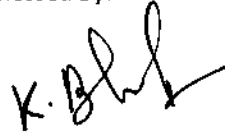
*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:



Mark Marek Zezulka
Divisional Community Relationship Manager

Witnessed By:



Bharani Kumar Karuniamurthi
Community Relationship Associate

for: The Proprietors of Units Plan 4787
on behalf of the Registered Proprietor/Managing Agent

OFFICE USE ONLY

self-rep pack sighted

Lodged by	TS	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by	EB	Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	YU	Registration Date	09.04.21



MINUTES OF ANNUAL GENERAL MEETING 2021

OWNERS UNIT PLAN - 4787

**15 Irving Street
PHILLIP ACT 2606**

Held on :

Thursday, 18 February 2021 06:00 PM

Held at :

**Hellenic Club Woden - Olympus Room
Matilda Street, Woden ACT 2606**



MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION OF UNIT PLAN 4787

Held Thursday, 18 February 2021 6:00 PM at
Hellenic Club Woden - Olympus Room
Matilda Street, Woden ACT 2606

Present

Natalie Dwyer (Lot 252), Aidan G Fletcher & Rebecca A M Daley (Lot 2), Alexandra Kaitlin Hewitt (Lot 50), Andrew Rambow & Denise Rhonda Rambow (Lot 169), Andrew Vincent Benson (Lot 277), Angela Voerman Batty (Lot 240), Angy Marie Campbell & Andrew James Campbell (Lot 43), Anthony Di Placido (Lot 258), Ashan Arulchelvan Thevendirarajah (Lot 20), Belinda Anne Stuart (Lot 56), Bernard Anthony Stoker & Colleen Lorna Stoker (Lot 256), Beryl Joyce Goodwin (Lot 229), Boon Heo Lim & Soo Bee Lim (Lot 269), Brian Mcpherson (Lot 11), Bryan James Robertson & Brenda Robertson (Lot 172), Christopher Robin Roper & Cynthia Lynn Burton (Lot 87), Claire Elizabeth Bond (Lot 263), Claire Louise Howe (Lot 91), CMB Fund Management Pty Ltd ATF CMB Superannuation fund - Craig Wiltshire (Lot 222, Lot 272), Daniel James Fulton (Lot 39), Daniel John Haggard & Annamaria Zuffo (Lot 85), David A Brown & Frances Brown (Lot 94), David Lewis & Karen Lewis (Lot 261), Dean Hudson (Lot 167), Dennis Edward McAlister & Julie Ann McAlister (Lot 96), Donald Craig Mclean & Marie Therese Galea (Lot 264), Duncan Ross (Lot 235), Edward Emile Puric (Lot 254), Elizabeth Cheryl Collyer (Lot 75), Geoffrey David Knobel (Lot 262), Graham Geoffrey Guest & Annette Margaret Guest (Lot 79), Guy Hutchison & Patricia Gayle Hutchison (Lot 27), Helen Truong (Lot 223), Igor Srbinovski & Emily Srbinovska (Lot 6), Jack James Ferguson & Sam Cooper Ferguson (Lot 63), Jacqueline Claire Bunt (Lot 139), James Lynch (Lot 40), Jason Andrew Elborne Jones & Debra Joy Jones (Lot 80), Jed Andrew Goodfellow (Lot 245), Johannes Henrikus Van Der Berg & Linda Van Der Berg (Lot 101), John Alexander MacPherson & Donna May MacPherson (Lot 208), Joshua Gordon Pike (Lot 114), Julianne Mary O'Brien (Lot 52), Kathlon Pty Ltd ACN 008 542 087 atf J & K Bradley Super Fund ABN 18 371 294 (Lot 72), Kaveh Alizadeh Namini (Lot 45), Kevin F & Julia M O'Brien (Lot 259), Kim Louise Bryant (Lot 158), Kirren James Horne (Lot 53), Kui Foon Wong (Lot 93), Kurt John Plummer (Lot 266), Kurt Reiter & Annette Leanne May (Lot 270), Laura Jane Caldicott (Lot 41), Lawrence Christian McCauley (Lot 225), Lynette Hunt (Lot 149), Madeline Joy Dineen (Lot 129), Martin Denise & Belinda Nijole Caddick (Lot 183), Maximillian Wolthers & Maria Dolores Chicaiza Barros (Lot 271), Megan Lesley Barker (Lot 100), Michael Anthony O'Brien & Annette O'Brien (Lot 98), Michael Vincent Gahan & Ann Maree Gahan (Lot 160), Michelle Rita Tulley (Lot 260), Mr Jessie Angelo Miaga (Lot 178), Ms Angela Gai Taylor (Lot 148), Navaneeth Dharmagari (Lot 31), Nikola Josipovic (Lot 199), Patrick James Meany & Patricia Mary Meany (Lot 247), Paul Anthony Stanton & Margaret Kathleen Stanton (Lot 86), Paul Edwin Stephenson (Lot 61), Peter Fenton & Catherine Saw Choo Fenton (Lot 180), Rachel Laloz (Lot 150), Robert Alan Ungerer (Lot 133), Roger Martin Poels (Lot 92), Ryan Mavin & Rebecca Pollock (Lot 275), Samantha Harbecke Edwards (Lot 120), Shawn Paul Owens (Lot 147), Tegan R Packer (Lot 230), Terence Weir (Lot 162), Teresifa Manouhat Heraghty (Lot 220), Tessa Mackay Mues & Brian Alastair



Civium Rep(s) Mr J Smith (Civium Strata), Mr M Zezulka (Civium Strata)

Proxies Rebecca Anne Laufer (Lot 124) for Ms A Campbell (43), Su Mei Van (Lot 202) for Ms A Campbell (43), Raffaella Paolucci (Lot 24) for Mr C Tulley.

Apologies None

Voting Papers Peter John Henry (Lot 108), Katherine Lee Laurie (Lot 117), Regan Barton & Melissa Brown (Lot 122), Svetlana Nicolaevna Korukina (Lot 181), Patrick Bugg & Timothy Thicknesse (Lot 196), Maggie Rose O'Neill & Caitlin Mary O'Neill (Lot 206), Anthony David Vidinovski (Lot 212), Theodore Putra Prawiradiraja & Carol Ann Jazelle Lumbre Ramo (Lot 215), Francesco Leonardi (Lot 227), Ashleigh Lauren Streatfield & Jacob Benjamin Shanks (Lot 228), Margo Helen Condoleon (Lot 244), Rachel Elizabeth Farrell & Martin Frank Farrell (Lot 273), Sylvain Max Van Gelder & Carol Mary Van Gelder & Anna-Louise Kimpton & Philip James Kimpton (Lot 78), Bernadette Mary Bissett (Lot 8), Joshua L Clifford & Mellisa M Behn (Lot 95)

Chairperson Mr C Tulley

Reduced Quorum Meeting

MOTION	Motion for consideration
	<p>Proceedings of Meeting</p> <p><i>Meeting Opened 6:00pm</i></p> <p><i>As the meeting was running on a Reduced Quorum, it was agreed by all owners present to proceed with the meeting at 6:00pm to avoid a 30 min reduced quorum wait.</i></p> <p><i>The Chairperson opened the meeting with a run through of the evening.</i></p> <p><i>Civium explained the meeting protocol expectations.</i></p>
	<p>Chairperson Report</p> <p><i>The Chairperson acknowledged and thanks members of the Owners Corporation for their contributions with special acknowledgements to:</i></p> <ul style="list-style-type: none"> - Mr Kevin O'Brien - Ms Coleen Stoker - Ms Margo Condoleon - Ms Angie Taylor - Mr Nathan Jones. <p>ACAT Case <i>Units Plan 4787 v FAN remains outstanding, last update was that a ruling will be handed down by the end of February.</i></p>



Improved communication have worked well, many thanks to:

- Ms Angy Campbell
- Ms Julie O'Brien
- Ms Emily Srbinovska

Supported over 20 EC and AGM preparation meetings and 3 town halls.

1 Minutes (ORDINARY RESOLUTION)

That the Owners Corporation:

Agrees the minutes of the First Annual General Meeting of the Owners Corporation, held on 18 February 2020, are a true and accurate account of the proceedings at that meeting.

For : 96 Against : 0 Abstained : 0 **Motion Carried**

2 Insurance Renewal (ORDINARY RESOLUTION)

That the Owners Corporation:

1. Confirms the CHU insurance policies renewed for 6 months on 5 November 2020 and agrees the coverage limits are adequate for the present.
2. Authorises the Executive Committee to review and decide on new insurance and coverage limits before renewal of these policies falls due.

Authorises the Strata Manager to effect these new statutory and additional insurance requirements of the Owners Corporation.

For : 96 Against : 0 Abstained : 0 **Motion Carried**

3 Insurance Claims (ORDINARY RESOLUTION)

That the Owners Corporation:

1. Notes it has not been advised to date of any outstanding Insurance Claims on policies held by the Owners Corporation.
2. Requests unit owners to advise Civium Property Group of any new claims which may require lodgement against the Owners Corporation's insurance policy.

For : 96 Against : 0 Abstained : 0 **Motion Carried**

4 Financial Statements and Accounting Records (ORDINARY RESOLUTION)

That the Owners Corporation:

1. Adopts the financial statement of accounts for the year ending 1 December 2020;
2. Notes that administration fund expenditures for the year exceeded administration fund revenue by \$114,309.36 inclusive of GST;
3. Notes that given that the quarterly administration fund levies were maintained at year one rates for another quarter that expenditures for the additional quarter are expected to exceed revenue for the quarter by no more than \$28,577.34 inclusive of GST (average deficit amount for the last four quarters);
4. Notes that the Owners Corporation was only able to continue to pay bills as they became due because special funds raised for the CCTV system and building improvement contingency fund were used; and



5. Notes that the shortfall in funding will need to be corrected by a special levy of \$142,886.70 inclusive of GST.

4.1 Owners sought clarity regarding the use of the CCTV Special Levy. The Treasurer explained that the matter was identified when he accepted the role and worked with Civium in having it identified and resolved.

4.2 Owners sought clarity on how a deficit budget could be avoided into the future. Explained by the Treasurer that current committee have a strong understanding of the systems and finances now with Civium and the new budget being proposed to owners tonight will help Ivy move into a comfortable position again.

4.3 Mr J Smith (Civium) spoke to the meeting regarding the handling of Finances and the process of how funds were mis-represented between both the Special Purpose and Administrative Fund. It was understood that a Building Improvement fund was specifically setup for assisting in a potential deficit, rather than, what the mis-understanding was by Civium, having this to resolve an issue with the funds raised with the previous Treasurer in July 2020. Mr J Smith (Civium) apologised to the Owners Corporation.

4.4 Mr J Smith (Civium) further explained the hurdles that the Developers Budget was not able to foresee expenses, such as additional works with the Waste Collections. Civium or the Executive Committee could not have seen that the expenses could have exceeded in some line items within the first few months of residents moving in.

4.5 Owners asked why Civium knew of this issue in July 2020, while the Executive Committee as a whole discovered this late in 2020. This was identified to be with the mis-understanding during the Special General Meeting funds being raised under Motion 3 of that meeting.

4.6 Mr J Smith (Civium) explained that a developers budget cannot change by more than 5% from what was in the Sales Contracts. The Chairperson provided clarity to the Owners that Civium in fact has not cost the Owners corporation, but rather time for the Executive Committee to look into this matter.

4.7 Mr J Smith (Civium) clarified that Civium has not been drawing fees, as requested by the EC, since the mis-use of funds was identified and until such time that the Owners Corporation is financial again.

4.8 An owner requested that Civium consider some sort of compensation due to the financial circumstance the Owners Corporation finds itself in. Mr J Smith (Civium) advised that a discussion will be opened with the Executive Committee.

The OC sought clarification on a number of issues;

OC: Were owners asked if CCTV funds could be used for general admin funds?

Civium: No, however the Civium worked with the EC to determine an appropriate path forward.

- No vote was offered
- There were administrative issues within Civium
- Civium acknowledges they have breached the UTMA as a result of their actions

OC: How can the OC be confident that this situation will not arise again?

Civium: Civium did not cause the shortfall of funds.

EC Noted that moving forward the EC has developed a clearer understanding of the financials and processes under which we must operate.



OC: Can Civium please respond to the previous question appropriately?

Civium:

- Bank Account issues in part led to the problems arising
- Civium had a lack of understanding as to what was being setup and when
- Civium did not lose any funds, simply put them in the wrong spot
- Staff within Civium mis-understood the use of the special levy funds
- Why a shortfall? Its challenging to forecast throughout a build schedule

OC: If the strata manager new of the financial problems in July why was it left to the EC to discover the problems in November?

Civium: There was a lack of understanding as to the magnitude of the problem.

OC: Who is the senior responsible person associated with the finance team within Civium?

Civium: Clair Yeung

OC: How can the OC have trust and faith in Civium?

Civium: Now that Civium is aware of the complete picture, Civium will work to oversee the ongoing management from the management layer down. There is now a team of 6 working on lvy for strata management.

OC: Is the finance person a qualified accountant?

Civium: Yes, the finance person is a qualified accountant.

OC: Will Civium offer compensation or an apology for its actions?

Civium: Civium unreservedly apologises for the challenges faced, The owners of the business will be consulted in regard to compensation.

OC: Civium with all your experience, how is it that you could not forecast these issues?

Civium: Given the nature of the issues, it was not possible to forecast the problems

OC: Why are we paying an additional 5% to Civium?

Civium: The 5% may form a part of the compensation discussion, It's very clear from a Civium perspective there is a lot of ground to make up.

For : 96 Against : 0 Abstained : 0 **Motion Carried**

5

2019-20 Admin Fund Shortfall Special Levy (SPECIAL RESOLUTION)

That the Owners Corporation:

1. Resolve to strike a special levy in the amount of \$142,886.70 inclusive of GST (equivalent to \$14.29 per unit of entitlement)
2. Agrees that the special levy will be due and payable on the same date as the first quarterly levy instalment per Motion 6.

5.1 As the meeting is run on a reduced quorum, a covering letter will be included with the first levy to owners.

5.2 The Treasurer confirmed to the meeting that this will be a one-off levy contribution and not spread out across the usual quarterly levy repayment.

OC: Does the \$142,886 amount include the coverage of a shortfall of levies?

EC: No, the amount arrived at does not cover and is not intended to cover any shortfall (owners in arrears).



OC: *What is the cash at bank at the moment?*
EC: *Cash at the bank is approx. \$80k, noting that there are invoices to be paid. Civium's invoices are all currently on hold.*

OC: *Can the OC be provided with an understanding as to how many apartments are behind in payments and for which levies?*
Civium: *Details are available upon request.*
EC: *Summary details are being included in EC meeting minutes*

For : 95 Against : 1 Abstained : 0 **Motion Carried**

6 Amend Levy Contribution Period (ORDINARY RESOLUTION)

That the Owners Corporation:

1. Resolves to amend the Levy Contribution Period to 02/03/2021 – 01/03/2022.
2. Agrees the following due dates for quarterly levy payments apply:
 - 1st instalment - 2 March 2021
 - 2nd instalment - 2 June 2021
 - 3rd instalment - 2 September 2021
 - 4th instalment - 2 December 2021

6.1 *An owner requested that the Executive Committee and Civium examine the most appropriate financial year for the OC's accounts going forward*

For : 96 Against : 0 Abstained : 0 **Motion Carried**

7 Sinking Fund Forecast Adoption (ORDINARY RESOLUTION)

That the Owners Corporation:

1. Notes the Strata Manager has obtained a professional forecast of Sinking Fund requirements to meet future capital expenses for the Ivy, as required at the first AGM held on 18 February 2020.
2. Agrees to adopt this Sinking Fund Forecast Report in calculating the future Sinking Fund levies of unit owners.
3. Authorises the Strata Manager to collect Sinking Fund levies on a quarterly basis at the same time as administrative fund levies.
4. Authorises the Executive Committee to monitor Sinking Fund requirements, with a substantive review to be conducted in not less than four (4) years.
5. Acknowledges that the Sinking fund levy contributions will not commence until March 2nd 2022.

7.1 *An owner raised concern with some items within the Sinking Fund Forecast, asking for a deferral in the motion and be revisited in a SGM.*

7.2 *Taken on notice that the Executive Committee shall review the Sinking Fund report proposed. Legislatively no motion is required for the Sinking Fund.*

7.3 *A request that a Maintenance Plan be prepared as this is relevant to updating the Sinking Fund Plan and presented to the Owners Corporation by the 2nd AGM after 01/11/2020, being the date of new legislation which introduced the Maintenance Plan*

OC: *Please note, that the sinking fund levies will begin in 2022, not 2020 per the tables provided.*



EC: Noted.

OC: Please note, there is no provision for capital improvement in the sinking fund report.

EC: Noted.

OC: The sinking fund report received does not appear to cover the town houses

EC: Noted, EC will check to ensure all dwellings are covered.

OC: Recommends that another report be commissioned as the current report does not appear to be comprehensive.

EC: Noted.

OC: Wish to note the requirement of a formal maintenance plan.

EC: The OC/Ivy Operations & Maintenance (O&M) documentation currently has a number of maintenance plans that will form the basis of a formal maintenance plan.

OC: Request that a formal plan be developed and presented in a special general meeting.

EC: Noted.

For : 95 Against : 1 Abstained : 0 **Motion Carried**

8 Replacement and Additional Gym Equipment Special Levy (SPECIAL RESOLUTION)

That the Owners Corporation:

1. Notes that gymnasium equipment has been lost or stolen in the last 12 months and requires replacement.
2. Notes that purchase of additional equipment as outlined in the attached documents will replace lost items and contribute to a more functional weights gymnasium.
3. Notes that the attached list was compiled by the proposer and a group of ten unit owners.
4. Notes that noise issues associated with the weights gymnasium are being pursued separately.
5. Authorise the Executive Committee to form a sub-committee, and authorise that sub-committee to acquire the additional equipment, as listed.
6. Authorise a special levy to fund the procurement of the new and replacement equipment as specified in the attached list up to but not exceeding \$4,000.00 exclusive of GST (equivalent to \$0.40 per unit of entitlement).

The OC has identified that the gym facilities are excellent, there are enough costs and this additional equipment is not really needed.

OC: Is the EC aware that this motion has not been appropriately handled?

EC: Yes, the EC has made a determination that it was in the best interest of the OC to put this issue to a vote.

For : 40 Against : 56 Abstained : 0 **Motion Defeated**

9 2020-21 Admin Fund Budget (ORDINARY RESOLUTION)

That the Owners Corporation:



2011, that the Administrative Fund for the current financial year is fixed for the sum of:

General Contribution Schedule: \$1,028,560.27 Inclusive of GST

(all lots per Unit of Entitlement - equivalent to \$102.86 per unit of entitlement)

(b) Agrees that Administrative Fund contributions are to be paid in equal quarterly instalments according to the due dates agreed in Motion 6.

9.1 An owner wished to note that an amount of \$6,734.00 appears to be missing on the treasurers budget for 2019-2020, versus the financials presented in Motion 4.

9.2 An owner wished to note that the Admin Budget is a 33% increase to that of last years budget.

9.3 It was requested that financial figures be shown with GST Included for the purpose of the meeting minutes.

9.4 Lift Maintenance costs were mentioned as showing a 50% increase. The Treasurer advised this is due to the initial 12 months being covered by the lift contractor.

9.5 An owner wished to note to the meeting that the Executive Committee appear to not have presented their due diligence regarding the Lift Maintenance contract. The Chairperson explained to the owners that three lift maintenance contractors were approached for a quotation, one of these including Otis and that the minutes from that Executive Committee meeting will be made available to owners as soon as possible.

9.6 An owner requested the AGM minutes include an updated table for each lot/unit showing levy contributions per UOE, total and per quarter, including to show the one-off special levy due in the first quarter

OC Notes that the Civium contract provides for a 5% increase and questioned whether that the increase was warranted given the situation that developed regarding the Ivy's finances.

Civium noted the point.

OC: What will the professional Services Cover?

EC: 6 Year warranty period is currently in place. However, the EC has developed the budget to include provision for professional services to cover assessments and reports in preparation for the OAKS development next door.

OC: Can the lift fire report be provided to the OC?

EC: Yes, the report is on the C-HUB.

OC: Would like the OTIS maintenance contract reviewed as a part of a special general meeting.

EC: Noted.

OC: There is a problem with the programming in the lift in the north tower

EC: Noted.

For : 95 Against : 1 Abstained : 0 **Motion Carried**

10 Appointment of Auditor (ORDINARY RESOLUTION)

That the Owners Corporation:



- the Owners Corporation to Australian Auditor Standards.
2. Authorises the Executive Committee to review and select an appropriate auditor to meet these standards.
 3. Authorises the Strata Manager to engage the approved firm to conduct the audit and ensure any remedial action is immediately taken.

Requires a copy of the audit report, and a report on any remedial action taken, to be included in the agenda for the next Annual General Meeting.

OC: Who currently pays for fire department attendances?

EC: Owners that cause incidents will pay for the attendance if they can be identified.

OC: What has been done to assist owners with emergency planning?

EC: EC has developed a draft Personal Emergency Evacuation Plan (PEEP) template of OC usage & will continue to develop plans moving forward.

For : 96 Against : 0 Abstained : 0 **Motion Carried**

11 Fire Safety Review (ORDINARY RESOLUTION)

That the Owners Corporation:

1. Notes that there have been numerous fire safety incidents at Ivy since residents started moving in, resulting in triggering of the building fire alarms and fire brigade attendance. Causes of these incidents include:
 - i. Bushfire smoke entering the building
 - ii. Burnt cooking smoke escaping into communal corridors
 - iii. Faulty common area sensors
 - iv. Activation of a manual call point
 - v. South tower lift (#4) electrical fire
2. Notes that the number of accidental trigger events appears to be reducing but that residents have a role to play in continuing that trend by preventing accidental triggers of the building alarm by not allowing smoke from "burnt toast" type scenarios to escape into common passageways.
3. Notes that a formal OTIS Safety Council Review report has been prepared documenting the conclusions of investigations by a 3rd party fire engineer & OTIS field engineers into the cause of the lift #4 fire and any remedial action required to prevent this occurring again in Ivy lifts. This report has been delivered to Civium Facilities Management and the Executive Committee, and has been made available to Owners Corporation members.
4. Notes that on behalf of the Owners Corporation, Civium Facilities Management has ensured that Ivy building fire protection systems and equipment has been maintained in accordance with applicable standards, and that appropriate records of maintenance have been kept and are available for inspection by ACT Fire & Rescue as required regulations.
5. Notes that owners and residents also have an obligation in maintaining the integrity of the certified building fire protection systems and equipment, including by not interfering with the systems fitted within their apartments including the sprinkler, audio warning and smoke detector systems.
6. Notes that an Emergency Management sub-committee has been established by the Executive Committee in order to develop and implement an Ivy Emergency Management Plan in accordance with the applicable standard.

11.1 *An owner expressed concerns there are no details of the South tower lift fire in any of the agenda papers, the Otis review has not been included and nothing has been minuted in EC meetings to date, including on possible compensation or warranty outcomes and that this was not satisfactory.*



For : 96 Against : 0 Abstained : 0 **Motion Carried**

12 Consideration of Physical Building Defects (ORDINARY RESOLUTION)

That the Owners Corporation:

1. Requires the Strata Manager to report to each general meeting on the status of any building and common property defects, including the builder's schedule for completion of rectification work, in accordance with statutory warranty periods.
2. Notes the 2-year statutory warranty period for residential building work in relation to non-structural elements of the building expires on 1 December 2021.
3. Requires the Strata Manager to update this status report and builder's schedule each month during 2021, including to advise the Executive Committee on outstanding concerns.
4. Authorises the Executive Committee to commission a professional independent report on any significant matter of concern.

Authorises the Executive Committee to call a special general meeting if these warranty concerns are not being satisfactorily addressed.

12.1 Owners requested that periodic reports be provided to the Owners Corporation showing a list of current defects and its status. The Executive Committee will have this posted along with its monthly meeting minutes.

12.2 The Chairperson mentioned that building work may commence adjacent to Ivy and confirmed that the Executive Committee plans to engage in a professional to obtain an appropriate dilapidation report.

For : 96 Against : 0 Abstained : 0 **Motion Carried**

13 Maintenance Issues (ORDINARY RESOLUTION)

That the Owners Corporation:

1. Notes the report of the EC Chairperson on the status of any outstanding common property maintenance issues.
2. Requests that the members present advise the EC Chairperson of any new or unresolved common property maintenance issues.
3. Authorises the Executive Committee to continue to address these maintenance issues.

For : 96 Against : 0 Abstained : 0 **Motion Carried**

14 Alternative Method and Process for Voting (ORDINARY RESOLUTION)

That the Owners Corporation:

Authorises that, pursuant to Schedule 3, Section 3.31A (1) of the Unit Titles (Management) Act 2011, general meetings of the Owners Corporation may be held in accordance with Section 10 of the Unit Titles (Management) Regulations 2011 which allows voting at the meeting using a digital means, such as teleconference, video conference, email or other electronic means.

For : 96 Against : 0 Abstained : 0 **Motion Carried**



That the Owners Corporation:

1. Authorises the new Executive Committee to make any necessary refinements or changes to these authorisations, delegations and appointments during the year.

Requires any significant changes to these authorisations, delegations and appointments to be notified to members of the Owners Corporation via EC meeting minutes.

For : 96 Against : 2 Abstained : 0 **Motion Carried**

16

Endorsement of Pet Rule (SPECIAL RESOLUTION)

That the Owners Corporation:

Agrees to endorse the attached Pet Friendly Rule in accordance with Section 112C of the Unit Titles (Management) Act 2011 as follows:

12. A unit owner or occupier (the pet owner) may keep an animal, or permit an animal to be kept, within the unit if—

1. the total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than two (2); and
2. the pet owner ensures that the animal is appropriately supervised and secured when the animal is on the common property; and
3. the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
4. the pet owner takes reasonable precautions to ensure their animal does not soil the common property and cleans any area of the units plan in the event that it is soiled by the animal; and
5. the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.
6. The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, by writing to the Executive Committee, that the animal is being kept within the unit.

12A Assistance animals

The owners corporation requires a person who keeps an assistance animal to produce evidence that the animal is an assistance animal. Such evidence is to be provided to the Executive Committee on behalf of the owners corporation.

For : 95 Against : 1 Abstained : 0 **Motion Carried**

17

Endorsement of Owners Corporation Rules (SPECIAL RESOLUTION)

That the Owners Corporation:

1. Agrees to the proposed new and updated Owners Corporation Rules (attached).
2. Authorises the Strata Manager, in accordance with Section 108 of the Unit Titles (Management) Act 2011, to formally register these agreed Owners Corporation Rules within the required timeframe, with any costs associated with registration to be paid from the Administrative Fund.

Authorises the Strata Manager and the Executive Committee to enforce these Rules as appropriate.

17.1 It was noted that while Ivy BBQs are not explicitly called out in the



are on common property and subject to the proposed rules.

For : 95 Against : 1 Abstained : 0 **Motion Carried**

18 Endorsement of No Smoking on Balconies Rule (SPECIAL RESOLUTION)

To insert the following rule into the Ivy Owners Corporation rules at Rule 13.

13. Smoking

1. An owner, occupier or guest must not smoke tobacco products or e-cigarettes, or allow any other person to smoke, on the common property including all vehicle parking levels, the ground floor and basements, in the gymnasiums, the enclosed pool zones (including BBQ area, the indoor or outdoor swimming pools, spa and sauna), residential level corridors and access passageways and fire stairways.
2. A unit owner or occupier must only smoke within their unit, not on a unit balcony. This is to ensure the risk of nuisance created by smoke drift is minimised. The unit owner or occupier must dispose of cigarette butts in an appropriate manner and in such a way as to not pose fire or other health and safety hazards.

To avoid doubt, cigarette butts are never to be disposed of by:

1. discarding from balconies; or
2. being discarded in any common property area.

18.1 Owners wished to note to the meeting that their balcony is part of their unit, and therefore their private space. This did not remove the fact that there were some owners concerned with smoke, ash and butts being a nuisance due to a small handful of residents not following rules.

For : 60 Against : 36 Abstained : 0 **Motion Defeated**

19 Election of Executive Committee (SPECIAL RESOLUTION)

That the Owners Corporation:

1. Notes the Executive Committee called for nominations to the Committee for the coming year on 2 January 2021 and the Strata Manager has conducted a voting process for the Executive Committee prior to the annual general meeting.
2. Notes the Executive Committee will continue to comprise of 9 members.
3. Requires the Strata Manager to announce the results of the voting process.
4. Agrees to elect the new Executive Committee so appointed.

The members appointed to the Executive Committee:

*Ms Angy Campbell
Ms Lyn Hunt
Mr Jason Jones
Mr Don McLean
Ms Julianne O'Brien
Mr Colin Tulley
Mr Tony Vidinovski
Mr Craig Wiltshire*

Vacancy on the EC will be filled in accordance with the process previously undertaken.



20	General Business
20.1	<p>Strata Management Contract</p> <p><i>It was noted that the Civium Management Agreement expires December 2021 and the Executive Committee will be doing their due diligence in approaching the market.</i></p>
20.2	<p>Levy Arrears</p> <p><i>The Treasurer advised owners that lot owner positions are available to the Executive Committee live on the Civium Portal and that reporting will become a standardised item as part of the Treasurers report each Executive Committee meeting.</i></p>
20.3	<p>Lift Service Issue</p> <p><i>An Owner raised a potential issue with the use on the northern tower lifts and that it is known as a 'Lift Algorithm'. The Building Manager will raise this with the Lift Contractor to look into further.</i></p>
20.4	<p>Special thanks to the Executive Committee.</p> <p><i>The Owners Corporation wished to thank the Executive Committee for their continued efforts and the excellent outcomes throughout the year.</i></p>
20.5	<p>Basement Leaking</p> <p><i>There appears to be an ongoing basement leak that continues on Basement Level 2. Mr Denys Adams (Civium) advised that conversations are ongoing with the builder to have this, and many other, defects rectified.</i></p>
20.6	<p>South Tower Lights</p> <p><i>Common hallway lights in the south tower turn on during the day and owners feel it is not required. The Executive Committee and Building Manager will review this matter further.</i></p>
20.7	<p>Gym Sound Proofing</p> <p><i>An update was provided to the meeting that a potential solution is being looked into by the builder to have the weights gym flooring modified to address the lack of sound proofing issue. There is no expected resolution date as yet and updates will be provided to residents as they are available.</i></p>

There being no further business the chairperson declared the meeting closed at 09:50 pm
Dated: 18 February 2021
Issued by Civium Property Group for and on behalf of the Owners Corporation.



NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions †

A1 The Owners—Units Plan No 4787

A2 General meeting

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

18/02/2021

A3 Reduced quorum decisions

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

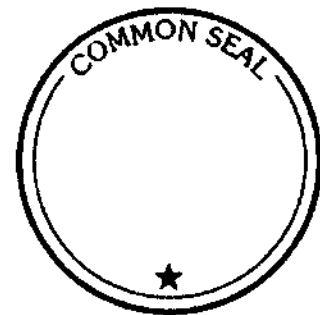
Date of decision 18/02/2021	Full text of reduced quorum decision As attached

A4 Owners corporation declaration

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

DATE: 25/02/2021

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



The Owners - Unit Plan
No 4787

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

AF2012-112 made under the Unit Titles (Management) Act 2011, s 146
Unauthorised version prepared by ACT Parliamentary Counsel's Office



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



- 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).



Ivy Owners Corporation Rules
(As approved at the 18th February 2021 AGM)

1. Definitions

a. In these rules:

executive committee representative means a person authorised in writing by the Executive Committee under rule 10(d).

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

balustrade means the entire structure enclosing the outer boundary of a unit balcony comprising glass barrier, stanchions and fastenings and the outer boundary wall of a ground floor unit courtyard.

common property means any area not included within an individual unit entitlement and includes:

- basement garages;
- 'bocce' court;
- children's play area;
- common corridors;
- garden beds;
- driveways;
- entryways;
- footpaths;
- foyers
- grassed areas;
- gymnasiums;
- indoor or outdoor pool areas;
- planter pots;
- sauna;
- security cameras and other security infrastructure; and
- the Wellness Centre including the yoga space.

pet owner means an owner or occupier who keeps an animal in the unit in accordance with rules 12 or 12A.

party wall means a common wall adjoining two units or a unit and common property.

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

b. A word or expression in the Act has the same meaning in these rules.

2. Payment of rates and taxes by unit owners

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

3. Repairs and maintenance

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

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



4. Alterations and erections

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

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

- b. Permission may be given subject to conditions stated in the resolution.
- c. Windscreens. Any modification or alteration to any windscreens installed as part of a unit entitlement are not permitted without consultation with an appropriate design consultant and with the permission of the Executive Committee of the owner's corporation.
- d. Screen Doors. Screen doors are not permitted on front doors of units, as the front doors are fire doors and installation of screen doors would be in breach of the fire regulations.
- e. Party Walls. Party walls cannot be tampered with to ensure their integrity is maintained and the fire rating, acoustic and thermal performance is not degraded.

5. Use of common property

- a. A unit owner or occupier 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. A unit owner or occupier 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

- a. A unit owner or occupier 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.
- b. This rule does not apply to a use of a unit if the Executive Committee has given an owner, occupier or user of the unit written permission for that use.
- c. Permission may be given subject to stated conditions.
- d. Permission may be withdrawn by special resolution of the owners corporation.

8. Noise

- a. A unit owner or occupier 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.
- b. This rule does not apply to the making of a noise if the Executive Committee has given the person responsible for making the noise written permission to do so.
- c. Permission may be given subject to stated conditions.
- d. Permission may be withdrawn by special resolution of the owners corporation.

9. Illegal use of unit

- a. A unit owner or occupier 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?

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

11. Executive Committee Governance Arrangements

As part of their induction process, the minutes of their first meeting will record that each new member of the Executive Committee understands the requirements of the Code of Conduct in Part 1.1, Schedule 1 of the Unit Titles (Management) Act 2011, and they have agreed to adhere to the following governance principles:

Role of the Executive Committee

- a. The Executive Committee will act as a facilitator and day-to-day decision-maker for the Ivy Owners Corporation.
 - i. The Executive Committee is not able to take decisions unless it is granted authority by the Ivy Owners Corporation at an annual or special general meeting.
 - ii. The Executive Committee does not have an enforcement role unless empowered to do so by the Unit Titles (Management) Act 2011 or by authority arising from a decision of the Ivy Owners Corporation at an annual or special general meeting.
 - iii. The Executive Committee must keep proper records and minutes of all decisions taken. These records are to be made available to owners in a timely fashion and retained in accordance with prevailing legislation and regulation.

Position on issues

- b. The Executive Committee does not have a public position on matters unless this is the will of the Ivy Owners Corporation as expressed at an annual or special general meeting.
 - i. The Committee position must reflect that of the Owners Corporation and will not be based on its own agenda.
 - ii. The Executive Committee must seek to address the issues and priorities identified by the Ivy Owners Corporation.
 - iii. The Executive Committee should seek to clarify those responsibilities that fall to owners as members of the Ivy Owners Corporation (for example, those that relate to Common Property) and those matters that remain the responsibility of individual owners.

General Meetings

- c. A principal function of the Executive Committee is to prepare for annual or special general meetings of the Ivy Owners Corporation and to implement agreed outcomes. The Executive Committee shall:
 - i. ensure owners know, in advance, what the likely issues are, the proposed outcomes and the decision-making process undertaken to arrive at the Executive Committee position;



- ii. encourage owners to voice their opinions and raise matters for consideration by the Executive Committee in finalising preparations; and
- iii. establish and facilitate processes that permit owners to make proposals and suggestions for consideration at meetings of the Ivy Owners Corporation.

Consultation

- d. The Executive Committee shall maintain an “Owners Engagement Plan” to ensure owners are aware of matters affecting their interests as members of the Ivy Owners Corporation.
 - i. Regular information should be made available to owners by way of emails, newsletters, information boards, town hall meetings and circulars to letter boxes.
 - ii. Owners may express a preference for the way they wish to receive this information.

Sub-Committees

- e. The Executive Committee may appoint sub-committees, led by an executive member, to involve other owners in preparing material for consideration by the Committee or by the Ivy Owners Corporation.
 - i. The role of a sub-committee is to help plan and to collect information and advice, including to ascertain the interests and priorities of other owners, but the subcommittee itself does not have a decision-making role.

Guidelines and Policies

- f. The Executive Committee may, by ordinary resolution, issue policies and guidelines to supplement these rules as necessary.
- g. Any guidelines or policies will be made available to owners and/or occupiers as necessary.

12. Pets in units

- a. A unit owner or occupier (the pet owner) may keep an animal, or permit an animal to be kept, within the unit if—
 - i. the total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than two (2); and
 - ii. the pet owner ensures that the animal is appropriately supervised and secured when the animal is on the common property; and
 - iii. the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
 - iv. the pet owner takes reasonable precautions to ensure their animal does not soil the common property and cleans any area of the units plan in the event that it is soiled by the animal; and
 - v. the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.
- b. The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, by writing to the Executive Committee, that the animal is being kept within the unit.

12A Assistance animals

- a. The owners corporation may require a person who keeps an assistance animal to produce evidence that the animal is an assistance animal. Such evidence is to be provided to the Executive Committee on behalf of the owners corporation.

13. Smoking

- a. An owner, occupier or guest must not smoke tobacco products or e-cigarettes, or allow any other person to smoke, on the common property including all vehicle parking levels, the floor and basements, in the gymnasiums, the enclosed pool zones (including BBQ areas) the



indoor or outdoor swimming pools, spa and sauna), residential level corridors and access passageways and fire stairways.

- b. If a unit owner or occupier smokes in their unit, including on the unit balcony, they must ensure that this does not cause a nuisance to any other unit occupier and they dispose of cigarette butts in an appropriate manner and in such a way as to not pose fire or other health and safety hazards.
- c. To avoid doubt, cigarette butts are never to be disposed of by:
 - i. throwing from balconies; or
 - ii. being discarded in any common property area.

14. Balconies and terraces

- a. All courtyards and balconies are always to be kept in a neat and tidy condition.
- b. The use of loose glass-tops and light-weight sheets or covers (including loose BBQ lids) are not appropriate on the high-rise outdoor terraces and balconies. The use of lightweight furniture or other items is prohibited unless it is securely attached to the balcony or terrace floor slab.
- c. Due to the high-wind conditions experienced in the area of Ivy, under no circumstances is anything to be left hanging over the balcony balustrades.

15. Storage in basements

- a. Unit owners and occupiers are not permitted to use their car space as storage and all items are to be stored in their designated storage cages.
- b. Unit owners and occupiers whose unit entitlement includes a garage secured by a roller door are permitted to secure items in the unit garage.
- c. Further to this, all items owned and stored within the storage cages or garages are to be secured in a way that no items may spill out onto the Common Property.



16. Use of common property.

- a. Common property is provided for the use of owners, occupiers and their bona fide guests. These areas are not for general public use.
- b. Owners and occupiers will not permit, by act or omission, access to these areas by members of the public or to leave guests unaccompanied.
- c. Users of the common property areas are expected to respect the community atmosphere engendered by these areas and keep them clean and tidy, and to minimise risk to health and safety.
- d. Subject to any restrictions imposed by the Executive Committee from time to time:
 - i. The Outdoor Pool/BBQ area is open for 24-hour use and is subject to the rules relating to nuisance and noise.
 - ii. The Indoor Pool/Spa and sauna will be open for 24-hour use and is subject to the rules relating to nuisance and noise.
 - iii. The cardio and weights gymnasiums are open for 24-hour use subject to the rules relating to nuisance and noise.
 - iv. Due to the significant health and safety risk and danger to pool filtering and pumping equipment, glass is not permitted within the outdoor pool area bounded by the pool fencing, within the indoor pool and spa facility or in the sauna.
 - v. Owners and occupiers must use the BBQ, gymnasium and pool areas in a safe manner and ensure that they comply with all ACT Health and Safety Legislative requirements that apply to the use of these facilities.
 - vi. At all times, owners and occupiers must ensure they are suitably clothed and behaving in a manner not likely to offend other owners and occupiers or their bona fide guests in any common property areas.
- e. The Executive Committee will not unreasonably impose restrictions on the use of the facilities listed above.
- f. Common property cannot be reserved in any way that imposes or implies an exclusive right of use by an owner or occupier or group of owners or occupiers.
- g. Use of facilities must not prevent other owners or occupiers from sharing those facilities. Common sense, courtesy, cooperation and flexibility should be applied at all times.
- h. Owners, occupiers and bona fide guests must not interfere with, cover, damage, obstruct or otherwise alter security cameras and/or other security infrastructure.
- i. The Executive Committee may issue guidelines on the use of common property decided by ordinary resolution. Any guidelines will be made available to all owners.



17. Common Property Parking

- a. There is no provision for visitor parking on Ivy common property for any purpose other than pick-up and drop-off/set-down.
- b. All residents and their visitors are to park in the car parking space(s) allocated to their unit. If any resident requires a vehicle to be parked on the Common Property, permission must be sought from the Building Manager.
- c. Owners, occupiers must comply with all parking conditions and signage. Failure to do so, or to ensure guests do so, may result in action by the Owners Corporation to enforce this rule including:
 - i. Engagement, by the Executive Committee, of private parking contractors to issue fines;
 - ii. Attachment of adhesive reminder notices to non-compliant vehicles;
 - iii. Wheel clamping; or
 - iv. Towing of non-compliant vehicles at the owner's expense.
- d. Limited numbers of temporary parking passes for contractors, tradespeople and other purposes will be made available by request to the Building Manager. Passes are limited in number and for short-term parking only and must be returned to the Building Manager promptly when the requirement for temporary parking on common property ceases.

18. Window Furnishings

- a. If any unit owner and/or occupier installs window and/or sliding door coverings to any external window and/or door, they must be installed on the inside of the window and/or door. All window and/or sliding door coverings must match the existing aesthetics of the building and must be approved by the Executive Committee. Hanging of sheets on windows and/or door coverings is not considered to be in keeping with the existing aesthetic of Ivy and is not permitted.

19. Bocce Area Restrictions

- a. Any game/activity which might result in a direct impact/force down upon the artificial synthetic surface is not permitted due to the risk of damage to the subsurface.





ACT
Government

**Access
Canberra.**

CERTIFICATE

CERTIFICATE

CERTIFICATE

Agents Act 2003
REAL ESTATE AGENT

Licence Number: **18401274**

CIVIUM HOLDINGS PTY. LIMITED

is licensed, under the provisions of the *Agents Act 2003*, to carry on the business of **Real Estate Agent** in the Australian Capital Territory at the following place of business:

**17-23 Townshend Street
PHILLIP ACT 2606**

Registered trading or business name or names, if applicable:

Civium Holdings Pty Ltd

Annual payment of **\$823** must be paid by **30 June 2019** and **30 June 2020**.

This licence is valid from **1 July 2018** until **30 June 2021** inclusive.

Penny Eliopoulos
Delegate of the Commissioner for Fair Trading
1 August 2018



Access Canberra.



SR\$3287113

08/12/2023 11:10:25 Bui H

3287113

SPECIAL RESOLUTION BY OWNERS CORPORATION

094 - SR

Settlements ACT

Land Titles Act 1925

LODGING PARTY DETAILS
GPO Box 2193
CANBERRA ACT 2601

Name: Tel: (02) 6188 1912
E. settlements.act@bigpond.com

Contact Telephone Number

Customer Reference Number

Vantage Strata

info@vantagestrata.com.au

~~1288 878 728~~

UP4787

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2435:20	PHILLIP	24	10	UP4787

DETAILS OF RULES BEING REGISTERED

DATE MEETING HELD (must be registered within 3 months)

THE OWNER'S CORPORATION RULES ARE TO BE AMMENDED IN ACCORANCE WITH THE DECISION MADE AT THE ANNUAL GENERAL MEETING HELD ON THE 1ST NOVEMBER 2023 AND RESOLVED BY THE OWNERS CORPORATION

1801/11/2023

SUPPORTING DOCUMENTATION

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

COMMON SEAL OF OWNERS CORPORATION

(Seal may be affixed)

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



CERTIFICATION *Delete the inapplicable

Applicant

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

Signed By:

DANIEL KADE LESKOVEC
Branch Manager

Carmel Fischer
Admin Manager

for: Vantage Strata

on behalf of the Registered Proprietor/Managing Agent

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	<u>Minutes/Resolution/Motion/Rules</u>
Data entered by		Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	LMT	Registration Date	03/01/2024



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 4787

A2 General meeting

Date (or dates) of general meeting
at which the reduced quorum

decision or decisions were made— 01 November 2023

Tick applicable box, or both boxes if applicable:

- | | |
|--|--|
| <input checked="" type="checkbox"/> 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). | <input type="checkbox"/> 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 November 2023	See attached minutes

A4 Owners corporation declaration

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



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

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



NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

- A **reduced quorum decision** is a decision of a general meeting of the owners corporation made while a quorum (a **reduced quorum**) smaller than a **standard quorum** was present.
- A **standard quorum** is those people entitled to vote (on the motion) in relation to not less than $\frac{1}{2}$ 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 $\frac{1}{2}$ 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 $\frac{1}{2}$ 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 $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a **reduced quorum** made up by *anyone* then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (6) (a), part 3.1, schedule 3).
- Such a reduced quorum (of *anyone* present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also **reduced quorum decisions** (UTA s 3.9 (6) (a), part 3.1, schedule 3).

B2 When does a reduced quorum decision take effect?



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

B3 How may reduced quorum decisions be disallowed?

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

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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





**MINUTES OF THE ANNUAL GENERAL MEETING
OF THE OWNERS OF UP 4787**

'THE IVY'

15 IRVING STREET, PHILLIP, ACT, 2606

Venue: Abode Hotel Woden, 10 Bowes St, PHILLIP, and Microsoft Teams

Date: WEDNESDAY, 01 NOVEMBER 2023

Time: 5.30PM

Present:

K Mcpherson	(Unit 11)	P & M Stanton	(Unit 86)
C Howe	(Unit 91) Teams	C M Ashcroft	(Unit 269)
P Kleanthos	(Unit 19) Teams	D & F Brown	(Unit 94) Teams
M & A O'Brien	(Unit 98)	K M Collins	(Unit 265)
G Hutchison	(Unit 27)	J & L Van Der Berg	(Unit 101)
S & N Dharmagari	(Unit 31) Teams	S McGrath	(Unit 102)
L Caldicott	(Unit 41)	M Matthews	(Unit 111) Teams
A M & A J Campbell	(Unit 43)	E Puric	(Unit 254)
M M Owen	(Unit 48) Teams	R and A Ungerer	(Unit 133) Teams
A Hewitt	(Unit 50) Teams	A Taylor	(Unit 148)
J O'Brien	(Unit 52)	L Hunt	(Unit 149)
E Collyer	(Unit 75)	B J Goodwin	(Unit 229)
P & C Fenton	(Unit 180)	C Roper & C Burton	(Unit 87)
G & A Guest	(Unit 79)	Mabel Sin Mei Au	(Unit 189)
D Haggar & A Zuffo	(Unit 85) Teams	J & D Macpherson	(Unit 208)
A Vidinovski	(Unit 212) Teams	D & K Lewis	(Unit 261) Teams
CMB Superannuation Fund	(Unit 222)	G & M Knobel	(Unit 262)
B & C Stoker	(Unit 256) Teams	D McLean	(Unit 264)
K & J O'Brien	(Unit 259)	J & H Borg	(Unit 270)



Present (cont'd):

C & M Tulley	(Unit 260)	C & M Wiltshire	(Unit 272)
G R Hirst & P A Hirst	(Unit 59) Teams	B Jackson	(Unit 276) Teams
M Papastamos	(Unit 205) Teams	R Mavin & R Pollock	(Unit 275) Teams
J E White	(Unit 33) Teams	Ji Qi	(Unit 158) Teams
N Brownette	(Unit 162) Teams	S P Owens	(Unit 147) Teams
A Thevendirarajah & M Ashan	(Unit 20) Teams	M Condoleon	(Unit 244) Teams
D J Lloyd & E D Reyes	(Unit 13)	F E Velzeboer	(Unit 44)
M N Hickey & S K Goodall	(Unit 45)	Laura G H Nguyen	(Unit 62)
M Musson	(Unit 88)	K Laurie	(Unit 117)
S Edwards	(Unit 120)	T & R Weir	(Unit 182)
S & C Van Gelder & A & P Kimpton		(Unit 78)	
M Mctier-Browne & C Thompson-Lang		(Unit 257) Teams	
T E Wilson-Brown & E D Brown		(Unit 105) Teams	
Ashton Avenue Property Pty Ltd		(Unit 268) Teams	
M Hamilton-Green, T Shchelkonogova & Y Sych		(Unit 14 & Unit 150) Teams	

Absentees:

L Sy & S Li	(Unit 60)	Yes to Motion 17, No to Motion 11,12,13 and 16. Abstain to motion 1,2,3,4,5,6,7,8,9,10,14,18,19,20 and 21. Motion 15 option c.
J & S Ferguson	(Unit 63)	Yes to motions 1,2,3,4,5,6,7,8,9,10,14,16,17,18,19,20 and 21. No to motions 11,12,13. Motion 15 option b.
J Clifford & M Behn	(Unit 95)	Yes to motions 1,2,3,4,5,6,7,8,9,10,14,16,17,18,19,20 and 21. No to motions 11,12,13. Motion 15 option c.
N Stokes & C Paterson	(Unit 171)	Yes to motions 1,2,3,4,5,6,7,8,9,10,11,12,18,19,20 and 21. No to motions 13,14,16,17. Motion 15 option c
V & M Francisco	(Unit 219)	Yes to motions 1,2,3,4,9,10,17,19,20,21. No to motions 5,6,7,8,11,12,13,14,16,18. Motion 15 option c



F Leonardi (Unit 227)

Yes to motions 1,2,3,4,5,6,7,8,9,10,11,12,14,16,17,19,20,21. No to motions 13,18.

Motion 15 option c

D J Allwright (Unit 266)

Yes to motions 1,2,3,4,5,6,7,8,9,10,14,16,17,18,19,20,21. No to motions 11,12,13.

Motion 15 option c

R & M Farrell (Unit 273)

Yes to motions 1,2,3,4,5,6,7,8,9,10,11,16,17,18,19,20 and 21. No to motions 12,13,14.

Motion 15 option c

Proxies: NIL

Apologies: Nil.

Registered Attendees: 64. Absentees: 8. Total Owners Entitled to Vote: 72

In Attendance: J Smith, Group General Manager (Vantage Strata)
A Vincent, Senior Strata Manager (Vantage Strata)
V Dix, Strata Manager (Vantage Strata)
S Anthony, Strata Manager (Vantage Strata)
O Adams, Scribe (Vantage Strata)
M Benedetti, Facilities Manager (Point FS)
M Lam, Assistant Facilities Manager (Point FS)

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

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



CHAIRPERSON, PROXIES AND APOLOGIES

Item 1:

The meeting opened at 6:00pm. D McLean was confirmed as the Chairperson of the meeting and all absentee votes were accepted. Vanessa Dix from Vantage Strata facilitated the meeting on behalf of D McLean, the Chairperson.

CHAIRPERSONS REPORT

Item 2: The Chair provided a summary of the Chairperson's report in the AGM Attachment Pack (Item 2).

The Chair also noted two Town Hall meetings were held in September to discuss the proposed Admin Fund budget and Sinking Fund Plan (Items 7 and 9) as well as the agenda proposals for installation of Solar Panels, EV Charging Stations, Common Area Enhancements and the proposed Alternative Rules (Items 14 to 20).

ADOPTION OF MINUTES (ORDINARY RESOLUTION)

Item 3: The 4th AGM of UP4787 was held on 2 November 2022.

MOTION 1: It was resolved that the minutes of the 4th Annual General Meeting held on Wednesday, 2 November 2022 are confirmed.

Motion Carried

(69 Yes / 1 No / 1 Abstain)

INSURANCE (ORDINARY RESOLUTION)

Item 4: The current building insurance policies expire on 5 November 2023 and the Executive Committee is currently in the process of renewing these. An updated insurance valuation was obtained on 26 July 2023.

MOTION 2: It was resolved that the Owners Corporation authorise the Executive Committee to:

- Obtain an updated insurance valuation for The Ivy from a qualified contractor before September 2024.
- Instruct the Strata Manager to obtain quotations for the renewal of this insurance policy before it falls due.
- Place and/or renew this insurance policy on terms that the Committee considers appropriate.

Motion Carried

(69 Yes / 0 No / 2 Abstain)

2022 – 2023 TREASURER'S REPORT

Item 5: The Treasurer's Report on financial activities and developments in 2022-23 was provided in the AGM Attachment Pack (Item 5).

MOTION 3: It was resolved that the Treasurer's Report for the period 1 October 2022 to 30 September 2023 as presented be accepted.

Motion Carried

(68 Yes / 1 No / 2 Abstain)



AUDITED FINANCIALS (ORDINARY RESOLUTION)

Item 6: Two sets of financial accounts were presented to the meeting as the audited accounts for FY 2021-22 could not be considered at the 4th AGM, due mainly to the change in The Ivy's financial year.

MOTION 4: It was resolved that the Corporation:

- a) Accept as presented the audited financial accounts of UP4787 for the financial year 1 December 2021 to 30 September 2022; and
- b) Accept as presented the audited financial accounts of UP4787 for the financial year 1 October 2022 to 30 September 2023; and
- c) Authorise the Strata Manager to finalise the financial account for the FY 2023-24 at the beginning of October 2024, so they can be audited in time for the 6th Annual General Meeting; and
- d) Authorise the Executive Committee to appoint an independent auditor for this purpose.

Motion Carried

(65 Yes / 1 No / 5 Abstain)

ADMINISTRATIVE FUND – 2023-24 BUDGET (ORDINARY RESOLUTION)

Item 7: This motion sets the Administrative Fund Budget for 2023-24.

MOTION 5: It was resolved that the Owners Corporation adopt the Administrative Fund expenditure budget of \$1,359,610.48 ex GST, for the period 1 October 2023 to 30 September 2024.

There was a question raised about why the Administrative Fund levy contributions were less than the Administrative Fund Budget.

The EC Treasurer explained the annual Administrative Budget has been set to take account of all anticipated expenditure during the year, including carryover items and the outstanding gas account with Origin Energy currently in dispute. Proposed levy contributions (Item 8) have been reduced by this amount (total \$112,552.57).

In addition, given financial constraints on owners, the EC is proposing to offset another \$106,315.28 in expenses from cash reserves, so the total levy reduction is \$218,867.85 or 16.1% of the Budget. The annual increase in Administrative Fund levies in Item 8 is just 6.53%.

There was a question raised regarding the Higgins quote for maintenance of internal painting. The EC Treasurer explained that \$11,485 is an annual cost for internal painting works, charged at an hourly rate up to a maximum 100 hours per annum. The contract price plus CPI is locked for 6 years. The Facilities Manager will advise Higgins of the scope of works required each month and monitor performance.

Motion Carried

(65 Yes / 1 No / 5 Abstain)



ADMINISTRATIVE FUND LEVIES – OWNER CONTRIBUTIONS FOR 2023-24 (ORDINARY RESOLUTION)

Item 8: This motion sets the Administrative Fund for 2023-24.

MOTION 6: It was resolved that Administrative Fund levy contributions of \$1,140,742.63 ex GST (\$1,254,816.89 including GST) be paid by owners in accordance with their Units of Entitlement (UOE) for the period 1 October 2023 to 30 September 2024.

a) These payments are to be made in four (4) equal installments due on 1 December 2023, 1 March 2024, 1 June 2024 and 1 September 2024.

Motion Carried
(68 Yes / 2 No / 1 Abstain)

SINKING FUND PLAN (ORDINARY RESOLUTION)

Item 9: An updated Sinking Fund Plan was prepared by QIA Pty Ltd and circulated to owners on 9 August 2023. The proposed Plan was considered in detail at the Town Hall meeting on 6 September and a copy of the Plan was placed on BuildingLink.

MOTION 7: It was resolved that the Owners Corporation adopt the UP4787 Sinking Fund Plan dated 7 August 2023.

A question was raised by an owner regarding the duration for Sinking Fund Plan and the asset replacement costs involved beyond 2037.

On behalf of the EC, Kevin O'Brien explained the Sinking Fund plan is a professional report prepared by the QIA Group to help maintain the building's long term capital assets. It is based on a thorough review of the Ivy's Asset Register. These assets are currently estimated to be worth around \$4.3 million to replace.

The Unit Titles Management Act 2011 requires a minimum 10 year's forecast but there is no legislated maximum timeframe. The Committee had asked for a 25-year Plan, given the substantial costs likely to be incurred around 2040, but QIA typically prepares only a 15-year plan (given its size). On current estimates, there could be at least \$5.6 million in capital expenditure on these assets due in 2040 which explains the build-up of reserves needed by 2037.

Maria from unit 205 raised a question regarding the basis to determine the Sinking Fund forecast levy amount and to keep that to the minimum.

Kevin explained that, compared with other similar complexes, we only have around \$280,000 in reserves. We face a shortfall of around half a million dollars because there were no Sinking Fund levies collected in the first two years.

He confirmed the EC is conscious of the large increase in Sinking Fund levies proposed by QIA this year to start this catchup process. The Committee has agreed to keep the situation under review and will update the Sinking Fund Plan again in no more than three years' time. Vantage further explained that the Sinking Fund Plan would also need to be updated if there are additional new assets like the Solar Panels and EV Charging Stations being proposed (agenda items 14 to 17).



Shaun from unit 147 raised a concern on how the Sinking Fund is managed and suggested that the Fund be invested in higher risk diversified investments to gain income and reduce the burden of levies for the owners.

EC members advised that the Sinking Fund is currently invested in Macquarie Bank term deposits at 4.4% interest. The EC are not fund managers and they will not risk owners' funds by investing in high-risk diversified ventures. What is being done currently follows best practice and the EC will continue to explore the best and safest way to manage the Fund.

Motion Carried

(65 Yes / 2 No / 4 Abstain)

SINKING FUND LEVIES – OWNER CONTRIBUTIONS FOR 2023-24 (ORDINARY RESOLUTION)

Item 10: The Sinking Fund levies proposed for 2023-24 were set out in the first year of the 7 August 2023 Plan adopted under Item 9.

MOTION 8: It was **resolved** that a Sinking Fund contribution of \$243,079 ex GST (\$267,386.90 including GST) be determined for the period 1 October 2023 to 30 September 2024, as per the agreed Sinking Fund Plan.

- a) Owner's contributions are to be made in accordance with their Units of Entitlement, to be paid in four (4) equal instalments due on 1 December 2023, 1 March 2024, 1 June 2024 and 1 September 2024.
- b) Consistent with the Unit Titles (Management) Act, 2011, the Strata Manager is directed to establish a separate set of financial accounts for the UP4787 Sinking Fund.

Motion Carried

(68 Yes / 2 No / 1 Abstain)

FIRE SAFETY REVIEW (FOR NOTING)

Item 11: The current Annual Condition and Fire Safety Statement is located on Building Link.

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

Fire Safety Statement

Dated: 25 August 2023

Prepared By: Complete Essential Fire and Air (CEFA)



MAINTENANCE PLAN (ORDINARY RESOLUTION)

Item 12: The Executive Committee has prepared an updated Maintenance Plan for 2023-24 with the assistance of the Facilities Manager. A copy of the plan is available on BuildingLink.

MOTION 9: It was resolved that the Owners Corporation adopt the Maintenance Plan for 2023-24.

Motion Carried

(69 Yes / 0 No / 1 Abstain)

CONTRACTS AND SERVICE AGREEMENTS

Item 13: The Executive Committee reviews all contracts and service agreements on a regular basis to ensure the continued effective performance of all common area facilities and services. A summary of the main arrangements in force is available on BuildingLink.

MOTION 10: It was resolved that the Owners Corporation:

- a) authorize the incoming Executive Committee to conduct a formal Review of the three (3) year strata management contract, as required by section 51 of the Unit Titles (Management) Act, 2011;
- b) recognise the effective contribution being made by Point Facilities Solutions as our Facilities Manager; and
- c) authorise the incoming Executive Committee to review all contracts and service agreements that become due for renewal before the next Annual General Meeting and to execute these contracts and agreements as required.

Motion Carried

(69 Yes / 0 No / 1 Abstain)

INSTALLATION OF SOLAR PANELS (SPECIAL RESOLUTION)

Item 14: ActewAGL has provided a detailed proposal for a 99.36kW solar grid system to be installed on the South Tower, Level 16. A copy of the proposal is available on BuildingLink. This proposal could only progress with the raising of a special levy.

MOTION 11: It was resolved that the Owners Corporation:

- a) authorise the Executive Committee and Strata Manager to enter into an Energy Solutions Agreement with ActewAGL to install and commission a 99.36 kW solar grid connect system on the roof of South Tower level 16, up to a total installation price of \$163,445 ex GST (\$179,789.50 including GST) after rebates; and
- b) authorise associated preparatory, safety and waterproofing works to be carried out, up to a total price of \$223,391 ex GST (\$245,730.10 including GST); and
- c) agree to fund this sustainability project by a special levy in 2023-24 of \$386,836 ex GST (\$425,519.60 including GST), allocated per Unit of Entitlement. The special levy is due 01 December 2023.



Miles from unit 14 & 150 asked whether battery storage was associated with this proposal. EC members advised that battery storage was not considered by ActewAGL as part of their analysis for the solar panel proposal.

Chris from unit 257 asked whether sufficient power could be generated from solar to sell back the power to the grid. EC members advised that the proposed solar panels would only generate 28% of the common area's power needs (and this would decline over time). The power generated would be used to partly offset electricity consumption in the common areas and there would be no excess to sell back into the grid. There wasn't even enough capacity to heat the outdoor pool.

Chris suggested exploring the options of increasing the power generation capacity so that it could be sold back to the grid. EC members advised that this was the recommended installation size for the Ivy from various suppliers and a larger size wasn't considered feasible.

Motion Failed

(6 Yes / 64 No / 0 Abstain)

RETRO-FITTING OF EV CHARGER INFRASTRUCTURE IN BOTH BASEMENTS: FEASIBILITY STUDY (SPECIAL RESOLUTION)

Item 15: ActewAGL advised that without a detailed feasibility study, it is not possible to assess the electrical engineering and network requirements to retrofit sufficient electrical vehicle charging stations in both basements. This proposal can only be funded by special levy.

MOTION 12: It was resolved that the Owners Corporation:

- a) Agree to engage ActewAGL to conduct a feasibility study to assess the capacity of Ivy's electrical infrastructure to retrofit up to 125 electric vehicle chargers in both basements.
- b) Agree this feasibility study is to be funded by a special levy in 2023-24 of \$11,000 ex GST (\$12,100 including GST), allocated per Unit of Entitlement. The special levy is due 01 December 2023.

An owner raised a concern regarding the building's electrical grid ability to cater for these requirements.

EC members explained that ActewAGL proposed to use a smart load management system to ensure that power demand is always within The Ivy's electrical network capability.

Motion Failed

(10 Yes / 57 No / 3 Abstain)



RETRO-FITTING OF EV CHARGER INFRASTRUCTURE IN THE FRONT DRIVEWAY

(SPECIAL RESOLUTION)

Item 16: ActewAGL also provided a detailed proposal to install a high-speed Ocular Titan dual charging station in the front driveway. This proposal can only be funded by special levy.

MOTION 13: It was resolved that the Owners Corporation:

- a) Authorise the Executive Committee and Strata Manager to enter into an Energy Solutions Agreement with ActewAGL to install an Ocular Titan dual EV 60 kW dual charging station in the front driveway, at a cost not exceeding \$79,075 ex GST (\$86,982.50 including GST).
- b) Agree installation of the charging station is to be funded by a special levy in 2023-24 of \$79,075 ex GST (\$86,982.50 including GST), allocated per Unit of Entitlement. The special levy is due 01 December 2023.

Motion Failed

(0 Yes / 69 No / 1 Abstain)

ACT GOVERNMENT EV CHARGING INFRASTRUCTURE (ORDINARY RESOLUTION)

Item 17: The ACT Government has proposed to install some 180 new publicly available EV charging stations across the ACT by 2025.

MOTION 14: It was resolved that the Owners Corporation direct the incoming Executive Committee to lobby the ACT Government on the Corporation's behalf to have electric vehicle charging infrastructure installed in the public car park across the road from UP4787.

Motion Carried

(58 Yes / 5 No / 5 Abstain)

NORTH TOWER LOUNGE WALL (ORDINARY RESOLUTION)

Item 18: Two design concepts for the North Tower Lounge Wall were discussed at Town Hall meeting on 20 September 2023, with examples on display.

MOTION 15: It was resolved that the Owners Corporation agree to decorate the North Tower lounge wall. Their preferred option is:

- a) Canberra Street Scene (Grafico wallpaper print), at an estimated supply and installation cost of \$4,600 ex GST (\$5,060 including GST).
OR
- b) An abstract print (approx. 3m x 1.5m) for the existing wall, at an estimated supply and installation cost of \$4,500 ex GST (\$4,950 including GST).
OR
- c) None of the above.

Motion Carried – Option C.

(14 Option A / 13 Option B / 38 Option C)



son ACT 2602
info@vantagestrata.com.au
ey | Newcastle

ACN 602 359 482

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INSURANCE (Alternative Rule) - SPECIAL RESOLUTION

Item 19: The proposed Alternative Rule is intended to clarify the nature of The Ivy's building insurance, including to ensure it reflects current market conditions, and to clarify the process for making a claim and which party is responsible for payment of the policy excess.

MOTION 16: It was resolved that the Owners Corporation agrees by Special Resolution to:

- a) Adopt proposed 'Rule 20 - Insurance' as part of the Owners Corporation rules and add this alternative rule to the existing set of consolidated rules for UP4787; and
- b) Register the updated set of consolidated rules with Access Canberra in accordance with Section 108 of the Unit Titles (Management) Act 2011; and
- c) Agree any costs associated with registration are to be paid from the Administrative Fund.

Motion Carried

(53 Yes / 7 No / 8 Abstain)

PRIVATE USE OF COMMON POWER (Alternative Rule) - SPECIAL RESOLUTION

Item 20: Following a detailed audit in July, some owners and/or residents have been using Ivy common power to charge their electrical vehicles or other appliances without paying for the cost. The following motion proposed to ban this practice.

MOTION 17: It was resolved that the Owners Corporation agree by special resolution to adopt the following Rule:

"Ban on Private Use of Common Power

- a) The 240V single GPOs installed in enclosed garages must be used only for their intended purpose of powering the garage door openers.
- b) They must not to be used to charge electric vehicles or to power other electrical appliances such as machines, mobility or E-scooters, E-bicycles, fridges, freezers etc.
- c) Owners found in breach of clause (b) will be charged \$120 per incident (regardless of actual consumption)."

An owner raised a concern about who will police this process. The EC advised that the Facilities Manager regularly conducts a walkaround of the Ivy, including the garages, where infringements could be identified. Owners could also report infringements. The Strata Manager will monitor the process.

Motion Carried

(63 Yes / 3 No / 2 Abstain)

As Motion 17 was carried by special resolution, alternative Motion 18 (to allow the private use of common power under strict rules and full cost recovery) was not considered.



Item 20 (cont'd): The following motion authorises the Strata Manager to make relevant changes to the Owners Corporation's registered Rules to implement Motion 17.

MOTION 19: It was resolved that the Owners Corporation:

- a) Authorise the Strata Manager to amend the existing Owners Corporation Rules to include the agreed Alternative Rule(s) [in motion 17 or motion 18] governing electric vehicles and other appliances that use Ivy common power; and
- b) Authorise the Strata Manager to formally register the amended Owners Corporation Rules as UP4787 by-laws within the required timeframe, in accordance with Section 108(1) of the Unit Titles (Management) Act, 2011; and
- c) Agree any costs associated with registration are to be paid from the Administrative Fund; and
- d) Authorise the Strata Manager and Executive Committee to administer and enforce these UP4787 by-laws as appropriate.

Motion Carried

(63 Yes / 4 No / 1 Abstain)

ELECTION OF EXECUTIVE COMMITTEE FOR 2023-24 – ORDINARY RESOLUTION

Item 21: An EC nomination form was included in the Notice of Meeting Pack.

MOTION 20: It was resolved that the Owners Corporation elects an Executive Committee of between three and seven members from nominations of eligible members.

Six nominations received and accepted:

D Macpherson - Unit 208

D McLean - Unit 264

C van Gelder – Unit 78

J O'Brien – Unit 52

C Wiltshire – Unit 272

K O'Brien – Unit 259

Motion Carried

(67 Yes / 0 No / 1 Abstain)



STATEMENT OF EC BUDGET POLICY (FOR NOTING)

Item 22:

The Executive Committee held Town Hall meetings on 6 and 20 September 2023 to provide members of the Owners Corporation with draft copies of various AGM agenda items to enable a more informed discussion and consideration of the issues involved. Given current financial pressures, a common refrain in these discussions was a general lack of understanding about budget setting processes and the role of the AGM in setting the agreed total budget for the year.

At its meeting on 27 September 2023, the Executive Committee agreed to provide a statement of EC Budget Policy to assist this understanding – see the Attachments Pack (Item 22). A copy is also available on BuildingLink.

GENERAL BUSINESS

This motion authorises the new Executive Committee to implement the outcomes of this AGM and to take account of issues raised by owners under general discussion.

MOTION 21: It was resolved that the Owners Corporation notes:

- a) items of a general nature raised and discussed by owners at the meeting (to be recorded in the minutes); and
- b) the Executive Committee should give priority consideration to the following matters in 2023-24:
 - The motions agreed at this AGM.
 - A formal review of the 3-year Strata Management agreement (section 50 contract).
 - Renewal of the 3-year Facilities Management agreement (section 60 contract) on competitive terms.
 - Other items as advised at the meeting.

Motion Carried

(38 Yes / 0 No / 1 Abstain)

ISSUES RAISED BY OWNERS

- Concern that the proposed signage for children's playground regarding dogs was ambivalent. The EC agreed to reassess the wording.
- Cleaning of building external windows to be done as it is very dirty. The Facilities Manager advised that the work is scheduled for February.
- Concern was raised that the Oaks construction will continue to raise dust and debris. The Facilities Manager advised that the work is necessary for building maintenance and is not purely cosmetic.
- Schedule of cleaning of cobwebs and pest spraying on the exterior. The Facilities Manager advised that the work is done at least once a year and is scheduled for February.



- Garbage chutes are dirty. The Facilities Manager advised that the chutes are cleaned three times a year. The next scheduled clean is in November.
- Dropping weights in the gym. The owner of Unit 101 advised that there were ongoing incidents of dropped weights in the gym causing a disturbance in his unit. He was advised to note the time and date of the dropped weights and report incidents to the Strata Manager.
- It was noted that if approved, the Special Levies were all due on 1 December, which would have placed significant financial strain on many owners. The owner suggested the due dates for special levies be staggered rather than having the same due dates. The EC noted this concern for the 2024 AGM.
- An owner requested advice if there was any updated from the ACT Government with regards to closure of Irving Street for the construction works. Vantage advised that none had been received.
- An owner advised that their purchase contract listed 2 x GPOs in their enclosed garage, and they wanted to know who to address this discrepancy with noting they don't have these GPOs and now can't access the single GPO in accordance with motion 17. The Chair advised that inaccuracies with contracts of sale such as incorrectly stated enclosed garage inclusions, are a matter between the purchaser and the seller, not a matter for the Owners Corporation. The Chair advised that his contract had the same discrepancy, and it was likely other unit owners with enclosed garages had the same issue.
- The owner also felt the ban on the use of common power was not fair as most of owners who supported the ban did not have garages. However, it was noted that these owners were not willing to pay for garage owners electricity consumption.

MEETING CLOSURE

There being no further business, the meeting closed at 8:42pm.





UP 4787 - Owners Corporation Rules
(As approved at the 5th AGM on 1 November 2023)

1. Definitions

a) In these rules:

executive committee representative means a person authorised in writing by the Executive Committee under rule 11(d).

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

balustrade means the entire structure enclosing the outer boundary of a unit balcony comprising glass barrier, stanchions and fastenings and the outer boundary wall of a ground floor unit courtyard.

common property means any area not included within an individual unit entitlement and includes:

- basement garages;
- 'bocce' court;
- children's play area;
- common corridors;
- garden beds;
- driveways;
- entryways;
- footpaths;
- foyers
- grassed areas;
- gymnasiums;
- indoor or outdoor pool areas;
- planter pots;
- sauna;
- security cameras and other security infrastructure; and
- the Wellness Centre including the yoga space.

pet owner means an owner or occupier who keeps an animal in the unit in accordance with rules 5 or 5A.

party wall means a common wall adjoining two units or a unit and common property.

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

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

2. Payment of rates and taxes by unit owners

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

3. Repairs and maintenance

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

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





4. Alterations and erections

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

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

- b) Permission may be given subject to conditions stated in the resolution.
- c) Windscreens. Any modification or alteration to any windscreens installed as part of a unit entitlement are not permitted without consultation with an appropriate design consultant and with the permission of the Executive Committee of the owner's corporation.
- d) Screen Doors. Screen doors are not permitted on front doors of units, as the front doors are fire doors and installation of screen doors would be in breach of the fire regulations.
- e) Party Walls. Party walls cannot be tampered with to ensure their integrity is maintained and the fire rating, acoustic and thermal performance is not degraded.

5. Pets in units

- a) A unit owner or occupier (the pet owner) may keep an animal, or permit an animal to be kept, within the unit if—
 - i. the total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than three (3); and
 - ii. the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; and
 - iii. the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
 - iv. the pet owner cleans any area of the units plan that is soiled by the animal; and
 - v. the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.
- b) 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.

5A. Assistance animals

The owners corporation may require a person who keeps an assistance animal to produce evidence that the animal is an assistance animal. Such evidence is to be provided to the Executive Committee on behalf of the owners corporation.

6. Use of common property

A unit owner or occupier 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.





7. Hazardous use of unit

- a) A unit owner or occupier 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.

8. Use of unit—nuisance or annoyance

- a) A unit owner or occupier 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.
- b) This rule does not apply to a use of a unit if the Executive Committee has given an owner, occupier or user of the unit written permission for that use.
- c) Permission may be given subject to stated conditions.
- d) Permission may be withdrawn by special resolution of the owners corporation.

9. Noise

- a) A unit owner or occupier 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.
- b) This rule does not apply to the making of a noise if the Executive Committee has given the person responsible for making the noise written permission to do so.
- c) Permission may be given subject to stated conditions.
- d) Permission may be withdrawn by special resolution of the owners corporation.

10. Illegal use of unit

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

11. What may an Executive Committee representative do?

- a) An Executive Committee representative may do any of the following in relation to a unit at all reasonable times:
 - i. if the committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit— inspect the unit to investigate the breach;
 - ii. carry out any maintenance required under the Act or these rules;
 - iii. do anything else the owners corporation is required to do under the Act or these rules.
- b) An Executive Committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned in subrule 11 (a).





- c) An Executive Committee representative is not authorised to do anything in relation to a unit mentioned in subrule 11 (a) unless—
 - i. 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
 - ii. in an emergency, it is essential that it be done without notice.
- d) The Executive Committee may give a written authority to a person to represent the corporation under this rule.

12. Executive Committee Governance Arrangements

As part of their induction process, the minutes of their first meeting will record that each new member of the Executive Committee understands the requirements of the Code of Conduct in Part 1.1, Schedule 1 of the Unit Titles (Management) Act 2011, and they have agreed to adhere to the following governance principles:

Role of the Executive Committee

- a) The Executive Committee will act as a facilitator and day-to-day decision-maker for the Ivy Owners Corporation.
 - i. The Executive Committee is not able to take decisions unless it is granted authority by the Ivy Owners Corporation at an annual or special general meeting.
 - ii. The Executive Committee does not have an enforcement role unless empowered to do so by the Unit Titles (Management) Act 2011 or by authority arising from a decision of the Ivy Owners Corporation at an annual or special general meeting.
 - iii. The Executive Committee must keep proper records and minutes of all decisions taken. These records are to be made available to owners in a timely fashion and retained in accordance with prevailing legislation and regulation.

Position on issues

- b) The Executive Committee does not have a public position on matters unless this is the will of the Ivy Owners Corporation as expressed at an annual or special general meeting.
 - i. The Committee position must reflect that of the Owners Corporation and will not be based on its own agenda.
 - ii. The Executive Committee must seek to address the issues and priorities identified by the Ivy Owners Corporation.
 - iii. The Executive Committee should seek to clarify those responsibilities that fall to owners as members of the Ivy Owners Corporation (for example, those that relate to Common Property) and those matters that remain the responsibility of individual owners.

General Meetings

- c) A principal function of the Executive Committee is to prepare for annual or special general meetings of the Ivy Owners Corporation and to implement agreed outcomes. The Executive Committee shall:
 - i. ensure owners know, in advance, what the likely issues are, the proposed outcome and the decision-making process undertaken to arrive at the Executive Committee position;
 - ii. encourage owners to voice their opinions and raise matters for consideration by the Executive Committee in finalising preparations; and
 - iii. establish and facilitate processes that permit owners to make proposals and suggestions for consideration at meetings of the Ivy Owners Corporation.





Consultation

- d) The Executive Committee shall maintain an "Owners Engagement Plan" to ensure owners are aware of matters affecting their interests as members of the Ivy Owners Corporation.
 - i. Regular information should be made available to owners by way of emails, newsletters, information boards, town hall meetings and circulars to letter boxes.

13. Smoking

- a) An owner, occupier or guest must not smoke tobacco products or e-cigarettes, or allow any other person to smoke, on the common property including all vehicle parking levels, the ground floor and basements, in the gymnasiums, the enclosed pool zones (including BBQ area, the indoor or outdoor swimming pools, spa and sauna), residential level corridors and access passageways and fire stairways.
- b) If a unit owner or occupier smokes in their unit, including on the unit balcony, they must ensure that this does not cause a nuisance to any other unit occupier and they dispose of cigarette butts in an appropriate manner and in such a way as to not pose fire or other health and safety hazards.
- c) To avoid doubt, cigarette butts are never to be disposed of by
 - i. throwing from balconies; or
 - ii. being discarded in any common property area.

14. Balconies and terraces

- a) All courtyards and balconies are always to be kept in a neat and tidy condition.
- b) The use of loose glass-tops and light-weight sheets or covers (including loose BBQ lids) are not appropriate on the high-rise outdoor terraces and balconies. The use of lightweight furniture or other items is prohibited unless it is securely attached to the balcony or terrace floor slab.
- c) Due to the high-wind conditions experienced in the area of Ivy, under no circumstances is anything to be left hanging over the balcony balustrades.

15. Storage in basements

- a) Unit owners and occupiers are not permitted to use their car space as storage and all items are to be stored in their designated storage cages.
- b) Unit owners and occupiers whose unit entitlement includes a garage secured by a roller door are permitted to secure items in the unit garage.
- c) Further to this, all items owned and stored within the storage cages or garages are to be secured in a way that no items may spill out onto the Common Property.

16. Use of common property

- a) Common property is provided for the use of owners, occupiers and their bona fide guests. These areas are not for general public use.
- b) Owners and occupiers will not permit, by act or omission, access to these areas by members of the public or to leave guests unaccompanied.
- c) Users of the common property areas are expected to respect the community atmosphere engendered by these areas and keep them clean and tidy, and to minimise risk to health and safety.





- d) Subject to any restrictions imposed by the Executive Committee from time to time:
- i. The Outdoor Pool/BBQ area is open for 24-hour use and is subject to the rules relating to nuisance and noise.
 - ii. The Indoor Pool/Spa and sauna will be open for 24-hour use and is subject to the rules relating to nuisance and noise.
 - iii. The cardio and weights gymnasiums are open for 24-hour use subject to the rules relating to nuisance and noise.
 - iv. Due to the significant health and safety risk and danger to pool filtering and pumping equipment, glass is not permitted within the outdoor pool area bounded by the pool fencing, within the indoor pool and spa facility or in the sauna.
 - v. Owners and occupiers must use the BBQ, gymnasium and pool areas in a safe manner and ensure that they comply with all ACT Health and Safety Legislative requirements that apply to the use of these facilities.
 - vi. At all times, owners and occupiers must ensure they are suitably clothed and behaving in a manner not likely to offend other owners and occupiers or their bona fide guests in any common property areas.
- e) The Executive Committee will not unreasonably impose restrictions on the use of the facilities listed above.
- f) Common property cannot be reserved in any way that imposes or implies an exclusive right of use by an owner or occupier or group of owners or occupiers.
- g) Use of facilities must not prevent other owners or occupiers from sharing those facilities. Common sense, courtesy, cooperation and flexibility should be applied at all times.
- h) Owners, occupiers and bona fide guests must not interfere with, cover, damage, obstruct or otherwise alter security cameras and/or other security infrastructure.
- i) The Executive Committee may issue guidelines on the use of common property decided by ordinary resolution. Any guidelines will be made available to all owners.

17. Common Property Parking

- a) There is no provision for visitor parking on Ivy common property for any purpose other than pick-up and drop-off/set-down.
- b) All residents and their visitors are to park in the car parking space(s) allocated to their unit. If any resident requires a vehicle to be parked on the Common Property, permission must be sought from the Building Manager.
- c) Owners, occupiers must comply with all parking conditions and signage. Failure to do so, or to ensure guests do so, may result in action by the Owners Corporation to enforce this rule including:
 - i. Engagement, by the Executive Committee, of private parking contractors to issue fines;
 - ii. Attachment of adhesive reminder notices to non-compliant vehicles;
 - iii. Wheel clamping; or
 - iv. Towing of non-compliant vehicles at the owner's expense.
- d) Limited numbers of temporary parking passes for contractors, tradespeople and other purposes will be made available by request to the Building Manager. Passes are limited in number and for short-term parking only and must be returned to the Building Manager promptly when the requirement for temporary parking on common property ceases.



18. Window Furnishings

- a) If any unit owner and/or occupier installs window and/or sliding door coverings to any external window and/or door, they must be installed on the inside of the window and/or door. All window and/or sliding door coverings must match the existing aesthetics of the building and must be approved by the Executive Committee. Hanging of sheets on windows and/or door coverings is not considered to be in keeping with the existing aesthetic of Ivy and is not permitted.

19. Bocce Area Restrictions

- a) Any game/activity which might result in a direct impact/force down upon the artificial synthetic surface is not permitted due to the risk of damage to the subsurface.

20. Insurance

- a) Pursuant to the requirements of the Unit Titles (Management) Act 2011, the Owners Corporation must hold Building insurance for all defined parts of the buildings in UP4787 as well as Public Liability insurance over common property and Office Bearers' legal liability cover.
 - i. The coverage provided by all components of this Building insurance policy should reflect current market conditions and not result in reduced benefits either to individual owners or to the owners corporation.
- b) Only the Strata Manager can submit a claim to the building insurer. The building insurer will determine whether the claim is valid.
 - i. If the Strata Manager submits a successful claim on behalf of the owners corporation, the owners corporation pays the excess specified in the insurance policy.
- c) An owner wishing to make a claim against the building insurance policy must contact the Strata Manager to request they submit a claim on their behalf.
 - i. If the claim is successful, the owner is required to pay the excess specified in the insurance policy.

21. Ban on Private Use of Common Power

- a) The 240V single GPOs installed in enclosed garages must be used only for their intended purpose of powering the garage door openers.
- b) They must not to be used to charge electric vehicles or to power other electrical appliances such as machines, mobility or E-scooters, E-bicycles, fridges, freezers etc.
- c) Owners found in breach of sub-rule 21 (b) will be charged \$120 per incident (regardless of actual consumption).





Access Canberra

SR\$3355832 10/12/2024 11:00:06 McCa J
 Chief M
3355832
 SPECIAL RESOLUTION

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Land Titles Act 1925

LODGING PARTY DETAILS

Name	Email Address	Customer Reference Number	Contact Telephone Number
Bright & Duggan P/L	customercare@bright-duggan.com.au		02 6156 3305

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block
2435:20	Phillip	24	10

UNITS PLAN NUMBER
4787

DETAILS OF RULES BEING REGISTERED	DATE MEETING HELD (must be registered within 3 months)
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IT WAS RESOLVED that the Owners Corporation agree by Special Resolution to replace existing Rule 4 with the following:

4. Alterations and erections

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

- i. In accordance with the express permission of the Owners Corporation by special resolution; and
- ii. 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).
- iii. However, if the structure is sustainability infrastructure, the Owners Corporation's permission must not be unreasonably withheld.

Examples of permission not unreasonably withheld: Financial, safety or structural considerations or equity of access to common property, easements, facilities or utility services.

Examples of permission unreasonably withheld: External appearance of a unit or the Units Plan.

b) The Owners Corporation delegates its decision-making power under Rule 4 (a) to the Executive Committee for erections and alterations in or on:

- i. The common property — to a maximum value of \$10,000 (GST inclusive).
- ii. A unit — for windows, flooring, sliding doors, balconies, garages and internal renovations.

c) Permission under Rules 4(a) and 4(b) may be given subject to conditions stated in the resolution², noting that:

- i. Windscreens - Installation, modification or alteration to windscreens as part of a unit entitlement is not permitted without consultation with and plans from an appropriate design consultant and must be submitted to the Executive Committee for approval.
- ii. Screen Doors – These are not permitted on the front door of units (a breach of fire regulations).
- iii. Party Walls and Fire Doors – These must not be tampered with to ensure their integrity is maintained and fire rating, acoustic and thermal performance is not degraded.
- iv. Flooring - Alterations (whether timber, laminate, carpet or tiling) must have a verified acoustic rating of at least five (5) stars in accordance with the "Association of Australian Acoustical Consultants (AAAC) Guideline for Apartment and Townhouse Acoustics Rating".
- v. Unit owners who undertake alterations or erections without Owners Corporation or Executive Committee permission can be required to remove or replace them at their own cost.

31st October 2024

IT WAS RESOLVED that the Owners Corporation agree by Special Resolution to amend the following clause in Rule 5 to require that:

The pet owner must not allow their pet to pee or poo on common property and must clean any area of the units plan that is soiled by the animal.

IT WAS RESOLVED that the Owners Corporation agree by Special Resolution to amend the following clause in Rule 5 to require that:

The pet owner takes reasonable steps to ensure the animal does not cause excessive noise, a nuisance or a risk to health or safety.

IT WAS RESOLVED that the Owners Corporation agree by Special Resolution to amend the following clause in Rule 5 to require that:

The pet owner must keep dogs on a leash at all times while on common property.

IT WAS RESOLVED that the Owners Corporation agree by Special Resolution to amend the following clause in Rule 5 to require that:

The pet owner must, within 14 days of the day the animal is first kept within the unit, register the pet with the Owners Corporation by completing the approved Pet Registration Form and forwarding it to the

Strata Manager.

IT WAS RESOLVED that the Owners Corporation agree by Special Resolution to replace existing Alternative Rule 17 with the following:

17. Common Property Parking

- a) There is no provision for owner, resident or visitor parking in the front and side driveways for any purpose other than pick-up and drop-off/set-down.
- b) Parking in the designated emergency vehicle zone is expressly prohibited and can be subject to an immediate Rule Infringement Notice.
- c) Four parking spaces are allocated by the Building Manager for use by contractors, tradespeople and other approved vehicles and are available for resident's trade and service vehicles upon request.
- d) Vehicles (including motorbikes, bicycles, boats and caravans) must be parked within each unit's allocated garage or car space(s) in the basement.
- e) Parking of vehicles in other areas of the basement is not permitted except with the express permission of the Executive Committee.

IT WAS RESOLVED that the Owners Corporation agree by Special Resolution to replace existing Alternative Rule 20 with the following:

20 Insurance

- a) Pursuant to the requirements of the Unit Titles (Management) Act 2011, the Owners Corporation must hold Building insurance for all defined parts of the buildings in UP4787 as well as Public Liability insurance over common property and Office Bearers' legal liability cover.
 - i. The coverage provided by all components of this Building insurance policy should reflect current market conditions and not result in reduced benefits either to individual owners or to the owners corporation.
- b) Only the insurance broker appointed by, and acting on the instructions of, the Executive Committee can submit a claim to the building insurer. The building insurer will determine whether the claim is valid.
 - i. If the insurance broker submits a successful claim on behalf of the Owners Corporation, the Owners Corporation pays the excess specified in the insurance policy.

IT WAS RESOLVED that the Owners Corporation agrees by Special Resolution to adopt the following House Rule:

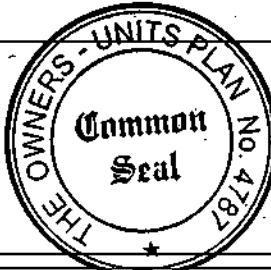
22. Moving In or Out

- a) Each unit owner must:
 - i. Retain an up-to-date copy of these Rules from the Strata Manager.
 - ii. Make a copy of these Rules available to their property manager (if any) and to all tenants, occupiers and users of their unit upon arrival.
- b) Each unit owner and resident long-term tenant must:
 - i. Notify the Strata Manager at least two (2) working days before moving in or moving out.
 - ii. Arrange with the Building Manager to book a lift and have protective lift covers installed before moving in or out.

IT WAS RESOLVED that the Owners Corporation agree by Special Resolution to adopt the following House Rule:

23. Pool Area and Umbrellas

- a) Owners and residents are required to supervise all visitors and children in the outdoor pool area at all times.
- b) Owners and residents must:
 - i. Comply with the Pool Rules.
 - ii. Ensure pool lounges, furniture and the pool umbrellas are used safely.
 - iii. Close and lock down umbrellas after you have used them, or whenever there are high winds, especially if you are the last to leave the area.
 - iv. Leave the pool and BBQ area in a clean and tidy condition.
 - v. Report any damage to the Building Manager.

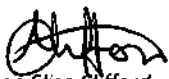
SUPPORTING DOCUMENTATION (Please select appropriate item – Original signed copy must be supplied)	COMMON SEAL OF OWNERS CORPORATION (Seal may be affixed)
<input checked="" type="checkbox"/> Sealed copy of Minutes of Meeting <input type="checkbox"/> Sealed copy of Resolution/Motion <input checked="" type="checkbox"/>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

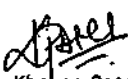
CERTIFICATION *Delete the inapplicable

Applicant

*The Certifier has 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:


 Aislinn Elise Clifford
 Senior Assistant & Operations


 Khelva Patel

for: *Bright & Duggan 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	HB 20/01/2025	Registration Date	

VOI filed: Cat.1



**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)
2435:20	Phillip	24	10		

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
Special Resolutions by Owners Corporation	9

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)
The Owners – Units Plan No 4787



UP 4787 - Owners Corporation Rules
(As approved at the 6th AGM on 31 October 2024)

1. Definitions

a) In these rules:

executive committee representative means a person authorised in writing by the Executive Committee under rule 11(d).

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

balustrade means the entire structure enclosing the outer boundary of a unit balcony comprising glass barrier, stanchions and fastenings and the outer boundary wall of a ground floor unit courtyard.

common property means any area not included within an individual unit entitlement and includes:

- basement garages;
- 'bocce' court;
- children's play area;
- common corridors;
- garden beds;
- driveways;
- entryways;
- footpaths;
- foyers
- grassed areas;
- gymnasiums;
- indoor or outdoor pool areas;
- planter pots;
- sauna;
- security cameras and other security infrastructure; and
- the Wellness Centre including the yoga space.



pet owner means an owner or occupier who keeps an animal in the unit in accordance with rules 5 or 5A.

party wall means a common wall adjoining two units or a unit and common property.

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

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

2. Payment of rates and taxes by unit owners

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

3. Repairs and maintenance

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

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



4. Alterations and erections

- a) A unit owner may erect or alter any structure in or on the unit or the common property only:
- In accordance with the express permission of the Owners Corporation by special resolution; and
 - 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).
 - However, if the structure is sustainability infrastructure, the Owners Corporation's permission must not be unreasonably withheld.

Examples of permission not unreasonably withheld: Financial, safety or structural considerations or equity of access to common property, easements, facilities or utility services.

Examples of permission unreasonably withheld: External appearance of a unit or the Units Plan.

- b) The Owners Corporation delegates its decision-making power under Rule 4 (a) to the Executive Committee for erections and alterations in or on:
- The common property — to a maximum value of \$10,000 (GST inclusive); and
 - A unit — for windows, flooring, sliding doors, balconies, garages and internal renovations.
- c) Permission under Rules 4(a) and 4(b) may be given subject to conditions stated in the resolution, noting that:
- Windscreens - Installation, modification or alteration to windscreens as part of a unit entitlement is not permitted without consultation with and plans from an appropriate design consultant and must be submitted to the Executive Committee for approval.
 - Screen doors - These are not permitted on the front door of units (a breach of the fire regulations).
 - Party Walls and Fire Doors – These must not be tampered with to ensure their integrity is maintained and fire rating, acoustic and thermal performance is not degraded.
 - Flooring - Alterations (whether timber, laminate, carpet or tiling) must have a verified acoustic rating of at least five (5) stars in accordance with the "Association of Australian Acoustical Consultants (AAAC) Guideline for Apartment and Townhouse Acoustics Rating".
 - Unit owners who undertake alterations or erections without Owners Corporation or Executive Committee permission can be required to remove or replace them at their own cost.

5. Pets in units

- a) A unit owner or occupier (the pet owner) may keep an animal, or permit an animal to be kept, within the unit if—
- the total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than three (3); and
 - the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; and
 - the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
 - the pet owner must not allow their pet to pee or poo on common property and must clean any area of the units plan that is soiled by the animal; and
 - the pet owner takes reasonable steps to ensure the animal does not cause excessive noise, a nuisance or a risk to health or safety; and
 - the pet owner must keep dogs on a leash at all times while on common property.



- b) The pet owner must, within 14 days of the day the animal is first kept within the unit, register the pet with the Owners Corporation by completing the approved Pet Registration Form and forwarding it to the Strata Manager.

5A. Assistance animals

- a) The Owners Corporation may require a person who keeps an assistance animal to produce evidence that the animal is an assistance animal. Such evidence is to be provided to the Executive Committee on behalf of the Owners Corporation.

6. Use of common property

- a) A unit owner or occupier 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.

7. Hazardous use of unit

- a) A unit owner or occupier 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.

8. Use of unit—nuisance or annoyance

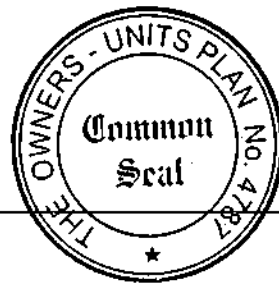
- a) A unit owner or occupier must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner, occupier or user of another unit.
- b) This rule does not apply to a use of a unit if the Executive Committee has given an owner, occupier or user of the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

9. Noise

- a) A unit owner or occupier 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.
- b) This rule does not apply to the making of a noise if the Executive Committee has given the person responsible for making the noise written permission to do so.
- c) Permission may be given subject to stated conditions.
- d) Permission may be withdrawn by special resolution of the Owners Corporation.

10. Illegal use of unit

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



11. What may an Executive Committee representative do?

- a) An Executive Committee representative may do any of the following in relation to a unit at all reasonable times:
 - i. if the committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit— inspect the unit to investigate the breach;
 - ii. carry out any maintenance required under the Act or these rules;
 - i. do anything else the Owners Corporation is required to do under the Act or these rules.
- b) An Executive Committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned in subrule 11 (a).
- c) An Executive Committee representative is not authorised to do anything in relation to a unit mentioned in subrule 11 (a) unless—
 - ii. 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
 - iii. in an emergency, it is essential that it be done without notice.
- d) The Executive Committee may give a written authority to a person to represent the corporation under this rule.

12. Executive Committee Governance Arrangements

As part of their induction process, the minutes of their first meeting will record that each new member of the Executive Committee understands the requirements of the Code of Conduct in Part 1.1, Schedule 1 of the Unit Titles (Management) Act 2011, and they have agreed to adhere to the following governance principles:

Role of the Executive Committee

- a) The Executive Committee will act as a facilitator and day-to-day decision-maker for the Ivy Owners Corporation.
 - i. The Executive Committee is not able to take decisions unless it is granted authority by the Ivy Owners Corporation at an annual or special general meeting.
 - ii. The Executive Committee does not have an enforcement role unless empowered to do so by the Unit Titles (Management) Act 2011 or by authority arising from a decision of the Ivy Owners Corporation at an annual or special general meeting.
 - iii. The Executive Committee must keep proper records and minutes of all decisions taken. These records are to be made available to owners in a timely fashion and retained in accordance with prevailing legislation and regulation.

Position on issues

- b) The Executive Committee does not have a public position on matters unless this is the will of the Ivy Owners Corporation as expressed at an annual or special general meeting.
 - i. The Committee position must reflect that of the Owners Corporation and will not be based on its own agenda.
 - ii. The Executive Committee must seek to address the issues and priorities identified by the Ivy Owners Corporation.
 - iii. The Executive Committee should seek to clarify those responsibilities that fall to owners as members of the Ivy Owners Corporation (for example, those that relate to Common Property) and those matters that remain the responsibility of individual owners.



General Meetings

- c) A principal function of the Executive Committee is to prepare for annual or special general meetings of the Ivy Owners Corporation and to implement agreed outcomes. The Executive Committee shall:
 - i. ensure owners know, in advance, what the likely issues are, the proposed outcome and the decision-making process undertaken to arrive at the Executive Committee position;
 - ii. encourage owners to voice their opinions and raise matters for consideration by the Executive Committee in finalising preparations; and
 - iii. establish and facilitate processes that permit owners to make proposals and suggestions for consideration at meetings of the Ivy Owners Corporation.

Consultation

- d) The Executive Committee shall maintain an "Owners Engagement Plan" to ensure owners are aware of matters affecting their interests as members of the Ivy Owners Corporation.
 - i. Regular information should be made available to owners by way of emails, newsletters, information boards, town hall meetings and circulars to letter boxes.

13. Smoking

- a) An owner, occupier or guest must not smoke tobacco products or e-cigarettes, or allow any other person to smoke, on the common property including all vehicle parking levels, the ground floor and basements, in the gymnasiums, the enclosed pool zones (including BBQ area, the indoor or outdoor swimming pools, spa and sauna), residential level corridors and access passageways and fire stairways.
- b) If a unit owner or occupier smokes in their unit, including on the unit balcony, they must ensure that this does not cause a nuisance to any other unit occupier and they dispose of cigarette butts in an appropriate manner and in such a way as to not pose fire or other health and safety hazards.
- c) To avoid doubt, cigarette butts are never to be disposed of by:
 - i. throwing from balconies; or
 - ii. being discarded in any common property area.

14. Balconies and Terraces

- a) All courtyards and balconies are always to be kept in a neat and tidy condition.
- b) The use of loose glass-tops and light-weight sheets or covers (including loose BBQ lids) are not appropriate on the high-rise outdoor terraces and balconies. The use of lightweight furniture or other items is prohibited unless it is securely attached to the balcony or terrace floor slab.
- c) Due to the high-wind conditions experienced in the area of Ivy, under no circumstances is anything to be left hanging over the balcony balustrades.



15. Storage in basements

- a) Unit owners and occupiers are not permitted to use their car space as storage and all items are to be stored in their designated storage cages.
- b) Unit owners and occupiers whose unit entitlement includes a garage secured by a roller door are permitted to secure items in the unit garage.
- c) Further to this, all items owned and stored within the storage cages or garages are to be secured in a way that no items may spill out onto the Common Property.

16. Use of common property

- a) Common property is provided for the use of owners, occupiers and their bona fide guests. These areas are not for general public use. Real estate and other advertising signs are not permitted.
- b) Owners and occupiers will not permit, by act or omission, access to these areas by members of the public or to leave guests unaccompanied.
- c) Users of the common property areas are expected to respect the community atmosphere engendered by these areas and keep them clean and tidy, and to minimise risk to health and safety.
- d) Subject to any restrictions imposed by the Executive Committee from time to time:
 - i. The Outdoor Pool/BBQ area is open for 24-hour use and is subject to the rules relating to nuisance and noise.
 - ii. The Indoor Pool/Spa and sauna will be open for 24-hour use and is subject to the rules relating to nuisance and noise.
 - iii. The cardio and weights gymnasiums are open for 24-hour use subject to the rules relating to nuisance and noise.
 - iv. Due to the significant health and safety risk and danger to pool filtering and pumping equipment, glass is not permitted within the outdoor pool area bounded by the pool fencing, within the indoor pool and spa facility or in the sauna.
 - v. Owners and occupiers must use the BBQ, gymnasium and pool areas in a safe manner and ensure that they comply with all ACT Health and Safety Legislative requirements that apply to the use of these facilities.
 - vi. At all times, owners and occupiers must ensure they are suitably clothed and behaving in a manner not likely to offend other owners and occupiers or their bona fide guests in any common property areas.
- e) The Executive Committee will not unreasonably impose restrictions on the use of the facilities listed above.
- f) Common property cannot be reserved in any way that imposes or implies an exclusive right of use by an owner or occupier or group of owners or occupiers.
- g) Use of facilities must not prevent other owners or occupiers from sharing those facilities. Common sense, courtesy, cooperation and flexibility should be applied at all times.
- h) Owners, occupiers and bona fide guests must not interfere with, cover, damage, obstruct or otherwise alter security cameras and/or other security infrastructure.
- i) The Executive Committee may issue guidelines on the use of common property decided by ordinary resolution. Any guidelines will be made available to all owners.



17. Common Property Parking

- a) There is no provision for owner, resident or visitor parking on Ivy common property for any purpose other than pick-up and drop-off/set-down.
- b) Parking in the designated emergency vehicle zone is expressly prohibited and can be subject to an immediate Rule Infringement Notice.
- c) Four trade vehicle parking spaces are allocated by the Building Manager for use by contractors, tradespeople and other approved vehicles, and can be made available for a resident's trade and service vehicles upon request.
- d) Vehicles (including motorbikes, bicycles, boats and caravans) must be parked within each unit's allocated garage or car space(s) in the basement.
- e) Parking of vehicles in other areas of the basement is not permitted except with the express permission of the Executive Committee.

18. Window Furnishings

- a) If any unit owner and/or occupier installs window and/or sliding door coverings to any external window and/or door, they must be installed on the inside of the window and/or door. All window and/or sliding door coverings must match the existing aesthetics of the building and must be approved by the Executive Committee. Hanging of sheets on windows and/or door coverings is not considered to be in keeping with the existing aesthetic of the Ivy and is not permitted.

19. Bocce Area Restrictions

- a) Any game/activity which might result in a direct impact/force down upon the artificial synthetic surface is not permitted due to the risk of damage to the subsurface.

20. Insurance

- a) Pursuant to the requirements of the Unit Titles (Management) Act 2011, the Owners Corporation must hold Building insurance for all defined parts of the buildings in UP4787 as well as Public Liability insurance over common property and Office Bearers' legal liability cover.
 - i. The coverage provided by all components of this Building insurance policy should reflect current market conditions and not result in reduced benefits either to individual owners or to the Owners Corporation.
- b) Only the insurance broker appointed by, and acting on the instructions of the Executive Committee can submit a claim to the building insurer. The building insurer will determine whether the claim is valid.
 - i. If the insurance broker submits a successful claim on behalf of the Owners Corporation, the Owners Corporation pays the excess specified in the insurance policy.



21. Ban on Private Use of Common Power

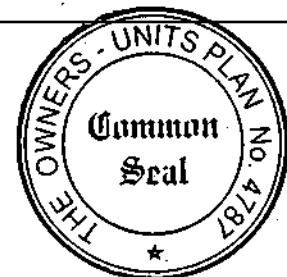
- a) The 240V single GPOs installed in enclosed garages must be used only for their intended purpose of powering the garage door openers.
- b) They must not to be used to charge electric vehicles or to power other electrical appliances such as machines, mobility or E-scooters, E-bicycles, fridges, freezers etc.
- c) Owners found in breach of sub-rule 21 (b) will be charged \$120 per incident (regardless of actual consumption).

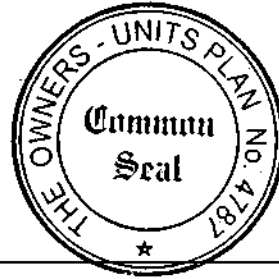
22. Moving In and Out

- a) Each unit owner must:
 - i. Retain an up-to-date copy of these Rules from the Strata Manager.
 - ii. Make a copy of these Rules available to their property manager (if any) and to all tenants, occupiers and users of their unit upon arrival.
- b) Each unit owner and resident tenant must:
 - i. Notify the Strata Manager at least two (2) working days before moving in or moving out.
 - ii. Arrange with the Building Manager to book a lift and have protective lift covers installed before moving in or out.

23. Pool Area and Umbrellas

- a) Owners and residents are required to supervise all visitors and children in the outdoor pool area at all times.
- b) Owners and residents must:
 - i. Comply with the Pool Rules.
 - ii. Ensure pool lounges and furniture and the pool umbrellas are used safely.
 - iii. Close and lock down umbrellas after you have used them, or whenever there are high winds, especially if you are the last to leave the area.
 - iv. Leave the pool and BBQ area in a clean and tidy condition.
 - v. Report any damage to the Building Manager.





UP4787: Pet Registration Form (Rule 5)

Pet Owner	
Name(s)	
Email	
Phone	
Unit number	
Emergency Contact	
Name	
Email	
Phone	
Pet Details	
Type of animal	
Animal's name	
Breed	
Colour	
Registration number	
Microchip number	
(For dogs) date of desexing	
(For cats) born before 1 July 2022	Yes / No
Assistance animal	Yes / No
Total number of pets in Unit	
Declarations	
I have read the Owners Corporation Rules about pets in units	Yes / No
I agree to keep the animal in accordance with the Owners Corporation Rules about pets in units	Yes / No
Signature	
Date	



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LAND TITLES
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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)
2435:20	Phillip	24	10		

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
Special Resolutions by Owners Corporation	13

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)
The Owners – Units Plan No 4787



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ITEM 1: CHAIRPERSON, PROXIES AND APOLOGIES

The reduced quorum meeting opened at 6:01pm. Owners attended both in-person and online (using Strata Vote). Attendance numbers varied slightly during the meeting (total votes for each motion are recorded).

D McLean (Executive Committee chairperson) was confirmed as the Chair of the meeting. All six absentee votes and one proxy were accepted. Melissa Li and Victoria Sullivan, both of Bright & Duggan, facilitated the meeting on behalf of the Owners Corporation and managed the voting process (in-room and online).

ITEM 2: CHAIRPERSON'S REPORT

The Chairperson's report was included in the AGM Attachment Pack (Item 2).

ITEM 3: ADOPTION OF 5th AGM MINUTES (ORDINARY RESOLUTION)

The minutes of the 5th AGM of UP4787 were provided in the AGM Attachment Pack (Item 3).

An owner (Unit 101) advised that he didn't think that the minutes were accurate as they didn't capture his concerns about the Sinking Fund Plan, particularly that the Plan didn't include annual percentage increases in Sinking Fund levies and his concerns about excess long-term savings resulting from the Plan in fifteen years' time.

The Chair explained that the minutes only recorded the actual actions/discussion that occurred in meeting and that they were considered to be an accurate reflection of the meeting. The Chair noted that there was no commitment at the AGM to capture the details of the annual percentage increase in levies in the AGM minutes but offered to provide a table setting out these annual increases on BuildingLink as a supplement to the current Sinking Fund Plan for the benefit of all owners.

MOTION 1: IT WAS RESOLVED that the minutes of the 5th Annual General Meeting, held on 1 November 2023, are a true and accurate record of the proceedings of that meeting.

For (52) Against (0) Abstained (9)

Motion Carried (Total Votes – 61)

ITEM 4: INSURANCE (ORDINARY RESOLUTION)

The Owners Corporation holds building insurance for all defined parts of the buildings. The Chair noted that a new insurance broker (Gallagher) was appointed on 22 August 2024. The building insurance policies for 2024-25 were renewed on 20 September 2024, resulting in considerable budget savings to the Owners Corporation.

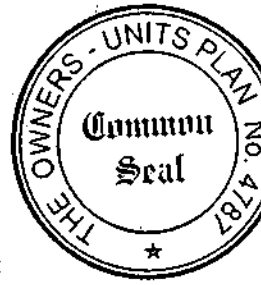
The Certificates of Insurance for The Ivy's 2024-25 building policies were provided in the AGM Attachment Pack (Item 4).



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MOTION 2: IT WAS RESOLVED that the Owners Corporation authorise the Executive Committee to:

- a) Obtain an updated insurance valuation for The Ivy from a qualified contractor before September 2025.
- b) Obtain quotations from a qualified insurance broker for the renewal of UP4787 insurance policies before they fall due.
- c) Place and/or renew these insurance policies on terms the Committee considers appropriate.

For (56) Against (1) Abstained (5)

Motion Carried (Total Votes – 62)

ITEM 5: TREASURER'S REPORT FOR 2023-24 (ORDINARY RESOLUTION)

The Treasurer's Report on financial activities in 2023-24 was provided in the AGM Attachment Pack (Item 5). Members of the Owners Corporation expressed their thanks to the Treasurer for her diligence and excellent work throughout the year.

MOTION 3: IT WAS RESOLVED that the Treasurer's Report for the period 1 October 2023 to 30 September 2024 as presented be accepted.

For (56) Against (0) Abstained (6)

Motion Carried (Total Votes – 62)

ITEM 6: AUDITED FINANCIALS (ORDINARY RESOLUTION)

The audited financial report for FY 2023-24 was finalised by the auditor, Kelly + Partners, on 25 October 2024 and circulated to owners by Bright & Duggan on the same date.

MOTION 4: IT WAS RESOLVED that the Owners Corporation:

- a) Accept as presented the audited financial accounts of UP4787 for the financial year 1 October 2023 to 30 September 2024; and
- b) Authorise the Strata Manager to finalise the financial accounts for FY 2024-25 at the beginning of October 2025, so they can be audited in time for the 7th Annual General Meeting; and
- c) Authorise the Executive Committee to appoint an independent auditor for this purpose.

For (56) Against (0) Abstained (6)

Motion Carried (Total Votes – 62)

ITEM 7: STRATA MANAGEMENT CONTRACT (ORDINARY RESOLUTION)

The Chair noted that the Executive Committee unanimously agreed on 19 September 2024 to recommend to the Owners Corporation that Bright & Duggan (ACT) Pty Ltd be appointed as our Strata Manager from 1 December 2024. It was also noted the proposed contract with Bright & Duggan (Attachment Pack – Item 7) provides a saving of at least \$32,700 in 2024-25, compared with other leading strata firms in Canberra. As the annual contract price of \$89,990 (including GST) is fixed until 2026-27, these savings will increase in future years.

Several owners sought advice on how the Bright & Duggan contract review process would work. They were advised that the new strata contract locked in the fixed price agreement (and annual savings) for three years. The mid-2025 review will ensure all elements of the agreement are working satisfactorily for both parties,

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including that Tristan Veurink (Bright & Duggan's ACT Branch Manager) remains as our strata manager. The contract allowed for termination without penalty to the owners corporation if, upon review, the contract was found to not be delivering the expected level of service.

MOTION 5: IT WAS RESOLVED in accordance with Section 50 of the Unit Titles (Management) Act 2011, that the Owners Corporation:

- a) Agree to appoint Bright & Duggan (ACT) Pty Ltd as Strata Manager of Units Plan 4787, commencing 1 December 2024, initially for a one-year period.
- b) Following a mid-2025 review with Bright & Duggan (ACT) Pty Ltd, authorise the Executive Committee to roll over this Agreement for another two years as appropriate.
- c) Authorise the Executive Committee to execute a Strata Management Agreement ("Agreement") giving effect to this appointment up to a base contract value of \$269,970 (including GST) over the three-year period to 2026-27.
- d) Authorise the Chairperson of the Executive Committee to affix the common seal of the Owners Corporation to this Agreement.

For (52) Against (2) Abstained (8)

Motion Carried (Total Votes – 62)

ITEM 8: FACILITIES MANAGEMENT CONTRACT (ORDINARY RESOLUTION)

The Chair noted the Executive Committee had unanimously agreed on 19 September 2024 to recommend that Point Facilities Solutions be contracted to provide facilities and building management services for another three years. The new Contract was included in the AGM Attachment Pack (Item 8).

MOTION 6: IT WAS RESOLVED in accordance with Section 60 of the Unit Titles (Management) Act 2011, that the Owners Corporation:

- a) Agree to appoint Point Facilities Solutions as service contractor to inspect, oversight and coordinate facilities and building maintenance services to the Owners Corporation for a period of three (3) years, commencing 2 December 2024.
- b) Authorise the Executive Committee to execute a Facilities Management Agreement ("Agreement") to give effect to this appointment up to a total base contract value of \$373,120 (including GST) over the three-year period to 2026-27.
- c) Authorise the Chairperson of the Executive Committee to affix the common seal of the Owners Corporation to this Agreement.

For (54) Against (0) Abstained (7)

Motion Carried (Total Votes – 61)

ITEM 9: ADMINISTRATIVE FUND BUDGET 2024-25 (ORDINARY RESOLUTION)

This motion sets the Administrative Fund Budget for 2024-25 (AGM Attachment Pack – Item 9). The Chair noted the Executive Committee has been able to limit the Budget increase for 2024-25 to just 3.3%.



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MOTION 7: IT WAS RESOLVED that the Owners Corporation adopt the Administrative Fund expenditure budget of \$1,404,303 ex GST, for the period 1 October 2024 to 30 September 2025.

For (54) Against (0) Abstained (7)

Motion Carried (Total Votes – 61)

The approved 2024-25 Administrative Fund Budget is at **Addendum 1**.

**ITEM 10: ADMINISTRATIVE FUND LEVY – OWNER CONTRIBUTIONS FOR 2024-25
(ORDINARY RESOLUTION)**

This motion sets the UP4787 Administrative Fund Levy for 2024-25. The levy is inclusive of GST. The Chair noted that two (2) sets of expense offsets were proposed in the Admin Fund Budget approved at Item 9. These will reduce owners levy contributions in 2024-25 by a total of \$215,136 to \$1,189,167 (ex GST). Compared with 2023-24, the increase in owner contributions is \$5.33 per UOE (4.25%), including GST, due primarily to inflation and mandatory fire system repair costs this year.

MOTION 8: IT WAS RESOLVED that Administrative Fund levy contributions of \$1,189,167 ex GST (\$1,308,084 including GST) be paid by owners in accordance with their Units of Entitlement (UOE) for the period 1 October 2024 to 30 September 2025.

- a) These payments are to be made in four (4) equal installments due on 1 December 2024, 1 March 2025, 1 June 2025 and 1 September 2025.

For (53) Against (0) Abstained (8)

Motion Carried (Total Votes – 61)

Each owner's quarterly payment and annual contribution to the UP4787 Admin Fund (including GST) was listed in the levy contribution table in the AGM Attachment Pack (Item 10) and is attached at **Addendum 2**.

**ITEM 11: SINKING FUND LEVY – OWNER CONTRIBUTIONS FOR 2024-25
(ORDINARY RESOLUTION)**

The current Sinking Fund Plan for UP4787 was approved at the 5th Annual General Meeting on 1 November 2023 (the annual table is in the AGM Attachment Pack - Item 11). Levy contributions in 2024-25 were discussed at the Town Hall meeting on 25 September 2024. This motion implements the approved Sinking Fund Plan levy for 2024-25.

MOTION 9: IT WAS RESOLVED that a Sinking Fund contribution of \$300,687 ex GST (\$330,756 GST incl.) be determined for the period 1 October 2024 to 30 September 2025, as per the approved Sinking Fund Plan.

- a) Owner's contributions are to be made in accordance with their Units Of Entitlement, to be paid in four (4) equal instalments due on 1 December 2024, 1 March 2025, 1 June 2025 and 1 September 2025.
- b) Consistent with the Unit Titles (Management) Act, 2011, the Strata Manager is directed to establish and maintain a separate set of financial accounts for the UP4787 Sinking Fund.
- c) The Executive Committee may set and agree a funding threshold above which any additional Admin Funds can be transferred to the Sinking Fund at the end of each financial year.

For (51) Against (1) Abstained (9)

Motion Carried (Total Votes – 61)

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Each owner's quarterly payment and annual contribution to the UP4787 Sinking Fund (including GST) was listed in the levy contribution table in the AGM Attachment Pack (Item 11) and is attached at **Addendum 3**.

ITEM 12: STRUCTURAL DEFECTS REPORT (ORDINARY RESOLUTION)

The Chair noted the ACT Building Act 2004 requires the builder (or seller) to provide a statutory warranty on all structural elements of the Ivy building, including all components of external walls and waterproofing, for a period of six years from the completion of residential building work (i.e. until 1 December 2025).

Completion of a structural condition assessment by a suitably qualified engineering firm is important to ensure the statutory warranty can be enforced and remediation work is undertaken by the builder (Milin). Both the Strata Manager and Building Manager have advised it is important this work be undertaken before the end of this expiry period.

The Chair noted the Executive Committee had agreed at its meeting on 3 October 2024 to recommend to the AGM that this work be funded from existing cash reserves (up to \$80,000 ex GST), rather than through an additional special levy. This expenditure was included in the approved Admin Fund Budget (Item 9)

MOTION 10: IT WAS RESOLVED that the Owners Corporation:

- a) Agree the Executive Committee should commission a Structural Defects Report for UP4787 to enforce the 6-year statutory warranty on structural elements of the Ivy buildings; and
- b) Instruct the Executive Committee to finalise the Structural Defects Report in a timely manner and ensure the completed Report is provided to Milin Builders before 1 December 2025.

For (54) Against (1) Abstained (6)

Motion Carried (Total Votes – 61)

ITEM 13: WELLNESS ROOM UPGRADE – IMPROVEMENT PROPOSAL (ORDINARY RESOLUTION)

The Chair noted this motion was discussed at the Town Hall meeting on 25 September 2024 (AGM Attachment Pack - Item 13). As the approved Admin Budget for 2024-25 (Item 9) has agreed that expenditure on this upgrade under the 2% Ivy Improvement Fund should be offset against existing cash reserves, there is no additional levy or charge for this proposal.

The owner of unit 180 queried whether these improvements were needed, given the room is not underutilised in his view. He noted the inclusion of carpet and curtains was a good idea but he was concerned the inclusion of furniture and plants could provide an obstruction.

Several owners (units 45 and 244) spoke in support of the motion, noting that all interested owners can be involved in finalising the detailed proposals that go to the Executive Committee for decision.

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MOTION 11: IT WAS RESOLVED that the Owners Corporation agree to upgrade and improve useability of the Wellness Room, at an estimated cost of \$20,000 (ex GST), to be funded from the Admin Budget 2% Ivy Improvement Fund.

- a) An Executive Committee sub-committee will be formed. All interested owners are welcome to help develop and refine the Improvement Proposal that goes to the Executive Committee for final approval.

For (40) Against (11) Abstained (10)

Motion Carried (Total Votes – 61)

ITEM 14: POOLSIDE UMBRELLAS (ORDINARY RESOLUTION)

The Chair noted this motion was also discussed at the Town Hall meeting on 25 September 2024 (AGM Attachment Pack - Item 14). There is no additional charge for this proposal as the Admin Fund Budget (approved at Item 9) has agreed the cost of this Improvement Proposal (estimated at up to \$20,000 ex GST) is to be met from existing cash reserves.

The owner of unit 40 queried whether cantilever umbrellas were sufficiently stable, given the potential for high wind conditions. There was also a query whether they might affect our insurance policies. The Chair advised this was unlikely and that only high wind-rated umbrellas would be considered. The owner of unit 180 commented he did not believe the proposal was necessary, given that he swims every day and people seemed happy to sunbake.

Other owners (units 45, 148, and 259) supported the proposal, noting how hot the mod-wood paneling became, the lack of shade and the risk of skin cancer which were deterrents in using the outdoor pool.

MOTION 12: IT WAS RESOLVED that the Owners Corporation agree to install up to five (5) commercial grade cantilever umbrellas around the outdoor pool, at an estimated cost of \$20,000 (ex GST) from cash reserves.

For (46) Against (7) Abstained (8)

Motion Carried (Total Votes – 61)

ITEM 15: 2025 MAINTENANCE PLAN (ORDINARY RESOLUTION)

It is a requirement of the Unit Titles (Management) Act Section 24(2) that the Owners Corporation have an annual Maintenance Plan. The UP4787 Maintenance Plan for 2025 was prepared with the assistance of the Facilities Manager (AGM Attachment Pack - Item 15).

MOTION 13: IT WAS RESOLVED that the Owners Corporation adopt the UP4787 Maintenance Plan for 2025.

For (53) Against (0) Abstained (7)

Motion Carried (Total Votes – 60)

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ITEM 16: CONTRACTORS AND SUPPLIERS (ORDINARY RESOLUTION)

MOTION 14: IT WAS RESOLVED that the Owners Corporation authorise the incoming Executive Committee to review all contracts and service agreements that are due for renewal before the next Annual General Meeting and to execute these contracts and agreements as required.

For (53) Against (0) Abstained (7)

Motion Carried (Total Votes – 60)

ITEM 17: FIRE SAFETY STATEMENT (FOR NOTING)

The current Annual Condition and Fire Safety Statement, prepared by Complete Essential Fire and Air (CEFA) on 22 May 2024, was included in the AGM Attachment Pack - Item 17.

ITEM 18: BASEMENT ENTRY REMOTE CONTROL AUDIT (ORDINARY RESOLUTION)

An audit of basement entry remotes is planned for February-April 2025. The Executive Committee and Building Manager will provide plenty of notice when the audit is scheduled to take place.

MOTION 15: IT WAS RESOLVED that the Owners Corporation agree:

- (a) to undertake an audit of all remote controls programmed to open The Ivy basement entry roller door in early 2025;
- (b) all remote controls programmed into the access control receiver that are not accounted for, are to be deleted after a grace period; and
- (c) owners and residents can still have their remotes reprogrammed into the system after this grace period by contacting the Builder Manager.

For (51) Against (1) Abstained (8)

Motion Carried (Total Votes – 60)

PROPOSED CHANGES TO OWNERS CORPORATION RULES (REGISTERED BY-LAWS)

The Chair noted the following Rule changes were discussed at the Town Hall meeting on 25 September 2024. A marked-up copy of each of these new Rules was included in the Attachment Pack (Item 19-24), with proposed changes highlighted (in blue), namely:

- Rule 4 – Alterations and Erections (Agenda Item 19)
- Rule 5 – Pets in Units (Agenda Item 20)
- Rule 17 – Common Property Parking (Agenda Item 21)
- Rule 20 – Insurance (Agenda Item 22)
- Rule 22 – Moving In and Moving Out (Agenda Item 23)
- Rule 23 – Pool Areas and Umbrellas (Agenda Item 24).

Each of these proposed Rule changes requires a special resolution. The Chair noted the agreed Rule changes are to be registered within three (3) months of the AGM. A full copy of the updated UP4787 Corporation Rules, as agreed at this meeting (items 19 to 24), is provided at **Addendum 4**.

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ITEM 19: ALTERATIONS AND ERECTIONS - RULE 4 (SPECIAL RESOLUTION)

Refinements were proposed to bring Owners Corporation Rule 4 (Alterations and Erections) into line with current legal best practice (AGM Attachment Pack - Item 19).

MOTION 16: IT WAS RESOLVED that the Owners Corporation agree by Special Resolution to replace existing Rule 4 with the following:

4. Alterations and erections

- a) A unit owner may erect or alter any structure in or on the unit or the common property only—
- In accordance with the express permission of the Owners Corporation by special resolution; and
 - 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).
 - However, if the structure is sustainability infrastructure, the Owners Corporation's permission must not be unreasonably withheld.

Examples¹ of permission not unreasonably withheld: Financial, safety or structural considerations or equity of access to common property, easements, facilities or utility services.
Examples of permission unreasonably withheld: External appearance of a unit or the Units Plan.

- b) The Owners Corporation delegates its decision-making power under Rule 4 (a) to the Executive Committee for erections and alterations in or on:
- The common property — to a maximum value of \$10,000 (GST inclusive).
 - A unit — for windows, flooring, sliding doors, balconies, garages and internal renovations.
- c) Permission under Rules 4(a) and 4(b) may be given subject to conditions stated in the resolution², noting that:
- Windscreens - Installation, modification or alteration to windscreens as part of a unit entitlement is not permitted without consultation with and plans from an appropriate design consultant and must be submitted to the Executive Committee for approval.
 - Screen Doors – These are not permitted on the front door of units (a breach of fire regulations).
 - Party Walls and Fire Doors – These must not be tampered with to ensure their integrity is maintained and fire rating, acoustic and thermal performance is not degraded.
 - Flooring - Alterations (whether timber, laminate, carpet or tiling) must have a verified acoustic rating of at least five (5) stars in accordance with the "Association of Australian Acoustical Consultants (AAAC) Guideline for Apartment and Townhouse Acoustics Rating".
 - Unit owners who undertake alterations or erections without Owners Corporation or Executive Committee permission can be required to remove or replace them at their own cost.

For (53) Against (0) Abstained (7)

Motion Carried (Total Votes – 60)

¹ An example is part of the Act, is not exhaustive and may extend, but does not limit, the meaning of a provision in which it appears (see Legislation Act, s126 and s132).

² The Executive Committee may issue an EC Guideline on its decision-making process.

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ITEM 20: PETS IN UNITS - RULE 5 (SPECIAL RESOLUTIONS)

The Chair noted amendments were proposed to several clauses in Owners Corporation Rule 5 on Pets in Units (Default Rule 1.6), given recent owner concerns about pet management (AGM Attachment Pack - Item 20). Each of the five (5) sub-motions was voted on separately.

MOTION 17(a): IT WAS RESOLVED that the Owners Corporation agree by Special Resolution to amend the following clause in Rule 5 to require that:

The pet owner must not allow their pet to pee or poo on common property and must clean any area of the units plan that is soiled by the animal.

For (50) Against (1) Abstained (9)

Motion Carried (Total Votes – 60)

MOTION 17(b): IT WAS RESOLVED that the Owners Corporation agree by Special Resolution to amend the following clause in Rule 5 to require that:

The pet owner takes reasonable steps to ensure the animal does not cause excessive noise, a nuisance or a risk to health or safety.

For (51) Against (0) Abstained (9)

Motion Carried (Total Votes – 60)

MOTION 17(c): IT WAS RESOLVED that the Owners Corporation agree by Special Resolution to amend the following clause in Rule 5 to require that:

The pet owner must keep dogs on a leash at all times while on common property.

For (52) Against (0) Abstained (8)

Motion Carried (Total Votes – 60)

MOTION 17(d): IT WAS NOT RESOLVED that the Owners Corporation agree by Special Resolution to amend the following clause in Rule 5 to require that:

The pet owner is not permitted to take dogs into the children's playground and east side common area, the rear gardens or around the outdoor pool.

This rule change generated discussion by owners seeking clarification and speaking for and against the motion. The owner of unit 40 was concerned that, while The Ivy is a pet-friendly complex, there was nowhere suitable for animals to do their business. She also explained that, for personal reasons, she was often unable to exercise her dog outside the complex and relied on spending time with her in the common area. The owner of unit 270 advised that pet toilets could be purchased and plumbed in. It was also noted by an owner that the new 'no pee or poo' rule, as well as the requirement for a leash, would restrict the behaviour of animals in this area. The owner of unit 52 indicated she would raise a suggestion for discussion under General Business. Various owners spoke in support of the proposal. The motion was declared NOT CARRIED on the night.

For (40) Against (13) Abstained (7)

Motion Not Carried (Total Votes – 60)

MOTION 17(e): IT WAS RESOLVED that the Owners Corporation agree by Special Resolution to amend the following clause in Rule 5 to require that:

The pet owner must, within 14 days of the day the animal is first kept within the unit, register the pet with the Owners Corporation by completing the approved Pet Registration Form and forwarding it to the Strata Manager.

For (49) Against (2) Abstained (7)

Motion Carried (Total Votes – 58)



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ITEM 21: COMMON PROPERTY PARKING - RULE 17 (SPECIAL RESOLUTION)

The Chair advised that existing provisions in existing Owners Corporation Rule 17 (Common Property Parking) were unenforceable. An owner (unit 275) queried why we were not voting on each sub-item in the motion as occurred for the revised pet rules. The Chair advised each of the pet rule changes were drafted so that each sub-item was an independent alteration or addition to the current rules, whilst the parking rules were drafted as a replacement Rule, supporting the recent changes to designated parking arrangements in the front driveway (AGM Attachment Pack - Item 21).

MOTION 18: IT WAS RESOLVED that the Owners Corporation agree by Special Resolution to replace existing Alternative Rule 17 with the following:

17. Common Property Parking

- a) There is no provision for owner, resident or visitor parking in the front and side driveways for any purpose other than pick-up and drop-off/set-down.
- b) Parking in the designated emergency vehicle zone is expressly prohibited and can be subject to an immediate Rule Infringement Notice.
- c) Four parking spaces are allocated by the Building Manager for use by contractors, tradespeople and other approved vehicles and are available for resident's trade and service vehicles upon request.
- d) Vehicles (including motorbikes, bicycles, boats and caravans) must be parked within each unit's allocated garage or car space(s) in the basement.
- e) Parking of vehicles in other areas of the basement is not permitted except with the express permission of the Executive Committee.

For (48) Against (1) Abstained (9) Motion Carried (Total Votes – 58)

ITEM 22: INSURANCE - RULE 20 (SPECIAL RESOLUTION)

Clarifications were proposed to Owners Corporation Rule 20 (Insurance), given recent expert advice (AGM Attachment Pack - Item 22).

MOTION 19: IT WAS RESOLVED that the Owners Corporation agree by Special Resolution to replace existing Alternative Rule 20 with the following:

20 Insurance

- a) Pursuant to the requirements of the Unit Titles (Management) Act 2011, the Owners Corporation must hold Building insurance for all defined parts of the buildings in UP4787 as well as Public Liability insurance over common property and Office Bearers' legal liability cover.
 - i. The coverage provided by all components of this Building insurance policy should reflect current market conditions and not result in reduced benefits either to individual owners or to the owners corporation.



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- b) Only the insurance broker appointed by, and acting on the instructions of, the Executive Committee can submit a claim to the building insurer. The building insurer will determine whether the claim is valid.
- i. If the insurance broker submits a successful claim on behalf of the Owners Corporation, the Owners Corporation pays the excess specified in the insurance policy.

For (47) Against (1) Abstained (10)

Motion Carried (Total Votes – 58)

**ITEM 23: PROPOSED NEW OC RULE – MOVING IN AND OUT (RULE 22)
(SPECIAL RESOLUTION)**

The Chair indicated this was a new procedural Rule on 'Moving In and Out' to cover gaps in the current House Rule framework (AGM Attachment Pack Item 23).

MOTION 20: IT WAS RESOLVED that the Owners Corporation agrees by Special Resolution to adopt the following House Rule:

22. Moving In or Out
- a) Each unit owner must:
- i. Retain an up-to-date copy of these Rules from the Strata Manager.
 - ii. Make a copy of these Rules available to their property manager (if any) and to all tenants, occupiers and users of their unit upon arrival.
- b) Each unit owner and resident long-term tenant must:
- i. Notify the Strata Manager at least two (2) working days before moving in or moving out.
 - ii. Arrange with the Building Manager to book a lift and have protective lift covers installed before moving in or out.

For (46) Against (2) Abstained (10)

Motion Carried (Total Votes – 58)

**ITEM 24: PROPOSED NEW OC RULE – POOL AREAS AND UMBRELLAS (RULE 23)
(SPECIAL RESOLUTION)**

This proposed new House Rule (AGM Attachment Pack Item 24) accompanied the Improvement proposal for umbrellas in the outdoor pool area that was agreed at Agenda Item 14.

The owner of unit 45 queried where the responsibility for visitors and children lay. In short, each owner has direct responsibility for their own family/guests as well as a general responsibility to ensure all residents and visitors respect our Owners Corporation Rules. An owner requested that signs be installed explain the procedure for using the umbrellas. It was agreed that the pool signage would be updated to reflect the revised rules.



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MOTION 21: IT WAS RESOLVED that the Owners Corporation agree by Special Resolution to adopt the following House Rule:

23. Pool Area and Umbrellas

- a) Owners and residents are required to supervise all visitors and children in the outdoor pool area at all times.
- b) Owners and residents must:
 - i. Comply with the Pool Rules.
 - ii. Ensure pool lounges, furniture and the pool umbrellas are used safely.
 - iii. Close and lock down umbrellas after you have used them, or whenever there are high winds, especially if you are the last to leave the area.
 - iv. Leave the pool and BBQ area in a clean and tidy condition.
 - v. Report any damage to the Building Manager.

For (47) Against (0) Abstained (11)

Motion Carried (Total Votes – 58)

**ITEM 25: ELECTION OF EXECUTIVE COMMITTEE FOR 2024-25
(ORDINARY RESOLUTION)**

An EC Nomination form was included in the Notice of Meeting Pack for the 6th AGM.

Bright & Duggan advised six nominations had been received for the new Executive Committee in 2024-25:

- J O'Brien – Unit 52
- C van Gelder – Unit 78
- P Stanton – Unit 86
- D Macpherson - Unit 208
- K O'Brien – Unit 259
- D McLean - Unit 264

MOTION 22: IT WAS RESOLVED that the Owners Corporation elect an Executive Committee of between three (3) and seven (7) members from nominations of eligible members.

Each nomination was elected. The Chair advised the meeting of the importance of owners volunteering to help manage the Owners Corporation as members of the Executive Committee team, explaining the benefit and important skills that could be learnt helping manage a corporation that manages more than \$1.4 million in income and expenditure each year. The Chair invited additional nominations from other owners but no other nominations were received on the night.

For (47) Against (1) Abstained (10)

Motion Carried (Total Votes – 58)



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GENERAL BUSINESS

The following motion authorised the new incoming Executive Committee to implement the outcomes of this AGM and to take account of issues raised by owners under general discussion.

MOTION 23: IT WAS RESOLVED that the Owners Corporation note:

- a) The incoming Executive Committee is to give priority consideration to the following matters in 2024-25:
 - All motions agreed at this AGM.
 - Other items as agreed at the meeting.
- (b) Items of a general nature that were raised and discussed by owners at the meeting (recorded below).

For (46) Against (1) Abstained (11)

Motion Carried (Total Votes – 58)

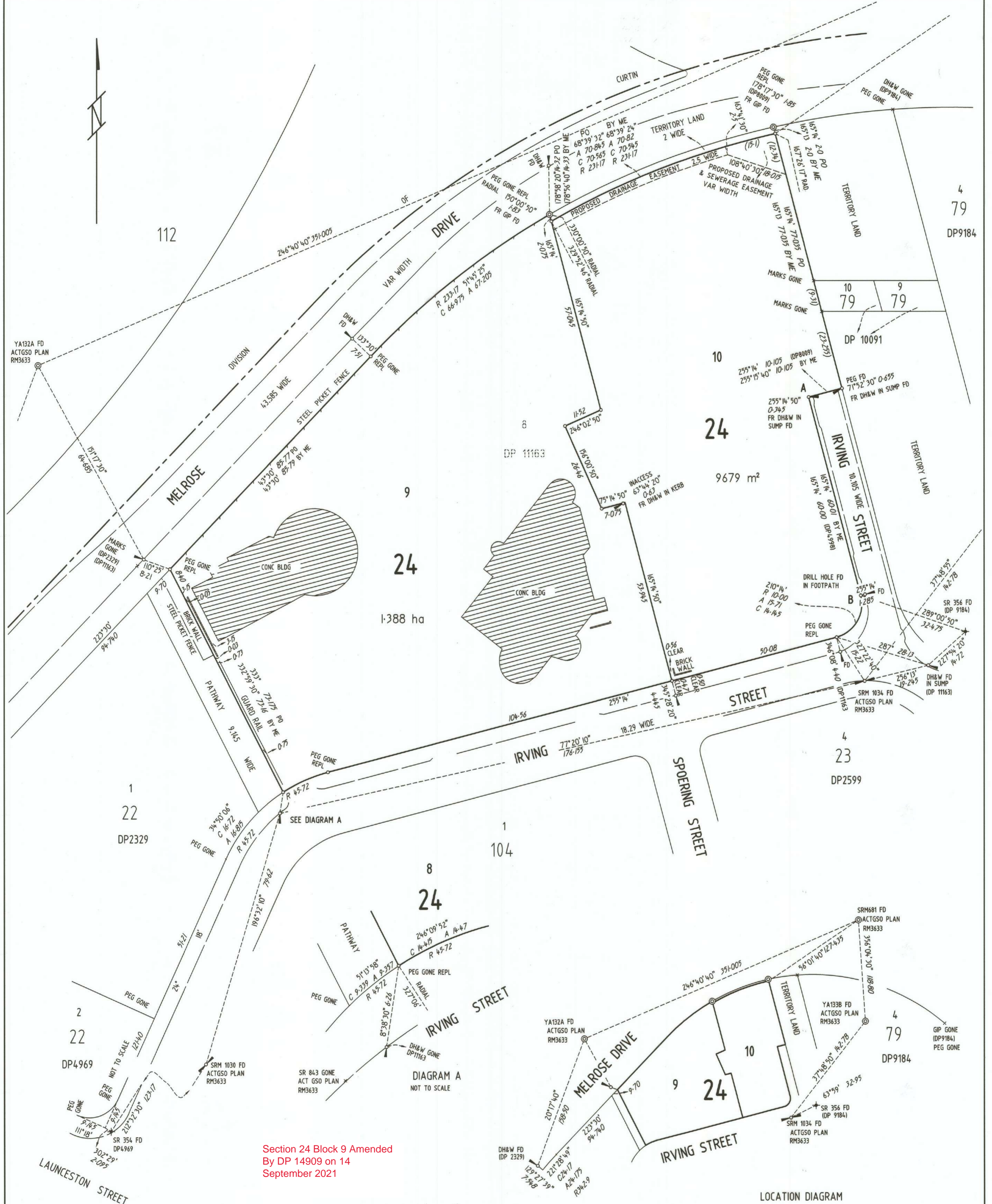
ISSUES RAISED BY OWNERS

Referring to the discussion on motion 17(d), the owner of unit 52 requested that the new Executive Committee explore the possibility of setting up a pet-friendly area (dog park?) in the north-east corner of the rear gardens, given several of the trees there are being removed.

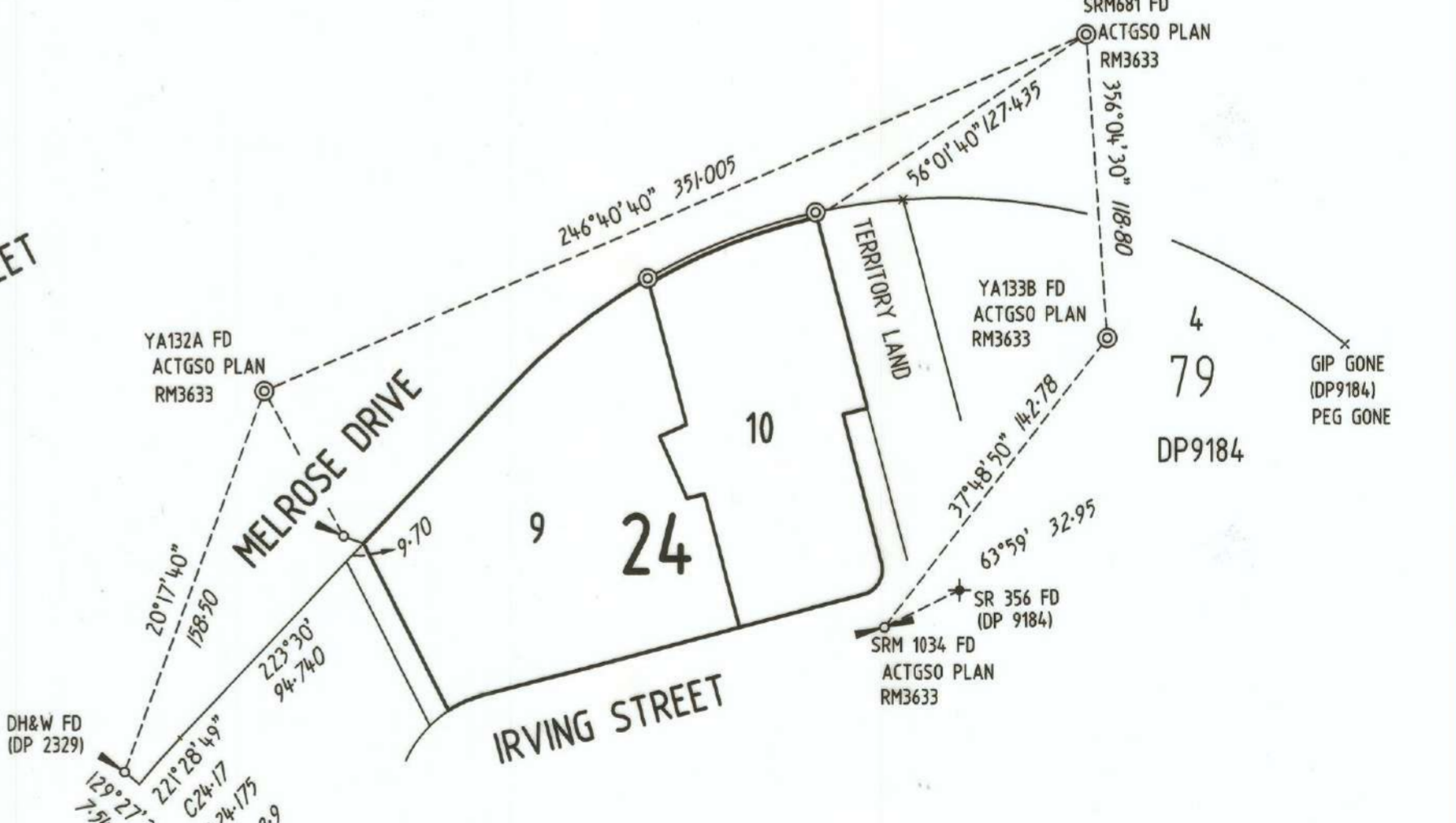
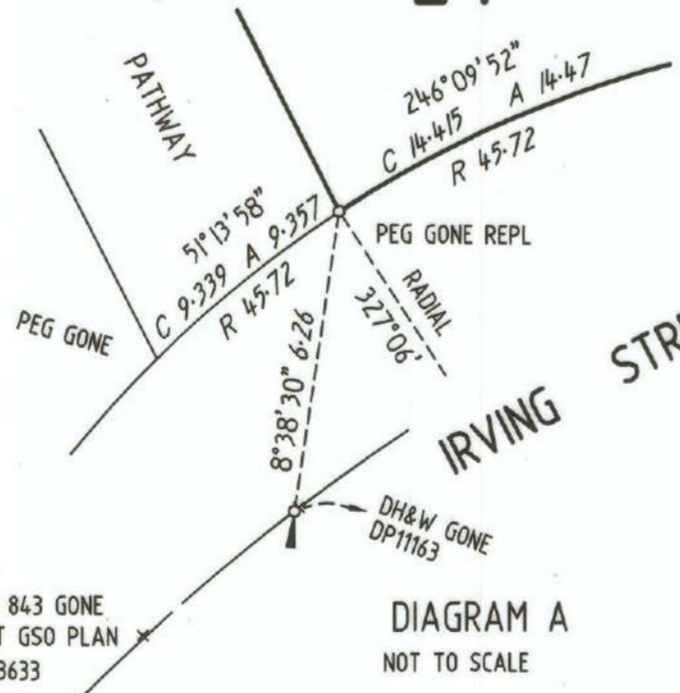
No other items of general business were raised.

The 6th Annual General Meeting closed at 8.04 pm.

13



Section 24 Block 9 Amended
 By DP 14909 on 14
 September 2021



- REFERENCE MARKS**
- ⊙ Denotes GIP in road 1.83 radially from TP
 - ⊙ Denotes CB in road 1.83 radially from TP
 - ⊙ Denotes PLAQUE IN KERB
 - ⊙ Denotes DEEP DRIVEN ROD
 - ⊙ Denotes DH&W IN KERB
 - ⊙ (Except as otherwise shown)

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

Azimuth: A-B (Strom)
 Field Books:
 Surveyor's Ref : 13091.05

I, DAVID AMBROSE STONE
 of LANDdata SURVEYS Pty Ltd 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 23 August 2017

(Signature) *David Ambrose Stone* 20/02/18
 Surveyor registered under the Surveyors Act 2007.

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

Jeff Brown 21-02-2018
 Surveyor-General of the ACT

PLAN OF
BLOCKS 9 & 10 SECTION 24
BEING A SUBDIVISION OF BLOCK 8

DIVISION: PHILLIP
 DISTRICT: WODEN VALLEY
 AUSTRALIAN CAPITAL TERRITORY

SCALE 1:600
 0 5 10 20 30 40 METRES

Deposited in the office of the Registrar of Titles at Canberra
 in the Australian Capital Territory the twelfth
 day of April 2018 at 30 minutes
 past 10 o'clock in the before noon

Approved *Alison Purvis*
 Alison Purvis
 Registrar-General

DEPOSITED PLAN
11547
 AMENDS DP 11163

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

Sheet No. 1 of 54

SITE PLAN

LAND DETAILS

Block
10

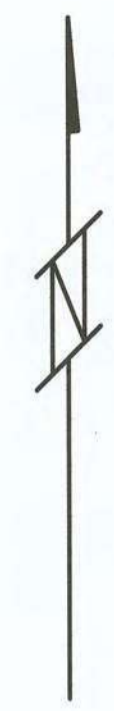
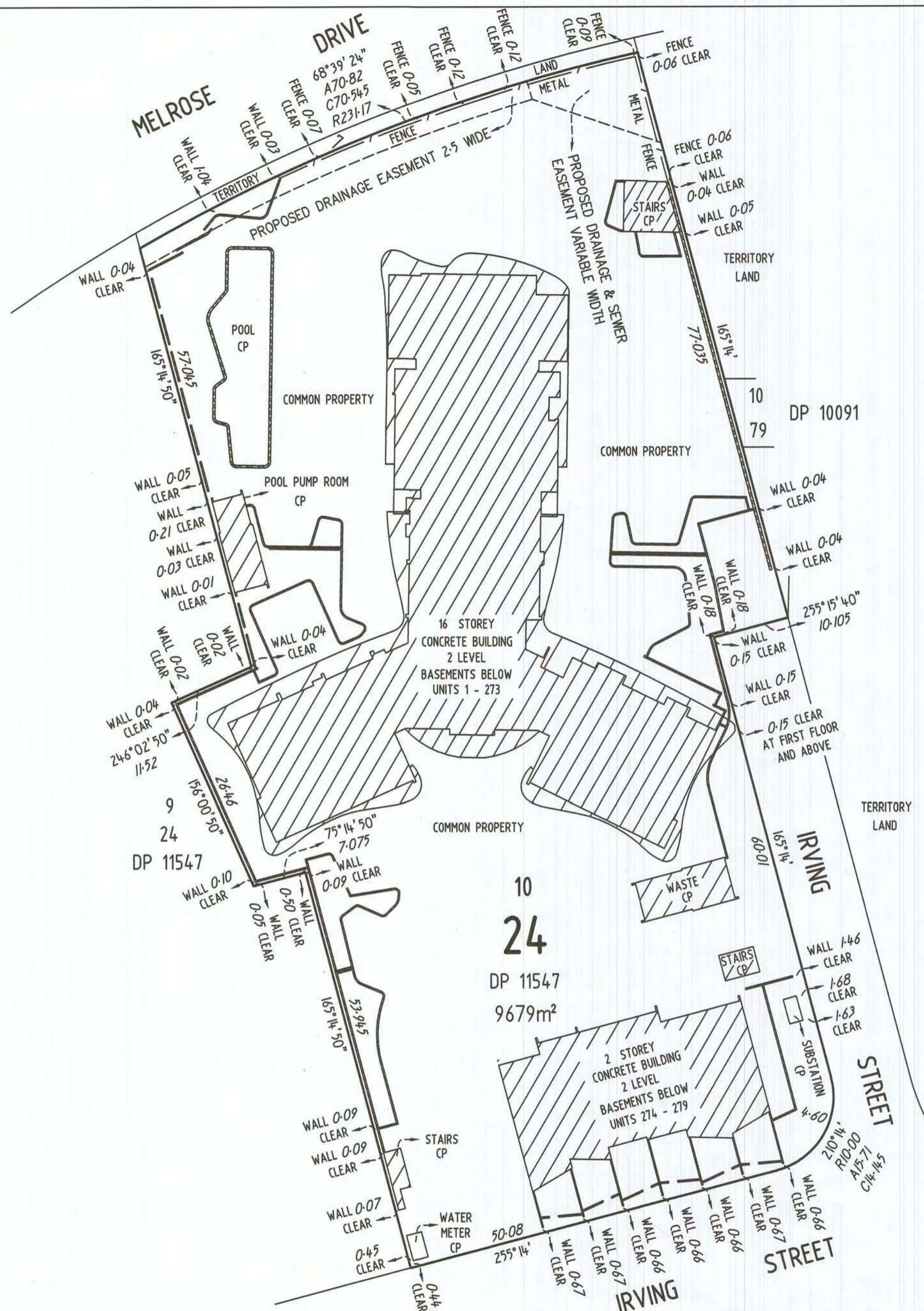
Section
24

Division
PHILLIP

Deposited Plan Number
11547

Volume/Folio
2342:23

Class of Units (A or B)
A



[Signature]

YAMBA RESI D PTY LIMITED
 ACN 180 814 193
 YAMBA RESI G PTY LIMITED
 ACN 180 811 334
 BY ITS ATTORNEY ALFONSO DEL RIO
 PURSUANT TO POWER OF ATTORNEY
 REGISTERED NUMBER 0144919
 Signature of Lessee

[Signature]
 Lyn Tankey
 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

[Signature]
 David Pryce
 Registrar-General

- 2 DEC 2019

UNITS PLAN No.

4787

XUP 21855

SURVEYORS DECLARATION

I, **MICHAEL ROY STAPLETON** of
VERIS AUSTRALIA PTY LIMITED
 A surveyor registered under the Surveyors Act 2007, herby certify that:

1. The survey represented by the diagrams on forms 1 and 3 of this plan are accurate and was completed on (insert date) - 4 NOVEMBER 2019

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.

[Signature]
 Signature of Registered Surveyor

Dated 4 NOVEMBER 2019

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

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 diagram 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.

17-23 TOWNSEND STREET, PHILLIP ACT 2606
 Address for Service of Notice

JARROD SMITH CIVIUM STRATA
 Name of Manager / Owners Corporation

Form 1
 Form 088 - SP

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

REF: 13091.05_UP

Graphic bar scale - SCALE 1: 500

0 5 10 20 30 METRES

SUE

Form 078




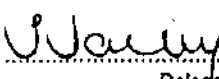


SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
PHILLIP	24	10

Unit Plan No
4787

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	34	3	2435	21
2	41	3	2435	22
3	26	3	2435	23
4	26	3	2435	24
5	39	4	2435	25
6	34	3	2435	26
7	33	3	2435	27
8	39	4	2435	28
9	26	3	2435	29
10	26	3	2435	30
11	37	4	2435	31
12	33	3	2435	32
13	33	4	2435	33
14	33	5	2435	34
15	33	3	2435	35
16	39	4	2435	36
17	26	3	2435	37
18	26	3	2435	38
19	37	4	2435	39
20	33	3	2435	40
21	33	4	2435	41
22	33	3	2435	42
23	33	3	2435	43
24	39	4	2435	44
25	27	3	2435	45
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
YAMBA RESI D PTY LIMITED ACN 160 814 193 YAMBA RESI G PTY LIMITED ACN 160 811 334 BY ITS ATTORNEY ALFONSO DEL RIO PURSUANT TO POWER OF ATTORNEY REGISTERED NUMBER 0144919  Signature of Lessee			Volume	Folio
			2435	20
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated 25 this day of November 2019  Lyn Tankey Delegate of the Authority/Executive			 David Pryce Registrar-General  Deputy Registrar-General	



SUE
Form 078


SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
PHILLIP	24	10	4787

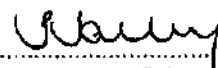
2. APPROVAL UNDER UNIT TITLES ACT 2001



COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	27	3	2435	46
27	37	4	2435	47
28	33	3	2435	48
29	33	3	2435	49
30	33	4	2435	50
31	33	3	2435	51
32	39	4	2435	52
33	28	3	2435	53
34	28	3	2435	54
35	38	4	2435	55
36	34	4	2435	56
37	33	4	2435	57
38	33	4	2435	58
39	34	3	2435	59
40	39	4	2435	60
41	28	3	2435	61
42	28	3	2435	62
43	38	4	2435	63
44	33	3	2435	64
45	34	4	2435	65
46	34	4	2435	66
47	35	3	2435	67
48	40	4	2435	68
49	29	3	2435	69
50	29	3	2435	70

Aggregate
 YAMBA RESI D PTY LIMITED ACN 160 814 193
 YAMBA RESI G PTY LIMITED ACN 160 811 334
 BY ITS ATTORNEY ALFONSO DEL RIO
 PURSUANT TO POWER OF ATTORNEY
 REGISTERED NUMBER 0144919

 Signature of Lessee

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

Volume	Folio
2435	20

Column 1 above is the schedule of unit entitlement approved for the subdivision.
 Dated 25 this day of November 2019

 Lyn Tankey
 Delegate of the Authority/Executive


 David Pryce
 Registrar-General

 Deputy Registrar-General

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Form 078


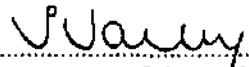




SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
PHILLIP	24	10	4787

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
51	38	4	2435	71
52	35	3	2435	72
53	35	4	2435	73
54	35	5	2435	74
55	35	3	2435	75
56	41	3	2435	76
57	30	3	2435	77
58	30	3	2435	78
59	39	3	2435	79
60	35	3	2435	80
61	35	4	2435	81
62	35	4	2435	82
63	35	3	2435	83
64	42	3	2435	84
65	52	2	2435	85
66	40	3	2435	86
67	35	3	2435	87
68	35	4	2435	88
69	35	3	2435	89
70	36	3	2435	90
71	43	3	2435	91
72	53	2	2435	92
73	42	3	2435	93
74	36	3	2435	94
75	36	4	2435	95
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
YAMBA RESI D PTY LIMITED ACN 160 814 193 YAMBA RESI G PTY LIMITED ACN 160 811 334 BY ITS ATTORNEY ALFONSO DEL RIO PURSUANT TO POWER OF ATTORNEY REGISTERED NUMBER 0144919  Signature of Lessee			Volume	Folio
			2435	20
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated 25 this day of November 2019  Lyn Tankey Delegate of the Authority/Executive			 David Pryce Registrar-General  Deputy Registrar-General	

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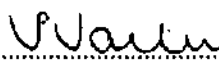




SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
PHILLIP	24	10	4787

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
76	36	4	2435	96
77	35	3	2435	97
78	44	4	2435	98
79	54	3	2435	99
80	43	3	2435	100
81	36	3	2436	1
82	36	4	2436	2
83	36	4	2436	3
84	37	3	2436	4
85	44	4	2436	5
86	55	3	2436	6
87	43	4	2436	7
88	37	3	2436	8
89	37	4	2436	9
90	37	4	2436	10
91	52	2	2436	11
92	44	2	2436	12
93	52	2	2436	13
94	37	4	2436	14
95	37	4	2436	15
96	53	3	2436	16
97	45	3	2436	17
98	53	3	2436	18
99	38	4	2436	19
100	38	3	2436	20
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
YAMBA RESI D PTY LIMITED ACN 160 814 193 YAMBA RESI G PTY LIMITED ACN 160 811 334 BY ITS ATTORNEY ALFONSO DEL RIO PURSUANT TO POWER OF ATTORNEY REGISTERED NUMBER 0144919  Signature of Lessee			Volume	Folio
			2435	20
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated 25 this day of November 2019  Lyn Tankey Delegate of the Authority/Executive			 David Pryce Registrar-General  Deputy Registrar-General	

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SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
PHILLIP	24	10

Unit Plan No
4787

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
101	34	3	2436	21
102	48	2	2436	22
103	31	3	2436	23
104	22	3	2436	24
105	22	3	2436	25
106	31	3	2436	26
107	23	3	2436	27
108	33	3	2436	28
109	38	4	2436	29
110	30	3	2436	30
111	30	4	2436	31
112	38	4	2436	32
113	33	3	2436	33
114	23	3	2436	34
115	32	3	2436	35
116	23	3	2436	36
117	23	3	2436	37
118	32	3	2436	38
119	23	3	2436	39
120	34	3	2436	40
121	39	4	2436	41
122	30	3	2436	42
123	30	3	2436	43
124	39	4	2436	44
125	34	3	2436	45
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
YAMBA RESID PTY LIMITED ACN 160 814 193 YAMBA RESID PTY LIMITED ACN 160 811 334 BY ITS ATTORNEY ALFONSO DEL RIO PURSUANT TO POWER OF ATTORNEY REGISTERED NUMBER 0144919 Signature of Lessee			Volume	Folio
			2435	20
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated 25 this day of November 2019 Lyn Tankey Delegate of the Authority/Executive			David Pryce Registrar-General Deputy Registrar-General	

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SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
PHILLIP	24	10	4787

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
126	23	3	2436	46
127	32	3	2436	47
128	23	3	2436	48
129	23	3	2436	49
130	32	3	2436	50
131	24	3	2436	51
132	34	3	2436	52
133	40	4	2436	53
134	30	3	2436	54
135	30	3	2436	55
136	40	4	2436	56
137	34	3	2436	57
138	24	3	2436	58
139	32	3	2436	59
140	23	3	2436	60
141	23	3	2436	61
142	32	3	2436	62
143	24	3	2436	63
144	35	3	2436	64
145	41	4	2436	65
146	31	4	2436	66
147	31	3	2436	67
148	41	4	2436	68
149	35	3	2436	69
150	24	3	2436	70
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
YAMBA RESI D PTY LIMITED ACN 160 814 193 YAMBA RESI G PTY LIMITED ACN 160 811 334 BY ITS ATTORNEY ALFONSO DEL RIO PURSUANT TO POWER OF ATTORNEY REGISTERED NUMBER 0144919 Signature of Lessee			Volume	Folio
			2435	20
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated 25 this day of November 2019 Signature of Lyn Tenkey Delegate of the Authority/Executive			David Pryce Registrar-General Deputy Registrar-General	



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SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
PHILLIP	24	10	4787

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
151	33	3	2436	71
152	24	3	2436	72
153	24	3	2436	73
154	33	3	2436	74
155	25	3	2436	75
156	35	3	2436	76
157	41	4	2436	77
158	31	4	2436	78
159	31	3	2436	79
160	41	4	2436	80
161	35	3	2436	81
162	25	3	2436	82
163	32	3	2436	83
164	24	3	2436	84
165	24	3	2436	85
166	33	3	2436	86
167	25	3	2436	87
168	35	3	2436	88
169	42	4	2436	89
170	32	4	2436	90
171	32	3	2436	91
172	42	4	2436	92
173	35	3	2436	93
174	25	3	2436	94
175	33	3	2436	95

Aggregate	The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
YAMBA RESID PTY LIMITED ACN 160 814 193 YAMBA RESID PTY LIMITED ACN 160 811 334 BY ITS ATTORNEY ALFONSO DEL RIO PURSUANT TO POWER OF ATTORNEY REGISTERED NUMBER 0144919	Volume	Folio
	2435	20

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

Dated 25 this day of November 2019

Lyn Tankey
Lyn Tankey
Delegate of the Authority/Executive

David Pryce
David Pryce
Registrar-General
Deputy Registrar-General

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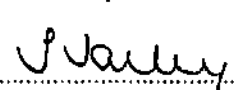




SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
PHILLIP	24	10	4787

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
178	25	3	2436	96
177	25	3	2436	97
178	33	3	2436	98
179	25	3	2436	99
180	36	3	2436	100
181	42	4	2437	1
182	32	3	2437	2
183	32	3	2437	3
184	42	4	2437	4
185	36	3	2437	6
186	25	3	2437	6
187	34	3	2437	7
188	25	3	2437	8
189	25	3	2437	9
190	34	3	2437	10
191	26	3	2437	11
192	36	3	2437	12
193	42	4	2437	13
194	34	4	2437	14
195	34	3	2437	15
196	42	4	2437	16
197	36	3	2437	17
198	26	3	2437	18
199	35	3	2437	19
200	26	3	2437	20
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
YAMBA RESI D PTY LIMITED ACN 180 814 193 YAMBA RESI G PTY LIMITED ACN 160 811 334 BY ITS ATTORNEY ALFONSO DEL RIO PURSUANT TO POWER OF ATTORNEY REGISTERED NUMBER 0144919			Volume	Folio
			2435	20
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated 25 this day of November 2019  Lyn Tankey Delegate of the Authority/Executive			 David Pryce Registrar-General  Deputy Registrar-General	

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SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
PHILLIP	24	10

Unit Plan No
4787

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
201	26	3	2437	21
202	35	3	2437	22
203	26	3	2437	23
204	37	3	2437	24
205	43	4	2437	25
206	35	3	2437	26
207	35	3	2437	27
208	43	4	2437	28
209	37	4	2437	29
210	26	3	2437	30
211	35	3	2437	31
212	26	3	2437	32
213	26	3	2437	33
214	35	3	2437	34
215	27	3	2437	35
216	37	3	2437	36
217	44	4	2437	37
218	36	3	2437	38
219	36	3	2437	39
220	44	3	2437	40
221	37	3	2437	41
222	27	3	2437	42
223	35	3	2437	43
224	27	3	2437	44
225	27	3	2437	45

Aggregate
YAMBA RESI D PTY LIMITED ACN 160 814 193
YAMBA RESI G PTY LIMITED ACN 160 811 334
BY ITS ATTORNEY ALFONSO DEL RIO
PURSUANT TO POWER OF ATTORNEY
REGISTERED NUMBER 0144919

Signature of Lessee


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

Volume	Folio
2435	20

Column 1 above is the schedule of unit entitlement approved for the subdivision.
Dated 25 this day of November 2019

Lyn Tankey
Delegate of the Authority/Executive

David Pryce
Registrar-General
Deputy Registrar-General



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Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
PHILLIP	24	10	4787

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
226	34	3	2437	46
227	28	3	2437	47
228	38	3	2437	48
229	44	3	2437	49
230	36	2	2437	50
231	36	2	2437	51
232	44	3	2437	52
233	38	3	2437	53
234	28	3	2437	54
235	36	3	2437	55
236	28	3	2437	56
237	28	3	2437	57
238	36	3	2437	58
239	28	3	2437	59
240	39	3	2437	60
241	45	3	2437	61
242	36	3	2437	62
243	36	2	2437	63
244	45	3	2437	64
245	39	3	2437	65
246	28	3	2437	66
247	36	3	2437	67
248	28	3	2437	68
249	28	3	2437	69
250	36	3	2437	70
Aggregate			The Certificate of Title Issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
YAMBA RESI D PTY LIMITED ACN 160 814 193 YAMBA RESI G PTY LIMITED ACN 160 811 334 BY ITS ATTORNEY ALFONSO OEL RIO PURSUANT TO POWER OF ATTORNEY REGISTERED NUMBER 0144919 Signature of Lessee			Volume	Folio
			2435	20
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated 25 this day of November 2019 Lyn Tankey Delegate of the Authority/Executive			David Pryce Registrar-General Deputy Registrar-General	

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Form 078

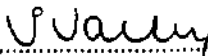




SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
PHILLIP	24	10	4787

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
251	29	3	2437	71
252	40	4	2437	72
253	46	3	2437	73
254	37	2	2437	74
255	37	2	2437	75
256	46	3	2437	76
257	40	2	2437	77
258	29	3	2437	78
259	100	3	2437	79
260	57	3	2437	80
261	57	4	2437	81
262	50	4	2437	82
263	50	4	2437	83
264	57	5	2437	84
265	57	2	2437	85
266	60	3	2437	86
267	47	3	2437	87
268	57	3	2437	88
269	58	5	2437	89
270	50	4	2437	90
271	50	4	2437	91
272	58	5	2437	92
273	57	2	2437	93
274	54	6	2437	94
275	54	7	2437	95
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
YAMBA RESID PTY LIMITED ACN 160 814 193. YAMBA RESID PTY LIMITED ACN 160 811 334 BY ITS ATTORNEY ALFONSO DEL RIO PURSUANT TO POWER OF ATTORNEY REGISTERED NUMBER 0144919			Volume	Folio
			2435	20
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated 25 this day of November 2019  Lyn Tankey Delegate of the Authority/Executive			 David Pryce Registrar-General  Deputy Registrar-General	

ADDRESS	UNIT IDENTIFIER				SUBSIDIARIES								TOTAL SUBSIDIARY No.
	UNIT No.	SHEET No.	FLOOR	DOOR No.	YARD		BALCONY		CAR SPACE / GARAGE		STORE ROOM		
					SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
1	22	GROUND	1	1	22			2	19	3	19	3	
2	22	GROUND	2	1	22			2	19	3	19	3	
3	22	GROUND	3	1	22			2	19	3	19	3	
4	22	GROUND	4	1	22			2	19	3	19	3	
5	22	GROUND	5	1	22			2	19	3, 4	19, 18	4	
6	22	GROUND	6	1	22			2	19	3	19	3	
7	23	FIRST	7			1	23	2	19	3	19	3	
8	23	FIRST	8			1, 2	23, 23	3	19	4	21	4	
9	23	FIRST	9			1	23	2	19	3	19	3	
10	23	FIRST	10			1	23	2	19	3	19	3	
11	23	FIRST	11			1, 2	23, 23	3	19	4	21	4	
12	23	FIRST	12			1	23	2	19	3	19	3	
13	23	FIRST	13			1	23	2	17	3, 4	18, 16	4	
14	23	FIRST	14			1	23	2	17	3, 4, 5	18, 16, 18	5	
15	24	SECOND	15			1	24	2	19	3	21	3	
16	24	SECOND	16			1, 2	24, 24	3	16	4	16	4	
17	24	SECOND	17			1	24	2	16	3	18	3	
18	24	SECOND	18			1	24	2	16	3	16	3	
19	24	SECOND	19			1, 2	24, 24	3	16	4	18	4	
20	24	SECOND	20			1	24	2	19	3	19	3	
21	24	SECOND	21			1	24	2	17	3, 4	18, 18	4	
22	24	SECOND	22			1	24	2	17	3	17	3	
23	25	THIRD	23			1	25	2	19	3	19	3	
24	25	THIRD	24			1, 2	25, 25	3	19	4	19	4	
25	25	THIRD	25			1	25	2	19	3	19	3	
26	25	THIRD	26			1	25	2	19	3	19	3	
27	25	THIRD	27			1, 2	25, 25	3	19	4	19	4	
28	25	THIRD	28			1	25	2	20	3	19	3	
29	25	THIRD	29			1	25	2	19	3	19	3	
30	25	THIRD	30			1	25	2	19	3, 4	21, 18	4	
31	26	FOURTH	31			1	26	2	19	3	19	3	
32	26	FOURTH	32			1, 2	26, 26	3	19	4	19	4	
33	26	FOURTH	33			1	26	2	19	3	19	3	
34	26	FOURTH	34			1	26	2	19	3	19	3	
35	26	FOURTH	35			1, 2	26, 26	3	19	4	19	4	
36	26	FOURTH	36			1	26	2, 3	19, 16	4	18	4	
37	26	FOURTH	37			1	26	2	19	3, 4	19, 18	4	
38	26	FOURTH	38			1	26	2	19	3, 4	19, 18	4	
39	27	FIFTH	39			1	27	2	19	3	19	3	
40	27	FIFTH	40			1, 2	27, 27	3	16	4	16	4	
41	27	FIFTH	41			1	27	2	16	3	16	3	
42	27	FIFTH	42			1	27	2	16	3	16	3	
43	27	FIFTH	43			1, 2	27, 27	3	16	4	16	4	
44	27	FIFTH	44			1	27	2	19	3	19	3	
45	27	FIFTH	45			1	27	2	16	3, 4	16, 18	4	
46	27	FIFTH	46			1	27	2	16	3, 4	16, 18	4	
47	28	SIXTH	47			1	28	2	19	3	19	3	
48	28	SIXTH	48			1, 2	28, 28	3	16	4	18	4	
49	28	SIXTH	49			1	28	2	19	3	21	3	
50	28	SIXTH	50			1	28	2	19	3	21	3	
51	28	SIXTH	51			1, 2	28, 28	3	16	4	16	4	
52	28	SIXTH	52			1	28	2	16	3	16	3	
53	28	SIXTH	53			1	28	2	16	3, 4	16, 18	4	
54	28	SIXTH	54			1	28	2, 3	16, 16	4, 5	16, 18	5	
55	29	SEVENTH	55			1	29	2	16	3	18	3	
56	29	SEVENTH	56			1, 2	29, 29	3	16	3	16	3	
57	29	SEVENTH	57			1	29	2	19	3	16	3	
58	29	SEVENTH	58			1	29	2	19	3	21	3	
59	29	SEVENTH	59			1, 2	29, 29	3	16	3	16	3	
60	29	SEVENTH	60			1	29	2	16	3	18	3	
61	29	SEVENTH	61			1	29	2	16	3, 4	16, 18	4	
62	29	SEVENTH	62			1	29	2	16	3, 4	16, 18	4	
63	30	EIGHTH	63			1	30	2	16	3	16	3	
64	30	EIGHTH	64			1, 2	30, 30	3	16	3	16	3	
65	30	EIGHTH	65			1	30	2	16	3	16	3	
66	30	EIGHTH	66			1, 2	30, 30	3	16	3	16	3	
67	30	EIGHTH	67			1	30	2	16	3	16	3	
68	30	EIGHTH	68			1	30	2	16	3, 4	16, 18	4	
69	30	EIGHTH	69			1	30	2	16	3	18	3	
70	31	NINTH	70			1	31	2	16	3	16	3	
71	31	NINTH	71			1, 2	31, 31	3	16	3	16	3	
72	31	NINTH	72			1	31	2	16	3	16	3	
73	31	NINTH	73			1, 2	31, 31	3	16	3	16	3	
74	31	NINTH	74			1	31	2	17	3	17	3	
75	31	NINTH	75			1	31	2	16	3, 4	18, 18	4	
76	31	NINTH	76			1	31	2	16	3, 4	18, 18	4	
77	32	TENTH	77			1	32	2	16	3	16	3	
78	32	TENTH	78			1, 2	32, 32	3	19	4	18	4	
79	32	TENTH	79			1	32	2	19	3	18	3	
80	32	TENTH	80			1, 2	32, 32	3	19	3	17	3	
81	32	TENTH	81			1	32	2	17	3	17	3	
82	32	TENTH	82			1	32	2	16	3, 4	18, 18	4	
83	32	TENTH	83			1	32	2	16	3, 4	16, 18	4	
84	33	ELEVENTH	84			1	33	2	16	3	18	3	
85	33	ELEVENTH	85			1, 2	33, 33	3	19	4	19	4	
86	33	ELEVENTH	86			1	33	2	19	3	19	3	
87	33	ELEVENTH	87			1, 2	33, 33	3	19	4	18	4	
88	33	ELEVENTH	88			1	33	2	16	3	18	3	
89	33	ELEVENTH	89			1	33	2	16	3, 4	18, 18	4	
90	33	ELEVENTH	90			1	33	2	16	3, 4	16, 18	4	

ADDRESS	UNIT IDENTIFIER				SUBSIDIARIES								TOTAL SUBSIDIARY No.
	UNIT No.	SHEET No.	FLOOR	DOOR No.	YARD		BALCONY		CAR SPACE / GARAGE		STORE ROOM		
					SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
91	34	TWELFTH	91					2	16			2	
92	34	TWELFTH	92					2	16			2	
93	34	TWELFTH	93					2	16			2	
94	34	TWELFTH	94					2	16	3, 4	16, 18	4	
95	34	TWELFTH	95					2	16	3, 4	16, 18	4	
96	35	THIRTEENTH	96					2	19	3	19	3	
97	35	THIRTEENTH	97					2	19	3	19	3	
98	35	THIRTEENTH	98					2	19	3	19	3	
99	35	THIRTEENTH	99					2	16	3, 4	16, 18	4	
100	35	THIRTEENTH	100					2	16	3	16	3	
101	22	GROUND	101	1	22			2	20	3	20	3	
102	22	GROUND	102	1	22			2	17			2	
103	23	FIRST	103					2	16	3	16	3	
104	23	FIRST	104					2	20	3	21	3	
105	23	FIRST	105					2	20	3	21	3	
106	23	FIRST	106					2	16	3	16	3	
107	23	FIRST	107					2	20	3	21	3	
108	23	FIRST	108					2	20	3	20	3	
109	23	FIRST	109					2	20	4	20	4	
110	23	FIRST	110					2	19	3	19	3	
111	23	FIRST	111					2	20	3, 4	21, 16	4	
112	23	FIRST	112					2	20	4	21	4	
113	23	FIRST	113					2	20	3	20	3	
114	23	FIRST	114					2	20	3	21	3	
115	24	SECOND	115					2	16	3	16	3	
116	24	SECOND	116					2	20	3	21	3	
117	24	SECOND	117					2	20	3	21	3	
118	24	SECOND	118					2	16	3	16	3	
119	24	SECOND	119					2	20	3	21	3	
120	24	SECOND	120					2	20	3	20	3	
121	24	SECOND	121					2	20	4	21	4	
122	24	SECOND	122					2	20	3	21	3	
123	24	SECOND	123					2	20	3	21	3	
124	24	SECOND	124					2	20	4	20	4	
125	24	SECOND	125					2	20	3	20	3	
126	24	SECOND	126					2	20	3	21	3	
127	25	THIRD	127					2	16	3	18	3	
128	25	THIRD	128					2	20	3	21	3	
129	25	THIRD	129					2	20	3	21	3	
130	25	THIRD	130					2	17	3	18	3	
131	25	THIRD	131					2	20	3	21	3	
132	25	THIRD	132					2	20	3	20	3	
133	25	THIRD	133					2	17	4	17	4	
134	25	THIRD	134					2	17	3	18	3	
135	25	THIRD	135					2	16	3	18	3	
136	25	THIRD	136					2					

ADDRESS	UNIT IDENTIFIER				SUBSIDIARIES								TOTAL SUBSIDIARY No.
	UNIT No.	SHEET No.	FLOOR	DOOR No.	YARD		BALCONY		CAR SPACE / GARAGE		STORE ROOM		
					SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
181	29	SEVENTH	181			1,2	29,29	3	17	4	18	4	
182	29	SEVENTH	182			1	29	2	17	3	16	3	
183	29	SEVENTH	183			1	29	2	20	3	20	3	
184	29	SEVENTH	184			1,2	29,29	3	19	4	19	4	
185	29	SEVENTH	185			1	29	2	17	3	18	3	
186	29	SEVENTH	186			1	29	2	17	3	18	3	
187	30	EIGHTH	187			1	30	2	19	3	21	3	
188	30	EIGHTH	188			1	30	2	17	3	17	3	
189	30	EIGHTH	189			1	30	2	17	3	17	3	
190	30	EIGHTH	190			1	30	2	19	3	21	3	
191	30	EIGHTH	191			1	30	2	17	3	17	3	
192	30	EIGHTH	192			1	30	2	17	3	18	3	
193	30	EIGHTH	193			1,2	30,30	3	17	4	18	4	
194	30	EIGHTH	194			1	30	2,3	20,17	4	18	4	
195	30	EIGHTH	195			1	30	2	16	3	18	3	
196	30	EIGHTH	196			1,2	30,30	3	17	4	18	4	
197	30	EIGHTH	197			1	30	2	17	3	18	3	
198	30	EIGHTH	198			1	30	2	17	3	17	3	
199	31	NINTH	199			1	31	2	19	3	19	3	
200	31	NINTH	200			1	31	2	17	3	17	3	
201	31	NINTH	201			1	31	2	17	3	16	3	
202	31	NINTH	202			1	31	2	19	3	21	3	
203	31	NINTH	203			1	31	2	17	3	16	3	
204	31	NINTH	204			1	31	2	17	3	18	3	
205	31	NINTH	205			1,2	31,31	3	17	4	16	4	
206	31	NINTH	206			1	31	2	20	3	19	3	
207	31	NINTH	207			1	31	2	20	3	19	3	
208	31	NINTH	208			1,2	31,31	3	20	4	19	4	
209	31	NINTH	209			1	31	2	17	3,4	18,16	4	
210	31	NINTH	210			1	31	2	17	3	17	3	
211	32	TENTH	211			1	32	2	19	3	21	3	
212	32	TENTH	212			1	32	2	17	3	17	3	
213	32	TENTH	213			1	32	2	17	3	17	3	
214	32	TENTH	214			1	32	2	19	3	21	3	
215	32	TENTH	215			1	32	2	17	3	17	3	
216	32	TENTH	216			1	32	2	17	3	16	3	
217	32	TENTH	217			1,2	32,32	3	20	4	20	4	
218	32	TENTH	218			1	32	2	20	3	20	3	
219	32	TENTH	219			1	32	2	20	3	20	3	
220	32	TENTH	220			1,2	32,32	3	20			3	
221	32	TENTH	221			1	32	2	17	3	16	3	
222	32	TENTH	222			1	32	2	17	3	16	3	
223	33	ELEVENTH	223			1	33	2	19	3	21	3	
224	33	ELEVENTH	224			1	33	2	16	3	18	3	
225	33	ELEVENTH	225			1	33	2	16	3	18	3	
226	33	ELEVENTH	226			1	33	2	20	3	20	3	
227	33	ELEVENTH	227			1	33	2	16	3	18	3	
228	33	ELEVENTH	228			1	33	2	17	3	16	3	
229	33	ELEVENTH	229			1,2	33,33	3	20			3	
230	33	ELEVENTH	230			1	33	2	20			2	
231	33	ELEVENTH	231			1	33	2	20			2	
232	33	ELEVENTH	232			1,2	33,33	3	20			3	
233	33	ELEVENTH	233			1	33	2	17	3	16	3	
234	33	ELEVENTH	234			1	33	2	16	3	16	3	
235	34	TWELFTH	235			1	34	2	19	3	19	3	
236	34	TWELFTH	236			1	34	2	16	3	16	3	
237	34	TWELFTH	237			1	34	2	16	3	18	3	
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239	34	TWELFTH	239			1	34	2	16	3	18	3	
240	34	TWELFTH	240			1	34	2	17	3	18	3	
241	34	TWELFTH	241			1,2	34,34	3	20			3	
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243	34	TWELFTH	243			1	34	2	17			2	
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245	34	TWELFTH	245			1	34	2	17	3	17	3	
246	34	TWELFTH	246			1	34	2	16	3	18	3	
247	35	THIRTEENTH	247			1	35	2	20	3	20	3	
248	35	THIRTEENTH	248			1	35	2	19	3	21	3	
249	35	THIRTEENTH	249			1	35	2	19	3	21	3	
250	35	THIRTEENTH	250			1	35	2	20	3	20	3	
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252	35	THIRTEENTH	252			1	35	2,3	20,20	4	20	4	
253	35	THIRTEENTH	253			1,2	35,35	3	17			3	
254	35	THIRTEENTH	254			1	35	2	17			2	
255	35	THIRTEENTH	255			1	35	2	17			2	
256	35	THIRTEENTH	256			1,2	35,35	3	17			3	
257	35	THIRTEENTH	257			1	35	2	20			2	
258	35	THIRTEENTH	258			1	35	2	19	3	19	3	
259	36	FOURTEENTH	259			1	36	2	19	3	21	3	
260	36	FOURTEENTH	260			1	36	2	16	3	21	3	
261	36	FOURTEENTH	261			1,2,3	36,36,36	4	16			4	
262	36	FOURTEENTH	262			1,2	36,36	3	17	4	18	4	
263	36	FOURTEENTH	263			1,2	36,36	3	17	4	18	4	
264	36	FOURTEENTH	264			1,2,3	36,36,36	4	16	5	18	5	
265	36	FOURTEENTH	265			1	36	2	16			2	
266	37	FIFTEENTH	266			1	37	2	19	3	18	3	
267	37	FIFTEENTH	267			1	37	2	19	3	21	3	
268	37	FIFTEENTH	268			1	37	2	19	3	19	3	
269	37	FIFTEENTH	269			1,2,3	37,37,37	4	19	5	21	5	
270	37	FIFTEENTH	270			1,2	37,37	3	19	4	19	4	

ADDRESS	UNIT IDENTIFIER				SUBSIDIARIES								TOTAL SUBSIDIARY No.	
	UNIT No.	SHEET No.	FLOOR	DOOR No.	YARD		BALCONY		CAR SPACE / GARAGE		STORE ROOM			
					SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.		
271	37	FIFTEENTH	271					1,2	37,37	3	19	4	19	4
272	37	FIFTEENTH	272					1,2,3	37,37,37	4	16	5	19	5
273	37	FIFTEENTH	273					1	37	2	16			2
274	22,23	GROUND/FIRST	274			1,2	22,22	3,4	23,23	5	20	6	20	6
275	22,23	GROUND/FIRST	275			1,2	22,22	3,4	23,23	5	20	6,7	20,16	7
276	22,23	GROUND/FIRST	276			1,2	22,22	3,4	23,23	5	20	6,7	20,16	7
277	22,23	GROUND/FIRST	277			1,2	22,22	3,4	23,23	5	20	6,7	20,16	7
278	22,23	GROUND/FIRST	278			1,2	22,22	3,4	23,23	5	20	6	20	6
279	22,23	GROUND/FIRST	279			1,2	22,22	3,4	23,23	5	20	6	20	6

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

Sheet No. 15 of 54

FLOOR PLAN

Block

10

Section

24

Division

PHILLIP

FLOOR NUMBER

LEGEND/INDEX

- UR UTILITY ROOM - BEING COMMON PROPERTY
- UC UTILITY CUPBOARD - BEING COMMON PROPERTY
- D DENOTES DUCT - BEING COMMON PROPERTY
- C DENOTES COLUMN
- S DENOTES STOREROOM
- B DENOTES BALCONY
- CP DENOTES COMMON PROPERTY
- # DENOTES BOUNDARY IS FACE OR LINE OF FACE OF COLUMN
- * DENOTES BOUNDARY THROUGH CENTRE OR LINE OF CENTRE OF COLUMN
- DENOTES BOUNDARY IS FACE OR LINE OF FACE OF WALL

WHERE A YARD ABUTS THE MAIN BUILDING WALL, THIS YARD SUBSIDIARY BOUNDARY IS THE EXTERNAL FACE OF SUCH WALL, OTHERWISE THE YARD SUBSIDIARY BOUNDARIES ARE CENTRELINE OF WALL

YARDS ARE LIMITED IN DEPTH TO THE MEDIAN OF THE CONCRETE SLAB WHICH FORMS THE LOWER SURFACE OF THE YARD

YARDS ARE LIMITED IN HEIGHT TO THE PROJECTION OF THE UPPER BOUNDARY OF THE RESPECTIVE UNIT

UNITS AND SUBSIDIARIES ARE SUBJECT TO RIGHTS OF ENTRY FOR INSPECTION AND MAINTENANCE UNDER SECTION 34 OF THE UNIT TITLES ACT 2001

UNIT AREAS HAVE BEEN DETERMINED WITH REFERENCE TO THE CENTRELINES OF WALL, UNLESS NOTED OTHERWISE

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

ALL AREAS ARE APPROXIMATE. UNITS AND SUBSIDIARIES MAY CONTAIN COLUMNS AND SERVICES DUCTS, WHICH ARE COMMON PROPERTY AND MAY NOT BE SHOWN ON THE UNITS PLAN

THE OWNERS CORPORATION OR OTHER UNIT OWNERS HAVE RIGHTS OVER THESE COLUMNS AND SERVICE DUCTS UNDER SECTIONS 34 AND 35 OF THE UNIT TITLES ACT 2001

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



YAMBA RESI D PTY LIMITED
ACN 160 814 193
YAMBA RESI G PTY LIMITED
ACN 160 811 334
BY ITS ATTORNEY ALFONSO DEL RIO
PURSUANT TO POWER OF ATTORNEY
REGISTERED NUMBER 0144919

Signature of Lessee



Lyn Tankey
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

UNITS PLAN No.

4787

FLOOR PLAN

Block

10

Section

24

Division

PHILLIP

FLOOR NUMBER

BASEMENT 2

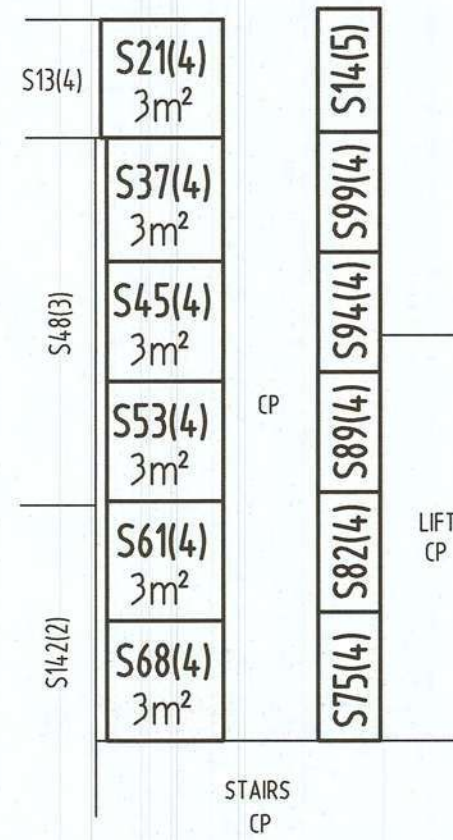


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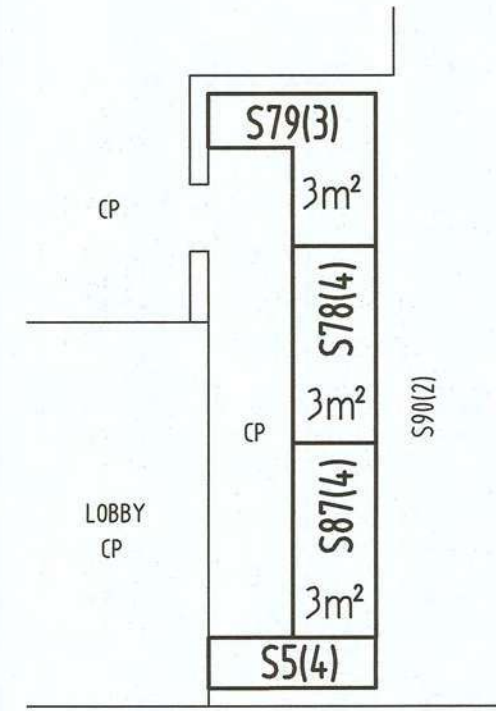


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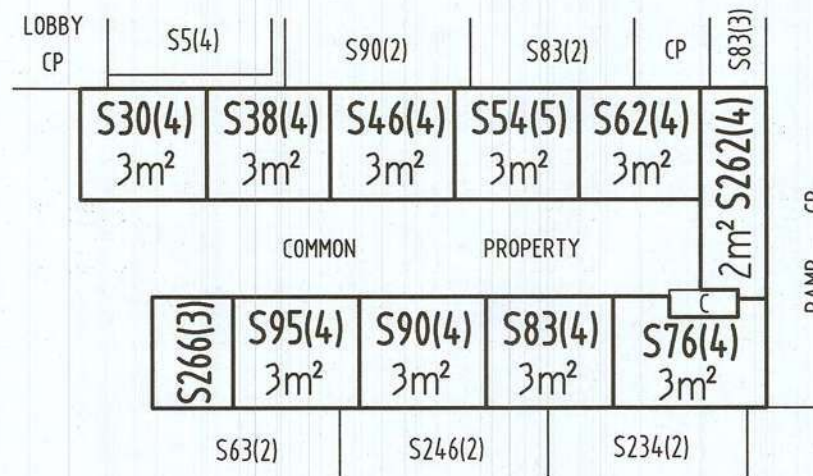


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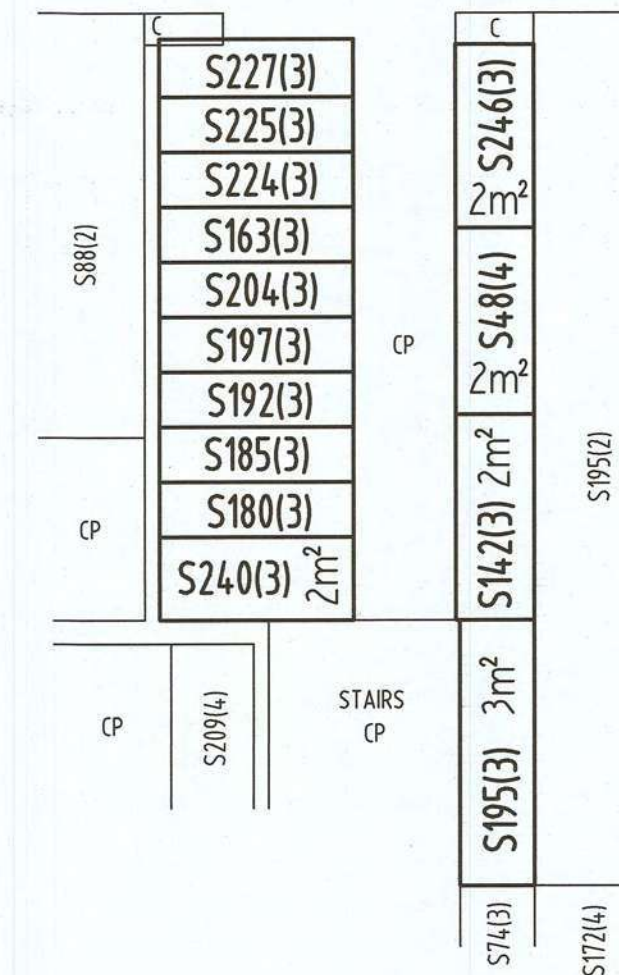


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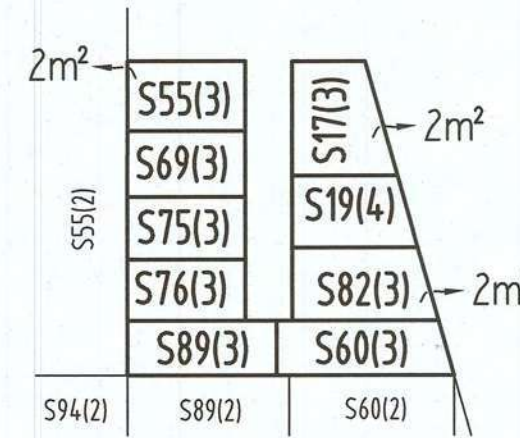


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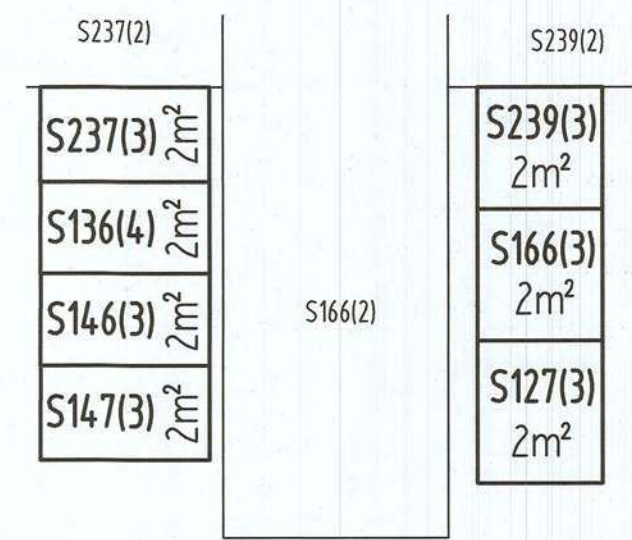


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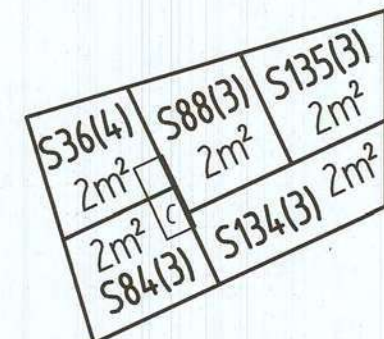


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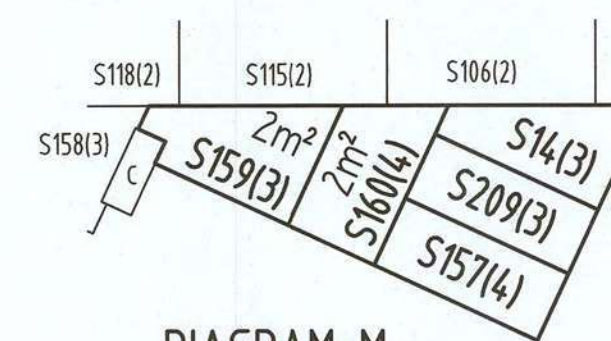


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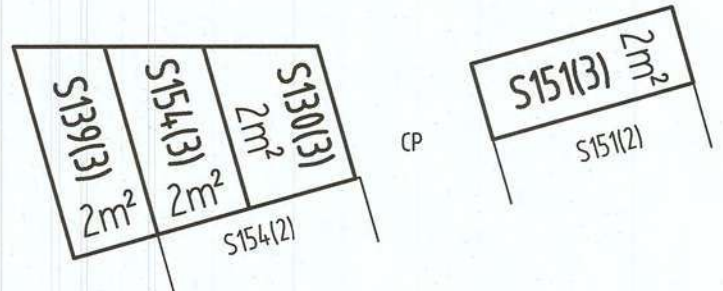


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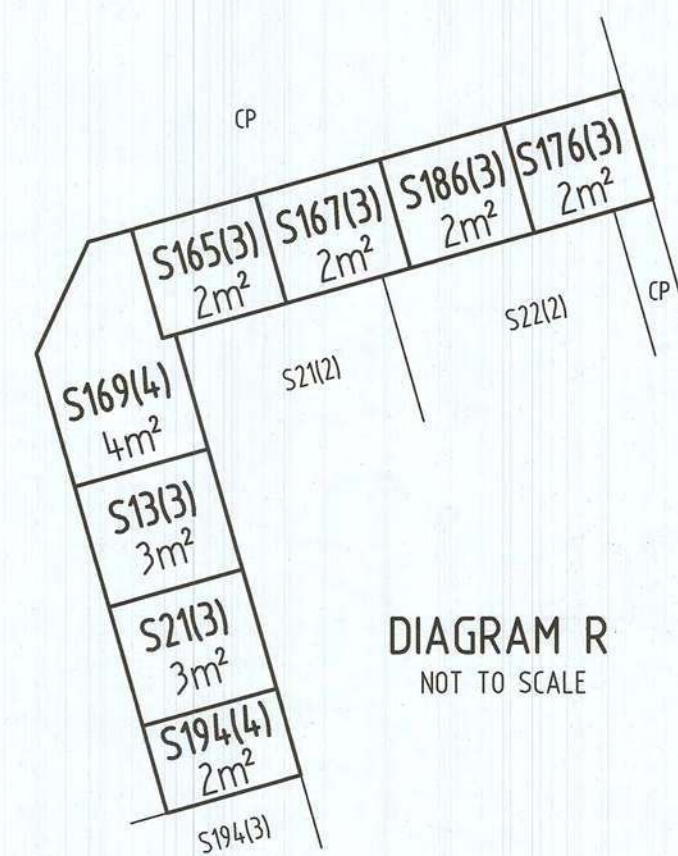


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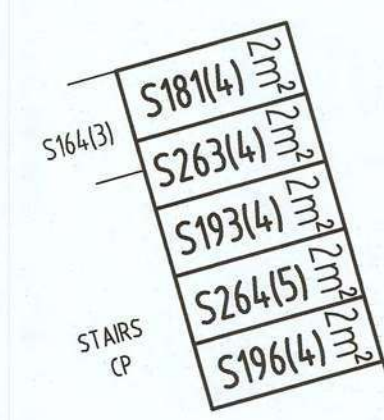


DIAGRAM T
NOT TO SCALE

[Signature]
YAMBA RESI D PTY LIMITED
ACN 160 814 193
YAMBA RESI G PTY LIMITED
ACN 160 811 334
BY ITS ATTORNEY ALFONSO DEL RIO
PURSUANT TO POWER OF ATTORNEY
REGISTERED NUMBER 0144919
Signature of Lessee

[Signature]
Lyn Tankey
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

CLASS A UNIT STOREROOMS
SEE SHEET 15 FOR LEGEND

UNITS PLAN No.

4787

FLOOR PLAN

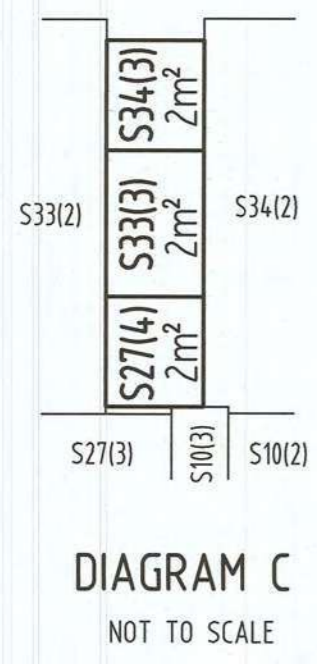
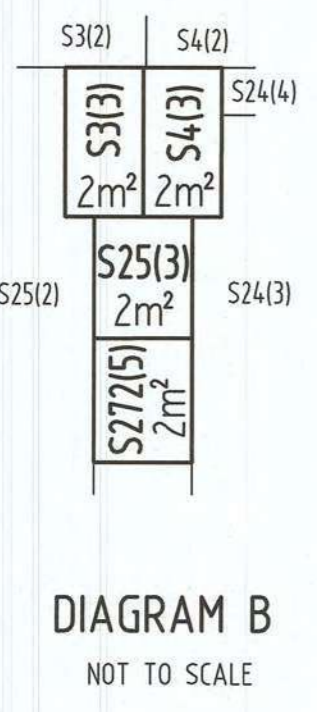
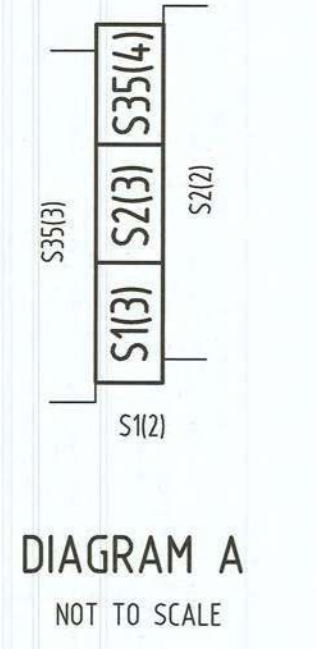
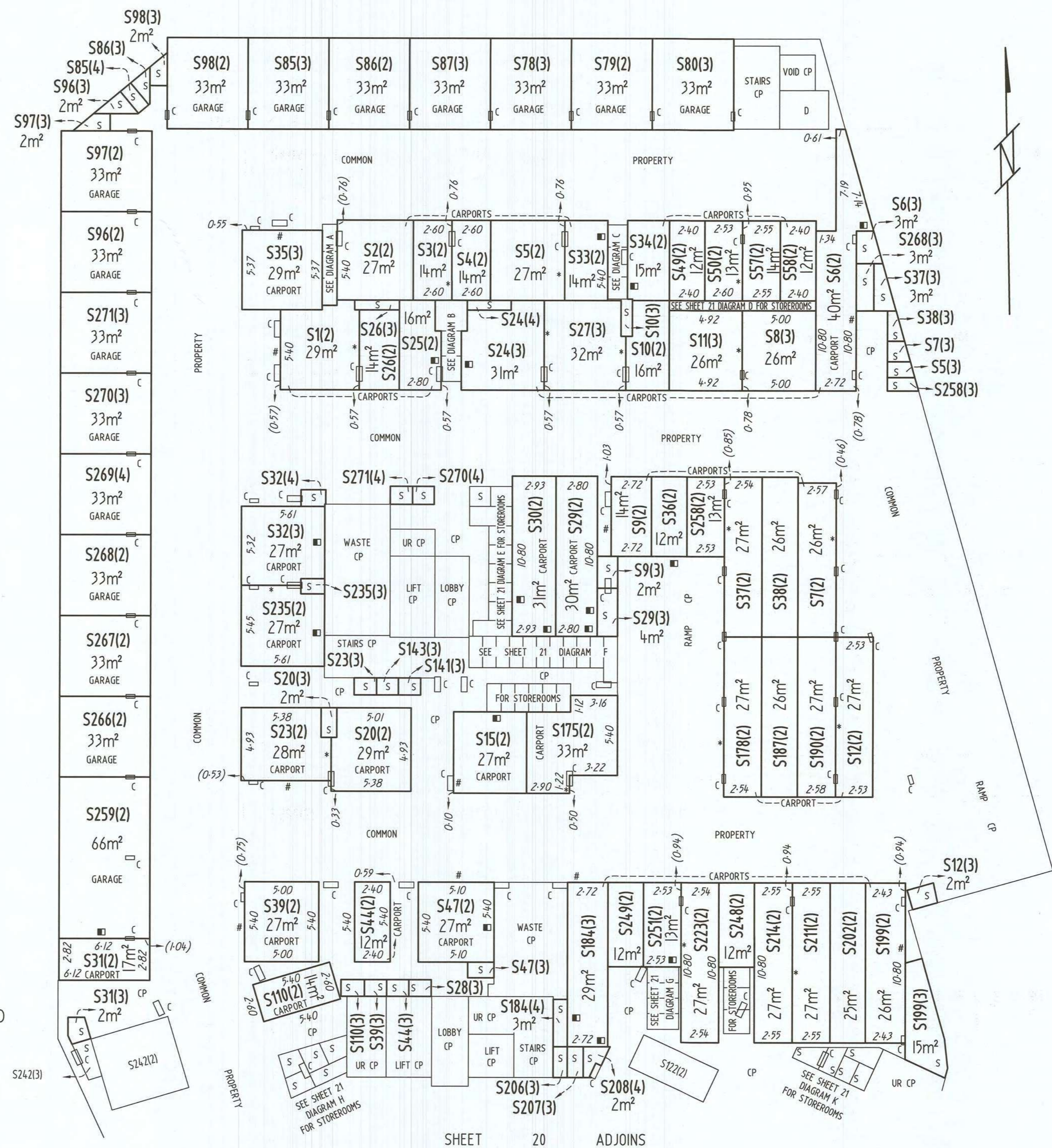
Block	10
Section	24
Division	PHILLIP
FLOOR NUMBER	BASEMENT 1

YAMBA RESI D PTY LIMITED
ACN 160 814 193
YAMBA RESI G PTY LIMITED
ACN 160 811 334
BY ITS ATTORNEY ALFONSO DEL RIO
PURSUANT TO POWER OF ATTORNEY
REGISTERED NUMBER 0144919
Signature of Lessee

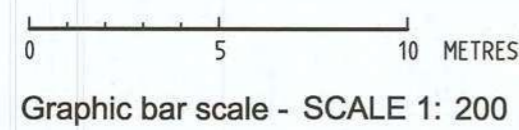
Lyn Tankey
Lyn Tankey
Delegate of the
ACT Planning and Land Authority
APPROVED UNDER THE UNIT TITLES ACT 2001,
AS THE UNITS PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND

CLASS A UNIT SUBSIDIARIES
SEE SHEET 15 FOR LEGEND

UNITS PLAN No.
4787



ALL STORAGE CAGES 1.5m² UNLESS OTHERWISE INDICATED



Form 3
Form 091 - FP

FLOOR PLAN

Block

10

Section

24

Division

PHILLIP

FLOOR NUMBER

BASEMENT 1

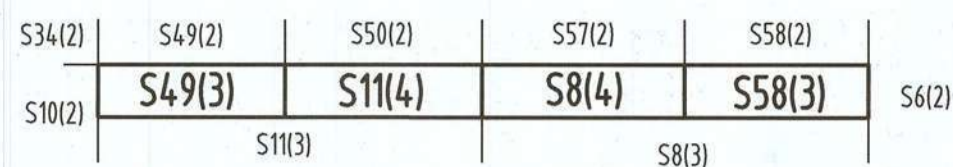


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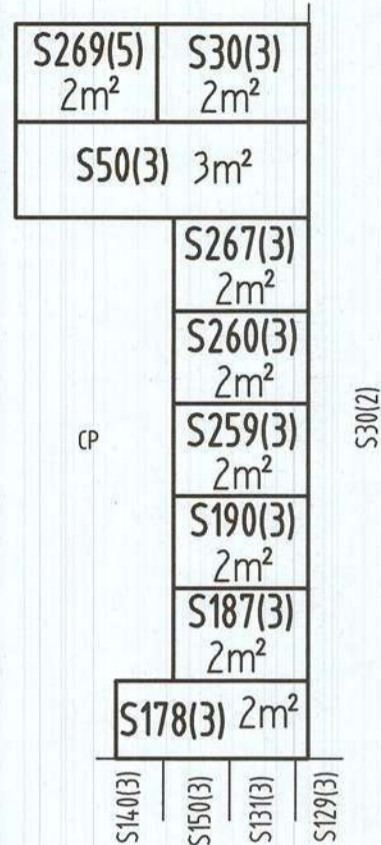


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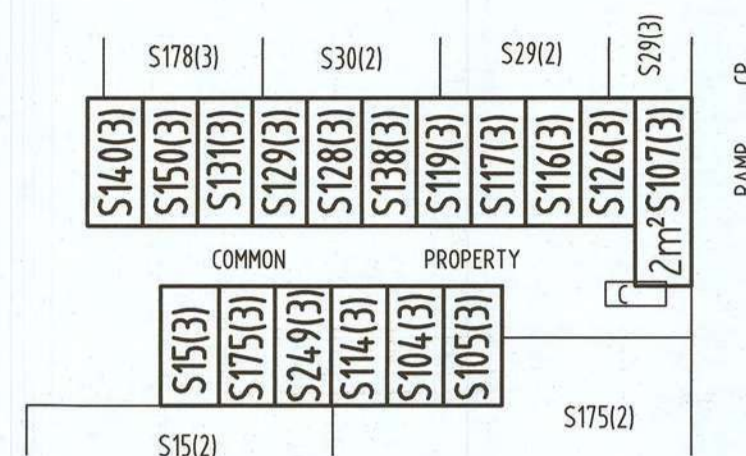


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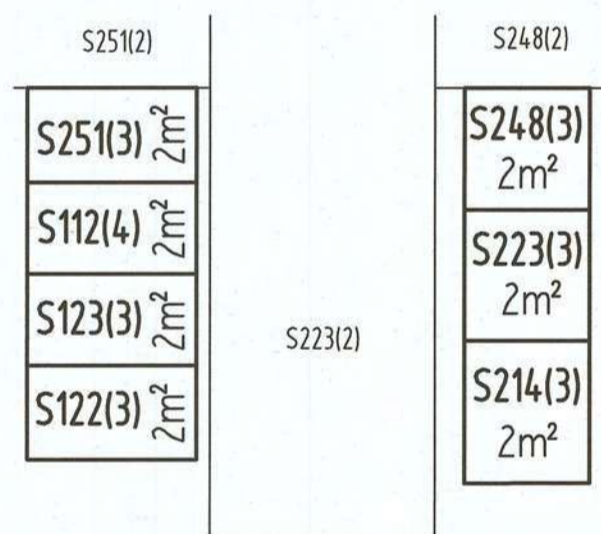


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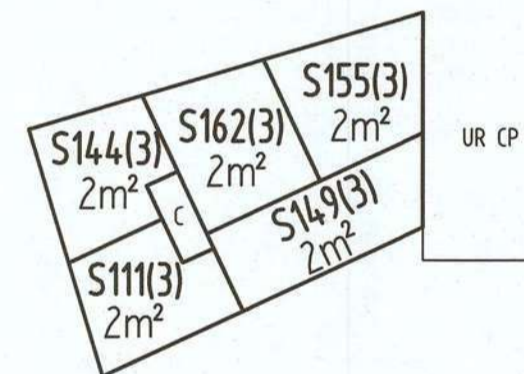


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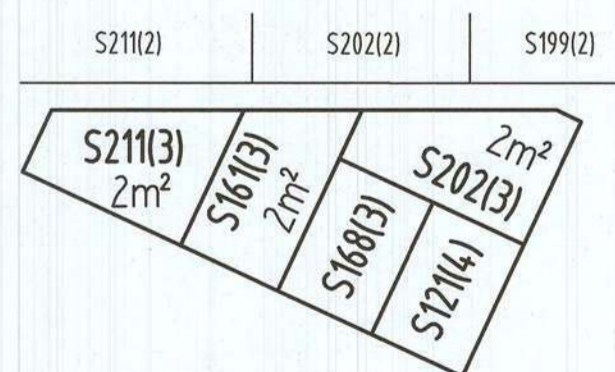


DIAGRAM K
NOT TO SCALE

YAMBA RESI D PTY LIMITED
ACN 160 814 193
YAMBA RESI G PTY LIMITED
ACN 160 811 334
BY ITS ATTORNEY ALFONSO DEL RIO
PURSUANT TO POWER OF ATTORNEY
REGISTERED NUMBER 0144919

Signature of Lessee

Lyn Tankey
Lyn Tankey
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

CLASS A UNIT STOREROOMS
SEE SHEET 15 FOR LEGEND

UNITS PLAN No.

4787

FLOOR PLAN

Block

10

Section


24


Division

PHILLIP

FLOOR NUMBER

GROUND


YAMBA RESI D PTY LIMITED
ACN 160 814 193
YAMBA RESI G PTY LIMITED
ACN 160 811 334
BY ITS ATTORNEY ALFONSO DEL RIO
PURSUANT TO POWER OF ATTORNEY
REGISTERED NUMBER 0144919
Signature of Lessee

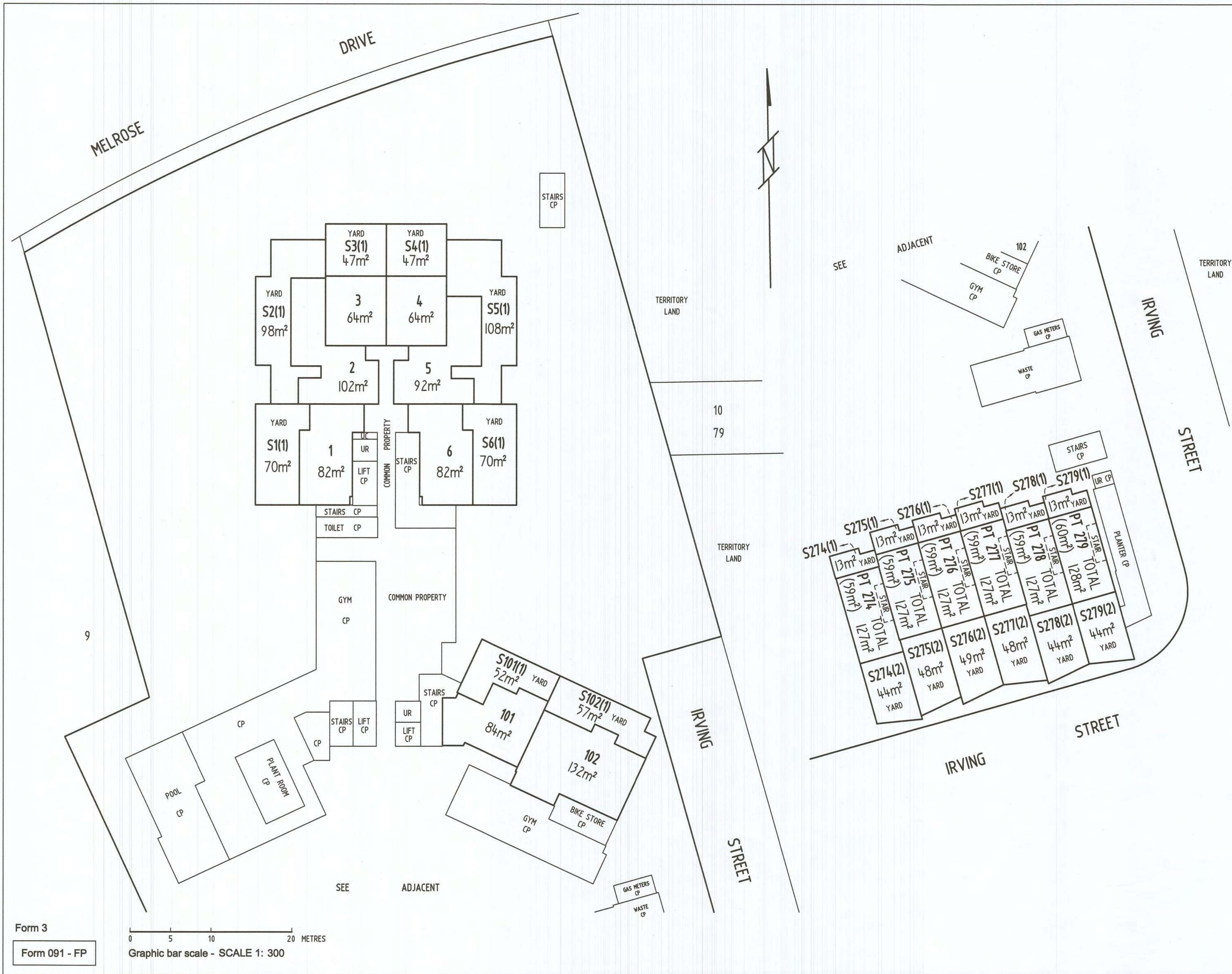

Lyn Tankey
Delegate of the
ACT Planning and Land Authority

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

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 15 FOR LEGEND

UNITS PLAN No.

4787

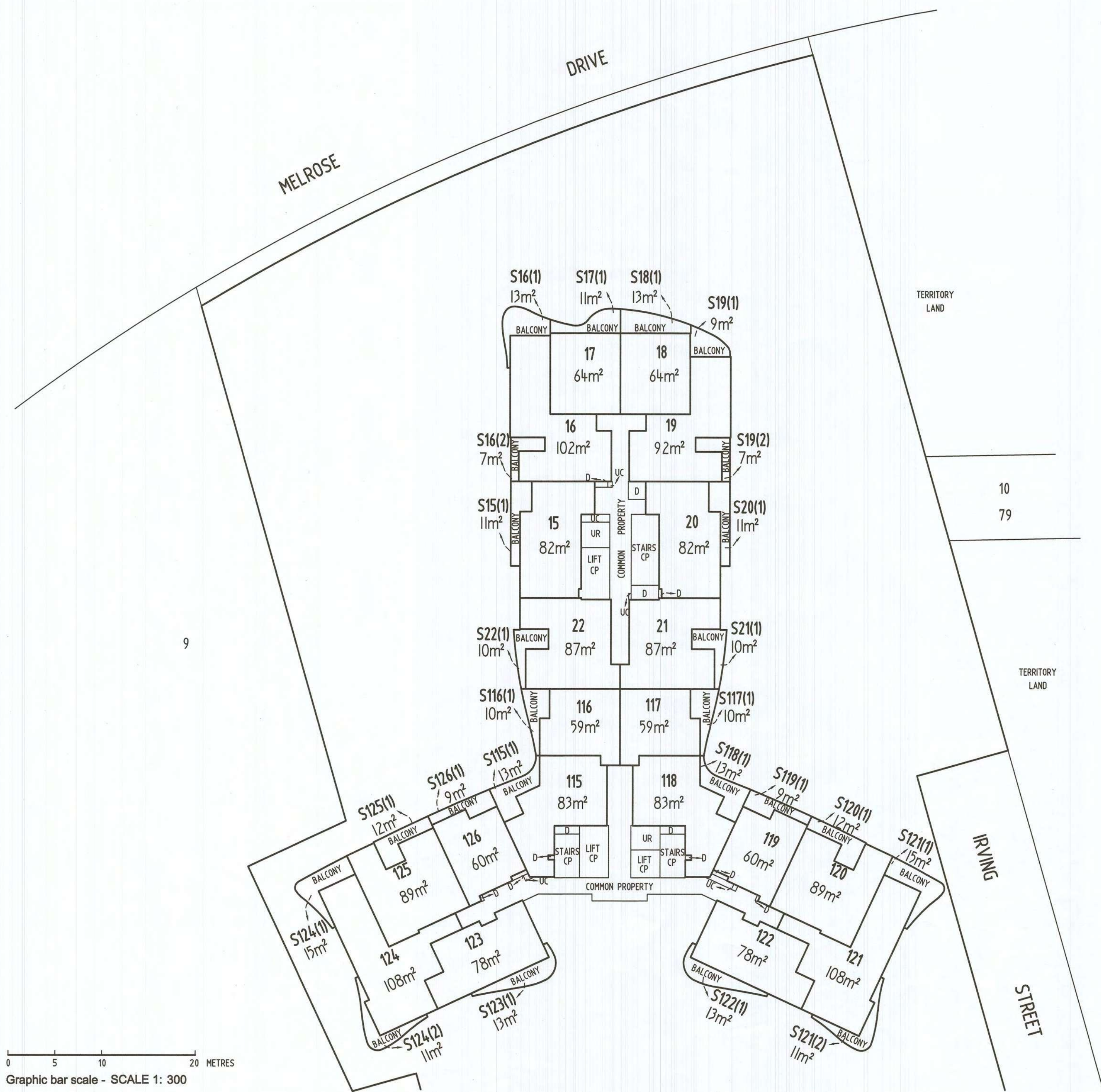


Form 3
Form 091 - FP

0 5 10 20 METRES
Graphic bar scale - SCALE 1: 300

FLOOR PLAN

Block	10
Section	24
Division	PHILLIP
FLOOR NUMBER	SECOND



YAMBA RESID PTY LIMITED
ACN 160 814 193
YAMBA RESID PTY LIMITED
ACN 160 811 334
BY ITS ATTORNEY ALFONSO DEL RIO
PURSUANT TO POWER OF ATTORNEY
REGISTERED NUMBER 0144919
Signature of Lessee

Lyn Tankey
Lyn Tankey
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

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 15 FOR LEGEND

UNITS PLAN No.
4787

FLOOR PLAN

Block

10

Section

24

Division

PHILLIP

FLOOR NUMBER

THIRD



[Signature]
YAMBA RESID PTY LIMITED
ACN 160 814 193
YAMBA RESID PTY LIMITED
ACN 160 811 334
BY ITS ATTORNEY ALFONSO DEL RIO
PURSUANT TO POWER OF ATTORNEY
REGISTERED NUMBER 0144919
Signature of Lessee

[Signature]
Lyn Tankov
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

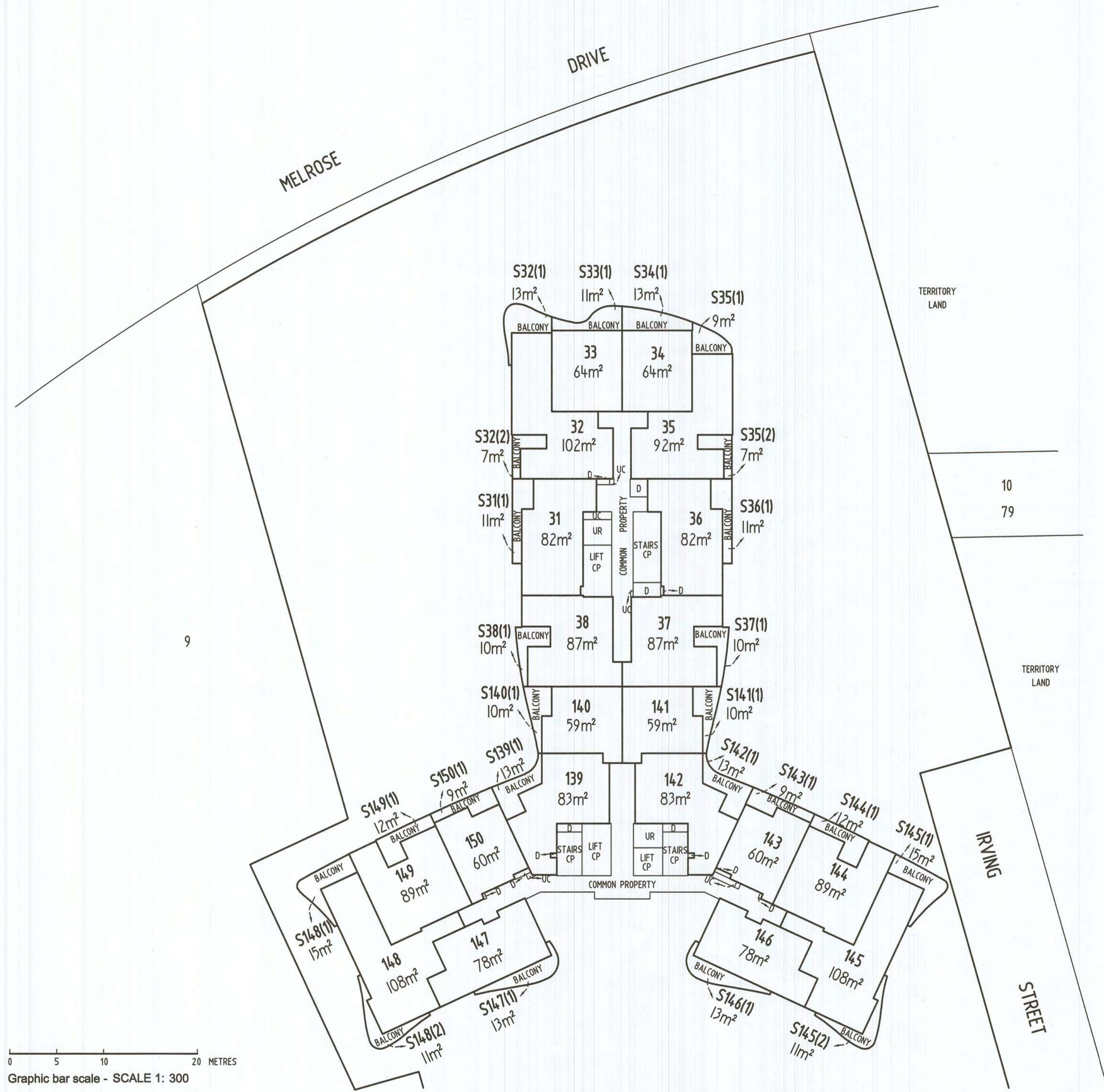
CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 15 FOR LEGEND

UNITS PLAN No.

4787

FLOOR PLAN

Block	10
Section	24
Division	PHILLIP
FLOOR NUMBER	FOURTH



10
79

[Signature]
YAMBA RESID PTY LIMITED
ACN 160 814 193
YAMBA RESID PTY LIMITED
ACN 160 811 334
BY ITS ATTORNEY ALFONSO DEL RIO
PURSUANT TO POWER OF ATTORNEY
REGISTERED NUMBER 0144919
Signature of Lessee

[Signature]
Lyn Tankey
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

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 15 FOR LEGEND

UNITS PLAN No.
4787

LAND TITLES

ACCESS CANBERRA
Chief Minister, Treasury and
Economic Development Directorate

Sheet No. 27 of 34

FLOOR PLAN

Block

10

Section

24

Division

PHILLIP

FLOOR NUMBER

FIFTH



Form 3

Form 091 - FP

Graphic bar scale - SCALE 1: 300

REF: 13091.UP

YAMBA RESI D PTY LIMITED
ACN 160 814 193
YAMBA RESI G PTY LIMITED
ACN 160 811 334
BY ITS ATTORNEY ALFONSO DEL RIO
PURSUANT TO POWER OF ATTORNEY
REGISTERED NUMBER 0144919

Signature of Lessee

Lyn Tankey

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

CLASS A UNITS AND UNIT SUBSIDIARIES

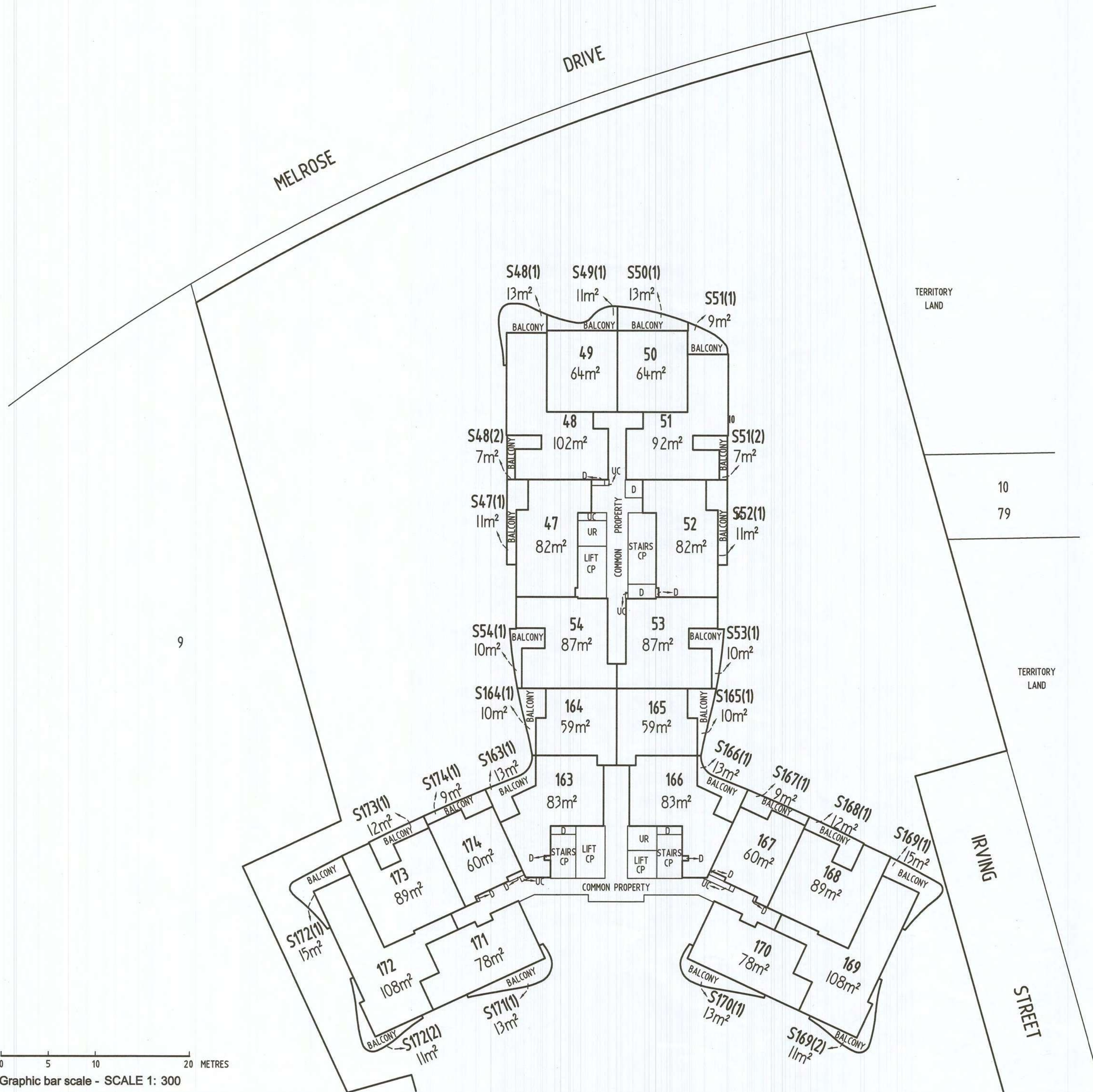
SEE SHEET 15 FOR LEGEND

UNITS PLAN No.

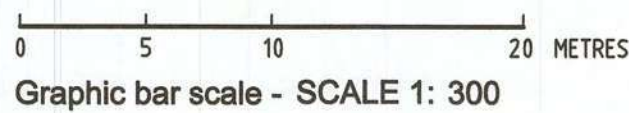
4787

FLOOR PLAN

Block	10
Section	24
Division	PHILLIP
FLOOR NUMBER	SIXTH



Form 3
Form 091 - FP



YAMBA RESID PTY LIMITED
ACN 160 814 193
YAMBA RESID PTY LIMITED
ACN 160 811 334
BY ITS ATTORNEY ALFONSO DEL RIO
PURSUANT TO POWER OF ATTORNEY
REGISTERED NUMBER 0144919
Signature of Lessee

Lyn Tankey
Lyn Tankey
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

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 15 FOR LEGEND

UNITS PLAN No.
4787

FLOOR PLAN

Block

10

Section

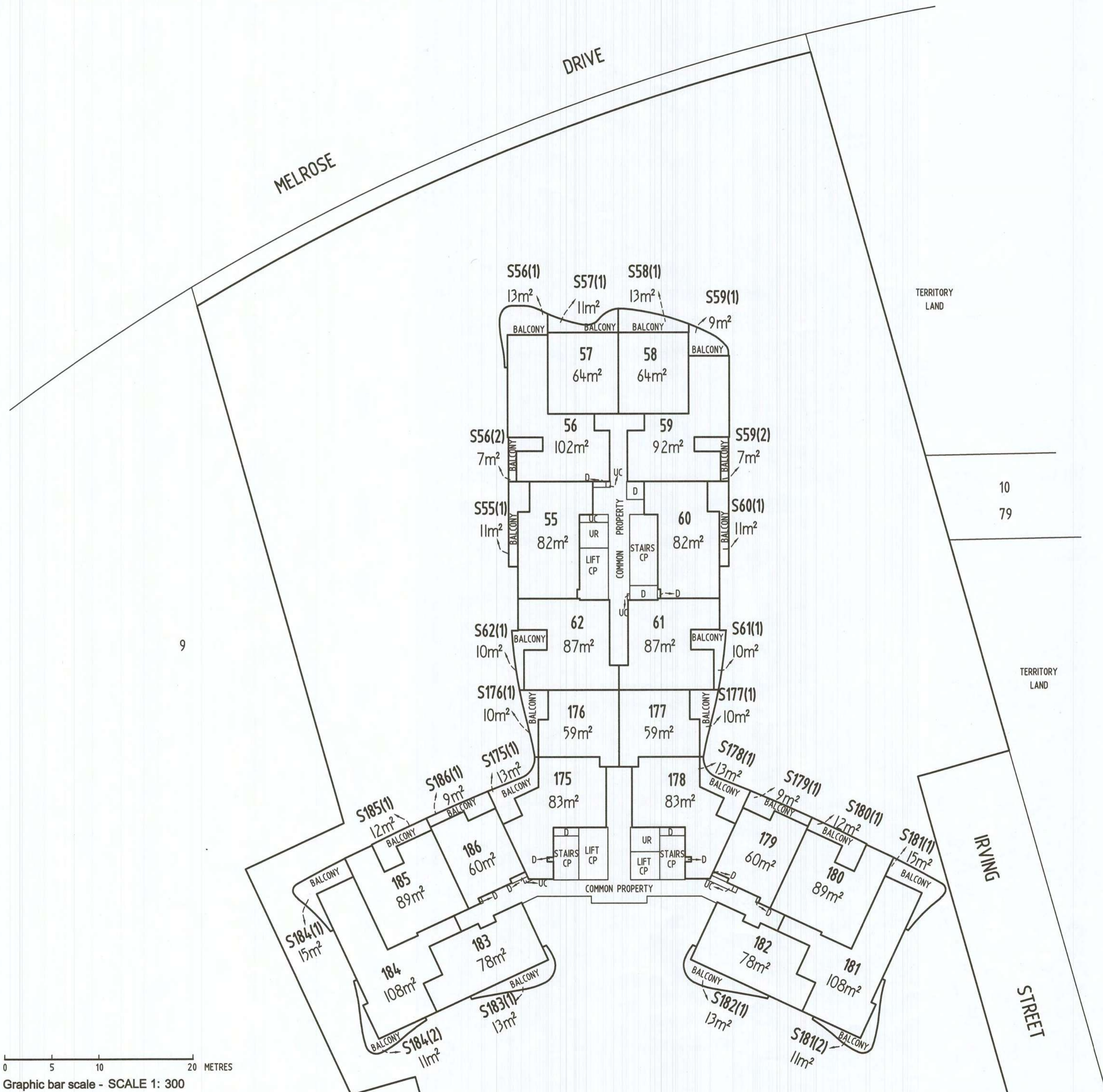
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Division


PHILLIP

FLOOR NUMBER

SEVENTH




YAMBA RESID PTY LIMITED
ACN 160 814 193
YAMBA RESID PTY LIMITED
ACN 160 811 334
BY ITS ATTORNEY ALFONSO DEL RIO
PURSUANT TO POWER OF ATTORNEY
REGISTERED NUMBER 0144919
Signature of Lessee


Lyn Tankey
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

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 15 FOR LEGEND

UNITS PLAN No.
4787

FLOOR PLAN

Block

10

Section

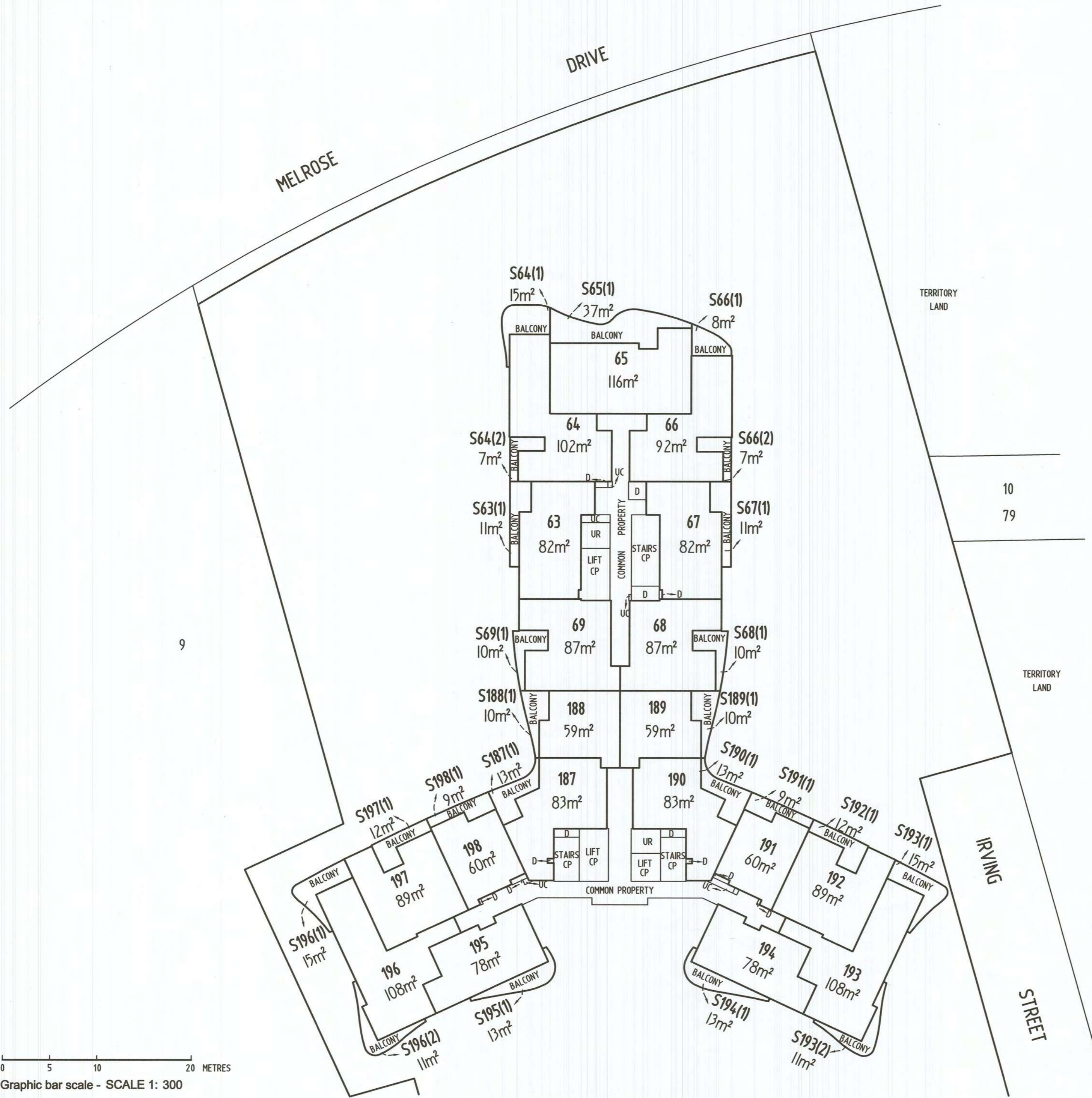
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Division

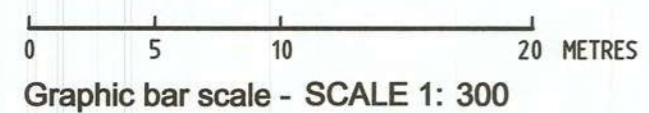
PHILLIP


FLOOR NUMBER

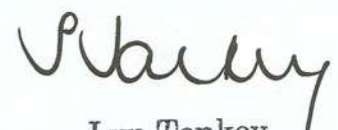
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Form 3
Form 091 - FP



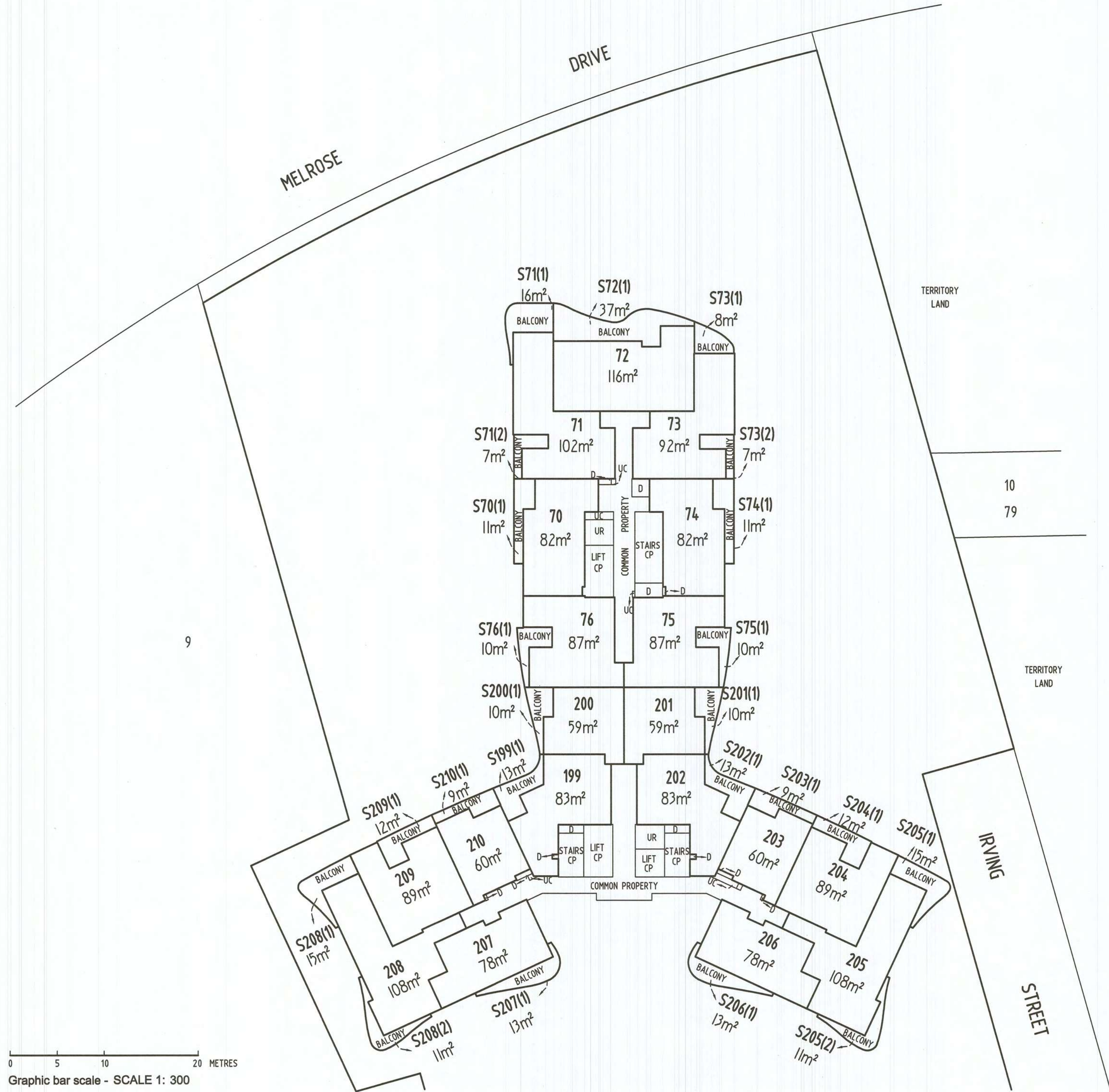

YAMBA RESID PTY LIMITED
ACN 160 814 193
YAMBA RESID PTY LIMITED
ACN 160 811 334
BY ITS ATTORNEY ALFONSO DEL RIO
PURSUANT TO POWER OF ATTORNEY
REGISTERED NUMBER 0144919
Signature of Lessee


Lyn Tankey
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

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 15 FOR LEGEND

UNITS PLAN No.
4787

FLOOR PLAN
Block 10
Section 24
Division PHILLIP
FLOOR NUMBER NINTH



[Signature]
 YAMBA RESI D PTY LIMITED
 ACN 160 814 193
 YAMBA RESI G PTY LIMITED
 ACN 160 811 334
 BY ITS ATTORNEY ALFONSO DEL RIO
 PURSUANT TO POWER OF ATTORNEY
 REGISTERED NUMBER 0144919
 Signature of Lessee

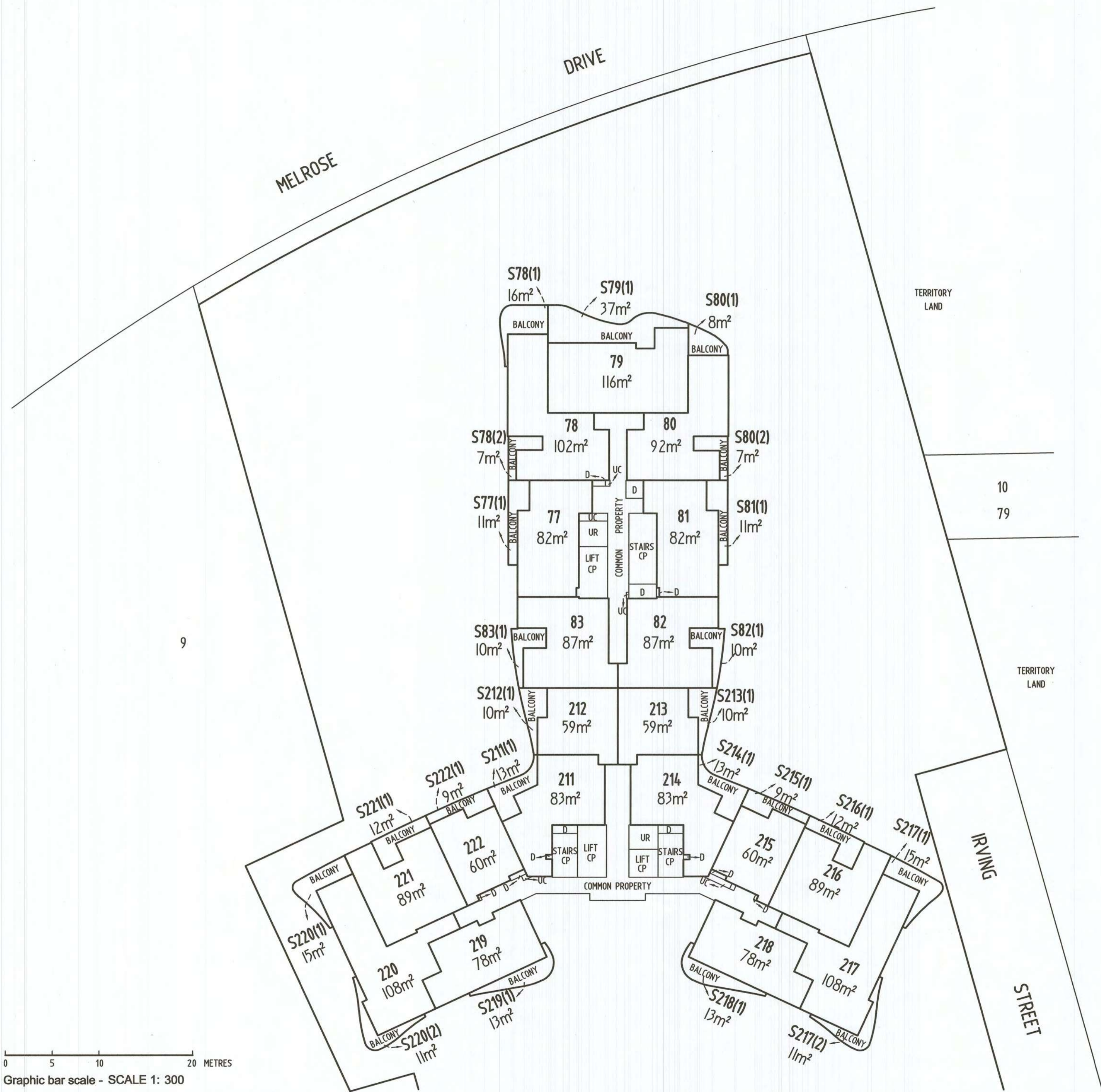
[Signature]
 Lyn Tankey
 Delegate of the
 ACT Planning and Land Authority
 APPROVED UNDER THE UNIT TITLES ACT 2001,
 AS THE UNITS PLAN FOR THE SUBDIVISION
 OF THE ABOVE MENTIONED PARCEL OF LAND

CLASS A UNITS AND UNIT SUBSIDIARIES
 SEE SHEET 15 FOR LEGEND

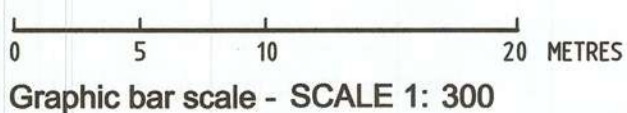
UNITS PLAN No.
 4787

FLOOR PLAN

Block	10
Section	24
Division	PHILLIP
FLOOR NUMBER	TENTH



Form 3
Form 091 - FP



[Signature]
YAMBA RESID PTY LIMITED
ACN 160 814 193
YAMBA RESID PTY LIMITED
ACN 160 811 334
BY ITS ATTORNEY ALFONSO DEL RIO
PURSUANT TO POWER OF ATTORNEY
REGISTERED NUMBER 0144919
Signature of Lessee

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

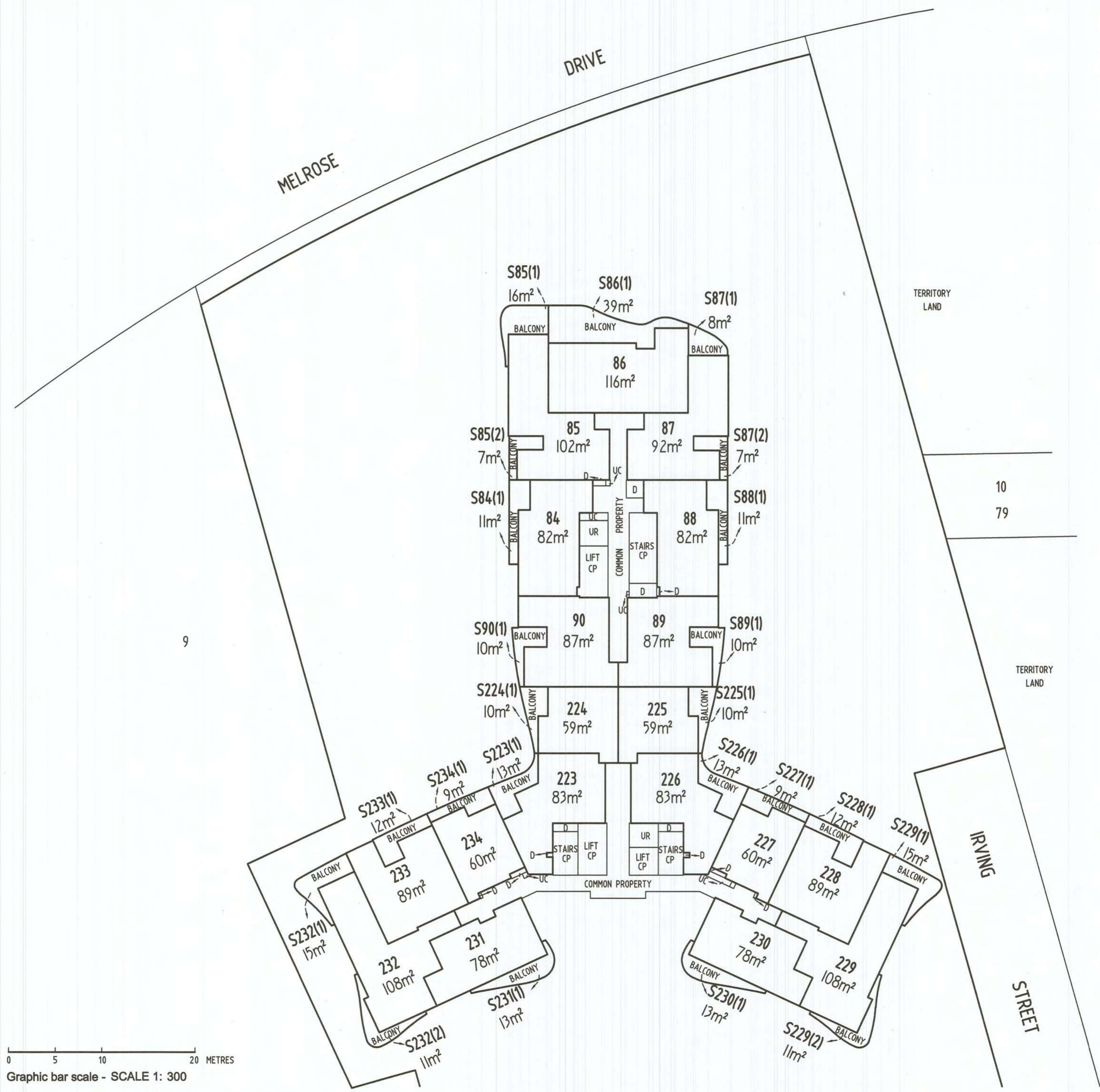
APPROVED UNDER THE UNIT TITLES ACT 2001,
AS THE UNITS PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 15 FOR LEGEND

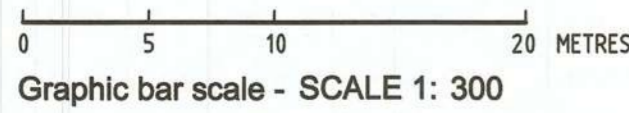
UNITS PLAN No.
4787

FLOOR PLAN

Block	10
Section	24
Division	PHILLIP
FLOOR NUMBER	ELEVENTH



Form 3
Form 091 - FP



YAMBA RESID PTY LIMITED
ACN 160 814 193
YAMBA RESID PTY LIMITED
ACN 160 811 334
BY ITS ATTORNEY ALFONSO DEL RIO
PURSUANT TO POWER OF ATTORNEY
REGISTERED NUMBER 0144919
Signature of Lessee

Lyn Tenkey
Lyn Tenkey
Delegate of the
ACT Planning and Land Authority

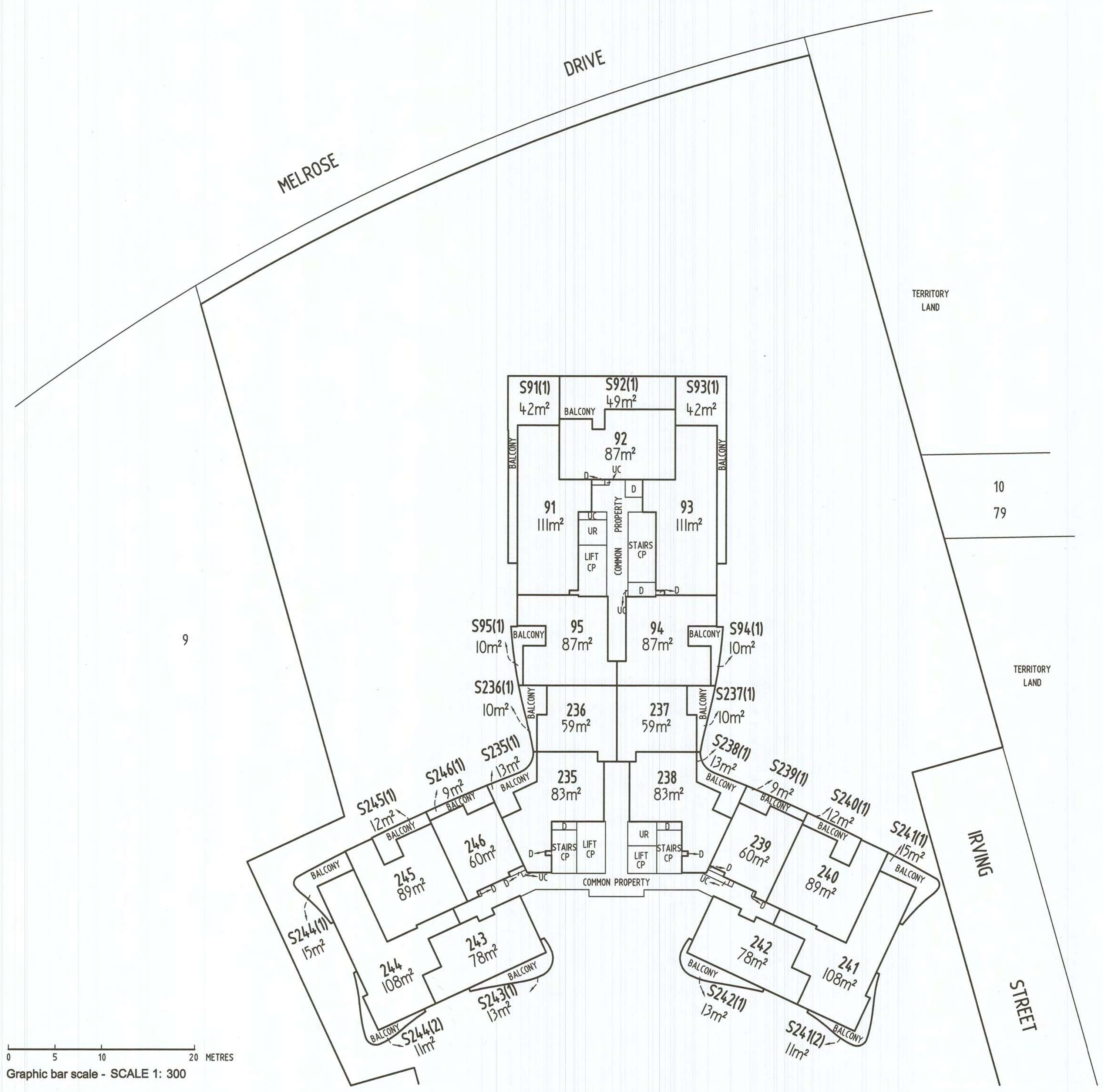
APPROVED UNDER THE UNIT TITLES ACT 2001,
AS THE UNITS PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 15 FOR LEGEND

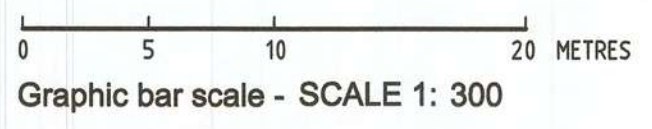
UNITS PLAN No.
4787

FLOOR PLAN

Block	10
Section	24
Division	PHILLIP
FLOOR NUMBER	TWELFTH



Form 3
Form 091 - FP

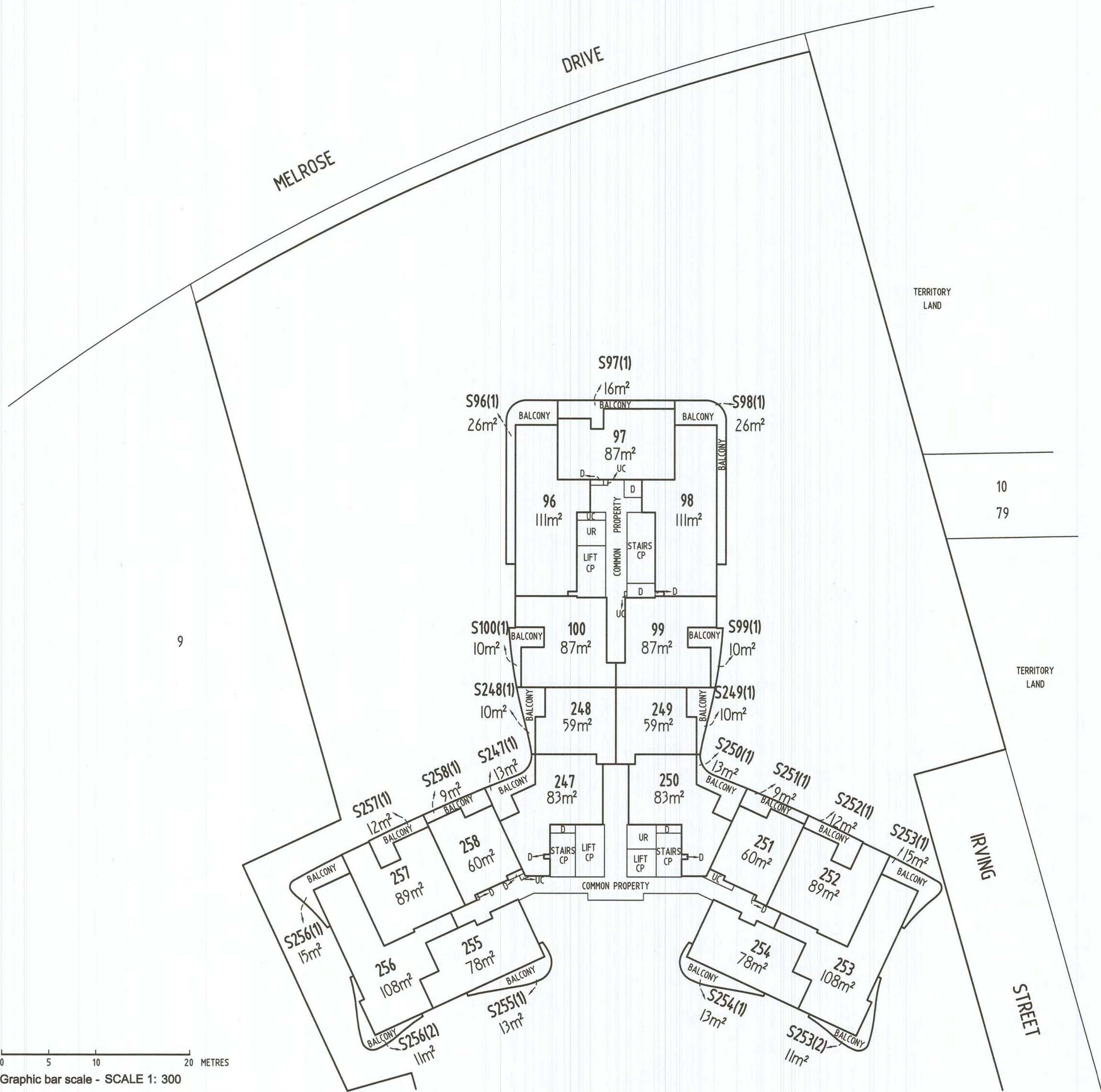


[Signature]
YAMBA RESID PTY LIMITED
ACN 160 814 193
YAMBA RESID PTY LIMITED
ACN 160 811 334
BY ITS ATTORNEY ALFONSO DEL RIO
PURSUANT TO POWER OF ATTORNEY
REGISTERED NUMBER 0144919
Signature of Lessee

[Signature]
Lyn Tankey
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

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 15 FOR LEGEND

UNITS PLAN No.
4787



10
79

TERRITORY LAND

Signature of Lessee
 YAMBA RESI D PTY LIMITED
 ACN 160 814 193
 YAMBA RESI G PTY LIMITED
 ACN 160 811 334
 BY ITS ATTORNEY ALFONSO DEL RIO
 PURSUANT TO POWER OF ATTORNEY
 REGISTERED NUMBER 0144919

Lyn Tankey
 Lyn Tankey
 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

CLASS A UNITS AND UNIT SUBSIDIARIES
 SEE SHEET 15 FOR LEGEND

UNITS PLAN No.
 4787

FLOOR PLAN

Block

10

Section

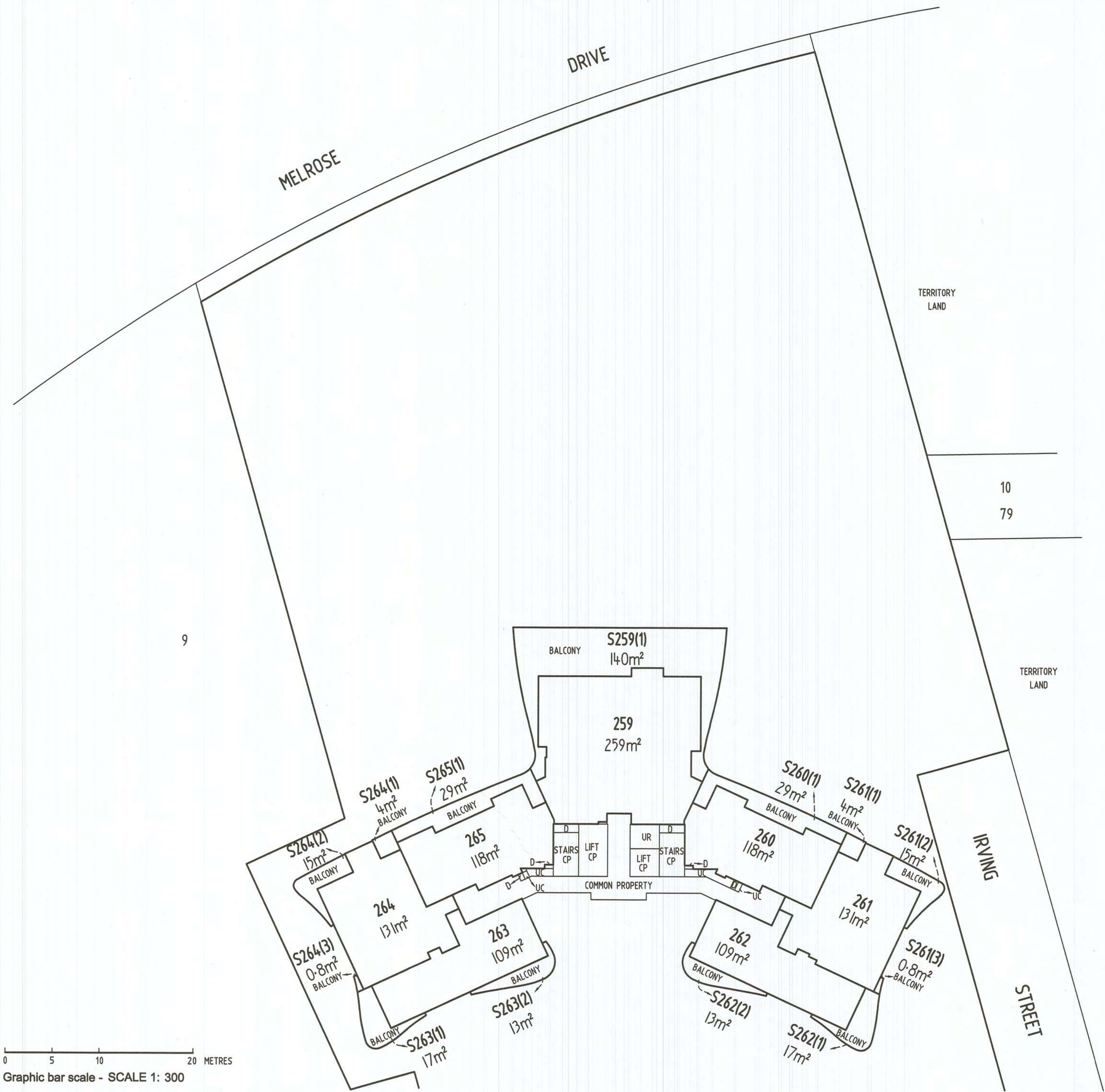
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Division

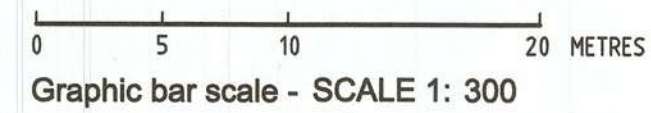
PHILLIP

FLOOR NUMBER

FOURTEENTH



Form 3
Form 091 - FP



YAMBA RESID PTY LIMITED
ACN 160 814 193
YAMBA RESID PTY LIMITED
ACN 160 811 334
BY ITS ATTORNEY ALFONSO DEL RIO
PURSUANT TO POWER OF ATTORNEY
REGISTERED NUMBER 0144919
Signature of Lessee

Lyn Tankey
Lyn Tankey
Delegate of the
ACT Planning and Land Authority

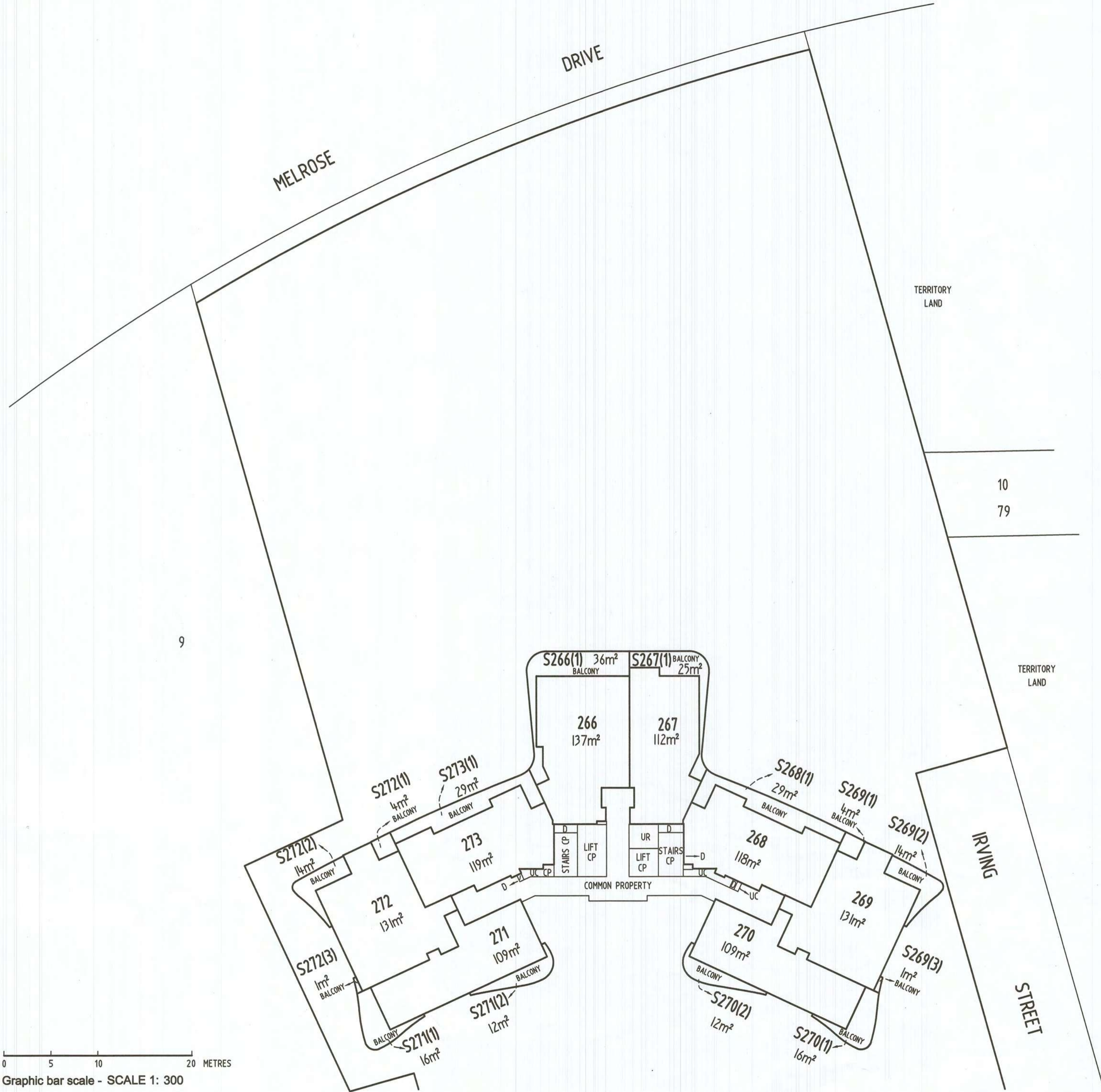
APPROVED UNDER THE UNIT TITLES ACT 2001,
AS THE UNITS PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 15 FOR LEGEND

UNITS PLAN No.
4787

FLOOR PLAN

Block	10
Section	24
Division	PHILLIP
FLOOR NUMBER	FIFTEENTH



10
79

[Signature]
YAMBA RESIDENTS PTY LIMITED
ACN 160 814 193
YAMBA RESIDENTS PTY LIMITED
ACN 160 811 334
BY ITS ATTORNEY ALFONSO DEL RIO
PURSUANT TO POWER OF ATTORNEY
REGISTERED NUMBER 0144919
Signature of Lessee

[Signature]
Lyn Tankey
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

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 15 FOR LEGEND

UNITS PLAN No.
4787

Form 4

Land Titles (Units Titles) Act 1970

UNITS PLAN NO 4787

Block 10 Section 24 Division of PHILLIP

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 thirtieth day of July Two thousand and ninety seven. |
| 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 – 279 inclusive covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of each Lessee's relevant unit as follows:

(a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;

(b) to pay to the Authority or any statutory authority his proportion that is equal to the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the <u>Planning and Development Act 2007</u> and the <u>Unit Titles Act 2001</u> ; |
| PURPOSE | (c) To use Units 1 to 279 only for the purpose of:

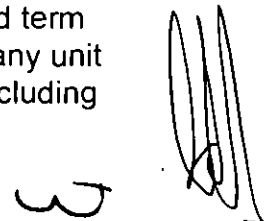
(i) car park;
(ii) club;
(iii) commercial accommodation use; |



- (iv) community use;
- (v) indoor recreation facility;
- (vi) outdoor recreation use;
- (vii) residential use PROVIDED THAT multi-unit housing is LIMITED TO not more than two hundred and eighty (280) dwellings;
- (viii) store;

PROVIDED THAT prior to the alteration or construction of a building on the premises, or use of the premises for residential use and/or commercial accommodation use the lessee shall provide a noise management plan to the Environment Protection Authority or its successor for assessment and approval. The noise management plan must be prepared by a person suitably qualified in the assessment of environmental noise, state that the building to be constructed on the premises complies with all relevant Australian standards and all legislation in force at that time and detail the design and siting and construction methods that will be used to minimise the impact of noise generated from activities on the premises and/or the impact of external noise affecting occupants inside the premises;

- | | |
|--|---|
| UNIT
SUBSIDIARY | (d) Not to use any unit subsidiary to that unit as a habitation; |
| ACCESS | (e) That vehicular access to the site shall be from Irving Street. Vehicular access shall not be permitted from Melrose Drive; |
| FACILITIES AND
ACCESS FOR
PERSONS WITH
A DISABILITY | (f) That the Lessee shall provide and maintain facilities and access on the parcel of land for persons with a disability in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority; |
| SERVICE AREAS | (g) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the unit is suitably screened from public view; |
| BUILDING
SUBJECT TO
APPROVAL | (h) 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 | (i) 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 | (j) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the unit and any unit subsidiary the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee; |
| RIGHT OF INSPECTION | (k) 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 | (l) 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 | (m) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree: <ul style="list-style-type: none"> (i) that has been identified in a development approval for retention during the period allowed for construction of the building; (ii) to which the <u>Tree Protection Act 2005</u>, applies; |
| MINERALS AND WATER | (n) 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. |

Handwritten signatures and initials at the bottom right of the page, including a stylized 'W' and a more complex signature.

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 (b)
RENT

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 and Development Act 2007;

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NOTICES

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

EXERCISE OF POWERS

- (e) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
- (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

6. In this schedule unless the contrary intention appears:

- (a) "apartment" means a dwelling located within a building containing two or more dwellings and which is not an attached house;
- (b) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (c) "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;
- (d) "caretakers residence" means any dwelling used for the residence or a caretaker, in connection with another land use, including industry and commercial activity;
- (e) "car park" means the use of the parcel of land specifically allocated for the parking of motor vehicles;
- (f) "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

W



the Education and Care Services National Law (ACT) Act 2011 and which does not include residential care;

- (g) "class" for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;
- (h) "club" means the use of the parcel of land as a meeting place for persons associated, or for a body incorporated, for a social, sporting, athletic, literary, political or other like purpose, and which is a licensed premise under the Liquor Act 2010;
- (i) "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;
- (j) "commercial accommodation use" means commercial accommodation unit, guest house, hotel, motel, serviced apartment and/or tourist resort. It does not include a caravan park/camping ground or a group or organised camp;
- (k) "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;
- (l) "community theatre" means the use of the parcel of land for a theatre, cinema, concert hall, auditorium or theatrette run by non-profit organisations;
- (m) "community use" means child care centre, community activity centre, community theatre, cultural facility, educational establishment, health facility, hospital, place of worship and/or religious associated use;
- (n) "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;

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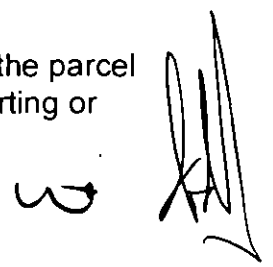
- (o) "dwelling"
- (i) means a class 1 building, or a self-contained part of a class 2 building, that:
 - (A) includes the following that are accessible from within the building, or the self-contained part of the building:
 - (1) not more than 2 kitchens;
 - (2) at least 1 bath or shower;
 - (3) at least 1 toilet pan; and
 - (B) does not have access from another building that is either a class 1 building or the self-contained part of a class 2 building; and
 - (4) includes any ancillary parts of the building and any class 10a buildings associated with the building;
- (p) "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, and may include associated residential accommodation;
- (q) "gross floor area" means the sum of the area of all floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building excluding any area used solely for rooftop fixed mechanical plant and/or basement car parking.
- (r) "guest house" means the use of the parcel of land for one or more commercial accommodation units and where common or shared facilities are provided for the provision of services such as meals and laundry to occupants of the premises but not to non occupant members of the public;
- (s) "health facility" means the use of the parcel of land for providing health care services (including diagnosis, preventative care or counselling) or medical or surgical treatment to out-patients only;
- (t) "hospital" means the use of the parcel of land for the medical care (including diagnosis, preventative care and counselling) of in-patients, whether or not out-patients

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are also provided with care or treatment, and may include associated residential accommodation;

- (u) "hotel" means the use of the parcel of land for one or more commercial accommodation units and where the premise is licensed under the Liquor Act 2010. It may also include associated facilities such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which are also available for use by non occupant members of the public;
- (v) "indoor recreation facility" means the use of the parcel of land for sporting activities where such use is primarily indoors;
- (w) "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
 - (5) where the Lessee is a corporation be deemed to include such corporation its successors and assigns;
- (z) "motel" means the use of the parcel of land for one or more commercial accommodation units and where the units are provided with convenient space for parking of motor vehicles. It may also include associated facilities such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which are also available for use by non occupant members of the public. A motel may be licensed under the Liquor Act 2010;
- (y) "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;
- (z) "outdoor recreation facility" means the use of the parcel of land for a recreation facility serving the sporting or



recreational needs of people where the activities are undertaken predominantly outdoors;

- (aa) "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;
- (bb) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (cc) "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 religion;
- (dd) "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;
- (ee) "residential use" means caretaker's residence, multi-unit housing, residential care accommodation, retirement village, retirement village scheme, secondary residence, single dwelling housing and/or supportive housing;
- (ff) "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;
- (gg) "retirement village scheme" for a retirement village, means a scheme under which a person may –
 - (i) enter into a residence contract with the scheme operator for the retirement village; and
 - (ii) 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

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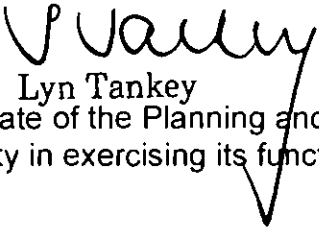
- (6) on payment of the relevant charge, acquires personally or for someone else a right to receive one (1) or more services in relation to the retirement village;
- (hh) "secondary residence" means a second dwelling on a block;
- (ii) "serviced apartment" means an apartment that is used as a commercial accommodation unit;
- (jj) "single dwelling housing" means the use of the parcel of land for residential purposes for a single dwelling only;
- (kk) "store" means the use of the parcel of land for the storage, whether permanent or temporary, of goods (not including obsolete motor vehicles or obsolete machinery) within or upon which no trade (whether retail or wholesale) or industry is carried on;
- (ll) "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;
- (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) "tourist resort" means the use of the parcel of land for one or more commercial accommodation units together with a wide range of recreational and/or cultural facilities in a resort style setting. It may also include associated facilities such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which are also available for use by non occupant members of the public. A tourist resort may be licensed under the Liquor Act 2010;

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- (oo) "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;
- (pp) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;
- (qq) words in the singular include the plural and vice versa;
- (rr) words importing one gender include the other genders;
- (ss) 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 Twenty fifth day of November 2019.


Lyn Tankey
a delegate of the Planning and Land
Authority in exercising its functions

LESSEE: **YAMBA RESIDENT PTY LIMITED ACN 160 814 193**

YAMBA RESIDENT PTY LIMITED ACN 160 811 334



Form 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO 4787

Block 10 Section 24 Division of PHILLIP

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 thirtieth day of July Two thousand and ninety seven.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. That:
 - (a) the Authority, on behalf of the Commonwealth, grants over that part of the parcel of land identified as a services easement on the Deposited Plan an easement ("Easement") in favour of the relevant provider (referred to as the "service provider");
 - (b) the service provider may:
 - (i) provide, maintain and replace services supplied by that service provider through the parcel of land within the site of the Easement; and
 - (ii) do anything reasonably necessary for that purpose, including without limitation:
 - (A) entering or passing through the parcel of land;
 - (B) taking anything on to the parcel of land; and
 - (C) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;
 - (c) in exercising the powers in Clause 3(b), the service provider must take all reasonable steps to:
 - (i) ensure that the work carried out on the parcel of land causes as little disruption, inconvenience and damage as is practicable; and

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- (ii) ensure that the land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;
 - (d) Clause 3(c)(ii), does not require the service provider to restore:
 - (i) the parcel of land to a condition that would result in:
 - (A) an interference with:
 - (1) any service on or through the parcel of land; or
 - (2) access to any service on or through the parcel of land; or
 - (B) a contravention of a law of the Territory; or
 - (ii) any building or structure placed or constructed on any part of the parcel of land comprising the Easement;
 - (e) the Owners Corporation must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the parcel of land comprising the Easement UNLESS written advice from the service provider is obtained;
 - (f) for the purposes of the Easement, "services", includes, without limitation, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewerage; and
 - (g) nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law.
4. The Owners - Units Plan No. 4737 ("the Owners Corporation") covenants with Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") as follows:
- (a) To pay to the Authority at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;
 - (b) To use the common property for the purpose of carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other purpose approved by the Owners Corporation PROVIDED THAT these uses are consistent with the permitted purposes of the units;
 - (c) Not to erect any building or make any structural alterations in any building or part of a building or other improvement on the common property without the previous approval in writing of the Authority, except where exempt by law;

- (d) At all times during the term of the lease maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings car parking 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 4(d) of this lease not to install any services or make any alterations in any of the services or any part of the services situated in or on the land forming the common property without the previous approval in writing of the Authority;
- (f) If and whenever the Owners Corporation is in breach of the Owners Corporation's obligations to maintain repair and keep in repair the common property the Authority may by notice in writing to the Owners Corporation specifying the repairs and maintenance needed require the Owners Corporation to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Owners Corporation require the Owners Corporation to remove the building or improvement and may require the Owners Corporation to construct a new building or improvement in place of that removed within the time specified in the notice. If the Owners Corporation does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;
- (g) 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;
- (h) 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;
- (i) That the Owners Corporation shall illuminate and keep illuminated all public access areas, carparks and driveways on the parcel of land at the Owners Corporations cost during the evening hours of operation to a standard acceptable to the Authority in accordance with plans and

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specifications prepared and previously submitted to and approved in writing by the Authority;

- (j) That the Owners Corporation shall provide and maintain an area for the loading and unloading of vehicles on the parcel of land to a standard acceptable to the Authority in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;
 - (k) That the Owners Corporation shall provide and maintain facilities and access on the parcel of land for persons with a disability in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;
 - (l) That the Owners Corporation shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building;
 - (ii) to which the Tree Protection Act 2005, applies;
 - (m) All minerals on or in the common property and the right to the use, flow and control of ground water under the surface of the common property are reserved to the Territory.
5. It is mutually covenanted and agreed by the Commonwealth of Australia and the Owners Corporation as follows:
- (a) That if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Owners Corporation in respect of any breach of the covenants on the part of the Owners Corporation to be observed or performed;
 - (b) That any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
 - (c) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or

- (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

6. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (c) "gross floor area" means the sum of the area of all floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building excluding any area used solely for rooftop fixed mechanical plant and/or basement car parking;
- (d) "owners corporation" means the body corporate under the name of 'The Owners - Units Plan No. 4787';
- (e) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (f) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (g) "Territory" means:
- (i) when used in a geographical sense the Australian Capital Territory; and
- (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (h) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (i) words in the singular include the plural and vice versa;
- (j) words importing one gender include the other genders;

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- (k) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

Dated this Twenty fifth day of November 2019.



Lyn Tankey
a delegate of the Planning and Land
Authority in exercising its functions

LESSEE: YAMBA RESI D PTY LIMITED ACN 160 814 193

YAMBA RESI G PTY LIMITED ACN 160 811 334



YAMBA RESI D PTY LIMITED
ACN 160 814 193

YAMBA RESI G PTY LIMITED
ACN 160 811 334

BY ITS ATTORNEY ALFONSO DEL RIO
PURSUANT TO POWER OF ATTORNEY
REGISTERED NUMBER 0144919



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	55	Block	10	Section	24	Suburb	PHILLIP
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Leased by the Australian Capital Territory on behalf of the Commonwealth under the Land (Planning and Environment) Act 1991, Planning & Development Act 2007 and Planning Act 2023.

	No	Yes
1. Have any notices been issued relating to the Crown Lease?	(X)	()
2. Is the Lessor aware of any notice of a breach of the Crown Lease?	(X)	()
3. Has a Certificate of Compliance been issued? (N/A ex-Government House) N/A	()	()
Certificate Number:		Dated:

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 : 20260329 - 194032824

Date: 11-MAY-26 15:19:14



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

11-MAY-2026 15:19

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 5

INFORMATION ABOUT THE PROPERTY

PHILLIP Section 24/Block 10/Unit 55

Building Class: A

Area(m2): 9,680.4

Unimproved Value: \$9,030,000

Year: 2025

Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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



**STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601**

11-MAY-2026 15:19

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

Page 2 of 5

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA201630552 **Lodged** 13-DEC-16 **Type** See Subclass

-- Application Details -----

Description

CONCURRENT DEVELOPMENT APPLICATION - proposed residential development comprising 280 residential dwellings. 274 units to be accommodated in a building ranging between 12 and 16 storeys in height. 6 residential dwellings accommodated in 2 storey townhouse buildings fronting Irving Street. Development also proposes demolition of existing structures, tree removals, basement car parking, driveway crossings, landscaping, site servicing, and associated works. TERRITORY PLAN variation elements still need to be listed and are subject to the finalisation of the draft variation documents. The concurrent development application cannot be finalised until the concurrent process is complete. The concurrent consultation period for the proposal is 35 days. If the concurrent document relating to the application is refused, rejected or withdrawn, the application is taken to have been refused.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Phillip	24	8-8	
Woden Valley	Phillip	24	9-10	
Woden Valley	Phillip	24	11-15	

-- Involved Parties -----

Role	Name
Lessee	Yamba Resi D Pty Ltd
Applicant	Amalgamated Property Group Pty
Representor	Samuel Cornell
Representor	Gavin Bazley-Smith
Representor	Carl Nagel

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



STATUTORY PLANNING
 DEVELOPMENT SOLUTIONS BRANCH
 480 Northbourne Avenue
 DICKSON ACT 2601

11-MAY-2026 15:19

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

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Application DA201528749 **Lodged** 09-FEB-16 **Type** See Subclass

-- Application Details -----

Description

COMMERCIAL-DEMOLITION-BASEBALL STADIUM. Proposed demolition of buildings, surrounding trees, and landscaping including extinguishing existing easements (and services within) and services relocated.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Phillip	24	8-8	
Woden Valley	Phillip	24	9-10	
Woden Valley	Phillip	24	11-15	

-- Involved Parties -----

Role	Name
Representor	Woden Valley Community Council
Lessee	Yamba Resi G Pty Limited
Lessee	Yamba Resi D Pty Limited
Applicant	Amalgamated Property Group Pty

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional

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

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

Sect	Blk	DA No.	Description	Overlay Policy	Status
79	8	202443345	PLANNING ACT 2023 - AMENDMENT TO DA202443345-S179B PROPOSAL FOR STAGED MULTI UNIT DEVELOPMENT AND LEASE VARIATION. Amendment to development application for removal of existing trees, stage 2 construction for one 6-storey building with 52 residential units, and one 12-storey building with 147 residential units, 3 levels of shared basement carparking with 299 carparking spaces, services and	Approval Conditional	26-FEB-25



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

11-MAY-2026 15:19

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 4 of 5

79	8		substation, internal driveway and parking, landscaping, relocated and changed easements and associated works. Lease variation to subdivide the proposed Block B from DA202443254 into two new blocks, C and D. which is still under consideration - the amendment is to provide a response to comments from entities, the public and the Authority including removal of stairs, reduced waste bin rollout zone, addition of secure bicycle parking.		
24	14	202544205	PLANNING ACT 2023 - PROPOSAL FOR LEASE VARIATION - To vary the Crown lease by increasing the number of residential dwellings permitted from one (1) to one hundred and thirty (130).	Approval Conditional	07-AUG-25

LAND USE POLICIES

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

CONTAMINATED LAND SEARCH

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

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS

Cat containment has been extended across the ACT for cats born on or after 1 July 2022. Containment means keeping your cat on your premise 24 hours a day. This can include your house or apartment, enclosed area in a backyard or courtyard, a cat crate or leash.

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

URBAN FOREST ACT 2023



**STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601**

11-MAY-2026 15:19

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

Page 5 of 5

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 -----



Bright&Duggan
Strata Management

ACT | customercare@bright-duggan.com.au | bright-duggan.com.au
PO Box 281, Crows Nest NSW 1585 | P 02 6156 3305
ABN 96 144 703 435

Proudly owned by Bright & Duggan Group, a subsidiary of Johns Lyng Group

11 May 2026

Units Plan No. 4787
Registered for GST

ABN 15 504 981 788

Tax Invoice

Elevated Legal
3,49 Mort Street
BRADDON ACT 2612

Ref

Re Lot 55 Units Plan No. 4787

Fee 342.00 Paid

Above Fee includes GST

Should you require an updated Certificate or information the cost is \$154.00

We have included the below payment method for settlement payments only. Do not use to pay the certificate fee.

BSB 067-970
StrataPay Ref 158326975

Biller Code 74625
StrataPay Ref 158326975

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

The Owners - Units Plan No. 4787

Unit No: 55 Lot No: 55

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: **35**

Total Building Entitlements: **10,000**

Managing Agent

Name and address of manager (if any) appointed under Section 50 is: **Bright & Duggan (ACT) Pty Ltd
PO Box 281
CROWS NEST NSW 1585**

Contact Phone Number: **02 6156 3305**

Corporation's records can be inspected at

Address: **Bright & Duggan (ACT) Pty Ltd
PO Box 281
CROWS NEST NSW 1585**

Contact Phone Number: **02 6156 3305**

Members of Corporation's executive committee

Office	Name	Address
--------	------	---------

Chairperson

Secretary

Treasurer

Committee

Donna May MacPherson	PO Box 1069 WODEN ACT 2606
Donald Craig Mclean	264/15 Irving Street PHILLIP ACT 2606
Carol Mary Van Gelder	78/15 Irving Street PHILLIP ACT 2606
Julianne Mary O'Brien	52/15 Irving Street PHILLIP ACT 2606
Kevin F O'Brien	259/15 Irving Street PHILLIP ACT 2606
John Risk	64/15 Irving Street PHILLIP ACT 2602

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 4787 - Unit 55

Funds Details

Contributions payable to Administration Fund:

Total amount last determined with respect of the unit **\$4,738.48**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/12/25 to 28/02/26	1,184.62	18/12/25	22/12/25	0.00	18/12/25
01/03/26 to 31/05/26	1,184.62	01/03/26	13/04/26	0.00	01/03/26
01/06/26 to 31/08/26	1,184.62	01/06/26		0.00	01/06/26
01/09/26 to 30/11/26	1,184.62	01/09/26		0.00	01/09/26

Amount (if any) outstanding (credit shown with -) **\$1,184.62**

Paid to **31/05/26**

Special contributions payable to Administration Fund:

Purpose	Amount	Due Date	Date Paid	Discount	If Paid By

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

Contributions payable to Sinking Fund:

Total amount last determined with respect of the unit **\$1,390.52**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/12/25 to 28/02/26	347.63	18/12/25	22/12/25	0.00	18/12/25
01/03/26 to 31/05/26	347.63	01/03/26	13/04/26	0.00	01/03/26
01/06/26 to 31/08/26	347.63	01/06/26		0.00	01/06/26
01/09/26 to 30/11/26	347.63	01/09/26		0.00	01/09/26

Amount (if any) outstanding (credit shown with -) **\$347.63**

Paid to **31/05/26**

Special contributions payable to Sinking Fund:

Purpose	Amount	Due Date	Date Paid	Discount	If Paid By

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

Other Levies

Purpose	Period	Amount	Due Date	Date Paid	Discount	If Paid By

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

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 4787 - Unit 55

Other amounts owing

Rate of interest payable	10.00	per cent		Interest Owing	\$1.68
Purpose		Fund	Amount	Due Date	Amount Due

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

Total amount due and payable as at the date of this Certificate (credit shown with -): **\$1.68**

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	HU0000020810	190,690,000.00	05/10/26	15/10/25	88,868.30
<i>PUBLIC LIABILITY</i> CHU Underwriting Agencies	HU0000020810	30,000,000.00	05/10/26	15/10/25	Included
<i>COMMON AREA CONTENTS</i> CHU Underwriting Agencies	HU0000020810	1,906,900.00	05/10/26	15/10/25	Included
<i>LOSS OF RENT</i> CHU Underwriting Agencies	HU0000020810	28,603,500.00	05/10/26	15/10/25	Included
<i>FIDELITY GUARANTEE</i> CHU Underwriting Agencies	HU0000020810	250,000.00	05/10/26	15/10/25	Included
<i>VOLUNTARY WORKERS</i> CHU Underwriting Agencies	HU0000020810	300,000/3,000	05/10/26	15/10/25	Included
<i>OFFICE BEARERS</i> CHU Underwriting Agencies	HU0000020810	5,000,000.00	05/10/26	15/10/25	Included
<i>MACHINERY BREAKDOWN</i> VERO INSURANCE	MEB108289225	167,450,000.00	05/10/26	15/10/25	Included
<i>CATASTROPHE</i> CHU Underwriting Agencies	HU0000020810	28,603,500.00	05/10/26	15/10/25	Included
<i>EXT COVER - RENT/TM</i> CHU Underwriting Agencies	HU0000020810	4,290,525.00	05/10/26	15/10/25	Included
<i>ESC IN COST OF TEMP</i> CHU Underwriting Agencies	HU0000020810	1,430,175.00	05/10/26	15/10/25	Included
<i>STORAGE/EVACUATION</i> CHU Underwriting Agencies	HU0000020810	1,430,175.00	05/10/26	15/10/25	included
<i>GOVERNMENT AUDIT COS</i> CHU Underwriting Agencies	HU0000020810	25,000.00	05/10/26	15/10/25	Included
<i>WH&S APPEAL EXPENSES</i> CHU Underwriting Agencies	HU0000020810	100,000.00	05/10/26	15/10/25	Included
<i>LEGAL EXPENSES</i> CHU Underwriting Agencies	HU0000020810	50,000.00	05/10/26	15/10/25	Included
<i>LOT OWNERS IMPROVEME</i> CHU Underwriting Agencies	HU0000020810	250,000.00	05/10/26	15/10/25	Included
<i>FLOOD</i> CHU Underwriting Agencies	HU0000020810	Insured	05/10/26	15/10/25	Included

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 4787 - Unit 55

Fund Balances

Balances as at: 11 May 2026

Administrative Fund	399,033.86
Sinking Fund	1,080,566.50

Developer Control Period

Developer Control Period Expiry Date: 01 January 2021

Borrowed Money

Whether the corporation has borrowed money and the details of those borrowings:

N/A

Sustainability Infrastructure

Whether the corporation has installed sustainability infrastructure and who owns it:

None

Crown Lease Extension Application

Whether the corporation has applied to the Planning and Land Authority for an extension of the crown lease:

N/A

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 4787 - Unit 55

Ongoing Development Approval

Whether the units plan is subject to ongoing Development Approval conditions:

Every units plan will be impacted by a development approval at its inception and on an ongoing basis. Conditions of any development approval must be taken into account when unit owners or the owners corporation seek to make changes to units or the units plan.

Any proposed works on a unit or the common property may require owners corporation and/or approval from the planning and land authority (ACT Government). We recommend you contact Access Canberra to request a copy/copies of relevant development approvals. An e-mail may be sent to acepdcustomerservices@act.gov.au to make this request.

It is beyond the capacity of the owners corporation/strata manager for the purposes of this certificate to provide all development approvals that may impact the units plan.

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

Hot Water & Electricity

(ii) The name of the embedded network provider

Origin





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	HU0000020810
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	05/10/2025 to 05/10/2026 at 4:00pm
The Insured	THE OWNERS - UNITS PLAN NO.4787
Situation	15 IRVING STREET PHILLIP ACT 2606

Sections

Section 1 – Insured Property

Building: \$190,690,000
Common Area Contents: \$1,906,900
Loss of Rent & Temporary Accommodation (total payable): \$28,603,500
Lot Owners' Fixtures and Improvements (per lot): \$250,000

Optional Extensions:

Catastrophe Insurance Sum Insured: \$28,603,500
Extended Cover - Loss of Rent & Temporary Accommodation: \$4,290,525
Escalation in Cost of Temporary Accommodation: \$1,430,175
Cost of Removal, Storage and Evacuation: \$1,430,175
Machinery Breakdown: Not Selected
Lot Owners' Contents inclusion (per lot): Not Selected

Section 2 – Liability to Others

Sum Insured: \$30,000,000

Section 3 – Voluntary Workers

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

Section 4 – Fidelity Guarantee

Sum Insured: \$250,000

Section 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Section 6 – Government Audit Costs and Legal Expenses

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



Flood Cover is included.

Date Printed

18/09/2025

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.

3.2. Owners Net Assets: \$ 1,558,681.04

- Assets = \$1,624,307.26
- Liabilities = \$65,626.22

3.3. Administrative Funds:

- Cash Account = \$63,217.86
- Total Investment Accounts = \$436,977.55 (see **Addendum 2**)

3.4. Sinking Funds:

- Cash Account = \$109,776.57
- Total Investment Accounts = \$989,569.52 (see **Addendum 2**)

3.5. Budget Position: The Treasurer has provided updates on the current budget position for the first six months (to end March 2026) of the financial year. Further details are provided in **Addendum 3**.

3.5.1. Administrative Fund: Overall, there is a pro-rate underspend of \$87,413 to date, although six items are showing an overspend.

- BuildingLink subscription.
- Insurance claims (see item 5.1).
- Lift repair and maintenance.
- Garage entry door repairs.
- Pool and spa consumables.
- Garbage chute maintenance (new contract).

3.5.2. Ivy Improvement Fund: Expenditure for the first six months totalled \$7,958 ex GST, with \$16,162.62 ex GST remaining in the fund.

3.5.3. Community Room Upgrade: Expenditure so far this financial year totals \$9,113 ex GST (to end March). The remaining Budget allocation is \$10,487.

3.6. Meeting with Bright & Duggan regarding Accounting/Financial Management Concerns.

The Treasurer reported that the Committee's executive members met with Angela Fleming, Bright & Duggan's "Head of Customer", on 17 April 2026 to raise our ongoing concerns with their Accounts Team and Finance Department:

- Term deposit instructions were not followed, interest was not credited as directed, and the Sinking Fund cash balance was not invested as directed, resulting in \$651 in lost interest.
- Investment confirmations continue to be withheld.
- Expenditure under cost code 16801 cannot be reconciled due to missing descriptions.
- The accrual process used by B&D does not distinguish between paid and pending invoices, creating confusion between actual expenditure and amounts still awaiting payment.
- Mismanagement of the utility accounts including a \$23,000 ActewAGL account overpayment and underpayment of the Origin account which is now in arrears.
- The Accounts Team is consistently slow to respond to requests for clarification.

The Treasurer noted these concerns were supported by our Strata Manager and that Angela had agreed to respond to our concerns within five working days (the record of meeting is at **Addendum 4**).

Recent Investment Activity

The following investment activity has been undertaken since the Committee last met on 17 March.

3.7. Administrative Fund Accounts.

- **TD01 Admin (Acc: 208413526):**

This Macquarie Bank TD01 term deposit matured on **22 April 2026**. Upon maturity, Bright & Duggan is instructed to:

- Reinvest the principal (\$170,000) for a three-month term with Macquarie Bank at 4.5%
- Transfer the interest earned into the Sinking Fund cash account.
- Provide investment confirmation to the Committee upon completion.

- **TD03 Admin (Acc: 23606279):**

This Bank of Queensland TD03 term deposit matured on **20 April 2026**. Upon maturity, Bright & Duggan is instructed to:

- Close the Bank of Queensland TD03 investment account and deposit the principal (\$100,000) into the UP4787 Administrative Fund cash account
- Transfer the interest earned into the Sinking Fund cash account.
- Provide details of both transactions to the Committee.

Treasurer's Note:

Both these instructions were approved by the Committee and emailed in advance to Bright & Duggan on 15 April 2026.

3.8. Sinking Fund Accounts.

- **TD06 Sinking (Acc: 23606278):**

This Bank of Queensland TD06 term deposit matured on **20 April 2026**. Upon maturity, Bright & Duggan is instructed to:

- Close this Bank of Queensland TD06 account.
- Open a Macquarie Bank TD06 investment account for a three-month term at 4.5%, and invest:
 - The principal (\$306,299.22),
 - Interest earned, and
 - The current Sinking Fund cash account balance (\$102,226.46 as at 15/04).
- Provide investment confirmation to the Committee upon completion.

Treasurer's Note:

The details of this re-investment were approved at the 17 March EC meeting. This updated instruction changes the account from the Bank of Queensland to Macquarie Bank at a higher interest rate and was emailed to Bright & Duggan on 15 April 2026.

New Investment Activity

3.9. Sinking Fund Accounts.

- **TD04 Sinking (Acc: 23598542):**

This Bank of Queensland TD04 term deposit matures on **30 April 2026**. Upon maturity, Bright & Duggan is instructed to:

- Close Bank of Queensland TD04 (Acc: 23598542).
- Open a Macquarie Bank TD04 investment account for a twelve-month term at 5.25%, and invest:

- The principal (\$512,851.63),
- Interest earned, and
- The current Sinking Fund cash account balance as at 30/04.
- Provide investment confirmation to the Committee upon completion.

LEVY SITUATION

3.10. Levy Arrears: \$21,689.09.

- 39 units are currently in arrears:
 - 14 units have outstanding amounts of less than \$100.
 - 5 units have made a partial payment towards the 1 March levy.
 - 18 units have not made any payment towards their 1 March levy.
 - 2 units are subject to legal action, with arrears exceeding 90 days. Details are provided below.
- Owners are reminded that the second quarter levy was due on 1 March 2026.
 - 10% per annum interest is applied to accounts that are overdue more than 28 days.
 - Bright & Duggan charges a \$55 administration fee to issue an arrears notice.

3.11. Legal Situation.

- **Unit 205. INSTRUCTIONS FOR SOC [GL 250316]: The Owners - Units Plan No 4787 v PAPASTAMOS, Maria (Lot 205).**
 On 19 January 2026, the Committee accepted Grace Lawyers recommendation and commenced legal action against unit 205 seeking payment of the \$6,319.68 arrears.
- **Unit 157. INSTRUCTIONS FOR SOC [GL 250316]: The Owners – Units Plan No 4787 v ZAHABI, Najee (Lot 157).**
 On 19 January 2026, the Committee accepted Grace Lawyers recommendation and commenced legal action against unit 157 seeking payment of the \$5,915.88 arrears.

4. MATTERS FOR DECISION

4.1. Out-of-Session Decisions. The following decisions have been taken out-of-session since the last Committee meeting on 17 March 2026. Each decision is now confirmed.

4.1.1. Pest Spray and External Glass Clean. As work was due to commence in early April, the Committee accepted the ABS Façades quote on 30 March (option 1 of 20 March for \$19,160 ex GST). This provided for a complimentary pest spray just of the inaccessible windows and ground floor common areas and the annual clean of all external balustrades and inaccessible windows (see item 6.8). The Committee noted this provided a saving of \$5,840 ex GST compared with 2025.

4.1.2. Unit 83 - Flooring Alteration Application. The owners submitted all relevant flooring documentation on 9 April and the Facilities Manager advised their proposed Clever Choice 7.5mm hybrid flooring satisfied the minimum 5-star acoustic standard. The Committee agreed out-of-session on 10 April to enable installation to occur the following week.

4.2. Garden Maintenance. Luxe Horticulture has provided a quote for 14 sqm of tan bark to refresh the north rear garden bed and townhouse nature strip (QU1093 of 24 March for \$1,920 ex GST). The Committee approved the Luxe quote and authorised Bright & Duggan to issue the work order.

4.3. Annual Diesel Pump Service. CEFA has quoted for the annual diesel pump service, unchanged from last year (\$1,575.00 plus GST of 30 March). The Committee approved the CEFA quote and authorised Bright & Duggan to issue the work order.

4.4. Outdoor Pool Decking Boards. Point FS has provided a quote of \$1,200 for the purchase and delivery of 10 decking boards for repairs around the outdoor pool area. The Committee approved this quote and authorised Bright and Duggan to issue the work order for Point FS to install on a “do and charge” basis. The Committee subsequently confirmed they approved the purchase of solid decking boards based on Point FS advice that these which were more appropriate in a commercial setting.

4.5. Garage Entry Door Repairs. The CHU Loss Assessor advised on 17 April 2026 that he had approved these flood related repairs. The Committee approved the ACT Doorland quote (HZ180157 of 19 Feb for \$2,980 including GST) and authorised Bright and Duggan to issue the work order.

4.6. Unit 181 Alteration Request. The Committee received a detailed alteration request from the new owner on 20 April seeking approval to install new timber floorboards in the living areas and ceiling fans in the bedroom and living areas. The Building Manager has confirmed the new 14mm flooring with ComfortPro 2mm underlay will achieve the minimum 5-star acoustic rating. He has advised the owner that all ceiling fans must have a minimum 300mm horizontal clearance from any sprinkler head.

The Committee approved this alteration request for unit 181 and asked the Building Manager to check and confirm the ceiling fans have been installed correctly.

5. MATTERS FOR DISCUSSION

5.1. Basement Flood - 7 February 2026.

Building Insurance Claim

As noted at the last meeting, CHU confirmed on 4 March they have accepted that our building damage claim can proceed and requested the Committee continue to provide all relevant documentation (Reference No DEA_0070413 for event CL02135124).

The Committee accepted the BPS Strata quote for the townhouse stairwell repairs on 19 March and has approved payment of the CHU excess of \$5,000. The Strata Manager signed the BPS Strata repair contract the following day. Their carpenter is scheduled to commence on 21 April and the plasterer on 30 April. The fire door repairs are currently with the manufacturer.

Government Representations

The Executive Committee wrote to the Chief Minister, the Hon Andrew Barr, MLA, on 19 March 2026 requesting that the Government:

- Install suitable flood mitigation measures as a priority along the stormwater drain side of Irving Street to prevent a similar event happening again, and
- Favourably consider a possible insurance subrogation application from our insurer, CHU, to the ACT Insurance Authority (ACTIA) so The Ivy can avoid a significant increase in building insurance premiums and/or a higher excess payment as a result of this recent flood.

The Office of the Chief Minister acknowledged receipt of our letter on 30 March 2026 and advised they have asked the responsible Minister, Ms Rachel Stephen-Smith, to look into the ACTIA matter. However, there was no reference to our flood mitigation concerns.

Consequently, the Executive Committee wrote again to the Chief Minister on 31 March 2026 asking him to nominate a lead Minister who would have oversight responsibility for suitable flood mitigation measures, who would ensure this work receives priority and who would keep us informed of progress (see **Addendum 5**). We have not received a reply as yet.

The Committee also forwarded a copy of these government representations to the CHU Loss Assessor for our claim. The Loss Assessor has confirmed that he forwarded our ACTIA request to CHU's Recoveries Department with his full support.

The Committee noted it will continue to push for both matters to be addressed expeditiously.

Expected Cost of the Flood

The Owners Corporation is required to pay for all flood invoices up front as we initiated this work and our trades are not CHU approved suppliers (total \$78,395.73 to date). We can then claim this back from CHU when all payments have been made. CHU itself is meeting repair costs of at least \$18,052.48 and the OC will incur direct costs of at least \$15,345.35 (claims denied and the \$5,000 excess). Potentially, there are other significant repairs (\$85,271.98) where information is being sought before we can get approval. These costs underline the importance of pursuing our government representations above.

The Committee has been actively involved in managing this claim. A summary of the current costs of the flood event is at **Addendum 6**.

5.2. Basement Cleanup. At the Committee's request, the Strata Manager wrote to four owners on 24 March 2026 requesting that they check and clean out their garages within the next ten days, given health and safety concerns. Owners have a legal responsibility to maintain their garages in a good state of repair.

The Committee noted three owners responded positively to this request.

5.3. Remote Control and NPR Audit. The audit of remote controls and the Number Plate Recognition (NPR) system closed on 31 March 2026. The Committee expressed its appreciation to all Ivy owners' for their cooperation, as only 5 owners have failed to update their records. Notices were placed in each of their mailboxes setting out the process they now need to follow (otherwise their accounts will be disconnected).

Remote codes or numberplates not recorded in the audit will be permanently deleted from the Access Control System.

The Committee noted it will advise owners and residents when the audit update is complete so that they can check their remote(s) and number plate(s) are working as expected.

- If you have issues with access after the update, owners and residents should lodge a Fob and Garage Remote Order request (noting that it is to have an existing remote recoded) or Number Plate Registration request via BuildingLink or email Matt at ivyfm@pointfs.com.au for assistance.

As there are more than 1500 records to review, the Committee agreed to engage a dedicated resource in Point FS to undertake the task, capped at 20 hours (\$3,000 ex GST). The access system needs to be updated promptly to maintain security and manage resident expectations around NPR activation. Engaging Point FS for up to 20 hours would ensure that access entries are prioritised and completed efficiently, with any remaining work handled under their standard contract hours.

The Chair noted that he has already discussed the audit implementation process with the Building Manager and intends assisting him with the process, so the additional contracted hours from Point FS may not be necessary.

5.4. Security and Safety Incidents. There have been a series of security and safety incidents in the past month:

- **11-12 April.** Three exit doors were tampered with on the weekend of 11-12 April and an expensive motorbike stolen from Basement 2. This appears to have been facilitated by an Ivy resident. The theft was referred to the ACT Police and the security incident register has been updated. The owner of the motorbike has since advised the Building Manager that it has been recovered.

Committee members were concerned that the tenant has acted inappropriately in facilitating this theft. The Strata Manager advised he has been in contact with the property manager who has agreed to issue a formal Notice to Remedy to the tenant under the Residential Tenancies Act.

Following discussion, the Committee agreed by ordinary resolution to issue a Rule Infringement Notice (RIN) to the lot owner as the tenant has contravened Rule #6 – Use of Common Property, given the tenant has unreasonably interfered with common property by breaching building security. The RIN will provide guidance to the lot owner, suggesting they could pursue immediate termination of the lease via the ACT Civil & Administrative Tribunal (ACAT) for illegal behaviour.

- **11 April.** A unit owner reported that an unauthorised person gained access to their North Tower unit on the morning of 11 April. They requested assistance determining if there were fobs associated with their unit that hadn't been handed over as part of settlement and getting the lock changed for their front door. The Building Manager was able to determine that one fob hadn't been handed over to them, and this fob has now been disabled. The owner was advised to contact Class Locksmiths and the Strata Manager to arrange for their lock to be changed.
- **19 April.** The Strata Manager advised he received a report from a resident that they had a concern for their personal safety due to the actions of other residents. He advised that issues of this nature are civil or criminal issues between residents that are typically not an Owners Corporation matter. The appropriate course of action is for concerned residents to contact police and/or to lodge a civil dispute for nuisance with the ACT Civil and Administrative Tribunal (ACAT). The Strata Manager agreed to respond to the concerns raised.

As our OC Rules do not specifically cover security breaches, the Strata Manager was asked to provide examples of similar provisions in other complexes so that the Committee can consider whether further refinements should be made.

5.5. Advice to New Owners. Noting the incidents referred to above, as a security and safety precaution, the Committee advises all new owners to contact:

- Our Strata Manager at Bright & Duggan, tristan.veurink@bright-duggan.com.au, to ensure their contact details are updated in the strata system;
- Our Building Manager at Point Facilities Solutions, ivyfm@pointfs.com.au, to ensure any fobs not in their possession are cancelled and any vehicles previously registered to their unit in the Number Plate Registration system are removed; and
- Class Locksmiths (6280 6611) to change their front door lock. Our Strata Manager, Tristan Veurink, 02 6156 3305, can assist with the key cutting authorisation process.

The Committee also agreed to review and update the Welcome Pack for new owners and residents. The Strata Manager agreed to review their current welcome pack template and update it with the advice to new owners above. Bright & Duggan was also asked to ensure that all property managers and/or landlords provide Bright & Duggan with contact details for their tenants and that they agree to include the Welcome Pack and a copy of The Ivy's OC Rules in this package.

5.6. Delivery and other Thefts. Several minor thefts have been reported:

- **11 April.** Food deliveries to the Ivy front door at approx. 5:00am were stolen shortly after by two people observed on CCTV to be potentially following the food delivery van.
- **16 April.** A motorcycle cover was also stolen by an individual who tailgated a vehicle into the basement carpark on a scooter.

The Committee noted that CCTV monitoring is a deterrent to parcel theft and helps the police investigating reported thefts, but parcel deliveries to the Ivy have an ongoing risk of opportunistic theft. Fresh food deliveries are a unique issue, but residents should consider other options for their valuable