Docusign Envelope ID: AB98C8E9-EA95-83B7-80B9-964C1333EA44

Approved form AF2002-20

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

Community Title Act 2001, s 97 (Approved Forms)

Community Title Act 2001 – Form 5

(see s 67)

Australian Capital Territory

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

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

Docusign Envelope ID: AB98C8E9-EA95-83B7-80B9-964C1333EA44

Community Title Act 2001 - Form 5

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

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

Part 1: Lot Details

Block(s) 52

Section(s) 60

Suburb(s) Kingston

Street address 114/71 The Causeway, Kingston ACT 2603

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

Community Title Scheme No. 32

Part 2: Body Corporate/Manager details

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

Surname or Company name Bright & Duggan

Title / First Name / Initials or Australian Company Number (ACN)

Postal address 27 Torrens Street, Braddon ACT 2612

Telephone number 02 6152 3305

Fax number

Email customercare@bright-duggan.com.au

Part 3: Owner/Buyer's obligations

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

$ $2,583.92/a 1/5/2026-30/4/2027 Signature Strata Admin Levy

CT Payment based on UE and incorporated in annual Admin Fund levy by Body Corporate.

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

Authorised by the ACT Parliamentary Counsel—also accessible at www.legislation.act.gov.au

Docusign Envelope ID: AB98C8E9-EA95-83B7-80B9-964C1333EA44

Part 4: Seller's declaration

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

Signature(s) Signed by: Benjamin Ryan Smith C9657965248A439...

If a company, capacity/authority

Date 1/7/2026

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

Note: The buyer may cancel the contract if:

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

actlawsociety

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

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		30	4802	52	60	Kingston
		and known as 114/17 The Causeway, Kingston				
Seller	Full name	Benjamin Ryan Smith				
	ACN/ABN					
	Address	42/96 Beerburrum Street, Battery Hill, QLD 4551				
Seller Solicitor	Firm	Legitimate Solutions Pty Ltd - Legitimate Solutions Legal				
	Email	mail@legitimatesolutions.com.au				
	Phone	(02) 6162 3003	Ref JSK:JM:12987			
	DX/Address	GPO Box 1232, Canberra ACT 2601				
Stakeholder	Name	Hive Property (ACT) Pty Ltd Trust Account				
Seller Agent	Firm	Hive Property (ACT) Pty Ltd				
	Email	bree@hivecbr.com.au				
	Phone	02 6182 1802	Ref Bree Prince			
	DX/Address	Level 1/4 Campion, Deakin, ACT 2600				
Restriction on Transfer	*Mark as applicable*	☒ Nil	☐ section 370	☐ section 280	☐ section 306	☐ section 351
Land Rent	*Mark one*	☒Non-Land Rent Lease	☐Land Rent Lease			
Occupancy	*Mark one*	☒Vacant possession	☐Subject to tenancy			
Breach of covenant or unit articles	Description *(Insert other breaches)*	As disclosed in the Required Documents and				
Goods	Description	Fixed floor coverings, light fittings, window treatments, as inspected.				
Date for Registration of Units Plan						
Date for Completion		On or before 30 days from the date of this Contract.				
Electronic Transaction?		☐ No	☒ Yes, using Nominated ELN:	Pexa		
Land Tax to be adjusted?		☐ No	☒ Yes			
Residential Withholding Tax		New residential premises?	☒ No	☐ Yes		
		Potential residential land?	☒ No	☐ Yes		
		Buyer required to make a withholding payment?	☒ No	☐ Yes (insert details on p.3)		
Foreign Resident Withholding Tax		~~Relevant Price more than $750,000.00?~~	~~☐ No~~	~~☐ Yes~~		
		Clearance Certificates attached for all the Sellers?	☒ No	☐ 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)	☐Deposit by Instalments (clause 52 applies)
	Balance			
Date of this Contract				

Co-Ownership	*Mark one (show shares)*	☐ Joint tenants	☐Tenants in common in the following shares:

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	nil% 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	$ (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	Signature Strata	Phone	(02) 6185 0347
Address	Unit 17/11 National Circuit, Barton, ACT 2600 Australia		

Certificate under section 17 of the Civil Law (Sale of Residential Property) Act 2003

I,
of
certify as follows:

1. I am a lawyer as defined in the Legislation Act 2001.

2. I am giving this certificate in accordance with section 17 of the Civil Law (Sale of Residential Property) Act 2003 in respect of a contract for the sale of residential property known as 114/17 The Causeway, Kingston from Benjamin Ryan Smith to so that there is no cooling off period in respect of the contract.

3. I do not act for the seller nor am I a member or employee of a firm of which the lawyer acting for the seller is a member or employee.

4. This certificate is given under Section 13 Civil Law (Sale of Residential Property) Act 2003.

5. I have explained to the buyer:

   (a) the nature of this certificate;

   (b) the effect of giving this certificate to the seller is that there is no cooling off period in respect of the contract .

Dated: .....

Signature

Director's Guarantee

I/we, (name of Director/s) ……
of (address) ……...
…….... agree as follows:

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

Dated this day of

Signed by

in the presence of:

_____ _____
Signature of witness Signature

_____ _____
Full name of witness Capacity

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

1 SHUTDOWN PERIOD – ACT

1.1 Definitions

Unless the context indicates otherwise, each word or phrase defined in this clause 1 has the meaning given to it in this clause 1.1.

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

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

WHO means the World Health Organisation.

1.2 Shutdown period

In this clause 1 **Shutdown Period** means any day:

(a) when any of the following is closed:

(i) the ACT Law Society settlements room;

(ii) the bank or financial institution of the Seller from whom the Seller must obtain a discharge of mortgage in order to complete this Contract;

(iii) the bank or financial institution of the Buyer from whom the Buyer is obtaining funding in order to complete this Contract;

(iv) the place of business of the Seller's solicitor;

(v) the place of business of the Buyer's solicitor;

(vi) the ACT Land Titles Office; or

(vii) the ACT Revenue Office,

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

(b) when the Buyer or the Seller is not able to attend any of the places of business listed in clause 1.2(a) due to being Isolated,

in response to a Pandemic or other national health emergency, and where that closure or Isolation event would reasonably cause either party to be unable to complete this Contract during the period of the closure or Isolation.

1.3 Notice of closure

(a) Either party to this Contract may invoke this clause 1 by notice to the other party that gives sufficient details of the event (including supporting information of any closure or Isolation) giving rise to the Shutdown Period.

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

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

1.4 Completion extended

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

1.5 Extension of Notice to Complete

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

1.6 Extension of other notice

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

1.7 Payment of damages

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

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?			☐ No ☐ 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.

Unit 30 UP No. 4802
Block 66 Section 69 Kingston
14/17 The Causeway, Kingston ACT
2604

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;

Unit 30 Unit No 30 Block 35 Section 69 Kingston ACT 2604 The Causeway

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

Unit 20 UP No. 6902
Block 52 Section 69 Throsby ACT
14-17 The Causeway Kingston ACT
2604

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.

Unit 30 UP No. 420 Block 6 Section 66 Kingston 2604 Causeway 17

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

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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;

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(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;

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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

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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

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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

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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

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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:

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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

Block 30 UP No 48 Kingston
Section 60 Kingston ACT
4/4/24 The Causeway 2604

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.

Block 10 Section 60 Kingston ACT 2604 Unit 7 10 Causeway BUP No 6

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

Unit 39 UP No 4802 Section 60 Kingston 147 Giles St The Causeway 2604 Kingston ACT

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

Unit 0 DP No 4002
Block 52 Section 65 Division
14/17 The Causeway Kingston
2604 ACT

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.

Block 50 UP No. 4802 Section 60 Causeway Kingston ACT 2604

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:

Pilot Bank UP No. 4 Pty Ltd
Unit 1 Section 60 Causeway Kingston ACT 2604

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

Property Council of Australia ACT Division 2024 Model Contract for Sale of Residential Property Version 1.0 Released 1 July 2024

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.

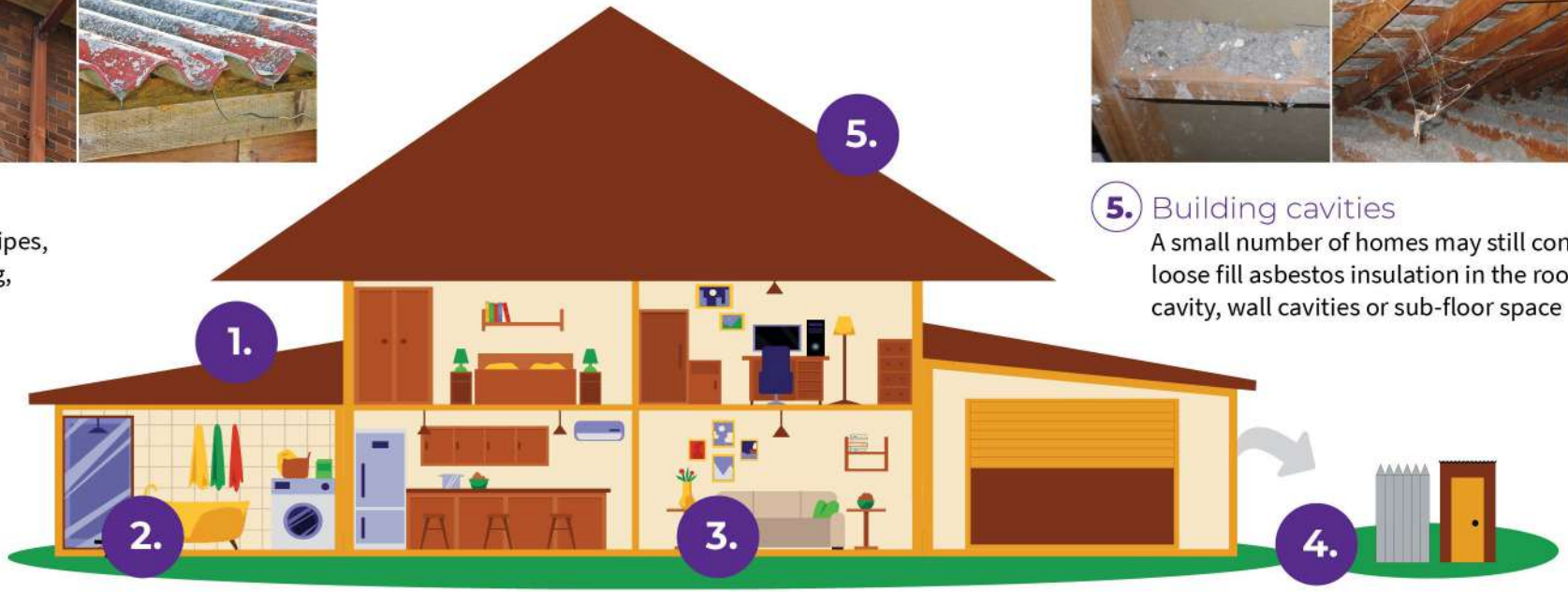
Unit 30 UP No. 4802
Block 52 Section 60 Kingston
114/17 The Causeway, Kingston ACT
2604

If a home was built before 1990
it may contain dangerous asbestos material

ACT Government

Identify where asbestos materials might be. Five common places are:

1. Exterior
roof sheeting, gutters, downpipes, ridge capping, eaves, cladding, electrical switchboards



5. Building cavities
A small number of homes may still contain loose fill asbestos insulation in the roof cavity, wall cavities or sub-floor space

2. Wet areas - bathroom, laundry and kitchen
wall and ceiling panels, vinyl floor tiles, backing for wall tiles and splashbacks, hot water pipe insulation

3. Internal areas
wall and ceiling panels, carpet underlay, textured paints, insulation in domestic heaters

4. Backyard
fences, sheds, garages, carports, dog kennels, buried or dumped waste, letterboxes, swimming pools

If a home was built before 1990
it may contain dangerous asbestos material

ACT Government

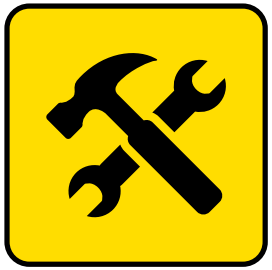
Assess the risk

A licensed asbestos assessor can help identify asbestos in your home and its condition.

Asbestos materials become dangerous when:

Broken or in poor condition

Damaged accidentally



Disturbed during renovation or repairs

Loose fill asbestos insulation

Manage asbestos safely

- Monitor the condition of asbestos in your home
- Inform tradespeople of locations of asbestos in your home
- Avoid disturbing or damaging asbestos if working on your home
- Engage a licensed asbestos removalist to remove asbestos

If you suspect your home contains loose fill asbestos insulation, contact Access Canberra.

For more information, visit www.worksafe.act.gov.au or call Access Canberra contact centre – 13 22 81
If you need interpreting help, telephone the Translating and Interpreting Service on 131 450

*Advice based on the Asbestos Safety and Eradication Agency's residential asbestos disclosure research.

Product	Title Details
Date/Time	24/06/2026 10:27AM
Customer Reference	12987
Order ID	20260624000318
Cost	$35.00

Volume 2445 **Folio** 10 **Edition** 7

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Kingston Section 60 Block 52 on Deposited Plan 11698 with 82 units on Unit Plan 4802

Unit 30 (Class A) entitlement 87 of 10000, 2 subsidiaries

Part of Community Title Scheme 32

Lease commenced on 09/01/2020, terminating on 29/10/2118

Proprietor

BENJAMIN RYAN SMITH

14 BOOLEE STREET, REID ACT 2612

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
19/03/2021	3066757	Application to Amend Community Title Scheme - Progressive Development Stage 4
25/06/2025	3389307	Mortgage to DEFENCE BANK LIMITED (ACN: 087 651 385)

End of interests

This data (excluding administrative interests) is certified correct by the Registrar-General at 10:27:51 on 24/06/2026

Unregistered dealings have not been formally recorded in the register.

Product	Title Details
Date/Time	26/06/2026 09:55AM
Customer Reference	12987
Order ID	20260626000293
Cost	$35.00

Volume 2444 **Folio** 80 **Edition** 4

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Kingston Section 60 Block 52 on Deposited Plan 11698 with 82 units on Unit Plan 4802

Part of Community Title Scheme 32

Lease commenced on 09/01/2020, terminating on 29/10/2118

COMMON PROPERTY

Proprietor

The Owners-Units Plan No 4802

Signature Strata, 17/11 National Circuit, Barton ACT 2600

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
09/01/2020	2256580	Application to Amend Community Title Scheme
21/07/2020	3014050	Application to Note Special Resolution
19/03/2021	3066757	Application to Amend Community Title Scheme - Progressive Development Stage 4

End of interests

This data (excluding administrative interests) is certified correct by the Registrar-General at 09:55:45 on 26/06/2026

Unregistered dealings have not been formally recorded in the register.

(DP 10950)
11930 FD
A

BY ME DP 11629 & DP 11627
NOT TO SCALE
108°03' 20"
103.965
104°32' 54.845

NOT TO SCALE
168°31' 40"
21.635

NOT TO SCALE
86°12' 50"
41.545

178°26' 12.215

(DP 10368)
FD 11985

158°11' 4.42

PEG FD

11951 FD
(DP 11627)
B

240°06' 8.945

PARBERY STREET

DAWES STREET 30.48 WIDE

0.02 METAL EDGE
0.02 METAL EDGE
0.15 BK WALL
0.11 CC
0.11 CC
0.11 CC
0.11 CC
0.11 CC
0.11 CC
0.12 CC
0.10 CC
0.11 CC
0.11 CC
0.11 CC
0.16 BK WALL

97°36' 40"
40.50
METAL EDGE
6.19
97°36' 40"
39.21
LOW BRICK WALLS

PGR
0.01 BK WALL
0.17 BK WALL
CONCRETE & METAL WALKWAY
3 STOREY CONCRETE & BRICK BUILDING
6 STOREY CONCRETE & BRICK BUILDING UNDER CONSTRUCTION
0.25 BK WALL
DH&W IN CONC PATH GONE PEG PLACED
0.14 CC
0.13 CC
0.13 CC
METAL AWNING
1.24
0.05 CC
0.06 CC
46.55
188°41' 30"
CAUSEWAY

BK WALL 0.17
0.02 BK WALL
CONC WALL
BK WALL 0.03
60
45.88
7°36' 50"
METAL EDGE
7°36' 50"
45.885
FACE OF CONC WALL ON BDY
CONCRETE SLAB
45.90
187°37'
52
1799m²
6 STOREY CONCRETE & BRICK BUILDING UNDER CONSTRUCTION
2
60
DP 11629
3 STOREY CONCRETE & BRICK BUILDING
CONCRETE & METAL WALKWAY
53
283m²
71
50
DP 11627
BK WALL 0.03
6.19
GARDEN
CONCRETE SLAB
39.205
277°38' 20"
FD IN CONC (LG)
LOW CONC WALL
BDY IS EDGE OF CONC SLAB
(16.155)
HIGH CONC WALL
CONCRETE SLAB
316°12' 5.11
FD IN CONC (LG) (DP 11629)
7°36' 50" 0.04
0.04 (LG) CONC
0.05 CONC (LG)
(LG) 0.06
7°32'
7.565
0.01
FD IN CONC (LG)
CC 0.05
239°54' 7.865
FD (DP 11627)
SEE DIAGRAM
NOT TO SCALE
17°47' 10" 124.48
60.96 WIDE
31
NOT TO SCALE
43
60
DP 11629
6 STOREY CONCRETE BUILDING
32
60.62
187°37'
NOT TO SCALE
278°11' 6.235
NOT TO SCALE
300°29' 20" 26.32
FD CB 31
DH&W GONE
(DP 9743 & DP 10368)
154°28' 20" 53.98
NOT TO SCALE
52
60
CONCRETE SLAB
39.205
277°38' 20"
LOW CONC WALL
HIGH CONC WALL
CONCRETE SLAB
0.26
WALL ON BDY
(GL) 0.06
(GL) 0.05
0.04
0.01
32
60
DIAGRAM
NOT TO SCALE
45.90
187°37'
CAUSEWAY
74
50
DP 11627
45.88
7°37'
NOT TO SCALE
THE
NOT TO SCALE
286°43' 60.765
FD SR 679
(DP 5636 & DP 10368)
CUNNINGHAM STREET

CC DENOTES CONCRETE COLUMN
⊏ DENOTES CORNER NOT MARKED (CONSTRUCTION ACTIVITY)
PGR DENOTES PEG GONE REPLACED
(LG) DENOTES LOWER GROUND LEVEL
(GL) DENOTES GROUND LEVEL

REFERENCE MARKS

- Denotes CB in road
- 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 : 215079

I, WILLIAM ROBERT CAMPBELL
of VERIS AUSTRALIA Pty Limited CANBERRA
a surveyor registered under the Surveyors Act 2007 hereby certify that the survey represented on this plan is accurate and has been made in accordance with the Surveyors Practice Directions and was completed on 29 AUGUST 2019

(Signature) .....
Surveyor registered under the Surveyors Act 2007. 17 SEPTEMBER 2019

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

19 September 2019
Surveyor–General of the ACT

PLAN OF
BLOCKS 52 AND 53
SECTION 60
BEING A SUBDIVISION OF BLOCK 71 SECTION 50

DIVISION: KINGSTON
DISTRICT: CANBERRA CENTRAL
AUSTRALIAN CAPITAL TERRITORY

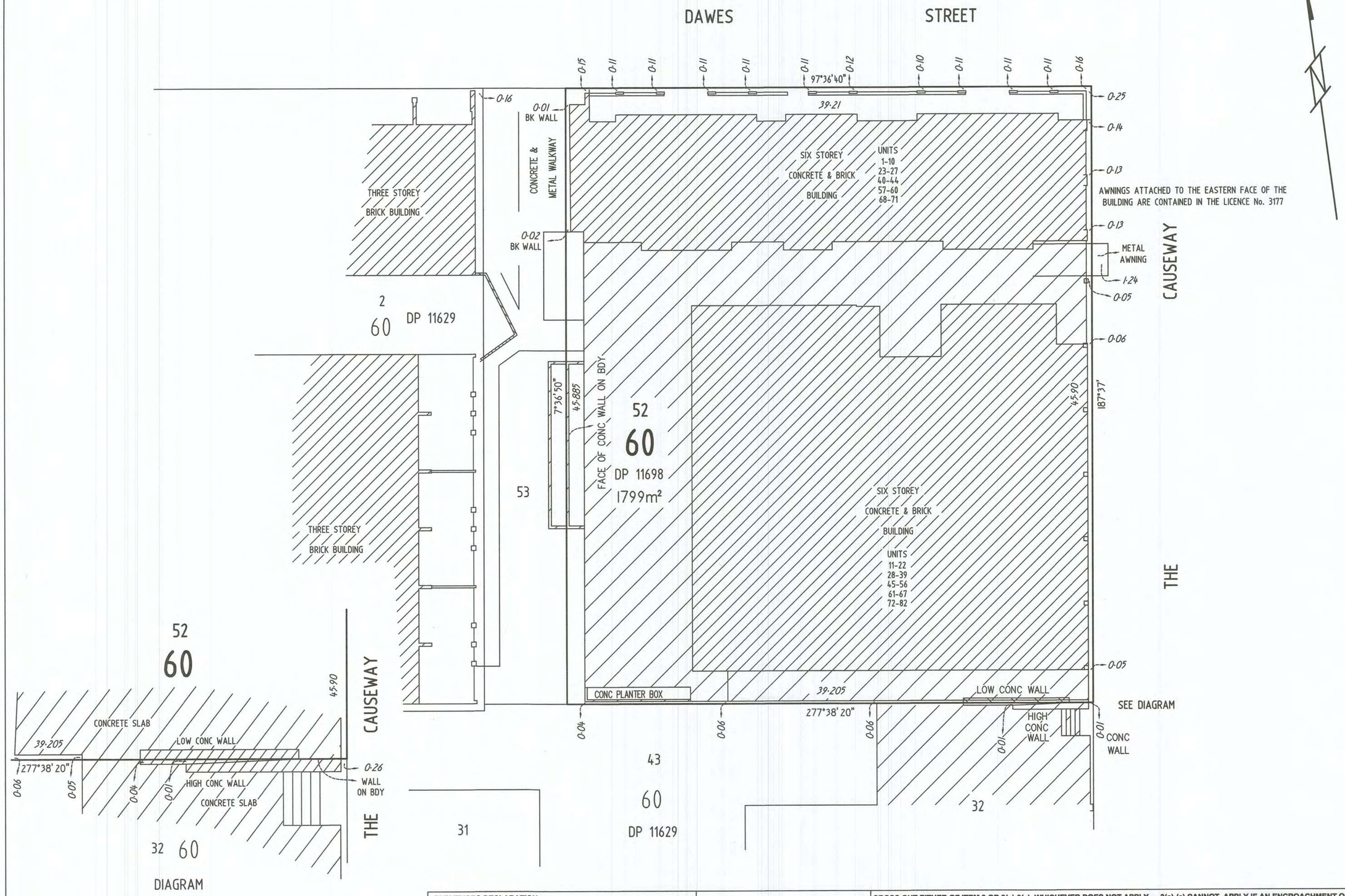
SCALE 1:200
0 5 10 15 METRES

Deposited in the office of the Registrar of Titles at Canberra
In the Australian Capital Territory at
2:54 pm, 19/11/2019
Approved
David Pryce
Registrar-General
Registrar of Titles

DEPOSITED PLAN
11698
AMENDS DP 11627

*JH

X21802



Form 1

Form 088 - SP

0 5 10 METRES

Graphic bar scale - SCALE 1: 200

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

SURVEYORS DECLARATION

I, WILLIAM ROBERT CAMPBELL 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) - 22 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 of Registered Surveyor

Dated 22 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 diagrams clearly indicate the existence, nature and extent of any easement granted and registered, or to be granted and registered upon registration of this proposed plan, pertaining to the parcel.~~

GPO BOX 1539 CANBERRA ACT 2601
Address for Service of Notice

INDEPENDENT STRATA MANAGEMENT
Name of Manager / Owners Corporation

REF: 215079.UPD

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

Sheet No. 1 of 29

SITE PLAN

LAND DETAILS

Block: 52

Section: 60

Division: KINGSTON

Deposited Plan Number: 11698

Volume/Folio: 2432:25

Class of Units (A or B): A

TNRC PTY LIMITED BY ITS ATTORNEY ALFONSO DEL RIO PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION No. 0144120
Signature of Lessee

Lyn Tarkey
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

David Pryce
Registrar-General
- 9 JAN 2020

UNITS PLAN No.
4802

XUP 2 1876

Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

Sheet No 2 of 29 Sheets

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

~~District~~/Division	Section	Block
KINGSTON	60	52

Unit Plan No
4802

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	118	3	2444	81
2	118	3	2444	82
3	118	3	2444	83
4	118	3	2444	84
5	118	3	2444	85
6	125	3	2444	86
7	125	3	2444	87
8	125	3	2444	88
9	125	3	2444	89
10	125	3	2444	90
11	87	2	2444	91
12	87	2	2444	92
13	87	2	2444	93
14	87	2	2444	94
15	87	2	2444	95
16	87	2	2444	96
17	87	3	2444	97
18	87	3	2444	98
19	87	3	2444	99
20	104	2	2444	100
21	87	3	2445	1
22	87	3	2445	2
23	143	2	2445	3
24	143	2	2445	4
25	143	2	2445	5
Aggregate				

TNRC PTY LIMITED BY ITS ATTORNEY
ALFONSO DEL RIO PURSUANT TO
POWER OF ATTORNEY ACT
REGISTRATION No. 0144120

.....
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
2444	80

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

Dated Sixteenth this day of December 2019

Lyn Tankey
.....
Delegate of the Authority/Executive

David Pryce
Registrar-General
.....
Deputy Registrar-General

Approved form AF 2006 – 231 approved by Danielle Krajina, Registrar-General on 25 July 2006 under s140 *Land Titles Act 1925* (approved forms) and revokes form AF 2004-116

Unauthorised version prepared by ACT Parliamentary Counsel's Office

Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

Sheet No 3 of 29 Sheets

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

~~District~~/Division	Section	Block
KINGSTON	60	52

Unit Plan No
4802

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	143	2	2445	6
27	143	2	2445	7
28	87	3	2445	8
29	96	2	2445	9
30	87	2	2445	10
31	96	2	2445	11
32	87	2	2445	12
33	96	2	2445	13
34	87	3	2445	14
35	104	2	2445	15
36	104	2	2445	16
37	87	3	2445	17
38	87	3	2445	18
39	87	3	2445	19
40	143	2	2445	20
41	143	2	2445	21
42	143	2	2445	22
43	143	2	2445	23
44	143	2	2445	24
45	96	1	2445	25
46	96	2	2445	26
47	96	1	2445	27
48	96	2	2445	28
49	96	2	2445	29
50	96	2	2445	30
Aggregate				

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

Volume	Folio
2444	80

TNRC PTY LIMITED BY ITS ATTORNEY ALFONSO DEL RIO PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION No. 0144120

.....
Signature of Lessee

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

Dated Sixteenth this day of December 2019

Lyn Tankey
.....
Delegate of the Authority/Executive

David Pryce
Registrar-General

.....
Deputy Registrar-General

Approved form AF 2006 – 231 approved by Daniele Krajina, Registrar-General on 25 July 2006 under s140 *Land Titles Act 1925* (approved forms) and revokes form AF 2004-116

Unauthorised version prepared by ACT Parliamentary Counsel's Office

Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

Sheet No 4 of 29 Sheets

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

~~District~~/Division	Section	Block
KINGSTON	60	52

Unit Plan No
4802

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
51	104	2	2445	31
52	87	3	2445	32
53	87	3	2445	33
54	87	3	2445	34
55	87	3	2445	35
56	104	2	2445	36
57	143	2	2445	37
58	143	3	2445	38
59	143	3	2445	39
60	143	2	2445	40
61	284	4	2445	41
62	186	4	2445	42
63	104	2	2445	43
64	87	4	2445	44
65	96	3	2445	45
66	104	2	2445	46
67	87	3	2445	47
68	143	2	2445	48
69	143	2	2445	49
70	143	2	2445	50
71	143	2	2445	51
72	284	3	2445	52
73	186	3	2445	53
74	87	3	2445	54
75	104	2	2445	55
Aggregate				

TNRC PTY LIMITED BY ITS ATTORNEY ALFONSO DEL RIO PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION No. 0144120

.....
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
2444	80

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

Dated Sixteenth this day of December 2019

Lyn Tankey
.....
Delegate of the Authority/Executive

David Pryce
Registrar-General
.....
Deputy Registrar-General

Approved form AF 2006 – 231 approved by Danielle Krajina, Registrar-General on 25 July 2006 under s140 *Land Titles Act 1925* (approved forms) and revokes form AF 2004-116

Unauthorised version prepared by ACT Parliamentary Counsel's Office

Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

Sheet No 5 of 29 Sheets

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

~~District~~/Division	Section	Block
KINGSTON	60	52

Unit Plan No
4802

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
76	87	3	2445	56
77	87	3	2445	57
78	104	2	2445	58
79	320	3	2445	59
80	353	2	2445	60
81	98	2	2445	61
82	255	2	2445	62
Aggregate		202		

TNRC PTY LIMITED BY ITS ATTORNEY ALFONSO DEL RIO PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION No. 0144120

.....
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
2444	80

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

Dated Sixteenth this day of December 2019

Lyn Tankey
.....
Delegate of the Authority/Executive

David Pryce
Registrar-General

.....
Deputy Registrar-General

Approved form AF 2006 – 231 approved by Danielle Krajina, Registrar-General on 25 July 2006 under s140 *Land Titles Act 1925* (approved forms) and revokes form AF 2004-116

Unauthorised version prepared by ACT Parliamentary Counsel's Office

UR UTILITY ROOM - BEING COMMON PROPERTY
D DENOTES DUCT - BEING COMMON PROPERTY
C DENOTES COLUMN
S DENOTES STOREROOM
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

ADDRESS: 17 THE CAUSEWAY

UNIT IDENTIFIER				YARD		BALCONY		CARPORTS		STORE ROOM		
UNIT No.	SHEET No.	FLOOR	DOOR No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUBSIDIARY TOTAL
1	8, 9	LOWER GROUND/UPPER BASEMENT	LG4	1, 2, 3	9, 9, 8							3
2	8, 9	LOWER GROUND/UPPER BASEMENT	LG5	1, 2, 3	9, 9, 8							3
3	8, 9	LOWER GROUND/UPPER BASEMENT	LG6	1, 2, 3	9, 9, 8							3
4	8, 9	LOWER GROUND/UPPER BASEMENT	LG7	1, 2, 3	9, 9, 8							3
5	8, 9	LOWER GROUND/UPPER BASEMENT	LG8	1, 2, 3	9, 9, 8							3
6	10	UPPER GROUND	UG7			1	10	2	7	3	7	3
7	10	UPPER GROUND	UG8			1	10	2	8	3	7	3
8	10	UPPER GROUND	UG9			1	10	2	7	3	7	3
9	10	UPPER GROUND	UG10			1	10	2	7	3	7	3
10	10	UPPER GROUND	UG11			1	10	2	7	3	7	3
11	10	UPPER GROUND	UG12			1	10	2	7			2
12	10	UPPER GROUND	UG13			1	10	2	7			2
13	10	UPPER GROUND	UG14			1	10	2	7			2
14	10	UPPER GROUND	UG15			1	10	2	7			2
15	10	UPPER GROUND	UG16			1	10	2	7			2
16	10	UPPER GROUND	UG17			1	10	2	7			2
17	10	UPPER GROUND	UG1			1	10	2	7	3	7	3
18	10	UPPER GROUND	UG2			1	10	2	7	3	7	3
19	10	UPPER GROUND	UG3			1	10	2	7	3	7	3
20	10	UPPER GROUND	UG4					1	7	2	7	2
21	10	UPPER GROUND	UG5			1	10	2	7	3	7	3
22	10	UPPER GROUND	UG6			1	10	2	7	3	7	3
23	11	FIRST FLOOR	107					1	7	2	7	2
24	11	FIRST FLOOR	108					1	7	2	7	2
25	11	FIRST FLOOR	109					1	7	2	7	2
26	11	FIRST FLOOR	110					1	7	2	7	2
27	11	FIRST FLOOR	111					1	7	2	7	2
28	11	FIRST FLOOR	112			1	11	2	7	3	7	3
29	11	FIRST FLOOR	113					1	7	2	7	2
30	11	FIRST FLOOR	114			1	11	2	7			2
31	11	FIRST FLOOR	115					1	7	2	7	2
32	11	FIRST FLOOR	116			1	11	2	7			2
33	11	FIRST FLOOR	117					1	7	2	7	2
34	11	FIRST FLOOR	101			1	11	2	7	3	7	3
35	11	FIRST FLOOR	102					1	8	2	7	2
36	11	FIRST FLOOR	103					1	7	2	7	2
37	11	FIRST FLOOR	104			1	11	2	8	3	7	3
38	11	FIRST FLOOR	105			1	11	2	7	3	7	3
39	11	FIRST FLOOR	106			1	11	2	7	3	7	3
40	12	SECOND FLOOR	207					1	8	2	7	2
41	12	SECOND FLOOR	208					1	7	2	7	2
42	12	SECOND FLOOR	209					1	7	2	7	2
43	12	SECOND FLOOR	210					1	8	2	7	2
44	12	SECOND FLOOR	211					1	7	2	7	2
45	12	SECOND FLOOR	212					1	7			1
46	12	SECOND FLOOR	213					1	8	2	7	2
47	12	SECOND FLOOR	214					1	7			1
48	12	SECOND FLOOR	215					1	8	2	7	2
49	12	SECOND FLOOR	216					1	8	2	7	2
50	12	SECOND FLOOR	217					1	8	2	7	2
51	12	SECOND FLOOR	201					1	8	2	7	2
52	12	SECOND FLOOR	202			1	12	2	8	3	7	3
53	12	SECOND FLOOR	203			1	12	2	7	3	7	3
54	12	SECOND FLOOR	204			1	12	2	7	3	7	3
55	12	SECOND FLOOR	205			1	12	2	8	3	7	3
56	12	SECOND FLOOR	206					1	8	2	7	2
57	13	THIRD FLOOR	306					1	8	2	7	2
58	13	THIRD FLOOR	307			1	13	2	8	3	7	3
59	13	THIRD FLOOR	308			1	13	2	8	3	7	3
60	13	THIRD FLOOR	309					1	8	2	7	2
61	13	THIRD FLOOR	310			1, 2	13, 13	3	8	4	8	4
62	13	THIRD FLOOR	311			1, 2	13, 13	3	7	4	7	4
63	13	THIRD FLOOR	301					1	8	2	7	2
64	13	THIRD FLOOR	302			1, 2	13, 13	3	8	4	7	4
65	13	THIRD FLOOR	303			1	13	2	8	3	7	3
66	13	THIRD FLOOR	304					1	8	2	7	2
67	13	THIRD FLOOR	305			1	13	2	8	3	7	3
68	14	FOURTH FLOOR	406					1	8	2	7	2
69	14	FOURTH FLOOR	407					1	8	2	8	2
70	14	FOURTH FLOOR	408					1	7	2	7	2
71	14	FOURTH FLOOR	409					1	7	2	7	2
72	14	FOURTH FLOOR	410			1	14	2	8	3	8	3
73	14	FOURTH FLOOR	411			1	14	2	7	3	7	3
74	14	FOURTH FLOOR	401			1	14	2	7	3	7	3
75	14	FOURTH FLOOR	402					1	7	2	7	2
76	14	FOURTH FLOOR	403			1	14	2	7	3	7	3
77	14	FOURTH FLOOR	404			1	14	2	7	3	7	3
78	14	FOURTH FLOOR	405					1	7	2	7	2
79	9	LOWER GROUND	LG09	1	9			2	8	3	8	3
80	9	LOWER GROUND	LG01					1	8	2	8	2
81	9	LOWER GROUND	LG02					1	8	2	8	2
82	9	LOWER GROUND	LG03					1	8	2	8	2

Form 3

Form 091 - FP

REF: 215079.UPD

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

Sheet No. 6 of 29

FLOOR PLAN

Block
52

Section
60

Division
KINGSTON

FLOOR NUMBER
LEGEND/INDEX

TNRC PTY LIMITED BY ITS ATTORNEY ALFONSO DEL RIO PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION No. 0144120
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.
4802

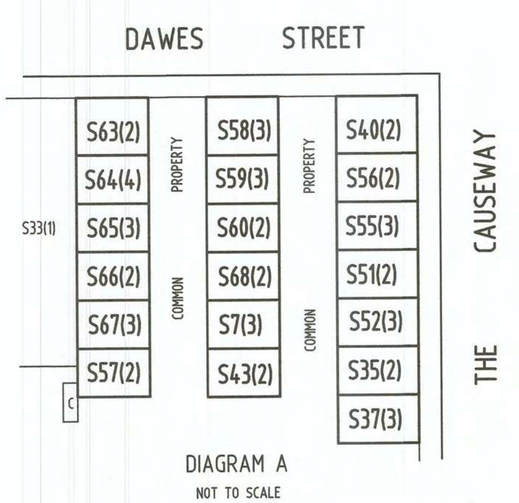


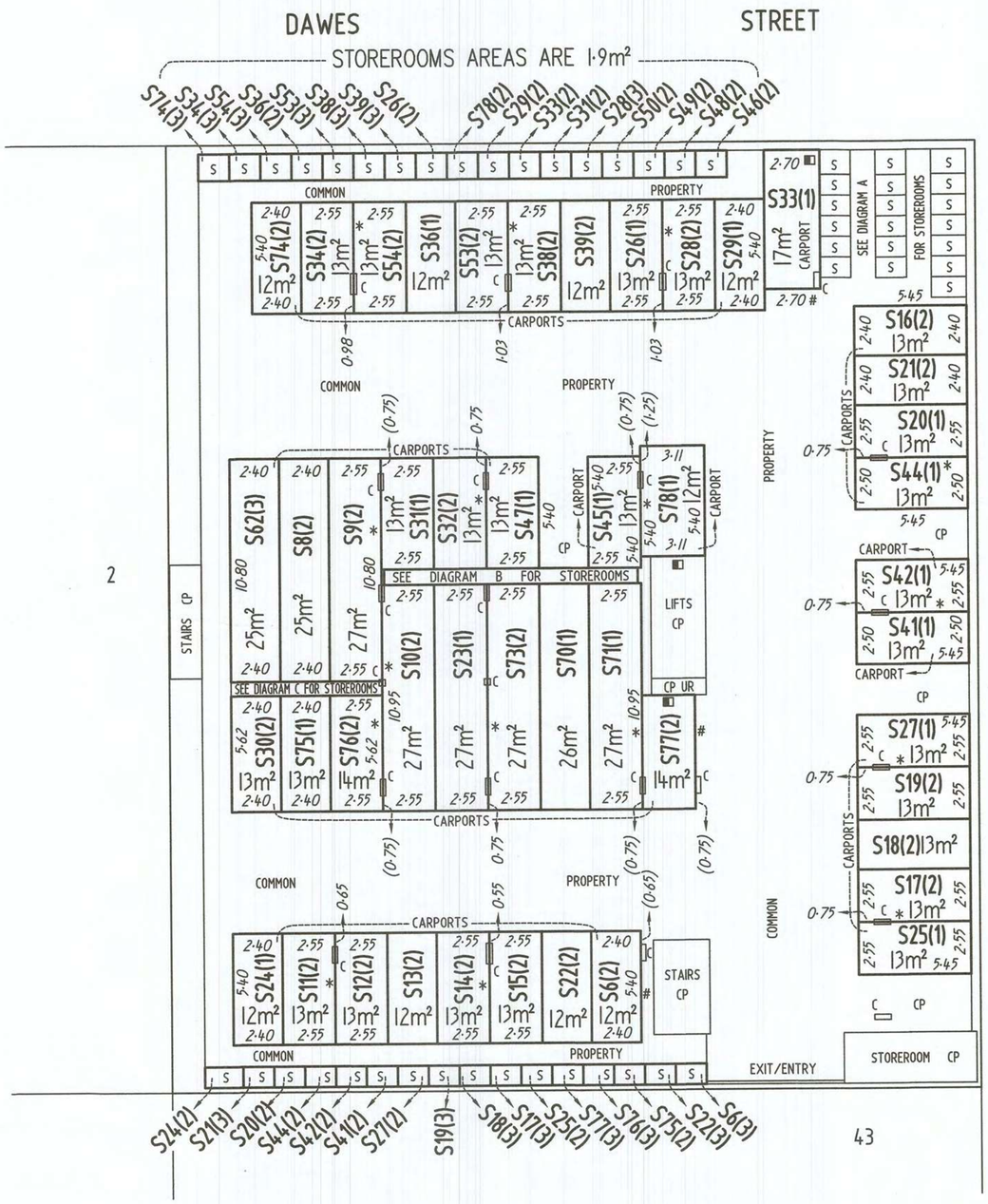
DIAGRAM A
NOT TO SCALE

S31(1)	S32(2)	S47(1)	CP	S45(1)
S10(3)	S23(2)	S73(3)	S70(2)	S71(2)
S10(2)	S23(1)	S73(2)	S70(1)	S71(1)

DIAGRAM B
NOT TO SCALE

S62(3)	S8(2)	S9(2)	S10(2)
S62(4)	S8(3)	S9(3)	
S30(2)	S75(1)	S76(2)	

DIAGRAM C
NOT TO SCALE



ALL STOREROOMS ARE 1·5m² UNLESS OTHERWISE NOTED

0 5 10 METRES
Graphic bar scale - SCALE 1: 200

Form 3
Form 091 - FP

REF: 215079.UPD

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

Sheet No. 7 of 29

FLOOR PLAN

Block
52

Section
60

Division
KINGSTON

FLOOR NUMBER
LOWER BASEMENT

TNRC PTY LIMITED BY ITS ATTORNEY ALFONSO DEL RIO PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION No. 0144120
Signature of Lessee

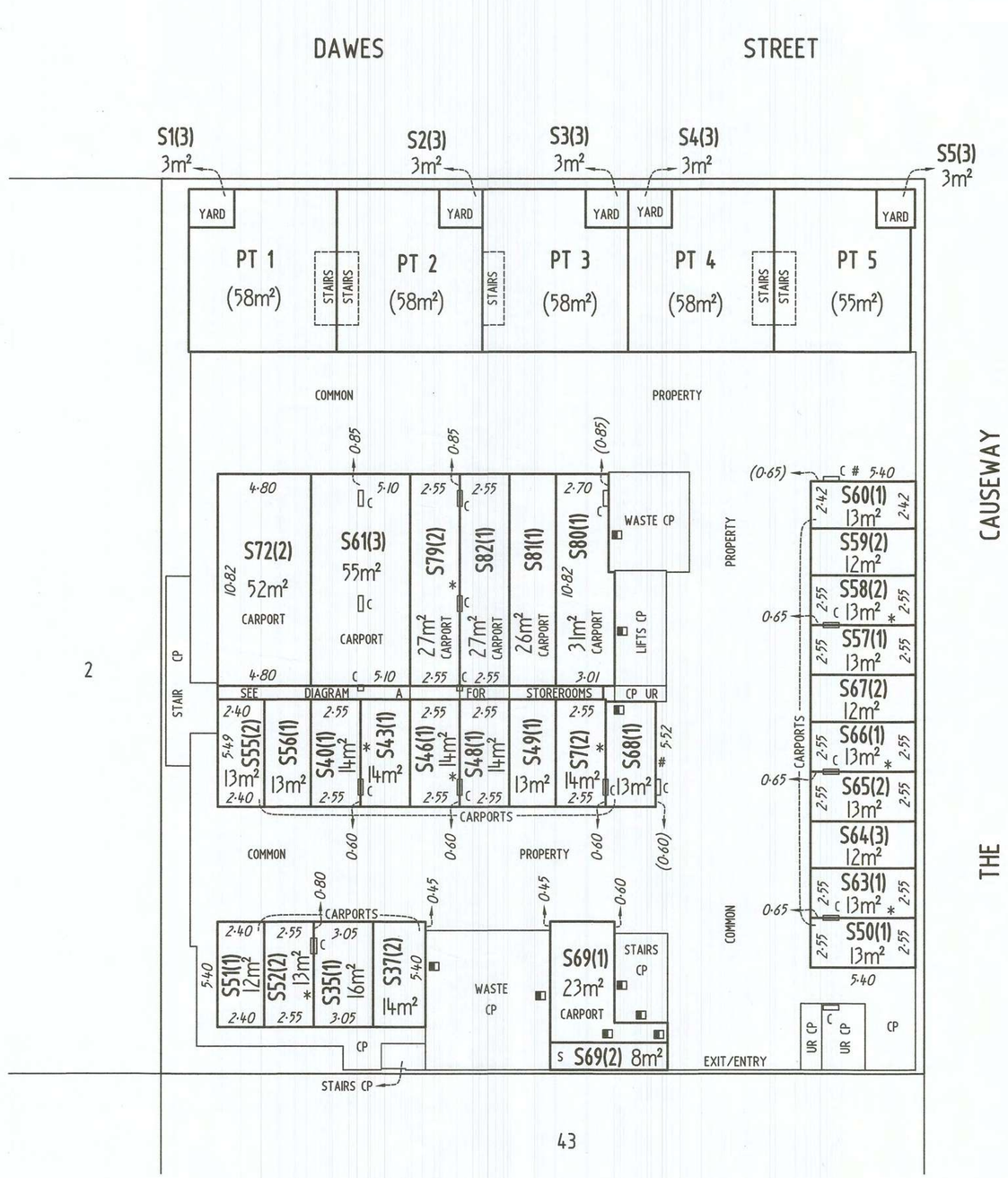
Lyn Tankey
Delegate of the ACT Planning and Land Authority

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

CLASS A UNIT SUBSIDIARIES

SEE SHEET 6 FOR LEGEND

UNITS PLAN No.
4802



S72(2)		S61(3)		S79(2)	S82(1)	S81(1)	S80(1)
S72(3) 3m²		S61(4) C 3m²		S79(3) 1·7m²	S82(2) 1·7m²	S81(2) 1·6m²	S80(2) 1·6m²
S55(2)	S56(1)	S40(1)	S43(1)	S46(1)	S48(1)	S49(1)	S7(2)

DIAGRAM A

NOT TO SCALE

Form 3

Form 091 - FP

0 5 10 METRES

Graphic bar scale - SCALE 1: 200

REF: 215079.UPD

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

Sheet No. 8 of 29

FLOOR PLAN

Block
52

Section
60

Division
KINGSTON

FLOOR NUMBER
UPPER BASEMENT

TNRC PTY LIMITED BY ITS ATTORNEY ALFONSO DEL RIO PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION No. 0144120
Signature of Lessee

Lyn Tankey
Delegate of the ACT Planning and Land Authority

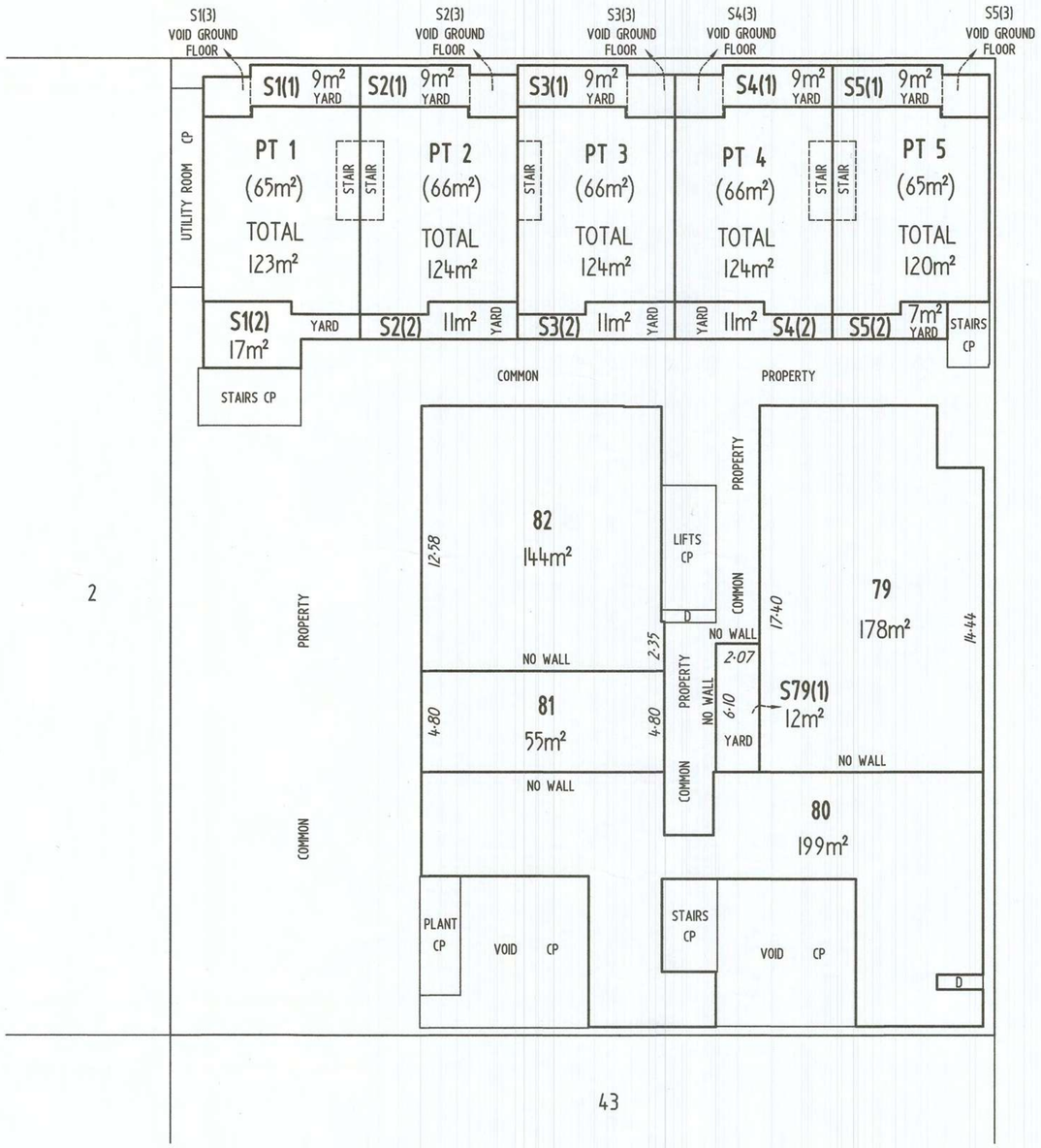
APPROVED UNDER THE *UNIT TITLES ACT 2001*, AS THE UNITS PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCEL OF LAND

CLASS A UNITS AND UNIT SUBSIDIARIES

SEE SHEET 6 FOR LEGEND

UNITS PLAN No.
4802

DAWES STREET



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

Sheet No. 9 of 29

FLOOR PLAN

Block
52

Section
60

Division
KINGSTON

FLOOR NUMBER
LOWER GROUND

TNRC PTY LIMITED BY ITS ATTORNEY ALFONSO DEL RIO PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION No. 0144120
Signature of Lessee

Lyn Tarkey
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 6 FOR LEGEND

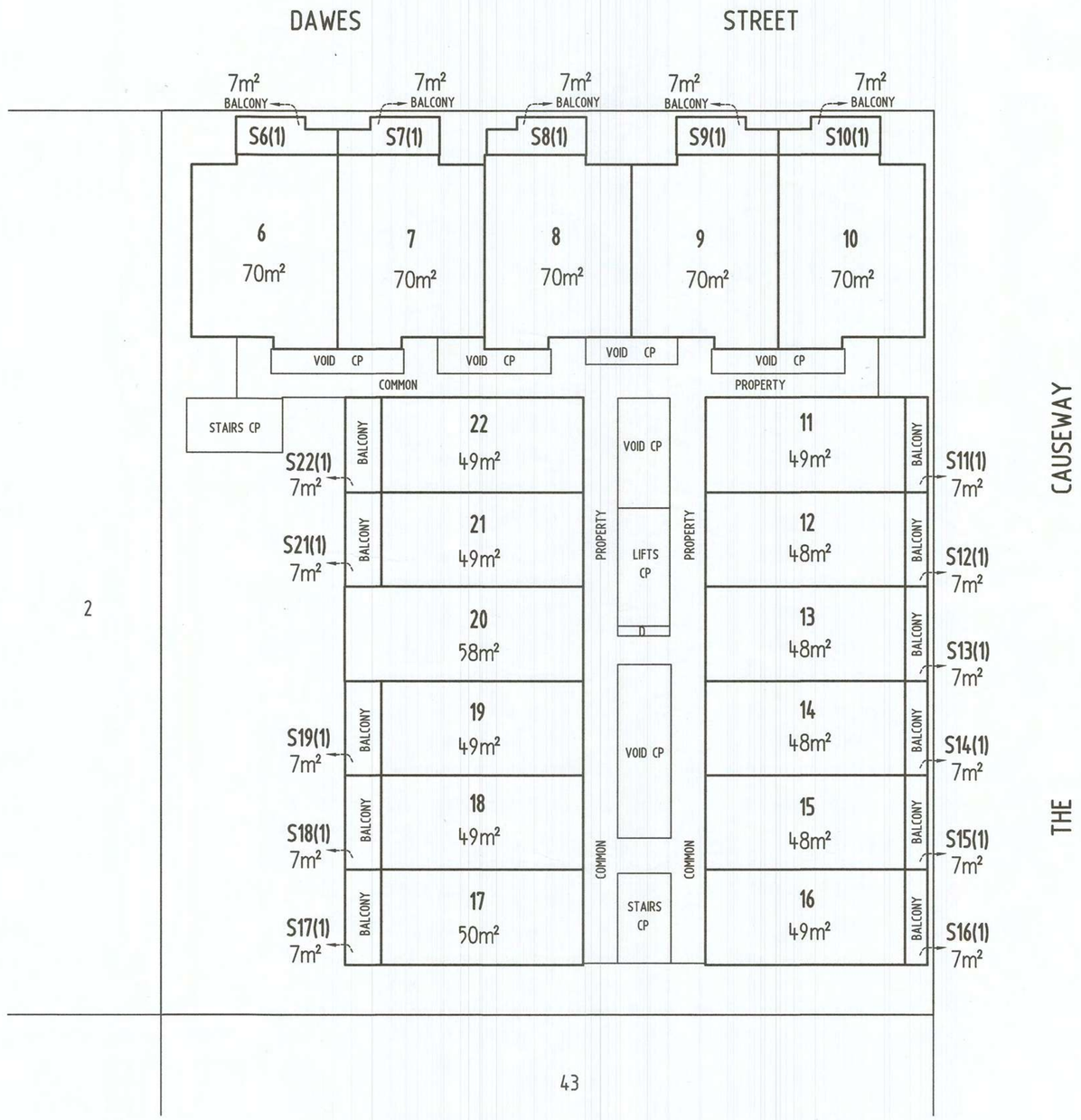
Form 3

Form 091 - FP

0 5 10 METRES
Graphic bar scale - SCALE 1: 200

UNITS PLAN No.
4802

REF: 215079.UPD



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

Sheet No. 10 of 29

FLOOR PLAN

Block
52

Section
60

Division
KINGSTON

FLOOR NUMBER
UPPER GROUND

TNRC PTY LIMITED BY ITS ATTORNEY ALFONSO DEL RIO PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION No. 0144120
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 6 FOR LEGEND

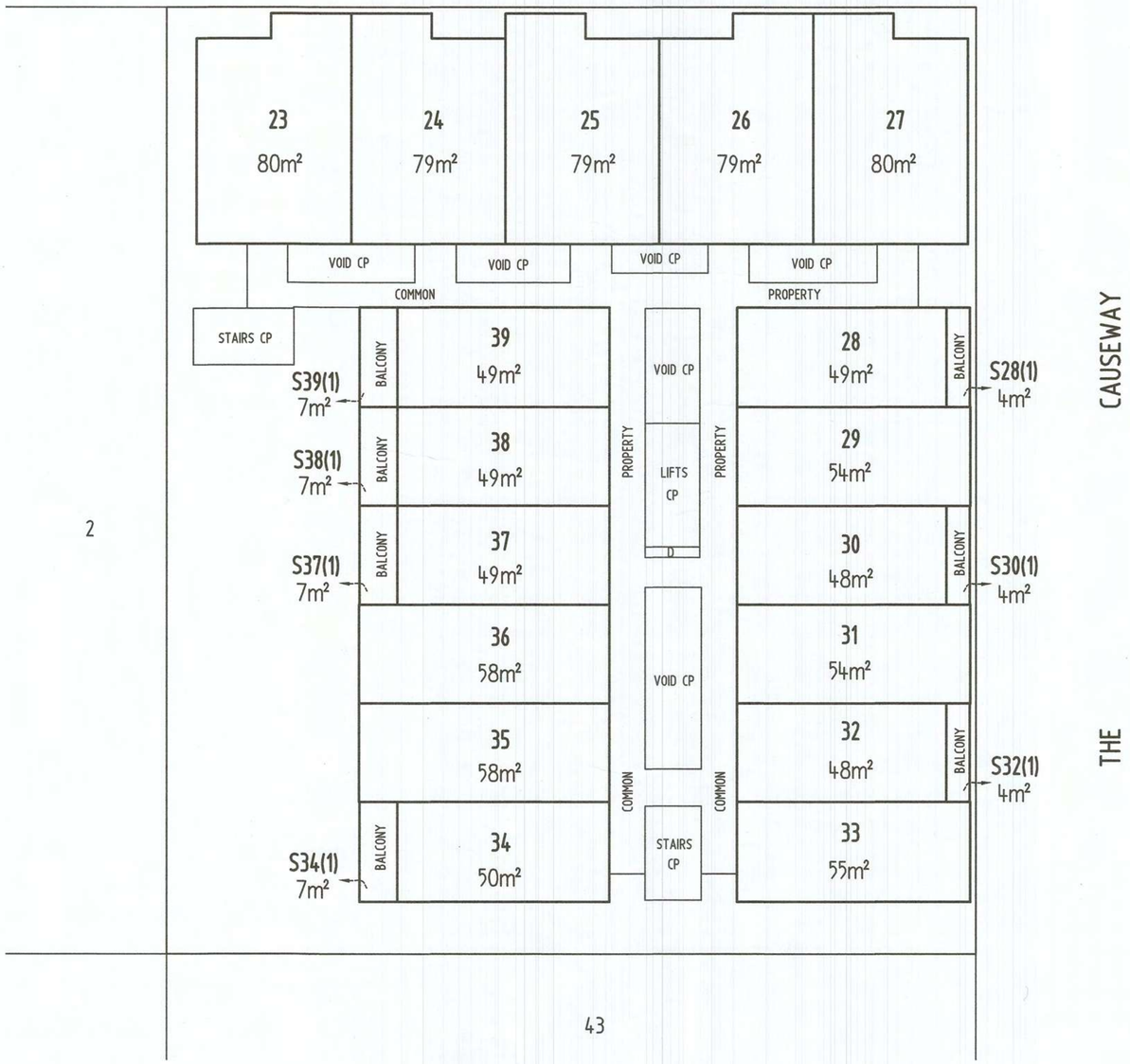
Form 3

Form 091 - FP

0 5 10 METRES
Graphic bar scale - SCALE 1: 200

UNITS PLAN No.
4802

REF: 215079.UPD



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

Sheet No. 11 of 21

FLOOR PLAN

Block
52

Section
60

Division
KINGSTON

FLOOR NUMBER
FIRST

TNRC PTY LIMITED BY ITS ATTORNEY ALFONSO DEL RIO PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION No. 0144120
Signature of Lessee

Lyn Torkey
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 6 FOR LEGEND

Form 3

Form 091 - FP

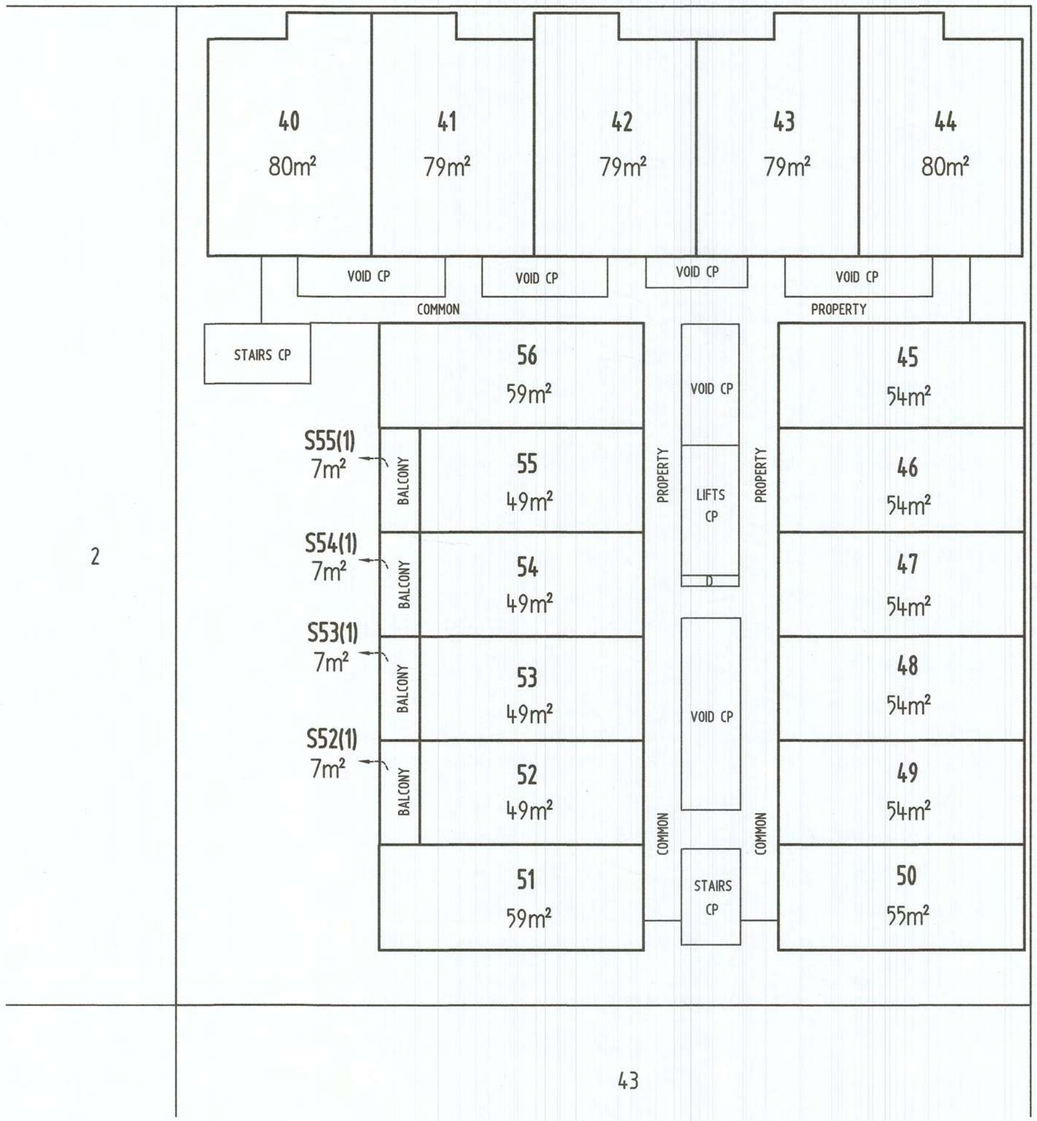
0 5 10 METRES

Graphic bar scale - SCALE 1: 200

UNITS PLAN No.
4802

REF: 215079.UPD

DAWES STREET



CAUSEWAY

THE

2

43

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

Sheet No. 12 of 29

FLOOR PLAN

Block
52

Section
60

Division
KINGSTON

FLOOR NUMBER
SECOND

TNRC PTY LIMITED BY ITS ATTORNEY ALFONSO DEL RIO PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION No. 0144120
Signature of Lessee

Lyn Tarker
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 6 FOR LEGEND

Form 3

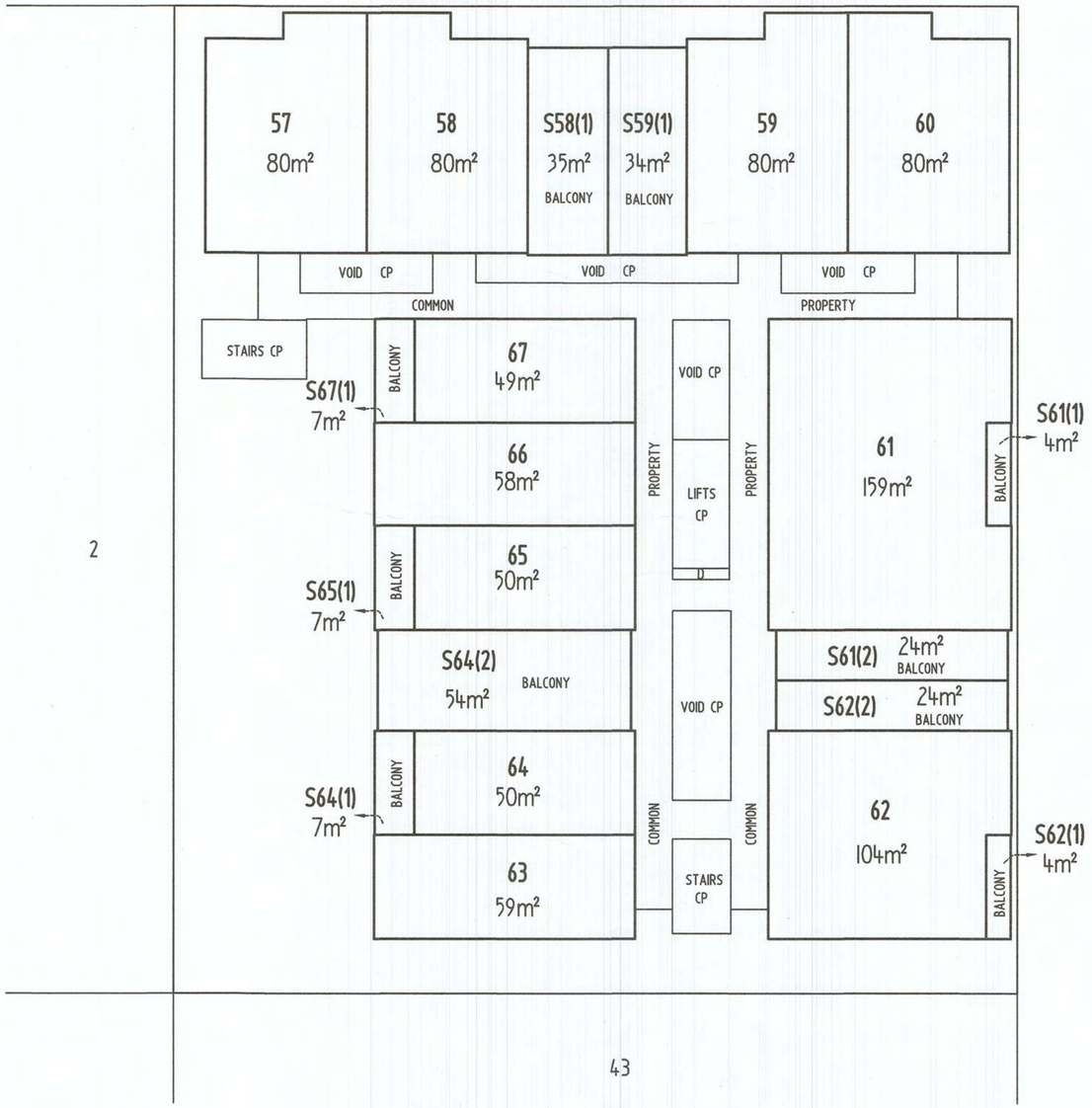
Form 091 - FP

0 5 10 METRES
Graphic bar scale - SCALE 1: 200

UNITS PLAN No.
4802

REF: 215079.UPD

DAWES STREET



CAUSEWAY

THE

2

43

0 5 10 METRES

Graphic bar scale - SCALE 1: 200

Form 3

Form 091 - FP

REF: 215079.UPD

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

Sheet No. 13 of 29

FLOOR PLAN

Block
52

Section
60

Division
KINGSTON

FLOOR NUMBER
THIRD

TNRC PTY LIMITED BY ITS ATTORNEY ALFONSO DEL RIO PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION No. 0144120
Signature of Lessee

Lyn Tarkey
Delegate of the ACT Planning and Land Authority

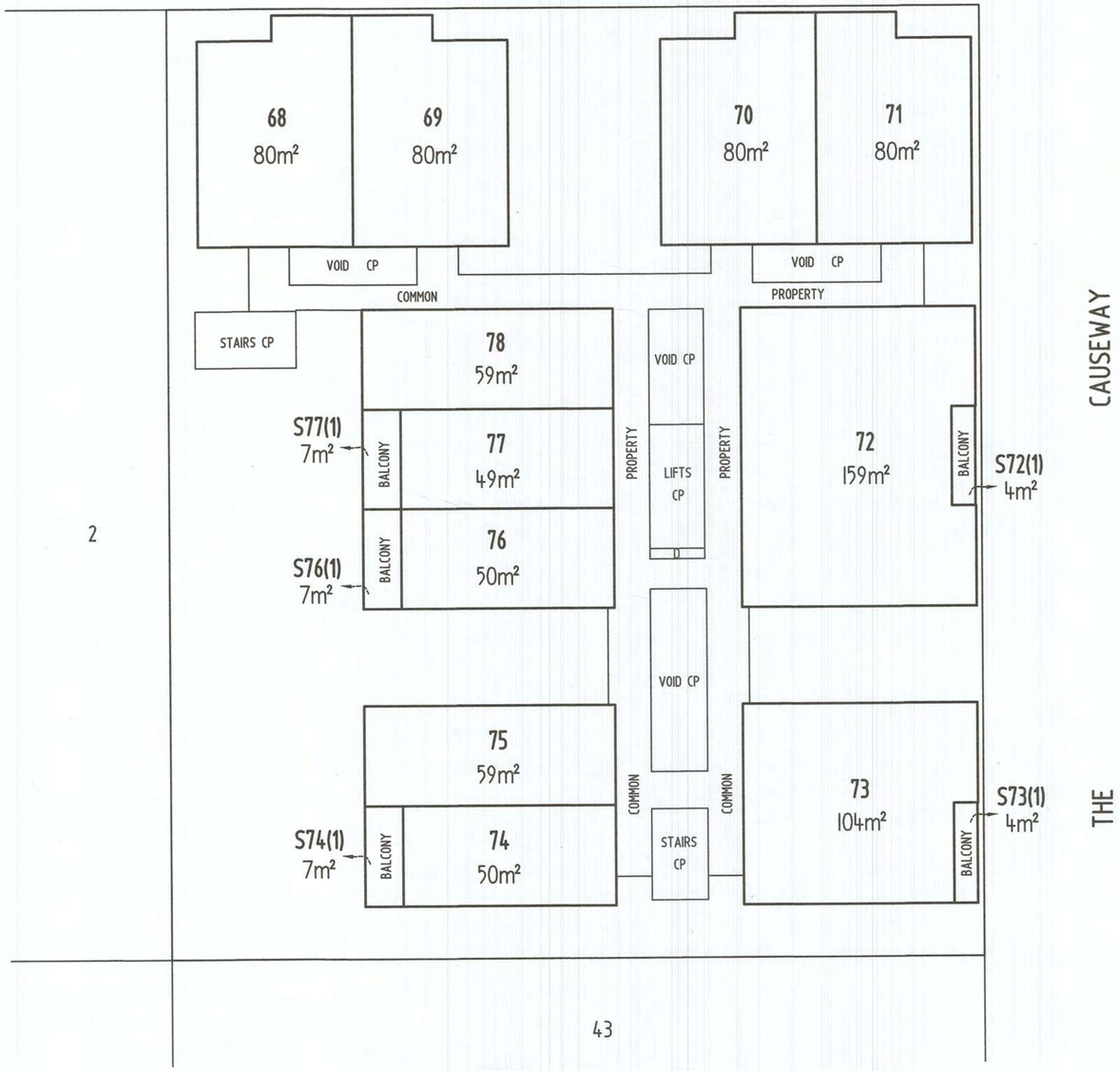
APPROVED UNDER THE *UNIT TITLES ACT 2001*, AS THE UNITS PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCEL OF LAND

CLASS A UNITS AND UNIT SUBSIDIARIES

SEE SHEET 6 FOR LEGEND

UNITS PLAN No.
4802

DAWES STREET



CAUSEWAY

THE

0 5 10 METRES

Graphic bar scale - SCALE 1: 200

Form 3

Form 091 - FP

REF: 215079.UPD

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

Sheet No. 14 of 29

FLOOR PLAN

Block
52

Section
60

Division
KINGSTON

FLOOR NUMBER
FOURTH

TNRC PTY LIMITED BY ITS ATTORNEY ALFONSO DEL RIO PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION No. 0144120
Signature of Lessee

Lyn Tarkey
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 6 FOR LEGEND

UNITS PLAN No.
4802

Form 4

Land Titles (Units Titles) Act 1970

UNITS PLAN NO 4802

Block 52 Section 60 Division of KINGSTON

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 twenty ninth day of October Two thousand one hundred and eighteen.

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 - 82 inclusive covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of each Lessee's relevant unit as follows:

(a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;

(b) to pay to the Authority or any statutory authority his proportion that is equal to the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the Planning and Development Act 2007 and the Unit Titles Act 2001;

PURPOSE (c) To use units 1 - 82 for the purpose of residential use LIMITED TO multi-unit housing for sixty two (62) dwellings AND IN ADDITION the premises may also be used for one or more of the following purposes:

(i) boarding house;
(ii) car park;
(iii) community use (EXCLUDING child care centre, place of worship and religious associated use);
(iv) craft workshop;
(v) guest house;
(vi) indoor recreation facility;
(vii) motel;
(viii) non-retail commercial use;
(ix) outdoor recreation facility;
(x) pedestrian plaza;
(xi) place of assembly;
(xii) restaurant;
(xiii) serviced apartment;
(xiv) shop PROVIDED ALWAYS THAT the maximum gross floor area for a shop is 1500 square metres AND FURTHER PROVIDED THAT the maximum gross floor area of shop selling food is 250 square metres; and
(xv) tourist facility EXCLUDING service station;

NOISE MANAGEMENT PLAN (d) That the Lessee must, prior to the use of the premises for indoor recreation facility, outdoor recreation facility, and restaurant implement noise attenuation measures in accordance with a Noise Management Plan prepared specifically for the proposed use and that has previously been submitted to and endorsed by the Environment Protection Authority, or its successor;

UNIT SUBSIDIARY (e) Not to use any unit subsidiary to that unit as a habitation;

SERVICE AREAS (f) 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 (g) That the Lessee shall not without the previous approval in writing of the Authority, except where exempt by law, erect any building on the parcel or make any structural alterations to the unit;

REPAIR (h) That the Lessee shall at all times during the said term maintain repair and keep in repair the unit and any unit subsidiary to the satisfaction of the Authority excluding any defined parts under the provisions of the Unit Titles Act 2001;

FAILURE TO REPAIR (i) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the unit and any unit subsidiary the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;

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

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

PRESERVATION OF TREES (l) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:

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

(ii) to which the Tree Protection Act 2005, applies;

3

MINERALS AND WATER

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

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

QUIET ENJOYMENT

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

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

TERMINATION

(a) That if:

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

(ii) the said unit is at any time not used for a period of one year for the purpose for which this lease is granted; or

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

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

ACCEPTANCE OF RENT

(b) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clause 5(a)(i), (ii) or (iii) shall not prevent or impede the exercise by the Authority of the powers conferred upon it by Clause 5(a);

FURTHER LEASE (c) That any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;

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

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

(i) the Authority;

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

(iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

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) "boarding house" means the use of the parcel of land to principally provide long term accommodation where meals, laundry or other services are provided only to those residents of the boarding house, and which is not licensed to sell liquor;

(d) "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;

(e) "bulky goods retailing" means a shop which includes a loading dock within the building, and where the goods or materials sold or displayed are of such a size, shape or weight as to require:

(i) a large area for handling, storage or display; and/or

(ii) direct vehicular access to the site by members of the public, for the purpose of loading goods or materials into their vehicles after purchase, but does not include any shop used primarily for the sale of food or clothing;

(f) "business agency" means the use of the parcel of land for the purpose of providing a commercial service directly and regularly to the public;

(g) "car park" means the use of the parcel of land specifically allocated for the parking of motor vehicles;

(h) "class" for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;

(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) "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;

(k) "community theatre" means the use of the parcel of land for a theatre, cinema, concert hall, auditorium or theatrette run by non-profit organisations;

(l) "community use" means child care centre, community activity centre, community theatre, cultural facility, educational establishment, health facility, hospital, place of worship and religious associated use;

(m) "craft workshop" means the use of the parcel of land for the manufacture, primarily by manual methods, of craft articles such as leatherwork, pottery, woodwork, hand woven goods and the like;

(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;

(o) "department store" means a shop in which goods are sold by separate departments within the shop and from which a significant amount or proportion of retail sales occur from at least four of the following types of goods: furniture and floor coverings; fabrics and household textiles; clothing; footwear; household appliances; china; glassware and domestic hardware;

(p) "dual occupancy housing" means the use of the parcel of land that was originally used or leased for the purposes of single dwelling housing for two dwellings;

(q) "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 plan; and

(B) does not have access from another building that is either a class 1 building or the self-contained part of a class 2 building; and

(ii) includes any ancillary parts of the building and any class 10a buildings associated with the building;

(r) "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;

(s) "financial establishment" means the use of the parcel of land for the primary purpose of providing finance, investing money, and providing services to lenders, borrowers and investors on a direct and regular basis;

(t) "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;

(u) "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;

(v) "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 are also provided with care or treatment, and may include associated residential accommodation;

(w) "indoor recreation facility" means the use of the parcel of land for sporting activities where such use is primarily indoors;

(x) "Lessee" shall:

(i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;

(ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy the persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and

(iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;

(y) "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;

(z) "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;

(aa) "non-retail commercial use" means business agency, financial establishment, office and public agency;

(bb) "office" means the use of the parcel of land for the purpose of administration, clerical, technical, professional or like business activities, including a government office, which does not include dealing with members of the public on a direct and regular basis except where this is ancillary to the main purpose of the office;

(cc) "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;

(dd) "pedestrian plaza" means an open or sheltered area other than part of a building, used principally for free pedestrian movement in which vehicular traffic is forbidden or limited;

(ee) "personal service" means a shop used primarily for selling services and in which the sale of goods is ancillary to the service provided;

(ff) "place of assembly" means the use of the parcel of land for gatherings of people to attend functions, whether or not for the purposes of gain;

(gg) "premises" means the parcel of land and any building or other improvements on the parcel of land;

(hh) "public agency" means the use of the parcel of land for the purpose of providing a public service directly and regularly to the public and includes a government agency, which provides a commercial service to the public;

(ii) "residential use" means caretaker's residence, multi-unit housing, residential care accommodation, retirement village, retirement village scheme, secondary residence, single dwelling housing and supportive housing;

(jj) "restaurant" means the use of the parcel of land for the primary purpose of providing food for consumption on the premises whether or not the premises are licensed premises under the Liquor Act 2010 and whether or not entertainment is provided;

(kk) "retail plant nursery" means a shop used for the propagation and sale of plants, shrubs, trees and garden supplies;

(ll) "serviced apartment" means an apartment that is used as a commercial accommodation unit;

(mm) "shop" means the use of the parcel of land for the purpose of selling, exposing or offering the sale by retail or hire, goods and personal services and includes bulky goods retailing, department store, personal service, retail plant nursery, supermarket and take-away food shop;

(nn) "supermarket" means a large shop selling food and other household items where the selection of goods is organised on a self-service basis;

(oo) "take-away food shop" means a shop, which is predominantly for the preparation of food and refreshments for consumption elsewhere;

(pp) "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);

(qq) "tourist facility" means the use of the parcel of land for providing entertainment, recreation, cultural or similar facilities for use mainly by the general touring or holidaying public and may include a restaurant, cafe, bar, service station, tourist accommodation and the retail sale of arts and crafts, souvenirs, antiques and the like;

(rr) "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;

(ss) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;

(tt) words in the singular include the plural and vice versa;

(uu) words importing one gender include the other genders;

(vv) 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 Sixteenth day of December 2019.

Lyn Tanker
a delegate of the Planning and Land Authority in exercising its functions

LESSEE: **TNRC PTY LIMITED ACN 151 527 141**
by its attorney ALFONSO DEL RIO pursuant to Power of Attorney ACT Registration No. 0144420

witness:
AMANDA NOY

Form 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO 4802

Block 52 Section 60 Division of KINGSTON

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 twenty ninth day of October Two thousand one hundred and eighteen.

2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.

3. The Owners - Units Plan No. 4802 ("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 landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives 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;

3

(e) except where necessary for compliance with Clause 3(d) of this lease not to install any services or make any alterations in any of the services or any part of the services situated in or on the land forming the common property without the previous approval in writing of the Authority;

(f) If and whenever the Owners Corporation is in breach of the Owners Corporation's obligations to maintain repair and keep in repair any building part of a building landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives or other improvements on the common property or to repair or keep in good working order the services or any parts thereof situated in or on the parcel of land forming 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 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;

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

4. It is mutually covenanted and agreed by the Commonwealth of Australia and the Owners Corporation as follows:

(a) That if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Owners Corporation in respect of any breach of the covenants on the part of the Owners Corporation to be observed or performed;

(b) That any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;

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

(i) the Authority;

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

(iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

5. In this schedule unless the contrary intention appears:

(a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;

(b) "building" means any building or structure, constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;

(c) "owners corporation" means the body corporate under the name of 'The Owners - Units Plan No. 4802';

(d) "premises" means the parcel of land and any building or other improvements on the parcel of land;

(e) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;

(f) "Territory" means:

(i) when used in a geographical sense the Australian Capital Territory; and

(ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);

(g) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;

(h) words in the singular include the plural and vice versa;

(i) words importing one gender include the other genders;

(j) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

Dated this Sixteenth day of December 2019.

Lyn Tankey
a delegate of the Planning and Land Authority in exercising its functions

LESSEE: **TNRC PTY LIMITED ACN 151 527 141**
by its attorney ALFONSO DEL RIO pursuant to Power of Attorney ACT Registration No. 0144120

Witness:

AMANDA NOY

ACT Government

Access Canberra.

Chief Minister

CTSA$2256580 08/01/2020 14:54:36 SKIPD

2256580

APPLICATION TO AMEND/LODGE A PROGRESSIVE DEVELOPMENT FOR A COMMUNITY TITLE SCHEME

Land Titles Act 1925

Form 098 - CTSA

LODGING PARTY DETAILS		
Name	Email Address	Contact Telephone Number
John Gosson ~~Clayton Utz~~	John.ccontrol.com.au ~~conveyancing@claytonutz.com~~	0418265990 ~~02 6279 4034~~

IS THIS A PROGRESSIVE DEVELOPMENT?	
☐ YES	☒ NO

COMMUNITY TITLE SCHEME DETAILS	
Scheme Number	Volume and Folio Details of Existing Common Property Titles
32	2395:63 2432:26

PROGRESSIVE DEVELOPMENT DETAILS	
List the Stage Number being submitted with this application (ie. 1 of 3)	List the total number of stages in this Community Title Scheme (ie. 3)

ADDITIONAL TITLE AND LAND DETAILS PROPOSED AS COMMON PROPERTY				
Volume & Folio	District/Division	Section	Block	Lot

TITLE AND LAND DETAILS NOT BEING COMMON PROPERTY TO BE REMOVED, IF ANY				
Volume & Folio	District/Division	Section	Block	Lot

Approved form AF2019-3 approved by Fred Arugay, Deputy Registrar-General on 03/01/2019 under section 140 of the *Land Titles Act 1925* (approved forms)
This form revokes AF2012-98
Unauthorised version prepared by ACT Parliamentary Counsel's Office

TITLE AND LAND DETAILS NOT BEING PROPOSED AS COMMON PROPERTY						
Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2444: 81	KINGSTON	60	52	1	4	-
2444: 82	KINGSTON	60	52	2	4	-
2444: 83	KINGSTON	60	52	3	4	-
2444: 84	KINGSTON	60	52	4	4	-
2444: 85	KINGSTON	60	52	5	4	-
2444: 86	KINGSTON	60	52	6	4	-
2444: 87	KINGSTON	60	52	7	4	-
2444: 88	KINGSTON	60	52	8	4	-
2444: 89	KINGSTON	60	52	9	4	-
2444: 90	KINGSTON	60	52	10	4	-
2444: 91	KINGSTON	60	52	11	4	-
2444: 92	KINGSTON	60	52	12	4	-
2444: 93	KINGSTON	60	52	13	4	-
2444: 94	KINGSTON	60	52	14	4	-
2444: 95	KINGSTON	60	52	15	4	-
2444: 96	KINGSTON	60	52	16	4	-
2444: 97	KINGSTON	60	52	17	4	-
2444: 98	KINGSTON	60	52	18	4	-
2444: 99	KINGSTON	60	52	19	4	-
2444: 100	KINGSTON	60	52	20	4	-
2445: 1	KINGSTON	60	52	21	4	-
2445: 2	KINGSTON	60	52	22	4	-
2445: 3	KINGSTON	60	52	23	4	-
2445: 4	KINGSTON	60	52	24	4	-

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2445: 5	KINGSTON	60	52	25	4	-
2445: 6	KINGSTON	60	52	26	4	-
2445: 7	KINGSTON	60	52	27	4	-
2445: 8	KINGSTON	60	52	28	4	-
2445: 9	KINGSTON	60	52	29	4	-
2445: 10	KINGSTON	60	52	30	4	-
2445: 11	KINGSTON	60	52	31	4	-
2445: 12	KINGSTON	60	52	32	4	-
2445: 13	KINGSTON	60	52	33	4	-
2445: 14	KINGSTON	60	52	34	4	-
2445: 15	KINGSTON	60	52	35	4	-
2445: 16	KINGSTON	60	52	36	4	-
2445: 17	KINGSTON	60	52	37	4	-
2445: 18	KINGSTON	60	52	38	4	-
2445: 19	KINGSTON	60	52	39	4	-
2445: 20	KINGSTON	60	52	40	4	-
2445: 21	KINGSTON	60	52	41	4	-
2445: 22	KINGSTON	60	52	42	4	-
2445: 23	KINGSTON	60	52	43	4	-
2445: 24	KINGSTON	60	52	44	4	-
2445: 25	KINGSTON	60	52	45	4	-
2445: 26	KINGSTON	60	52	46	4	-
2445: 27	KINGSTON	60	52	47	4	-
2445: 28	KINGSTON	60	52	48	4	-
2445: 29	KINGSTON	60	52	49	4	-
2445: 30	KINGSTON	60	52	50	4	-

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Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2445: 31	KINGSTON	60	52	51	4	-
2445: 32	KINGSTON	60	52	52	4	-
2445: 33	KINGSTON	60	52	53	4	-
2445: 34	KINGSTON	60	52	54	4	-
2445: 35	KINGSTON	60	52	55	4	-
2445: 36	KINGSTON	60	52	56	4	-
2445: 37	KINGSTON	60	52	57	4	-
2445: 38	KINGSTON	60	52	58	4	-
2445: 39	KINGSTON	60	52	59	4	-
2445: 40	KINGSTON	60	52	60	4	-
2445: 41	KINGSTON	60	52	61	4	-
2445: 42	KINGSTON	60	52	62	4	-
2445: 43	KINGSTON	60	52	63	4	-
2445: 44	KINGSTON	60	52	64	4	-
2445: 45	KINGSTON	60	52	65	4	-
2445: 46	KINGSTON	60	52	66	4	-
2445: 47	KINGSTON	60	52	67	4	-
2445: 48	KINGSTON	60	52	68	4	-
2445: 49	KINGSTON	60	52	69	4	-
2445: 50	KINGSTON	60	52	70	4	-
2445: 51	KINGSTON	60	52	71	4	-
2445: 52	KINGSTON	60	52	72	4	-
2445: 53	KINGSTON	60	52	73	4	-
2445: 54	KINGSTON	60	52	74	4	-
2445: 55	KINGSTON	60	52	75	4	-
2445: 56	KINGSTON	60	52	76	4	-

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Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2445: 57	KINGSTON	60	52	77	4	-
2445: 58	KINGSTON	60	52	78	4	-
2445: 59	KINGSTON	60	52	79	4	-
2445: 60	KINGSTON	60	52	80	4	-
2445: 61	KINGSTON	60	52	81	4	-
2445: 62	KINGSTON	60	52	82	4	-
2444: 80	KINGSTON	60	52	CP	4	26

DOCUMENTS TO BE ATTACHED FOR A PROGRESSIVE DEVELOPMENT SCHEME

~~1. Progressive Development Site Plan for Community Title clearly indicating the parcels situated in this stage;~~

~~2. Authorisation from the Planning and Land Authority;~~

~~3. Certificates of title to any land not formerly within, or being removed from, the scheme; and,~~

~~4. An updated Lot Entitlement Schedule.~~

DOCUMENTS TO BE ATTACHED TO AMEND A SCHEME

1. The proposed scheme as amended, indicating the amendments;

2. Authorisation from the Planning and Land Authority;

3. Certificates of title to any land not formerly within, or being removed from, the scheme; and,

4. An updated Lot Entitlement Schedule.

DEVELOPER'S/ BODY CORPORATE'S EXECUTION

Name of developer/body corporate
TNRC PTY LIMITED by is attorney ALFONSO DEL RIO pursuant to Power of Attorney ACT Registration No.0144120

Signature or common seal of developer/body corporate
Dated - 6/12/2019

Full name of witness (if required)

Amanda Leigh Noy
10/2 Phillip Law Street
CANBERRA ACT 2601

Signature of witness (if required)
Dated - 6/12/2019

OFFICE USE ONLY

Lodged by		Certificate of title lodged	
Data entered by		Certificates attached to title	
Registered by		Attachments / Annexures	
Registration date	- 9 JAN 2020	Production number	

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ACT Government

Access Canberra.

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

LOT ENTITLEMENT SCHEDULE FOR A PROGRESSIVE DEVELOPMENT WITHIN A COMMUNITY TITLE SCHEME

Land Titles Act 1925

Form 099 - CTLP

DETAILS OF PARCELS NOT BEING PROPOSED AS COMMON PROPERTY

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2399:51	KINGSTON	60	2	1	1	-
2399:52	KINGSTON	60	2	2	1	-
2399:53	KINGSTON	60	2	3	1	-
2399:54	KINGSTON	60	2	4	1	-
2399:55	KINGSTON	60	2	5	1	-
2399:56	KINGSTON	60	2	6	1	-
2399:57	KINGSTON	60	2	7	1	-
2399:58	KINGSTON	60	2	8	1	-
2399:59	KINGSTON	60	2	9	1	-
2399:60	KINGSTON	60	2	10	1	-
2399:61	KINGSTON	60	2	11	1	-
2399:62	KINGSTON	60	2	12	1	-
2399:63	KINGSTON	60	2	13	1	-
2399:64	KINGSTON	60	2	14	1	-
2399:65	KINGSTON	60	2	15	1	-
2399:66	KINGSTON	60	2	16	1	-
2399:67	KINGSTON	60	2	17	1	-
2399:68	KINGSTON	60	2	18	1	-

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Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2399:69	KINGSTON	60	2	19	1	-
2399:70	KINGSTON	60	2	20	1	-
2399:71	KINGSTON	60	2	21	1	-
2399:72	KINGSTON	60	2	22	1	-
2399:73	KINGSTON	60	2	23	1	-
2399:74	KINGSTON	60	2	24	1	-
2399:50	KINGSTON	60	2	CP	1	10
2399:91	KINGSTON	60	29-41	1	2	-
2399:92	KINGSTON	60	29-41	2	2	-
2399:93	KINGSTON	60	29-41	3	2	-
2399:94	KINGSTON	60	29-41	4	2	-
2399:95	KINGSTON	60	29-41	5	2	-
2399:96	KINGSTON	60	29-41	6	2	-
2399:97	KINGSTON	60	29-41	7	2	-
2399:98	KINGSTON	60	29-41	8	2	-
2399:99	KINGSTON	60	29-41	9	2	-
2399:100	KINGSTON	60	29-41	10	2	-
2400:1	KINGSTON	60	29-41	11	2	-
2400:2	KINGSTON	60	29-41	12	2	-
2400:3	KINGSTON	60	29-41	13	2	-
2400:4	KINGSTON	60	29-41	14	2	-
2400:5	KINGSTON	60	29-41	15	2	-
2400:6	KINGSTON	60	29-41	16	2	-
2400:7	KINGSTON	60	29-41	17	2	-
2400:8	KINGSTON	60	29-41	18	2	-

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Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2400:9	KINGSTON	60	29-41	19	2	-
2400:10	KINGSTON	60	29-41	20	2	-
2400:11	KINGSTON	60	29-41	21	2	-
2400:12	KINGSTON	60	29-41	22	2	-
2400:13	KINGSTON	60	29-41	23	2	-
2400:14	KINGSTON	60	29-41	24	2	-
2400:15	KINGSTON	60	29-41	25	2	-
2400:16	KINGSTON	60	29-41	26	2	-
2400:17	KINGSTON	60	29-41	27	2	-
2400:18	KINGSTON	60	29-41	28	2	-
2400:19	KINGSTON	60	29-41	29	2	-
2400:20	KINGSTON	60	29-41	30	2	-
2400:21	KINGSTON	60	29-41	31	2	-
2400:22	KINGSTON	60	29-41	32	2	-
2400:23	KINGSTON	60	29-41	33	2	-
2400:24	KINGSTON	60	29-41	34	2	-
2400:25	KINGSTON	60	29-41	35	2	-
2400:26	KINGSTON	60	29-41	36	2	-
2400:27	KINGSTON	60	29-41	37	2	-
2400:28	KINGSTON	60	29-41	38	2	-
2400:29	KINGSTON	60	29-41	39	2	-
2400:30	KINGSTON	60	29-41	40	2	-
2400:31	KINGSTON	60	29-41	41	2	-
2400:32	KINGSTON	60	29-41	42	2	-
2400:33	KINGSTON	60	29-41	43	2	-

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Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2400:34	KINGSTON	60	29-41	44	2	-
2400:35	KINGSTON	60	29-41	45	2	-
2400:36	KINGSTON	60	29-41	46	2	-
2400:37	KINGSTON	60	29-41	47	2	-
2400:38	KINGSTON	60	29-41	48	2	-
2400:39	KINGSTON	60	29-41	49	2	-
2400:40	KINGSTON	60	29-41	50	2	-
2400:41	KINGSTON	60	29-41	51	2	-
2400:42	KINGSTON	60	29-41	52	2	-
2400:43	KINGSTON	60	29-41	53	2	-
2400:44	KINGSTON	60	29-41	54	2	-
2400:45	KINGSTON	60	29-41	55	2	-
2400:46	KINGSTON	60	29-41	56	2	-
2400:47	KINGSTON	60	29-41	57	2	-
2400:48	KINGSTON	60	29-41	58	2	-
2400:49	KINGSTON	60	29-41	59	2	-
2400:50	KINGSTON	60	29-41	60	2	-
2400:51	KINGSTON	60	29-41	61	2	-
2400:52	KINGSTON	60	29-41	62	2	-
2400:53	KINGSTON	60	29-41	63	2	-
2400:54	KINGSTON	60	29-41	64	2	-
2400:55	KINGSTON	60	29-41	65	2	-
2400:56	KINGSTON	60	29-41	66	2	-
2400:57	KINGSTON	60	29-41	67	2	-
2400:58	KINGSTON	60	29-41	68	2	-

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Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2400:59	KINGSTON	60	29-41	69	2	-
2400:60	KINGSTON	60	29-41	70	2	-
2400:61	KINGSTON	60	29-41	71	2	-
2400:62	KINGSTON	60	29-41	72	2	-
2400:63	KINGSTON	60	29-41	73	2	-
2400:64	KINGSTON	60	29-41	74	2	-
2400:65	KINGSTON	60	29-41	75	2	-
2400:66	KINGSTON	60	29-41	76	2	-
2400:67	KINGSTON	60	29-41	77	2	-
2400:68	KINGSTON	60	29-41	78	2	-
2400:69	KINGSTON	60	29-41	79	2	-
2400:70	KINGSTON	60	29-41	80	2	-
2400:71	KINGSTON	60	29-41	81	2	-
2400:72	KINGSTON	60	29-41	82	2	-
2400:73	KINGSTON	60	29-41	83	2	-
2400:74	KINGSTON	60	29-41	84	2	-
2400:75	KINGSTON	60	29-41	85	2	-
2400:76	KINGSTON	60	29-41	86	2	-
2400:77	KINGSTON	60	29-41	87	2	-
2400:78	KINGSTON	60	29-41	88	2	-
2400:79	KINGSTON	60	29-41	89	2	-
2400:80	KINGSTON	60	29-41	90	2	-
2400:81	KINGSTON	60	29-41	91	2	-
2400:82	KINGSTON	60	29-41	92	2	-
2400:83	KINGSTON	60	29-41	93	2	-

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Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2400:84	KINGSTON	60	29-41	94	2	-
2400:85	KINGSTON	60	29-41	95	2	-
2400:86	KINGSTON	60	29-41	96	2	-
2400:87	KINGSTON	60	29-41	97	2	-
2399:90	KINGSTON	60	29-41	CP	2	35
2410:81	KINGSTON	60	42	1	3	-
2410:82	KINGSTON	60	42	2	3	-
2410:83	KINGSTON	60	42	3	3	-
2410:84	KINGSTON	60	42	4	3	-
2410:85	KINGSTON	60	42	5	3	-
2410:86	KINGSTON	60	42	6	3	-
2410:87	KINGSTON	60	42	7	3	-
2410:88	KINGSTON	60	42	8	3	-
2410:89	KINGSTON	60	42	9	3	-
2410:90	KINGSTON	60	42	10	3	-
2410:91	KINGSTON	60	42	11	3	-
2410:92	KINGSTON	60	42	12	3	-
2410:93	KINGSTON	60	42	13	3	-
2410:94	KINGSTON	60	42	14	3	-
2410:95	KINGSTON	60	42	15	3	-
2410:96	KINGSTON	60	42	16	3	-
2410:97	KINGSTON	60	42	17	3	-
2410:98	KINGSTON	60	42	18	3	-
2410:99	KINGSTON	60	42	19	3	-
2410:100	KINGSTON	60	42	20	3	-

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Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2411:1	KINGSTON	60	42	21	3	-
2411:2	KINGSTON	60	42	22	3	-
2411:3	KINGSTON	60	42	23	3	-
2411:4	KINGSTON	60	42	24	3	-
2411:5	KINGSTON	60	42	25	3	-
2411:6	KINGSTON	60	42	26	3	-
2410:80	KINGSTON	60	42	CP	3	12
2444:81	KINGSTON	60	52	1	4	-
2444:82	KINGSTON	60	52	2	4	-
2444:83	KINGSTON	60	52	3	4	-
2444:84	KINGSTON	60	52	4	4	-
2444:85	KINGSTON	60	52	5	4	-
2444:86	KINGSTON	60	52	6	4	-
2444:87	KINGSTON	60	52	7	4	-
2444:88	KINGSTON	60	52	8	4	-
2444:89	KINGSTON	60	52	9	4	-
2444:90	KINGSTON	60	52	10	4	-
2444:91	KINGSTON	60	52	11	4	-
2444:92	KINGSTON	60	52	12	4	-
2444:93	KINGSTON	60	52	13	4	-
2444:94	KINGSTON	60	52	14	4	-
2444:95	KINGSTON	60	52	15	4	-
2444:96	KINGSTON	60	52	16	4	-
2444:97	KINGSTON	60	52	17	4	-
2444:98	KINGSTON	60	52	18	4	-

Approved form AF2019-4 approved by Fred Arugay, Deputy Registrar-General on 03/01/2019 under section 140 of the *Land Titles Act 1925* (approved forms)
This form revokes AF2012-91
Unauthorised version prepared by ACT Parliamentary Counsel's Office

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2444: 99	KINGSTON	60	52	19	4	-
2444: 100	KINGSTON	60	52	20	4	-
2445: 1	KINGSTON	60	52	21	4	-
2445: 2	KINGSTON	60	52	22	4	-
2445: 3	KINGSTON	60	52	23	4	-
2445: 4	KINGSTON	60	52	24	4	-
2445 5	KINGSTON	60	52	25	4	-
2445: 6	KINGSTON	60	52	26	4	-
2445: 7	KINGSTON	60	52	27	4	-
2445: 8	KINGSTON	60	52	28	4	-
2445: 9	KINGSTON	60	52	29	4	-
2445: 10	KINGSTON	60	52	30	4	-
2445: 11	KINGSTON	60	52	31	4	-
2445: 12	KINGSTON	60	52	32	4	-
2445: 13	KINGSTON	60	52	33	4	-
2445: 14	KINGSTON	60	52	34	4	-
2445: 15	KINGSTON	60	52	35	4	-
2445: 16	KINGSTON	60	52	36	4	-
2445: 17	KINGSTON	60	52	37	4	-
2445: 18	KINGSTON	60	52	38	4	-
2445: 19	KINGSTON	60	52	39	4	-
2445: 20	KINGSTON	60	52	40	4	-
2445: 21	KINGSTON	60	52	41	4	-
2445: 22	KINGSTON	60	52	42	4	-
2445: 23	KINGSTON	60	52	43	4	-

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Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2445: 24	KINGSTON	60	52	44	4	-
2445: 25	KINGSTON	60	52	45	4	-
2445: 26	KINGSTON	60	52	46	4	-
2445: 27	KINGSTON	60	52	47	4	-
2445: 28	KINGSTON	60	52	48	4	-
2445: 29	KINGSTON	60	52	49	4	-
2445: 30	KINGSTON	60	52	50	4	-
2445: 31	KINGSTON	60	52	51	4	-
2445: 32	KINGSTON	60	52	52	4	-
2445: 33	KINGSTON	60	52	53	4	-
2445: 34	KINGSTON	60	52	54	4	-
2445: 35	KINGSTON	60	52	55	4	-
2445: 36	KINGSTON	60	52	56	4	-
2445: 37	KINGSTON	60	52	57	4	-
2445: 38	KINGSTON	60	52	58	4	-
2445: 39	KINGSTON	60	52	59	4	-
2445: 40	KINGSTON	60	52	60	4	-
2445: 41	KINGSTON	60	52	61	4	-
2445: 42	KINGSTON	60	52	62	4	-
2445: 43	KINGSTON	60	52	63	4	-
2445: 44	KINGSTON	60	52	64	4	-
2445: 45	KINGSTON	60	52	65	4	-
2445: 46	KINGSTON	60	52	66	4	-
2445: 47	KINGSTON	60	52	67	4	-
2445: 48	KINGSTON	60	52	68	4	-

Approved form AF2019-4 approved by Fred Arugay, Deputy Registrar-General on 03/01/2019 under section 140 of the *Land Titles Act 1925* (approved forms)
This form revokes AF2012-91
Unauthorised version prepared by ACT Parliamentary Counsel's Office

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2445:49	KINGSTON	60	52	69	4	-
2445: 50	KINGSTON	60	52	70	4	-
2445: 51	KINGSTON	60	52	71	4	-
2445: 52	KINGSTON	60	52	72	4	-
2445: 53	KINGSTON	60	52	73	4	-
2445: 54	KINGSTON	60	52	74	4	-
2445:55	KINGSTON	60	52	75	4	-
2445: 56	KINGSTON	60	52	76	4	-
2445: 57	KINGSTON	60	52	77	4	-
2445: 58	KINGSTON	60	52	78	4	-
2445: 59	KINGSTON	60	52	79	4	-
2445: 60	KINGSTON	60	52	80	4	-
2445: 61	KINGSTON	60	52	81	4	-
2445: 62	KINGSTON	60	52	82	4	-
2445: 80	KINGSTON	60	52	CP	4	26
2432:27	KINGSTON	50	74		5, 8	17
					Lot Entitlement Total	100

DETAILS OF PARCELS PROPOSED AS COMMON PROPERTY				
Volume & Folio	District/Division	Section	Block	Lot
2395:63	KINGSTON	60	43-50	6
2432:26	KINGSTON	60	53	7

DEVELOPER'S EXECUTION	
Name of developer TNRC PTY LIMITED by is attorney ALFONSO DEL RIO pursuant to Power of Attorney ACT Registration No.0144120 Signature or common seal of developer Dated - 6/12/19	Full name of witness (if required) Amanda Leigh Noy 10/2 Phillip Law Street CANBERRA ACT 2601 Signature of witness (if required) Dated - 6/12/19

PLANNING AND LAND AUTHORITY APPROVAL	REGISTRAR-GENERAL REGISTRATION
The attached lot entitlement schedule was approved for registration Dated 16 this day of December 2019 Full Name and Signature of the delegate of the ACT Planning and Land Authority. IRMA SPRIG	The attached lot entitlement schedule for Community Title Scheme No 32 was registered Dated 9th this day of January ~~2019~~ 2020 Signature of Registrar-General

Approved form AF2019-4 approved by Fred Arugay, Deputy Registrar-General on 03/01/2019 under section 140 of the *Land Titles Act 1925* (approved forms)
This form revokes AF2012-91
Unauthorised version prepared by ACT Parliamentary Counsel's Office

ACT Government
Justice and Community Safety

OFFICE OF REGUI
ACT Justice and Community S

SR$3014050 14/07/2020 10:02:52 Skip D

3014050

SPECIAL RESOLUTION
BY OWNERS CORPORATION

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
CAPITAL SETTLEMENT SERVICES	GPO BOX 1860, CANBERRA CITY 2601	0418 662 109

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2444 : 80	KINGSTON	60	52	4802

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

Amend Rules 4 & 11 and Add Additional Rule 12

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)

THE OWNERS - UNITS PLAN No. 4802 Common Seal

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

Signature KPellatt	Signature Gones
Full Name (Block Letters) **KELLIE PELLATT**	Full Name (Block Letters) **GERALDINE JONES**
Address **GPO Box 1539, CANBERRA CITY**	Address **GPO Box 1539, CANBERRA CITY**
Office Held **ACCOUNTS ASSOCIATE**	Office Held **ACCOUNTS MANAGER**

OFFICE USE ONLY

Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by			
Registered by		Registration Date	21 JUL 2020

Approved form AF 2012 – 95 approved by Jon Quiggin, Deputy Registrar-General on 23/01/2012 under section 140 of the *Land Titles Act 1925* (approved forms)
This form revokes AF2010-61
Unauthorised version prepared by ACT Parliamentary Counsel's Office

02'6209 1515.
strataenquiry@independent.com.au
independent.com.au

GPO Box 1539
CANBERRA ACT 2612

independent

Minutes of the Annual General Meeting
4802 - Kingsborough Block D
17 The Causeway

Date: 2 June 2020 at 5:30pm

Venue: Zoom Meetings (Online)

AGENDA ITEMS AND MOTIONS AS DETERMINED BY THE OWNERS CORPORATION

MEETING FORMALITIES

Members Present:

Lot 10	Mr J Regan-Beasley
Lot 17	Ms E Turner
Lot 20	Mr S Singh
Lot 28	Mr J Williamson
Lot 34	Mr J Kirchner
Lot 42	Ms S Hunter
Lot 43	Mr J Wojcicka
Lot 53	Ms T Twala
Lot 57	Mr N Hamey & Ms E Hamey
Lot 62	Mr B Rayner & Mrs J Rayner
Lot 66	Mr D Choo
Lot 71	Mr M Stedman
Lots 1, 2, 3, 4, 5, 11, 12, 13, 14, 15, 16, 24, 27, 30, 32, 45, 47, 61, 73, 79, 80, 81 and 82	TNRC Pty Ltd (represented by Mr J Gasson).

THE OWNERS - UNITS PLAN No. 4802 Common Seal

Chairperson: Mr B Rayner was elected chairperson for this meeting.

Absentee Votes:

Lot 7	Mr D Castro & Ms L Spano
Lot 17	Fred & Sue Discretionary Trust
Lot 37	Mr H Swan & Mrs V Swan
Lot 39	Mrs M Lee
Lot 41	Mr D Hulmes
Lot 44	Mr A Davis
Lot 48	Mrs H Karmel & Mr T Karmel
Lot 55	D Diaconu & E Chirilco
Lot 56	N Drumgold
Lot 58	Ms S Howell
Lot 59	F Hepworth
Lot 63	Mr Zak Collins
Lot 65	Ms M Craigie & Mr P Steele
Lot 70	Mr D Williams & Mrs V Williams

Proxy Votes:

Lot 6	Mr F Gasson
Lot 67	U Ho

Quorum Status: A quorum of the Owners Corporation (OC) was not present, however the meeting proceeded on a reduced Quorum basis (as per Schedule 3.9 of the Unit Titles (Management) Act 2011) - See attached reduced quorum coversheet.

Representative: Ms N Robb, Ms M Power, Mr S Toole, Mr Z Qureshi representing Independent Strata Management Pty Ltd.
Mr J Walker & Mr M Farmer representing Inside Outside Facilities Services
Mr J Gasson representing Construction Control

1. INAUGURAL MINUTES

It was resolved that the Minutes of the Inaugural Meeting 13th of January 2020 be noted. **CARRIED**

2. INSURANCE RENEWAL

It was resolved that the Owners Corporation of UP 4802 authorise the Managing Agent to renew and adjust the building insurance in consultation with the Executive Committee. **CARRIED**

Secretarial Note: Mr J Gasson noted that all blocks should be insured with the same insurer. This would need to be discussed and agreed upon with the Community Title Committee.

3. INSURANCE – VALUATION

It was resolved that the Owners Corporation of UP 4802 authorise the Managing Agent to obtain an insurance valuation report. **CARRIED**

4. FINANCIAL STATEMENTS

It was resolved that the Owners Corporation of UP 4802 accept the financial statements as presented. **CARRIED**

5. APPOINTMENT OF SERVICE CONTRACTORS

It was resolved that the Executive Committee of UP 4802 be authorised to make determinations concerning appointment of a service contractors. **CARRIED**

6. BUDGET DEBATE - ADMINISTRATIVE FUND

It was resolved that the Owners Corporation of UP 4802 adopt the proposed Administrative Fund budget of $166,610.46 (excluding GST). **CARRIED**

7. BUDGET DEBATE - SINKING FUND

It was resolved that the Owners Corporation of UP 4802 adopt the proposed Sinking Fund budget of $15,146.41 (excluding GST) **CARRIED**

8. ADMINISTRATIVE AND SINKING FUND LEVY CONTRIBUTION

It was resolved that the Owners Corporation of UP 4802 agree that the approved budget for the 12 month period starting 1/5/20 will be raised in accordance with the unit entitlements on a Quarterly basis being 01/07/2020, 01/10/2020, 01/01/2021, 01/04/2021. **CARRIED**

9. SINKING FUND FORECAST REPORT

It was resolved that the Owners Corporation of UP 4802 give consent to obtain a updated Sinking Fund Forecast Report to be approved and accepted by the Executive Committee. **CARRIED**

10. INVESTMENT OF FUNDS

It was resolved that the Executive Committee of UP 4802 be authorised to make determinations concerning investment of surplus funds into appropriate interest bearing accounts. **CARRIED**

11. ELECTION OF COMMITTEE

It was resolved that the Owners Corporation of UP 4802 agree to appoint 7 Owners to form the Executive Committee until the next Annual General Meeting. **CARRIED**

It was agreed that seven owners would form the Executive Committee comprising of:

Mr J Regan-Beasley, Mr D Choo, Mr B Rayner, Mr N Hamey, Ms S Hunter, Mr J Wojcicka and Mr S Singh.

THE OWNERS - UNITS PLAN No. 4802 Common Seal

12. HOUSE RULES

It was resolved that the Owners Corporation of UP 4802 authorise the Executive Committee to derive a set of House Rules for further consideration, adoption and registration (as Rule 13) at next year's General Meeting. **CARRIED**

Secretarial Note: *Both the BBQ area and the playground belong to Units Plan 4802 and are used by all Kingsborough blocks. Rules surrounding their use should be incorporated into the House Rules.*

13. RULE AMENDMENTS AND ADDITIONS - Administrative Fund

It was resolved that the Owners Corporation of UP4802 amend the Default Rules of the Unit Titles (Management) Act 2011 for adoption and registration with all costs for registering be expended from the Administrative Fund. **CARRIED**

14. RULE AMENDMENTS AND ADDITIONS - Erections and alterations

It was resolved that the Owners Corporation of UP 4802 Rule 4 of the Default Rules be amended to read as follows: **CARRIED**

4 Erections and alterations

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

a. in accordance with the express permission of the ~~Owners Corporation by unopposed resolution~~ ***Executive Committee***; and

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

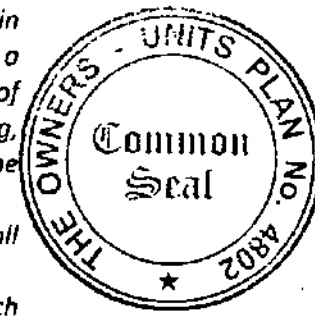
Permission may be given subject to conditions stated in the resolution.

15. RULE AMENDMENTS AND ADDITIONS - Recovery of Legal Fees

It was resolved that the additional Rule (Rule 12) be inserted into the Default Rules as follows and that all costs for registering be expended from the Administrative Fund. **CARRIED**

12 Recovery of Legal Fees

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



16. RULE AMENDMENTS AND ADDITIONS - Seal of Owners Corporation

It was resolved that Rule 11 of the Default Rules be amended to include Clause 2(a) and reads as follows: **CARRIED**

11 Seal of Owners Corporation

2. Managing agent may affix seal

a. The common seal may be affixed to:

i. Reduced quorum meeting notices;
ii. *Rules* registration documents;
iii. Notice of *Change of Address for Service of Documents for a Body Corporate* at the Land Titles Office; and
iv. Certifications under Section 119 of the Act by the managing agent of the Owners Corporation without following procedure in Rule 11.1.

17. AUTHORITY TO ISSUE RULE INFRINGMENT NOTICES

It was resolved that the Owners Corporation of UP4802 authorise the Managing Agent to issue rule infringement notices on behalf of the Executive Committee. **CARRIED**

18. APPLICATION REQUESTS

It was resolved that the Owners Corporation of UP4802 approve **CARRIED**

- the pet application (2x dogs) for unit 21.
- the pet application (1x dog) for unit 62.
- the pet application (1x cat) for unit 65.
- the internal renovations to unit 58 as outlined.

Secretarial Note: *It was agreed that the clothesline application for unit 58 would be passed onto the elected Executive Committee for further discussion prior to approval being given.*

THE OWNERS - UNITS PLAN No. 4802
Common Seal

19. General Information

Balconies and Clotheslines
It was noted at the inaugural meeting *it was unanimously resolved that balconies and internal corridors are always to be kept clean and tidy condition. Under no circumstance is washing permitted on the balconies.*

Should unit owners wish to store clotheslines on their courtyards or balconies they are not to be visible from the external of the unit, and therefore detract from the overall appearance of the complex. Privacy screening maybe a suitable option for some units, however an application form would need to be provided to the Executive Committee for further consideration.

Noise
Owners raised their concerns regarding the construction noise throughout D Block and being outside of the guidelines. Mr J Gasson noted that their works are being completed only within the designated timeframes, however, should be finalised within the week and this should no longer be a concern.

It was reported that Unit 302 are running a gym out of their apartment, causing noise disturbances to the surrounding units. Notice is to be given to the owner / resident that this is not permitted.

Rubbish Disposal
Residents are dumping cardboard boxes and other items in the waste room which the Building Manager is having to remove. Any additional charges applied for the removal of the rubbish are on-charged to the Owners Corporation which therefore could increase levies. The Strata Manager is to obtain quotes for CCTV cameras and fob allocation for further consideration of the Executive Committee.

Condensation
It is noted to avoid condensation in the unit, to leave a window open or use the extraction fan where appropriate.

Waste Pumps Alerts
This has been an ongoing issue for some time and appears to be a problem with the feet on the pump causing the mechanism to tip over or causing the alarm to trigger. This is not remotely monitored; however, the Building Manager checks for alarms as part of his property inspections and in the event of an alarm reports to the appropriate persons. Qmax have been reattending site to repair, however they will need to pump the sullage out of the pit in order for it to be repaired.

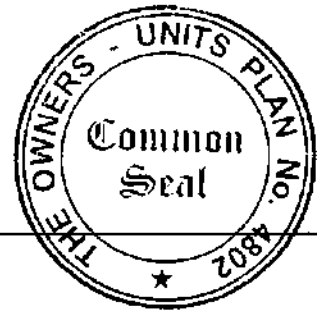
It was noted that every complex has one pump, in this case, it goes to a pit in the basement which gets pumped into a riser and into a main.

Yours faithfully
Independent Strata Management Pty Limited

THE OWNERS - UNITS PLAN NO. 4802 Common Seal

Maddy Power
Strata Manager for Independent Strata Management Ltd Pty
On behalf of Unit Plan 4802
Email: strataenquiry@independent.com.au
Phone: 6209 1515

Default Rules for UP 4802



1 Definitions—Default Rules

(1) In these Rules:

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

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

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

2 Payment of rates and taxes by unit Owners

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

3 Repairs and maintenance

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

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

4 Erections and alterations

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

(a) in accordance with the express permission of the ~~Owners Corporation by unopposed resolution~~ ***Executive Committee***; and

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

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

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

5 Use of common property

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

6 Hazardous use of unit

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

7 Use of unit—nuisance or annoyance

(1) A unit owner must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner, occupier or user of another unit.

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

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

(4) Permission may be withdrawn by special resolution of the Owners Corporation.

8 Noise

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

(2) This rule does not apply to the making of a noise if the Executive Committee has given the person responsible for making the noise written permission to do so.

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

(4) Permission may be withdrawn by special resolution of the Owners Corporation.

9 Illegal use of unit

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

10 What may an Executive Committee representative do?

(1) An Executive Committee representative may do any of the following in relation to a unit at all reasonable times:

(a) if the Committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit—inspect the unit to investigate the breach;

(b) carry out any maintenance required under the Act or these rules;

(c) do anything else the Owners Corporation is required to do under the Act or these rules.

(2) An Executive Committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned in Subrule (1).

(3) An Executive Committee representative is not authorised to do anything in relation to a unit mentioned in Subrule (1) unless—

(a) the Executive Committee or the representative has given the owner, occupier or user of the unit reasonable notice of his or her intention to do the thing; or

(b) in an emergency, it is essential that it be done without notice.

(4) The Executive Committee may give a written authority to a person to represent the Corporation under this rule.

11 Seal of Owners Corporation

(1) For the attaching of the seal of the Owners Corporation to a document to be effective—

(a) the seal must be attached by decision of the Executive Committee; and
Note - Executive Committee decisions must be made by majority vote, or by unanimous vote if there are only 2 members of the Committee (see Unit Titles Act 2001, s 88).

(b) the seal must be attached in the presence of two (2) Executive members; and

(c) the Executive members witnessing the attaching of the seal must sign the document as witnesses.

(2) Managing agent may affix seal -

(a) The common seal may be affixed to reduced quorum meeting notices and certificates under Section 119 of the Act by the managing agent of the Owners Corporation without following the procedure in Rule 11.1

THE OWNERS - UNITS PLAN No. 4802
Common Seal

12 **Recovery of Legal Fees**

(1) If an Owners Corporation incurs legal fees or other costs in any legal or administrative action against a unit holder, the unit holder shall, unless a court order directs otherwise, be liable to pay the Owners Corporation the amount of the legal fees or other costs incurred by the Owners Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.

(2) The unit holder agrees that any monies which are payable pursuant to Clause 1 shall be a debt enforceable by the Owners Corporation against the unit holder.

(3) The legal fees and other costs payable in accordance with Clause 1 shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owners Corporation. For the avoidance of doubt, any legal fees or other costs incurred by the Owners Corporation which cannot be evidenced by a written invoice as due and payable, shall not form part of, and will not be recoverable against, in accordance with Clause 1.

(4) The Owners Corporation shall not commence any action against any unit holder other than to recover outstanding levies, without a majority vote from a Special General Meeting.

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ACT Government

Access Canberra.

3066757

Chief Minister, Treasury and Economic Development Directorate

APPLICATION TO AMEND A PROGRESSIVE DEVELOPMENT FOR A COMMUNITY TITLE SCHEME

Land Titles Act 1925

Form 098 – CTSA

LODGING PARTY DETAILS			
Name	Email Address	Customer Reference Number	Contact Telephone Number
Clayton Utz	conveyancing@claytonutz.com		02 6279 4009

IS THIS A PROGRESSIVE DEVELOPMENT?	
☒ YES	☐ NO

COMMUNITY TITLE SCHEME DETAILS	
Scheme Number	Volume and Folio Details of Existing Common Property Titles
32	2395:63 2432:26

PROGRESSIVE DEVELOPMENT DETAILS	
List the Stage Number being submitted with this application (ie. 1 of 3)	List the total number of stages in this Community Title Scheme (ie. 3)
4 of 4	4

ADDITIONAL TITLE AND LAND DETAILS PROPOSED AS COMMON PROPERTY				
Volume & Folio	District/Division	Section	Block	Lot
3005.751	KINGSTON	60	55	8

TITLE AND LAND DETAILS NOT BEING COMMON PROPERTY TO BE REMOVED, IF ANY				
Volume & Folio	District/Division	Section	Block	Lot

TITLE AND LAND DETAILS NOT BEING PROPOSED AS COMMON PROPERTY						
Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
3005.750	KINGSTON	60	54		5	17

DOCUMENTS TO BE ATTACHED FOR A PROGRESSIVE DEVELOPMENT SCHEME

1. Progressive Development Site Plan for Community Title clearly indicating the parcels situated in this stage;

2. Authorisation from the Planning and Land Authority;

3. Certificates of title to any land not formerly within, or being removed from, the scheme; and,

4. An updated Lot Entitlement Schedule.

DOCUMENTS TO BE ATTACHED TO AMEND A SCHEME

~~1. The proposed scheme as amended, indicating the amendments;~~

~~2. Authorisation from the Planning and Land Authority;~~

~~3. Certificates of title to any land not formerly within, or being removed from, the scheme; and,~~

~~4. An updated Lot Entitlement Schedule.~~

CERTIFICATION **Delete the inapplicable*

Applicant

*The Certifier has taken reasonable steps to verify the identity of the Applicant or his, her or its administrator or attorney.
*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
*The Certifier has retained the evidence to support this Registry Instrument or Document.
*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

Alfonso del Rio
Lawyer
for: TNRC PTY LIMITED ACN 151 527 141

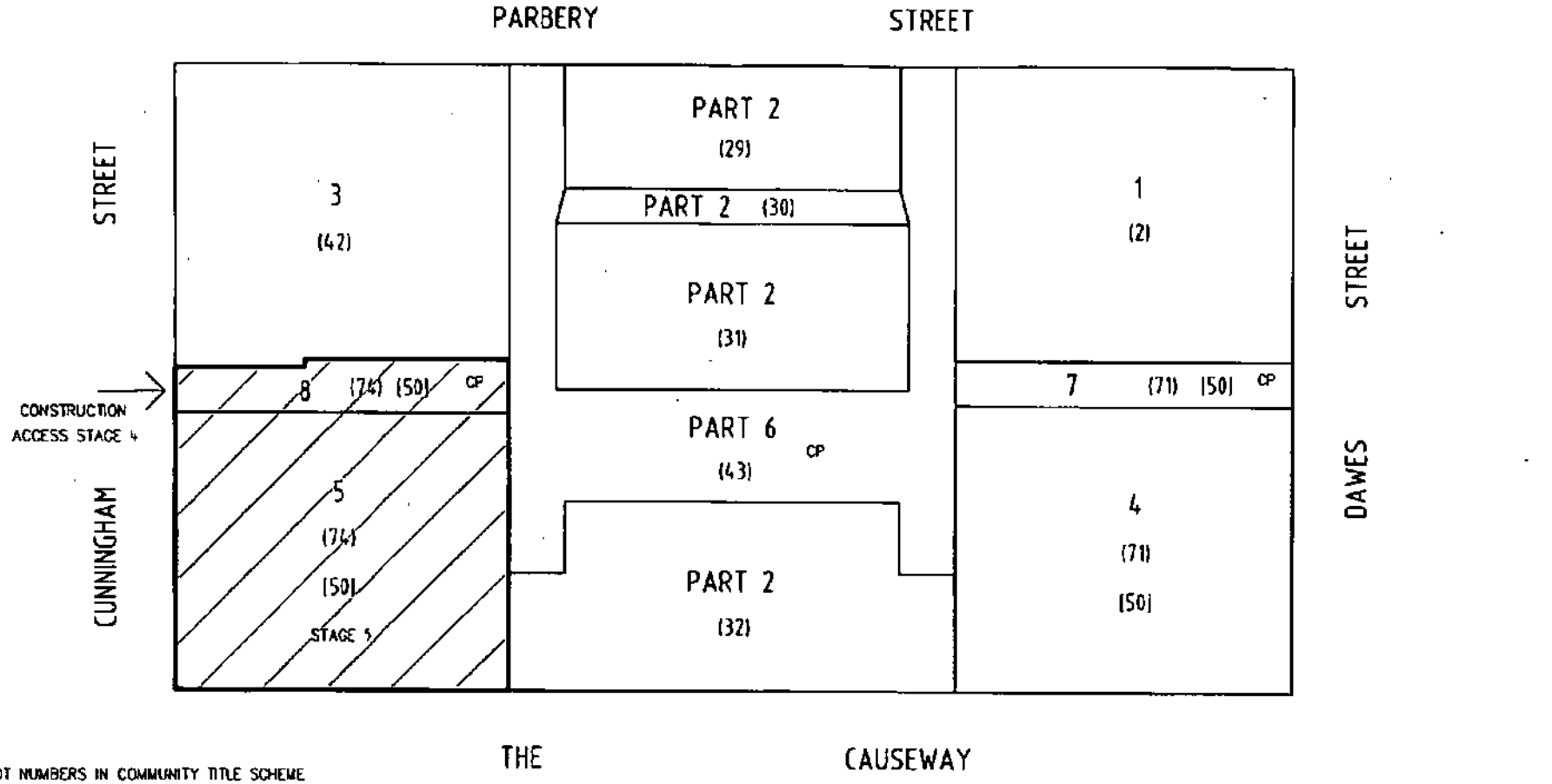
on behalf of the Applicant

OFFICE USE ONLY

Lodged by		Registered date / by	19 MAR 2021
Data entered by		Attachments/Annexures	

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):

EASEMENTS FOR SUPPORT – SECTION 70
EASEMENTS FOR UTILITY SERVICES – SECTION 71
EASEMENTS FOR SHELTER – SECTION 72
EASEMENTS FOR PROJECTIONS – SECTION 73
EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY – SECTION 74



LEGEND

1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
(40) DENOTES BLOCK NUMBERS IN DIVISION OF KINGSTON DEPOSITED PLAN 11629
[50] DENOTES SECTION NUMBERS IN DIVISION OF KINGSTON DEPOSITED PLAN 11627
CP DENOTES COMMON PROPERTY
STAGE BOUNDARIES

BOUNDARIES AT GROUND FLOOR ONLY

SHEET No 4 of 4 SHEETS

Applicant

Monica Saad
Delegate of the Authority/Executive

Dave Peffer
Registrar-General
Registar-General

LOTS: 1-8
SECTION: 60
DIVISION: KINGSTON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:600 0 5 10 20 30 METRES

STAGE PLAN – STAGE 4

COMMUNITY TITLE SCHEME No 32

ACT Government

Access Canberra.

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

LOT ENTITLEMENT SCHEDULE FOR A PROGRESSIVE DEVELOPMENT WITHIN A COMMUNITY TITLE SCHEME

Land Titles Act 1925

Form 099 - CTLP

DETAILS OF PARCELS NOT BEING PROPOSED AS COMMON PROPERTY

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2399:51	KINGSTON	60	2	1	1	-
2399:52	KINGSTON	60	2	2	1	-
2399:53	KINGSTON	60	2	3	1	-
2399:54	KINGSTON	60	2	4	1	-
2399:55	KINGSTON	60	2	5	1	-
2399:56	KINGSTON	60	2	6	1	-
2399:57	KINGSTON	60	2	7	1	-
2399:58	KINGSTON	60	2	8	1	-
2399:59	KINGSTON	60	2	9	1	-
2399:60	KINGSTON	60	2	10	1	-
2399:61	KINGSTON	60	2	11	1	-
2399:62	KINGSTON	60	2	12	1	-
2399:63	KINGSTON	60	2	13	1	-
2399:64	KINGSTON	60	2	14	1	-
2399:65	KINGSTON	60	2	15	1	-
2399:66	KINGSTON	60	2	16	1	-
2399:67	KINGSTON	60	2	17	1	-
2399:68	KINGSTON	60	2	18	1	-

Approved form AF2019-4 approved by Fred Arugay, Deputy Registrar-General on 03/01/2019 under section 140 of the *Land Titles Act 1925* (approved forms)
This form revokes AF2012-91
Unauthorised version prepared by ACT Parliamentary Counsel's Office

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2399:69	KINGSTON	60	2	19	1	-
2399:70	KINGSTON	60	2	20	1	-
2399:71	KINGSTON	60	2	21	1	-
2399:72	KINGSTON	60	2	22	1	-
2399:73	KINGSTON	60	2	23	1	-
2399:74	KINGSTON	60	2	24	1	-
2399:50	KINGSTON	60	2	CP	1	10
2399:91	KINGSTON	60	29-41	1	2	-
2399:92	KINGSTON	60	29-41	2	2	-
2399:93	KINGSTON	60	29-41	3	2	-
2399:94	KINGSTON	60	29-41	4	2	-
2399:95	KINGSTON	60	29-41	5	2	-
2399:96	KINGSTON	60	29-41	6	2	-
2399:97	KINGSTON	60	29-41	7	2	-
2399:98	KINGSTON	60	29-41	8	2	-
2399:99	KINGSTON	60	29-41	9	2	-
2399:100	KINGSTON	60	29-41	10	2	-
2400:1	KINGSTON	60	29-41	11	2	-
2400:2	KINGSTON	60	29-41	12	2	-
2400:3	KINGSTON	60	29-41	13	2	-
2400:4	KINGSTON	60	29-41	14	2	-
2400:5	KINGSTON	60	29-41	15	2	-
2400:6	KINGSTON	60	29-41	16	2	-
2400:7	KINGSTON	60	29-41	17	2	-
2400:8	KINGSTON	60	29-41	18	2	-
2400:9	KINGSTON	60	29-41	19	2	-
2400:10	KINGSTON	60	29-41	20	2	-
2400:11	KINGSTON	60	29-41	21	2	-
2400:12	KINGSTON	60	29-41	22	2	-

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Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2400:13	KINGSTON	60	29-41	23	2	-
2400:14	KINGSTON	60	29-41	24	2	-
2400:15	KINGSTON	60	29-41	25	2	-
2400:16	KINGSTON	60	29-41	26	2	-
2400:17	KINGSTON	60	29-41	27	2	-
2400:18	KINGSTON	60	29-41	28	2	-
2400:19	KINGSTON	60	29-41	29	2	-
2400:20	KINGSTON	60	29-41	30	2	-
2400:21	KINGSTON	60	29-41	31	2	-
2400:22	KINGSTON	60	29-41	32	2	-
2400:23	KINGSTON	60	29-41	33	2	-
2400:24	KINGSTON	60	29-41	34	2	-
2400:25	KINGSTON	60	29-41	35	2	-
2400:26	KINGSTON	60	29-41	36	2	-
2400:27	KINGSTON	60	29-41	37	2	-
2400:28	KINGSTON	60	29-41	38	2	-
2400:29	KINGSTON	60	29-41	39	2	-
2400:30	KINGSTON	60	29-41	40	2	-
2400:31	KINGSTON	60	29-41	41	2	-
2400:32	KINGSTON	60	29-41	42	2	-
2400:33	KINGSTON	60	29-41	43	2	-
2400:34	KINGSTON	60	29-41	44	2	-
2400:35	KINGSTON	60	29-41	45	2	-
2400:36	KINGSTON	60	29-41	46	2	-
2400:37	KINGSTON	60	29-41	47	2	-
2400:38	KINGSTON	60	29-41	48	2	-
2400:39	KINGSTON	60	29-41	49	2	-
2400:40	KINGSTON	60	29-41	50	2	-
2400:41	KINGSTON	60	29-41	51	2	-
2400:42	KINGSTON	60	29-41	52	2	-

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Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2400:43	KINGSTON	60	29-41	53	2	-
2400:44	KINGSTON	60	29-41	54	2	-
2400:45	KINGSTON	60	29-41	55	2	-
2400:46	KINGSTON	60	29-41	56	2	-
2400:47	KINGSTON	60	29-41	57	2	-
2400:48	KINGSTON	60	29-41	58	2	-
2400:49	KINGSTON	60	29-41	59	2	-
2400:50	KINGSTON	60	29-41	60	2	-
2400:51	KINGSTON	60	29-41	61	2	-
2400:52	KINGSTON	60	29-41	62	2	-
2400:53	KINGSTON	60	29-41	63	2	-
2400:54	KINGSTON	60	29-41	64	2	-
2400:55	KINGSTON	60	29-41	65	2	-
2400:56	KINGSTON	60	29-41	66	2	-
2400:57	KINGSTON	60	29-41	67	2	-
2400:58	KINGSTON	60	29-41	68	2	-
2400:59	KINGSTON	60	29-41	69	2	-
2400:60	KINGSTON	60	29-41	70	2	-
2400:61	KINGSTON	60	29-41	71	2	-
2400:62	KINGSTON	60	29-41	72	2	-
2400:63	KINGSTON	60	29-41	73	2	-
2400:64	KINGSTON	60	29-41	74	2	-
2400:65	KINGSTON	60	29-41	75	2	-
2400:66	KINGSTON	60	29-41	76	2	-
2400:67	KINGSTON	60	29-41	77	2	-
2400:68	KINGSTON	60	29-41	78	2	-
2400:69	KINGSTON	60	29-41	79	2	-
2400:70	KINGSTON	60	29-41	80	2	-
2400:71	KINGSTON	60	29-41	81	2	-
2400:72	KINGSTON	60	29-41	82	2	-

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Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2400:73	KINGSTON	60	29-41	83	2	-
2400:74	KINGSTON	60	29-41	84	2	-
2400:75	KINGSTON	60	29-41	85	2	-
2400:76	KINGSTON	60	29-41	86	2	-
2400:77	KINGSTON	60	29-41	87	2	-
2400:78	KINGSTON	60	29-41	88	2	-
2400:79	KINGSTON	60	29-41	89	2	-
2400:80	KINGSTON	60	29-41	90	2	-
2400:81	KINGSTON	60	29-41	91	2	-
2400:82	KINGSTON	60	29-41	92	2	-
2400:83	KINGSTON	60	29-41	93	2	-
2400:84	KINGSTON	60	29-41	94	2	-
2400:85	KINGSTON	60	29-41	95	2	-
2400:86	KINGSTON	60	29-41	96	2	-
2400:87	KINGSTON	60	29-41	97	2	-
2399:90	KINGSTON	60	29-41	CP	2	35
2410:81	KINGSTON	60	42	1	3	-
2410:82	KINGSTON	60	42	2	3	-
2410:83	KINGSTON	60	42	3	3	-
2410:84	KINGSTON	60	42	4	3	-
2410:85	KINGSTON	60	42	5	3	-
2410:86	KINGSTON	60	42	6	3	-
2410:87	KINGSTON	60	42	7	3	-
2410:88	KINGSTON	60	42	8	3	-
2410:89	KINGSTON	60	42	9	3	-
2410:90	KINGSTON	60	42	10	3	-
2410:91	KINGSTON	60	42	11	3	-
2410:92	KINGSTON	60	42	12	3	-
2410:93	KINGSTON	60	42	13	3	-
2410:94	KINGSTON	60	42	14	3	-

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2410:95	KINGSTON	60	42	15	3	-
2410:96	KINGSTON	60	42	16	3	-
2410:97	KINGSTON	60	42	17	3	-
2410:98	KINGSTON	60	42	18	3	-
2410:99	KINGSTON	60	42	19	3	-
2410:100	KINGSTON	60	42	20	3	-
2411:1	KINGSTON	60	42	21	3	-
2411:2	KINGSTON	60	42	22	3	-
2411:3	KINGSTON	60	42	23	3	-
2411:4	KINGSTON	60	42	24	3	-
2411:5	KINGSTON	60	42	25	3	-
2411:6	KINGSTON	60	42	26	3	-
2410:80	KINGSTON	60	42	CP	3	12
2444:81	KINGSTON	60	52	1	4	-
2444:82	KINGSTON	60	52	2	4	-
2444:83	KINGSTON	60	52	3	4	-
2444:84	KINGSTON	60	52	4	4	-
2444:85	KINGSTON	60	52	5	4	-
2444:86	KINGSTON	60	52	6	4	-
2444:87	KINGSTON	60	52	7	4	-
2444:88	KINGSTON	60	52	8	4	-
2444:89	KINGSTON	60	52	9	4	-
2444:90	KINGSTON	60	52	10	4	-
2444:91	KINGSTON	60	52	11	4	-
2444:92	KINGSTON	60	52	12	4	-
2444:93	KINGSTON	60	52	13	4	-
2444:94	KINGSTON	60	52	14	4	-
2444:95	KINGSTON	60	52	15	4	-
2444:96	KINGSTON	60	52	16	4	-
2444:97	KINGSTON	60	52	17	4	-

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Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2444:98	KINGSTON	60	52	18	4	-
2444:99	KINGSTON	60	52	19	4	-
2444:100	KINGSTON	60	52	20	4	-
2445:1	KINGSTON	60	52	21	4	-
2445:2	KINGSTON	60	52	22	4	-
2445:3	KINGSTON	60	52	23	4	-
2445:4	KINGSTON	60	52	24	4	-
2445:5	KINGSTON	60	52	25	4	-
2445:6	KINGSTON	60	52	26	4	-
2445:7	KINGSTON	60	52	27	4	-
2445:8	KINGSTON	60	52	28	4	-
2445:9	KINGSTON	60	52	29	4	-
2445:10	KINGSTON	60	52	30	4	-
2445:11	KINGSTON	60	52	31	4	-
2445:12	KINGSTON	60	52	32	4	-
2445:13	KINGSTON	60	52	33	4	-
2445:14	KINGSTON	60	52	34	4	-
2445:15	KINGSTON	60	52	35	4	-
2445:16	KINGSTON	60	52	36	4	-
2445:17	KINGSTON	60	52	37	4	-
2445:18	KINGSTON	60	52	38	4	-
2445:19	KINGSTON	60	52	39	4	-
2445:20	KINGSTON	60	52	40	4	-
2445:21	KINGSTON	60	52	41	4	-
2445:22	KINGSTON	60	52	42	4	-
2445:23	KINGSTON	60	52	43	4	-
2445:24	KINGSTON	60	52	44	4	-
2445:25	KINGSTON	60	52	45	4	-
2445:26	KINGSTON	60	52	46	4	-
2445:27	KINGSTON	60	52	47	4	-

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Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2445:28	KINGSTON	60	52	48	4	-
2445:29	KINGSTON	60	52	49	4	-
2445:30	KINGSTON	60	52	50	4	-
2445:31	KINGSTON	60	52	51	4	-
2445:32	KINGSTON	60	52	52	4	-
2445:33	KINGSTON	60	52	53	4	-
2445:34	KINGSTON	60	52	54	4	-
2445:35	KINGSTON	60	52	55	4	-
2445:36	KINGSTON	60	52	56	4	-
2445:37	KINGSTON	60	52	57	4	-
2445:38	KINGSTON	60	52	58	4	-
2445:39	KINGSTON	60	52	59	4	-
2445:40	KINGSTON	60	52	60	4	-
2445:41	KINGSTON	60	52	61	4	-
2445:42	KINGSTON	60	52	62	4	-
2445:43	KINGSTON	60	52	63	4	-
2445:44	KINGSTON	60	52	64	4	-
2445:45	KINGSTON	60	52	65	4	-
2445:46	KINGSTON	60	52	66	4	-
2445:47	KINGSTON	60	52	67	4	-
2445:48	KINGSTON	60	52	68	4	-
2445:49	KINGSTON	60	52	69	4	-
2445:50	KINGSTON	60	52	70	4	-
2445:51	KINGSTON	60	52	71	4	-
2445:52	KINGSTON	60	52	72	4	-
2445:53	KINGSTON	60	52	73	4	-
2445:54	KINGSTON	60	52	74	4	-
2445:55	KINGSTON	60	52	75	4	-
2445:56	KINGSTON	60	52	76	4	-
2445:57	KINGSTON	60	52	77	4	-

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Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2445:58	KINGSTON	60	52	78	4	-
2445:59	KINGSTON	60	52	79	4	-
2445:60	KINGSTON	60	52	80	4	-
2445:61	KINGSTON	60	52	81	4	-
2445:62	KINGSTON	60	52	82	4	-
2444:80	KINGSTON	60	52	CP	4	26
3005:750	KINGSTON	60	54		5	17
						100

DETAILS OF PARCELS PROPOSED AS COMMON PROPERTY

Volume & Folio	District/Division	Section	Block	Lot
2395:63	KINGSTON	60	43-50	6
2432:26	KINGSTON	60	53	7
3005:751	KINGSTON	60	55	8

DEVELOPER'S EXECUTION

Name of developer
TNRC PTY LIMITED by is attorney ALFONSO DEL RIO pursuant to Power of Attorney ACT Registration No.0144120

Signature or common seal of developer
Dated - 4-2-2021

Full name of witness (if required)

Amanda Leigh Noy

10/2 Phillip Law Street
CANBERRA ACT 2601

Signature of witness (if required)
Dated - 4-2-2021

PLANNING AND LAND AUTHORITY APPROVAL

The attached lot entitlement schedule was approved for registration

Dated 17th this day of February ~~2020~~ 2021

Jonathan Teasdale

Full Name and Signature of the delegate of the ACT Planning and Land Authority.

REGISTRAR-GENERAL REGISTRATION

The attached lot entitlement schedule for Community Title Scheme No 32 was registered

Dated this day of 2020

David Pryce
Registrar-General

Signature of Registrar-General

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#32

CLAYTON UTZ

Site Plan

Lots 1 - 8

Blocks 2, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49 and 50
Section 60 Kingston

and

Blocks 71 and 74
Section 50 Kingston

CLAYTON UTZ

Master Plan

Lots 1 - 8

Blocks 2, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49 and 50
Section 60 Kingston

and

Blocks 71 and 74
Section 50 Kingston

Clayton Utz
Lawyers
Level 10 2 Phillip Law Street Canberra ACT 2601 Australia
GPO Box 9806 Canberra ACT 2601
T +61 2 6279 4000 F +61 2 6279 4099

www.claytonutz.com

Our reference 216/80177191

216/80177191/329213137

Master Plan

1. Site Plan

A Plan of 21 sheets complying with the requirements of Section 6(a) of the *Community Title Act 2001* (**Act**) and the *Community Title Regulations 2002* (**Regulations**) is provided. In accordance with the Act and the Regulations, the Plan:

(a) delineates the Land;

(b) indicates each Lot included in the Scheme;

(c) indicates the Common Property;

(d) shows the distances of each existing building from the boundaries of the Lot;

(e) shows the building envelope (**BE**) for buildings to be constructed (together with the proposed distances of each building from the boundaries of the Lot);

(f) shows each road within the boundaries of the Land;

(g) indicates the proposed stages of development of the Scheme; and

(h) is drawn to scale and shows a north point.

2. Sketch

A sketch complying with the requirements of section 6(b) of the Act is attached. The Scheme does not identify any particular colours or materials required for buildings forming part of the Scheme, nor does it prescribe any particular landscaping requirements.

3. General Theme

The Scheme does not contain a general architectural or landscaping theme for the residential dwellings or the community property.

4. Services and Easements

All Lots forming part of community title i.e. Lots 1-8 have the benefit of following statutory easements under Part 10 of the *Community Title Act 2001* (ACT):

(a) easements for support - section 70;

(b) easements for utility services - section 71;

(c) easements for shelter - section 72;

(d) easements for projections - section 73; and

(e) easements for maintenance of building close to boundary - section 74.

Signed by Monica Saad)
an authorised delegate of the Planning)
and Land Authority:)

.....
Delegate

15-01-19

Executed by TNRC Pty Limited ACN 151 527 141 in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director

PETER JOHN WRIGHT
Full name of director

Signature of company secretary/director

JOHN GILROY GASSON
Full name of company secretary/director

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):

EASEMENTS FOR SUPPORT – SECTION 70
EASEMENTS FOR UTILITY SERVICES – SECTION 71
EASEMENTS FOR SHELTER – SECTION 72
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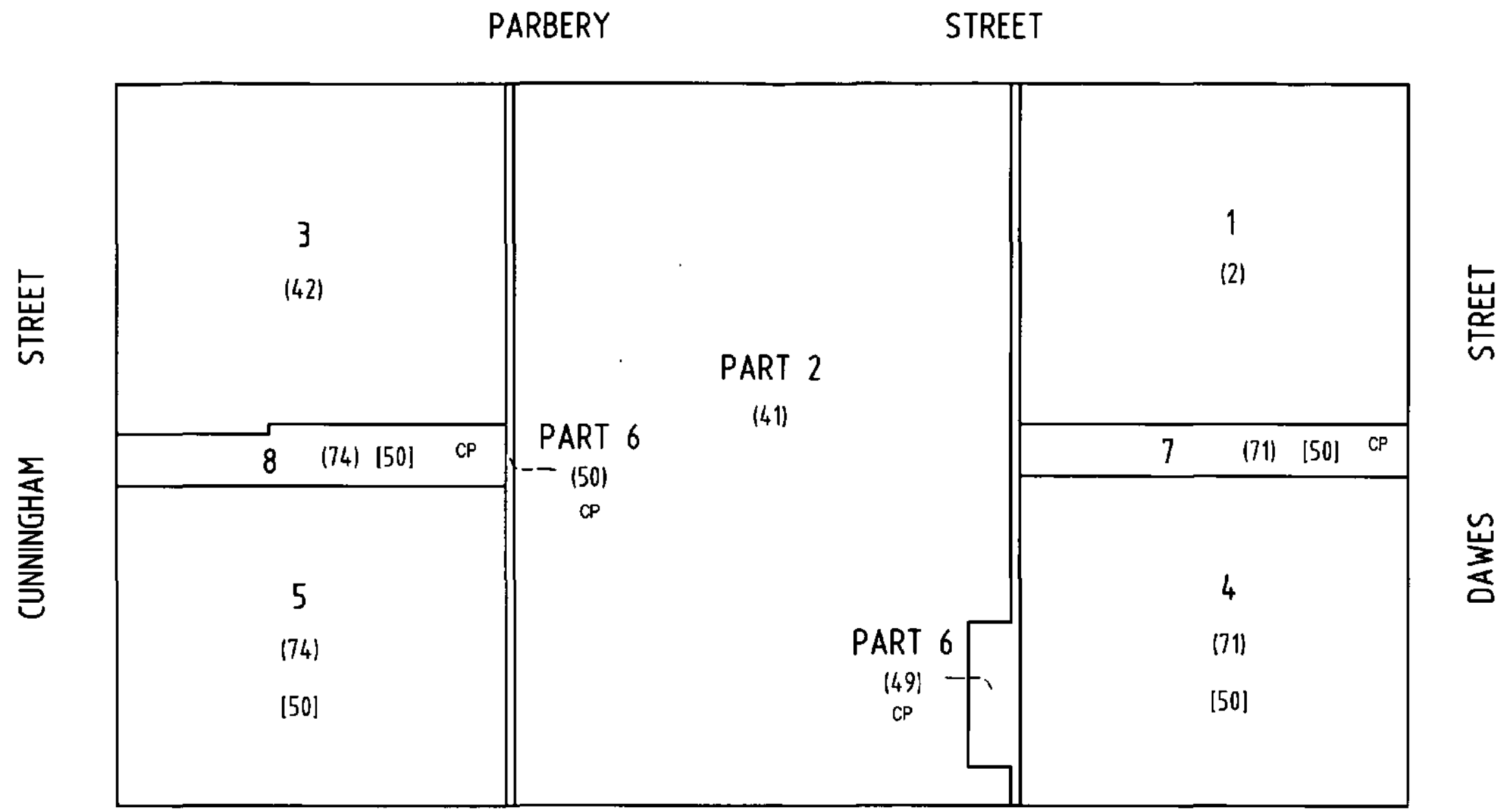

LEGEND

1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
(40) DENOTES BLOCK NUMBERS IN DIVISION OF KINGSTON DEPOSITED PLAN 11629
[50] DENOTES SECTION NUMBERS IN DIVISION OF KINGSTON DEPOSITED PLAN 11627
CP DENOTES COMMON PROPERTY

BOUNDARIES AT BELOW BASEMENT ONLY

Applicant

Monica Saad
Delegate of the Authority/Executive

Dave Peffer
Registrar-General
Registar–General

LOTS: 1-8
SECTION: 60
DIVISION: KINGSTON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:600 0 5 10 20 30 METRES

SITE PLAN

COMMUNITY TITLE
SCHEME No 32

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):

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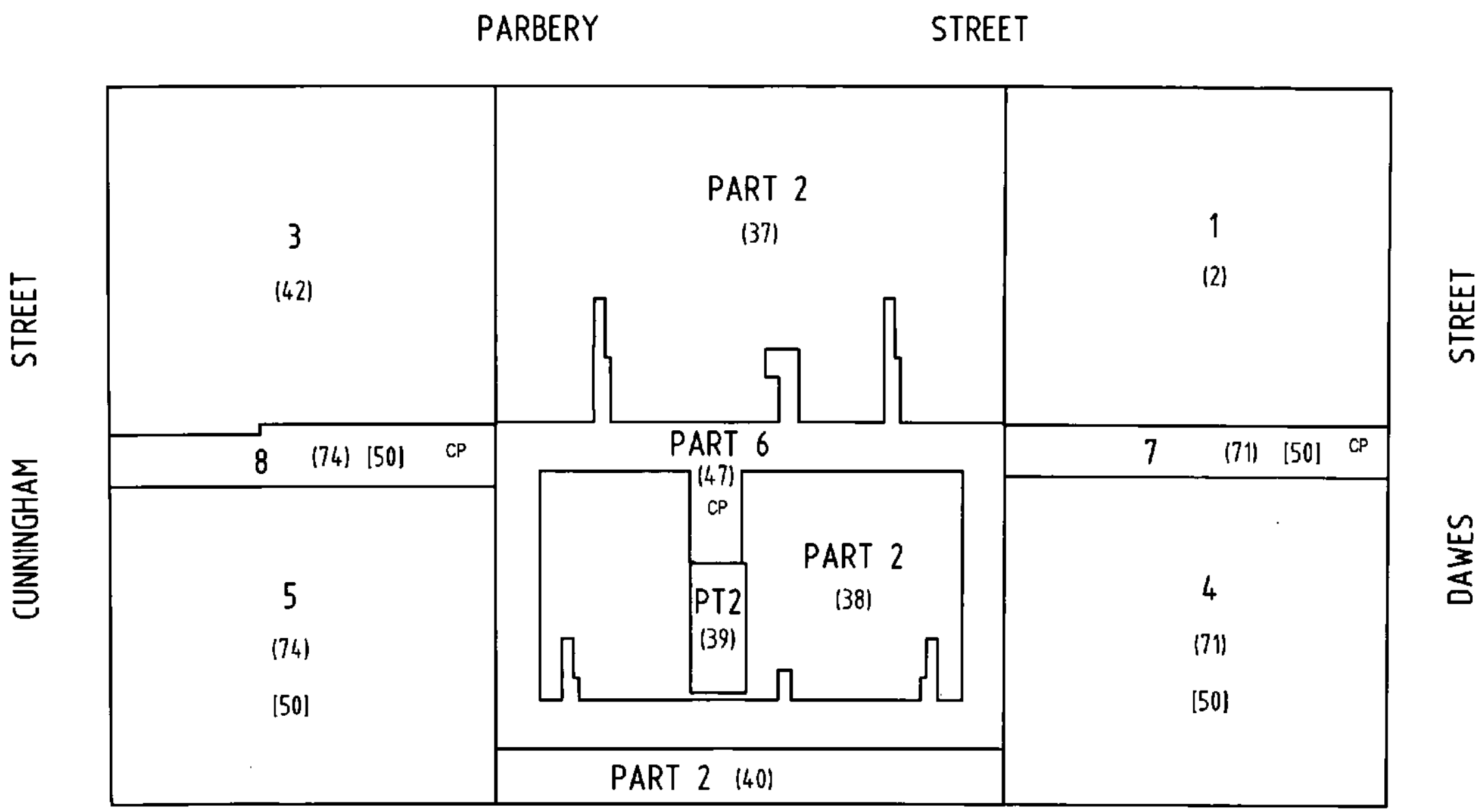


LEGEND

1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
(40) DENOTES BLOCK NUMBERS IN DIVISION OF KINGSTON DEPOSITED PLAN 11629
[50] DENOTES SECTION NUMBERS IN DIVISION OF KINGSTON DEPOSITED PLAN 11627
CP DENOTES COMMON PROPERTY

BOUNDARIES AT BASEMENT ONLY

Applicant

Monica Saad
Delegate of the Authority/Executive

Dave Peffer
Registrar-General
Registar-General

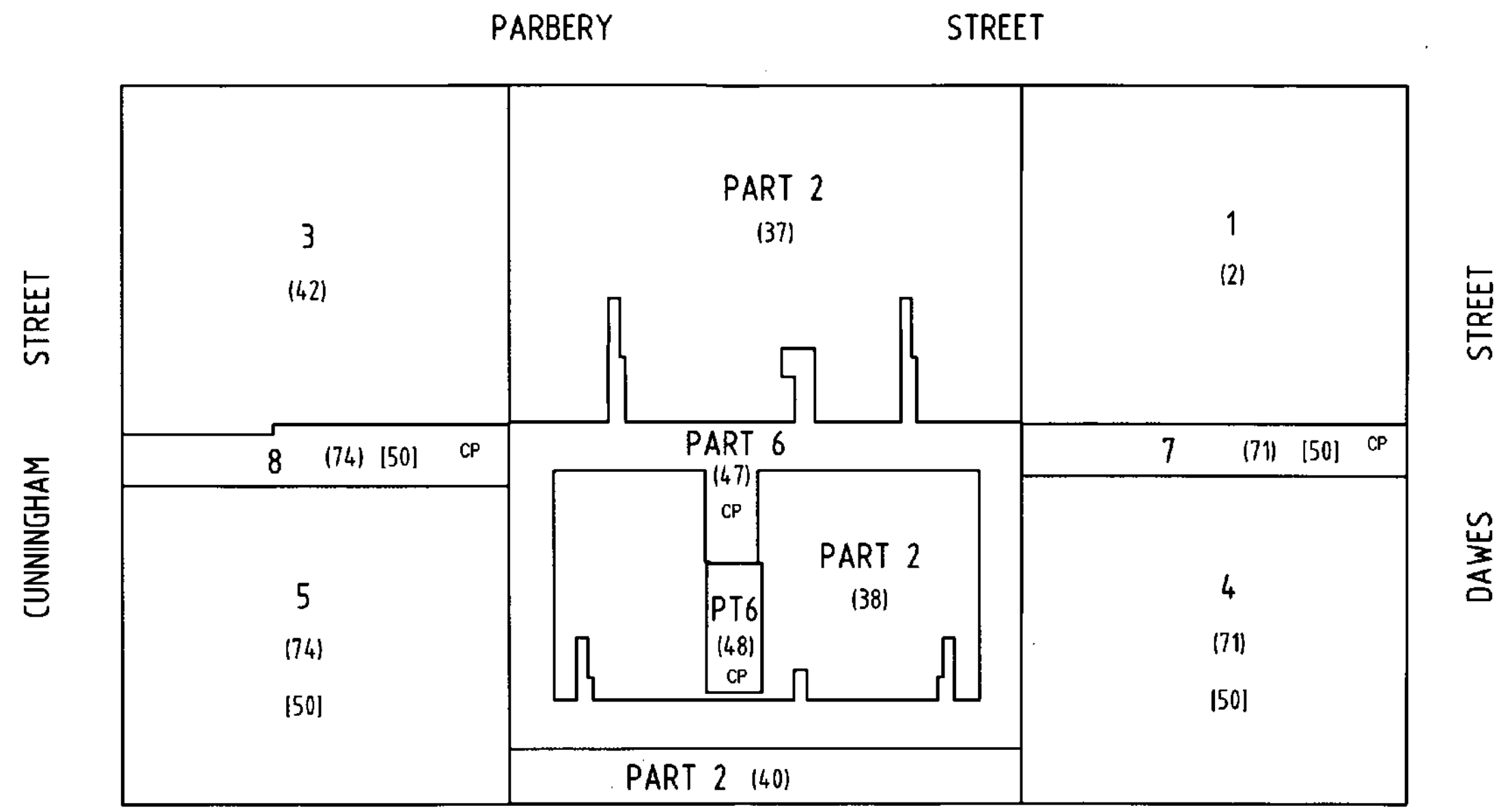
LOTS: 1-8
SECTION: 60
DIVISION: KINGSTON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:600 0 5 10 20 30 METRES

SITE PLAN

COMMUNITY TITLE
SCHEME No 32

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):

EASEMENTS FOR SUPPORT – SECTION 70
EASEMENTS FOR UTILITY SERVICES – SECTION 71
EASEMENTS FOR SHELTER – SECTION 72
EASEMENTS FOR PROJECTIONS – SECTION 73
EASEMENTS FOR MAINTENANCE OF BUILDING CLOSE TO BOUNDARY – SECTION 74



LEGEND

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[50] DENOTES SECTION NUMBERS IN DIVISION OF KINGSTON DEPOSITED PLAN 11627
CP DENOTES COMMON PROPERTY

BOUNDARIES AT UPPER BASEMENT ONLY

Applicant

Monica Saed
Delegate of the Authority/Executive

Dave Peffer
Registrar-General
Registar-General

LOTS: 1-8
SECTION: 60
DIVISION: KINGSTON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:600 0 5 10 20 30 METRES

SITE PLAN

COMMUNITY TITLE SCHEME No 32

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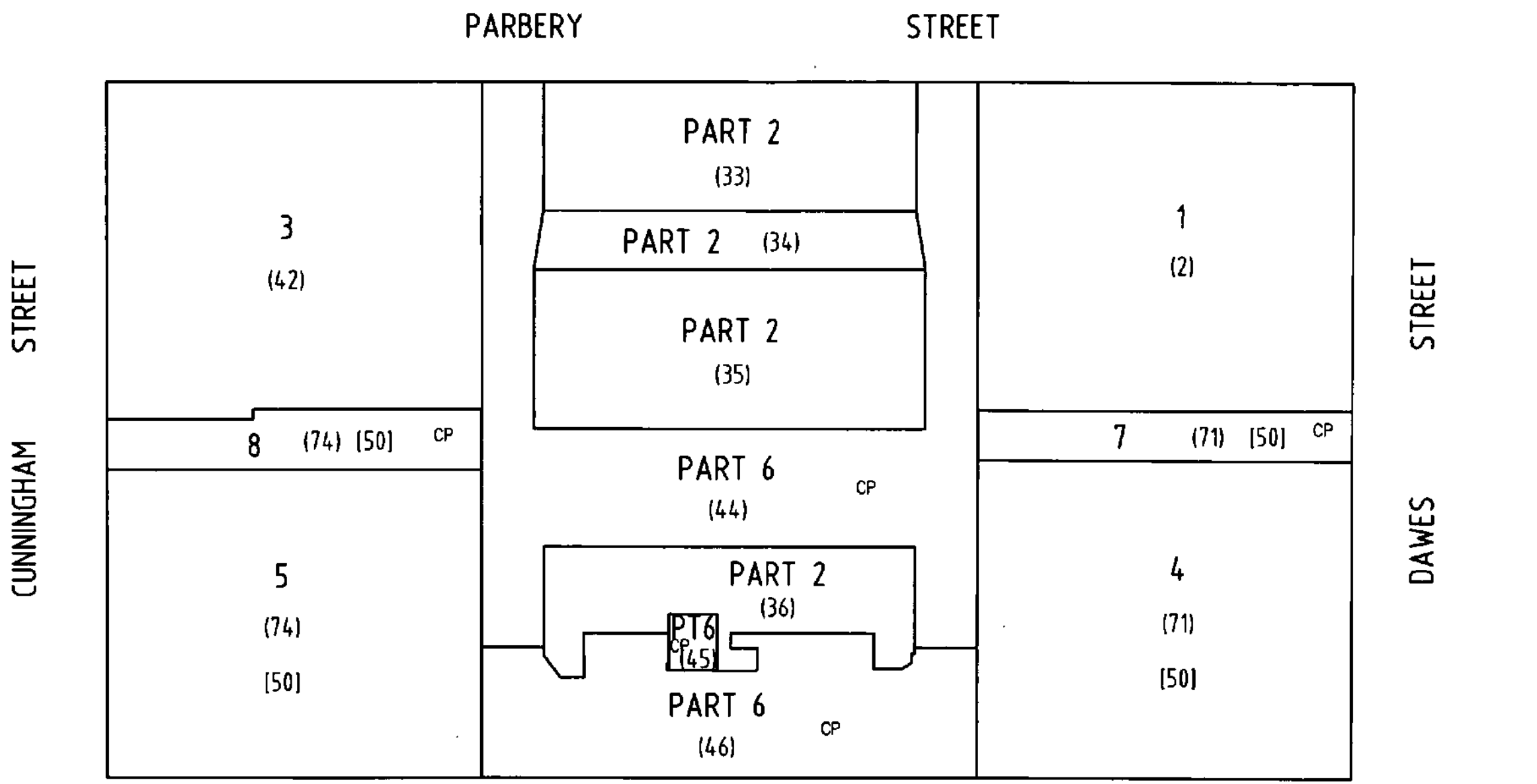

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[50] DENOTES SECTION NUMBERS IN DIVISION OF KINGSTON DEPOSITED PLAN 11627
CP DENOTES COMMON PROPERTY

BOUNDARIES AT LOWER GROUND FLOOR ONLY

SHEET No 4 of 5 SHEETS

Applicant

Monica Saad
Delegate of the Authority/Executive

Dave Peffer
Registrar-General
Registar-General

LOTS: 1-8
SECTION: 60
DIVISION: KINGSTON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:600 0 5 10 20 30 METRES

SITE PLAN

COMMUNITY TITLE SCHEME No 32

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):

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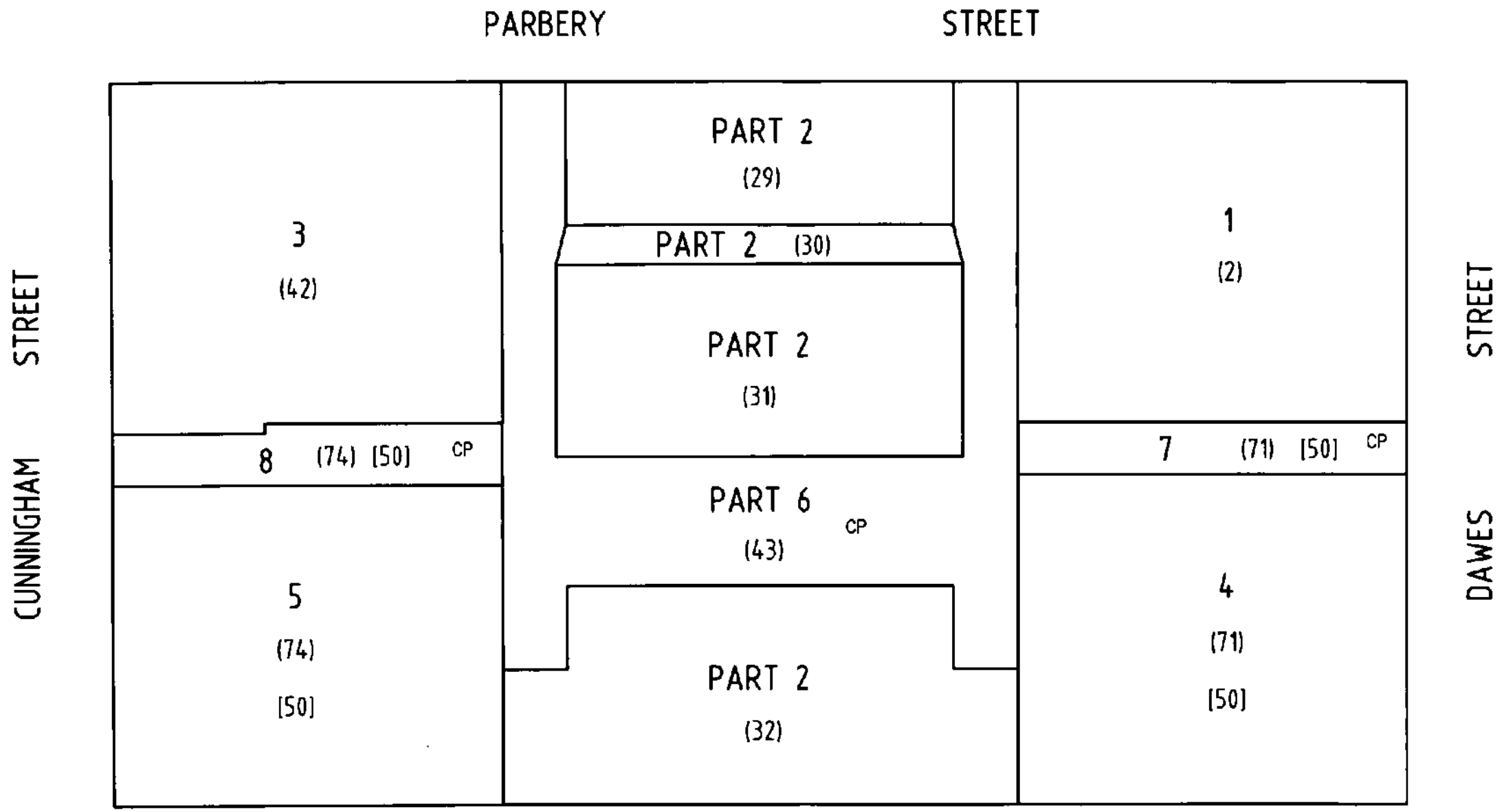

LEGEND

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CP DENOTES COMMON PROPERTY

BOUNDARIES AT GROUND FLOOR ONLY

Applicant

Monica Saad
Delegate of the Authority/Executive

Dave Peffer
Registrar-General
Registar-General

LOTS: 1-8
SECTION: 60
DIVISION: KINGSTON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:600 0 5 10 20 30 METRES

SITE PLAN

COMMUNITY TITLE
SCHEME No 32

CLAYTON UTZ

Building Envelope Plan

Lots 1 - 8

Blocks 2, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49 and 50
Section 60 Kingston

and

Blocks 71 and 74
Section 50 Kingston

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):

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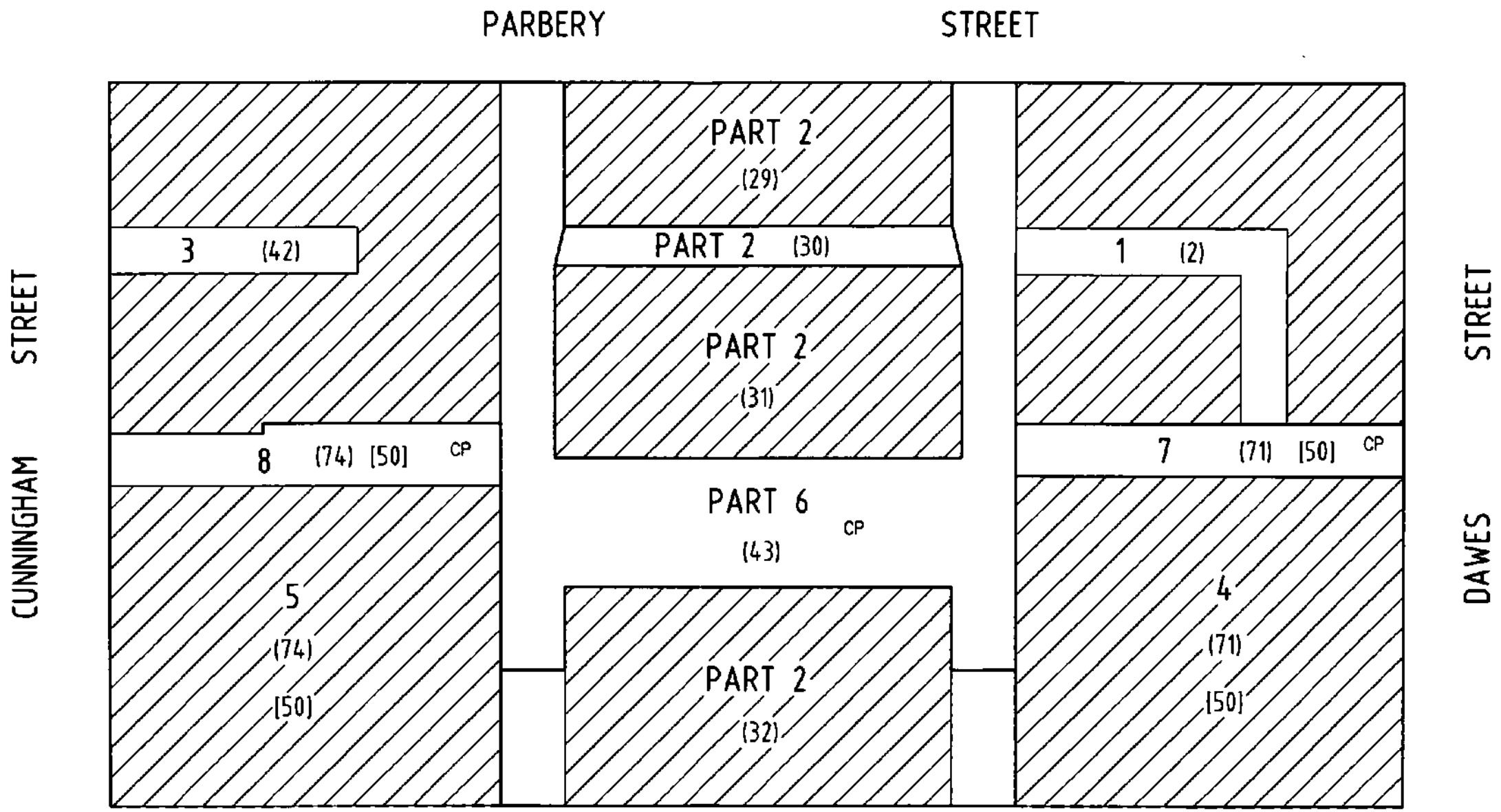

LEGEND

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CP DENOTES COMMON PROPERTY

BOUNDARIES AT GROUND FLOOR ONLY

SHEET No 1 of 1 SHEETS

Applicant

Monica Saad
Delegate of the Authority/Executive

Dave Peffer
Registrar-General
Registar-General

LOTS: 1-8
SECTION: 60
DIVISION: KINGSTON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:600 0 5 10 20 30 METRES

BUILDING ENVELOPE PLAN

COMMUNITY TITLE SCHEME No 32

CLAYTON UTZ

Landscape Plan

Lots 1 - 8

Blocks 2, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49 and 50
Section 60 Kingston

and

Blocks 71 and 74
Section 50 Kingston

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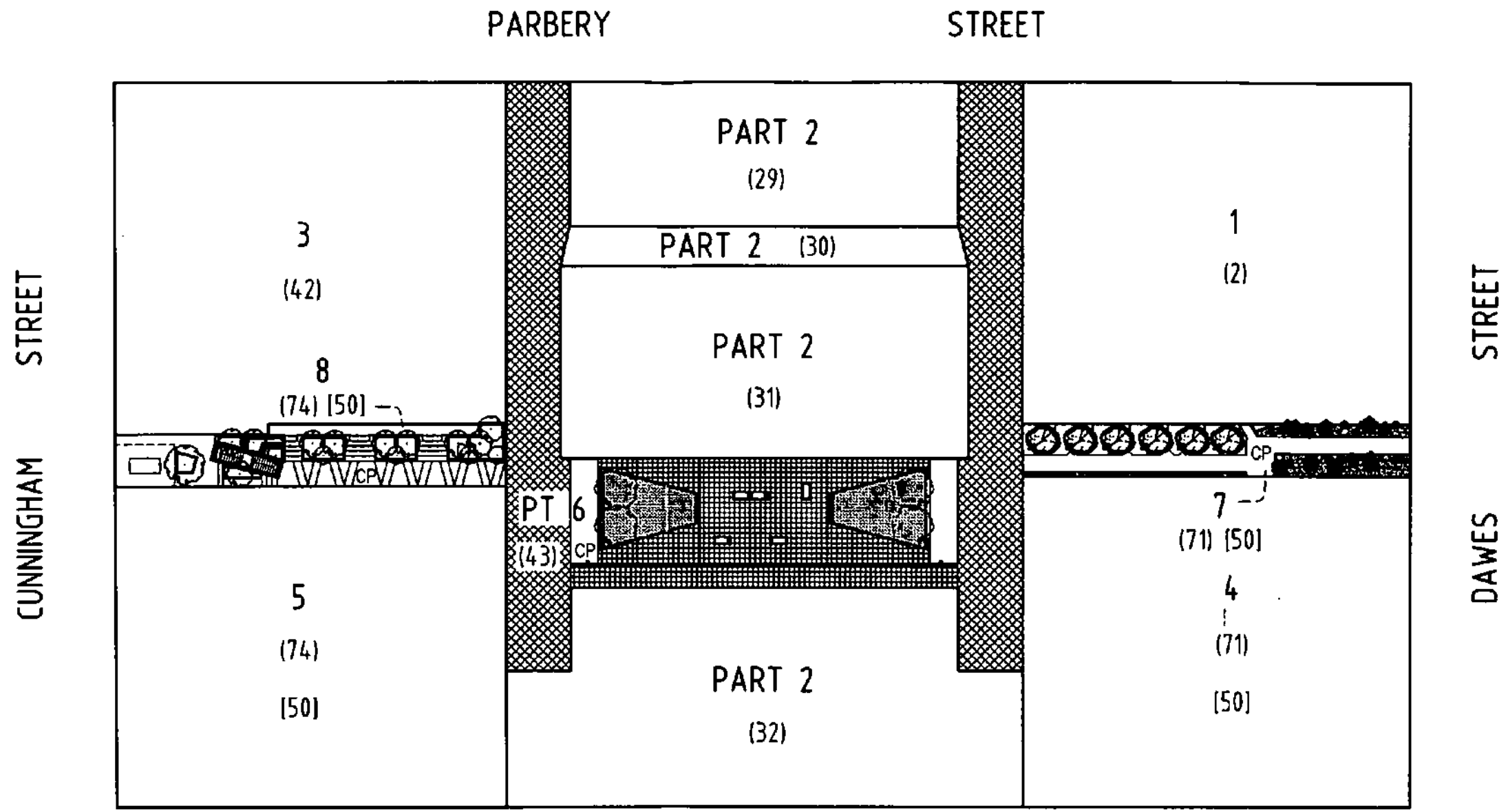

LEGEND

- TREES
- CLIMBERS
- CONCRETE WALL
- TILES
- CONCRETE
- GRASS

1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
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[50] DENOTES SECTION NUMBERS IN DIVISION OF KINGSTON DEPOSITED PLAN 11627
CP DENOTES COMMON PROPERTY

BOUNDARIES AT GROUND FLOOR ONLY

SHEET No 1 of 1 SHEETS

Applicant

Monica Saad
Delegate of the Authority/Executive

Dave Peffer
Registrar-General
Registar-General

LOTS: 1-8
SECTION: 60
DIVISION: KINGSTON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:600 0 5 10 20 30 METRES

LANDSCAPE PLAN

COMMUNITY TITLE SCHEME No 32

CLAYTON UTZ

Streetscape Plan

Lots 1 - 8

Blocks 2, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49 and 50
Section 60 Kingston

and

Blocks 71 and 74
Section 50 Kingston

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):

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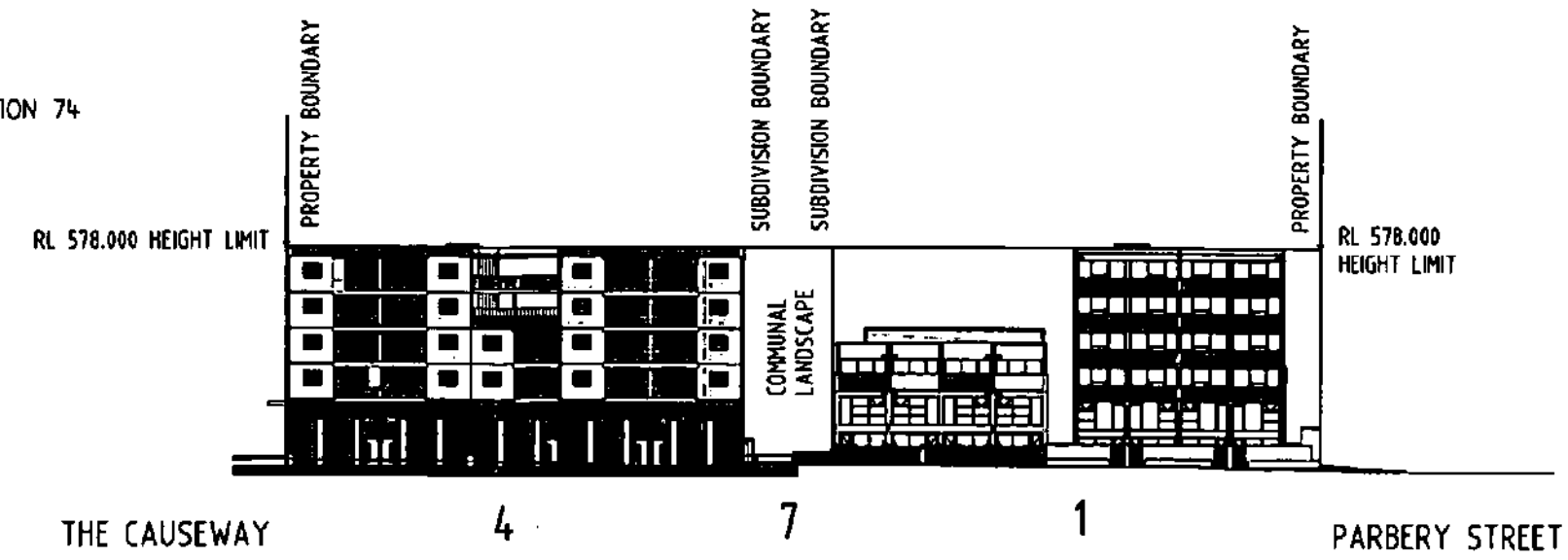
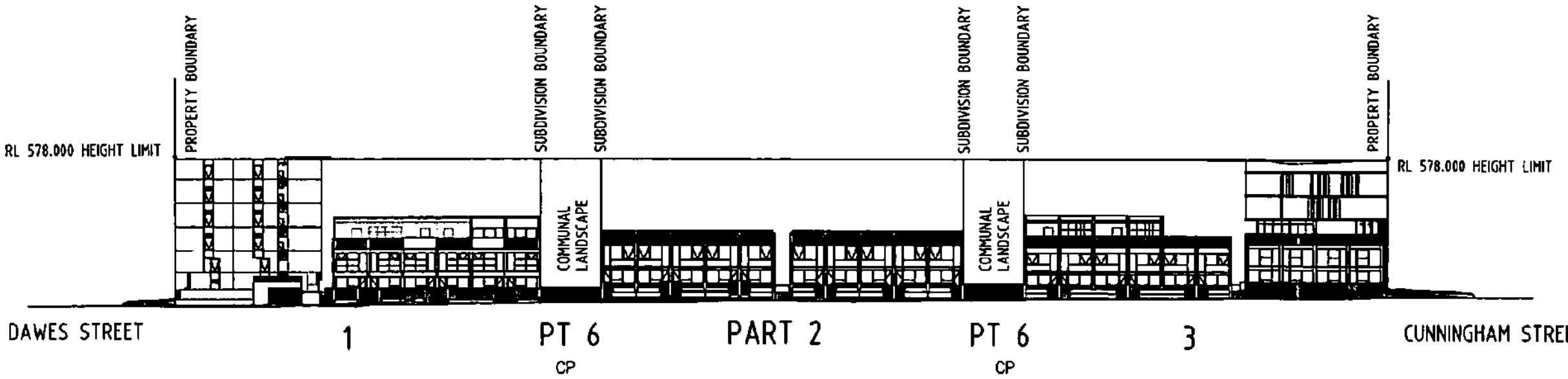


DAWES STREET STREETSCAPE ELEVATIONS



PARBERY STREET STREETSCAPE ELEVATIONS

1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME

LOT BOUNDARIES AT GROUND FLOOR ONLY

SHEET No 1 of 2 SHEETS

Applicant

Monica Saad
Delegate of the Authority/Executive

Dave Peffer
Registrar-General
Registar-General

LOTS: 1-8
SECTION: 60
DIVISION: KINGSTON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:600 0 5 10 20 30 METRES

STREETSCAPE PLAN

COMMUNITY TITLE
SCHEME No 32

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):

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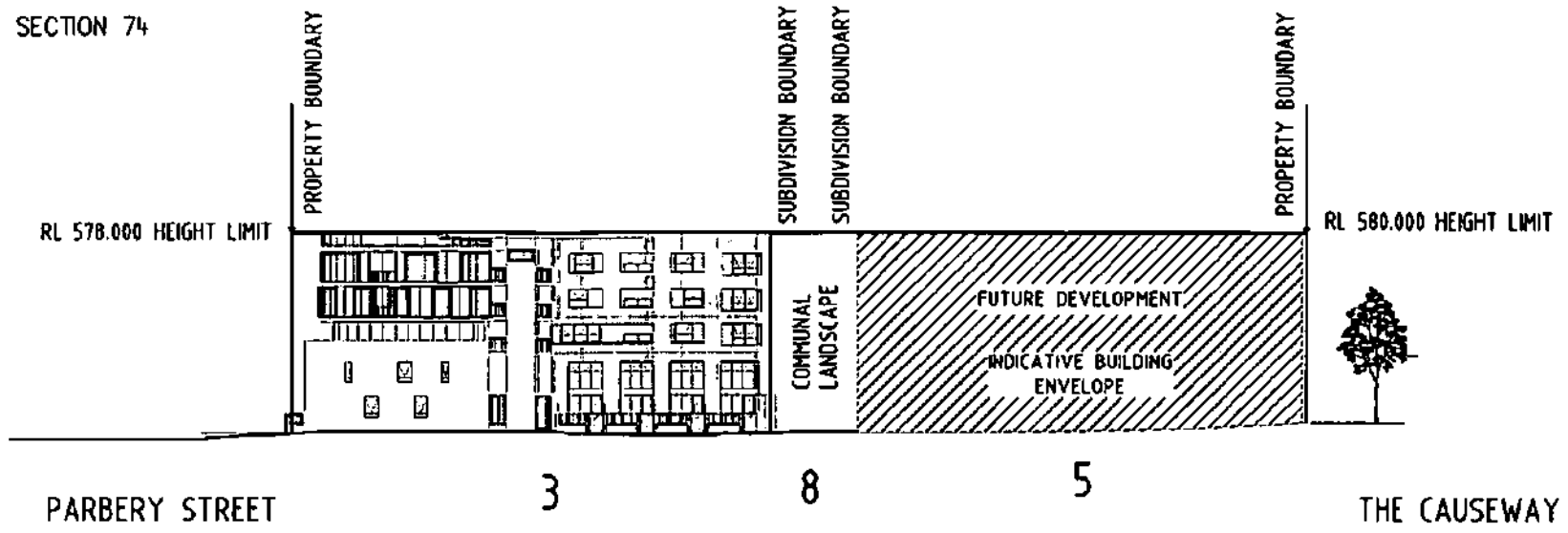
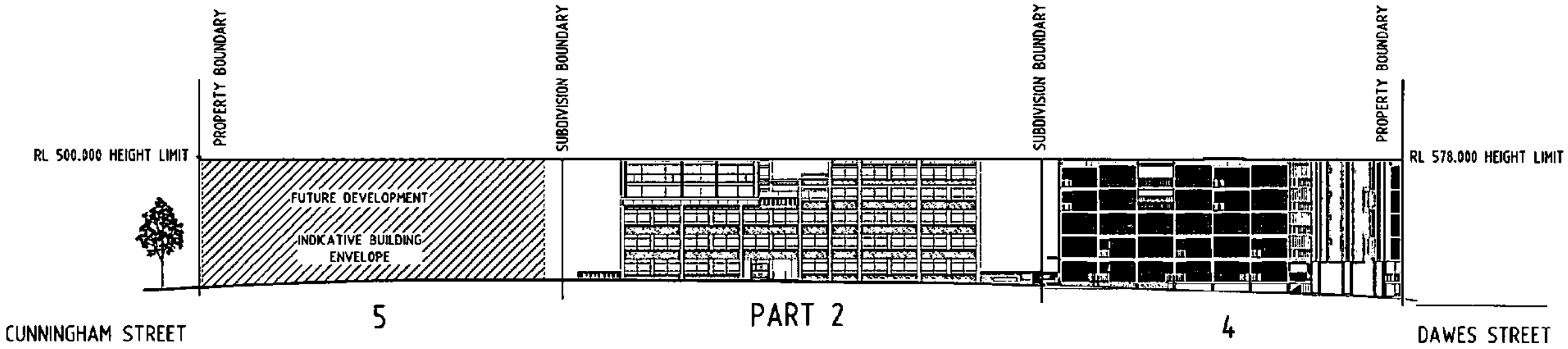


CUNNINGHAM STREET STREETSCAPE ELEVATIONS



THE CAUSEWAY STREETSCAPE ELEVATIONS

LOT BOUNDARIES AT GROUND FLOOR ONLY

1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME

SHEET No 2 of 2 SHEETS

Applicant	Monica Saad Delegate of the Authority/Executive	Dave Peffer Registrar-General Registar-General	LOTS: 1-8 SECTION: 60 DIVISION: KINGSTON AUSTRALIAN CAPITAL TERRITORY Scale 1:600 0 5 10 20 30 METRES	STREETSCAPE PLAN COMMUNITY TITLE SCHEME No 32

CLAYTON UTZ

Stage 1 Plan

Lots 1, 2 and 6

Blocks 2, 29 - 41 and 43 - 50
Section 60 Kingston

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):

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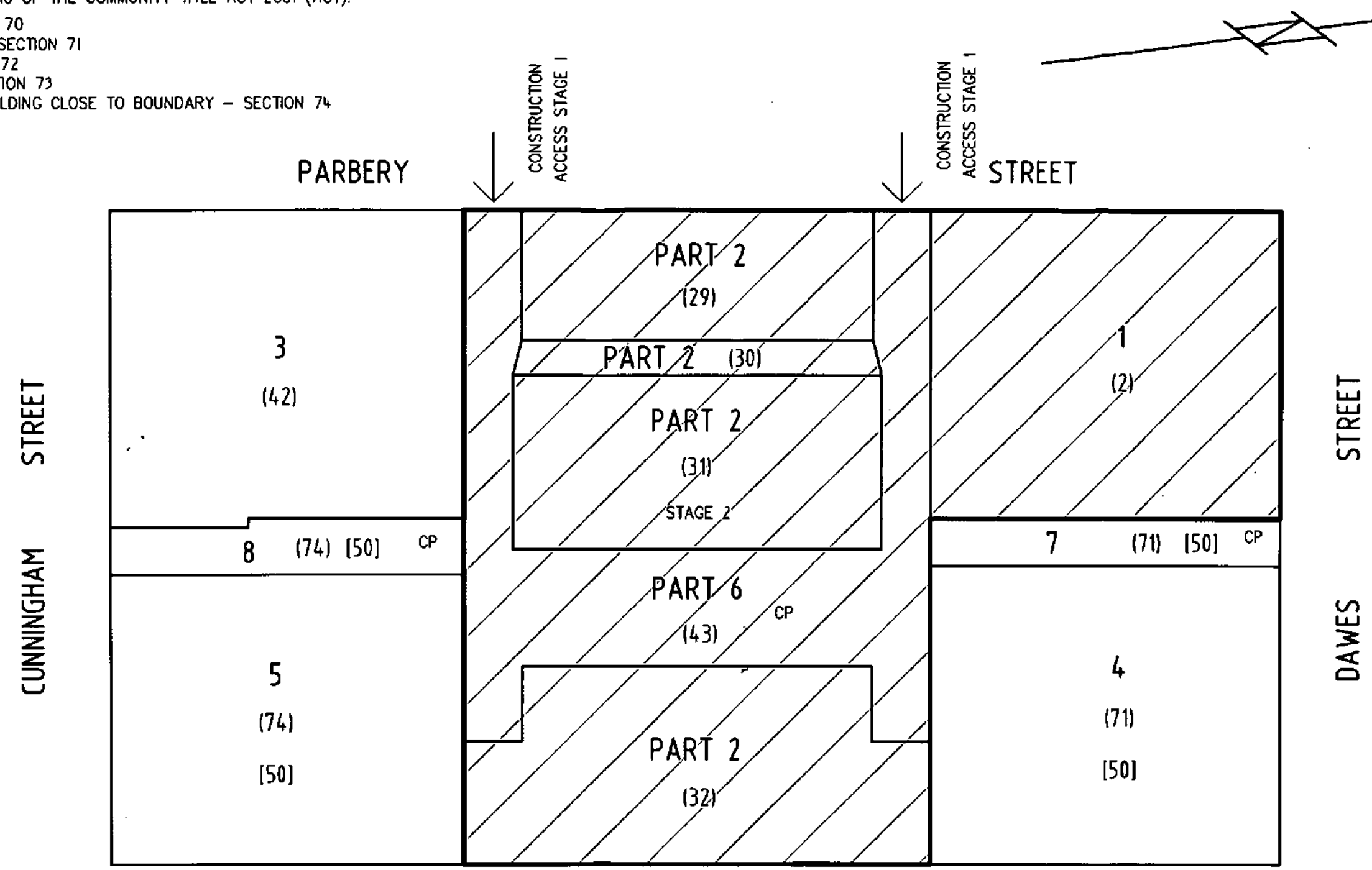

LEGEND

1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME
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[50] DENOTES SECTION NUMBERS IN DIVISION OF KINGSTON DEPOSITED PLAN 11627
CP DENOTES COMMON PROPERTY
STAGE BOUNDARIES

BOUNDARIES AT GROUND FLOOR ONLY

Applicant

Monica Saad
Delegate of the Authority/Executive

Dave Peffer
Registrar-General
Registar-General

LOTS: 1-8
SECTION: 60
DIVISION: KINGSTON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:600 0 5 10 20 30 METRES

STAGE PLAN – STAGE 1

COMMUNITY TITLE SCHEME No 32

CLAYTON UTZ

Stage 2 Plan

Lot 3
Block 42
Section 60 Kingston

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):

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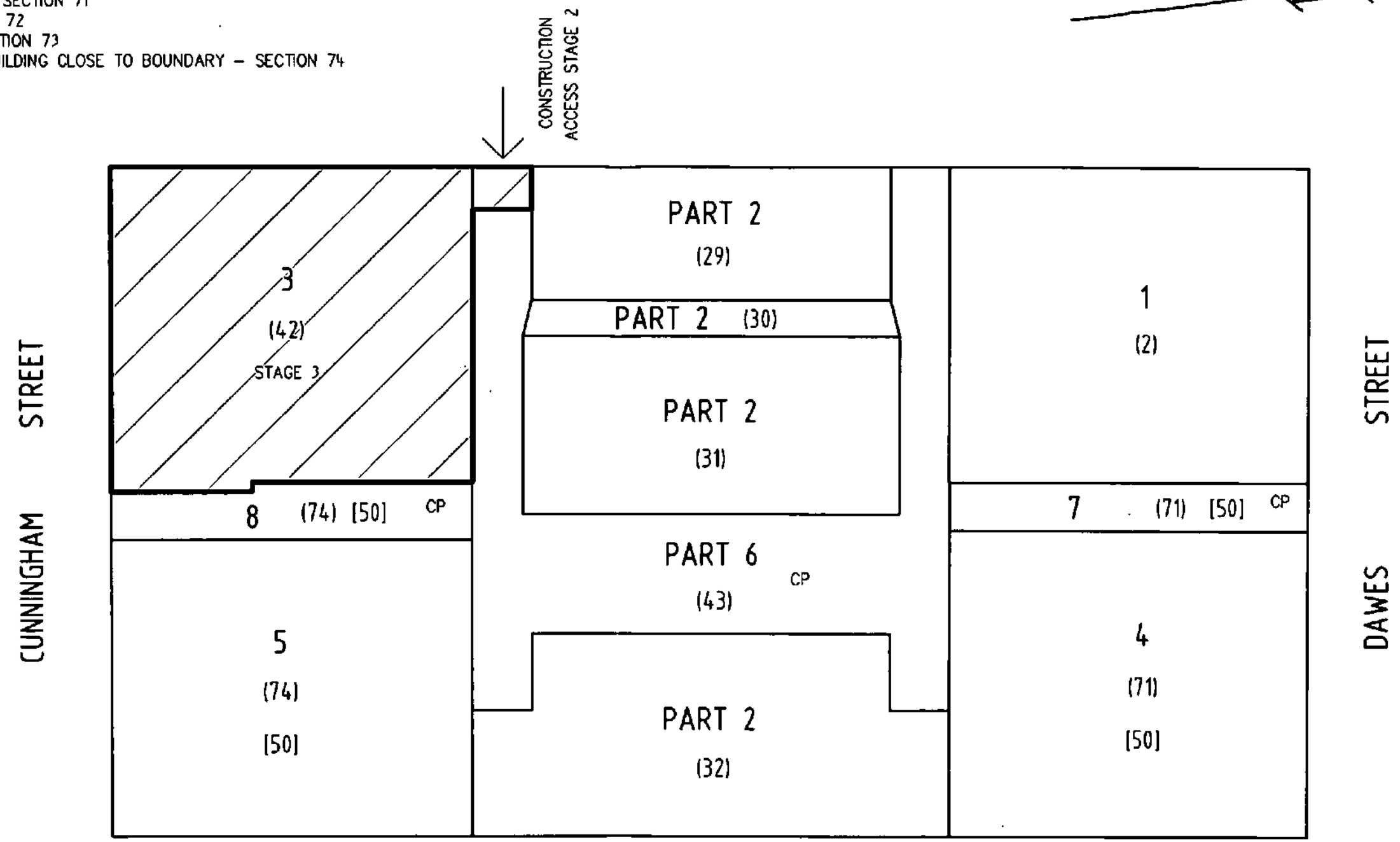

LEGEND

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CP DENOTES COMMON PROPERTY
STAGE BOUNDARIES

BOUNDARIES AT GROUND FLOOR ONLY

Applicant

Monica Saad
Delegate of the Authority/Executive

Dave Peffer
Registrar-General
Registar–General

LOTS: 1-8
SECTION: 60
DIVISION: KINGSTON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:600 0 5 10 20 30 METRES

STAGE PLAN – STAGE 2

COMMUNITY TITLE SCHEME No 32

CLAYTON UTZ

Stage 3 Plan

Lot 4 and Lot 7
Block 71
Section 50 Division

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):

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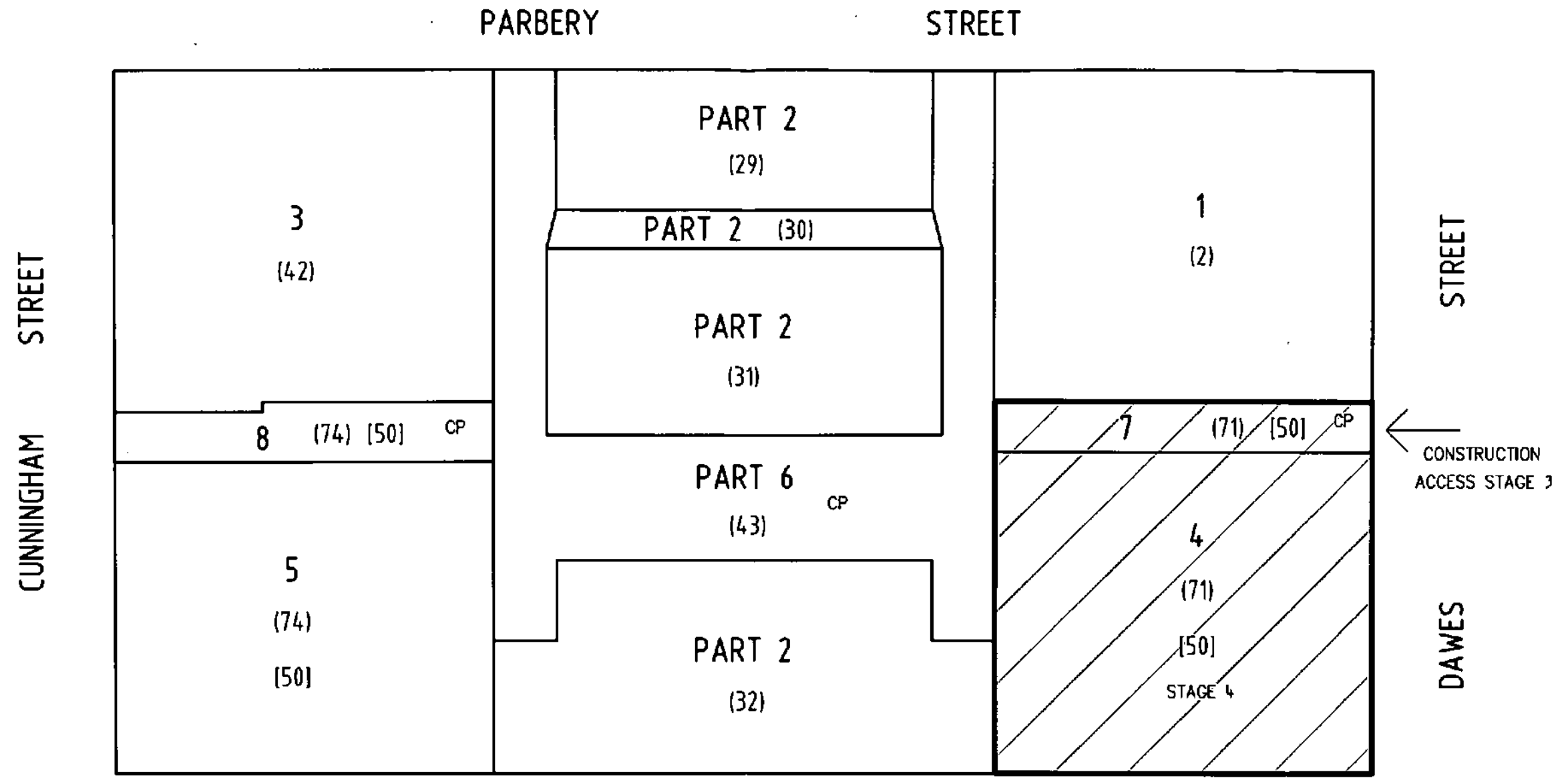

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CP DENOTES COMMON PROPERTY
STAGE BOUNDARIES

BOUNDARIES AT GROUND FLOOR ONLY

Applicant

Monica Saad
Delegate of the Authority/Executive

Dave Peffer
Registrar-General
Registar-General

LOTS: 1-8
SECTION: 60
DIVISION: KINGSTON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:600 0 5 10 20 30 METRES

STAGE PLAN – STAGE 3

COMMUNITY TITLE SCHEME No 32

CLAYTON UTZ

Stage 4 Plan

Lot 5 and Lot 8
Block 74
Section 50 Kingston

ALL LOTS FORMING PART OF THE COMMUNITY TITLE HAVE THE BENEFIT OF THE FOLLOWING STATUTORY EASEMENTS UNDER PART 10 OF THE COMMUNITY TITLE ACT 2001 (ACT):

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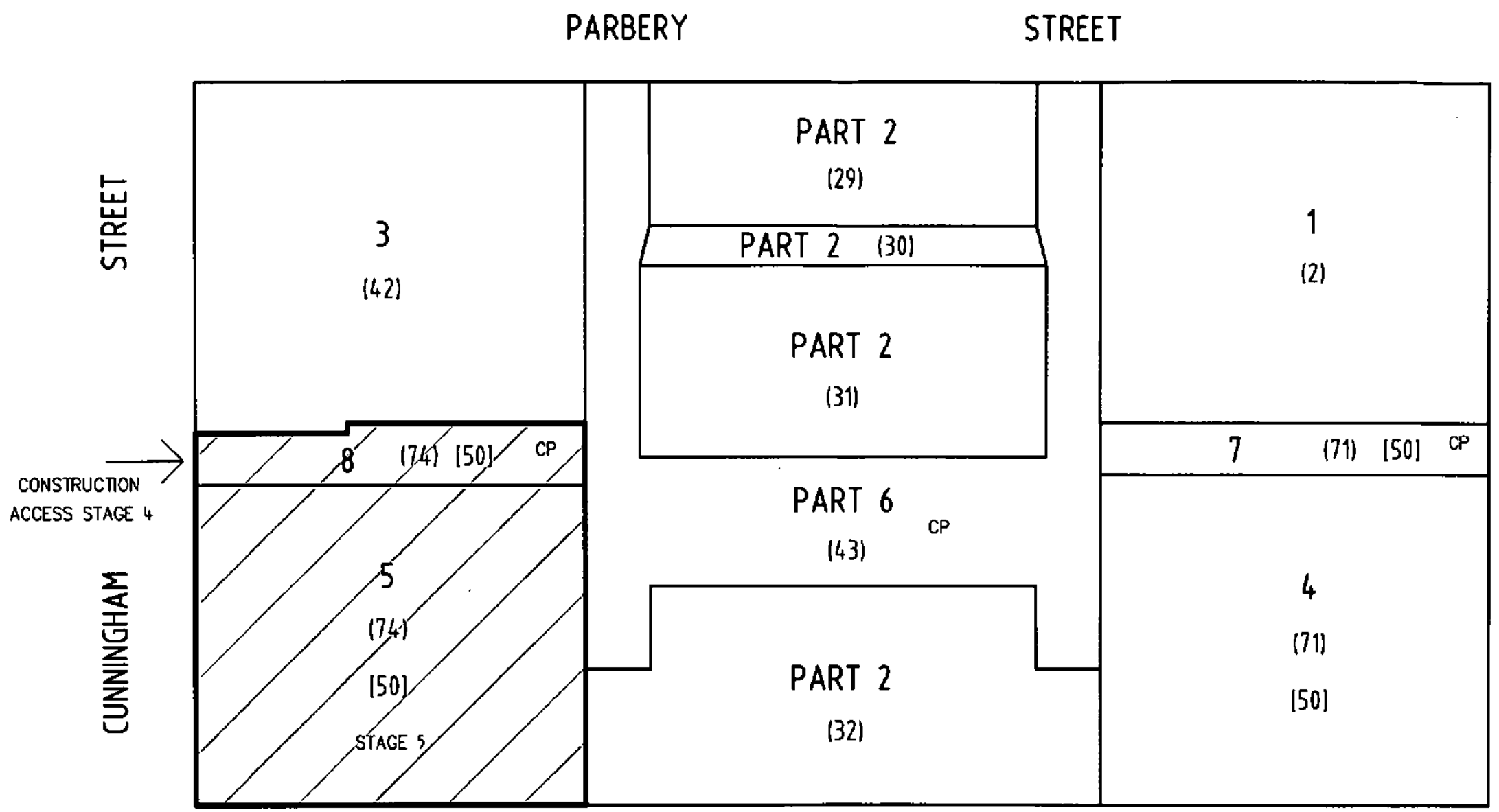

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CP DENOTES COMMON PROPERTY
STAGE BOUNDARIES

BOUNDARIES AT GROUND FLOOR ONLY

Applicant

Monica Saad
Delegate of the Authority/Executive

Dave Peffer
Registrar-General
Registar-General

LOTS: 1-8
SECTION: 60
DIVISION: KINGSTON
AUSTRALIAN CAPITAL TERRITORY
Scale 1:600 0 5 10 20 30 METRES

STAGE PLAN – STAGE 4

COMMUNITY TITLE SCHEME No 32

CLAYTON UTZ

Management Statement - Kingsborough Community Title Scheme

Lots 1 - 8

Blocks 2, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49 and 50
Section 60 Kingston

and

Blocks 71 and 74
Section 50 Kingston

Clayton Utz
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GPO Box 9806 Canberra ACT 2601
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www.claytonutz.com

Our reference 216/ 80177191

CLAYTON UTZ

Management Statement

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Management Statement dated **2019**

1. Introduction and background

1.1 Definitions

"**Act**" means the *Community Title Act 2001* (ACT).

"**Body Corporate**" means the body corporate created on registration of the Community Plan and Scheme under section 30 of the Act, being all Owners (including any Owners Corporation as formed under the *Unit Titles (Management) Act 2011* (ACT) upon registration of a Unit Title on a Lot within the Scheme), from time to time under the Scheme that form the composition of body corporate required by the Act and the subject of clause 9 of this Management Statement.

"**By-Laws**" means the By-Laws of Body Corporate and as required under the Act as registered at the time of registration of this Scheme or amended from time to time.

"**Committee**" means the committee established by the Body Corporate.

"**Common Property**" means Lot 6, Lot 7 and Lot 8.

"**Community Plan**" means the community title plan to be registered for the Scheme.

"**Community Title Lot**" means a Lot, not including the Common Property, as designated in the Master Plan and as registered with the Scheme.

"**Developer**" means TNRC Pty Limited ACN 151 527 141.

"**Development Activity**" or "**Development Activities**" means work carried out by or on behalf of the Developer on the Land for the construction and development of the Land, the Scheme, Lots, buildings and or any building site in accordance with any relevant Development Consent. Such work may include but is not limited to:

(a) demolition;

(b) building and ancillary activities;

(c) all relevant and related works and development as described under the Development Consent;

(d) subdivision of the Land;

(e) the grant of any lease, easements and covenants and dedication of the Land; and

(f) other activity as specified in clause 4.

"**Development Consent**" means any notice of decision in relation to the Land or any notice of decision relating to any Lot within the Land, issued by the ACT Environment, Planning and Sustainable Development Directorate, as may be amended or varied, including without limitation, by provisions of the *Planning and Development Act 2007* (ACT) or appealed or reviewed decisions as set out in Schedule 1 of the *Planning and Development Act 2007* (ACT) or by the ACT Civil and Administrative Appeals Tribunal or Court of by such other consent authority from time to time, such notice or determination being on terms satisfactory to the Developer in its absolute discretion.

"**Land**" means Blocks 2, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49 and 50 Section 60 Kingston, and Blocks 71 and 74 Section 50 Kingston.

"**Lot 1**" means Lot 1 in the Scheme and is comprised of Block 2 Section 60 Division Kingston.

"**Lot 2**" means Lot 2 in the Scheme and is comprised of Blocks 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40 and 41 Section 60 Division Kingston.

"**Lot 3**" means Lot 3 in the Scheme and is comprised of Block 42 Section 60 Division Kingston.

"**Lot 4**" means Lot 4 in the Scheme and is comprised as the part of Block 71 Section 50 Division Kingston excluding the area identified as "7 (71) [50]" on the Site Plan.

"**Lot 5**" means Lot 5 in the Scheme and is comprised as the part Block 74 Section 50 Division Kingston excluding the area identified as "8 (74) [50]" on the Site Plan.

"**Lot 6**" means Lot 6 in the Scheme and is comprised of Blocks 43, 44, 45, 46, 47, 48, 49 and 50 Section 60 Division Kingston.

"**Lot 7**" means Lot 7 in the Scheme and is comprised of part of Block 71 Section 50 Division Kingston excluding the area identified as " 7 (71) [50]" on the Site Plan.

"**Lot 8**" means Lot 8 in the Scheme and is comprised of part of Block 74 Section 50 Division Kingston excluding the area identified as "8 (74) [50]" on the Site Plan.

"**Lot Entitlement Schedule**" means a lot entitlement schedule in accordance with section 7(h) of the Act.

"**Management Statement**" means this statement registered as part of the Scheme as required under the Act.

"**Master Plan**" means the master plan to be registered with the Scheme as required under the Act.

"**Member**" means the Owner of Lot 1, Owner of Lot 2, Owner of Lot 3, Owner of Lot 4 and Owner of Lot 5 including as applicable, the Owners Corporations for each of Lot 1, Lot 2, Lot 3, Lot 4 and Lot 5 as formed upon registration of a Unit Title Scheme under the *Unit Titles Act 2001* (ACT) and including the owner/s of any further lots (or the Owners Corporation if so formed upon registration of a Unit Title Scheme under the *Unit Titles Act 2001* (ACT)) if so created on registration of any plan of subdivision over the Scheme, and are the members of the body corporate as defined in the Act.

"**Occupier**" means each person who is a tenant, an occupier or a mortgagee in possession of a Community Title Lot or Unit within a Community Title Lot.

"**Owner**" means an owner of a Community Title Lot from time to time.

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

"**Scheme**" means the Community Title Scheme for the Land under section 5 of the Act and any and all such documents that comprise the Community Title Scheme as defined in the Act.

"**Site Plan**" means the site plan contained in the Master Plan.

"**Stage 1**" means the Development Activities related to Lot 1 and Lot 2, and some or all of Lot 6 that have been completed as at the date of this Management Statement.

"**Stage 2**" means the Development Activities related to Lot 3.

"**Stage 3**" means the Development Activities related to Lot 4 and Lot 7 (being a new block to be created and itself being a subdivision of part Block 71 Section 50 Kingston).

"**Stage 4**" means the Development Activities related to Lot 5 and Lot 8 (being a new block to be created and itself being a subdivision of part Block 74 Section 50 Kingston).

"**Unit**" means a unit as defined under the *Unit Titles Act 2001* (ACT) and generally in accordance with the unit plan or parcel designated on a unit title application and registered as part of a Unit Title Scheme.

"Unit Title Scheme" means a unit title scheme as registered on a Lot within the Scheme under the *Unit Titles Act 2001* (ACT).

1.2 What is a management statement?

A community management statement regulates the management and operation of a community scheme.

1.3 Who must comply with a management statement?

A community management statement tells a community association, owners and occupiers what they must and must not do. It is an essential document for everyone who lives in a community scheme.

Management Statement and Developer's Rights

2. Do I have to comply with this management statement?

In accordance with the Act:

(a) all Owners;

(b) all Occupiers;

(c) all Members; and

(d) the Body Corporate,

must comply with this management statement.

3. Developer

3.1 Name and address of Developer

In accordance with section 7(a) of the Act:

Name of Developer:	TNRC Pty Limited ACN 151 527 141
Address of Developer:	PO Box 5120, BRADDON ACT 2612
Fax:	(02) 6248 9094
Contact person:	John Gasson

4. Stages

4.1 Stages of Development

(a) The development of the Scheme will occur through Development Activity that has occurred, or will occur, in four stages:

(i) Stage 1 - completed as at the date of this Management Statement;

(ii) Stage 2 - has commenced and is expected to be completed in June 2019;

(iii) Stage 3 - has commenced and is expected to be completed in December 2019; and

(iv) Stage 4 - has commenced and is expected to be completed in December 2020.

(b) The dates referred to in clause 4.1(a) are indicative only and are subject to change.

(c) The Developer or any third party engaged by the Developer may undertake the Development Activities.

(d) Subject to the requirements of the Act, the Developer does not need to obtain the consent of the:

(i) Owners;

(ii) Occupiers;

(iii) Members;

(iv) Committee; or

(v) Body Corporate,

in respect of any Development Activity (and ancillary activities).

(e) The Owners, Occupiers, Members, Committee and Body Corporate agree and acknowledge that:

(i) they will not object to the Development Activities or any Development Consent which relate to the completion of the Scheme; and

(ii) Stage 2, Stage 3 and Stage 4 may be undertaken concurrently or in any combination of sequencing.

4.2 Access and Procedures during Development Activity

(a) During periods of Development Activity, the Developer may establish and implement procedures in relation to the areas where, and around which, Development Activity is occurring. Such procedures may relate to:

(i) pedestrian traffic management;

(ii) vehicular traffic management;

(iii) access to, or use of, Common Property (including any restriction, reduction, prohibition or alteration of such access or use); and

(iv) public access to the Land.

(b) If the Developer implements any procedure under clause 4.2(a), it will provide the Body Corporate with notice of such procedure (**Notified Procedure**).

(c) The Owners, Occupiers and Members agree to:

(i) comply with Notified Procedures; and

(ii) use reasonable endeavours to procure that their invitees to the Land comply with Notified Procedures.

(d) The Developer will provide further notice to the Body Corporate when a Notified Procedure is no longer required, at which point the Owners are released from their obligations under clause 4.2(c) in relation to the relevant Notified Procedure.

5. Easements

5.1 Statutory Easements

All Community Title Lots have the benefit of the following statutory easements in accordance with Part 10 of the Act:

(a) easements for support under section 70 of the Act;

(b) easements for utility services under section 71 of the Act which includes easements for relevant utility services such as sewerage, water, electricity, gas, and telecommunications;

(c) easements for shelter under section 72 of the Act;

(d) easements for projections under section 73 of the Act; and

(e) easements for maintenance of building close to boundary under section 74 of the Act.

5.2 Easement for Access

(a) Easements for access are shown on the deposited plan for the Land and these easements burden Lot 2 (**Burdened Lot**) and benefit Lots 6, 7 and 8 (**Benefited Lot**).

(b) Owners, Occupiers and Members of the Benefited Lot and their respective invitees have the right to pass and repass over the Burdened Lot.

(a) Costs of maintenance and repair in relation to the Access Easements will be borne by the Owners and Members of the Benefitted Lot.

6. Construction Zones & Access Zones

(a) In order to provide safety and amenity to Owners there is to be no access for construction purposes on or through the Community Property.

(b) This will be enforced by the Body Corporate blocking access from any uncompleted dwelling to the Community Property whilst construction activity to complete the dwelling takes place.

(c) Construction and access to any uncompleted dwelling is to be from adjoining public roads.

(d) Any construction activity on Lots must be undertaken strictly in accordance with the terms of any applicable development approval including compliance with the *Environmental Protection Act 1997*, as amended from time to time.

(e) For the avoidance of doubt, this clause 5.2(a) does not apply to any Development Activity.

7. Schedule of hours

The schedule of hours when Development Activities and other works may be carried out on the Scheme are Monday - Saturday 7.00 am - 7.00 pm.

8. Amenities

Amenity - private driveway and associated roadways; associated landscaping and public street lighting.

Purpose - to provide access to the Lots in the Scheme.

Availability- 24 hours a day, 7 days a week.

Costs of provision and maintenance (arrangements for providing and maintaining the amenities and defraying the cost of their provision and maintenance) - A draft budget is attached at Schedule 1 with respect to maintaining the amenities. The amenities provided for on the Common Property are available for use by Owners, Occupiers, Members and invitees in accordance with the By-Laws, as may be amended from time to time. Fees will be levied for the maintenance of the amenities provided within the Scheme. The levying of the fees will be in accordance with the Lot Entitlement Schedule.

9. Body Corporate

9.1 Establishment of other Body Corporate

(a) The Members, being all Owners, must establish and maintain a Body Corporate in accordance with the Act. No other Body Corporate is to be established.

(b) The Body Corporate may at its discretion arrange for and procure the carrying out of maintenance, repair or replacement of the Common Property.

(c) If the Body Corporate carries out maintenance, repair or replacement of the Common Property it must pay for such maintenance, repair or replacement out of money standing in the accounts levied by the Body Corporate and in accordance with the Act and any By-Laws.

(d) All other actions of the Body Corporate are regulated and guided by the Act, this Management Statement and the By-Laws (as amended from time to time).

9.2 Voting Rights

Each Owner of a Lot is entitled to one vote per Lot. Any Owner may request a poll, and where a poll is required, an Owner is entitled to voting rights proportionate to the Owner's Lot Entitlement. An Owner may vote personally or by proxy on issues to be decided at a general meeting.

9.3 Function of the Body Corporate

The functions of the Body Corporate are those given under the Act and any functions that are incidental or ancillary to the exercise of those functions.

9.4 Amendment of Scheme

(a) If the Developer or any third party on behalf of the Developer or the Body Corporate proposes to amend:

(i) the Scheme;

(ii) the Development Consent;

(iii) this Management Statement;

(iv) the By-Laws;

(v) the Lot Entitlement Schedule; or

(vi) any Constituent Documents,

and such proposed changes or amendments are in accordance with the *Planning and Development Act 2007* (ACT) and/or permitted under the Act then clause 9.4(b) applies.

(b) Each and every Owner, Occupier and Member of all the parts of the Scheme must:

(i) not object to applications for authorisation to amend the Scheme under the Act or any Development Consent under the *Planning and Development Act 2007* (ACT);

(ii) agree to and give its consent to amendment of the Scheme, or if required by the Registrar-General, agree to and give its consent to lodgement of a new or replacement Master Plan;

(iii) agree to and give its consent to amendment of this Management Statement, the Lot Entitlement Schedule and/or the By-Laws, or if required by the Registrar-General, agree to and give its consent to lodgement of a new or replacement management statement;

(iv) do all things necessary to assist in the lodgement and/or registration of documents required to effect any amendment under clause 9.4(a) including where relevant signing documents and producing certificates of title.

(c) Each and every Owner, Occupier and Member of all the parts of the Scheme agree to not seek redress to any amendments contained in this clause 9.4 or monetary redress via the Supreme Court under the Act in relation to any matters contained in this clause 9.4.

10. Dispute Resolution Procedure

10.1 General

In accordance with the requirements of the *Community Title Regulations 2002* (ACT) the procedure set out in this clause 10 is to be followed in the event of a dispute between owners and members of the Body Corporate.

10.2 How disputes are to be resolved

(a) If a dispute arises between an Owner and the Body Corporate or two or more Owners a party that alleges there is a dispute must give written notice to the other party setting out the nature and circumstances of the dispute and the resolution that the party seeks to the dispute.

(b) Within 14 days of receipt of such notice, the parties must take reasonable steps to confer and attempt to resolve the dispute.

10.3 Appointment of a Mediator

(a) If the dispute cannot be resolved, the parties to the dispute must endeavour to settle the dispute by mediation before having recourse to litigation or arbitration.

(b) A mediator will be appointed as agreed between the parties to the dispute. If the parties to the dispute cannot agree on a mediator then the mediator will be appointed by the President of the Law Society of the Australian Capital Territory for the time being.

10.4 Mediation Process

(a) The mediator must be independent and impartial and have no vested interest in the outcome of the settlement of the dispute. If the mediator becomes aware of any

conflict of interest during the mediation it must inform the parties and terminate the mediation, unless the parties otherwise agree.

(b) Within 28 days of appointment of the mediator, the parties to the dispute shall confer with each other and the mediator, if necessary at a pre-mediation meeting to determine what further steps (including further production of material to the mediator) may need to be taken.

(c) The mediation shall be fixed for a date, time and place agreeable to the parties to the dispute and the mediator. If the parties cannot agree on these issues, then the mediator shall decide them. The parties agree to be bound by the mediator's decision and will do all things necessary to attend the mediation.

(d) Each party to the dispute shall cooperate with, and abide by any reasonable directions given by the mediator.

(e) Each party to the dispute agrees that:

(i) the mediation is confidential;

(ii) all communications relation to the mediation will be without prejudice; and

(iii) they will not seek to join the mediator in any legal proceeding relating to the dispute.

10.5 Payment of fees and expenses

(a) Within 14 days of appointment of the mediator, the mediator will supply the parties to the dispute with an estimate of fees that will be incurred by the mediator.

(b) Subject to clause 10.6 costs of the mediation and any other costs and expenses will be shared equally between the parties to the dispute unless otherwise agreed.

10.6 Failure to enter into mediation

In the event that a party to the dispute refuses to enter mediation or terminates the mediation before the dispute is resolved, that party will be required to pay all of the costs of the mediation process.

10.7 Limited recourse to litigation

Notwithstanding anything else to the contrary contained in this clause 10, a party to the dispute may institute court proceedings with respect to any breach of the By-Laws if such proceedings are necessary:

(a) To avoid the expiration of any applicable limitation period; or

(b) To obtain an injunction to prevent immediate harm or loss which could not be redressed or compensated adequately after the event.

11. Community Title Scheme Documentation

The following documents will be used to form the Body Corporate in accordance with section 7 of the Act:

(a) this Management Statement;

(b) Body Corporate By-Laws;

(c) Master Plan;

(d) Lot Entitlement Schedule; and

(e) Constituent Documents.

Signed by Monica Saad)
an authorised delegate of the ACT Planning)
and Land Authority)

.....
Delegate

Executed by TNRC Pty Limited ACN 151 527 141 in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director

PETER JOHN WRIGHT
Full name of director

Signature of company secretary/director

JOHN GILROY GASSON
Full name of company secretary/director

Schedule 1 - Draft Budget

Estimated 2 Year Developer Budget

Development Name: KINGSBOROUGH - CT

Development Address: THE CAUSEWAY, DAWES , PARBERY & CUNNINGHAM

Block Number: 43-50 Section Number: 60

Division: KINGSTON

Developer: TNRC PTY LTD

DEVELOPER DISCLOSURE - Pursuant to the Unit Titles Act 2001 as amended:
Division 3.4 Developer Disclosure - Section 31A Contract for Sale of Unit before registration of Units Plan or CA
2. The contract must include the following:
c. the developer's estimated based on reasonable grounds of the buyers contribution to the corporation's general funds for the 2 years after the CA is registered.

- These levy estimates have been calculated using approx land area percentages, and may vary upon production of a formal schedule of unit entitlements.
- The *Developer* is granted permission to reproduce the estimated budget only, for the purpose of inclusion in any sales and other relevant documents produced for and relating to the *Development* pursuant to the Unit Titles Act 2001 as amended; and
- That no guarantee is provided that the estimated budget will not change at the discretion of the *Developer* prior to completion or registration of the *Development*; or at the Inaugural General Meeting or the First Annual General Meeting of the Owners Corporation in the future; and
- Independent Property Group can only take into account current circumstances and increases in costs of goods or services cannot be predicted. All care has been taken in arriving at the above estimates, however Independent Property Group takes no responsibility for changes that occur during the development period or at any time in the future.

Building	CA Lot	Block	Section	Entitlement	Stage
A	1	2	60	10	*1*
B	2	29-41	60	35	*1*
C	3	TBA	TBA	12	*2*
D	4	TBA	TBA	26	*3*
E	5	TBA	TBA	17	*4*
				100	

COMMUNITY TITLE BUDGET	Year 1	Year 2
Accounting	$1,000.00	$1,050.00
Bank Fees	$50.00	$52.50
Caretaking	$57,720.00	$60,606.00
Contingencies	$1,000.00	$1,050.00
Electricity - Common	$5,000.00	$5,250.00
Facilities Management	$125,000.00	$131,250.00
Gardening	$10,000.00	$10,500.00
Insurance	$10,000.00	$10,500.00
Insurance Excess	$1,000.00	$1,050.00
ISM Management	$3,000.00	$3,150.00
ISM Set Up Fee	$550.00	
Repairs & Maintenance	$1,000.00	$1,050.00
Security	$5,000.00	$5,250.00
Sinking Fund Forecast	$1,500.00	
Waste Management	$4,000.00	$4,200.00
Water	$5,000.00	$5,250.00
Inflation Allowance (2.00%)	$4,616.40	$4,804.17
TOTAL	**$235,436.40**	**$245,012.67**

	Block	*Percentage*	*Year 1 Levies*	*Year 2 Levies*
BLOCK	A	*10*	$23,543.64	$24,501.27
BLOCK	B	*35*	$82,402.74	$85,754.43
BLOCK	C	*12*	$28,252.37	$29,401.52
BLOCK	D	*26*	$61,213.46	$63,703.29
BLOCK	E	*17*	$40,024.19	$41,652.15
	TOTAL	*100*	$235,436.40	$245,012.67
	Check	0	$0.00	$0.00

CLAYTON UTZ

By-laws of the Body Corporate Committee (Private Services)

Lots 1 - 8

Blocks 2, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49 and 50
Section 60 Kingston

and

Blocks 71 and 74
Section 50 Kingston

Clayton Utz
Lawyers
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Our reference 216/80177191

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1. Definitions

"**Act**" means the *Community Title Act 2001* (ACT).

"**Body Corporate**" means the body corporate created on registration of the Scheme under section 30 of the Act.

"**By-Laws**" means the By-Laws of Body Corporate and as required under the Act as registered at the time of registration of this Scheme or amended from time to time.

"**Committee**" means the committee established by the Body Corporate.

"**Common Property**" means Lot 6, Lot 7 and Lot 8.

"**Community Plan**" means the community title plan to be registered for the Scheme.

"**Community Title Lot**" means a lot in the Community Plan, other than the Common Property.

"**Developer**" means TNRC Pty Limited ACN 151 527 141.

"**Development Activity**" means work carried out by or on behalf of the Developer on the Land for the construction and development of the Land, the Scheme, Lots, buildings and or any building site, including where such activity takes place in phases or stages. Such work may include but is not limited to:

(a) demolition;

(b) building and ancillary activities;

(c) all relevant and related works and development as described under the Development Consent;

(d) subdivision of the Land;

(e) the grant of any lease, easements and covenants and dedication of the Land; and

(f) other activity as specified in the Management Statement for the Scheme.

"**Development Consent**" means any notice of decision in relation to the Land or any notice of decision relating to any Lot within the Land, issued by the ACT Environment, Planning and Sustainable Development Directorate, as may be amended or varied, including without limitation, by provisions of the *Planning and Development Act 2007* (ACT) or appealed or reviewed decisions as set out in Schedule 1 of the *Planning and Development Act 2007* (ACT) or by the ACT Civil and Administrative Appeals Tribunal or Court of by such other consent authority from time to time, such notice or determination being on terms satisfactory to the Developer in its absolute discretion.

"**Land**" means Blocks 2, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49 and 50 Section 60 Kingston, and Blocks 71 and 74 Section 50 Kingston.

"**Lot 1**" means Lot 1 in the Scheme and is comprised of Block 2 Section 60 Division Kingston.

"**Lot 2**" means Lot 2 in the Scheme and is comprised of Blocks 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40 and 41 Section 60 Division Kingston.

"**Lot 3**" means Lot 3 in the Scheme and is comprised of Block 42 Section 60 Division Kingston.

"**Lot 4**" means Lot 4 in the Scheme and is comprised as the part of Block 71 Section 50 Division Kingston excluding the area identified as "7 (71) [50]" on the Site Plan.

"**Lot 5**" means Lot 5 in the Scheme and is comprised as the part Block 74 Section 50 Division Kingston excluding the area identified as "8 (74) [50]" on the Site Plan.

"**Lot 6**" means Lot 6 in the Scheme and is comprised of Blocks 43, 44, 45, 46, 47, 48, 49 and 50 Section 60 Division Kingston.

"**Lot 7**" means Lot 7 in the Scheme and is comprised of part of Block 71 Section 50 Division Kingston excluding the area identified as " 7 (71) [50]" on the Site Plan.

"**Lot 8**" means Lot 8 in the Scheme and is comprised of part of Block 74 Section 50 Division Kingston excluding the area identified as "8 (74) [50]" on the Site Plan.

"**Member**" means the Owner of Lot 1, Owner of Lot 2, Owner of Lot 3, Owner of Lot 4 and Owner of Lot 5 including as applicable, the Owners Corporations for each of Lot 1, Lot 2, Lot 3, Lot 4 and Lot 5 as formed upon registration of a Unit Title Scheme under the *Unit Titles Act 2001* (ACT) and including the owner/s of any further lots (or the Owners Corporation if so formed upon registration of a Unit Title Scheme under the *Unit Titles Act 2001* (ACT)) if so created on registration of any plan of subdivision over the Scheme, and are the members of the body corporate as defined in the Act.

"**Occupier**" means each person who is a tenant, an occupier or a mortgagee in possession of a Community Title Lot or Unit within a Community Title Lot.

"**Owner**" means an owner of a Community Title Lot from time to time.

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

"**Management Statement**" means the management statement registered as part of the Scheme as required under the Act.

"**Scheme**" means the Community Title Scheme for the Land under section 5 of the Act and any and all such documents that comprise the Community Title Scheme as defined in the Act.

"**Services**" means any service (including all wires, cables, ducts or poles etc.) provided to the Common Property for the use and enjoyment of the Community Property or a Community Title Lot and includes any entry point or service located within an easement affecting a Community Title Lot which benefits the Common Property or another Community Title Lot forming part of the Scheme.

"**Unit**" means a unit as defined under the *Unit Titles Act 2001* (ACT) and generally in accordance with the unit plan or parcel designated on a unit title application and registered as part of a Unit Title Scheme.

"**Unit Title Scheme**" means a unit title scheme as registered on a Lot within the Scheme under the *Unit Titles Act 2001* (ACT).

2. Role of the Body Corporate Committee

2.1 Role of the Committee

The role of the Committee is to:

(a) give effect to the resolutions of the Body Corporate;

(b) levy contributions and administer spending of the Body Corporate in accordance with the resolutions of the Body Corporate;

(c) maintain, manage and insure the Common Property; and

(d) maintain and manage the Administrative Fund as required under the Act.

2.2 Powers of the Committee

Powers attributed to the Body Corporate may be exercised by the Committee where the Body Corporate has authorised the Committee to do so.

3. Membership of Body Corporate

(a) The members of the Body Corporate of the Scheme are the people who are for the time being Owners (including an Owners Corporation of a Unit Title Scheme).

(b) Notwithstanding by-law 3(a), a representative or representatives of the Developer may be a member of the Body Corporate for the first two years following registration of the Scheme.

4. Power to levy contributions

The Committee:

(a) must levy contributions in respect of the administrative fund in order to meet the requirement under the Act to have funds and expenditure available for the maintenance, insurance, repair, upkeep, use and operation of the Common Property including the Services and amenities. Such levies may also include a contribution with respect to the management of the Common Property if a manager has been appointed by the Body Corporate;

(b) must levy contributions required to maintain an appropriate sinking fund; and

(c) the contributions will be levied on a quarterly or annual basis as to be determined by the Committee.

5. Body Corporate Committee Officers

5.1 Officers of the Committee

The officers of the Committee are the secretary, treasurer and chairperson.

5.2 Functions of the secretary

The functions of the secretary are to:

(a) convene meetings of the Body Corporate and the Committee;

(b) prepare and distribute minutes of meetings of the Body Corporate and the Committee;

(c) give notices under the Act for the Body Corporate and the Committee;

(d) supply certificates about contributions, insurance and other matters required under the Act;

(e) answer communications sent to the Body Corporate;

(f) perform administrative and secretarial functions for the Body Corporate and the Committee; and

(g) keep records for the Body Corporate and the Committee according to this management statement and the Act.

5.3 Functions of the Treasurer

The functions of the treasurer are to:

(a) send notices of contributions to members of the Body Corporate;

(b) collect contributions from members of the Body Corporate;

(c) receive, acknowledge, bank and account for contributions and other money paid to the Body Corporate;

(d) prepare certificates about contributions, insurance and other matters required under the Act;

(e) keep accounting records for the Body Corporate according to the Act; and

(f) prepare financial statements according to the Act.

5.4 Functions of the chairperson

The function of the chairperson is to preside at meetings of the Body Corporate and the Committee at which they are present.

5.5 Protection from liability

A member of the Committee is not liable for any loss or damage caused by their actions as a member of the Committee unless they acted fraudulently or negligently.

5.6 Appointing sub-committees

The Committee may appoint sub-committees to investigate and report on issues relating to the management and operation of the Common Property.

5.7 Conducting investigations

Sub-committees may conduct investigations for the Committee.

6. Voting Rights

(a) Each Owner of a Lot is entitled to one vote per Lot.

(b) Any Owner may request a poll, and where a poll is required, an Owner is entitled to voting rights proportionate to the Owner's Lot Entitlement.

(c) An Owner may vote personally or by proxy on issues to be decided at a general meeting.

7. Election of Officers and Committee Members

(a) Officers and Committee Members may only be selected from Owners.

(b) Notwithstanding by-law 7(a), a representative or representatives of the Developer may nominate itself as an office bearer/or Committee Member during the first two years of operation of the Scheme.

(c) Elections for office bearers and Committee Members must be held at the Annual General Meeting of the Body Corporate.

8. Meetings of the Committee

8.1 When to convene meetings

Meetings of the Committee must be convened:

(a) for the first General Meeting no later than 3 months following registration of the Scheme;

(b) for subsequent General Meetings:

(i) by the secretary of the Body Corporate if they are asked to convene a meeting of one-third of the members of the Committee; or

(ii) by another member of the Committee if, in the absence of the secretary, one-third of the members of the Committee ask them to convene a meeting.

(c) for the first Annual General Meeting, within 15 months after the first general meeting; and

(d) for subsequent Annual General Meetings no later than 3 months after the end of each financial year.

8.2 Obligation to convene meetings

The secretary or the other member of the Committee must convene the meeting:

(a) within the time specified in the notice asking for the meeting; or

(b) if the notice does not specify a time, within 14 days of being asked.

8.3 Conducting meetings

Subject to these By-Laws and the Act, the Committee may meet to conduct business, adjourn and otherwise regulate meetings as it thinks fit.

8.4 Attendance at meetings

An Owner or, if an Owner is a corporation, the Owner's company nominee, may attend meetings of the Committee. An Owner or an Owner's company nominee may address the meeting only if the Committee agrees.

9. Notices for meetings of the Committee

9.1 Giving the notice

The secretary or the member of the Committee who convenes a meeting of the Committee must give:

(a) each member of the Committee; and

(b) each member of the Body Corporate

at least 48 hours' notice of the meeting. The notice must include:

(c) the time, date and venue of the meeting; and

(d) the agenda for the meeting.

9.2 Notice method

Notices under this section must be given:

(a) by email;

(b) personally to the member of the Committee or the member of the Body Corporate; or

(c) by post or hand delivery to the address shown for the member of the Committee or the member of the Body Corporate shown in the roll of the Body Corporate.

9.3 The agenda for the meeting

The agenda for a meeting of the Committee must include details of all the business the Committee will deal with at the meeting. The Committee cannot deal with business that is not on the agenda for the meeting.

10. Decisions made in writing

The Committee may vote on motions in writing if:

(a) notice of the meeting and an agenda have been given according to by-law 9;

(b) the secretary of the Committee (or the member of the Committee who convenes the meeting) has given each member of the Committee a voting paper; and

(c) a majority of the members of the Committee approve the motion(s) in writing and return their voting paper to the secretary of the Committee (or the member of the Committee who convenes the meeting) before the meeting commences.

11. Minutes of meetings of the Committee

11.1 Copy of minutes

The secretary or the member of the Committee who convenes a meeting of the Committee (including meetings held in writing) must give a copy of the minutes of the meeting to:

(a) each member of the Committee; and

(b) each member of the Body Corporate

within 14 days after the meeting.

11.2 How are minutes to be given?

Minutes must be given:

(a) by email;

(b) personally to the member of the Committee or the member of the Body Corporate; or

(c) by post or hand delivery to the address shown for the member of the Committee or the member of the Body Corporate shown in the roll of the Body Corporate.

12. Keeping records of meetings of the Committee

The Committee must keep copies of agendas and minutes of its meetings (including meetings held in writing):

(a) with the records of the Body Corporate; and

(b) for 7 years from the date of the meeting (or for the period the Act requires the Body Corporate to keep its meeting records).

13. Administrative Fund

(a) The Body Corporate must maintain a fund for meeting its financial obligations under the Act.

(b) All income must be paid into the fund and all expenditure must be made from the fund.

(c) If the Body Corporate considers it appropriate, the fund may be divided into separate parts, one related to recurrent expenditure and one related to capital expenditure.

(d) The fund must be kept at a level sufficient to meet reasonably foreseeable expenditure to be incurred by the Body Corporate.

14. Insurances

14.1 Insurances to be effected

(a) The Body Corporate must take out and maintain public liability insurance for an amount no less than $20 million for all of the following events happening in relation to the Common Property:

(i) death, bodily injury or illness of anyone; and

(ii) loss of, or damage to the property of anyone.

(b) The Body Corporate must keep insured the Common Property against the following risks:

(i) fire, lightening, tempest, earthquake and explosion;

(ii) riot, commotion, strikes and labour disturbances;

(iii) malicious damage;

(iv) bursting, leaking and overflowing of water tanks, water pipes and associated apparatus;

(v) impact of aircraft (including parts of and objects falling from aircraft) and road vehicles, horses and cattle; and

(vi) or any other risk as required by the Act or deemed appropriate by the Body Corporate.

14.2 Body Corporate insurances

Each year at its annual general meeting the Body Corporate must review:

(a) the insurance policies it has effected; and

(b) whether it needs new insurance policies.

14.3 Confirmation of insurances

Each year the secretary of the Body Corporate must include a motion in the annual general meeting notice for the Body Corporate to decide if it should confirm or change its insurance policies.

14.4 Effecting or adjusting insurances

The Body Corporate must immediately effect new insurance or adjust existing insurances if there is an increase in risk or a new risk to the Body Corporate or Common Property.

14.5 Cost of insurances

The Owners agree that the cost of the Insurances is to be included in the contributions towards the Administrative Fund, and premiums for the Insurances are to be paid by the Owners in the proportions as set out in the Lot Entitlement Schedule and as specified under the Act.

14.6 Other obligations in relation to insurances

Owners and Occupiers must:

(a) not do anything that might prejudice or void any Insurances (except with the consent of the Committee);

(b) not do anything that might increase any Insurances premiums (except with the consent of the Committee);

(c) pay any amount of increased Insurances premiums if that increase in Insurances premium is as a result of any action of the Owner or Occupier; and

(d) effect public liability insurance on their own Lot and each owner of a Unit within a Unit Title Scheme as registered on a Lot within the Scheme must each effect public liability insurance in respect to that Unit.

15. Contracts by the Body Corporate

In addition to its powers under the Act, the Body Corporate has the power to make agreements or enter into licences for itself to provide for the management, operation, maintenance and any Services and amenities to or for Common Property.

16. Appointment of Manager

(a) The Body Corporate may appoint a manager and delegate to the manager functions related to the administration, management and control of the Common Property.

(b) The manager is subject to the control and direction by the Body Corporate acting in general meetings.

17. Damage to Common Property

17.1 What are an Owner's obligations

An Owner must:

(a) use Common Property only for its intended purposes;

(b) immediately notify the Body Corporate if the Owner knows about damage to or a defect in Common Property or Services; and

(c) compensate the Body Corporate for any damage to Common Property or Services caused by the Owner, the Owner's visitors or persons doing work in the Common Property or Services on the Owner's behalf.

17.2 When does an Owner require consent?

An Owner must have consent from the Body Corporate to:

(a) interfere with or damage Common Property;

(b) remove or store equipment or other articles to or from Common Property; or

(c) use or adjust equipment in Common Property.

17.3 Damage to Common Property

If an Owner damages Common Property the Owner must pay the Body Corporate the cost of the damage.

17.4 Services

An Owner must have consent from the Body Corporate to:

(a) interfere with Services; and

(b) obstruct access to, overload or damage the Services.

17.5 Obligation to notify

An Owner must immediately notify the Body Corporate if the Owner knows about damage to or a fault in a Service.

18. What forms part of Common Property?

18.1 Common Property

The Common Property includes without limitation:

(a) all forms of lighting erected on the Common Property; and

(b) all improvements (including all landscaping) and water, storm water and electrical services as applicable erected or servicing the Common Property.

18.2 Obligations of Body Corporate

The Body Corporate must control, manage and maintain Common Property. The Body Corporate must also maintain the Services including any entry statement.

18.3 Rules

The Body Corporate may make Rules about using Common Property. An Owner must comply with those Rules.

18.4 Powers of the Body Corporate

In addition to its powers under the Act, the Body Corporate has the power to make agreements with third parties (eg security personnel) to exercise its functions under these By-Laws.

19. Use of Common Property

19.1 Powers of the Body Corporate

In addition to its powers under the Act, the Body Corporate has the power to:

(a) impose a speed limit for the Common Property;

(b) install speed humps or other traffic control devices on the Common Property; and

(c) put up traffic signs on the Common Property.

19.2 Motor vehicles

An Owner must not:

(a) drive a motor vehicle on the Common Property:

(i) at more than the speed limit determined by the Body Corporate under this management statement (or as otherwise required by law);

(ii) unless the vehicle is registered;

(iii) unless the Owner has a licence to drive a vehicle on a public road; or

(iv) if the vehicle is too noisy or gives off too much exhaust or fumes;

(b) park any motor vehicle, caravan, boat or other type of vehicle on the Common Property.

19.3 Storage

An Owner must not store or place any goods, rubbish or other items on the Common Property, unless the Owner has received the prior approval of the Body Corporate.

19.4 No Rubbish

An Owner must ensure that the Common Property to the rear of the Owner's Lot is kept clean and free from rubbish.

20. Owner Payments

An Owner must pay or cause to be paid all levies and/or Body Corporate fees as otherwise determined by the Body Corporate.

21. By-Laws

(a) The Body Corporate may make by-laws about:

(i) the administration, management and control of the Common Property; and

(ii) the use and enjoyment of the Common Property.

(b) New by-laws must be passed by ordinary resolution of the Body Corporate.

(c) An amendment to a by-law must be made by ordinary resolution of the Body Corporate.

(d) Where the Body Corporate has made or amended by-laws in accordance with this by-law, the Body Corporate must lodge an application under section 50 of the Act with the Registrar General within 3 months.

22. Rights of the Developer while it builds on the Common Property

22.1 Rights and obligations of the Developer

The Developer or any third party engaged by the Developer may carry out Development Activities without any need for the approval of the Members, Owners or Occupiers including the following:

(a) carry out building and development work in its discretion, including Development Activities;

(b) carry out demolition work, building and associated work on the Common Property;

(c) carry out landscaping and associated work on the Common Property;

(d) build, construct or otherwise provide additional facilities on the Common Property in its discretion;

(e) use any part of the Common Property to exercise its rights under these by-laws;

(f) have unrestricted access to Common Property;

(g) park motor vehicles and equipment on Common Property;

(h) place on or attach to Common Property temporary structures, building materials, cranes and other equipment;

(i) install and connect Services on Common Property and connect Services in Lots to service lines;

(j) lock or secure any part of Common Property. The Developer must give the secretary of the Body Corporate a key for the locked or secured area;

(k) gain access to the relevant restricted use areas at any time and by any way;

(l) carry out other works which the Developer considers reasonably necessary or desirable in order to build and develop the Common Property and carry out the rights and objectives contemplated by these By-Laws and the Management Statement; and

(m) contract or enter into arrangements with other parties for the purposes of carrying out any of the matters referred to in this by-law 22.1on its behalf.

22.2 Further obligations of the Developer

The Developer must:

(a) repair any damage to Common Property caused by exercising the rights of the Developer under this by-law 22;

(b) take all reasonable steps to minimise disturbance to Owners and Occupiers while exercising the rights of the Developer under this by-law 22;

(c) leave Common Property (or parts of it) clean and tidy after building and development work is finished; and

(d) maintain Common Property which the Developer has the right to use.

22.3 Rights of access for the Developer

The Developer may gain access to the restricted use areas through Common Property.

22.4 Marketing activities

For the purpose of selling lots or proposed lots in the Scheme, the Developer may do the following things on lots it owns or Common Property:

(a) erect or place marketing and advertising signs; and

(b) conduct real estate activities including, without limitation, sales, auctions and leasing.

22.5 Sales display

The Developer may use any lot it owns as a sales display.

22.6 No interference

The Body Corporate, Owners and Occupiers must not interfere with or prevent the Developer exercising its rights under this by-law 22.

22.7 Maintenance

The Developer must maintain the Common Property for which the Developer has exclusive or restricted use rights under this by-law 22.

22.8 Costs of maintaining the Common Property

The Body Corporate must levy its members for the costs of maintaining the Common Property which is the subject of this section, unless that cost is payable by the Developer under this section.

23. Dispute Resolution

23.1 How Disputes should be Resolved

(a) No amendment may be made to this by-law unless it is by unanimous resolution of the Body Corporate.

(b) If a dispute arises between an Owner and the Body Corporate or two or more Owners a party that alleges there is a dispute must give written notice to the other party setting out the nature and circumstances of the dispute and the resolution that the party seeks to the dispute.

(c) Within 14 days of receipt of this notice, the parties must take reasonable steps to confer and attempt to resolve the dispute.

23.2 Appointment of a Mediator

(a) If the dispute cannot be resolved, the parties to the dispute must endeavour to settle the dispute by mediation before having recourse to litigation or arbitration.

(b) A mediator will be appointed as agreed between the parties to the dispute. If the parties to the dispute cannot agree on a mediator then the mediator will be appointed by the President of the Law Society of the Australian Capital Territory for the time being.

23.3 Mediation Process

(a) The mediator must be independent and impartial and have no vested interest in the outcome of the settlement of the dispute. If the mediator becomes aware of any conflict of interest during the mediation it must inform the parties and terminate the mediation, unless the parties otherwise agree.

(b) Within 28 days of appointment of the mediator, the parties to the dispute shall confer with each other and the mediator, if necessary at a pre-mediation meeting to determine what further steps (including further production of material to the mediator) may need to be taken.

(c) The mediation shall be fixed for a date, time and place agreeable to the parties to the dispute and the mediator. If the parties cannot agree on these issues, then the mediator shall decide them. The parties agree to be bound by the mediator's decision and will do all things necessary to attend the mediation.

(d) Each party to the dispute shall cooperate with, and abide by any reasonable directions given by the mediator.

(e) Each party to the dispute agrees that:

(i) the mediation is confidential;

(ii) all communications in relation to the mediation will be without prejudice; and

(iii) they will not seek to join the mediator in any legal proceeding relating to the dispute.

23.4 Payment of Fees

(a) Within 14 days of appointment of the mediator, the mediator will supply the parties to the dispute with an estimate of fees that will be incurred by the mediator.

(b) Subject to by-law 23.5 costs of the mediation and any other costs and expenses will be shared equally between the parties to the dispute unless otherwise agreed.

23.5 Failure of Member to enter into Dispute Resolution Procedure

In the event that a party to the dispute refuses to enter mediation or terminates the mediation before the dispute is resolved, that party will be required to pay all of the costs of the mediation process.

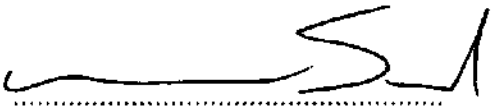
23.6 Limited recourse to litigation

Notwithstanding anything else to the contrary contained in this by-law 23, a party to the dispute may institute court proceedings with respect to any breach of the by-laws if such proceedings are necessary:

(a) To avoid the expiration of any applicable limitation period; or

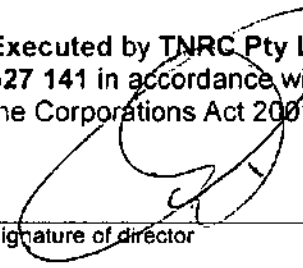
(b) To obtain an injunction to prevent immediate harm or loss which could not be redressed or compensated adequately after the event.

Signed by Monica Saad)
an authorised delegate of the Planning)
and Land Authority)

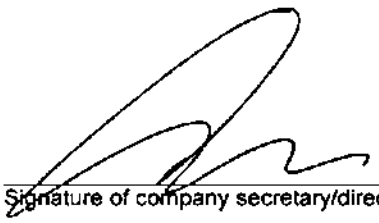


Delegate

Executed by TNRC Pty Limited ACN 151 527 141 in accordance with section 127 of the Corporations Act 2001 (Cth):



Signature of director



Signature of company secretary/director

PETER JOHN WRIGHT
Full name of director

JOHN GILROY GASSON
Full name of company secretary/director

ACT Government
Justice and Community Safety

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

COMMUNITY TITLE SCHEME LOT ENTITLEMENT SCHEDULE

Form 062 - CTSE

Land Titles Act 1925

TITLE AND LAND DETAILS NOT BEING PROPOSED AS COMMON PROPERTY

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2395:58	KINGSTON	60	2		1	10
2395:59	KINGSTON	60	29 - 41		2	35
2395:64	KINGSTON	60 50	42 71,74		3 - 5, 7, 8	55
					Lot Entitlement Total	100

DEVELOPER'S EXECUTION

Name of developer
Executed by TNRC PTY LIMITED ACN 151 527 141 in accordance with Section 127 of the Corporations Act 2001 (Cth)

Director

Director

Signature or common seal of developer

Dated - 11 January 2019

Full name of witness (if required)

NOT REQUIRED

Signature of witness (if required)

Dated -

PLANNING AND LAND AUTHORITY APPROVAL

The attached lot entitlement schedule was approved for registration

Dated 15th this day of January 2019

Monica Saad

Full Name and Signature of the delegate of the ACT Planning and Land Authority.

REGISTRAR-GENERAL REGISTRATION

The attached lot entitlement schedule for Community Title Scheme No 32 was registered

Dated 18·1·19 ~~this day~~ of ~~2019~~

Dave Peffer
Registrar-General

Signature of Registrar-General

Approved form AF2019-2 approved by Fred Arugay, Deputy Registrar-General on 03/01/2019 under section 140 of the *Land Titles Act 1925* (approved forms)
This form revokes AF2012-65
Unauthorised version prepared by ACT Parliamentary Counsel's Office

ACT Government

Access Canberra.

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

LOT ENTITLEMENT SCHEDULE FOR A PROGRESSIVE DEVELOPMENT WITHIN A COMMUNITY TITLE SCHEME

Land Titles Act 1925

Form 099 - CTLP

DETAILS OF PARCELS NOT BEING PROPOSED AS COMMON PROPERTY

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2399:51	KINGSTON	60	2	1	1	-
2399:52	KINGSTON	60	2	2	1	-
2399:53	KINGSTON	60	2	3	1	-
2399:54	KINGSTON	60	2	4	1	-
2399:55	KINGSTON	60	2	5	1	-
2399:56	KINGSTON	60	2	6	1	-
2399:57	KINGSTON	60	2	7	1	-
2399:58	KINGSTON	60	2	8	1	-
2399:59	KINGSTON	60	2	9	1	-
2399:60	KINGSTON	60	2	10	1	-
2399:61	KINGSTON	60	2	11	1	-
2399:62	KINGSTON	60	2	12	1	-
2399:63	KINGSTON	60	2	13	1	-
2399:64	KINGSTON	60	2	14	1	-
2399:65	KINGSTON	60	2	15	1	-
2399:66	KINGSTON	60	2	16	1	-
2399:67	KINGSTON	60	2	17	1	-
2399:68	KINGSTON	60	2	18	1	-

Approved form AF2019-4 approved by Fred Arugay, Deputy Registrar-General on 03/01/2019 under section 140 of the *Land Titles Act 1925* (approved forms)
This form revokes AF2012-91
Unauthorised version prepared by ACT Parliamentary Counsel's Office

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2399:69	KINGSTON	60	2	19	1	-
2399:70	KINGSTON	60	2	20	1	-
2399:71	KINGSTON	60	2	21	1	-
2399:72	KINGSTON	60	2	22	1	-
2399:73	KINGSTON	60	2	23	1	-
2399:74	KINGSTON	60	2	24	1	-
2399:50	KINGSTON	60	2	CP	1	10
2399:91	KINGSTON	60	29-41	1	2	-
2399:92	KINGSTON	60	29-41	2	2	-
2399:93	KINGSTON	60	29-41	3	2	-
2399:94	KINGSTON	60	29-41	4	2	-
2399:95	KINGSTON	60	29-41	5	2	-
2399:96	KINGSTON	60	29-41	6	2	-
2399:97	KINGSTON	60	29-41	7	2	-
2399:98	KINGSTON	60	29-41	8	2	-
2399:99	KINGSTON	60	29-41	9	2	-
2399:100	KINGSTON	60	29-41	10	2	-
2400:1	KINGSTON	60	29-41	11	2	-
2400:2	KINGSTON	60	29-41	12	2	-
2400:3	KINGSTON	60	29-41	13	2	-
2400:4	KINGSTON	60	29-41	14	2	-
2400:5	KINGSTON	60	29-41	15	2	-
2400:6	KINGSTON	60	29-41	16	2	-
2400:7	KINGSTON	60	29-41	17	2	-
2400:8	KINGSTON	60	29-41	18	2	-

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2400:9	KINGSTON	60	29-41	19	2	-
2400:10	KINGSTON	60	29-41	20	2	-
2400:11	KINGSTON	60	29-41	21	2	-
2400:12	KINGSTON	60	29-41	22	2	-
2400:13	KINGSTON	60	29-41	23	2	-
2400:14	KINGSTON	60	29-41	24	2	-
2400:15	KINGSTON	60	29-41	25	2	-
2400:16	KINGSTON	60	29-41	26	2	-
2400:17	KINGSTON	60	29-41	27	2	-
2400:18	KINGSTON	60	29-41	28	2	-
2400:19	KINGSTON	60	29-41	29	2	-
2400:20	KINGSTON	60	29-41	30	2	-
2400:21	KINGSTON	60	29-41	31	2	-
2400:22	KINGSTON	60	29-41	32	2	-
2400:23	KINGSTON	60	29-41	33	2	-
2400:24	KINGSTON	60	29-41	34	2	-
2400:25	KINGSTON	60	29-41	35	2	-
2400:26	KINGSTON	60	29-41	36	2	-
2400:27	KINGSTON	60	29-41	37	2	-
2400:28	KINGSTON	60	29-41	38	2	-
2400:29	KINGSTON	60	29-41	39	2	-
2400:30	KINGSTON	60	29-41	40	2	-
2400:31	KINGSTON	60	29-41	41	2	-
2400:32	KINGSTON	60	29-41	42	2	-
2400:33	KINGSTON	60	29-41	43	2	-

Approved form AF2019-4 approved by Fred Arugay, Deputy Registrar-General on 03/01/2019 under section 140 of the *Land Titles Act 1925* (approved forms)
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Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2400:34	KINGSTON	60	29-41	44	2	-
2400:35	KINGSTON	60	29-41	45	2	-
2400:36	KINGSTON	60	29-41	46	2	-
2400:37	KINGSTON	60	29-41	47	2	-
2400:38	KINGSTON	60	29-41	48	2	-
2400:39	KINGSTON	60	29-41	49	2	-
2400:40	KINGSTON	60	29-41	50	2	-
2400:41	KINGSTON	60	29-41	51	2	-
2400:42	KINGSTON	60	29-41	52	2	-
2400:43	KINGSTON	60	29-41	53	2	-
2400:44	KINGSTON	60	29-41	54	2	-
2400:45	KINGSTON	60	29-41	55	2	-
2400:46	KINGSTON	60	29-41	56	2	-
2400:47	KINGSTON	60	29-41	57	2	-
2400:48	KINGSTON	60	29-41	58	2	-
2400:49	KINGSTON	60	29-41	59	2	-
2400:50	KINGSTON	60	29-41	60	2	-
2400:51	KINGSTON	60	29-41	61	2	-
2400:52	KINGSTON	60	29-41	62	2	-
2400:53	KINGSTON	60	29-41	63	2	-
2400:54	KINGSTON	60	29-41	64	2	-
2400:55	KINGSTON	60	29-41	65	2	-
2400:56	KINGSTON	60	29-41	66	2	-
2400:57	KINGSTON	60	29-41	67	2	-
2400:58	KINGSTON	60	29-41	68	2	-

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2400:59	KINGSTON	60	29-41	69	2	-
2400:60	KINGSTON	60	29-41	70	2	-
2400:61	KINGSTON	60	29-41	71	2	-
2400:62	KINGSTON	60	29-41	72	2	-
2400:63	KINGSTON	60	29-41	73	2	-
2400:64	KINGSTON	60	29-41	74	2	-
2400:65	KINGSTON	60	29-41	75	2	-
2400:66	KINGSTON	60	29-41	76	2	-
2400:67	KINGSTON	60	29-41	77	2	-
2400:68	KINGSTON	60	29-41	78	2	-
2400:69	KINGSTON	60	29-41	79	2	-
2400:70	KINGSTON	60	29-41	80	2	-
2400:71	KINGSTON	60	29-41	81	2	-
2400:72	KINGSTON	60	29-41	82	2	-
2400:73	KINGSTON	60	29-41	83	2	-
2400:74	KINGSTON	60	29-41	84	2	-
2400:75	KINGSTON	60	29-41	85	2	-
2400:76	KINGSTON	60	29-41	86	2	-
2400:77	KINGSTON	60	29-41	87	2	-
2400:78	KINGSTON	60	29-41	88	2	-
2400:79	KINGSTON	60	29-41	89	2	-
2400:80	KINGSTON	60	29-41	90	2	-
2400:81	KINGSTON	60	29-41	91	2	-
2400:82	KINGSTON	60	29-41	92	2	-
2400:83	KINGSTON	60	29-41	93	2	-

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2400:84	KINGSTON	60	29-41	94	2	-
2400:85	KINGSTON	60	29-41	95	2	-
2400:86	KINGSTON	60	29-41	96	2	-
2400:87	KINGSTON	60	29-41	97	2	-
2399:90	KINGSTON	60	29-41	CP	2	35
2410:81	KINGSTON	60	42	1	3	-
2410:82	KINGSTON	60	42	2	3	-
2410:83	KINGSTON	60	42	3	3	-
2410:84	KINGSTON	60	42	4	3	-
2410:85	KINGSTON	60	42	5	3	-
2410:86	KINGSTON	60	42	6	3	-
2410:87	KINGSTON	60	42	7	3	-
2410:88	KINGSTON	60	42	8	3	-
2410:89	KINGSTON	60	42	9	3	-
2410:90	KINGSTON	60	42	10	3	-
2410:91	KINGSTON	60	42	11	3	-
2410:92	KINGSTON	60	42	12	3	-
2410:93	KINGSTON	60	42	13	3	-
2410:94	KINGSTON	60	42	14	3	-
2410:95	KINGSTON	60	42	15	3	-
2410:96	KINGSTON	60	42	16	3	-
2410:97	KINGSTON	60	42	17	3	-
2410:98	KINGSTON	60	42	18	3	-
2410:99	KINGSTON	60	42	19	3	-
2410:100	KINGSTON	60	42	20	3	-

Approved form AF2019-4 approved by Fred Arugay, Deputy Registrar-General on 03/01/2019 under section 140 of the *Land Titles Act 1925* (approved forms)
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Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2411:1	KINGSTON	60	42	21	3	-
2411 2	KINGSTON	60	42	22	3	-
2411 3	KINGSTON	60	42	23	3	-
2411:4	KINGSTON	60	42	24	3	-
2411:5	KINGSTON	60	42	25	3	-
2411:6	KINGSTON	60	42	26	3	-
2410:80	KINGSTON	60	42	CP	3	12
2405:73	KINGSTON	50	71, 74		4-5, 7-8	43
					Lot Entitlement Total	100

DETAILS OF PARCELS PROPOSED AS COMMON PROPERTY

Volume & Folio	District/Division	Section	Block	Lot
2395:63	KINGSTON	60	43-50	6

DEVELOPER'S EXECUTION

Name of developer
TNRC PTY LIMITED by is attorney ALFONSO DEL RIO pursuant to Power of Attorney ACT Registration No.0144120

Signature or common seal of developer
Dated - 14/05/2019

Full name of witness (if required)

Amanda Leigh Noy
10/2 Phillip Law Street
CANBERRA ACT 2501

Signature of witness (if required)
Dated - 14/05/2019

PLANNING AND LAND AUTHORITY APPROVAL

The attached lot entitlement schedule was approved for registration

Dated 31st this day of May 2019

Monica Saad

Full Name and Signature of the delegate of the ACT Planning and Land Authority.

REGISTRAR-GENERAL REGISTRATION

The attached lot entitlement schedule for Community Title Scheme No 32 was registered

Dated 14th this day of June 2019

David Snowden
Registrar-General

Signature of Registrar-General

Approved form AF2019-4 approved by Fred Arugay, Deputy Registrar-General on 03/01/2019 under section 140 of the *Land Titles Act 1925* (approved forms)
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ACT Government

Access Canberra.

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

LOT ENTITLEMENT SCHEDULE FOR A PROGRESSIVE DEVELOPMENT WITHIN A COMMUNITY TITLE SCHEME

Land Titles Act 1925

Form 099 - CTLP

DETAILS OF PARCELS NOT BEING PROPOSED AS COMMON PROPERTY

Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2399:51	KINGSTON	60	2	1	1	-
2399:52	KINGSTON	60	2	2	1	-
2399:53	KINGSTON	60	2	3	1	-
2399:54	KINGSTON	60	2	4	1	-
2399:55	KINGSTON	60	2	5	1	-
2399:56	KINGSTON	60	2	6	1	-
2399:57	KINGSTON	60	2	7	1	-
2399:58	KINGSTON	60	2	8	1	-
2399:59	KINGSTON	60	2	9	1	-
2399:60	KINGSTON	60	2	10	1	-
2399:61	KINGSTON	60	2	11	1	-
2399:62	KINGSTON	60	2	12	1	-
2399:63	KINGSTON	60	2	13	1	-
2399:64	KINGSTON	60	2	14	1	-
2399:65	KINGSTON	60	2	15	1	-
2399:66	KINGSTON	60	2	16	1	-
2399:67	KINGSTON	60	2	17	1	-
2399:68	KINGSTON	60	2	18	1	-

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Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2399:69	KINGSTON	60	2	19	1	-
2399:70	KINGSTON	60	2	20	1	-
2399:71	KINGSTON	60	2	21	1	-
2399:72	KINGSTON	60	2	22	1	-
2399:73	KINGSTON	60	2	23	1	-
2399:74	KINGSTON	60	2	24	1	-
2399:50	KINGSTON	60	2	CP	1	10
2399:91	KINGSTON	60	29-41	1	2	-
2399:92	KINGSTON	60	29-41	2	2	-
2399:93	KINGSTON	60	29-41	3	2	-
2399:94	KINGSTON	60	29-41	4	2	-
2399:95	KINGSTON	60	29-41	5	2	-
2399:96	KINGSTON	60	29-41	6	2	-
2399:97	KINGSTON	60	29-41	7	2	-
2399:98	KINGSTON	60	29-41	8	2	-
2399:99	KINGSTON	60	29-41	9	2	-
2399:100	KINGSTON	60	29-41	10	2	-
2400:1	KINGSTON	60	29-41	11	2	-
2400:2	KINGSTON	60	29-41	12	2	-
2400:3	KINGSTON	60	29-41	13	2	-
2400:4	KINGSTON	60	29-41	14	2	-
2400:5	KINGSTON	60	29-41	15	2	-
2400:6	KINGSTON	60	29-41	16	2	-
2400:7	KINGSTON	60	29-41	17	2	-
2400:8	KINGSTON	60	29-41	18	2	-

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Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2400:9	KINGSTON	60	29-41	19	2	-
2400:10	KINGSTON	60	29-41	20	2	-
2400:11	KINGSTON	60	29-41	21	2	-
2400:12	KINGSTON	60	29-41	22	2	-
2400:13	KINGSTON	60	29-41	23	2	-
2400:14	KINGSTON	60	29-41	24	2	-
2400:15	KINGSTON	60	29-41	25	2	-
2400:16	KINGSTON	60	29-41	26	2	-
2400:17	KINGSTON	60	29-41	27	2	-
2400:18	KINGSTON	60	29-41	28	2	-
2400:19	KINGSTON	60	29-41	29	2	-
2400:20	KINGSTON	60	29-41	30	2	-
2400:21	KINGSTON	60	29-41	31	2	-
2400:22	KINGSTON	60	29-41	32	2	-
2400:23	KINGSTON	60	29-41	33	2	-
2400:24	KINGSTON	60	29-41	34	2	-
2400:25	KINGSTON	60	29-41	35	2	-
2400:26	KINGSTON	60	29-41	36	2	-
2400:27	KINGSTON	60	29-41	37	2	-
2400:28	KINGSTON	60	29-41	38	2	-
2400:29	KINGSTON	60	29-41	39	2	-
2400:30	KINGSTON	60	29-41	40	2	-
2400:31	KINGSTON	60	29-41	41	2	-
2400:32	KINGSTON	60	29-41	42	2	-
2400:33	KINGSTON	60	29-41	43	2	-

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Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2400:34	KINGSTON	60	29-41	44	2	-
2400:35	KINGSTON	60	29-41	45	2	-
2400:36	KINGSTON	60	29-41	46	2	-
2400:37	KINGSTON	60	29-41	47	2	-
2400:38	KINGSTON	60	29-41	48	2	-
2400:39	KINGSTON	60	29-41	49	2	-
2400:40	KINGSTON	60	29-41	50	2	-
2400:41	KINGSTON	60	29-41	51	2	-
2400:42	KINGSTON	60	29-41	52	2	-
2400:43	KINGSTON	60	29-41	53	2	-
2400:44	KINGSTON	60	29-41	54	2	-
2400:45	KINGSTON	60	29-41	55	2	-
2400:46	KINGSTON	60	29-41	56	2	-
2400:47	KINGSTON	60	29-41	57	2	-
2400:48	KINGSTON	60	29-41	58	2	-
2400:49	KINGSTON	60	29-41	59	2	-
2400:50	KINGSTON	60	29-41	60	2	-
2400:51	KINGSTON	60	29-41	61	2	-
2400:52	KINGSTON	60	29-41	62	2	-
2400:53	KINGSTON	60	29-41	63	2	-
2400:54	KINGSTON	60	29-41	64	2	-
2400:55	KINGSTON	60	29-41	65	2	-
2400:56	KINGSTON	60	29-41	66	2	-
2400:57	KINGSTON	60	29-41	67	2	-
2400:58	KINGSTON	60	29-41	68	2	-

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Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2400:59	KINGSTON	60	29-41	69	2	-
2400:60	KINGSTON	60	29-41	70	2	-
2400:61	KINGSTON	60	29-41	71	2	-
2400:62	KINGSTON	60	29-41	72	2	-
2400:63	KINGSTON	60	29-41	73	2	-
2400:64	KINGSTON	60	29-41	74	2	-
2400:65	KINGSTON	60	29-41	75	2	-
2400:66	KINGSTON	60	29-41	76	2	-
2400:67	KINGSTON	60	29-41	77	2	-
2400:68	KINGSTON	60	29-41	78	2	-
2400:69	KINGSTON	60	29-41	79	2	-
2400:70	KINGSTON	60	29-41	80	2	-
2400:71	KINGSTON	60	29-41	81	2	-
2400:72	KINGSTON	60	29-41	82	2	-
2400:73	KINGSTON	60	29-41	83	2	-
2400:74	KINGSTON	60	29-41	84	2	-
2400:75	KINGSTON	60	29-41	85	2	-
2400:76	KINGSTON	60	29-41	86	2	-
2400:77	KINGSTON	60	29-41	87	2	-
2400:78	KINGSTON	60	29-41	88	2	-
2400:79	KINGSTON	60	29-41	89	2	-
2400:80	KINGSTON	60	29-41	90	2	-
2400:81	KINGSTON	60	29-41	91	2	-
2400:82	KINGSTON	60	29-41	92	2	-
2400:83	KINGSTON	60	29-41	93	2	-

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Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2400:84	KINGSTON	60	29-41	94	2	-
2400:85	KINGSTON	60	29-41	95	2	-
2400:86	KINGSTON	60	29-41	96	2	-
2400:87	KINGSTON	60	29-41	97	2	-
2399:90	KINGSTON	60	29-41	CP	2	35
2410:81	KINGSTON	60	42	1	3	-
2410:82	KINGSTON	60	42	2	3	-
2410:83	KINGSTON	60	42	3	3	-
2410:84	KINGSTON	60	42	4	3	-
2410:85	KINGSTON	60	42	5	3	-
2410:86	KINGSTON	60	42	6	3	-
2410:87	KINGSTON	60	42	7	3	-
2410:88	KINGSTON	60	42	8	3	-
2410:89	KINGSTON	60	42	9	3	-
2410:90	KINGSTON	60	42	10	3	-
2410:91	KINGSTON	60	42	11	3	-
2410:92	KINGSTON	60	42	12	3	-
2410:93	KINGSTON	60	42	13	3	-
2410:94	KINGSTON	60	42	14	3	-
2410:95	KINGSTON	60	42	15	3	-
2410:96	KINGSTON	60	42	16	3	-
2410:97	KINGSTON	60	42	17	3	-
2410:98	KINGSTON	60	42	18	3	-
2410:99	KINGSTON	60	42	19	3	-
2410:100	KINGSTON	60	42	20	3	-

Approved form AF2019-4 approved by Fred Arugay, Deputy Registrar-General on 03/01/2019 under section 140 of the *Land Titles Act 1925* (approved forms)
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Volume & Folio	District/Division	Section	Block	Unit	Lot	Lot Entitlement
2411:1	KINGSTON	60	42	21	3	-
2411:2	KINGSTON	60	42	22	3	-
2411:3	KINGSTON	60	42	23	3	-
2411:4	KINGSTON	60	42	24	3	-
2411:5	KINGSTON	60	42	25	3	-
2411:6	KINGSTON	60	42	26	3	-
2410:80	KINGSTON	60	42	CP	3	12
2432:25	KINGSTON	60	52		4	26
2432:27	KINGSTON	50	74		5, 8	17
					Lot Entitlement Total	100

DETAILS OF PARCELS PROPOSED AS COMMON PROPERTY

Volume & Folio	District/Division	Section	Block	Lot
2395:63	KINGSTON	60	43-50	6
2432:26	KINGSTON	60	53	7

DEVELOPER'S EXECUTION

Name of developer
TNRC PTY LIMITED by ls attorney ALFONSO DEL RIO pursuant to Power of Attorney ACT Registration No.0144120

Signature or common seal of developer
Dated - 11/11/2019

Full name of witness (if required)

Amanda Leigh Noy
10/2 Phillip Law Street
CANBERRA ACT 2601

Signature of witness (if required)
Dated - 11/11/2019

Approved form AF2019-4 approved by Fred Arugay, Deputy Registrar-General on 03/01/2019 under section 140 of the *Land Titles Act 1925* (approved forms)
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PLANNING AND LAND AUTHORITY APPROVAL	REGISTRAR-GENERAL REGISTRATION
The attached lot entitlement schedule was approved for registration Dated 11 this day of November 2019 IRMA SARE Full Name and Signature of the delegate of the ACT Planning and Land Authority.	The attached lot entitlement schedule for Community Title Scheme No 32 was registered Dated 21 this day of November 2019 David Pryce Registrar-General Signature of Registrar-General

STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601
PHONE: (02) 62071923

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	30	Block	52	Section	60	Suburb	KINGSTON

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) ☐	( )	(X)

Certificate Number: 81528 Dated: 12-DEC-19

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 : 12987 - 198669612

Date: 30-JUN-26 13:25:35

STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

INFORMATION ABOUT THE PROPERTY

KINGSTON Section 60/Block 52/Unit 30 **Building Class: A**

Area(m2): 1,799.4
Unimproved Value: $6,140,000 **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.

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA202037707 **Lodged** 21-OCT-20 **Type** See Subclass

-- Application Details ----------

Description
EXISTING RESIDENTIAL DEVELOPMENT - Alterations and additions to existing unit and balcony, retractable roof, spa and associated works.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Kingston	60	52-52	64

-- Involved Parties ----------

Role	Name
Lessee	Gavin Reid
Applicant	Louise Forsyth
Representor	Rayner, N T& J M
Representor	Twala, Thabile

-- 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

STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

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 the live in one of the 17 currently declared cat containment suburbs. All cats (regardless of age) located in the following suburbs must be contained to their premise 24 hours a day. However, cats can be walked on a leash and harness under effective control in all containment suburbs: BONNER, COOMBS, CRACE, DENMAN PROSPECT, FORDE, JACKA, LAWSON, MOLONGLO, MONCRIEFF, STRATHNAIRN, THE FAIR in north WATSON, THROSBY, WRIGHT, GUNGAHLIN TOWN CENTRE, MACNAMARA, TAYLOR and WHITLAM. More information on cat containment is available at https://www.cityservices.act.gov.au/pets-and-wildlife/domestic-animals/cats/cat-containment or by phoning Access Canberra on 13 22 81.

URBAN FOREST ACT 2023

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

---- END OF REPORT ----

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

26 June 2026

Community Title Scheme No. 32
Registered for GST

ABN 41 663 856 288

Tax Invoice

Legitimate Solutions Legal
2/16 Thesiger Court
DEAKIN ACT 2600

Ref

Re Lot 4 Community Title Scheme No. 32

Fee 70.00 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 975569149

Biller Code 74625
StrataPay Ref 975569149

Section 56

Australian Capital Territory
Community Title Certificate
(See attached formed entitled Community Title Certificate)

COMMUNITY TITLE CERTIFICATE[+]

FORM 6

Instructions for completion

2.1 The applicant for the certificate should fill out this form with information known to the applicant.

2.2 Items marked ** - The applicant or body corporate should strike these out if they are inapplicable.

2.3 The applicant or body corporate may strike out any other items (or text) to which no response is needed or appropriate.

2.4 The body corporate must otherwise supply the information or answer questions to complete the certificate to the best of the knowledge or the body corporate and the person completing the certificate on behalf of the body corporate.

2.5 If there is insufficient space where indicated on the form, include additional details under 'additional information' (at 8 below), or attach it to the certificate with a note where appropriate on the form indicating the attachment.

2.6 The body corporate must affix its seal to the completed certificate (where indicated at the end) and return it to the applicant.

2.7 In the certificate, ***CTA*** means the *Community Title Act 2001.*

[+] See CTA s 56. An application to a body corporate for a community title certificate may be made only by an eligible person (see definition in CAT dictionary).

1. Lot, owner and applicant

1.1 Community Title Scheme number No. 32

1.2 Lessee or interested person/s

The Owners of UP4802 - The Powerhouse

1.3 Applicant for certificate
Legitimate Solutions Legal
2/16 Thesiger Court
DEAKIN ACT 2600

1.4 ** Purchaser of lot (or interest) N/A

1.5 Block 43-50
Section 60
Suburb Parbery St & Cunningham St
Kingston Act 2604

Lot entitlement 26.00
** Unit No. D
** Unit class [tick box] ☐ class A ☐ class B

1.6 ** Easement over common property

2. Body Corporate

2.1 Body Corporate address for service of documents

Bright & Duggan (ACT) Pty Ltd
PO Box 281
CROWS NEST NSW 1585

Has the body corporate passed an ordinary resolution to appoint a committee of management? *[tick box]* ☒ Yes ☐ No

2.3 ** Committee of Management (if formed)

Office	Name	Address
Chairperson	**Mariella Knaus**	UG03/1 The Causeway KINGSTON ACT 2604
Secretary	**Anshu Wijeyeratne**	302/10 Parberry Street KINGSTON ACT 2604
Treasurer	**Natalie Southwell**	310/17 The Causeway Kingston ACT 2604
Committee	**Kieran Nicholson**	108/9 The Causeway KINGSTON ACT 2604
	M Bentley	67 / 44 Jerrabomberra Avenue NARRABUNDAH ACT 2604
	Denise Steele	406/17 The Causeway Kingston ACT 2604

2.4 Does the body corporate have a manager? (CTA s 44) *[tick box]* ☒ Yes ☐ No

** Manager's name and address

Bright & Duggan (ACT) Pty Ltd
PO Box 281
CROWS NEST NSW 1585

2.5 Where can the corporate register, books, records and other documents be inspected?

Bright & Duggan (ACT) Pty Ltd
PO Box 281
CROWS NEST NSW 1585

3. Contributions

3.1	When did the current body corporate financial year begin?	01/05/2026
3.2	Contributions due from the lessee of the lot for the current Financial Year *[include all amounts payable by the lot owner to the body corporate]*	Annual $0.00

The current fees for Administration Fund are:

Description	Amount	Due Date	Date Paid	Notice Date

The current fees for Sinking Fund are:

Description	Amount	Due Date	Date Paid	Notice Date

3.3	Total contributions for the current financial year	$0.00

	Total Due	Total outstanding
Administration Fund	$0.00	$0.00
Sinking Fund	$0.00	$0.00
Total	$0.00	$0.00

4. Other outstanding debts (including overdue contributions)

4.1 Other contributions

Fund	Period	Due date	Amount due
		Total Outstanding	$0.00

4.2 Other amounts payable (Including 4.3)

Purpose	Fund	Amount	Due date	Amount
No other amounts payable for the lot.				
		Total Outstanding		$0.00

4.4 Overdue interest $0.00

4.5 Total other debts **Total Outstanding** $0.00

5. Decisions and actions by body corporate (or others)

Item	Decision or action *[including amendment or revocation of a decision and pending decision or action.]*	Has the decision been made, or action been taken? If so when? *[Tick appropriate box and give further details as indicated below.]*
5.1	Merger and division of bodies corporate - unanimous resolution (CTA s 33(1)) *[tick box]*	☐ Yes ☒ No **Date of resolution** *[Details under 'additional information' (at 8 below).]*
5.2	Interest rate fixed for overdue contributions - resolution (CTA s 47) *[tick box]*	☐ Yes ☒ No **Date of resolution** *[Details under 'additional information' (at 8 below).]*
5.3	Exclusive use by-laws - Unanimous resolution (CTA s 51(1)) *[tick box]*	☐ Yes ☒ No **Date of resolution** *[Details under 'additional information' (at 8 below).]*
5.4	Revocation of exclusive use by-law - ordinary resolution (CTA s 51(8)) *[tick box]*	☐ Yes ☐ No **Date of resolution** *[Details under 'additional information' (at 8 below).]*
5.5	Agreement of amalgamation - unanimous resolution (CTA s 81(1)(b)) *[tick box]*	☐ Yes ☒ No **Date of resolution** *[Details under 'additional information' (at 8 below).]*
5.6	Consent of subsidiary schemes to amalgamation of scheme - ordinary resolution (CTA s 81(2)) *[tick box]*	☐ Yes ☒ No **Date of resolution** *[Details under 'additional information' (at 8 below).]*

6. Insurance

Item	Information about insurance		
6.1	Is the body corporate exempt (by unanimous resolution) from the requirement to take out building insurance? (CTA s 39(1)) *[tick box]*	☐ Yes	☒ No
		If yes, give the details including date of resolution:	
		Date of resolution	

6.2 Details of insurance held by the body corporate

[Attach copies of each current insurance policy to the certificate.]

TYPE	COMPANY	POLICY NO.	SUM INSURED
COMMUNITY PROPERTY	CHU Underwriting Agencies	CAH0006259	1,144,500.00
PUBLIC LIABILITY	CHU Underwriting Agencies	CAH0006259	50,000,000.00
COMMON AREA CONTENTS	CHU Underwriting Agencies	CAH0006259	11,445.00
FIDELITY GUARANTEE	CHU Underwriting Agencies	CAH0006259	100,000.00
VOLUNTARY WORKERS	CHU Underwriting Agencies	CAH0006259	200,000/2,000
OFFICE BEARERS	CHU Underwriting Agencies	CAH0006259	2,000,000.00
CATASTROPHE	CHU Underwriting Agencies	CAH0006259	171,675.00
EXT COVER - RENT/TM	CHU Underwriting Agencies	CAH0006259	25,751.00
GOVERNMENT AUDIT COS	CHU Underwriting Agencies	CAH0006259	25,000.00
WH&S APPEAL EXPENSES	CHU Underwriting Agencies	CAH0006259	100,000.00
LEGAL EXPENSES	CHU Underwriting Agencies	CAH0006259	50,000.00
FLOOD	CHU Underwriting Agencies	CAH0006259	Insured
COMMUNITY INCOME	CHU Underwriting Agencies	CAH0006259	171,675.00

7. Common Property

Item	Information about common property		
7.1	The certificate of title for the common property is held in safe custody on behalf of the members by: Bright & Duggan (ACT) Pty Ltd		
7.2	Is there anything that would restrict or extend the use of the common property? *[Details under 'additional information' (at 8 below).]*	☐ Yes	☒ No
7.3	Are there any encumbrances, easements (other than those given by the CTA), leases, licences or other rights related to the common property that are not discoverable by search? *[Details under 'additional information' (at 8 below).]*	☐ Yes	☒ No
7.4	Are there any claims that would impose any restriction on the rights of passage (or way) to or from the lot or common property? *[Details under 'additional information' (at 8 below).]*	☐ Yes	☒ No
7.5	Is any resumption of the common property intended in the future, or being progressively carried out? *[Details under 'additional information' (at 8 below).]*	☐ Yes	☒ No
7.6	Has any work been carried out (or is any work being carried out) in relation to the common property for which payment remains owning or a claim for payment may arise? *[Details under 'additional information' (at 8 below).]*	☐ Yes	☒ No
7.7	Are the following certificates attached to the certificate of title for the common property? - Certificate as to fitness of occupancy and use - Certificate of compliance		

Item	Information about common property		
7.8	Has the body corporate agreed to transfer or to charge in any way the common property or the certificate of title for the common property? *[Details under 'additional information' (at 8 below).]*	☐ Yes	☒ No

8. Additional information

Item	Additional information

9. Attachments

(Refer to contents page)

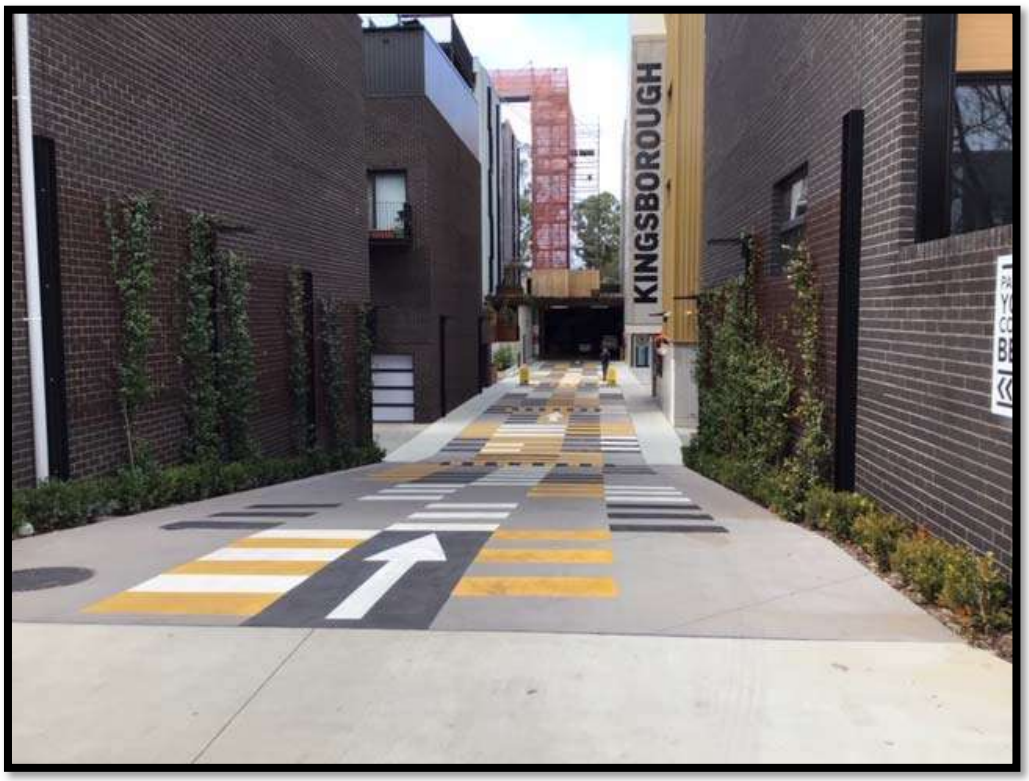
10. Body Corporate seal

Dated: **26/06/2026**

[Affix body corporate seal in accordance with the CTA section 34.]

Sinking Fund Plan

Kingsborough Community Title v2
The Causeway, Dawes, Parbery & Cunningham Street, Kingston, ACT 2604
Scheme Number: CT 32



COMPILED BY VON HARAMINA

On 30 May 2024 for the
15 Years Commencing: 1 May 2024
QIA Job Reference Number: 202846

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

PO Box 1280,
Beenleigh QLD 4207

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QIA Group Pty Ltd
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QIA Group Pty Ltd

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INTRODUCTION

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

LOCATION

The Causeway, Dawes, Parbery & Cunningham Street, Kingston, ACT 2604

REPORT SUMMARY

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

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

The Sinking Fund Levy per entitlement already set is:	$199.02
Number of Lot/Unit Entitlements:	100
Opening Balance:	$42,110.03
The proposed Sinking Fund Levy per entitlement is:	$204.99

METHODOLOGY

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

The report will generally categorise costs as follows:

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

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

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

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

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

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

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

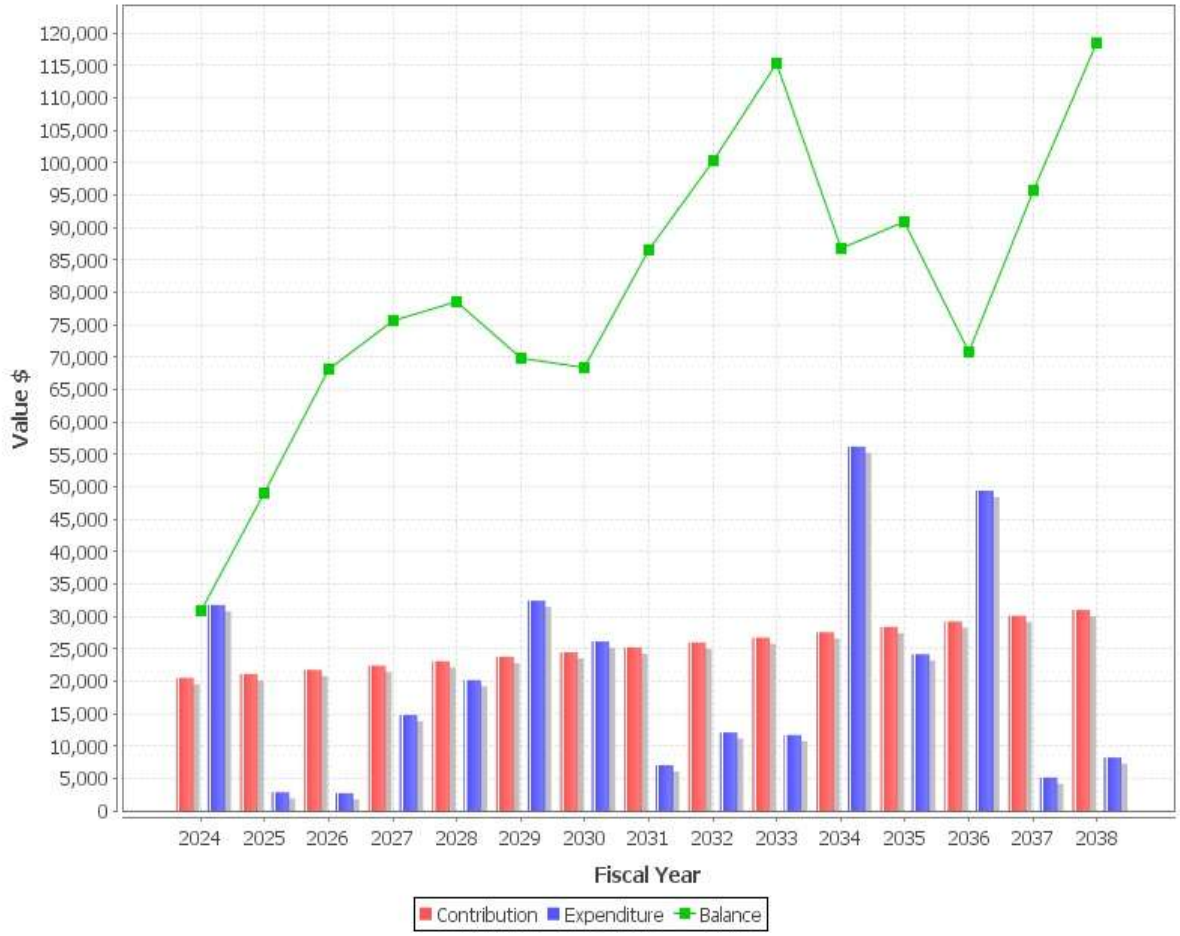
No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

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

SINKING FUND FINANCIAL SUMMARY

Year		Opening Balance	Income		Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	01/05/2024	$42,110	$20,499	$204.99	$31,762	$30,847
2	01/05/2025	$30,847	$21,114	$211.14	$2,872	$49,089
3	01/05/2026	$49,089	$21,747	$217.47	$2,732	$68,105
4	01/05/2027	$68,105	$22,400	$224.00	$14,802	$75,703
5	01/05/2028	$75,703	$23,072	$230.72	$20,179	$78,596
6	01/05/2029	$78,596	$23,764	$237.64	$32,421	$69,939
7	01/05/2030	$69,939	$24,477	$244.77	$26,142	$68,273
8	01/05/2031	$68,273	$25,211	$252.11	$7,042	$86,442
9	01/05/2032	$86,442	$25,968	$259.68	$12,108	$100,301
10	01/05/2033	$100,301	$26,747	$267.47	$11,714	$115,334
11	01/05/2034	$115,334	$27,549	$275.49	$56,199	$86,684
12	01/05/2035	$86,684	$28,375	$283.75	$24,157	$90,902
13	01/05/2036	$90,902	$29,227	$292.27	$49,385	$70,743
14	01/05/2037	$70,743	$30,103	$301.03	$5,158	$95,689
15	01/05/2038	$95,689	$31,007	$310.07	$8,242	$118,454

SINKING FUND FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

May 2024	Expense Inc GST
MISCELLANEOUS	
- Capital Replacement - General	$2,478
DRIVEWAY	
- Repaint line marking	$10,529
FURNITURE & FITTINGS	
- Provision to replace defibrillator	$1,548
- Ongoing partial replacement of exterior lighting (driveway lights)	$2,639
- Ongoing partial replacement of exterior lighting (string lights)	$1,352
- Ongoing partial replacement of exterior lighting (garden bed lighting)	$825
LANDSCAPING	
- Landscaping allowance	$12,391
Total Forecast Expenditure for year - May 2024 (Inc GST):	$31,762
Includes GST amount of :	$2,887

May 2025	Expense Inc GST
MISCELLANEOUS	
- Capital Replacement - General	$2,602
EXTERNAL WORKS	
- Provision to maintain/replace handrail fixings	$270
Total Forecast Expenditure for year - May 2025 (Inc GST):	$2,872
Includes GST amount of :	$261

May 2026	Expense Inc GST
MISCELLANEOUS	
- Capital Replacement - General	$2,732
Total Forecast Expenditure for year - May 2026 (Inc GST):	$2,732
Includes GST amount of :	$248

May 2027	Expense Inc GST
MISCELLANEOUS	
- Capital Replacement - General	$2,868
BASEMENT	
- Repaint line marking	$3,510
FURNITURE & FITTINGS	
- Maintain bike rack fixtures & fittings	$241
- Ongoing partial replacement of exterior lighting (driveway lights)	$3,055
- Ongoing partial replacement of exterior lighting (string lights)	$1,565
- Ongoing partial replacement of exterior lighting (garden bed lighting)	$955
LANDSCAPING	
- Maintain/replace irrigation system/controller	$2,607
Total Forecast Expenditure for year - May 2027 (Inc GST):	$14,802
Includes GST amount of :	$1,346

May 2028	Expense Inc GST
MISCELLANEOUS	
- Capital Replacement - General	$3,012
EXTERNAL WORKS	
- Ongoing partial maintenance of walkways/pathways 3% of total	$5,068
- Maintain/repaint pergola structure	$10,218
FURNITURE & FITTINGS	
- Provision to replace defibrillator	$1,881
Total Forecast Expenditure for year - May 2028 (Inc GST):	$20,179
Includes GST amount of :	$1,834

May 2029	Expense Inc GST
MISCELLANEOUS	
- Capital Replacement - General	$3,163
BASEMENT	
- Maintain/repaint bollards	$3,225
DRIVEWAY	
- Provision to replace speed humps in 6 years	$8,063
EXTERNAL WORKS	
- Provision to maintain/replace handrail fixings	$328
FURNITURE & FITTINGS	
- Maintain signage	$1,828
LANDSCAPING	
- Landscaping allowance	$15,814
Total Forecast Expenditure for year - May 2029 (Inc GST):	$32,421
Includes GST amount of :	$2,947

May 2030	Expense Inc GST
MISCELLANEOUS	
- Capital Replacement - General	$3,321
DRIVEWAY	
- Repaint line marking	$14,110
EXTERNAL WORKS	
- Provision to replace polycarbonate roofing in 15 years (partial accrual) 33%	$2,258
FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior lighting (driveway lights)	$3,536
- Ongoing partial replacement of exterior lighting (string lights)	$1,812
- Ongoing partial replacement of exterior lighting (garden bed lighting)	$1,105
Total Forecast Expenditure for year - May 2030 (Inc GST):	$26,142
Includes GST amount of :	$2,377

May 2031	Expense Inc GST
MISCELLANEOUS	
- Capital Replacement - General	$3,487
EXTERNAL WORKS	
- Maintain common pipework	$3,556
Total Forecast Expenditure for year - May 2031 (Inc GST):	$7,042
Includes GST amount of :	$640

May 2032	Expense Inc GST
MISCELLANEOUS	
- Capital Replacement - General	$3,661
EXTERNAL WORKS	
- Ongoing partial maintenance of walkways/pathways 3% of total	$6,160
FURNITURE & FITTINGS	
- Provision to replace defibrillator	$2,287
Total Forecast Expenditure for year - May 2032 (Inc GST):	$12,108
Includes GST amount of :	$1,101

May 2033	Expense Inc GST
MISCELLANEOUS	
- Capital Replacement - General	$3,844
EXTERNAL WORKS	
- Provision to maintain/replace handrail fixings	$399
FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior lighting (driveway lights)	$4,094
- Ongoing partial replacement of exterior lighting (string lights)	$2,098
- Ongoing partial replacement of exterior lighting (garden bed lighting)	$1,279
Total Forecast Expenditure for year - May 2033 (Inc GST):	$11,714
Includes GST amount of :	$1,065

May 2034	Expense Inc GST
MISCELLANEOUS	
- Capital Replacement - General	$4,036
DRIVEWAY	
- Maintain driveway 3% of total	$8,644
- Replace traffic mirrors in 11 years	$3,202
EXTERNAL WORKS	
- Provision to replace polycarbonate roofing in 15 years (partial accrual) 33%	$2,744
FURNITURE & FITTINGS	
- Provision to maintain/replace outdoor furniture	$13,721
LANDSCAPING	
- Maintain/replace irrigation system/controller	$3,669
- Landscaping allowance	$20,183
Total Forecast Expenditure for year - May 2034 (Inc GST):	$56,199
Includes GST amount of :	$5,109

May 2035	Expense Inc GST
MISCELLANEOUS	
- Capital Replacement - General	$4,238
BASEMENT	
- Repaint line marking	$5,187
EXTERNAL WORKS	
- Maintain/repaint pergola structure	$14,377

FURNITURE & FITTINGS	
- Maintain bike rack fixtures & fittings	$356
Total Forecast Expenditure for year - May 2035 (Inc GST):	$24,157
Includes GST amount of :	$2,196
May 2036	Expense Inc GST
MISCELLANEOUS	
- Capital Replacement - General	$4,450
DRIVEWAY	
- Repaint line marking	$18,909
EXTERNAL WORKS	
- Maintain common pipework	$4,538
- Ongoing partial maintenance of walkways/pathways 3% of total	$7,488
FURNITURE & FITTINGS	
- Maintain signage	$2,572
- Provision to replace defibrillator	$2,779
- Ongoing partial replacement of exterior lighting (driveway lights)	$4,739
- Ongoing partial replacement of exterior lighting (string lights)	$2,428
- Ongoing partial replacement of exterior lighting (garden bed lighting)	$1,481
Total Forecast Expenditure for year - May 2036 (Inc GST):	$49,385
Includes GST amount of :	$4,490

May 2037	Expense Inc GST
MISCELLANEOUS	
- Capital Replacement - General	$4,672
EXTERNAL WORKS	
- Provision to maintain/replace handrail fixings	$485
Total Forecast Expenditure for year - May 2037 (Inc GST):	$5,158
Includes GST amount of :	$469

May 2038	Expense Inc GST
MISCELLANEOUS	
- Capital Replacement - General	$4,906
EXTERNAL WORKS	
- Provision to replace polycarbonate roofing in 15 years (partial accrual) 33%	$3,336
Total Forecast Expenditure for year - May 2038 (Inc GST):	$8,242
Includes GST amount of :	$749

ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
MISCELLANEOUS																		
- Capital Replacement - General	$2,145	2024	1	2478	2602	2732	2868	3012	3163	3321	3487	3661	3844	4036	4238	4450	4672	4906
BASEMENT																		
- Repaint line marking	$2,625	2027	8				3510								5187			
- Maintain/repaint bollards	$2,188	2029	10						3225									
DRIVEWAY																		
- Maintain driveway 3% of total	$4,595	2034	5											8644				
- Repaint line marking	$9,116	2024	6	10529						14110						18909		
- Replace traffic mirrors in 11 years	$1,702	2034	15											3202				
- Provision to replace speed humps in 6 years	$5,470	2029	10						8063									
EXTERNAL WORKS																		
- Maintain common pipework	$2,188	2031	5								3556					4538		
- Ongoing partial maintenance of walkways/pathways 3% of total	$3,610	2028	4					5068				6160				7488		
- Maintain/repaint pergola structure	$7,278	2028	7					10218							14377			
- Provision to replace polycarbonate roofing in 15 years (partial accrual) 33%	$1,459	2030	4							2258				2744				3336
- Provision to maintain/replace handrail fixings	$223	2025	4		270				328				399				485	

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
FURNITURE & FITTINGS																		
- Provision to maintain/replace outdoor furniture	$7,293	2034	15											13721				
- Maintain signage	$1,240	2029	7						1828							2572		
- Maintain bike rack fixtures & fittings	$180	2027	8				241								356			
- Provision to replace defibrillator	$1,340	2024	4	1548				1881				2287				2779		
- Ongoing partial replacement of exterior lighting (driveway lights)	$2,285	2024	3	2639			3055			3536			4094			4739		
- Ongoing partial replacement of exterior lighting (string lights)	$1,171	2024	3	1352			1565			1812			2098			2428		
- Ongoing partial replacement of exterior lighting (garden bed lighting)	$714	2024	3	825			955			1105			1279			1481		
LANDSCAPING																		
- Maintain/replace irrigation system/controller	$1,950	2027	7				2607							3669				
- Landscaping allowance	$10,728	2024	5	12391					15814					20183				
Total				31762	2872	2732	14802	20179	32421	26142	7042	12108	11714	56199	24157	49385	5158	8242
Includes GST amount of				2887	261	248	1346	1834	2947	2377	640	1101	1065	5109	2196	4490	469	749

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
MISCELLANEOUS																		
- Capital Replacement - General	$2,145	2024	1	**2478**	**2602**	**2732**	**2868**	**3012**	**3163**	**3321**	**3487**	**3661**	**3844**	**4036**	**4238**	**4450**	**4672**	**4906**
BASEMENT																		
- Repaint line marking	$2,625	2027	8	814	1669	2567	**3510**	543	1114	1712	2341	3001	3695	4423	**5187**	802	1645	2530
- Maintain/repaint bollards	$2,188	2029	10	474	972	1495	2044	2620	**3225**	418	856	1317	1800	2308	2841	3400	3988	4605
DRIVEWAY																		
- Maintain driveway 3% of total	$4,595	2034	5	608	1247	1918	2622	3362	4139	4954	5810	6709	7653	**8644**	1997	4093	6294	8605
- Repaint line marking	$9,116	2024	6	**10529**	2074	4253	6540	8941	11462	**14110**	2780	5699	8764	11982	15361	**18909**	3725	7637
- Replace traffic mirrors in 11 years	$1,702	2034	15	225	462	711	971	1245	1533	1835	2152	2485	2835	**3202**	308	632	972	1329
- Provision to replace speed humps in 6 years	$5,470	2029	10	1185	2430	3737	5109	6550	**8063**	1044	2140	3292	4500	5769	7102	8501	9971	11513
EXTERNAL WORKS																		
- Maintain common pipework	$2,188	2031	5	372	763	1174	1605	2058	2533	3032	**3556**	821	1684	2589	3540	**4538**	1048	2148
- Ongoing partial maintenance of walkways/pathways 3% of total	$3,610	2028	4	917	1880	2891	3953	**5068**	1429	2930	4506	**6160**	1737	3561	5477	**7488**	2112	4329
- Maintain/repaint pergola structure	$7,278	2028	7	1849	3791	5830	7970	**10218**	1766	3620	5567	7611	9757	12011	**14377**	2485	5093	7832
- Provision to replace polycarbonate roofing in 15 years (partial accrual) 33%	$1,459	2030	4	277	569	874	1195	1532	1886	**2258**	637	1305	2007	**2744**	774	1587	2440	**3336**
- Replace guttering/down pipes in 26 years	$3,150	2049	30	241	494	760	1039	1332	1639	1962	2302	2658	3032	3424	3837	4269	4724	5201
- Provision to maintain/replace handrail fixings	$223	2025	4	132	**270**	76	156	240	**328**	93	190	292	**399**	113	231	355	**485**	137

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
FURNITURE & FITTINGS																		
- Provision to maintain/replace outdoor furniture	$7,293	2034	15	966	1980	3045	4163	5337	6569	7864	9223	10650	12148	**13721**	1322	2710	4167	5697
- Maintain signage	$1,240	2029	7	269	551	847	1158	1485	**1828**	316	648	996	1362	1746	2149	**2572**	444	911
- Maintain bike rack fixtures & fittings	$180	2027	8	56	115	176	**241**	37	76	118	161	206	254	304	**356**	55	113	173
- Provision to replace defibrillator	$1,340	2024	4	**1548**	436	895	1376	**1881**	531	1088	1673	**2287**	645	1322	2033	**2779**	784	1606
- Ongoing partial replacement of exterior lighting (driveway lights)	$2,285	2024	3	**2639**	969	1987	**3055**	1122	2299	**3536**	1299	2662	**4094**	1503	3082	**4739**	1740	3567
- Ongoing partial replacement of exterior lighting (string lights)	$1,171	2024	3	**1352**	496	1018	**1565**	575	1178	**1812**	666	1364	**2098**	770	1579	**2428**	891	1827
- Ongoing partial replacement of exterior lighting (garden bed lighting)	$714	2024	3	**825**	303	621	**955**	351	719	**1105**	406	832	**1279**	470	963	**1481**	544	1115
LANDSCAPING																		
- Maintain/replace irrigation system/controller	$1,950	2027	7	605	1240	1907	**2607**	451	924	1421	1942	2490	3065	**3669**	634	1300	1999	2733
- Landscaping allowance	$10,728	2024	5	**12391**	2862	5867	9022	12335	**15814**	3653	7488	11515	15743	**20183**	4662	9557	14696	20093
TOTAL ACCRUALS				**8990**	**25303**	**42649**	**48923**	**50116**	**39797**	**36060**	**52787**	**65905**	**80681**	**52295**	**57892**	**39746**	**67390**	**93588**

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

REPORT INFORMATION

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

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

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

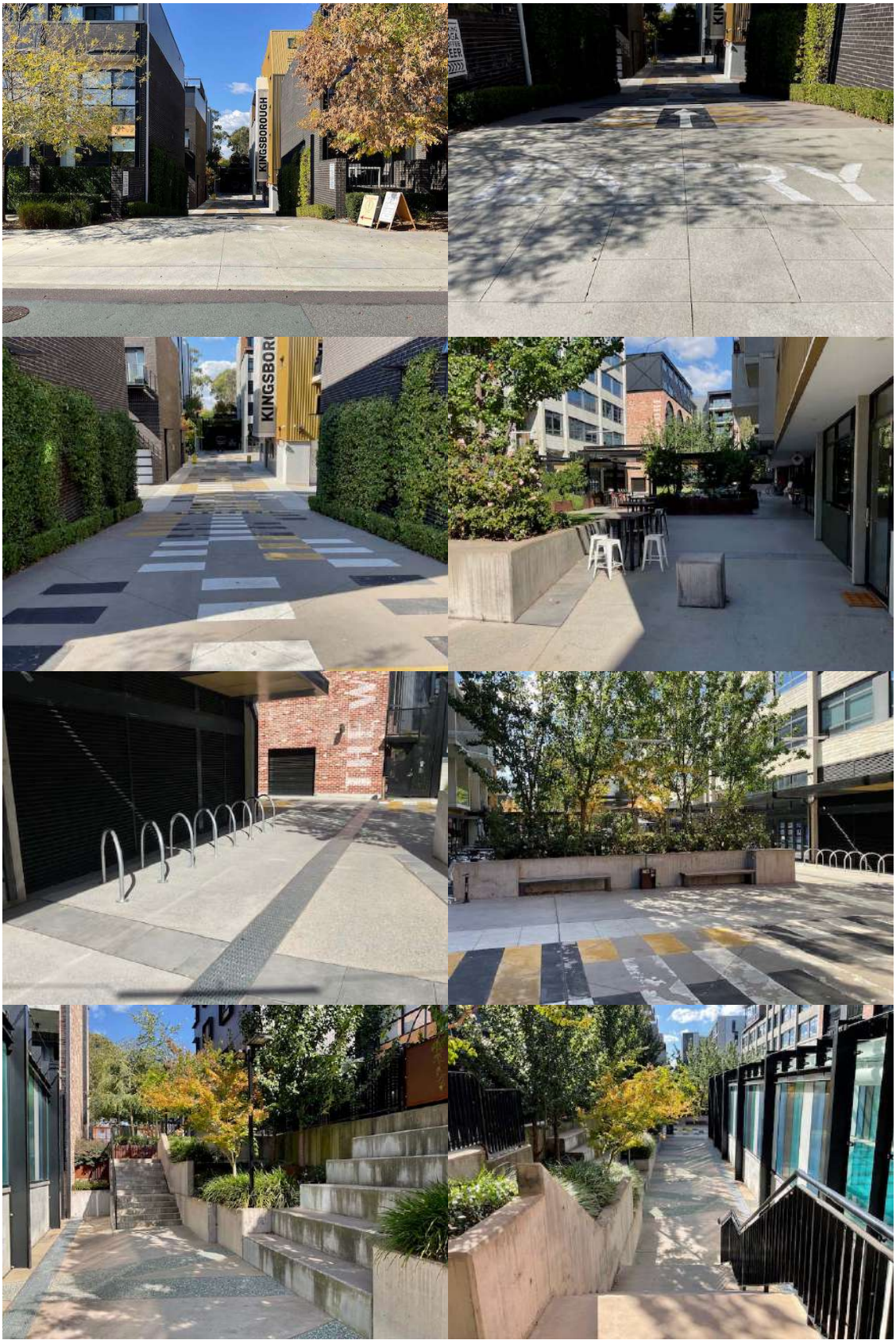
This Sinking Fund plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. Where information in respect of any of these items at time of ordering, it has been incorporated into the report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

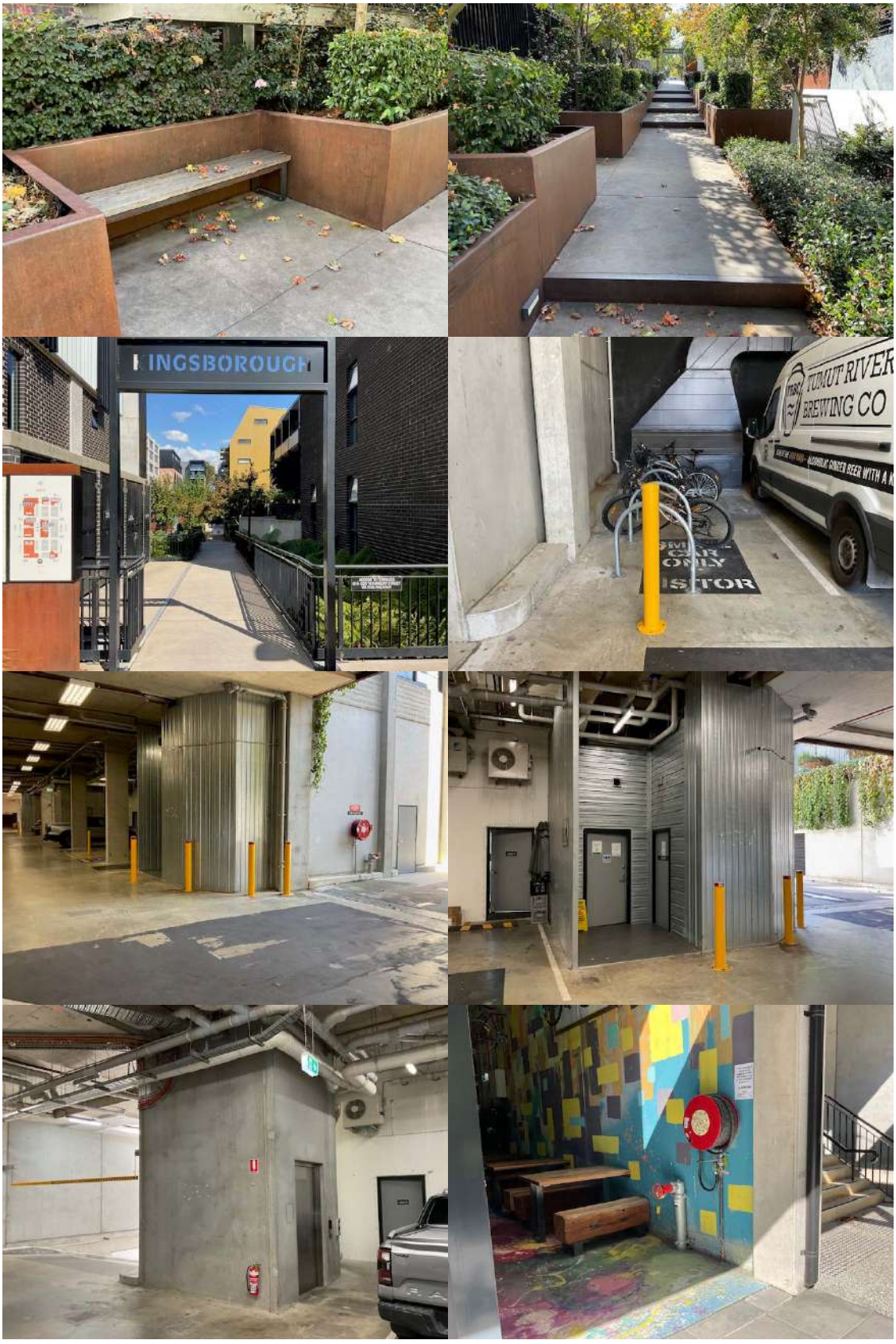
The report does not and cannot make comment upon: defects that may have been concealed; the assessment of which may rely on certain weather conditions and the presence or absence of timber pests. The report will allow for ordinary inclusion, but does not consider or make recommendations as to the specific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

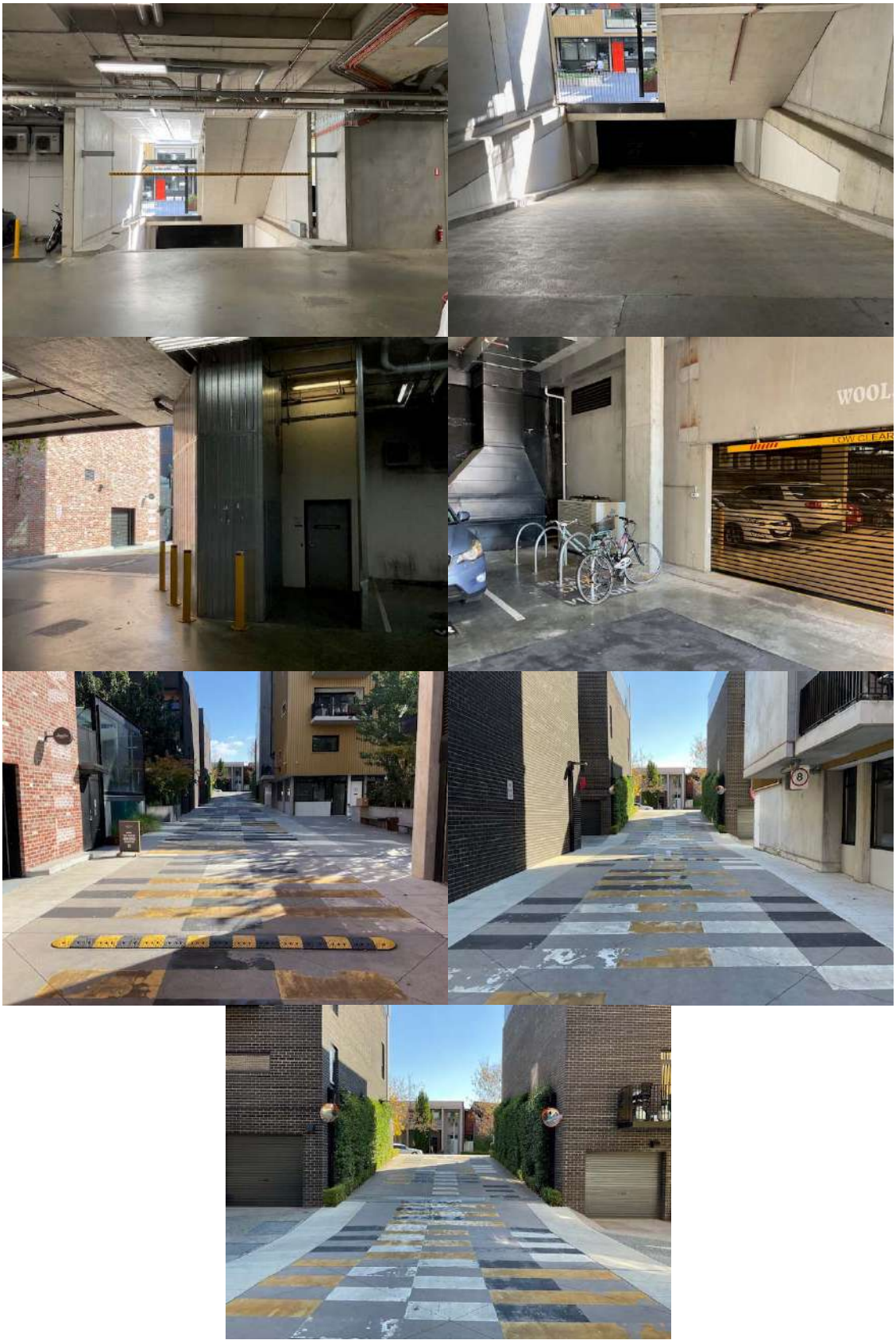
The inspector did not identify and assess safety hazards and did not carry out a risk assessment relating to any hazards upon the common property as part of this report. The report is not an Asbestos report and no assessment was made of asbestos products. The report is not Pool Safety or Window Safety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

AREAS NOT INSPECTED

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


KINGSBOROUGH


INGSBOROUGH
TUMUT RIVER
BREWING CO


WOOL

Level 33, 101 Miller Street
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

Certificate of Currency

CHU Community Association Insurance Plan

Policy No	**CAH**0006259
Policy Wording	CHU COMMUNITY ASSOCIATION INSURANCE PLAN
Period of Insurance	29/01/2026 to 29/01/2027 at 4:00pm
The Insured	COMMUNITY TITLE SCHEME - 32
Situation	10 PARBERY STREET KINGSTON ACT 2604

Policies Selected

Policy 1 – Community Property
Community property: $1,144,500
Community income: $171,675
Common area contents: $11,445

Policy 2 – Liability to Others
Limit of liability: $50,000,000

Policy 3 – Voluntary Workers
Death: $200,000
Total Disablement: $2,000 per week

Policy 4 – Fidelity Guarantee
Sum Insured: $100,000

Policy 5 – Office Bearers' Legal Liability
Limit of liability: $2,000,000

Policy 6 – Machinery Breakdown
Not Selected

Policy 7 – Catastrophe Insurance
Sum Insured: $171,675
Extended Cover - Loss of Rent & Temporary Accommodation/Community Income/Storage: $25,751

Policy 8 – Government Audit Costs and Legal Expenses
Part A: Government Audit Costs: $25,000
Part B: Appeal expenses – common property health & safety breaches: $100,000
Part C: Legal Defence Expenses: $50,000

The contract of insurance is arranged by CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070, AFSL 243261) on behalf of the insurer: QBE Insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).

Flood Cover is included.

Flood Cover Endorsement

Flood cover is included.

The following terms and conditions of Your Policy is hereby amended by this endorsement and should be read in conjunction with, and as forming part of Community Association Insurance Plan.

Policy 1, Exclusion 1. a. “caused by Flood” is hereby removed.

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Date Printed 22/01/2026

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM563 - 1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

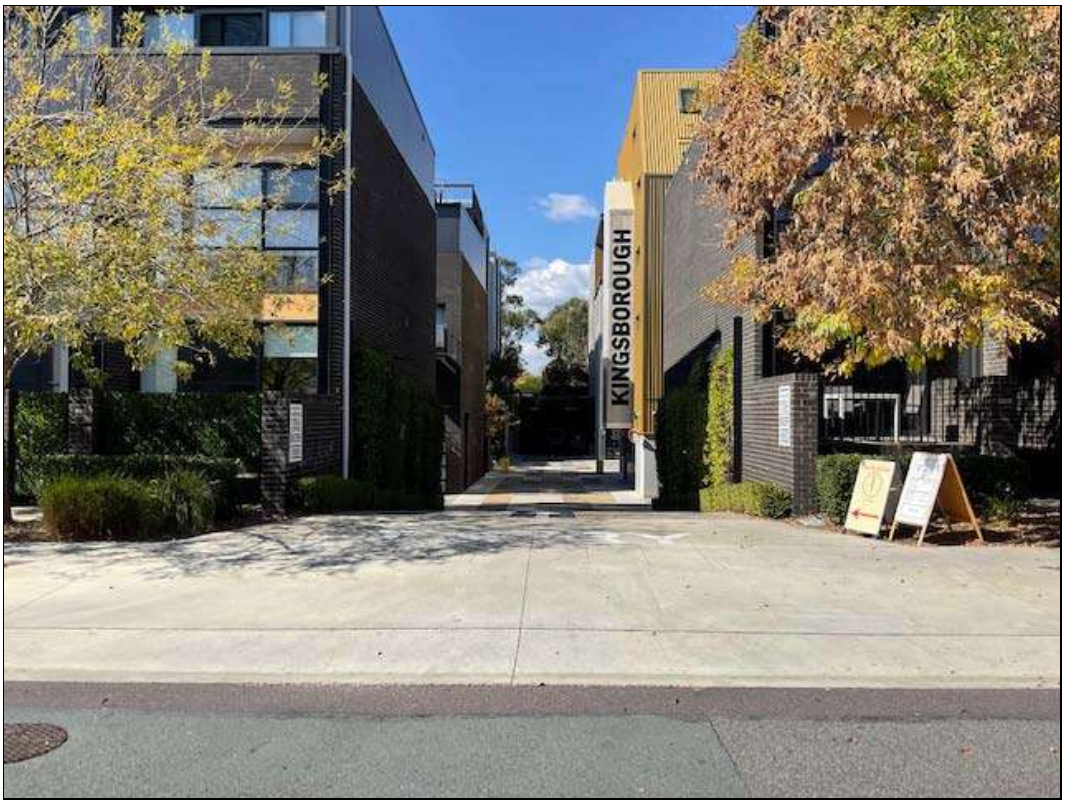
Insurance Valuation Report

For

Kingsborough Community Title

The Causeway, Dawes, Parbery & Cunningham Street, Kingston ACT 2604

Scheme Number: CT 32



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 201891

13 May 2024

Professional Indemnity Insurance Policy Number 1411189338PLP

PO Box 1280,
Beenleigh QLD 4207

P 1300 309 201
F 1300 369 190
E info@qiagroup.com.au
W www.qiagroup.com.au

QIA Group Pty Ltd
ABN 27 116 106 453
setting the standard...

QIA Group Pty Ltd

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SECTION 1 – INSURANCE VALUATION SUMMARY

1.1 Purpose of Report

We have been instructed by the Body Corporate to provide a building replacement valuation report that outlines the replacement/reinstatement costs of common property improvement and body corporate assets situated at **The Causeway, Dawes, Parbery & Cunningham Street, Kingston ACT 2604**.

1.2 Property Address

The property is situated at **The Causeway, Dawes, Parbery & Cunningham Street, Kingston ACT 2604**.

1.3 Description of Building

This report only refers to common property of 'Kingsborough Community Title', which includes ground concrete pavers, external concrete staircases, undercover entertaiment area, street lighting, ground entrance & exit ramp, and site landscaping.
In accordance with the plans provided the date of registration of the scheme is 2019.

1.4 Client

The Proprietors Kingsborough Community Title.

1.5 Replacement Value

Recommended Insured Value: **$1,090,000 (Inc GST)**

1.6 Inspector Details

Inspector Number **101**

Signed for and on behalf of QIA Group Pty Ltd

SECTION 2 – INSURANCE VALUATION REPORT

2.1 Recommended Insured Value

The Recommended Insured Value represents the replacement/reinstatement costs associated with the reconstruction of building/s having regard for the functional use and useable area of the original building/s, common areas and body corporate assets. The Recommended Insured Value also estimates the costs associated with conformance to regulations and bylaws in force at the time of reconstruction.

2.2 Loss of Revenue

The Insurance Valuation represents building costs only and excludes loss of revenue.

2.3 Current Trends

Recent inflationary trends in the cost of building have shown building cost indices rising at a rate substantially in excess of official CPI figures. It is expected that this increase will continue in the short term on the back of construction activity following COVID-19.

2.4 Periodic Reviews

It is recommended that periodic reviews of the insurance valuation are undertaken to ensure inflationary and legislative factors and any improvements to common property or assets purchases are taken up in the Insurance Valuation, particularly in times of rapidly increasing prices.

2.5 Elements used in the Calculated Value of the Building Replacement

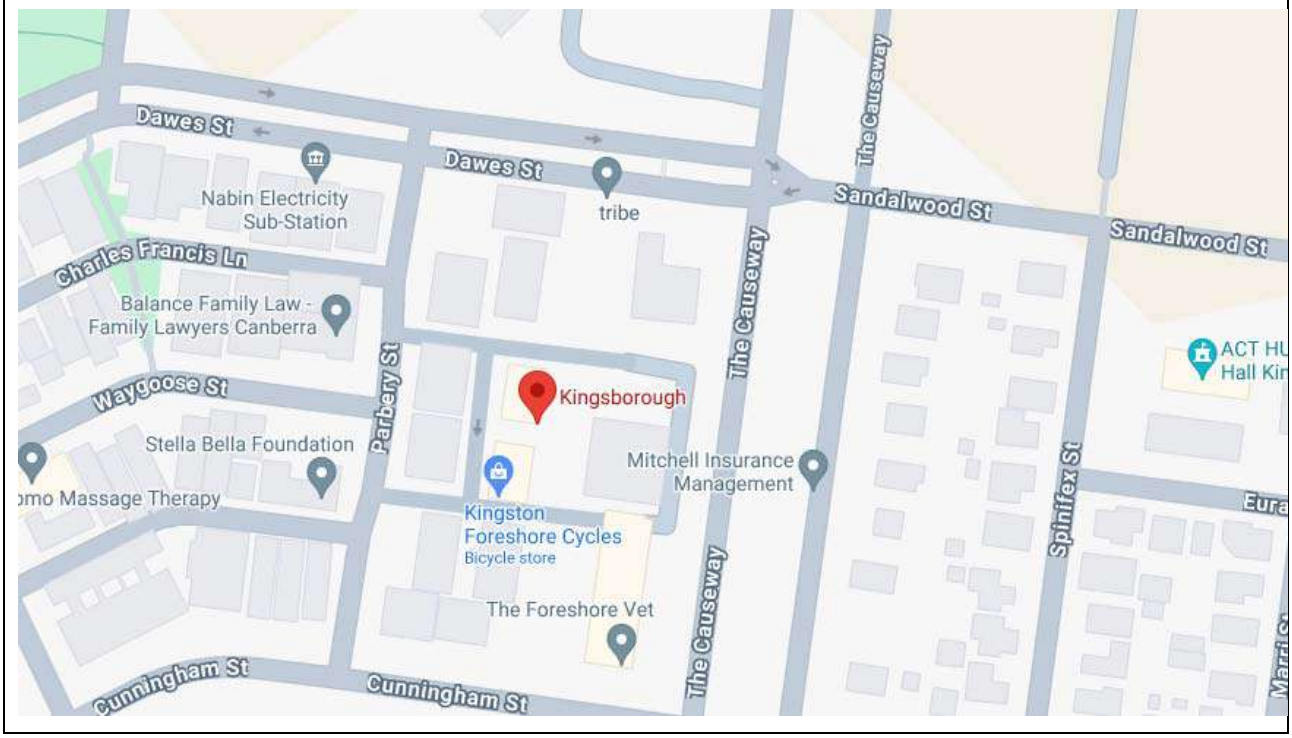
The calculated value of the building comprises of several elements:

- Present Building Costs.
- Allowance for Cost Escalation during the lead time of planning, calling tenders, and fitout.
- Professional Fees.
- Removal of Debris.
- Cost Escalation in the likely time lapse between the anniversary date and the date of any happening.

2.6 Valuation

Replacement Building and Improvements Cost:		$860,000
Allowance for Cost Escalation:		
Design and Documentation:	6 Months	
Calling Tenders and Appraisals:	3 Months	
Construction Period and Fit-out:	6 Months	
Calculated at 6% over the period	$50,000	
Progressive Subtotal:		$910,000
Professional Fees:	$75,000	
Progressive Subtotal:		$985,000
Removal of Debris:	$45,000	
Progressive Subtotal:		$1,030,000
Cost Escalation for Insurance Policy Lapse Period:	$60,000	
Progressive Subtotal:		$1,090,000
Recommended Insured Value:		**$1,090,000 (Inc GST)**

2.7 Site Location Map



SECTION 3 – REPORTING PROCESS AND CONTENT

3.1 SITE FACTORS

The building is sited on, what appears to be a reasonably well drained block of land. Easy pedestrian and vehicular access was available.

3.2 ADDITIONS & IMPROVEMENTS

There appears to have been no improvement to the original construction.

3.3 MAINTENANCE

Generally, the building appears to have been reasonably well maintained.

3.4 SUMMARY OF CONSTRUCTION

3.4.1 Primary Method of Construction

3.4.1.1 FLOOR STRUCTURE

FLOOR CONSTRUCTION: N/A.

3.4.1.2 WALL STRUCTURE

EXTERNAL WALL CONSTRUCTION: N/A.
EXTERNAL WALL FINISHES: N/A.

3.4.1.3 ROOF STRUCTURE

ROOF CONSTRUCTION: N/A.
ROOFING: N/A.

3.4.1.4 DRIVEWAY STRUCTURE

DRIVEWAY CONSTRUCTION: Concrete paver.

3.5 AREAS NOT INSPECTED - TYPICAL

- Part or parts of the building interior that were not readily accessible.
- Part or parts of the building exterior that were not readily accessible
- Part or parts of the roof exterior that were not readily accessible or inaccessible or obstructed at the time of inspection because of exceeding height.
- Part or parts of the retaining walls, fencing were not readily accessible or inaccessible or obstructed at the time of inspection as a result of alignment of the common property land, buildings or vegetation.

3.6 SCOPE

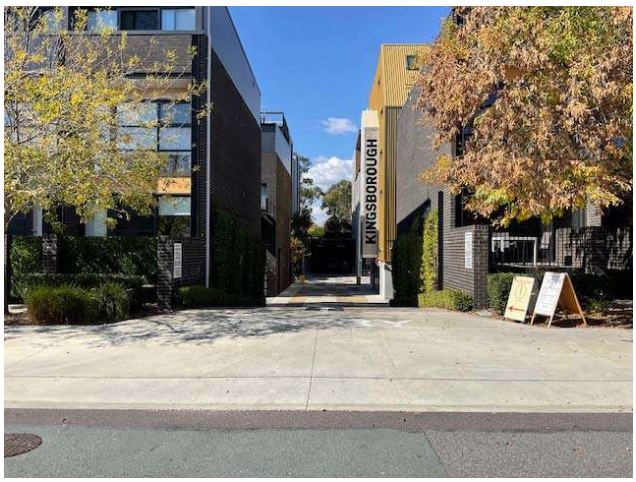
- This Inspection Report does not include the inspection and assessment of items or matters outside the stated purpose of the requested inspection and report. Other items or matters may be the subject of an Inspection Report which is adequately specified.
- The inspection only covered the Readily Accessible Areas of the subject property. The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection of the property.
- The report is designed to be published only by the Strata Manager to unit owners and the respective insurance company.
- The report does not carry the right of other publication, with the exception of the above, without written consent of QIA Group Pty Ltd.
- This report is not an engineering survey of improvements or status of the building and its contents.
- This report is only for insurance replacement purposes, and not an evaluation of the market value of the property.
- Structural or ground improvements to exclusive use areas are the responsibility of the owners and should be insured by the relevant owner.

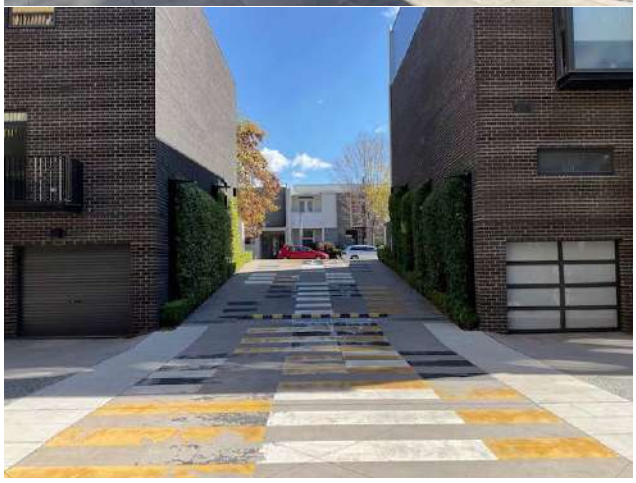
3.7 EXCLUSIONS

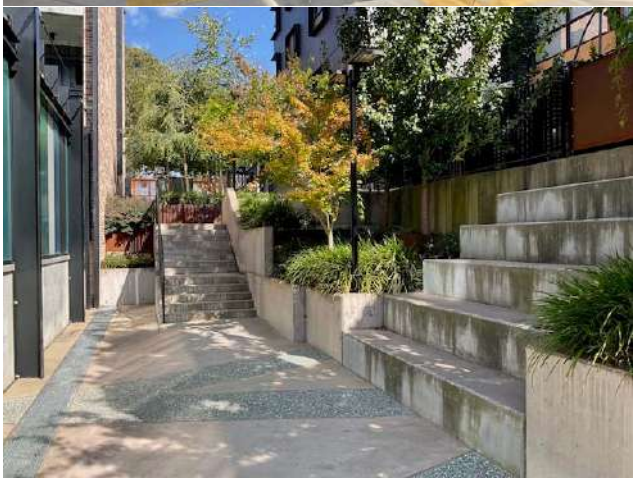
An Insurance Valuation Report does not cover or deal with:

- Any 'minor fault or defect'
- Solving or providing costs for any rectification or repair work;
- The structural design or adequacy of any element of construction;
- Detection of wood destroying insects such as termites and wood borers;
- Any services including building, engineering (electronic), fire and smoke detection or mechanical;
- A review of occupational, health or safety issues such as asbestos content, or the provision of safety glass or swimming pool fencing;
- Whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws; and
- Whether the ground on which the building rests has been filled, is liable to subside, is subject to landslip, earthquakes or tidal inundation, or if it is flood prone.

SECTION 4 – SITE PHOTOGRAPHS







DocMax Documents

File Name	Id	Added Date	Action Date	Building Numbe	Lot
000C3CCB.pdf	801995	26/06/2026	26/06/2026	32	
000C3D62.pdf	802146	26/06/2026	26/06/2026	32	
000C0DFF.pdf	790015	12/05/2026	12/05/2026	32	
000BB86C.pdf	768108	30/01/2026	30/01/2026	32	
000B4C6F.pdf	740463	4/11/2025	4/11/2025	32	
000B4C70.pdf	740464	4/11/2025	4/11/2025	32	
000B4C71.pdf	740465	4/11/2025	4/11/2025	32	
000B3DA4.pdf	736676	16/10/2025	16/10/2025	32	
000B3AD6.pdf	735958	15/10/2025	15/10/2025	32	
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000B3AD9.pdf	735961	15/10/2025	15/10/2025	32	
000B3ADA.pdf	735962	15/10/2025	15/10/2025	32	
000B3ADB.pdf	735963	15/10/2025	15/10/2025	32	
000B345C.pdf	734300	13/08/2024	15/10/2025	32	
000B345D.pdf	734301	13/08/2024	15/10/2025	32	
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000B346F.pdf	734319	13/08/2024	15/10/2025	32	
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000B3471.pdf	734321	13/08/2024	15/10/2025	32	
000B3455.pdf	734293	1/08/2024	15/10/2025	32	
000B3456.pdf	734294	1/08/2024	15/10/2025	32	

Categories	Status	Title
*Minutes	Finalised	Minutes of AGM 260624
*Minutes	Finalised	Minutes of AGM 260624
*Minutes	Finalised	Minutes of ECM 260429
*Minutes	Finalised	Minutes of ECM 251112
*Minutes	Finalised	Minutes ECM 220601
*Minutes	Finalised	Minutes ECM 220413
*Minutes	Finalised	Minutes AGM 220727
*Minutes	Finalised	Minutes Inaugural GM 190118
*Minutes	Finalised	Minutes AGM 250626
*Minutes	Finalised	Minutes ECM 250430
*Minutes	Finalised	Minutes ECM 250212
*Minutes	Finalised	Minutes ECM 250731
*Minutes	Finalised	Minutes ECM 250903
*Minutes	Finalised	Minutes AGM 240702
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*Minutes	Finalised	Minutes ECM 240529
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*Minutes	Finalised	Minutes ECM 231011
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*Minutes	Finalised	Minutes ECM 230329
*Minutes	Finalised	Minutes ECM 221123
*Minutes	Finalised	Minutes GM 230329
*Minutes	Finalised	Minutes GM 240722
*Minutes	Finalised	Minutes AGM 240702

Description	Account Manager	Added By
	Tristan Veurink	maxsoft
	Tristan Veurink	maxsoft
	Tristan Veurink	maxsoft
	Tristan Veurink	maxsoft
Minutes ECM	Tristan Veurink	vickie.sutherland
Minutes ECM	Tristan Veurink	vickie.sutherland
Minutes AGM	Tristan Veurink	vickie.sutherland
Minutes SGM	Tristan Veurink	vickie.sutherland
Minutes AGM	Tristan Veurink	vickie.sutherland
Minutes ECM	Tristan Veurink	vickie.sutherland
Minutes ECM	Tristan Veurink	vickie.sutherland
Minutes ECM	Tristan Veurink	vickie.sutherland
Minutes ECM	Tristan Veurink	vickie.sutherland
Minutes AGM	Tristan Veurink	SYSTEM
Minutes AGM	Tristan Veurink	SYSTEM
Minutes ECM	Tristan Veurink	SYSTEM
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Minutes ECM	Tristan Veurink	SYSTEM
Minutes SGM	Tristan Veurink	SYSTEM
Minutes GM	Tristan Veurink	SYSTEM
Minutes AGM	Tristan Veurink	SYSTEM

Search Words

StrataVote

System Prefill
System Prefill
System Prefill

System Prefill

bright & duggan

australia's strata leader

Minutes of

Annual General Meeting

To The Owners of Community Title No 32

The Causeway, Dawes St, Parbery St & Cunningham St KINGSTON, ACT, 2604

Meeting Date:	Wednesday 24 June 2026
Time:	05:30 PM
Address:	Microsoft Teams
Present:	R Milthorpe (Block A) S Schechter (Block A) A Wijeyeratne (Block B) M Bentley (Block B) R Weeks (Block C) M Miko (Block C) N Southwell (Block D) D Steele (Block D) M Knaus (Block E) L Vu (Block E) T Veurink (Bright & Duggan)
Quorum:	Quorum Achieved

Motions

1. Election of Chair

N Southwell was elected chairperson for the meeting.

2. Acceptance of Proxies

No proxy votes were received for the meeting.

3. Minutes

That the minutes of the last general meeting of the Community Title be adopted as a true and accurate record of the proceedings of that meeting.

Motion CARRIED.

VOTES	FOR : 5	AGAINST: 0	ABSTAINED: 0

4. Financial Statements

That the attached statements of key financial information for the financial year ending on 30/4/26 for the administrative fund, the sinking fund and any other fund held by the Community Title, be adopted.

Motion CARRIED.

VOTES	FOR : 5	AGAINST: 0	ABSTAINED: 0

5. Financial Audit

That the financial statements be audited.

Motion CARRIED.

VOTES	FOR : 5	AGAINST: 0	ABSTAINED: 0

6. Insurance Certificate

That the current insurance of the Community Title, as detailed in the below table, be confirmed.

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
CAH0006259	CHU Underwriting Agencies	29 Jan 2027	COMMUNITY PROPERTY	$1,144,500.00
			PUBLIC LIABILITY	$50,000,000.00
			COMMON AREA CONTENTS	$11,445.00
			FIDELITY GUARANTEE	$100,000.00
			VOLUNTARY WORKERS	$200,000.00 / $2,000.00
			OFFICE BEARERS	$2,000,000.00
			CATASTROPHE	$171,675.00
			EXT COVER - RENT/TM	$25,751.00
			GOVERNMENT AUDIT COS	$25,000.00
			WH&S APPEAL EXPENSES	$100,000.00
			LEGAL EXPENSES	$50,000.00
			FLOOD	Insured
			COMMUNITY INCOME	$171,675.00
TOTAL PREMIUM: $5,071.89				

Excess Refer to policy.

7. Administrative Fund Expenditure Budget

That the proposed Administrative Fund Expenditure Budget of $393,199.00 + GST be accepted.

Motion CARRIED.

VOTES FOR : 5 AGAINST: 0 ABSTAINED: 0

8. Sinking Fund Expenditure Budget

That the proposed Sinking Fund Expenditure Budget $2,732.00 + GST be accepted.

Motion CARRIED.

VOTES FOR : 5 AGAINST: 0 ABSTAINED: 0

9. Levy Contributions

That the Owners Corporation for Units Plan 32 determines an Administrative Fund Contribution of $264,099.00 + GST and a Sinking Fund Contribution of $21,747.00 + GST

Levy Status	Period From	Period To	Due	Admin Fund	Per Lot Ent. Admin	Sinking Fund	Per Lot Ent. Sinking
	1/07/2026	30/09/2026	1/07/2026	$66,024.75	$660.24750	$5,436.75	$54.36750
	1/10/2026	31/12/2026	1/10/2026	$66,024.75	$660.24750	$5,436.75	$54.36750
	1/01/2027	31/03/2027	1/01/2027	$66,024.75	$660.24750	$5,436.75	$54.36750
	1/04/2027	30/06/2027	1/04/2027	$66,024.75	$660.24750	$5,436.75	$54.36750
Total				**$264,099.00**	**$2,640.99000**	**$21,747.00**	**$217.47000**

Motion CARRIED.
VOTES FOR : 5 AGAINST: 0 ABSTAINED: 0

10. Payment Plan for Levy Arrears

That the Owners – Community Title 32 to agree to allow payment plans to be made with lot owners for matters involving arrears of unpaid contributions/levies or other amounts including interest/penalties, legal and other costs/expenses thereon and to delegate to the strata manager and/or the Executive Committee in their absolute discretion the ability to enter into, arrange and monitor each such payment plan.

Motion DEFEATED
VOTES FOR : 0 AGAINST: 5 ABSTAINED: 0

11. Debt Collection

That the Community Title 32 for the purpose of collecting levy contributions to authorise the Strata Manager and/or the Executive Committee to do any one or more of the following:

a. To issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs.
b. To obtain legal advice and retain representation by engaging the services of 0 on behalf of Community Title – 32;
c. To issue demands, commence, pursue, continue, maintain, or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs and matters arising out of the by-laws.
d. Enter and enforce any judgment obtained in the collection of levy contributions including issuing orders for seizure and sale (personal and real property), redirection orders, enforcement hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings.
e. Filing an appeal or defending an appeal against any judgment or matter concerning the collection of levy contributions; and
f. Liaise, instruct, and prepare all matters with the Owners Corporation's debt collection agents, lawyers, and experts in relation to any levy recovery proceedings

Motion DEFEATED

VOTES	FOR : 0	AGAINST: 5	ABSTAINED: 0

12. Election of Executive Committee

- R Milthorpe (Block A)
- S Schechter (Block A)
- A Wijeyeratne (Block B)
- M Bentley (Block B)
- R Weeks (Block C)
- M Miko (Block C)
- N Southwell (Block D)
- D Steele (Block D)
- M Knaus (Block E)
- L Vu (Block E)

Motion CARRIED

VOTES	FOR : 5	AGAINST: 0	ABSTAINED: 0

There being no further business the meeting closed.

Bright & Duggan Pty Ltd
Managing Agents for Community Title 32

bright & duggan

australia's strata leader

Minutes of

Annual General Meeting

To The Owners of Community Title No 32

The Causeway, Dawes St, Parbery St & Cunningham St KINGSTON, ACT, 2604

Meeting Date:	Wednesday 24 June 2026
Time:	05:30 PM
Address:	Microsoft Teams
Present:	R Milthorpe (Block A) S Schechter (Block A) A Wijeyeratne (Block B) M Bentley (Block B) R Weeks (Block C) M Miko (Block C) N Southwell (Block D) D Steele (Block D) M Knaus (Block E) L Vu (Block E) T Veurink (Bright & Duggan)
Quorum:	Quorum Achieved

Motions

1. Election of Chair

N Southwell was elected chairperson for the meeting.

2. Acceptance of Proxies

No proxy votes were received for the meeting.

3. Minutes

That the minutes of the last general meeting of the Community Title be adopted as a true and accurate record of the proceedings of that meeting.

Motion CARRIED.

VOTES	FOR : 5	AGAINST: 0	ABSTAINED: 0

4. Financial Statements

That the attached statements of key financial information for the financial year ending on 30/4/26 for the administrative fund, the sinking fund and any other fund held by the Community Title, be adopted.

Motion CARRIED.

VOTES	FOR : 5	AGAINST: 0	ABSTAINED: 0

5. Financial Audit

That the financial statements be audited.

Motion CARRIED.

VOTES	FOR : 5	AGAINST: 0	ABSTAINED: 0

6. Insurance Certificate

That the current insurance of the Community Title, as detailed in the below table, be confirmed.

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
CAH0006259	CHU Underwriting Agencies	29 Jan 2027	COMMUNITY PROPERTY	$1,144,500.00
			PUBLIC LIABILITY	$50,000,000.00
			COMMON AREA CONTENTS	$11,445.00
			FIDELITY GUARANTEE	$100,000.00
			VOLUNTARY WORKERS	$200,000.00 / $2,000.00
			OFFICE BEARERS	$2,000,000.00
			CATASTROPHE	$171,675.00
			EXT COVER - RENT/TM	$25,751.00
			GOVERNMENT AUDIT COS	$25,000.00
			WH&S APPEAL EXPENSES	$100,000.00
			LEGAL EXPENSES	$50,000.00
			FLOOD	Insured
			COMMUNITY INCOME	$171,675.00
TOTAL PREMIUM: $5,071.89				

Excess Refer to policy.

7. Administrative Fund Expenditure Budget

That the proposed Administrative Fund Expenditure Budget of $393,199.00 + GST be accepted.

Motion CARRIED.

VOTES FOR : 5 AGAINST: 0 ABSTAINED: 0

8. Sinking Fund Expenditure Budget

That the proposed Sinking Fund Expenditure Budget $2,732.00 + GST be accepted.

Motion CARRIED.

VOTES FOR : 5 AGAINST: 0 ABSTAINED: 0

9. Levy Contributions

That the Owners Corporation for Units Plan 32 determines an Administrative Fund Contribution of $264,099.00 + GST and a Sinking Fund Contribution of $21,747.00 + GST

Levy Status	Period From	Period To	Due	Admin Fund	Per Lot Ent. Admin	Sinking Fund	Per Lot Ent. Sinking
	1/07/2026	30/09/2026	1/07/2026	$66,024.75	$660.24750	$5,436.75	$54.36750
	1/10/2026	31/12/2026	1/10/2026	$66,024.75	$660.24750	$5,436.75	$54.36750
	1/01/2027	31/03/2027	1/01/2027	$66,024.75	$660.24750	$5,436.75	$54.36750
	1/04/2027	30/06/2027	1/04/2027	$66,024.75	$660.24750	$5,436.75	$54.36750
Total				**$264,099.00**	**$2,640.99000**	**$21,747.00**	**$217.47000**

Motion CARRIED.
VOTES FOR : 5 AGAINST: 0 ABSTAINED: 0

10. Payment Plan for Levy Arrears

That the Owners – Community Title 32 to agree to allow payment plans to be made with lot owners for matters involving arrears of unpaid contributions/levies or other amounts including interest/penalties, legal and other costs/expenses thereon and to delegate to the strata manager and/or the Executive Committee in their absolute discretion the ability to enter into, arrange and monitor each such payment plan.

Motion DEFEATED
VOTES FOR : 0 AGAINST: 5 ABSTAINED: 0

11. Debt Collection

That the Community Title 32 for the purpose of collecting levy contributions to authorise the Strata Manager and/or the Executive Committee to do any one or more of the following:

a. To issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs.
b. To obtain legal advice and retain representation by engaging the services of 0 on behalf of Community Title – 32;
c. To issue demands, commence, pursue, continue, maintain, or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs and matters arising out of the by-laws.
d. Enter and enforce any judgment obtained in the collection of levy contributions including issuing orders for seizure and sale (personal and real property), redirection orders, enforcement hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings.
e. Filing an appeal or defending an appeal against any judgment or matter concerning the collection of levy contributions; and
f. Liaise, instruct, and prepare all matters with the Owners Corporation's debt collection agents, lawyers, and experts in relation to any levy recovery proceedings

Motion DEFEATED

VOTES	FOR : 0	AGAINST: 5	ABSTAINED: 0

12. Election of Executive Committee

- R Milthorpe (Block A)
- S Schechter (Block A)
- A Wijeyeratne (Block B)
- M Bentley (Block B)
- R Weeks (Block C)
- M Miko (Block C)
- N Southwell (Block D)
- D Steele (Block D)
- M Knaus (Block E)
- L Vu (Block E)

Motion CARRIED

VOTES	FOR : 5	AGAINST: 0	ABSTAINED: 0

There being no further business the meeting closed.

Bright & Duggan Pty Ltd
Managing Agents for Community Title 32

CT32 | EC Meeting Agenda
Wednesday, 29th April 2026
5:30pm – 6:30pm

Location Microsoft Teams

Invitees;		
	Block A	R Milthorpe, S Schechter
	Block B	A Wijeyeratne, M Bentley
	Block C	R Weeks, M Miko
	Block D	N Southwell, D Steele,
	Block E	M Knaus, L Vu
	Bright & Duggan	T Veurink

Meeting open:

#	Agenda	Minutes & Outcomes
	Gardening	**Gardening Contract and Japanese Maple Replacement:** The meeting discussed the gardening contract, loss of Japanese maples, replacement options, professional recommendations, and irrigation issues, agreeing to seek written advice from All Seasons before making decisions on plant replacements and confirming irrigation functionality. **Japanese Maple Loss and Replacement:** The meeting reported the loss of four Japanese maples and provided an indicative quote for replacement, suggesting the committee consider whether to replace them or rely on existing ivy. **Professional Recommendation:** The meeting emphasized the importance of obtaining professional advice from All Seasons regarding suitable plant replacements and environmental suitability, rather than making assumptions. **Irrigation System Concerns:** It was noted that irrigation issues contributed to the loss of trees, prompting discussion about ensuring the system is fixed before investing in new plants. **Action for Written Advice:** Tristan agreed to contact All Seasons for a formal written recommendation and quote, including confirmation of irrigation functionality, to inform committee decisions.
	Asset Register	**Asset Management Plan and Shared Facilities Register:** The meeting discussed updates to the asset management plan and shared facilities register, including changes suggested, the exclusion of Block D playground, and the process for solicitor review and committee

		approval. It was suggested explanatory notes be prepared for owners. **Register Updates and Solicitor Review:** The meeting suggested Matt review the shared facilities register before forwarding it to Proctor Legal for finalization, including CCTV bylaws. **Block D Playground Exclusion:** The meeting questioned the exclusion of Block D playground from the asset register, noting it was not considered due to lack of block support for cost sharing arrangements that had been proposed at the time. It was suggested explanatory notes be prepared for owners. It was agreed that the asset register would proceed on the basis that the Block D playground would be excluded noting there might be future discussions on this matter. **Committee and Owner Review:** The meeting clarified that block executive committees must review and approve the register, with documents made available to owners for transparency and risk mitigation. **Finalization Process:** Tristan recommended incorporating recent changes, providing guidelines from similar buildings, and sending the document to the solicitor for confirmation, with the option for further committee review or a separate meeting if needed. **B Block concerns regarding by laws:** B Block representatives noted they were broadly comfortable with the asset register, but B Block remained concerned with the proposed bylaws, noting B Block's position that the by-laws should largely replicate the default bylaws with targeted changes as needed. However, B Block acknowledged that other blocks had taken a different position on this matter.
	Traffic Management	**Traffic Management Works and Speed Hump Removal:** The meeting discussed the progress of traffic management works, including quote acceptance, mobilization, and the linkage of speed hump removal to project completion, noting clear communication should be provided to residents. **Quote Acceptance and Mobilization:** Tristan reported that the traffic management quote was accepted, and the contractor is gathering materials. **Speed Hump Removal Linkage:** The meeting noted concerns from a B Block resident regarding a speed

		hump. It was noted that the committee had previously agreed, as part of discussions about the traffic management plan, that removal of the speed hump was predicated on completion of traffic management works. Given that context, B Block representatives sought advice on a timeline for completion. **Timeline and Weather Considerations:** In response, it was noted that no specific timeframe was available, but suggested work be completed while weather is warm for optimal paint drying, as artwork must be done in two stages.
	Financial Report	**Financial Report and Budget Discussion:** The meeting reviewed the financial statements, discussed budget adjustments including annual car park cleaning, increased irrigation funding, gardening quotes, surplus management, levy reduction, and action items for committee review, with Tristan outlining the process for feedback and amendments. **Financial Statement Overview:** Tristan presented the financial statements, including the balance sheet, income and expenditure summary, lot positions report, and account summary, clarifying their contents and addressing Sonia's question about missing account summary details. **Budget Adjustments and Annual Cleaning:** The meeting proposed annual car park cleaning based on recent experience, noting provision will be included based on previous costs. **Irrigation and Gardening Funding:** The meeting recommended doubling the irrigation budget due to ongoing meter and piping issues and discussed increasing the gardening budget to cover plant replacements. **Surplus and Levy Reduction:** Tristan advised that the draft budget he was working envisaged a proposed decrease in levy given the CTS's current financial position, including a carryover of unspent funds. The committee was broadly supportive of this approach. **Committee Review and Action Items:** Tristan requested committee members review the preliminary budget, discuss with their blocks, and submit feedback via email. **Water Meter Reimbursement Issue:** The meeting discussed a potential reimbursement issue regarding water meter readings between Block B and C.

		Water Meter Discrepancy: The meeting noted that Block B's bill includes two water meters, one of which matches CT's meter, raising concerns about unequal water charges between blocks. **Previous Inquiry and Records:** Tristan recalled that Nicole Roberts previously stated no reimbursement was owed, however, the meeting observed evidence to the contrary based on meter readings. Anshu agreed to follow up with Signature Strata and committee members, requesting Tristan to provide any relevant materials to support such a discussion (eg: serial numbers or photos of the meters) to clarify the issue.
	Window Cleaning	**Window Cleaning:** The meeting discussed joint window cleaning for blocks to secure better pricing, with Tristan asking committee members to discuss interest and report back.
	Citrus Trees - Trimming	**Citrus Tree Trimming:** The meeting requested permission to trim citrus trees and improve soil and mulch, explaining the need due to poor condition and irrigation issues.
	Artificial Plants	**Artificial Plants Installation Proposal:** The meeting discussed a proposal to install artificial plants in planter boxes near the letterbox area, reviewing quotes for plants and scaffolding, debating funding options, and agreeing to take the matter back to committees for a decision on inclusion in the budget or use of surplus funds. **Proposal and Cost Breakdown:** A quote for artificial plants totalling $3,800 was presented, with additional scaffolding costs estimated at $2,200 to $3,000, including installation, weekly rental, and dismantling fees. **Funding Options:** Tristan clarified that the project could be funded from surplus or included in the budget. **Committee Action Item:** Tristan recorded the proposal as an action item, requesting committees to decide whether to proceed, how to fund it, and whether to use surplus or budget allocation. **Contextual Budget Information:** The meeting requested indicative percentage changes in budget contributions to provide context for block discussions.

CT32 | EC Meeting Agenda
Wednesday, November 12, 2025
5:30pm – 6:30pm

Location Microsoft Teams

Invitees;	Block A	R Milthorpe, S Schechter
	Block B	A Wijeyeratne, M Bentley
	Block C	R Weeks, M Miko
	Block D	N Southwell, D Steele
	Block E	M Knaus, L Vu
	Bright & Duggan	T Veurink

Meeting open: 5:30pm

#	Agenda	Minutes & Outcomes
1	Gardening	The meeting discussed renewal of the gardening contract with All Seasons, the scope of plant replacement works, budget constraints, and the need to ratify decisions both in and out of session. Mariella and Anshu raised the need for formal ratification of decisions, leading to agreement that the committee would ratify the ongoing maintenance contract in session and await an amended plant replacement quote from Robyn for out-of-session approval, with assistance from Natalie and Tristan regarding budget allocation.
2	Asset Register	The meeting discussed the ongoing project to update the shared asset register and review the by-laws, aiming to simplify the documentation, clarify cost allocation, and address specific policies. Maria and Robyn described the current by-laws document as overly lengthy and complex, advocating for a concise set of by-laws (two to three pages) with additional governance details separated, to make the rules more accessible for owners and residents. Mariella clarified that Robyn and Maria are leading the project, with input from Natalie, and that Tristan will now join to provide advice, review the draft, and help align the by-laws with legislative requirements and committee intentions. Once the committee achieves a consensus on the final draft, Susan Proctor will be requested to review and confirm. Lastly, Mariella requested that the minutes reflect Block E's strong interest in a robust CCTV policy, noting ongoing owner concerns and the importance of including this in the by-laws review.
3	Traffic Management	Rod reported on the progress of the traffic management project, including receipt of updated drawings, preparation of a scope of works for line marking and signage, and the plan to obtain quotes. Rod will review the updated drawings, prepare a detailed scope of works (including possible staged options), and provide

		recommended contractors to Tristan, who will then seek quotes for the required works.
4	Lock Boxes	The committee unanimously agreed to ban lock boxes on CTS common property, with Tristan to notify all owners and tenants, provide a grace period for removal, and coordinate with the building manager for enforcement.
5	Signage	Mariella clarified that the CTS is not responsible for updates to the commercial directory board, with individual businesses to manage their own signage in accordance with Kingsborough Signage Guidelines, with Tristan to manage communication and administration going forward.
6	Security Room NBN	Natalie raised ongoing difficulties in securing NBN access for the security room, which is required for smart design's remote management. Tristan will contact NBN directly to expedite the connection process, ensuring smart design can access the security room remotely.
7	Xmas Market – CTS Approval	Mariella and Lee proposed a Christmas market event in the village square planned for Saturday 13th December 2025, seeking CTS approval, with the committee granting in-principle agreement pending submission of risk, traffic, and insurance documentation. Mariella outlined plans for the market, including collaboration with local businesses, limited stalls, and charity collections, and committed to preparing risk and traffic management plans and ensuring all vendors have appropriate insurance.
8	Defibrillator Servicing	The meeting confirmed sufficient funds and unanimously approved the annual servicing contract for the defibrillator at an annual cost of $300.00, ensuring ongoing compliance and safety.
9	Point FS Review	Tristan relayed Matt Benedetti's request for feedback on Point Facility Solutions, with the committee deciding to defer a consolidated response until each block has had time to discuss and provide input. Robyn suggested using the opportunity to provide constructive feedback, such as the need for regular hard waste collections.
10	Carpark Wet Scrub	The meeting discussed quotes for car park cleaning, confirming budget availability and agreeing to proceed if the quoted price is contingent on other blocks participating, with Tristan to confirm details before approval.
11	Outstanding matters from previous meeting/s	**Electricity Metering Issue:** Natalie reported ongoing issues with CT electricity metering and unbilled charges, requesting Tristan's assistance in pursuing resolution with the relevant authorities. **ACT Government Rates Refund:** Natalie highlighted errors in ACT government rates billing and the need to recover overpaid amounts, with Tristan to contact the Revenue Office and ensure records are up to date. **Causeway Tree Maintenance:** Mariella and Natalie requested that Tristan coordinate with Matt to report and follow up on dead or

		dangerous trees along the Causeway, using appropriate health and safety language to expedite council action. **B Block Levy Payment Status:** Anshu updated the committee on B Block's delayed levy payments due to cash flow timing, confirming ongoing discussions with Signature and a commitment to keep the committee informed. **Next Meeting Scheduling:** The committee agreed to tentatively schedule the next meeting for Wednesday, 28 January at 5:30 PM, with Tristan to confirm closer to the date.

Meeting closure: 6:38pm

MINUTES OF THE

EXECUTIVE COMMITTEE MEETING

OF CTS 32 – KINGSBOROUGH VILLAGE

Venue: Vantage Strata Office and Zoom Teleconference

Date: Wednesday 1 June 2022

Time: 5:30PM

Present: A Kerr (Block A), M McKeon and A Qureshi (Block B), M Miko and R Weeks (Block C), B Rayner and N Southwell (Block D), P Johannessen and M Knaus (Block E) with T Brissett and J Smith representing Vantage Strata

Observers: M Bentley (Block B), J Weeks (Block C), P Hopkins (Block C), K Wijnberg (Block B), S Abdi (Block E), D Steele (Block B), Hannah (Block B), J Green (Block D and E), N Bendun (Block D), K Ward (Block B), J Butcher (Block B), R Milthorpe (Block A).

Absentee: Nil

Apologies: Nil

MEETING FORMALITIES

1. **Conflict of Interest (review agenda and declare any conflicts of interest).**

   There were no conflicts declared and the meeting proceeded.

2. **Adoption of previous Minutes.**

   Adoption and acknowledgement of previous minutes, being the minutes from the Executive Committee meeting held 13 April 2022.

CARRIED

AGENDA

1. **Reports:**

   a. **Treasurer Report – B Rayner**

   B Rayner spoke to the meeting about the overall position of the Community Title and provided an overview of the current income and expenditure, alongside a forecast of expenses up until 1 September 2022. The financial report provided by B Rayner noted the Community Title are estimated to operate in a deficit of $55,026.96 by 1 September 2022, with the Community Title currently operating on a deficit of $10,960.26 as of 1 June 2022. While the deficit was noted, it was also acknowledged that all blocks have paid the levy contribution due 1 June 2022.

The Treasurer also bought to the attention of the meeting the Community Title Act (2001), Part 8, Division 8.4, Section 45, Sub-section (4) that outlines *"The fund must be kept at a level sufficient to meet reasonably foreseeable expenditure to be incurred by the body corporate."*

Noting the significant restrictions and insufficiency of the current budget, the proposal of raising a $50,000 special levy was discussed among Committee Members. Block representatives reiterated their objection to raising a special levy without discussing and exploring other options initially, alongside producing substantial evidence supporting the requirement of the special levy.

All Committee representatives agreed to defer the conversation to individual blocks.

It was also agreed, by contributing Members, that financial liabilities and upcoming financial commitments be addressed separately, noting both matters will be completed and actioned parallel to one another. In the interim, the Community Title Committee will consider methods to reduce forecasted expenditure and address outstanding liabilities.

Motion 1: It was **resolved** that Vantage Strata, in association with Members of the Community Title Committee, review the services provided by Inside Outside Facility Services and All Seasons Horticulture with the purpose providing options for the reduction of services to contain costs.

CARRIED

Secretarial Note: *Executive Committee representatives for Blocks B and E were requested to consult with fellow Members of the relevant Unit Plan around deferring the pending refunds owed to individual blocks from the Community Title.*

b. Chair Report – not applicable.

c. Secretary Report – not applicable.

2. Budget Preparation:

a. 2022/2023 Budget Discussion:

In conjunction with the Treasurers report, the Committee engaged in detailed conversation around the 2022-2023 proposed budget, with concerns being raised on the overall increase.

For the Committee to consider the most appropriate budget, Vantage Strata are required to prepare three (3) different budget options and scopes for consideration of the Executive Committee with varying levels of coverage.

Motion 2: It was **resolved** that Vantage Strata work in conjunction with all Members, who express an interest, in developing three (3) budget options (small, medium, large) of scope and service appropriate for consideration.

CARRIED

Motion 3: It was **resolved** that the Committee agree to obtain an in-depth scope and advice from Inside Outside Facility Services regarding the functions of the Building Manager and the last six months activity logs for the consideration of the Executive Committee.

CARRIED

Secretarial Note: *The Executive Committee request multiple activity logs be made available for viewing and cover a suitable period.*

3. Action Items/Committee Direction:

a. See attached – conversation deferred, noting the addition of CCTV reinstatement comments and convex mirror installation on the Block C eastern wall at the intersection of the lane and the exit driveway together with No Entry signs on the Exit Driveway at Parbery Street, these matters raised off the floor.

b. Pest Control – deferred and to be further discussed during budget preparations.

4. Decisions Out of Session (ratification):

a. Nil

5. Motions off the floor:

Kingsborough Signage:

Motion 4: It was **resolved** that the Community Title Executive Committee agreed updates to the directory board signage at the entry to the complex are the responsibility of the Unit Owner.

CARRIED

Communication:

Motion 5: It was **resolved** that the Community Title Executive Committee direct Vantage to distribute CT EC minutes, once approved, to relevant Strata Managers for distribution to owners.

CARRIED

Motion 6: It was **resolved** that the Community Title Executive Committee direct Vantage to distribute CT EC meeting and agenda notices to relevant Strata Managers for distribution to owners prior to every CT EC meeting.

CARRIED

Motion 7: It was **resolved** that Vantage create a timeline for when the cameras will again become operational, and a chronology of the decision-making so far, for the reference of individual blocks.

CARRIED

Wilson Parking:

Motion 8: It was **resolved** that the Community Title Executive Committee direct Vantage to demand Wilson remove all signage and machinery from the CT property AND for any fees received to date be directed to the CT Account by the end of the week.

CARRIED

Motion 9: It was **resolved** that the Community Title Executive Committee direct Vantage to contact a tow company to remove the abandoned ute in the CT parking AND seek a small sign advising the public that any towed vehicle can be collected from said towing company at a cost to the owner.

CARRIED

6. Next Meeting (date):

Wednesday 15 June 2022.

7. Meeting Closure:

With no further business, the meeting closed at **7:14pm.**

MINUTES OF THE

EXECUTIVE COMMITTEE MEETING

OF CTS 32 – KINGSBOROUGH VILLAGE

Venue: Zoom Teleconference

Date: Wednesday 13 April 2022

Time: 5:30PM

Present: A Kerr (Block A), M McKeon (Block B), R Weeks (Block C), B Rayner and N Southwell (Block D), P Johannessen and M Knaus (Block E) with T Brissett and J Smith representing Vantage Strata

Apologies: N Chapman and M Miko (Block C)

Absentee: A Fava (Block A) and A Qureshi (Block B)

MEETING FORMALITIES

1. **Adoption of previous Minutes.**

   Adoption and acknowledgement of previous minutes, being the minutes from the Executive Committee meeting held 1 March 2022.

   CARRIED

AGENDA

1. **Reports:**

   a. Chair Report – M McKeon
   The Chairperson acknowledged the uplift in preparation and presentation around the Committee agenda.

   b. Secretary Report – not applicable.

   c. Treasurer Report – not applicable.

   i. Update on financial audits – J Smith

   J Smith informed the meeting of work completed to identify discrepancies between individual blocks and the Community Title, to which it was noted the on-going concern with D Block has been rectified and is no longer a matter for consideration. J Smith also reiterated the benefit of engaging an external auditor, to which all blocks confirmed there is no appetite at this time.

The meeting also discussed pending discrepancies with Block E and pending discrepancies with Block B. Both matters are being investigated with all findings to be relayed accordingly.

ii. Update on IOFS accounts – J Smith

J Smith advised the meeting of Community Title liabilities uncovered during the internal audit process and advised significant consideration will need to be made. J Smith advised the meeting of three (3) major components to the liabilities and noted them to be:

- Block E payments to Inside/Outside directly,
- CT payments to Inside/Outside for Block C cleaning, and,
- Outstanding invoices to Inside/Outside for CT services.

J Smith also advised the meeting that the CT liabilities are from the June-July 2021 period and were the same time as management handover between LJ Hooker and Vantage Strata. Vantage referred to the internal transitions team, who confirmed Inside/Outside invoices were not included in the documentation.

It was agreed for a face-to-face meeting to be called involving Vantage Strata, Inside/Outside, and representatives from all Kingsborough blocks to work through the issues and reach an appropriate outcome.

P Johannessen proposed the below motion to avoid further financial complications or liabilities.

Motion: It was **resolved** that Vantage Strata seek approval from the Community Title Committee for all invoices payable prior to payment being made.

CARRIED

Secretarial Note: *The newly appointed Treasurer for the Community Title, B Rayner, has access to the Vantage Strata financial systems and has the authority to co-approve all invoices. This will allow Vantage Strata to receive the required approval prior to making payment on invoices.*

d. Insurance Report/Update (if applicable)

i. CCTV Update and minimum requirement for CCTV storage

Please see discussion under Action Items/Committee Direction.

2. **Executive Committee Motions:**

   a. It was **resolved** that the Executive Committee accepts the resignation of EC Member **J Regan-Beasley** effective 11 April 2022.

   CARRIED

   b. It was **resolved** that the Executive Committee accepts the nomination of **N Southwell** (Block D) and **M Miko** (Block C) to fulfill a role on the Executive Committee as a casual vacancy effective 13 April 2022.

   CARRIED

   c. It was **resolved** that the Executive Committee agree to appoint **B Rayner** as an interim **Treasurer** effective 13 April 2022 up until the Annual General Meeting.

   CARRIED

   d. It was **resolved** that the Executive Committee agree to appoint a **Communications Officer** effective 13 April 2022 up until the Annual General Meeting.

   FAILED

2. **Action Items/Committee Direction:**

   a. See attached, noting all financial action items are deferred until further notice.

   b. Building Manager accommodation and associated issues.

   As a priority, the meeting spent a significant amount of time discussing the relocation of the Building Manager accommodation and discussed continued concerns with an operational base not being provided. Further to the accommodation, the meeting discussed concerns with security storage currently unavailable and pressed for a decision to be made within the meeting. It was ultimately agreed for all security related items be relocated to a location within B Block, with B Block permission, to address the security matter.

   The relocation of Building Manager accommodation is still being discussed, noting the intent to consider options around Building Management services and therefore accommodation.

Motion: It was **resolved** that the Executive Committee agree to relocate all Community Title security provisions to a secure location within B Block (UP4632) and agree to utilise the Sinking Fund to cover all expenses incurred.

CARRIED

3. **Decisions Out of Session (ratification):**
    a. Nil

4. **Committee Decision (motions):**
    a. That the Executive Committee agree to engage Wilsons Parking on an on-going monthly basis at $500 (excluding GST) per month.

FAILED

Secretarial Note: *Members present requested a copy of the current Wilsons contract being acted upon. Vantage Strata advised a copy of the current contract will be requested from the current contract holders.*

    b. That the Executive Committee agree to the installation of an enclosed structure, per the proposal by Construction Control, in the Kingsborough Village at no cost to the Community Title or individual Unit Plans.

WITHDRAWN

5. **Items off the floor:**
    a. Committee Members present discussed the possibility of inviting all Owners within the Kingsborough community to Committee meetings to allow for a wider community engagement. Block E representative, P Johannessen, relayed positive feedback when the individual UP invited guests to their recent meeting. All blocks provided approval for Owners to attend future Committee meetings, noting they are to be held on mute and will be spectators only.

6. **Next Meeting (date):**
    a. Wednesday, 25 May 2022 at 5:30pm.

7. **Meeting Closure:**
    With no further business, the meeting closed at **7:03pm.**

MINUTES OF THE ANNUAL GENERAL MEETING

OF THE OWNERS OF CTS 32

'KINGSBOROUGH VILLAGE'

THE CAUSEWAY, DAWES ST, PARBERY ST & CUNNINGHAM ST, KINGSTON, ACT, 2604

Venue: Zoom Teleconference

Date: Wednesday, 27 July 2022

Time: 5:30PM

Attendance: R Milthorpe (Block A), A Qureshi (Block B), R Weeks (Block C), N Southwell and B Rayner (Block D), M Knaus and P Johannessen (Block E) with T Brissett and J Smith representing Vantage Strata.

Apologies: M McKeon (Block B)

Observers: A Tan (Block A), S Schechter (Block A), K Hamilton (Block A), K Ward (Block B), D Steele (Block B), P Skrzeczek (Block B), A Wijeyeratne (Block B), K Wijnberg (Block B), J Weeks (Block C), B Murfin (Block D), D Choo (Block D), N Bendun (Block D), and J Dennerley (Block D).

CHAIRPERSON, PROXIES AND APOLOGIES

It was ***resolved*** that A Qureshi (Block B) be noted as Chairperson for the purpose of the meeting. An apology from Block B representative M McKeon was recorded.

The meeting was facilitated by J Smith from Vantage Strata.

ADOPTION OF MINUTES

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

CARRIED

INSURANCE

MOTION 2 (Special Resolution): *It was **resolved** that the Body Corporate authorise the Committee of Management, by Special Resolution, upon renewal of the existing insurance policy, to act on its behalf to:*
a) obtain quotations,

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

CARRIED
(No dissent noted)

FINANCES

MOTION 3: *It was **resolved** that the financial accounts for the period **01 June 2021 to 31 May 2022** as presented be accepted.*

CARRIED

BUDGET DISCUSSION

ADMINISTRATION FUND

MOTION 4: *It was **resolved** that the Administration Fund budget of **$216,620.00 plus GST** for the period **01 June 2022 to 31 May 2023** be determined to the Administrative Fund for the period 01 June 2022 to 31 May 2023, in accordance with their Lot entitlements and payment schedule, payable in four (4) instalments being **27 July 2022, 21 October 2022, 21 January 2023, and 21 April 2023.***

FAILED

MOTION 4(i): *It was **resolved** that the Administration Fund budget of **$243,143.00 plus GST** for the period **01 June 2022 to 31 May 2023** be determined to the Administrative Fund for the period 01 June 2022 to 31 May 2023, in accordance with their Lot entitlements and payment schedule, payable in four (4) instalments being **27 July 2022, 21 October 2022, 21 January 2023, and 21 April 2023.***

CARRIED

***Secretarial Note:** Motion 4 was amended, off the floor, to include an amount of **$11,523.00** as a consideration for pending refunds to Block B ($3,274.70) and Block E ($8,248.04) alongside an additional amount of **$15,000** under R&M General, to provide further coverage within the financial year.*

*It is noted that Block E **abstain** from voting on the $11,523 inclusion.*

*It is noted that Block E **abstain**, Block B **object** and Block A, C and D vote in **favour** for the $15,000 R&M General inclusion.*

An updated budget and contribution summary is attached for reference.

SINKING FUND

MOTION 5: *It was **resolved** that the Sinking Fund budget of **$6,269.12 plus GST** for the period **01 June 2022 to 31 May 2023** be determined to the Administrative Fund for the period 01 June 2022 to 31 May 2023, in accordance with their Lot entitlements and payment schedule, payable in four (4) instalments being **27 July 2022, 21 October 2022, 21 January 2023, and 21 April 2023.***

CARRIED

Secretarial Note:** It was agreed that the first levy instalment for both the Administration and Sinking Fund will be due **17 August 2022.

*It was also noted the contribution table provided in the agenda was incorrectly reflected as **plus** GST whereas the figure proposal was **inclusive** of GST.*

ADDITIONAL BUDGET CONSIDERATIONS

MOTION 6*: It was **resolved** that an additional contribution of **$37,150.00 plus GST**, per the quote provided by Smart Design for the supply and installation of 'CCTV Genetec Cloud Storage', be accepted and raised in accordance with Lot entitlements and payment schedule.*

FAILED

*It is noted that Blocks A and E **abstain**, Blocks B and C vote **against**, and Block D vote in **favour**.*

MOTION 7*: It was **resolved** that an additional contribution of **$15,000 plus GST**, per the quote provided by Susan Proctor to review, draft and assist with the legal obligations of the Community Title, be accepted, and raised in accordance with Lot entitlements and payment schedule.*

FAILED

*It is noted that Blocks A **abstains**, Blocks B, C, and E vote **against**, and Block D vote in **favour**.*

COMMITTEE OF MANAGEMENT

MOTION 8: *It was **resolved** that the Body Corporate accepts the Committee of Management will be made up of the following:*

- *Two (2) Representatives of Lot 1, pending their Annual General Meeting*
- *Representatives, A Qureshi and M McKeon, of Lot 2*
- *Representatives, M Miko and R Weeks, of Lot 3, pending changes with their Annual General Meeting*
- *Representatives, B Rayner and N Southwell, of Lot 4*
- *Two (2) Representatives of Lot 5, pending their Annual General Meeting*

CARRIED

Secretarial Note: *It was noted that Block representatives may change and all changes and nominations will be provided to the Managing Agent.*

MOTION 9: *It was **resolved** that the Body Corporate accepts the Committee of Management Office Bearers will be made up of the following:*

- Chosen Representative as Chairperson
- Chosen Representative as Treasurer
- Chosen Representative as Secretary

DEFERRED

Secretarial Note: *It was agreed to defer the election of Office Bearers until nominations have been formally received by each Block, and representatives have been elected for the upcoming year.*

CONTRACTS AND SERVICE AGREEMENTS

MOTION 10: *It was **resolved** that the Body Corporate authorise the incoming Committee of Management to review any contracts/service agreements that become due for renewal before the next Annual General Meeting and appoint new contractors as needed.*

CARRIED

GENERAL BUSINESS

- **Additional CCTV Installation for D Block and use of the last Community Title port.**

The meeting discussed the request for D Block to install an additional CCTV provision to assist the individual block with the amount of incorrect waste disposal. It was noted the Community Title system has one port available before the precinct is required to upgrade the system.

Neighbouring blocks outlined the intent to upgrade individual block security and it was for that reason the discussion was ultimately voted on.

*It is noted that Block C **abstain**, Block B vote **against**, and Blocks A, D, and E vote in **favour**.*

- **Scheduled Committee Meetings.**

It was requested that the Community Title Committee set a schedule for upcoming meetings with a consistent start time, place in the month, and location. This was agreed to by all Representatives present.

MEETING CLOSURE

With no further business, the meeting closed at **6:44PM.**

MINUTES OF THE INAUGURAL MEETING OF THE
COMMUNITY TITLE SCHEME No. 32
"Kingsborough"
Parbery Street, Dawes Street, Cunningham Street & The Causeway, Kingston ACT 2604

HELD: Independent Strata Management, Second Floor, "Independent Building", 91 Northbourne Ave, TURNER ACT.

TIME: 18th January 2019 3:00pm

PRESENT: Mr John Gasson representing TNRC Pty Limited
Lisa Coombe representing Independent Strata Management

QUORUM: A quorum was declared, and the meeting proceeded.

CHAIRMAN: Mr. J Gasson representing TNRC Pty Limited took the role of chairman.

BUSINESS:

Mr. J Gasson advised the meeting that Community Title Scheme No. 32 was registered at Access Canberra. The current common property (being Lot 6) and known as Blocks 43-50 in DP 11629 and registered in Volume 2395, Folio 63.

The meeting agreed it was necessary to put into effect certain requirements of the Community Title Act 2001 (the Act).

MANAGING AGENT:

It was unanimously resolved that Independent Strata Management be appointed Managing Agent, for a period of one (1) year following registration of the Community Title Scheme, in accordance with the attached agreement, noted as Attachment A.

FACILITIES MANAGER:

It was unanimously resolved that Inside Outside Facilities Management be appointed for a period of One (1) year, starting at a suitable nominated amount of hours per week, for the maintenance of the Common Property and of the building services on the parcel as they register. In accordance with the attached agreement, noted as Attachment B.
The Agreement under the Community title Scheme services all Stages on the parcel as they register and will be billed accordingly.

COMMON SEAL:

It was unanimously resolved that a common seal be purchased and until the First Annual General meeting shall only be affixed to certificates given in pursuant to Section 56 of the Act.

CERTIFICATES ISSUED UNDER SECTION 56 OF THE ACT

It was unanimously resolved that Certificates issued under Section 56 of the Act would be prepared by the Managing Agent, with applicable charges being paid direct to the Managing Agent by the applicant.

EMERGENCY MANAGEMENT PLANS AND TRAINING

It was unanimously resolved that in accordance with the provisions of Australian Standard 3745-2010, Community Title Scheme No. 32 arrange for supply and installation of Emergency Management (evacuation) Plans.

MANAGEMENT STATEMENT

It was noted that changes to the Kingsborough Community Management Statement can be made in line with Section 11 of the Community Title Act 2001 (ACT).

COMMERCIAL UNITS and RESIDENTIAL UNITS LG01/10, LG02/10, LG03/10, LG04/10, LG05/10, LG06/10, LG07/10, LG08/10, LG09/10 - EXCLUSIVE USE BY- LAW – UNOPPOSED RESOLUTION - SIGNAGE

It was unanimously resolved that pursuant to Section 51 of the Community Title Act 2001 the following exclusive use by-law would be granted:

The owners of the commercial units and Residential Units **LG01/10, LG02/10, LG03/10, LG04/10, LG05/10, LG06/10, LG07/10, LG08/10, LG09/10** are granted an exclusive use by-law to erect signage attached to their front boundary wall of no more than 1800mm in length and 400mm in height.

COMMERCIAL UNITS and RESIDENTIAL UNITS LG01/10, LG02/10, LG03/10, LG04/10, LG05/10, LG06/10, LG07/10, LG08/10, LG09/10 - EXCLUSIVE USE BY- LAW – UNOPPOSED RESOLUTION - SEATING

It was unanimously resolved that pursuant to Section 51 of the Community Title Act 2001 the following exclusive use by-law would be granted:

The owners of the commercial units and Residential Units **LG01/10, LG02/10, LG03/10, LG04/10, LG05/10, LG06/10, LG07/10, LG08/10, LG09/10**are granted an exclusive use by-law to erect seating and protective shade, rain structures in the area immediately in front of their front boundary and up to 4 metres into the community title lot

INSURANCE

It was unanimously resolved that Community Title Scheme No. 32 should insure the development through CHU Strata Insurance as follows:

Policy Number		CAH0006259
Community Property	$	2,800,000.00
Public Liability	$	50,000,000.00
Office Bearers	$	2,000,000.00
Workers Compensation		As per Act
Premium	$	6,818.29

BANK ACCOUNT

It was unanimously resolved that Community Title Scheme No. 32 should open a bank account with St George Bank, in the name of Community Title Scheme No 32, with the account to be operated by Independent Strata Management.

PLANS & CERTIFICATES

It was unanimously resolved that the original Deeds, Certificate of Title for the Common Property, and Certificates of Occupancy and Compliance (where applicable) would be handed to the Managing Agent at the earliest opportunity, for inclusion in the Community Title Scheme No. 32records.

COMMITTEE OF MANAGEMENT

It was noted that in accordance with the Act and until the First Annual General meeting the Committee of Management shall consist of all members of the Community Title Scheme No. 32.

It was noted that in line with the Act, a Committee of Management –

a) Must consist of at least two (2) members of Community Title Scheme No. 32; and
b) May consist of member representing sectional interests in the scheme.

BUDGET

For the purposes of clarification and explanation, the Chairman advised that Community Title Scheme No. 32is 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.

It was unanimously resolved to accept the proposed budget as presented, being applicable to the following periods:

INITIAL PERIOD: 18th January 2019 to31st May 2019
INITIAL LEVY PERIOD: January 2019 to July 2019
FINANCIAL 1st YEAR BUDGET PERIOD: 1ST June 2019 to 31st May 2020

The Initial budget is based on a percentage of the annual budget and is levied to cover upfront and running costs that may arise for the Community Title Scheme over a four-month period. This allows us to hold the first Annual General Meeting within 90 days after registration and present the annual budget for acceptance.

The Annual budget will commence from the date of the first Annual General Meeting and quarterly levies will be struck immediately following, due on the first day of the second month following being ***1st of August 2019.***

All budgets amounts are GST inclusive, and the Sinking Fund is set at 10% of the administration fund until such time as the sinking fund forecast is compiled and accepted by the Committee of management.

COMMUNITY TITLE BUDGET	*1st Year Budget*	*Initial Period Budget*
Accounting	$1,000.00	$333.33
Bank Fees	$50.00	$16.67
Caretaking	$57,720.00	$19,240.00
Contingencies	$1,000.00	$1,000.00
Electricity - Common	$5,000.00	$1,666.67
Facilities Management	$125,000.00	$41,666.67
Gardening	$10,000.00	$3,333.33
Insurance	$10,000.00	6,818.29
Insurance Excess	$1,000.00	$333.33
ISM Management	$3,000.00	$3,000.00
ISM Set Up Fee	$550.00	$550.00
Repairs & Maintenance	$1,000.00	$333.33
Security	$5,000.00	$1,666.67
Sinking Fund Forecast	$1,500.00	$1,500.00
Waste Management	$4,000.00	$1,333.33
Water	$5,000.00	$1,666.67
Inflation Allowance (2.00%)	$4,616.40	$1,538.80
Administration budget TOTAL	**$235,436.40**	**$85,997.09**
Sinking fund Budget (10%)	**$23,543.64**	**$8,599.71**
Total Amounts Payable	**$258,980.04**	**$94,596.80**

LEVIES FOR LOTS IN SUBSEQUENT STAGES

It was unanimously resolved that only Lots in the initial stage of Community Title Scheme No. 32 be required to pay contributions to the budget, of an equal proportion to the entitlements of the Lot.

It was unanimously resolved that in respect to the subsequent stages, only registered Lots that form part of the scheme be required to pay contributions equal to their proportional share of the general funds. This is based on the proportion entitlement registered to each Lot in the relevant stage, upon registration of that stage.

COMMUNITY TITLE BUDGET	Initial Period Stage 1	Initial Period Stage 2	Initial Period Stage 3	Initial Period Stages 4
Accounting	**$150.00**	$2.00	$86.67	$56.67
Bank Fees	**$7.50**	$2,308.80	$4.33	$2.83
Caretaking	**$8,658.00**	$120.00	$5,002.40	$3,270.80
Contingencies	**$450.00**	$200.00	$260.00	$170.00
Electricity - Common	**$750.00**	$5,000.00	$433.33	$283.33
Facilities Management	**$18,750.00**	$400.00	$10,833.33	$7,083.33
Gardening	**$1,500.00**	$818.19	$866.67	$566.67
Insurance	**$3,068.23**	$40.00	$1,772.76	$1,159.11
Insurance Excess	**$150.00**	$360.00	$86.67	$56.67
ISM Management	**$1,350.00**	$66.00	$780.00	$510.00
ISM Set Up Fee	**$247.50**	$40.00	$143.00	$93.50
Repairs & Maintenance	**$150.00**	$200.00	$86.67	$56.67
Security	**$750.00**	$180.00	$433.33	$283.33
Sinking Fund Forecast	**$675.00**	$160.00	$390.00	$255.00
Waste Management	**$600.00**	$200.00	$346.67	$226.67
Water	**$750.00**	$200.00	$433.33	$283.33
Inflation Allowance (2.00%)	**$692.46**	$184.66	$400.09	$261.60
Administration budget TOTAL	**$38,698.69**	$10,479.65	$22,359.24	$14,619.51
Sinking fund Budget (10%)	**$3,869.87**	$1,047.97	$2,235.92	$1,461.95
Total Amounts Payable	**$42,568.56**	$11,527.62	$24,595.17	$16,081.46

ACCESS OF BUILDER AND DEVELOPER

It was unanimously resolved that the builder, employees, agents, and contractors, be granted access rights to the common property as necessary to finish any uncompleted building works. As a condition of such access, the builder is required to make good any damage to the Common Property or buildings on the land, remove any rubbish or debris, and maintain appropriate public liability insurance and contract works insurance for the uncompleted buildings.

INTEREST RATE ON OVERDUE FEES

It was unanimously resolved that the interest rate on overdue fees will be set at 10% per annum in accordance with Section 47 of the Act.

SOLAR POWER IN USE FOR COMMUNITY TITLE SCHEME

It was noted that Community Title Scheme No. 32has ownership and responsibility to maintain the solar panels and equipment installed to generate power for the electricity used in Lot 6 including any required rights of access. The Developer discloses that some units comprising a Lot in Community Title Scheme No. 32 are solely responsible to maintain and have exclusive use of the solar panels and that these arrangements will be identified in the inaugural minutes of the Owners' Corporation of that Lot..

VOTING RIGHTS OF UNCOMPLETED STAGES

Community Title Scheme No. 32 acknowledged that the Developer is the registered proprietor of the future stages and a representative of the Developer is entitled to attend at and vote at Community Title Scheme No. 32meetings in respect for the future stages, or until these stages are completed.

FIRST ANNUAL GENERAL MEETING

It was noted that the First Annual General Meeting must be held within 90-days of registration of Community Title Scheme No. 32, being before May 2019.

ADDRESS FOR SERVICE OF NOTICES

The mailing address for the body corporate would be registered as:

INDEPENDENT STRATA MANAGEMENT
GPO Box 1539, Canberra City ACT 2601

CLOSURE

There being no further business the meeting closed at 3:30pm.

MINUTES OF THE 2025 ANNUAL GENERAL MEETING
COMMUNITY TITLE 32 - "KINGSBOROUGH VILLAGE"

DATE HELD: Thursday 26TH June 2025 – 5.30pm

VENUE: Online via Zoom
Meeting ID: 826 6213 9000 | Passcode: 604340

PRESENT: Block A: R Milthorpe, S Schechter
Block B; A Wijeyeratne, M Bentley
Block C: R Weeks
Block D: N Southwell, D Steele, B Murfin (Observer)
Block E: M Knaus, B Cohen (Observer), N Darbeheshti (Observer)
Signature Strata: Nicole Robb

PROXIES: Nil

ABSENTEES: Nil.

APOLOGIES: Michael an apology

CHAIR: M Knaus noted as Chairperson

QUORUM: A quorum was declared and the meeting proceeded

MINUTES

MOTION 1: *That the minutes of the previous annual general meeting held on 2nd July 2024 are accepted.*

CARRIED

Matters Arising from the minutes: Nil

MEETING BY ALTERNATE METHODS

MOTION 2: *That the body corporate of CT32 authorise, in accordance with Section 3.1(2) of the Unit Titles (Management) Act 2011, meetings to be held using a method, or a combination of methods of communication to enable attendance without the members being in each other's presence.*

CARRIED

INSURANCE

The Owners Corporation holds building insurance for all defined parts of the building as well as Public Liability insurance over the common property, with CHU through Arthur J Gallagher as follows:

Policy No:	**CHU / CAH0006259**
Renewal date:	29th January 2026
Base Premium:	$3,963.53
Building Sum Insured:	$1,144,500.00
Excesses:	Water $2,500 Standard $500
Last insurance valuation report:	22nd April 2024

MOTION 3: *That the body corporate insurance be confirmed as per the policy information provided with the meeting notice.*

CARRIED

MOTION 4: *That the body corporate endorse continued Brokerage services through the existing broker, Arthur J Gallagher.*

CARRIED

MOTION 5: *That the body corporate authorise the Strata Manager to effect the statutory and additional insurances of the body corporate*

CARRIED

INSURANCE CLAIMS

There have been no claims made on the policy this financial year.

FINANCIAL REPORT

MOTION 6: *That the independent audit report prepared by Kelly Partners for the period ending 30th April 2025 be accepted.* **CARRIED**

Financial reports for the period ending 30th April 2025 were audited by Kelly & Partners, with their report dated 23rd May 2025 finding the financial reports to present fairly in all material aspects.

SINKING FUND PLAN

MOTION 7: *That the body corporate adopt the Sinking Fund Forecast dated 30th May 2024.*
CARRIED

PHYSICAL BUILDING STRUCTURAL DEFECTS

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2020-601, requires the Owners Corporation to consider physical building structural defects at each Annual General Meeting.

Items related to the CT include:
The relocation of a smoke detector in the building managers office

MAINTENANCE ISSUES

List Maintenance items:

- Basement carpark leaks
- Thor's Hammer Furniture Maintenance
  The Committee of Management renewed the contract with Thor's Hammer on 27th of March 2025.
- Garden Maintenance
  The current contract with All Seasons has expired and the committee are obtaining quotes for renewal. The committee are also seeking quotes for further planting upgrades.
- Traffic Management Plan
  The CTS committee has discussed further feedback received by Block B in relation to the proposed Traffic Management plan. Signage to the entrance and exits has been moved further down the driveway to lessen the impact on the adjacent terraces. Other traffic items remain unchanged. If this motion passes, it will be provided to RD Gossip for review to update their traffic management plan prior to implementation.
  (Plan attached)

MOTION 8: *That the body corporate of CT32 agree to implement the presented Traffic Management Plan.*
CARRIED

FIRE SAFETY

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2020-601, requires the Owners Corporation to review provision and compliance with the national construction code for fire safety, and at each Annual General Meeting.

CT32 is not responsible for any fire assets onsite, therefore an Annual Fire Safety Certificate is not required.

AUTHORISATIONS, DELEGATIONS & APPOINTMENTS

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2020-601, requires the Owners assess the adequacy of authorisations, delegations, and appointments.

The following authorisations, Delegations and Appointments are in place.

- The Committee of Management are authorised to make determinations regarding appointment of service contractors.

BUDGET DEBATE

Levies are payable by the agreed due date. Interest of 10% accrues on unpaid levies.
Please note the levy contributions due 1st July will be extended to 1st August.

Administrative Fund

MOTION 9: *That the proposed Administrative Fund Expenditure Budget of $330,670.00 (plus GST) for the period 1st May 2025 to 30th April 2026 be adopted.* **CARRIED**

Sinking Fund

MOTION 10: *That the proposed Sinking Fund Expenditure Budget of $2,610.50 (plus GST) for the period 1st May 2025 to 30th April 2026 be adopted.* **CARRIED**

Levy Contribution

MOTION 11: *That the body corporate determines an Administrative Fund Levy Contribution of $289,470.00 (plus GST) for the twelve-month period, commencing 1st May 2025 and to be contributed in accordance with the unit entitlements at quarterly intervals, being 1 July 2025. 1 October 2025, 1 January 2026 and 1 April 2026.* **CARRIED**

MOTION 12: *That the body corporate determines a Sinking Fund Levy Contribution of $21,630.00 (plus GST) for the twelve-month period, commencing 1st May 2025 and to be contributed in accordance with the unit entitlements at quarterly intervals, being 1 July 2025. 1 October 2025, 1 January 2026 and 1 April 2026.* **CARRIED**

STRATA MANAGEMENT AGENCY AGREEMENT

Section 50 of the Unit Titles (Management) Act 2011 and Section 100 of the Agents Act, requires a Strata Managing Agent to have a written agreement with its client.

The Body corporate's current management agreement was signed on 22nd July 2024 and expires on 22nd July 2027. The contract is available through the owners portal.

CONTRACTOR COMPLIANCE

MOTION 13: *That the services of a contractor compliance company be engaged to audit contractors to ensure compliance with insurance and licencing requirements at a cost of $88 p.a. with CPI increases.* **CARRIED**

COMMITTEE OF MANAGEMENT

MOTION 14: *That the body corporate determine the members to form the Committee of management until the next Annual General Meeting, with the appointment of those members to take place at this meeting*. **CARRIED**

The Following owners were elected to form the Committee;

Block A – R Milthorpe, S Schechter
Block B – A Wijeyeratne, M Bentley
Block C – R Weeks
Block D – N Southwell, D Steele
Block E – M Knaus

If there is change in the membership due to block AGM's it will be noted with the strata manager and minuted at the next CT EC meeting.

GENERAL BUSINESS

Next CTS EC Meeting
Thursday 31st July 2025

Meeting with Proctor Legal and Monteith
The following members will attend the meeting to discuss the Shared Facilities Register and by-laws; Robyn, Sonia, Maria, Mariella, Natalie.

CLOSURE

There being no further business the meeting closed at 6.07pm

MINUTES OF THE EXECUTIVE COMMITTEE MEETING

OF CTS 32, 'KINGSBOROUGH VILLAGE'

Venue:	Zoom Meeting - Meeting ID: 861 2899 3230 | Passcode: 540580
Date:	Wednesday 30th April 2025
Time:	5.30 pm
Present:	Block A – S Schechter & R Milthorpe Block B – M Bentley & A Wiljeyeratne Block C – R Weeks Block D – N Southwell & D Steele Block E – M Knaus Nicole Robb = Signature Strata
Apologies:	Block C – M Miko
Observer:	Block B – L Lake – Neda Dareheshti
Quorum:	Pursuant to Section 43 of the Community Title Act 2001, business may be considered only if there is a quorum present. If a quorum is not present, the meeting is adjourned to a date and time the Executive Committee considers appropriate.

1. ATTENDANCE AND ACCEPTANCE OF APOLOGIES

Attendance and acceptance of apologies to be recorded.

2. CONFIRMATION OF CHAIRPERSON

The Executive Committee to confirm M Knaus as the Chairperson for the purposes of the meeting.

3. QUORUM

Motion 3 Ordinary Resolution:

That the Executive Committee confirms that a quorum has been achieved, and the meeting can proceed. **CARRIED**

To confirm with reference to Schedule 2, Part 2.2, Section 2.9 of the Unit Titles Management Act 2011, that a quorum has been achieved.

4. CONFLICT OF INTEREST

Committee Members are to review the agenda, declare any 'conflict of interest' under the relevant item. **No conflicts recorded.**

5. PREVIOUS MINUTES

Motion 5 Ordinary Resolution:

That the Executive Committee confirm and adopt the minutes of the previous EC meeting, held 12th February 2025. **CARRIED**

6. FINANCIAL INFORMATION

a) Financial Report

b) Cash at Bank as at 17 April 2025
- Administration Fund: $72,583.61
- Sinking Fund: $45,343.20

c) Outstanding action item; requests for additional items for consideration at next budget from each block. No submissions had been received at the time of the meeting.

d) Draft budget for next financial year

Arrears as at 29 January 2025 - $0 as at the 17th April

Present proposed budget/ financial information (as per minutes of the last meeting) This will be sent to EC prior to the meeting.

MOTION: That the Executive Committee agree to move the payment to The House Facelifters in the amount of $11,568.00 from the Sinking Fund to the Admin Fund (Maintenance – Driveway) as per the 2024/2025 budget. **CARRIED**

Proposed AGM Budget:
A budget was presented by the treasurer and strata manager. It was noted that all contractors' fees had increased based on CPI. There are also items relating to the Causeway upgrade and lawn rejuvenation that are budgeted to be spent in the 25/26 FY, which were already levied in the 24/25 FY. This means the EC will present a deficit budget at the upcoming AGM.

7. TRAFFIC MANAGEMENT PLAN

a) Responses from residents.

B Block representatives noted that B Block was keen to clarify the following matters to inform the position that its EC would take on the Traffic Management Plan.

a. Understanding the basis on which the plan was developed including which standard regulations were used.

b. What deviations were made from the original RD Gossip report and on what basis?

c. What impact will there be on B Block, specifically?

It was noted that:

a. A need to commission work on a traffic management plan was identified on the back of incidents and near misses on the complex.

b. The wording in the RD gossip original plan has been changed to the site following the work of a CTS sub-committee and to improve markings on the driveway for clarity.

c. The proposed driveway signage was of standard size, as per the plan put forward.

d. In relation to the bollards, there will be 6 on entry and 6 on exit.

The matter was discussed at length, with members of Blocks A, C, D & E expressing a desire to progress the project to implementation. The committee acknowledged that most written submissions by owners were in support of the implementation of the traffic management plan. It was also noted most submissions were from B Block residents which conceivably reflected the layout of Kingsborough, with the driveway wrapping around B Block. Block B representatives indicated they did not have instructions to enable them to vote in favour of the current plan without obtaining answers to their questions and an opportunity to consider the responses.

The Committee agreed that they would review the traffic management plan as an item at the upcoming AGM.

A motion will be proposed to:

a. Approve the proposed traffic management plan in full.

If this motion were to fail, the below items would be reviewed in order;

b. Approve the implementation of new signage.
c. Remove the remaining speed hump on the driveway.
d. Approve the current driveway mural

Action: The strata manager to obtain quotes for line-marking by the AGM

Quotes for traffic items are as per artists plan. Rod W raised that some items on this original plan may conflict with the proposed changes and that this should be considered.

Attachments;

- RD Gossip plan
- Responses from residents
- Artists plan for driveway mural artwork

8. COMMUNITY TITLE GARDENS

b) Outstanding repairs to the irrigation system – waiting for AllSeasons for a scope and quote.

c) The Causeway garden refurbishment update – started 30 April.

Action: Draft letter advising residents to stay off the gardens and lawns, especially pets.

d) CTS Village lawn rejuvenation update – in progress.

e) Community garden tap updated quote –

a. **MOTION:** The Executive Committee approved Level Plumbing quote for the install of the garden tap at a cost of $5,000.

CARRIED

f) Annual garden maintenance quotes – add AllSeasons quote and defer to next meeting. Map of areas is to be included.

g) Missing plants audit and quotes for replacement – still being quoted. There are further areas that need to be included; Block B warehouse steps from street to podium, planters on top left are missing plants and needs to be included.

9. SHARED WINDOW CLEANING CONTRACT

a) Proposed shared window cleaning as discussed out of session, Blocks A, D & E agreed to participate and benefit from a discounted clean.

	UP4630 Block A	UP4632 Block B	UP4679 Block C	UP4802 Block D	Block E
Standard	$7,700	$19,220	$10,100	$9,250	$12,055
Discount 1	$350	$850	$1000	$1000	$350
Discount 2	$250	$550	$700	$700	$250

Block A – Originally booked for the 23rd, moved to 24th.

Block D – Booked for 22nd

Block E – Originally booked for the 28th, moved to 29th.

10. FOOD TRUCK ACTIVITIES

a) Outstanding action from Ben Rayner with supporting form for consideration
   - Ask Susan about by-laws for exclusive use.

b) Feedback from owners relating to interest in participating or supporting the activation of food trucks or similar events in the square.
   - No feedback has been received.
   - If an owner wishes to further these activities, they can express their interest with the strata manager.

Attachments;
Proposed form by Ben Rayner

11. ASSET REGISTER & COMMUNITY TITLE RULES

a) Outstanding action item; request of timeframe and remaining cost to complete works
   a. Approve cost as per cost agreement - $15-17,000.
   b. No further cost to be imposed.
   c. Susan provided a response and draft on the 21st Feb, and feedback was provided back from Block B.
   d. New draft will be distributed to all CTS members, to take back to their blocks for approval or comment. Block B's feedback will be shared with the other blocks.
      ACTION: Signature to issue latest draft to owners for review
      ACTION: Each block to discuss offline and prepare for next CTS meeting.

12. REPORTS

a) Building Manager Report – A copy of the Building Manager Report for the months of December/January, February and March were reviewed. No outstanding items were identified.

13. NEW ITEM: COMBINED CLEANING CONTRACT

b) Block A are interested in having the cleaning undertaken as a combined effort across the Community Title.
   - Block A members confirmed this is not required and this item was added in error.

14. MATTERS OUTSTANDING FROM PREVIOUS MEETING

a) Registration of replacement of tree on the Causeway with Access Canberra –
Following up with Access Canberra

b) Channel Drain Noise Dampeners
Outstanding action item: quotes for repairs – matter closed.

c) Fire alarm installation in BM office. (added to Fire plan for Block D)

O'Neill & Brown Fire Service has located a hidden detector in the Building Managers office that was not noted on the Block Plan. ONBFS will provide a quote to relocate the current detector instead of having a new one added.

Last contact 21/1/25 with ONBFS being provided the work order to move the current detector.

Jega to follow up with ONBFS directly on the existing detector located in the BM.

d) Electricity metering for CT (GHM Electrical)

Quote $1,650 to complete meter mapping.

MOTION: That the CTS EC agree to the cost of $1,650 to engage GMH Electrical to complete meter mapping. **CARRIED**

e) Playground/ BBQ area is Block D use only

Any resident not from Block D will be asked to leave the area immediately.

15. NEXT MEETING

The date and time of the next Executive Committee meeting will be determined following the AGM.

Online only.

16. MEETING CLOSURE

Meeting closed at 7.29pm

Contracts

Type	Contractor	Signed	Expire
Benches	Thor's Hammer	27-Mar-23	26-Mar-26
CCTV	Smart Design	1-Jan-24	31-Dec-26
Gardening	All Seasons	7-Mar-22	6-Mar-25
EV Site Licence	ACTEW	28-Jul-22	28-Jul-27
Pressure Washing	Maiden Cleaning	15-Mar-23	14-Mar-26

Attachments

- RD Gossip plan
- Responses from residents
- Artists plan for driveway mural artwork
- Proposed form by Ben Rayner

21 May 2024

Vantage Strata
PO Box 919
Dickson ACT 2602

Consulting Engineers

Attention: Deanna Peyton

CTS 32 Kingsborough Village - Traffic Calming Solutions

RD Gossip (RDG) were engaged by Vantage Strata to assess the current arrangement at Kingsborough Village following concerns regarding driver behaviour on the internal roads.

The following tasks were undertaken as part of this assessment:

- Inspect the site and collect dimensions of the access roads and review it against provided plans.
- Review the internal layout of the access lanes with respect to building accesses, waste collection points and other points of interest.
- Suggest mitigation options that could be considered to encourage drivers to drive appropriately.
- Provide a concept plan for approval.
- Finalise the design suitable for implementation.

The design was based on plans provided by Vantage Strata for the internal arrangements.

The arrangement on drawing RG 23078 sheet TC01 provides improved directional information to drivers through the access road to be compliant with Australian Standard AS 2890.1 Parking facilities Part 1: Off-street car parking.

The bollards are provided to narrow the vehicle passage at the location where it was advised pedestrians typically cross the internal road to encourage drivers to slow down. They will also assist with the slight lines for pedestrians. The rubber speed humps may be installed at a later period if drivers are not slowing/ stopping for pedestrians.

The estimated installation cost is $12,500 (excluding GST) excluding the rubber speed humps. The installation of the rubber speed humps are estimated to be $2,000 (excluding GST). Note this is based on cost estimates for Government works and may vary

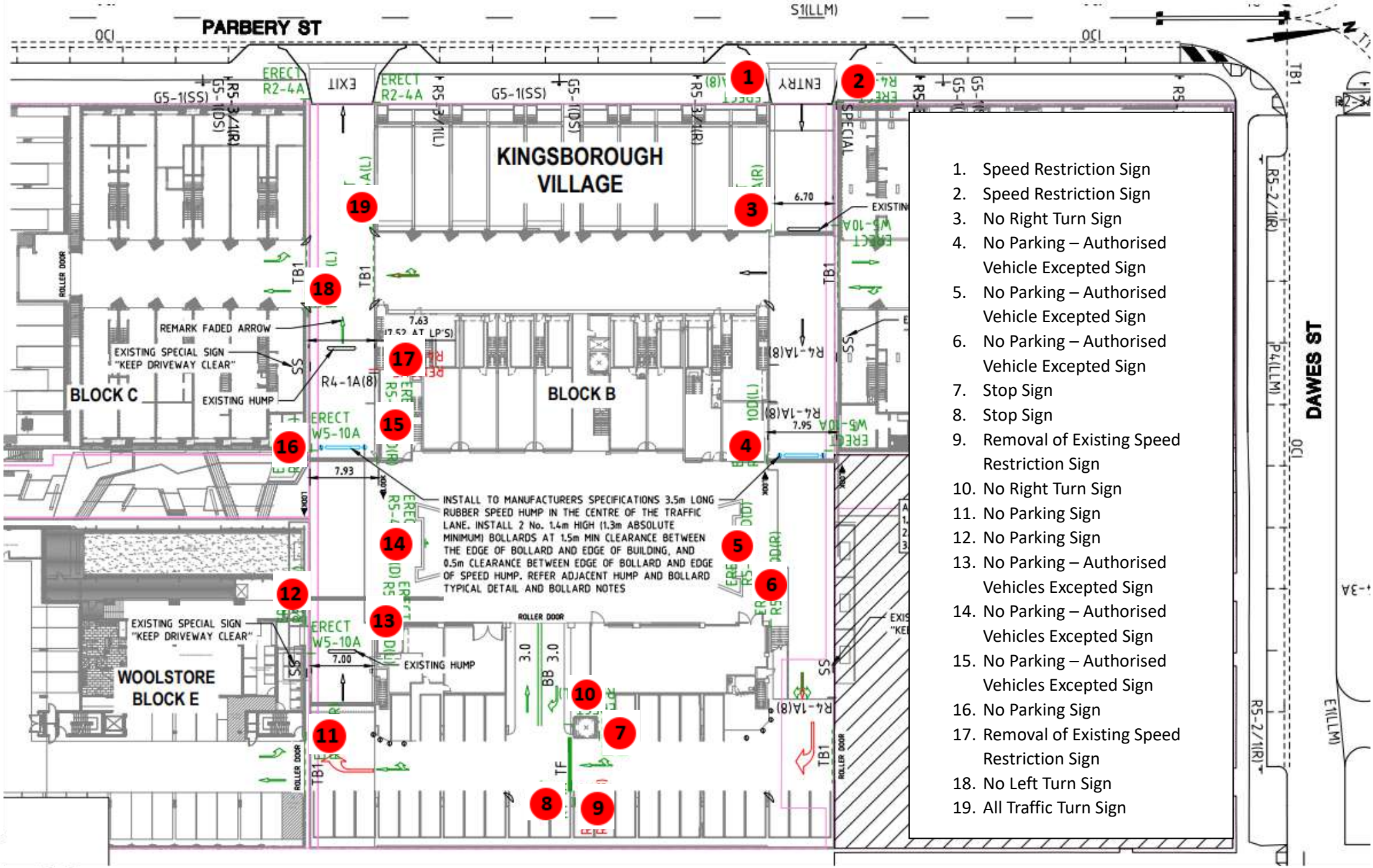
Please contact the undersigned if you have any questions regarding the recommendations.

Regards

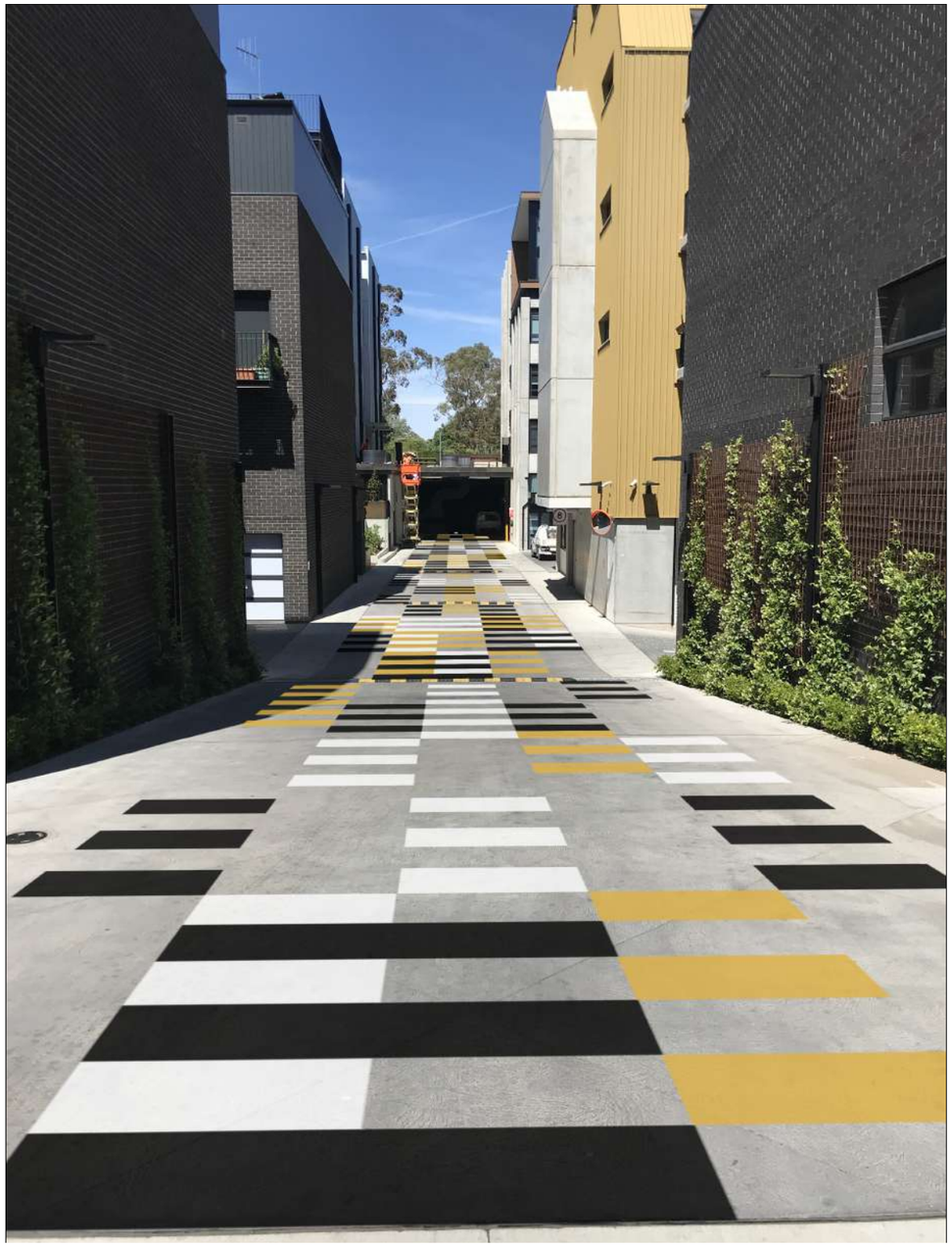
Robert Dunn

Senior Traffic Engineer, Lead Level 3 Road Safety Auditor
robert@rdgossip.com.au
0409 646 752

DRAFT



1. Speed Restriction Sign
2. Speed Restriction Sign
3. No Right Turn Sign
4. No Parking – Authorised Vehicle Excepted Sign
5. No Parking – Authorised Vehicle Excepted Sign
6. No Parking – Authorised Vehicle Excepted Sign
7. Stop Sign
8. Stop Sign
9. Removal of Existing Speed Restriction Sign
10. No Right Turn Sign
11. No Parking Sign
12. No Parking Sign
13. No Parking – Authorised Vehicles Excepted Sign
14. No Parking – Authorised Vehicles Excepted Sign
15. No Parking – Authorised Vehicles Excepted Sign
16. No Parking Sign
17. Removal of Existing Speed Restriction Sign
18. No Left Turn Sign
19. All Traffic Turn Sign



A. ENTRY DRIVEWAY

B. EXIT DRIVEWAY

LYMESMITH

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Studio 12/96 Hoskins St,
Mitchell, ACT 2911

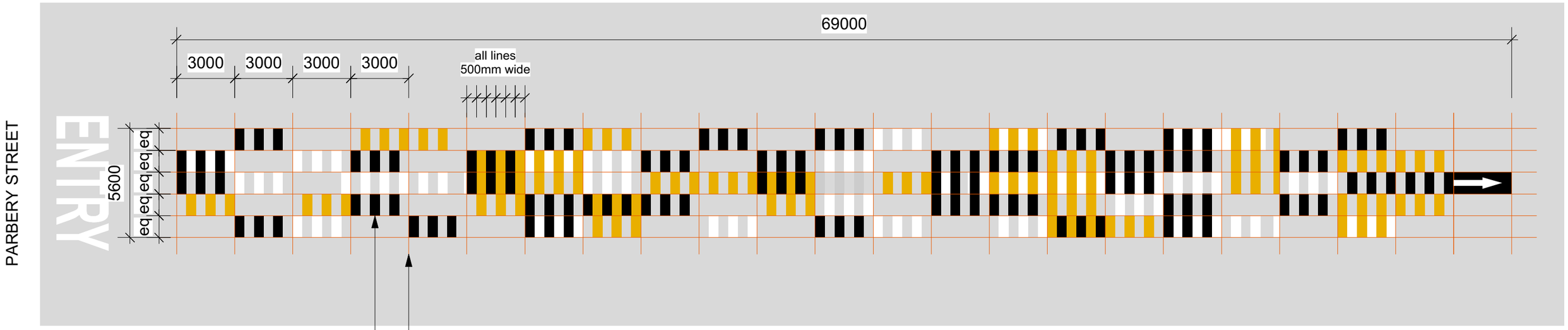
ph: 0404 998 761
email: contact@lymesmith.com.au

KINGSBOROUGH VILLAGE DRIVEWAY SUPERGRAPHIC

REQUEST FOR QUOTATION

FOR TWO 69 X 5.6M DRIVEWAY PAINTINGS

IN BLACK, WHITE AND YELLOW



01 ENTRY DRIVEWAY PLAN
1:200

ENTRY and EXIT text sized to fit driveway ramps.

DESIGN NOTES:

There are some minor variations between the entry and exit designs.

A non-slip surface is required , please quote for reflective beads.

Driveways are 5.6m wide

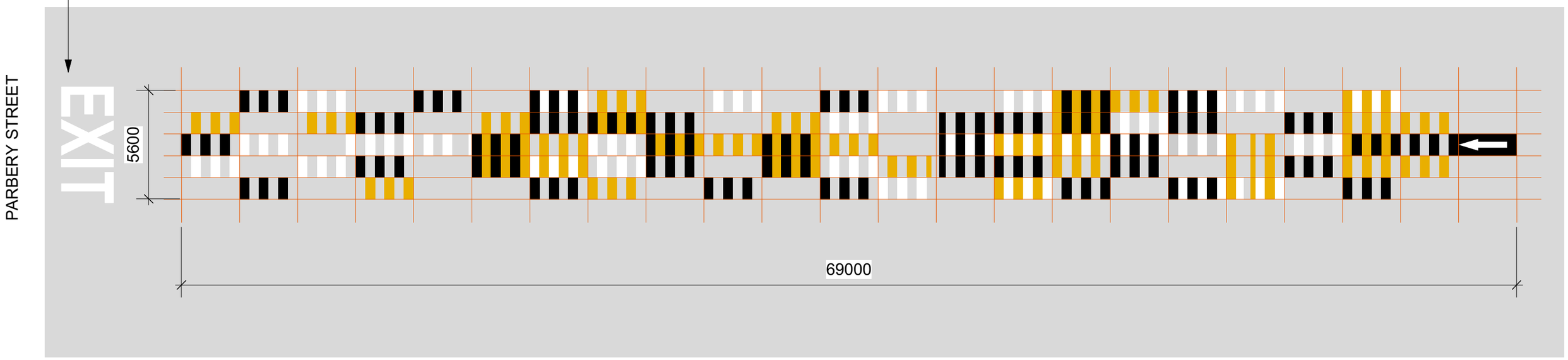
Driveway width is divided into 5 equal strips of 1.12m each

An artwork plan at 1:50 scale can be provided, with numbered grid lines if required, to assist with setting out.

Area Calculations:

Total painted surface area: 368m2

Black:	134 m2
White:	125 m2
Yellow:	109 m2



2 EXIT DRIVEWAY PLAN
1:200

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KINGSBOROUGH VILLAGE DRIVEWAY SUPERGRAPHIC

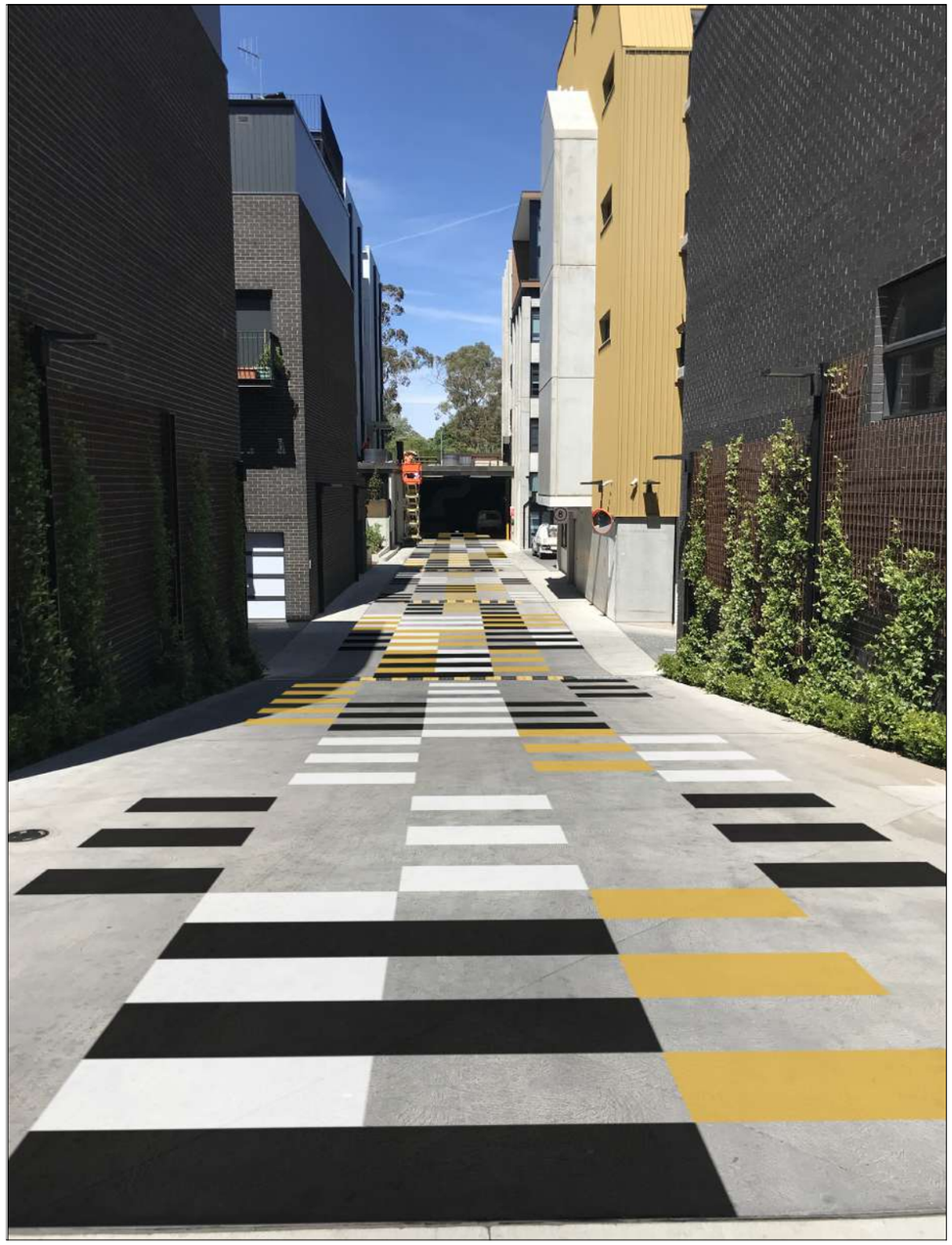
FOR CONSTRUCTION

for John Gasson

ISSUE	DATE	REVISION DETAILS
TENDER	22.01.20	

ISSUE	TENDER	DATE	22.01.20
DRAWN BY	SV	CHECKED BY	SV
JOB NO	1913		

DWG	GENERAL ARRANGEMENT PLAN
SCALE	1:200 @A3
DWG NO	GA 1.1



A. ENTRY DRIVEWAY

B. EXIT DRIVEWAY

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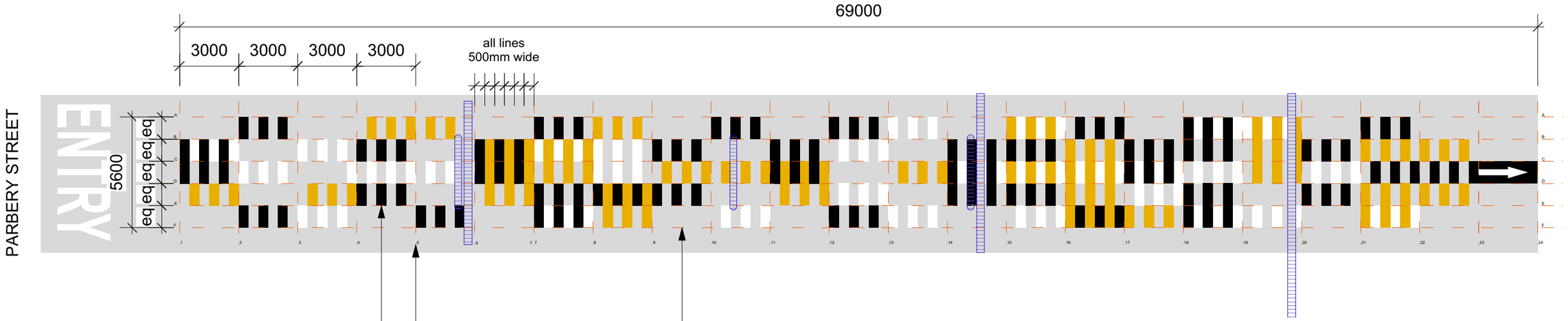
REQUEST FOR QUOTATION

FOR TWO 69 X 5.6M DRIVEWAY PAINTINGS

IN BLACK, WHITE AND YELLOW



01 ENTRY DRIVEWAY PLAN
1:200

ENTRY and EXIT text sized to fit driveway ramps.

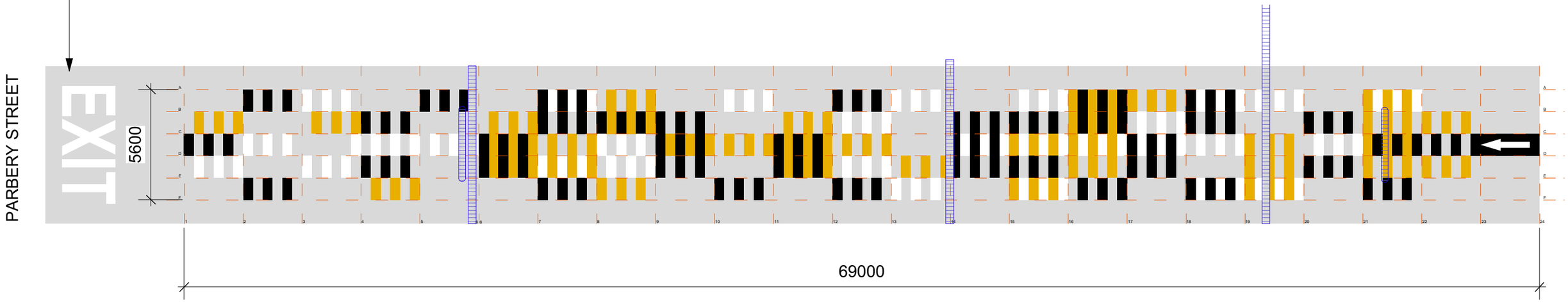
3m set out grid

500mm line width, line lengths vary according to grid.

NOTE: ALIGNMENT OF THE DESIGN IS TO BE CENTRED WITHIN MAIN DRIVEWAY EXPANSIONS JOINTS. VERIFY POSITION WITH ARTIST ONSITE BEFORE PROCEEDING WITH SET-OUT.

COLOUR

AS2700 N61 BLACK	AS2700 N14 WHITE	AS2700 Y12 WATTLE



2 EXIT DRIVEWAY PLAN
1:200

DESIGN NOTES:
There are some minor variations between the entry and exit designs.

A non-slip surface is required , please quote for reflective beads.

Driveways are 5.6m wide

Driveway width is divided into 5 equal strips of 1.12m each

An artwork plan at 1:50 scale is provided, with numbered grid lines, to assist with setting out.

Area Calculations:

Total painted surface area: 368m2

Black:	134 m2
White:	125 m2
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KINGSBOROUGH VILLAGE DRIVEWAY SUPERGRAPHIC

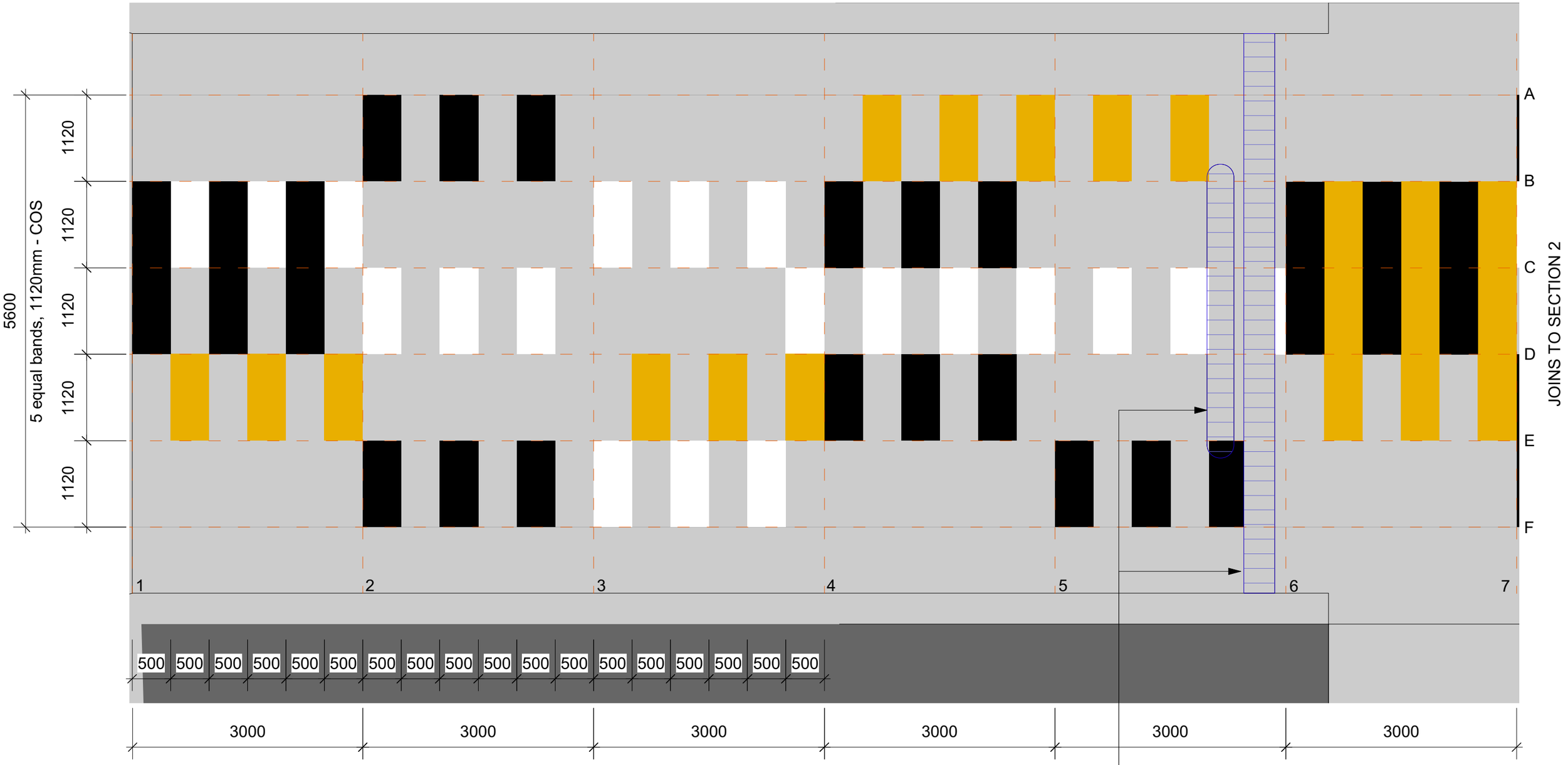
FOR CONSTRUCTION

for John Gasson

ISSUE	DATE	REVISION DETAILS
TENDER	22.01.20	
CD	24.01.20	

ISSUE TENDER	DATE 22.01.20	DWG GENERAL ARRANGEMENT PLAN	
DRAWN BY SV	CHECKED BY SV	SCALE 1:200 @A3	DWG NO GA 1.1
JOB NO 1913			

SECTION 1



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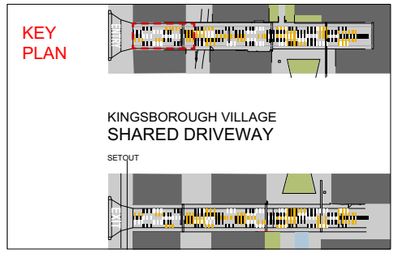
NOTE: LOCATION APPROXIMATE. Consult with artist during artwork set-out, to confirm pattern adjustments for grates, drains and speed humps.



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for John Gasson

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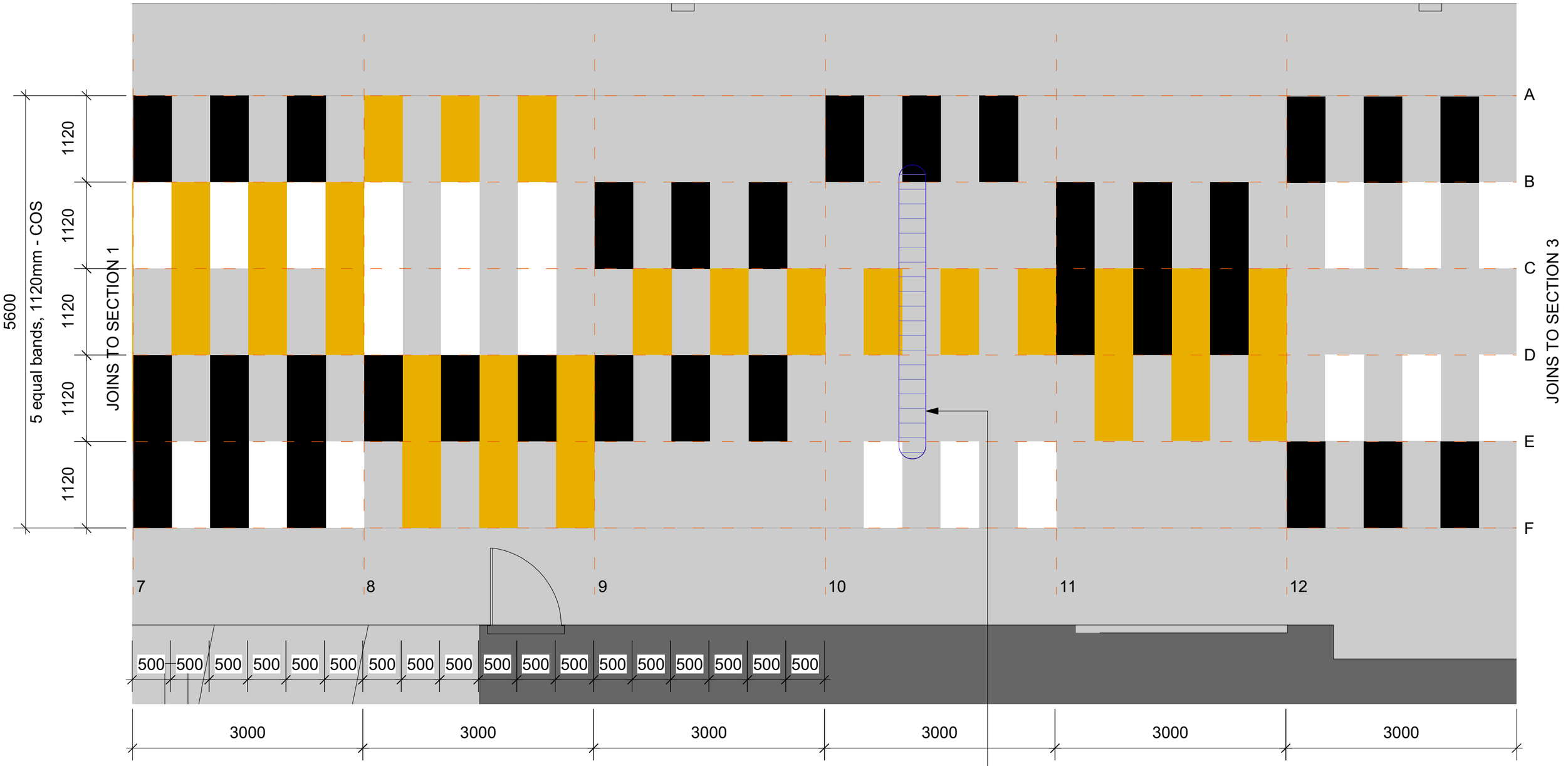
CD	24.01.20	

ISSUE	TENDER	DATE	22.01.20
DRAWN BY	SV	CHECKED BY	SV
JOB NO	1913		

DWG	SECTION 1 PLAN
SCALE	1:50 @A3
DWG NO	GA 2.1

SECTION 2



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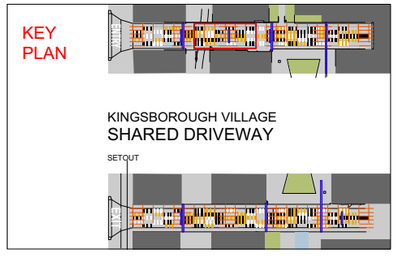

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FOR CONSTRUCTION

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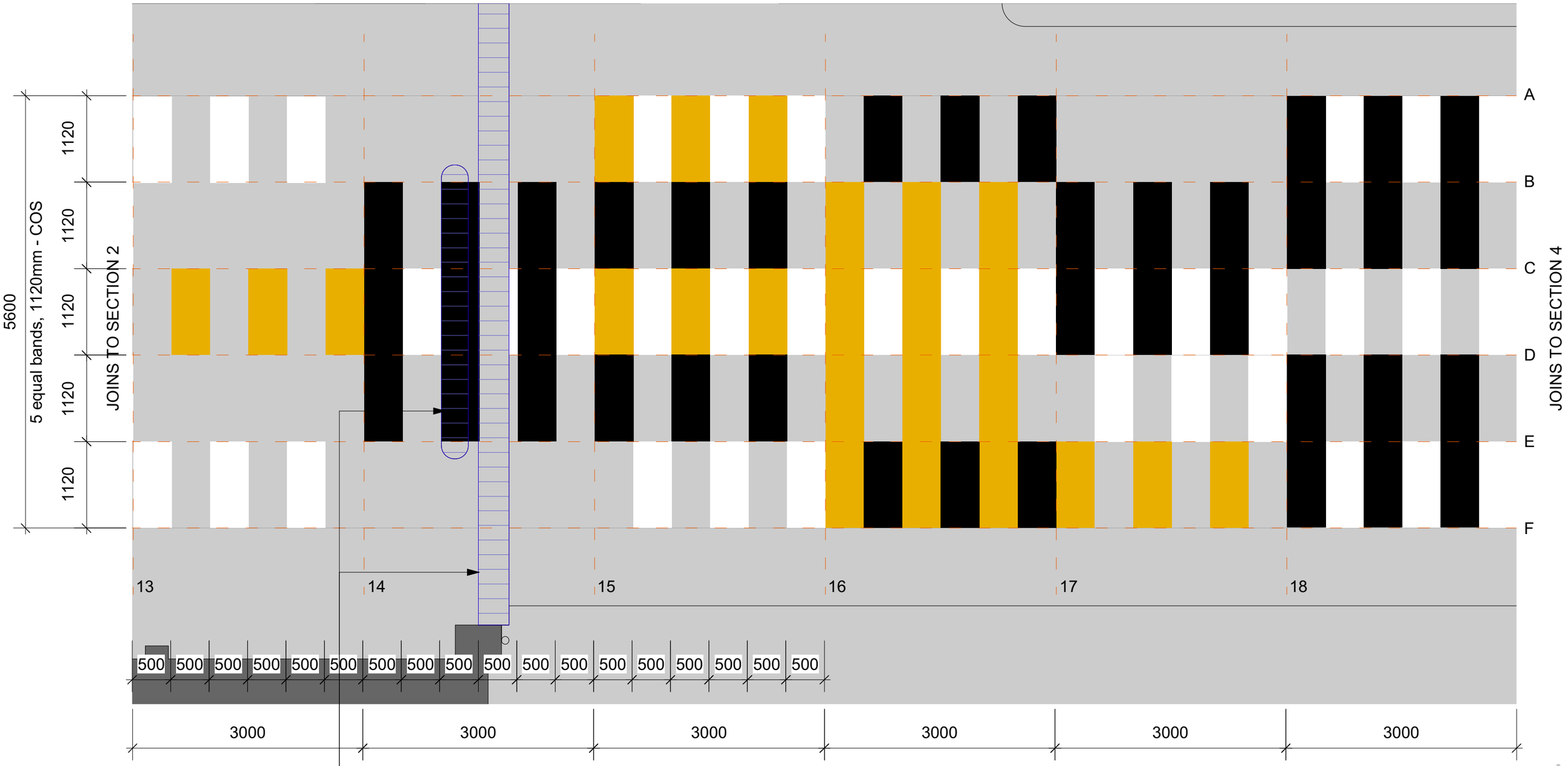
TENDER	22.01.20	
CD	24.01.20	

ISSUE TENDER	DATE 22.01.20	DWG SECTION 2 PLAN	
DRAWN BY SV	CHECKED BY SV	SCALE 1:50 @A3	DWG NO GA 2.2
JOB NO 1913			

SECTION 3



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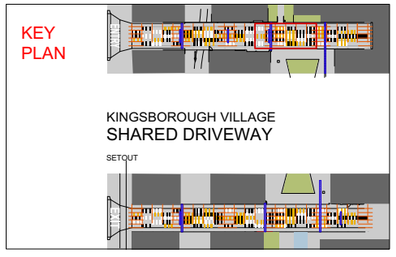
KEY PLAN



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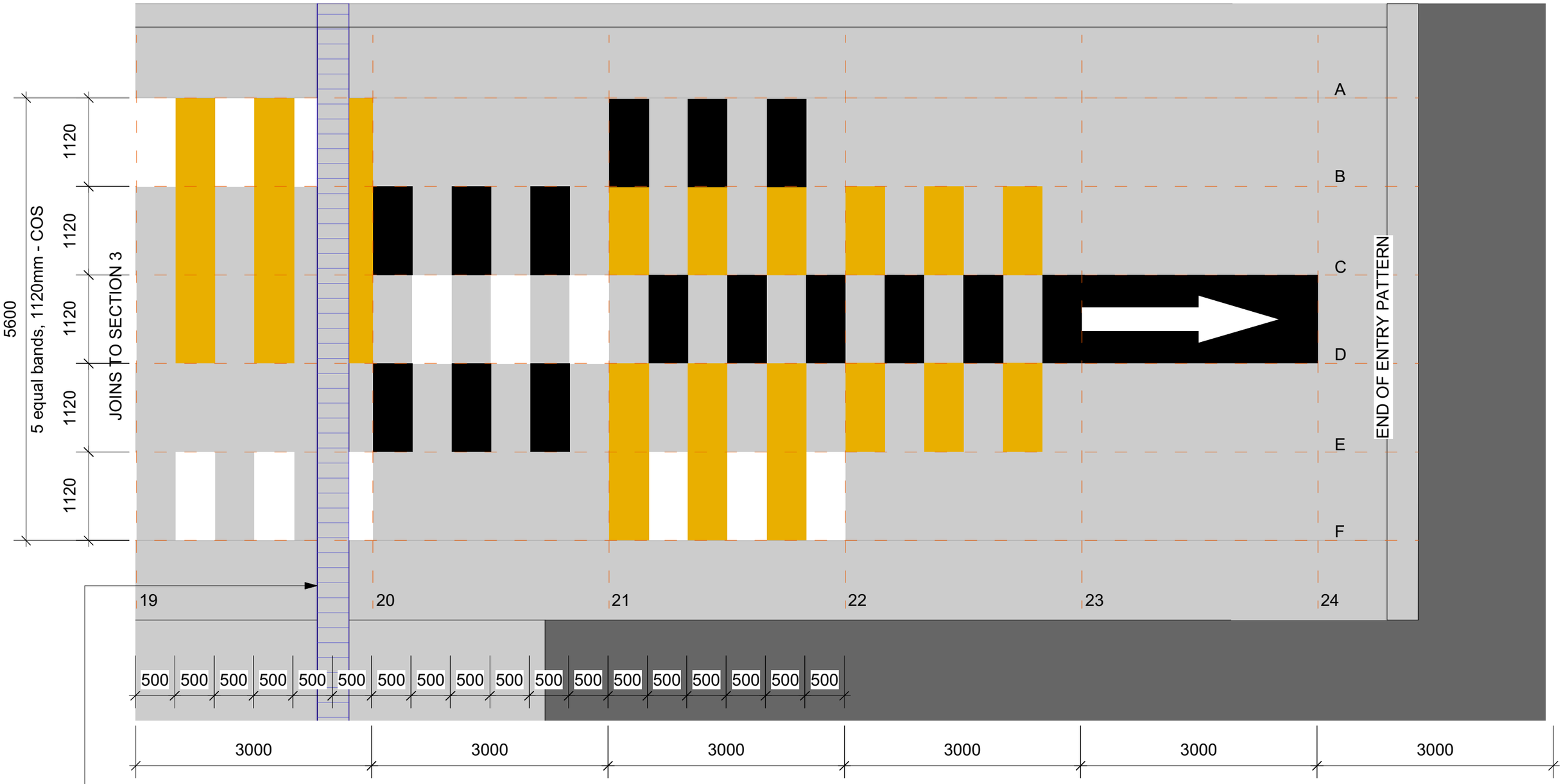
ISSUE	TENDER	DATE	22.01.20
DRAWN BY	SV	CHECKED BY	SV
JOB NO	1913		

DWG SECTION 3 PLAN

SCALE 1:50 @A3

DWG NO GA 2.3

SECTION 4



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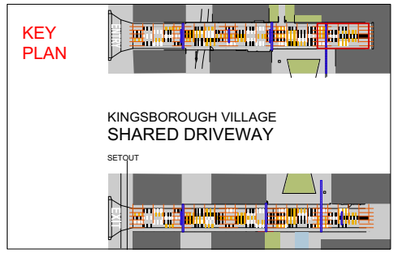

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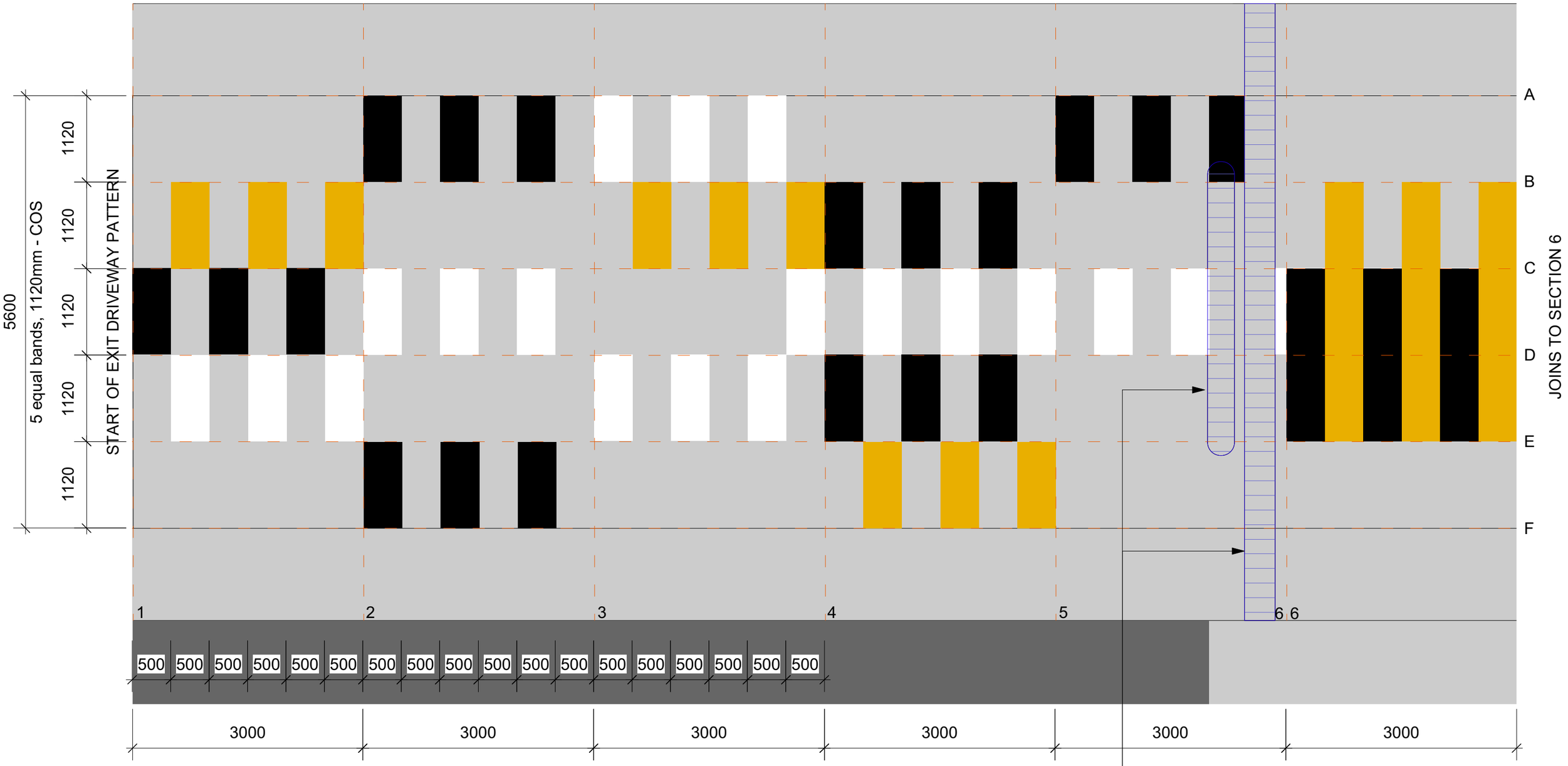
DWG	SECTION 4 PLAN
SCALE	1:50 @A3
DWG NO	GA 2.4

SECTION 5



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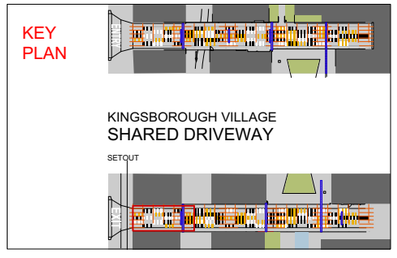

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KINGSBOROUGH VILLAGE DRIVEWAY SUPERGRAPHIC

FOR CONSTRUCTION

for John Gasson

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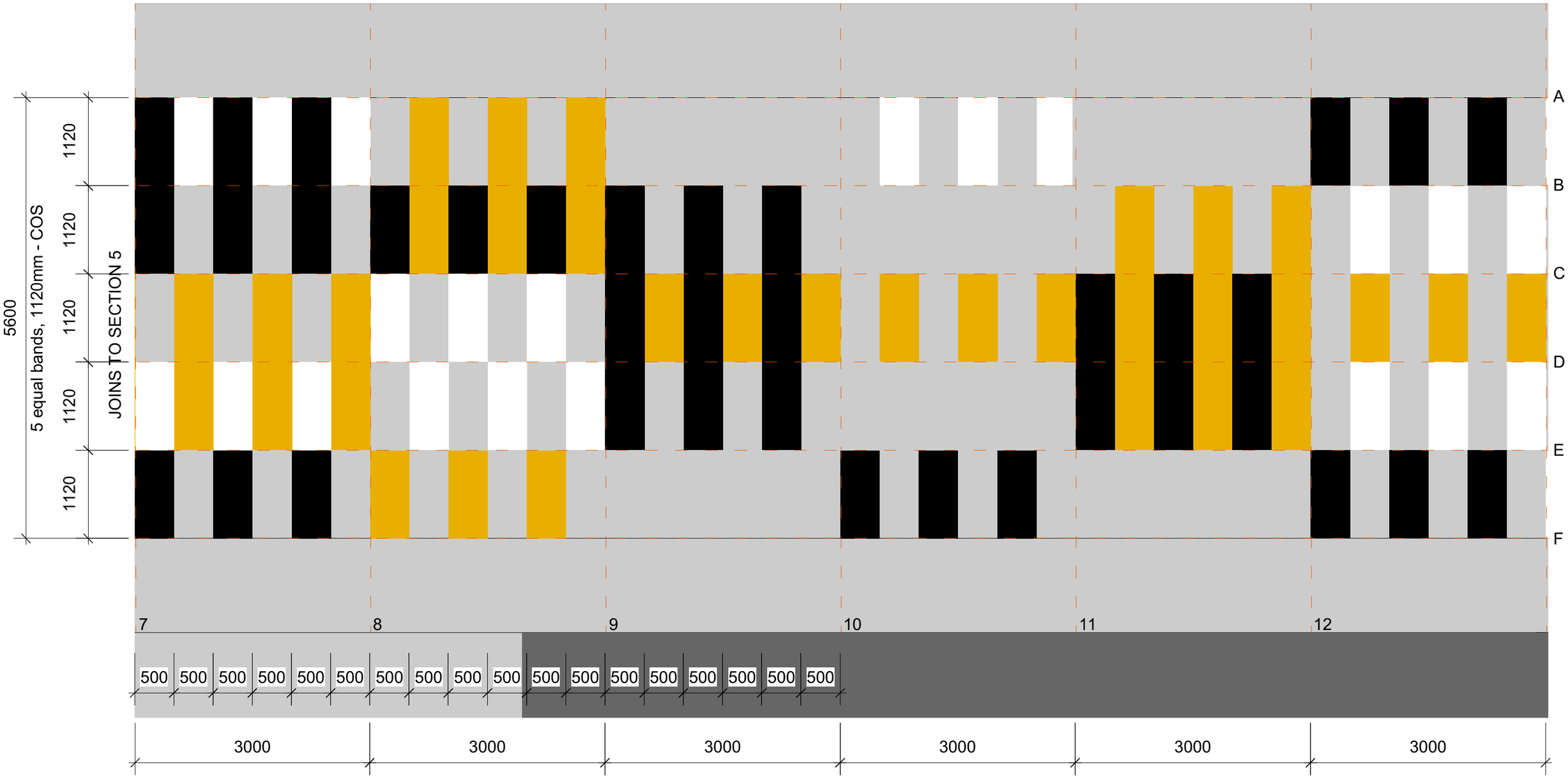
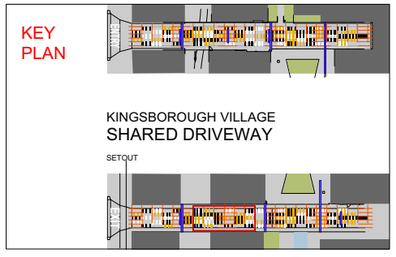
CD	24.01.20	

ISSUE	TENDER	DATE	22.01.20
DRAWN BY	SV	CHECKED BY	SV
JOB NO	1913		

DWG	SECTION 5 PLAN
SCALE	1:50 @A3
DWG NO	GA 2.5

SECTION 6





LYMESMITH
Principal: Sonia van de Haar
U12/96 Hoskins St, Mitchell, ACT 2911
ph: 0404 998 761
email: contact@lymesmith.com.au

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KINGSBOROUGH VILLAGE DRIVEWAY SUPERGRAPHIC

FOR CONSTRUCTION

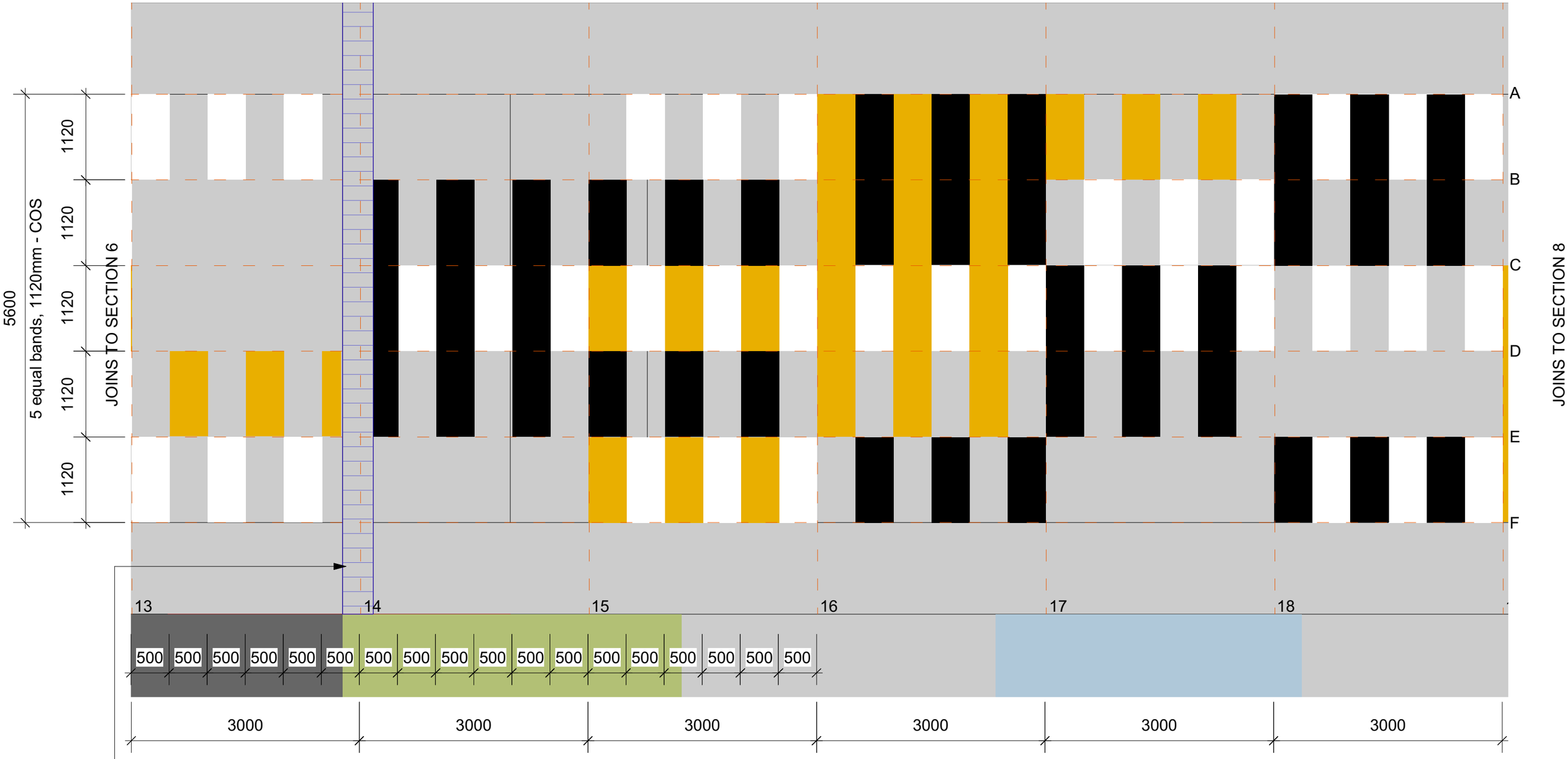
for John Gasson

ISSUE	DATE	REVISION DETAILS
TENDER	22.01.20	
CD	24.01.20	

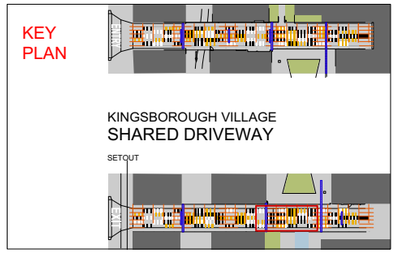
ISSUE	TENDER	DATE	22.01.20
DRAWN BY	SV	CHECKED BY	SV
JOB NO	1913		

DWG	SECTION 6 PLAN
SCALE	1:50 @A3
DWG NO	GA 2.6

SECTION 7



NOTE: LOCATION APPROXIMATE.
Consult with artist during artwork set-out, to confirm pattern adjustments for grates, drains and speed humps.



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KINGSBOROUGH VILLAGE DRIVEWAY SUPERGRAPHIC

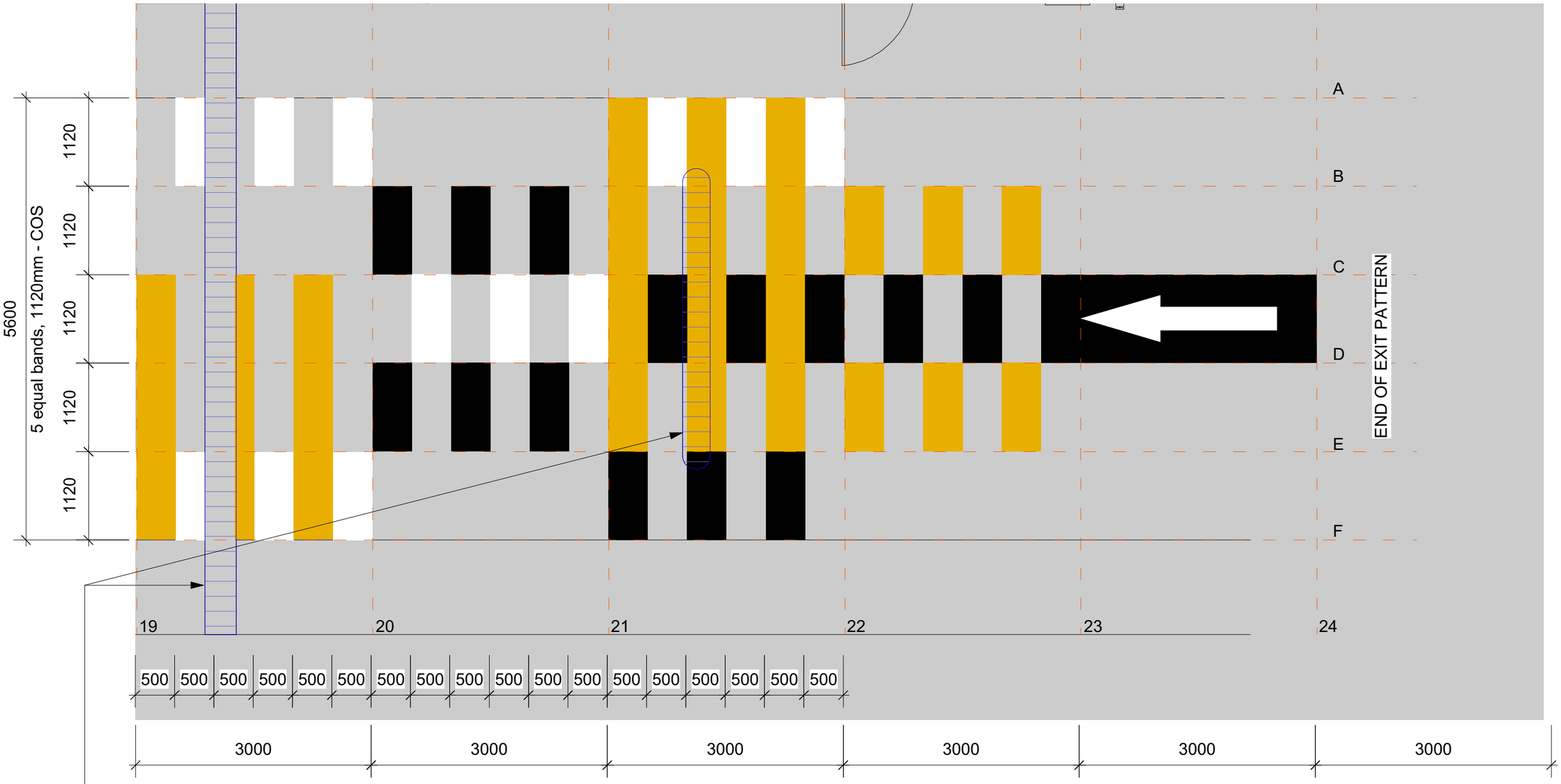
FOR CONSTRUCTION

for John Gasson

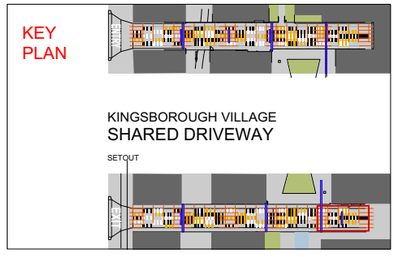
ISSUE	DATE	REVISION DETAILS
TENDER	22.01.20	
CD	24.01.20	

ISSUE TENDER	DATE 22.01.20	DWG SECTION 7 PLAN	
DRAWN BY SV	CHECKED BY SV	SCALE 1:50 @A3	DWG NO GA 2.7
JOB NO 1913			

SECTION 8 (EXIT)



NOTE: LOCATION APPROXIMATE.
Consult with artist during artwork set-out, to confirm pattern adjustments for grates, drains and speed humps.



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KINGSBOROUGH VILLAGE DRIVEWAY SUPERGRAPHIC

FOR CONSTRUCTION

for John Gasson

ISSUE	DATE	REVISION DETAILS
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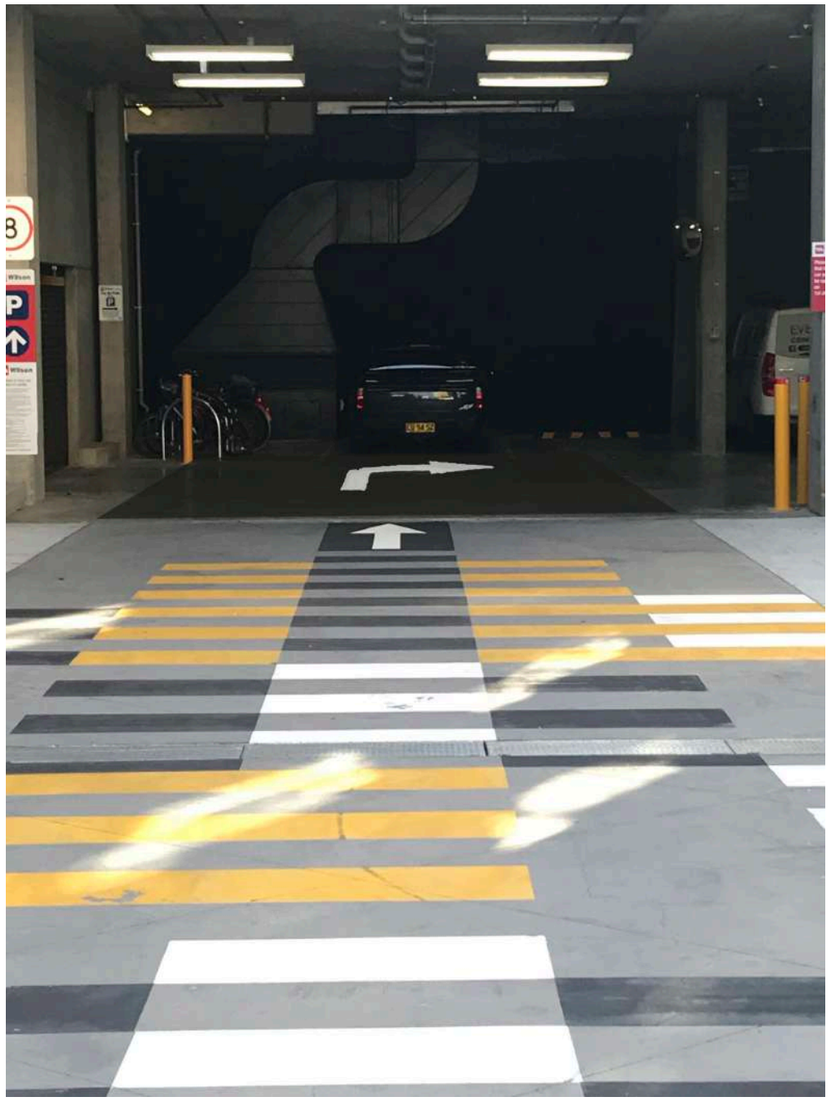
ISSUE	TENDER	DATE	22.01.20
DRAWN BY	SV	CHECKED BY	SV
JOB NO	1913		

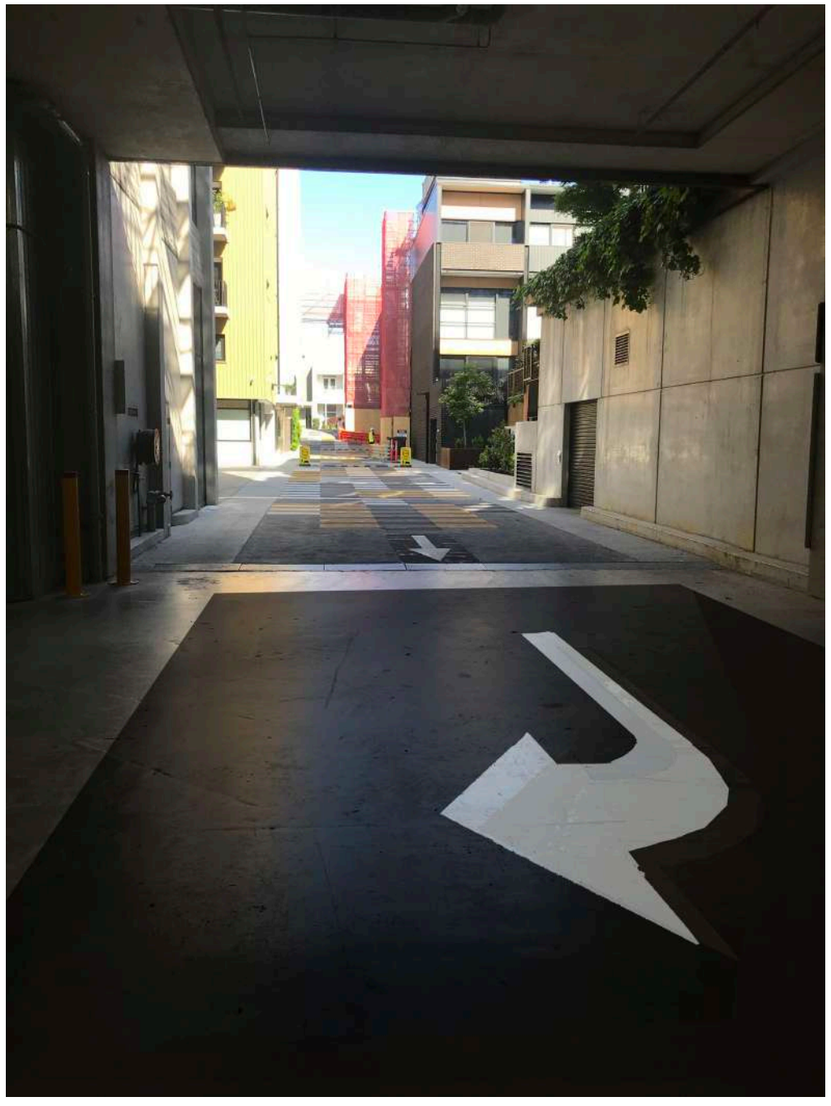
DWG	SECTION 8 PLAN
SCALE	1:50 @A3
DWG NO	GA 2.8

WEAVE

EXTENSION OF THE WEAVE SUPERGRAPHIC INTO THE CAR PARK, TO ADDRESS SLIP HAZARDS DURING WET WEATHER



The addition of a simple solid black rectangle with a white direction arrow, aligned with the main artwork grid, is recommended.



A solid black rectangle has the advantage of sitting quietly in the shadows of the driveway entrance, and not attracting pedestrians into the car dominant space.

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issued: JAN 21, 2020

UP4632 – Phil

"Direct consultation is required with ourselves at g10/2 Parbery and Matt McKwan at g2/10 Parbery as the placement of any signage at the exit/no entry will directly impact the liveability and values of our properties."

UP4632 – Don

"Thanks Easta is it possible to obtain more details of the proposed bollards to be placed either side of the pedestrian crossing on the entry ramp."

UP4632 – Sonia

"It's great news that Kingsborough's driveway safety will be upgraded and that the driveway artwork will be repainted as part of these works.

As the artist, (and resident of the Warehouse) I am happy to provide the required documentation to facilitate the works, free of charge.

I can also liaise with the line marking contractor to ensure the results are as expected. When the original work was installed I supervised the setting out.

Have you obtained quotes for the work? Will the contractor remove the old chipped paint before respraying?

Let me know if I can be of assistance."

UP4632 – Amanda

"I'm in G06/10 Parbery St and support the traffic management plan changes.

Better signage, particularly about not going in the exit, could help with safety. No opinion re removing the speed humps. They are loud when cars drive over, and this would be annoying for the residents who would hear this. I support the best option

On the issue of signage, I've requested many times over the past 4 years I've lived here a Do not park sign to be in place behind us in the lane. I was again unable to get out of my garage as I was parked in. Is this something that can be looked at too?"

UP4632 – Matt – Also requested an extension as a response is still pending from the EC.

Dear Mariella and Ron,

Thank you for you continued service to the CT EC and the work that you do on behalf of the Kingsborough community

I recently received the email below which list you as the authors of the CTS32 Traffic Management Plan. Thank you for the opportunity to provide feedback to the plan. I am doing so in my capacity as an adversely affected owner. I would be grateful if you could provide responses to my questions below to inform my feedback on the initiative. Alternatively, if you are unable to answer I would appreciate that advice too.

1. I understand Mariella was previously an employee of TRNC/ Construction Control who were the original developers of the Kingsborough Village. I further understand that in her role for the developer, the original traffic management plan was an area of her responsibility. I understand that Mariella is currently an owner in the development, and no longer associated with her former employer or successor entities. Is this understanding correct?

2. If the above is correct, what arrangements were put in place regarding Mareillas' participation in the CT Sub-Committee regarding her actual conflict of interest? I cannot locate any reference to this in the CT EC Minutes. From a governance perspective, it is highly irregular that a Committee member would be assigned to review their own previous work with no management arrangements.

3. What was the brief that was provided to RD Gossip for their engagement?

4. Has the Sub-Committee deviated from the proposal from RD Gossip, and on what basis was this deviation made?

5. It is noted that the package identifies work completed by the developer that is non-compliant with standards. (eg 8km/h signs). Were these the only areas of non-compliance relating to traffic management?

6. When the site was developer controlled and partially owner occupied, the original traffic management plan was implemented. Communications from the developer indicated the speed limit was 4km/h, and yet the 8km/h signs were installed. What was the original / approved speed limit for the original traffic management plan?

7. Has there been any significant or relevant updates to the standards / laws referenced in the package since the time of the original development? (Australian Road Rules, ACT Road Rules, TCSS standards)

8. Which versions of the Australian Road Rules, ACT Road Rules, TCSS standards were used in the development of this proposal?

9. I recall that you both have made minuted contributions at the CT EC regarding traffic management issues in the past, particularly on the matter of speed humps. To summarise these contributions, you were reluctant to remove the speed humps on the basis of safety, with reference to external standards. Why has your position changed?

10. The proposal included signs affixed to the Warehouse, which is B Block property. (Shared Zone/Give way to Pedestrians near B Block bin room) Therefore, the statement that all infrastructure will be installed on CT property is incorrect. The consistent position of B Block

representatives to the CT EC has that any infrastructure should be on CT property. Will you remove the signs on B Block property from the proposal and reissue to owners with correct information? Why was this design requirement from B Block ignored?

11. I understand the B Block Executive committee asked the Strata Manager to search the records to identify any complaints regarding traffic management from our Block. The search did not locate any records, and this is recorded in the B Block EC minutes. Mention is made in the package of "numerous complaints" being made by residents. How many complaints were made, and what were the nature of the issues raised? When were they raised?

12. Regarding the "No entry" Signs on the exit.

I do not support these signs. They will reduce the appeal of the frontage for my property and reduce the market value of my property. I am advised that the signs block visibility from interior windows for other affected owners. I note that similarly signs were placed on B Block common property and removed due to owner feedback. This solution does not take into account the previously provided feedback.

I don't believe the installation of $12k worth of signs will do anything, as there is no problem to fix. However, this design, again, fails to take into account previously provided advice. Why are you so unwilling to accept feedback and look for a mutually suitable solution?

13. What measurable benefits do you expect from the implementation of the traffic management plan? What is your advice on what will happen when there is non-compliance with the proposed revised arrangements?

14. The CT EC recently installed other signs regarding Keep Driveway Clear and parking in the visitors spaces. My observation is that these signs have been ineffectual – residents continue to park in the visitors parks for prolonged periods, and the driveway is every day used as a parking space. Has a review been undertaken into the efficacy of existing signs, and did this inform the work of the Subcommittee?

15. Why did the CT EC and traffic subcommittee not make available the full RD Gossip report including marked up map to owners as part of the recent package that was distributed?

UP4632 – Heather

Regarding feedback on the traffic management plan, I strongly support any plan that involves removing the speed humps between the warehouse and Woolstore buildings.

These speed humps cause significant noise and vibration in my apartment which has been bad enough to rattle things off shelves. I have been complaining about this issue for six years and would be grateful for it to finally be resolved.

UP4632 – Ahmed

Thanks for the below advice. Just writing to let you and the Committee know I am very supportive of the plan and removal of the speed bumps from the driveway.

Thanks to Signature and the EC for their work on this.

Kingsborough Village - Hawker's permit

Location – Kingsborough Community Title
Lots 1-8
Blocks 2, 29 - 50 Section 60 Kingston, and
Blocks 71 and 74 Section 50 Kingston

Street address – Parbery Street, Kingston, ACT 2604

Description of permitted activity

Selling of food from self-contained truck/van

Selling alcoholic and non-alcoholic beverages from self-contained truck/van

Commencement date **Completion date**

Area of land to be used

Applicant details

Please complete (A) if an individual is applying to use the land, or (B) if applying on behalf of a company.

A Individual

Full name

Email Phone

Have you had any convictions or findings of guilt in the last 10 years against a law of a state or territory for offences related to the use of public unleased land or within land covered by Community Title? Yes No

Have you had any previous non-compliance in relation to using public unleased land or within land covered by Community Title? Yes No

Have you had an application for a licence or permit to carry on activity on public unleased land or within land covered by Community Title refused?

Yes No

If you answered Yes to any of the above, please provide details

B Company

Note only a director or executive officer can apply on behalf of a corporation.

Full name and position

Email Phone

Company name

ACN

Company address

For the below questions, please note the following are relevant persons:

a) Executive Officer of the corporation.
b) A person who exercises the power to take part in directorial, managerial or executive decision of the corporation.
c) A person who has power to elect or appoint a person as executive officer in the corporation.
d) A person who has power to exercise a significant influence in relation to conduct of the corporation.
e) A related corporation; and
f) An executive officer of a related corporation.

Have any relevant persons of the corporation had any convictions or findings of guilt in the last 10 years against a law of a state or territory for offences related to the use of public unleased land or within land covered by Community Title?

Yes No

Have any relevant persons of the corporation had any previous non-compliance in relation to using public unleased land or within land covered by Community Title?

Yes No

Have any relevant persons of the corporation had an application for a licence or permit to carry on activity on public unleased land or within land covered by Community Title refused?

Yes No

If you answered Yes to any of the above, please provide details

Payment of fees

The use of the Land covered by this permit will need to be paid in advance.

Declaration

I acknowledge I have read the “important Information for Applicants”

I acknowledge I have read and accept all terms and conditions

I acknowledge I will abide by any additional conditions that may be attached to the permit

I declare that the information provided is true and correct

I understand it is an offence to make a false or misleading statement, give false or misleading information or produce a false or misleading document.

Applicant signature

Witness

Date

Witness name

Important information for applicants

This application form is to be completed to use the land, for example to temporarily place objects or materials on the land.

The permit can only be granted for a maximum of six (6) months

Following receipt of this application, the Community Title Executive Committee may require the following supporting documents:

1. Proof of Public Liability Insurance with a minimum cover of $20 million
2. Risk Management Plan
3. Landscape Management and Protection Plan
4. Temporary Traffic Management Plan
5. Dilapidation Report
6. Detailed Site Plan showing areas of the land to be used

It is an offence to:

- use the land without a permit.
- fail to comply with conditions set out in a permit

Terms and Conditions

'**Applicant**' - is defined as the person who completes and signs this 'Application to Use the Land'. Where the applicant represents an organisation or company, the applicant is assumed to have authority from the organisation or company to act on its behalf and enter into this agreement.

'Permit holder'
This is the person or entity named to whom a permit approval is granted, as named on the permit.

Additional Conditions
Approval for the activity may include site conditions as determined by the Community Title Executive Committee.

Cancellation or modification of approval
It may be necessary to include additional conditions, or cancel a permit, at any time if required for safety reasons. This includes the likelihood of damage to the Property as a result of rainfall, Total Fire Ban or other natural events or conditions. In such cases, the Community Title will not be liable for any losses incurred by the permit holder but may consider refunding any fees paid, should the need arise for the area to be vacated as advised by the Community Title Executive Committee. The permit holder should, as a matter of courtesy, inform the Community Title Executive Committee if an approved activity is to be cancelled or modified for any reason.

Damage to Public Artworks
The permit holder is responsible to check if artworks are located within their permit area. If so, the artwork must be protected from damage. All damage to Artworks must be repaired to the satisfaction of the Community Title Executive Committee and at the expense of the permit holder.

Damage to Community Title property
The permit holder will be responsible for any damage to Community Title property caused by the activity. This includes damage to roads, footpaths, kerbs and gutters, fences, gates, furniture, signs, BBQs, trees, verge vegetation (including turf), irrigation systems or any other property. The permit holder agrees to report any such damage to the Community Title Executive Committee through Signature Strata (02 6185 0347)as soon as practicable, and to repair the damage or reimburse the Community Title for costs incurred in repairing the damage to the Community Title Executive Committee's satisfaction.

Exclusive use
It should be noted that although approval has been given to use the land for your activity, it does not guarantee exclusive use of that land as it always remains a Community Title place. The Community

Title Executive Committee will, however, seek to avoid any conflicts arising with other approved events or activities.

Fees
Fees are charged for the use of the Land for permitted Activities. Fees are determined by the Community Title Executive Committee. Please contact Signature Strata on 02 6185 0347 for further details. Failure to pay associated fees may result in the cancellation of the permit and a removal notice issued. All invoices are to be paid in advance.

Land
The land is the area defined by the Community Title Executive Committee from time to time.

Legal Compliance
The permit holder must ensure that all persons involved in the activity are aware of and abide by Laws and Regulations governing the area, as shown by local regulatory signage and any additional conditions that may be attached to the approved application.

Permit holder's Responsibilities
This permit authorises the permit holder for the use of the Land only. It is the responsibility of the permit holder to seek all necessary advice on further licensing requirements by other agencies (e.g. Justice and Community Services for liquor licences, Environment Protection Authority for noise in relation to the activity.

Power Access
If your activity is using power, any power leads crossing pedestrian areas must be suspended at least 2.4 metres above the pavement. Power cables must carry an inspection tag which is less than three months old.

Privacy Statement
As a rule, the personal information that is provided to us is not passed on to private organisations or third parties without your written consent. However, your information may be provided to the ACT Civil and Administrative Tribunal (ACAT) or another court or tribunal if required by law.

Public safety and insurance
The permit holder will take all reasonable steps to ensure the safety of the general public in the activity. In particular, the permit holder will inspect the area immediately prior to use to ensure that it is safe for that use and report to Signature Strata (02 6185 0347 as soon as possible any hazard detected on that inspection. Commercial operators must provide evidence of a current Public Liability Insurance Policy to a value of at least $20 million.

Removal of litter and waste
The permit holder will ensure that all litter and rubbish resulting from the activity is removed from the site regularly, this includes temporary signage. Further action may be taken if commercial waste litters the Land as a result of irregular rubbish removal.

Sound
Permit holders must ensure the sound generated does not impact adversely on nearby businesses or residents and must comply with the levels list below.

Location	**7am–10pm (8am-10pm Sunday & Public Holidays)**	**10pm–7am (10pm-8am Sunday & Public Holidays)**
Residential areas	45dB(A)	35dB(A)

Suitability information
In deciding whether a person is suitable to hold a permit, the director-general (or delegate of) must consider:

a) any conviction or finding of guilt for an offence against the *Public Unleased Land Act 2013* (ACT) is a substantially corresponding law.
b) any non-compliance with a legal obligation in relation to carrying on an activity on public unleased land.
c) any previous refusal of a permit application; and
d) any other matter relevant to the person's ability to safely and responsibly carry on an activity on public unleased land.

MINUTES OF THE EXECUTIVE COMMITTEE MEETING

OF CTS 32, 'KINGSBOROUGH VILLAGE'

Venue: Zoom

Meeting ID: 889 2207 1790| Passcode: 278964

Date: Wednesday 12th February 2025

Time: 5.36 pm

Present: Block A – R Milthorpe
Block B – M Bentley & A Wiljeyeratne
Block C – R Weeks & M Miko
Block D - N Southwell & D Steele
Block E – M Knaus
Matt Tant – Point Facilities Solutions
Nicole Robb = Signature Strata

Apologies: Block A – S Schechter

Quorum: Pursuant to Section 43 of the Community Title Act 2001, business may be considered only if there is a quorum present. If a quorum is not present, the meeting is adjourned to a date and time theExecutive Committee considers appropriate.

1. ATTENDANCE AND ACCEPTANCE OF APOLOGIES

Attendance and acceptance of apologies to be recorded.

2. CONFIRMATION OF CHAIRPERSON

The Executive Committee confirmed M Knaus as the Chairperson for the purposes of the meeting.

3. QUORUM

Motion 1: Ordinary Resolution:

That the Executive Committee confirms that a quorum has been achieved and themeeting can proceed.

CARRIED

To confirm with reference to Schedule 2, Part 2.2, Section 2.9 of the Unit Titles Management Act 2011, that a quorum has been achieved.

4. CONFLICT OF INTEREST

Committee Members are to review the agenda, declare any 'conflict of interest' under the relevant item.

No conflicts recorded.

5. PREVIOUS MINUTES

Motion 2: Ordinary Resolution:

That the Executive Committee confirm and adopt the minutes of the previous EC meeting, held 27 November 2024. **CARRIED**

6. CHAIR REPORT

The chair welcomed members back for 2025.

Thank you all for joining us this evening, our first EC meeting of 2025. Noting our last meeting was held on 27th Nov so some time has passed. I hope committee members have had an opportunity to review our last minutes, as we have an opportunity to amend these today if necessary.
We have sent out the agenda and attachments as early as possible however there were a couple of supporting items only sent today as they have only just come in. We want to provide time for members to review in advance where possible.
I want to acknowledge that we still have a new team with Signature Strata & Point FS on board, having only joined in late 2024. It will take time to perfect the system between the committee and our new management team. There may be overhanging items from Vantage Strata that have not been acted upon - this is why the accuracy of our minutes is essential. Natalie and I found that we had issued instructions for VS to execute a contract with Smart Design last year for CCTV maintenance, however we discovered that this had not occurred. Confirming, thanks to Nicole this is now in place as of December 2024.
I would like to move towards a more efficient system in our engagement with Signature & Point FS. An email is not a task, it is a communication tool. Where possible if we can reduce email threads so our management team can spend more time getting the job done.
It is time consuming being on a committee and even more so for Chair & Treasurer, I want thank Natalie for her time and efforts relating to our budget thus far and members who have supported with their efforts relating to additional project related tasks.
Natalie & Mariella met with Matt (Point FS) on Friday 7th February to progress outstanding procurement for gardening matters. We will review quotes today for, garden refurb & lawn, discuss the process for quoting, procurement and committee approvals.
To assist with future procurement, I proposed that the CTS committee agree upon a scope of works, which can form a brief for the contractor/s. Supporting maps are preferred for the purposes of accuracy.
We will also discuss the outstanding traffic signage implementation.
I'd like to move through today as efficiently and thoroughly as possible, I note there is a new agenda item added which has been raised by Block B in relation to the podium.

Matt our new BM is joining us today, if there are no objections I would suggest we shuffle the order to accommodate the best use of his time for part of the meeting.

7. FINANCIAL INFORMATION

a) Cash at Bank as at 29th January 2025
   - Administration Fund: $49,486.97
   - Sinking Fund: $36,714.54

b) Financial Report as at 9 February 2025
c) Arrears: None due. Next levy is due 21st April 2025.
d) Finance report – attached.

- The committee discussed that there had been a number of unexpected items arise. Combined with a reduction in levies for 2024-25, this creates some uncertainty in the budget going forward.
- The committee discussed that there may be a need to be judicious in determining which priorities to progress under this budget.

Action item for each block, to discuss upcoming CTS budgeted items, for consideration at the next CTS EC.

8. OUT OF SESSION DECISIONS

The Executive Committee approved the quote from CHU through Broker, Arthur J Gallagher to renew the CT Building Insurance.

9. COMMUNITY TITLE GARDENS

Community gardens – Health status update, increased watering program & fertiliser

a) The BM advised the meeting that AllSeasons has attended the complex the week the 10th of February to investigate and repair issues with the irrigation system. This includes the planters with trees near D Block,

b) AllSeasons has allocated a new gardening crew for the site and the BM is bringing them up to speed on the scope objectives. The current contract with AllSeasons expires on 6/3/25. The BM raised concerns relating to the performance of Allseasons thus far which was supported by the committee based on previous reports of inconsistent attendance and irregular watering schedules which has affected the gardens on site.

c) The Causeway refurbishment – Quotes from All Seasons, Luxe Horticulture and Corporate Gardens were presented to the committee.

Motion 3: *That the Executive Committee approve the quote (39) from Luxe Horticulture.*

CARRIED

SUPPLIER	QUOTE	SPECIFICATIONS	TOTAL ex GST	Comments / recommendations from the building manager
The Causeway garden refurbishment				
All Seasons	QU-0729	Causeway Garden bed refurbishment, 12 week maintenance program	$15,060.00	*Existing garden contractor, new quote provided*
Corporate Gardens		Landscaping proposal, plant and mulch supply, delivery, labour	$8,500.00	*Company has not responded to re quote. Does not include maintenance, has recommend BM water manually for 1-3 months. Otherwise can be provided at an hourly rate of $95.00 incl. GST*
Picturesque Projects				Tentatively booked to quote 20/02/25

Luxe Horticulture	QU-0039	220 new plants, similar variety to existing, soil conditioning, area fenced off during establishment period, includes 3 months of maintenance	$10,519.09	*I recommend this quote. The price is reasonable. The scope of work includes use of a standpipe for watering (best watering option provided).*

d) Annual Garden maintenance quotes have been obtained from Luxe Horticulture and Outscapes. The current contract with All Seasons is approx. $26,000 per. The meeting agreed to review a new garden maintenance contract once further tenders are received in line with the new budget.

Yearly Gardening Maintenance				
Pictureesque Projects				*Tentatively booked to quote 20/02/25*
Outscapes	1180	Weekly visits with detailed scope of works. Please see quote.	$70,080.00	*This company comes highly recommended based on work on other sites. The price seems high*
Luxe Horticulture	QU-0038	52 visits per year, incl supply of fertiliser qtrly	$25,400.00	*This company comes highly recommended based on work on other sites.*

e) Irrigation lock – Has been purchased and installed by the BM.

f) CTS garden tap – Venture Plumbing and Level Plumbing have provided quotes for installing a tap in the CT space, connected to the CT water supply. The quotes are far more expensive than anticipated and the discussion was had around whether connecting the tap to another block's water supply with a meter and the CT reimbursing that block based on usage would be beneficial. It was raised that this defeated the purpose of investing in a dedicated CTS tap in the first place. As this item has not been budgeted for and there were already unexpected items to be paid for. The committee agreed to allocate funds in next financial year's budget and place this item on hold until then.

Community Garden Tap				
Venture Plumbing	5042	Install garden tap connected to community garden non potable water supply	$9,541.20	*I wouldn't recommend this quote. The company provides quality work. However, the price is to high.*
Level Plumbing	189119	Install garden tap connected to community garden non potable water supply	$5,245.70	*Considering the work that needs to be done this is a reasonable price.*

g) Lawn rejuvenation – grassed arear on the podium in the middle of the village. – Quotes from All Seasons and Luxe Horticulture were presented to the committee.

Motion 4: *That the Executive Committee approve the quote (37) from Luxe Horticulture.*

CARRIED

CTS Village Lawns				
All Seasons	QU-0689	Lawn rejuvenation for 2 raised podium lawns, labour and materials	$6,050.00	*Existing garden contractor, new quote provided - I do not recommend this quote. The price is exorbitant.*

Pictureesque Projects				Tentatively booked to quote 20/02/25
Luxe Horticulture	QU-0037	Lawn refurb & materials.Initial broadleaf spraying & coring, top soiling & reseeding. Irrigation review, temp fencing to prevent foot traffic during growth phase	$1,061.82	*I recommend this quote. The price is reasonable as is the scope of work.*

It was discussed that the approval of two quotes to a new contractor would also provide the opportunity to scope out a new potential gardening contractor for the site.

ACTION: SM to draft communication for residents once the lawn rejuvenation works are scheduled to advise why the gardens need to be fenced off. The contractors will also be expected to put appropriate signage, under the supervision of the BM.

ACTION: The committee agreed that the BM should quotes in preparation for the 25/26 financial year.
This would include an audit of missing plants in the CTS gardens in and around Kingsborough, the replacement of plants and mulch plus fertiliser as required. The building manager will also seek a quote from Luxe Horticulture for auditing missing plants now based on the original gardening plan.

It was noted that with some money saved from the gardening quotes selected that there may be funds to cover plant replacement, however this is subject to the Treasurer's report on outstanding spend to date.

10. CCTV

Servicing reports from Smart Design have been circulated.

- Kingsborough CT32 Integriti Security Controllers Maintenance Check 8.1.25
- Kingsborough CT32 CCTV Maintenance Check 8.1.25
- Kingsborough CT32 Doors Maintenance Check 8.1.25

There was an outstanding action item related to faults under warranty, it was confirmed that the faults are occurring on the older parts of the system which will need replacing. $1,800 has been spent to date on investigating issues. Future servicing and maintenance for the system need to be considered.

11. REPORTS

a) *Building Manager Report* – A copy of the Building Manager Report for the month of November 2024 has been circulated.

Window Cleaning – The committee discussed the benefits in sharing contracts for larger procurement items. Moving forward the BM & SM will obtain window cleaning quotes for all Blocks together. Touchdown to quote with itemised per block. Mariella raised there would be delays with Block E this year due to outstanding height safety issues in the Woolstore which has delayed cleaning.

CCTV faults – Minor faults are being repaired as needed – night vision fault and blurring vision.

Matt (Point FS) departed the meeting at 6.46 pm.

12. NEW ITEMS

Items raised via email from Ben Rayner.

a) *Commercial leasing* Not addressed

b) *Food truck & other activities* – The meeting generally supported the initiative to have food trucks use the common area. Guidelines to manage such engagements to manage, among other things, legal, safety and cleaning, to be produced for EC review, prior to putting these arrangements in place. A consideration flagged in the discussion was that food trucks and similar had previously leveraged off relationships with existing commercial tenants. A new form of engagement would need to be required. The committee indicated its disposition not to have responsibility for managing these relationships.

c) *Community support – it was discussed how to manage these relationships and the committee recommended that a group of residents with an interest and capacity to collaborate would be best place to undertake such matters, such as the Christmas and Halloween committees.*

Suggested action was to ask Ben Rayner to review this draft form which was prepared by Mariella in Feb 2024 and update accordingly for the committee review.

NOTE: If any committee members are interested in participating in such initiatives, please advise Nicole and she can put them in touch with Ben.

13. MATTERS OUTSTANDING FROM PREVIOUS MEETING

14. Channel Drain Noise Dampeners

Further work required following House Facelifter's attendance. The meeting agreed to seek quotes for repairs.

15. Traffic Management

Including signage for entry/ no entry & painting of the driveway. It was noted that Mariella and Rod met on site to discuss variations to the traffic management plan in December 2024 to continue moving this project forward.

ACTION: Signature Strata to draft a brief at CT level to be distributed to each block. Obtain quotes on the current plan including driveway re-painting (mural), and signage.

ACTION: Mariella to provide the visual plan with support from Rod Weeks to form as an attachment for review by the individual blocks.

ACTION: Block B & C committee to take back the location and size of the signs to their residents for consultation and block approval, once brief and visual plan is provided

16. Registration of replacement of tree on the Causeway with Access Canberra

Followed up with Access Canberra, however, no further information has been provided.

17. Fire alarm installation in BM office. (added to Fire plan for Block D)

O'Neill & Brown Fire Service has located a hidden detector in the Building Managers office that was not noted on the Block Plan. ONBFS will provide a quote to relocate the current detector instead of having a new one added.

18. Electricity metering for CT

GHM Electrical have been asked to quote for tracing and mapping the electrical meters for

the CT.

19. Defibrillator

Defibrillator training was held on 12 December.
It was noted that the defibrillator had not yet been replaced. The committee agreed to have defibrillator installed in an unlocked cabinet. This will ensure fast and easy access in an emergency. The location is covered by cameras in the event damage is caused to the unit.

20. Thor's Hammer quote

A quote for $3,998.80 was provided to the EC for various repairs to the outdoor furniture in the CT common areas. The quote also included oiling for an additional $1,740.00. It was noted that these funds will come from the sinking fund,

Motion 5: That the Executive Committee agree to accept the quotes including oiling.

CARRIED

21. ASSET REGISTER & COMMUNITY TITLE RULES

Monteath has provided Proctor Legal with the final draft of the BMS including the asset register and By-Laws. The committee discussed the risk around the open-ended nature of the legal costs to complete this process. The committee agreed to request for a timeframe and remaining cost estimate to complete the works from Proctor Legal.

22. LEAK INTO CAR PARK

It was noted that on 11 Jan 2025 the Strata Manager received a report of water leaking in the Block B garage, dripping on a resident's vehicle. The BM acting on behalf of the CT inspected the area and reported that the leak appears to be coming from an electrical penetration on CT common property central courtyard. CT Strata Manager/Building Manager arranged for the leak to be sealed - Pacific FM attended site and sealed the area and covered the costs of the repair.

The CT were presented with a quote of $1,045 from Pacific FM via Block B to install a drip tray above the residents car park as the leak persisted after heavy rain. Block B EC requested that the matter be referred to CT for payment on the basis that, in its view, the source of the leak having been identified as coming from CT common property and CT had covered the costs of the initial repairs.

At the meeting, the SM advised that the resulting damage was affecting B Block from groundwater seepage through the concrete slab into the basement. In her view, the CT are not responsible for the direction of travel of ground water and noted that garages are non-habitable spaces that are not required to be waterproofed. Pacific FM advised a drip tray is the recommended solution. Alternatively, to trace the leak through the raised podium garden could cost up to $9,000.

The CT had regard to this advice. The CT also noted that other blocks have experienced water ingress into their basement car park areas and have not sought compensation from the CT.

B Block representatives argued that the evidence pointed to the leak resulting from CT property and therefore it should not be B Block's responsibility to pay. This was reinforced by the fact that the CTS had managed the initial works in the first place.

Motion 6: That the CT administrative fund covers the cost of the installation of the drip tray in Block B's garage. **FAILED**

In favour: Block B

Against: Block A, C, D, & E.

23. CONCERNS RAISED OVER SPEED HUMP VIBRATIONS

A resident in Block B has raised concerns over vibrations caused by vehicles driving over a speed hump located on the suspended slab at the exit of the driveway. The CT noted this matter had been raised at its previous meeting, with a motion by B Block to remove the speed hump, in response to this concern, being unsuccessful.

A report was provided by the developer from an engineer in 2020 relating to early concerns raised by owners on the suspended slab vibrations.

The original report was provided by Quadscay Pty Ltd at the request of the developer. This report was not commissioned by the CTS or Strata Management. The report indicates that the vibrations have no effect on the structural integrity of the building. Rather the letter argues that it is an operational issue.

It was noted that removal of the speed hump has been included in the proposed traffic management plan that is before the CTS for review.

Motion 7: That the CTS agree to remove the speed hump as soon as practicable.

FAILED

In favour: Block B

Abstain: Block E

Against: Block A, C, D

24. NEXT MEETING

The upcoming budget was discussed with an indicative timeline.

- Next meeting; discuss draft budget
- AGM Paperwork preparation: 8-12 May
- AGM end of May / early June

The date and time of the next Executive Committee meeting is:. **Wednesday 30th April at 5.30 pm.**

25. MEETING CLOSURE

8.25 pm

Contracts

Type	Contractor	Signed	Expire
Benches	Thor's Hammer	27-Mar-23	26-Mar-26
CCTV	Smart Design	1-Jan-24	31-Dec-26
Gardening	All Seasons	7-Mar-22	6-Mar-25
EV Site Licence	ACTEW	28-Jul-22	28-Jul-27
Pressure Washing	Maiden Cleaning	15-Mar-23	14-Mar-26

CT32 | EC Meeting Agenda
Thursday, July 31
5:30pm – 6:30pm

Location; Online via Google Meet

Attendees;	Block A	R Milthorpe, S Schechter
	Block B	M Bentley
	Block C	R Weeks, M Miko
	Block D	N Southwell, D Steele,
	Block E	M Knaus
Apologies;	Block B	A Wijeyeratne

Meeting open: 5:32pm

#	Agenda	Minutes & Outcomes
1	Chair Report By: M Knaus	It was noted that this meeting is being held without Signature Strata as per previous discussions. This is a planning meeting for the year, and to continue moving projects along. The committee will need to discuss and agree which meetings in future that they would need Signature in attendance for scheduling. Mariella advised that she wishes to not continue on as Chair for another year due to limited capacity in acting as Chair and being the only CTS representative for Block E.
2	Finance Report By: N Southwell	Financial CT - 29 July.pdf Report July 25.docx ● Asset register could incur some costs, something to be conscious of ● Overdue rates charges ● We have budgeted $1,000 for additional meetings with Signature as needed
3	Election of committee roles	Chairperson: Mariella Knaus *interim* Treasurer: Natalie Southwell Secretary: nil
4	Meeting program	● Tentative dates with Nicole are to be determined, more notice is advised to ensure availability ● Schedule, ○ Next meeting in 8 weeks ○ Wednesday 24 September, 5:30pm ○ Next meeting is just with EC members ○ Review at next meeting if this cadence is suitable
5	Projects; a) By-law's & asset register Project lead: R Milthorpe Support: M Bentley, N Southwell	a) Meeting was held with Susan Proctor [17/7/25], i) Robyn, Maria and Natalie were in attendance. - Kingsborough ByLaws feedback 17 July25, CT ByLaws - A Block suggested amendments 22May25, Letter Proctor Legal to Community Title Scheme No 32 3June25, Attachment A PL Background to Community Title, DRAFT BY LAWS INCORPORATING SHARED FACILITIES REGISTER updated following EC feedback as at 25 May 2025 ii) Preparation meeting was held the evening

		prior, iii) We are awaiting update on register iv) We are awaiting response on costs to complete project, v) Asset register and by-laws are too incomplete and require updating prior to being distributed to owners, vi) Discussion was held on the calculation method. CTS Levies are currently calculated via lot entitlement, it is recommended that this method remains. The committee was largely in support of this calculation method at present. vii) Request to ensure all draft copies include a draft number and date recorded **Action: Sub-committee to meet and discuss next steps**
	b) Gardening <u>Project lead</u>: Denise Steel <u>Supported by</u>: R Milthorpe i) Contract renewal ii) Plant replacement iii) Causeway gum trees	b) Denise & Robyn to review scope of works with Matt Tant i) Currently under a month to month arrangement with AllSeasons, the committee would like to review alternate providers for this contract ii) New replacement quote is expected following discussion that Mariella and Natalie had with Matt iii) Discussed the ACT Gov responsibility of the gum trees, to confirm if this has been reported. It was noted that the more owners complain the more likely this is to be actioned **Action: Signature/Point FS to confirm that gum trees along The Causeway have been correctly reported to Access Canberra (with photos & map to support)**
	c) Traffic Management plan <u>Project lead</u>: R Weeks <u>Support</u>: M Knaus	c) Marked up drawings have gone back to RD Gossip for an updated quote to re-draft details. i) Rod raised that a contractor had attended with a plan in hand. It is possible that quotes are being obtained prior to finalisation of the traffic plan. ii) Next steps are to obtain a final drawing with supplied supplementary drawings for new signage. iii) Status: Waiting on a response from RD Gossip **Action: Signature to ensure that no quotes are underway for any traffic or driveway items just yet due to the plan being incomplete**
6	Other matters	Nil raised

<u>Meeting closure</u>: 6:31pm

CT32 | EC Meeting Minutes
Wednesday, September 3, 2025
5:30pm – 6:30pm

Location; Online via Zoom
Meeting ID: 831 4927 4767
Passcode: 861883

Attendees;	Block A	R Milthorpe, S Schechter
	Block B	A Wijeyeratne, M Bentley
	Block C	R Weeks, M Miko
	Block D	N Southwell, D Steele,
	Block E	M Knaus
	Signature Strata	N Robb
Apology;	Block E	L Vu
Guests:	Block B	T Herde
	Block D	A Cleary
	Block B	Damian

Meeting open: 5:35pm

#	Agenda	Minutes & Outcomes
1	Incoming committee members *M Knaus*	Discussion of new incoming members to the CTS from Block E. • M Knaus noted that L Vu would be joining the CTS on behalf of Block E.
2	Strata Manager Termination Notice *M Knaus*	Discussion of termination by Signature Strata of their management service and the basis of that termination, being *''ongoing and unnecessary harassment, allegations of breaches and attempts at intimidation by an associated member''* • M Knaus requested if Signature Strata could elaborate as to the reason for the termination and identity of the unit owner referred to, Signature Strata advised they were referring to Block E EC member A Broome. • Signature Strata decided to terminate management services to the CTS as a byproduct of the decision taken with respect to Block E, as retaining the contract with CTS would continue to provide an avenue for the member to contact the strata manager in an inappropriate manner. Signature Strata advised they were happy to keep servicing Blocks B and D. They indicated they were comfortable to engage on behalf of those blocks with whoever was selected as the Community Title strata manager, noting there were already multiple strata managers in operation within the Kingsborough complex. • Signature Strata has extended the handover date for the CTS until Tuesday 30th September to allow time for the committee to seek alternative management. This extension of time is minimal due to risk presented by the member. • The CTS discussed the behaviour reported by Signature Strata and affirmed that such behaviour was unacceptable. It

		discussed the behavioural standards expected of committee members. The CTS noted that arrangements for communications from owners could be strengthened to differentiate between unit-specific matters (directed to the strata manager) and body corporate or community title matters (directed to the relevant executive committee). • It was confirmed that the Building Management contract is separate to the Strata Management contract and would not be impacted by this termination. • M Knaus queried the best process to bring on a new Strata Manager for the CTS, Signature recommended a General Meeting with 14 days' notice.
3	Risk Assessment *M Knaus*	Discussion of risk of operating without a Strata Manager. Discussion of obtaining legal advice as to the liability of and risk to Blocks / Owners. • Block C noted they are against seeking legal advice for CTS. • Block A noted the need to develop a strategy for dealing with this type of situation into the future. • M Knaus noted she will be stepping down as Chair for CTS following this meeting due to the increase of administration now required within Block E. • A Wijeyeratne has been re-elected as Secretary, noting that Block B are yet to hold their AGM for 2025-26 which may result in changes to CTS representation arrangements – seconded M Knaus.
4	Treasurer's Report *N Southwell*	• Bank Balance Admin Fund $94,001.50 • Bank Balance Sinking Fund $52,912.30 • Another $20,000 (approx.) paid today for BM fees and rates for one of the 3 CT blocks. • CT electricity account is still being investigated by Actew and cost may be back dated. • The Traffic management plan is still to be paid. • Garden plans are still being finalised. • Chasing up refunds for 'overdue rates' as result of ACT Gov repeatedly incorrectly billing Vantage Strata months after Signature Strata had notified of the address change. • An unexpected account from Proctor Legal of $9,000 has left the budget with $6,000 for the By-Laws and Shared Facilities Register. Recent communication with PL indicates the project can be completed within budget.
5	Matters raised by Block D *N Southwell*	a) Use of CT driveway; i) Increase of cars parking incorrectly in the driveway since opening of Lounge Room • It was suggested that concerns around parking be directed to the Building Manager who can provide a notice on vehicles parking incorrectly within the driveway. ii) Washing cars in the driveway

		• Residents have been seen using the tap in the garbage room to wash their vehicle in the driveway. The CTS agreed to remind residents that there is no designated area in the driveway to wash vehicles, and it would be more appropriate to take their vehicles to a designated location such as a car wash.
6	Outstanding matters from previous meeting/s	a) Traffic Management - RD Gossip follow up **ACTION:** Signature to follow up on feedback provided by committee via email. b) Replacement of trees - Access Canberra **c)** Fire Alarm installation in BM Office/ note the block plan **ACTION:** Signature to follow up to confirm completion d) Electricity Metering for CT e) Rates refund - overdue as Access Canberra sent incorrectly. **Signature Strata departed the meeting at 6:30pm.**
7	Selection of new strata manager	• The CTS agreed to conduct a tender process to replace Signature Strata. An approach would be made to LMM, and Bright and Duggan, with a view to having a new strata manager selected by the end of September. • N Southwell agreed to contact firms with the agreed scope of works. • The committee agreed that prior experience in managing a Community Title is preferred. • N Southwell agreed to review scope of works from the last time we went out to tender. Document to be distributed to the committee out of session for a decision.
7	Projects update;	*a)* By-law's & asset register - *R Milthorpe, N Southwell,* • M.Bentley Next draft of the By-Laws and SFR expected within the next couple of weeks for circulation to owners. *b)* Gardening - *R Milthorpe and D Steele* • Scope of works for ongoing maintenance contract and a separate, itemised replacement contract developed after consultation with Building Manager. Both circulated by BM to contractors for quotes. c) Traffic Management plan - *Rod Weeks*

Next meeting: Tentatively consider 24 Sept as a General Meeting.

Meeting closure: 6.51pm

MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS OF CTS 32

'KINGSBOROUGH VILLAGE'

THE CAUSEWAY, DAWES ST, PARBERY ST & CUNNINGHAM ST, KINGSTON, ACT, 2604

Venue	Teams Meeting	
Date	Tuesday, 2nd July 2024	
Time	5:30 PM	
Attendees	M Bentley	(Block B)
	M Miko	(Block C)
	B Rayner	(Block D)
	N Southwell	(Block D)
	M Knaus	(Block E)
	D Peyton	Strata Manager, Vantage Strata
Apologies	A Priscilla	(Block B)
	C Montemayor	(Block E)
Observers	B Murfin	(Block D)
	S Schechter	(Block A)

1. CHAIRPERSON, PROXIES AND APOLOGIES

It was **resolved** that B Rayner (Block D) be appointed as Chair. No proxies were received, 2 apologies were received and noted.

MOTION CARRIED

2. ADOPTION OF MINUTES

Ordinary Resolution

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

MOTION CARRIED

3. INSURANCE VALUATION (ADOPTION)

Ordinary Resolution

It was **resolved** that the Owners Corporation adopt the insurance valuation obtained from QIA Group Pty Ltd and authorise the Managing Agent to utilise the insurance valuation to adjust the insurance cover amount of the current insurance policy, so that the cover amount is in line with the recommended insured amount as per the report.

MOTION CARRIED

4. INSURANCE

Special Resolution

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

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

MOTION CARRIED

5. AUDITED FINANCIALS (ADOPTION)

Ordinary Resolution

It was **resolved** that the audited financial accounts for the period ending 30th of April 2024 as presented be accepted.

A question was raised regarding the $50 million Public Liability inclusion on the policy.
Note to the minutes: The public liability coverage on the CT policy is higher than that of the individual blocks due to the larger common areas with high public foot traffic due to the commercial tenancies.

MOTION CARRIED

6. AUDIT OF FINANCIALS

Ordinary Resolution

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

MOTION CARRIED

7. ADMINISTRATION FUND EXPENDITURE BUDGET

Ordinary Resolution

It was **resolved** that the Administration Fund expenditure budget of $388,393.00 Plus GST for the period 1st of May 2024 to 30th of April 2025 be adopted.

An issue was raised concerning the inclusion of items within the admin budget that have allowances within the Sinking Fund Forecast such as landscaping ($12,391.00) and repainting driveway line marking ($10,529.00). It was agreed to proceed as proposed at this stage particularly considering the very recent implementation of a Sinking Fund, however that consideration of this will be included within further budget planning, noting that it would result in further admin surplus. See motion 9.

It was noted that the budget may require a further adjustment at the upcoming General Meeting to allow for the change of Building Management contract (detailed further within Motion 19)

MOTION CARRIED

8. ADMINISTRATION FUND CONTRIBUTION

Ordinary Resolution

It was **resolved** that a contribution be determined to the Administration Fund equal to the sum of $278,643.00 plus GST, to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 23rd of August 2024, 21st of October 2024, 21st of January 2025 and 21st of April 2025.

Note to the minutes: The administrative contributions have been reduced against the expenditure budget, noting that the expenditure of these items will be made from accumulated surplus admin funds in this financial year. This is in order to retain reduced contributions and therefore levy amounts and utilise accumulated surplus. Calculations were made in consultation with the Committee and are calculated to result in a remaining surplus at the end of the financial year of 10% of the expenditure budget.

MOTION CARRIED

9. SINKING FUND PLAN (ADOPTION)

Ordinary Resolution

It was agreed that the Owners Corporation defer this decision to the upcoming General Meeting to allow further time for members to review the Sinking Fund Plan.

MOTION DEFERRED

10. SINKING FUND EXPENDITURE BUDGET

Ordinary Resolution

It was **resolved** that the Sinking Fund expenditure budget of $31,762.00 including GST for the period 1st of May 2024 to 30th of April 2025 be adopted.

MOTION CARRIED

11. SINKING FUND CONTRIBUTION

Ordinary Resolution

It was **resolved** that a contribution of $20,499.00 plus GST as per the Sinking Fund Forecast Report be determined to the sinking fund for the period 1st of May 2024 to 30th of April 2025 to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 23rd of August 2024, 21st of October 2024, 21st of January 2025 and 21st of April 2025.

MOTION CARRIED

12. ACCEPTANCE OF ASSET REGISTER PROPOSAL

Ordinary Resolution

It was **resolved** that the Owners Corporation accept a fee proposal of $16,500.00 ex GST from Monteath & Powys to create a Shared Facilities and Asset Register.

It was noted that D Peyton would write to Monteath & Powys to confirm acceptance of the proposal, but that the new Strata Manager and Building Manager's details would be provided for further actions.

MOTION CARRIED

13. ACCEPTANCE OF BMS & LEGAL FEES PROPOSAL

Ordinary Resolution

It was **resolved** that the Owners Corporation accept a fee proposal from Proctor Legal of $15,000.00 ex GST to update the Building Management Statement and any relevant documents required to facilitate the implementation of a Shared Facilities and Asset Register.

It was further explained that these fees are associated with the required updates to the Building Management Statement that will need to be drafted following the implementation of the Asset Register (per Motion 12), as well as meeting motions associated with the adoption of both and any changes to the budgets/maintenance responsibilities.

It was noted that D Peyton would write to Proctor Legal to confirm acceptance of the proposal, but that the new Strata Manager's details would be provided for further actions.

MOTION CARRIED

14. SUBLEASE OF COMMON PROPERTY

Special Resolution

It was agreed to defer this decision to the incoming Executive Committee.

MOTION DEFERRED

15. FIRE SAFETY REVIEW

This motion was acknowledged, noting that CT32 is not responsible for any fire assets.

16. DEFECTS

No items were raised.

17. CONTRACTS

The Strata and Building Management contracts were noted. Both items will be addressed at a further General Meeting due to additional time required to confirm new contracts. This has been explained further in Motion 19.

18. CONTRACTS AND SERVICE AGREEMENTS

Ordinary Resolution

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

MOTION CARRIED

19. TERMINATION OF STRATA MANAGEMENT CONTRACT

Ordinary Resolution

It was **resolved** that the strata & building management services provided by Vantage Strata for CTS32 be terminated on 31st of July 2024.

Due to being informed about the unsuccessful contract renewals for Blocks D & E, Vantage Strata have advised that they will not be looking to renew the Strata and Building Management contract for CTS 32. After careful consideration throughout the renewal process for each Block, considering what the feasibility of continuing the services would look like should they not manage majority of the Kingsborough blocks. With the news of the second block making their decision, which is understood and respected, Vantage Strata have made the early decision to cease all management services from Strata to Building Management up until 31st July 2024. Business as usual will continue until 31st July 2024 whereby Vantage Strata will handover to your nominated service provider(s) for Strata and Building Management.

20. EXECUTIVE COMMITTEE (Election)

Ordinary Resolution

It was **resolved** that the Body Corporate accepts the Committee of Management be made up of the following:

- Block A: 2 vacancies, pending election of Executive Committee at Block A AGM
- Block B: 2 vacancies, pending election of Executive Committee at Block B AGM
- Block C: 2 vacancies, pending election of Executive Committee at Block C AGM
- Block D: 2 vacancies, pending election of Executive Committee at Block D AGM
- Block E: 2 vacancies, pending election of Executive Committee at Block E AGM

MOTION CARRIED

21. GENERAL BUSINESS

General Meeting

It was agreed that a general meeting for the Appointment of Managing Agent and Building Manager motions, as well as adoption of the Sinking Fund Forecast be held 22nd July 2024, 5:30pm.

There being no further business raised, the meeting was declared closed at 6:30pm

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MINUTES OF THE ANNUAL GENERAL MEETING
OF THE OWNERS OF CTS 32

'KINGSBOROUGH VILLAGE'

THE CAUSEWAY, DAWES ST, PARBERY ST & CUNNINGHAM ST, KINGSTON, ACT, 2604

Venue: Microsoft Teams Meeting

Date: Wednesday, 26th July 2023

Time: 5:30PM

Attendance:

R Milthorpe	(Block A)
A Wijeyeratne	(Block B)
K Wijnberg	(Block B)
R Weeks	(Block C)
M Miko	(Block C)
B Rayner	(Block D)
N Southwell	(Block D)
M Knaus	(Block E)
C Montemayor	(Block E)

Apologies:

Observers: D Paull, M Bentley, B Cohan, B Murfin, V Brown, E Hamey, A Broome, Ruth and Andrew, D Green, D Capezio, S Schechter

1. CHAIRPERSON, PROXIES AND APOLOGIES

*It was **resolved** that B Reyer chair the meeting. No proxies or apologies were received.*

2. ADOPTION OF MINUTES

Motion 1 Ordinary Resolution:

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

3. INSURANCE

Motion 2 Special Resolution:

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

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

MOTION CARRIED
NO DISSENT NOTED

4. FINANCIAL REPORTS

Motion 3 Ordinary Resolution:

*It was **resolved** that the financial accounts for the period 1st of June 2022 to 30th of April 2023 as presented be accepted.*

MOTION CARRIED

5. AUDITED FINANCIALS

Motion 4 Ordinary Resolution:

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

MOTION CARRIED

6. ADMINISTRATION FUND CONTRIBUTION

Motion 5 Ordinary Resolution:

MOTION 5.a: *That the Administration Fund budget of $258,407.39 plus GST for the period 1st of May 2023 to 30th of April 2024 be adopted and that a contribution be determined to the Administration Fund equal to the sum of the budget, to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 21st of August 2023 , 21st of October 2023, 21st of January 2024 and 21st of April 2024.*

MOTION DEFEATED

MOTION 5.b: *It was **resolved** that the Administration Fund budget of $295,917.39 plus GST for the period 1st of May 2023 to 30th of April 2024 be adopted and that a contribution be determined to the Administration Fund of $258,407.39 plus GST, to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 21st of August 2023 , 21st of October 2023, 21st of January 2024 and 21st of April 2024.*

MOTION CARRIED

Discussion was had around the preparation of the budget and that due to the shortened financial year there was a surplus of funds and that there was an allowance for the oncoming Executive Committee to discuss special projects and proceed based of the priority of the project.

7. SINKING FUND CONTRIBUTION

Motion 6 Ordinary Resolution:

*It was **resolved** that a contribution of $18,093.08 plus GST be determined to the sinking fund for the period 1st of May 2023 to 30th of April 2024 to be contributed by owners in accordance with their Units Of Entitlement and payable by 4 instalments due on 21st of August 2023, 21st of October 2023, 21st of January 2024 and 21stof April 2024.*

MOTION CARRIED

It was noted that the CTS was not required to obtain a sinking fund report.

8. MAINTENANCE PLAN (Obtain)

Motion 7 Ordinary Resolution:

*It was **resolved** that the Owners Corporation authorise the Executive Committee to appoint a suitable contractor to prepare amaintenance plan as required under the Unit Titles (Management) Act 2011.*

MOTION CARRIED

9. CONTRACTS AND SERVICE AGREEMENTS

Motion 8 Ordinary Resolution:

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

MOTION CARRIED

10. ELECTRIC VEHICLE CHARGING EQUIPMENT

Motion 9 Special Resolution:

*It was **resolved via special resolution** that the Community Title Scheme enter into a five-year agreement with ActewAGL Retail for the supply,installation and maintenance of Electric Vehicle Charging Equipment, as per 'Site Licence' attached*

MOTION CARRIED
NO DISSENT NOTED

It was noted that there would be a request for adequate notice be provided for power outages related to the installation of the electric vehicle charging.

11. EXECUTIVE COMMITTEE (Election)

Motion 10 Ordinary Resolution:

*It was **resolved** that the Body Corporate accepts the Committee of Management be made up of the following:*

- *Representatives, R Milthorpe and a vacancy, pending changes with their Executive Committee Meeting to appoint office bearers.*
- *Representatives, A* Wijeyeratne *and K* Wijnberg*, of Lot 2, pending changes with their Annual General Meeting.*
- *Representatives, M Miko and R Weeks, of Lot 3, pending changes with their Annual General Meeting.*
- *Representatives, B Rayner and N Southwell, of Lot 4, pending changes with their Annual General Meeting.*
- *Representatives, C Montemayor and M Knaus, of Lot 5 pending changes with their Annual General Meeting.*

12. BUILDING MANAGEMENT AGENCY AGREEMENT

Motion 11 Ordinary Resolution:

*It was **resolved** that the Owners Corporation authorise the Executive Committee to enter into a written On-Site Building Management Agreement appointing Vantage Strata as follows:*
a) That Vantage Strata be appointed as the Manager for On-Site Building Management Services, for a period of 1 year/s.
b) That Vantage Strata and the Owners Corporation to operate under the terms and conditions specified in the aforementioned Management Agreement.

MOTION CARRIED

13. GENERAL BUSINESS

Moderation of the Facebook Group:

It was raised that there was a concern around the moderation of the Facebook Group and that it had been used for both community purposes and for formal communication to residents of the village, although the formal communication should be coming from Strata. This has raised a concern that there was a mix of communication and moderation of the page and that if there was to be Committee of Management presence in the group that the moderation should be through an appointed individual or group and no longer be connected to the developer. Discussion was had around the topic, and it was decided to be raised at the next Executive Committee meeting.

Replanting of the Causeway:

It was raised that the refurbishment of the Causeway should include replanting of the Lomandras around the rest of the Kingsborough street frontage, noting that the Parbery Street plantings have many gaps. It was decided that the Strata Manager would raise this issue with the gardener.

ACAT Matter:

It was noted that the Block E ACAT matter had been finalized and that the decision to remove the lockboxes as directed by Block E to Vantage Strata was upheld and that there were no conflicts of interest.

Dated: 05 Jul 2023
Vantage Strata Pty Ltd
Managing Agents for Units Plan CTS 32

Site Licence: ElectricVehicle Charging Sites

Land owner (ABN xx xxx xxx xxx)

("The Licensor")

ActewAGL Retail (ABN 46 221 314 841) a partnership of AGL ACT Retail Investments Pty Limited (ABN 53 093 631 586) and Icon Retail Investments Limited (ABN 23 074 371 207)
("Licensee")

Site Licence: Electric Vehicle Charging Sites

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Details

Parties	**The Licensor** and **Licensee**	
The Licensor	Name	XXXXXXXXXX
	ABN	Xx xxx xxx xxx
	Address	Insert address
	For general correspondence:	Name
	Telephone	xxxxxxxx
	Fax	N/A
	Email	xxxx
Licensee	Name	**ActewAGL Retail (ABN 46 221 314 841)** a partnership of AGL ACT Retail Investments Pty Limited (ABN 53 093 631 586) and Icon Retail Investments Limited (ABN 23 074 371 207)
	ABN	46 221 314 841
	Address	ActewAGL House 40 Bunda Street Canberra City ACT 2601
	For general correspondence:	Lahiru Hapuarachchi
	Telephone	0262483474
	Email	Lahiru.Hapuarachchi@actewagl.com.au
Recitals	**A**	The Licensor is the registered proprietor of the Land.
	B	The Licensee wishes to access and use the Licensed Area for the purposes of the installation, operation, maintenance and repair of the Electric Vehicle Charging Equipment by the Licensee and the Licensor has agreed to grant a non-exclusive right for that purpose under the terms of this Agreement.
Date of Agreement	See Signing page	

Site Licence: Electric Vehicle Charging Sites

General terms

1 Interpretation

1.1 Definitions

The following words have these meanings in this Agreement unless the contrary intention appears.

Agreement means this site licence.

Business Day means any day other than a Saturday, Sunday or ACT Public Holiday.

Commencement Date means the date identified in Item 1 of Schedule 1.

Crown Lease means the crown lease identified in Item 4 of Schedule 1.

Electric Vehicle Charging Equipment means the equipment identified in Item 5 of Schedule 1.

GST has the meaning it has in the GST Act.

GST exclusive market value has the meaning it has in the GST Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Input Tax Credit has the meaning it has in the GST Act.

Land means the land identified in the Crown Lease.

Liability Cap means $10 million.

Licensed Area means the area shown as 'Licensed Area' on the Licensed Area Plan and includes two electric vehicle charge point parking bays adjacent to the Electric Vehicle Charging Equipment.

Licensed Area Plan means the plans at Annexure A to this Agreement.

Licensee's Employee's and Agents means the employees, agents and contractors of the Licensee.

Licensor's Employee's and Agents means the employees, agents and contractors of the Licensor.

Permitted Use means the installation, operation, maintenance and repair of the Electric Vehicle Charging Equipment by the Licensee and access by the Licensee's invitees to one parking bay adjacent to each electric vehicle charge point located on the Licensed Area (for example, if there are two electric vehicle charge points on the Licensed Area, the Licensor must make available two parking bays to the Licensee's invitees).

Tax Invoice has the meaning it has in the GST Act.

Term means the term identified in Item 2 of Schedule 1.

1.2 References to certain general terms

In this Agreement, unless the contrary intention appears:

(a) a reference to a person includes the persons, executors, administrators, successors and permitted transferees and assigns;

(b) a reference to a clause, paragraph, annexure or schedule is to a clause or paragraph of, annexure or schedule to, this Agreement;

(c) the singular includes the plural and vice versa;

(d) the word 'person' includes a firm, a body corporate, an unincorporated association or an authority;

(e) "including" when introducing a list of items does not limit the words to which the list relates to those items or to items of a similar kind;

(f) a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(g) law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them); and

(h) an agreement, representation, warranty, indemnity or release in favour of two or more persons is for the benefit of them jointly and each of them severally.

1.3 Headings

Headings are inserted for convenience and do not affect the interpretation of this Agreement.

2 Consideration

This Agreement is entered into in consideration of the parties incurring obligations and giving rights under this Agreement and for other valuable consideration.

3 Licence

3.1 Grant

(a) The Licensor grants to the Licensee, the Licensee's Employees and Agents and the Licensee's invitees the exclusive right to access (subject to clause 3.2) and use the Licensed Area for the Term (and any period of holding over) for the Permitted Use.

(b) The right in this clause 3.1 is granted subject to the right of the Licensor and any other person permitted by the Licensor to use the Licensed Area from time to time in any way that is not inconsistent with the Licensee's rights under this Agreement.

3.2 Access to Licensed Area

Subject to clause 3.3, the Licensee (and the Licensee's Employees and Agents) may have access to the Licensed Area at the Licensee's risk. The Licensee must not knowingly and must use its best endeavours to procure that the Licensee's Employees and Agents do not unreasonably impede access to or traffic flows around the surrounding buildings or disrupt or interfere with the quiet enjoyment and use of surrounding buildings by the respective tenants and occupiers.

3.3 The Licensor may limit Access

If the Licensor, acting reasonably, decides there is an emergency, the Licensor may stop the Licensee from having access to the Licensed Area for the duration of the emergency.

3.4 Option to Renew

(a) The Agreement may be extended by the Licensee for further period(s), specified in item 3 of Schedule 1 (each an **Option Period**), on the terms and conditions then in effect, by giving written notice to the Licensor. Such notice must be given at least 10 Business Days before the end of the current agreement term.

(b) A notice under clause 3.4(a) must be given in accordance with clause 12.9.

4 Works and Installation of Equipment

4.1 Consent

(a) The Licensee must obtain all approvals and permits required for the installation of the Electric Vehicle Charging Equipment and any works to the Licensed Area to be carried out by the Licensee. The Licensor will assist the Licensee in obtaining approvals and permits where necessary or required.

(b) Notwithstanding the above, the Licensor agrees and acknowledges that:

(i) it has consented to the installation of the Electric Vehicle Charging Equipment; and

(ii) in an emergency, the Licensee may carry out works to the Licensed Area without the consent of the Licensor.

4.2 Ownership of installed equipment

The Licensee retains ownership of the Electric Vehicle Charging Equipment installed within the Licensed Area, and the parties agree and acknowledge that the Electric Vehicle Charging Equipment is not affixed to the Land.

5 Licensee's general obligations

5.1 General obligations

The Licensee must:

(a) keep the Electric Vehicle Charging Equipment clean and tidy;

(b) inform the Licensor of damage to the Licensed Area or of a faulty utility service in the Licensed Area as soon as reasonably practicable after the Licensee becomes aware of it;

(c) ensure that the public liability insurance required by clause 8 covers the Licensed Area and the Electric Vehicle Charging Equipment and the use of it by the Licensee and the Licensee's Employees and Agents; and

(d) follow any reasonable and lawful instructions given by the Licensor and any person appointed by The Licensor to control the Licensed Area or access to it.

(e) reimburse the Licensor for energy recorded by the Electric Vehicle Charging Equipment, where that Equipment is wired to an electricity meter for which the Licensors is financially liable. The reimbursement will quarterly and be credited to the Licensors electricity bill in the first instance.

5.2 Prohibited acts

The Licensee must not:

(a) alter the Licensed Area (except with the Licensor's consent);

(b) store or use inflammable, volatile or explosive substances or contaminants on the Licensed Area;

(c) do anything to contaminate, pollute or increase toxicity in the Licensed Area; or

(d) do anything in or around the Licensed Area which in the Licensor's reasonable opinion may be unlawful or unsafe.

6 Maintenance and Repair

6.1 Repair

(a) Except because of the actions of third parties, the Licensee agrees to keep the Licensed Area and the Electric Vehicle Charging Equipment in good repair and condition (excluding where such repair is required as a result of the actions of the Licensor, its invitees, or the Licensor's Employees and Agents).

(b) The Licensee acknowledges that the Licensed Area was in good repair and condition at the Commencement Date.

7 The Licensor's Rights and Obligations

7.1 To enter

(a) Subject to subclause (b), the Licensor may enter the Licensed Area at any time, at its own risk but subject to clause 9, without notice for any purpose, including, but not limited, to see if the Licensee is complying with its obligations under this Agreement or to do anything the Licensor may do under this Agreement.

(b) The Licensor must not interfere or threaten to interfere with the installation, operation, maintenance or repair of the Electric Vehicle Charging Equipment when entering or on the Licensed Area.

7.2 Obligations

(a) The Licensor must, if requested by the Licensee:

(i) provide the Licensee access to and use of the electrical switchboard on the Land if the Licensee determines it is suitable to connect the Electric Vehicle Charging Equipment; and

(ii) negotiate in good faith with the Licensee to permit the Licensee to paint any parking bay in the Licensed Area, with its own branding and/or with signage indicating that the parking bay is for the use of the Licensee's invitees who wish to charge their electric vehicles.

(b) The Licensor must not allow any third party to install or operate any equipment the same as or similar to the Electric Vehicle Charging Equipment on the Land.

8 Insurance

8.1 Public risk policy

The Licensee must maintain a public liability policy for an amount of not less than $20 million to cover claims in respect to any single event or series or related events arising in connection with this Agreement.

8.2 Copy of Certificate of Currency

The Licensee must give a copy of the certificate of currency to the Licensor annually upon request from the Licensor.

9 Limitation of liability

9.1 Limitation of Liability

(a) The Licensee is not liable to the Licensor for any kind of:

(i) indirect, special or consequential loss or damage;

(ii) loss of profit, loss of anticipated profit, loss of revenue or loss of opportunity; or

(iii) loss arising from business interruption, loss of data or loss of contract;

howsoever suffered or incurred by the Licensor and whether or not arising out of or in connection with this Agreement or a third party claim.

(b) Despite any other clause of this Agreement, the Licensee's maximum liability to the Licensor for any and all claims in relation to or arising from this Agreement is limited to the Liability Cap.

10 Termination

10.1 Termination for Convenience

Despite any other clause of this Agreement, the Licensee may terminate this Agreement for any reason by giving the Licensor 3 months' notice in writing.

11 Make Good Requirements

11.1 Make good on expiry or termination

Subject to any inconsistent requirements in clause 11.2, on expiry or termination of this Agreement, the Licensee must unless otherwise agreed with the Licensor:

(a) remove the Electric Vehicle Charging Equipment and repair any damage caused by its removal;

(b) ensure the Licensed Area is in no less state of repair than the immediate surrounding area due to the installation of the Electric Vehicle Charging Equipment; and

(c) replace or reinstate any surfaces which been penetrated or moved in connection with the Electric Vehicle Charging Equipment.

11.2 Make good on termination for convenience

(a) The Licensor releases the Licensee from and against any loss or damage the Licensor may suffer as a result of its exercise of rights under clause 10.1 and complying with its obligations under this clause 11.2.

12 Miscellaneous

12.1 Waiver and variation

A provision of or a right under this Agreement may not be waived or varied except in writing signed by whoever is to be bound.

12.2 No waiver

If a party (**first party**):

(a) does not exercise or delays exercising any right under this Agreement;

(b) gives any concession to the other party (**second party**); or

(c) attempts to mitigate its loss,

it is not a waiver of any breach or of the first party's rights under this Agreement.

12.3 Approvals

Unless otherwise stated, the Licensor may give conditionally or unconditionally or withhold its approval but in doing so must not delay and must act reasonably.

12.4 Accrued rights

Expiry or termination of this Agreement does not affect any accrued rights up to the date of expiry or termination.

12.5 Warranties and undertakings

(a) The Licensee warrants that it:

(i) has relied only on its own enquiries in connection with this Agreement and not on any representation or warranty by the Licensor or any person acting or seeming to act on the Licensor's behalf; and

(ii) has satisfied itself in respect of the suitability of the Licensed Area for the purpose under this Agreement.

(b) Each party warrants it has full power and authority to enter into this Agreement and the transactions contemplated by it.

12.6 No partnerships

Nothing contained or implied in this Agreement constitutes a party the partner, agent, or legal representative of another party for any purpose or creates any partnership, agency or trust, and no party has any authority to bind another party in any way.

12.7 Counterparts

This Agreement may consist of a number of copies, each signed by one or more parties to the Agreement. If so, the signed copies are treated as making up the one document.

12.8 Governing law

This Agreement is governed by the law in force in the Australian Capital Territory. Each party submits to the non-exclusive jurisdiction of the courts of that place.

12.9 Notice

Any notice given under this Agreement must be in writing and may only be given by any of the following methods:

(a) given to the relevant party personally;

(b) sent by email to the relevant party at the email address identified in the Details of this Agreement; or

(c) sent by pre-paid post to the address of the relevant party noted in the 'Details' section of this Agreement.

13 GST

13.1 Recovery of GST

If a supply under this Agreement is subject to GST, the recipient must pay to the supplier an additional amount equal to the Amount of the Consideration multiplied by the applicable GST rate.

13.2 Time of payment

The additional amount is payable at the same time as the consideration for the supply is payable or is to be provided. However, the additional amount need not be paid until the supplier gives the recipient a Tax Invoice.

13.3 Adjustment of additional amount

If the additional amount differs from the amount of GST payable by the supplier, the parties must adjust the additional amount.

13.4 Reimbursement

If a party is entitled to be reimbursed or indemnified under this agreement, the amount to be reimbursed or indemnified does not include any amount for GST for which the party is entitled to an Input Tax Credit.

Schedule 1

Item	Description	Detail
1	Commencement Date	XX-XX-2022
2	Term	5 years from the Commencement Date.
3	Option Period	5 years
4	Crown Lease	Block xx and section xx in insert suburb, also known as insert address
5	Electric Vehicle Charging Equipment	Insert number of chargers x insert hardware description # of signs x EV Charging Station signage

Signing page

Executed as an agreement

DATED:_____

EXECUTED by **XXXXXXXXX (ABN X XXX XXX)** by its authorised representative:	)	
..... Signature of witness	)	..... Signature of authorised representative
..... Name of witness (block letters)	)	..... Name of authorised representative (block letters)

EXECUTED by **ACTEWAGL RETAIL (ABN 46 221 314 841)** by its authorised representative:	)	
..... Signature of witness	)	..... Signature of authorised representative
..... Name of witness (block letters)	)	..... Name of authorised representative (block letters

PO Box 919 Dickson, 2602 ACT
1800 878 728 l info@vantagestrata.com.au

ACN 633 379 192

Canberra l Sydney l Newcastle

www.vantagestrata.com.au

Vantage Strata Pty Ltd
Proposed Budget for Unit Title CTS 32

KINGSBOROUGH VILLAGE, The Causeway, Dawes St, Parbery St & Cunningham St KINGSTON

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
Level 4, DKSN No 2. 23 Challis Street DICKSON ACT 2602 Ph 1800878728 Fax

Administrative Fund	Proposed Budget (01/06/2023-31/05/2024)	Current Actual (01/06/2022-31/05/2023)	Current Budget (01/06/2022-31/05/2023)
Income			
Car Park Revenue	$0.00	*$1,252.00*	*$0.00*
Insurance Claim Recoveries	$0.00	*$4,736.80*	*$0.00*
Interest	$0.00	*$0.00*	*$0.00*
Levy Income Admin	$295,917.39	*$302,821.54*	*$243,143.00*
Total Admin Fund Income	**$295,917.39**	*$308,810.34*	*$243,143.00*
Expense			
Accounting Fees	$0.00	*$0.00*	*$0.00*
Audit Fees	$1,250.00	*$0.00*	*$4,500.00*
BAS & Tax Preparation	$450.00	*$0.00*	*$450.00*
Bank Charges	$0.00	*$(0.41)*	*$0.00*
Banking, Software & Infrastructure	$330.75	*$315.00*	*$315.00*
Building Management	$126,360.00	*$63,798.26*	*$105,300.00*
Cleaning - Contract	$3,250.00	*$1,300.00*	*$9,880.00*
Cleaning Supplies	$250.00	*$94.40*	*$750.00*
Community Garden	$0.00	*$0.00*	*$0.00*
Community Title Scheme Contribution	$5,000.00	*$2,316.65*	*$11,523.00*
Consultancy Fees	$0.00	*$0.00*	*$0.00*
Contingency	$0.00	*$0.00*	*$0.00*
Contractor Compliance Fee	$350.00	*$87.00*	*$0.00*
Facilities Management Services	$0.00	*$0.00*	*$0.00*
Gardening - Contract	$25,200.00	*$20,649.08*	*$24,000.00*
Gardening - Irrigation	$3,000.00	*$0.00*	*$3,000.00*
Gardening - Plants and Trees	$1,250.00	*$90.91*	*$500.00*
Insurance Excess Payments	$0.00	*$0.00*	*$0.00*
Insurance Payouts	$0.00	*$0.00*	*$0.00*
Insurance Premium	$10,350.00	*$7,803.68*	*$9,000.00*
Keys, Remotes & Swipes	$0.00	*$1,634.27*	*$0.00*
Lodgement Fees	$300.00	*$348.45*	*$0.00*
Man. Fees - Previous Strata Manager	$0.00	*$0.00*	*$0.00*
Management Fees (Schedule B)	$0.00	*$150.00*	*$0.00*
Management Fees - Building Manager	$0.00	*$52,650.00*	*$0.00*
Management Fees - Strata	$10,685.63	*$8,000.00*	*$10,425.00*
Miscellaneous Expenses	$0.00	*$3,472.74*	*$0.00*
R & M Buildings	$0.00	*$0.00*	*$0.00*
R & M Electrical	$5,000.00	*$5,905.00*	*$5,000.00*
R & M General	$5,000.00	*$5,034.66*	*$25,000.00*
R & M Plumbing	$0.00	*$0.00*	*$0.00*
Rates - ACT Revenue Office	$11,562.49	*$20,315.37*	*$6,000.00*
Reports - Asset Register	$0.00	*$0.00*	*$9,500.00*
Reports - Consultants	$4,600.00	*$0.00*	*$0.00*
Reports - Sinking Fund Plan	$5,000.00	*$0.00*	*$0.00*

Administrative Fund

	Proposed Budget (01/06/2023-31/05/2024)	Current Actual (01/06/2022-31/05/2023)	Current Budget (01/06/2022-31/05/2023)
Rubbish Removal	$0.00	*$0.00*	*$0.00*
Security General	$0.00	*$0.00*	*$0.00*
Security Guard	$0.00	*$0.00*	*$0.00*
Security Upgrade	$37,510.00	*$0.00*	*$0.00*
Special Project/s	$39,218.52	*$12,408.00*	*$18,000.00*
Waste & Recycling Bins	$0.00	*$0.00*	*$0.00*
Total Admin Fund Expense	**$295,917.39**	*$206,373.06*	*$243,143.00*
TOTAL ADMIN LEVY INCOME	**$295,917.39**	*$302,821.54*	*$243,143.00*
ADD: ADMIN GST	**$29,591.74**		*$24,314.30*
TOTAL ADMIN BUDGET	**$325,509.13**		*$267,457.30*

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
Level 4, DKSN No 2. 23 Challis Street DICKSON ACT 2602 Ph 1800878728 Fax

Sinking Fund

	Proposed Budget (01/06/2023-31/05/2024)	Current Actual (01/06/2022-31/05/2023)	Current Budget (01/06/2022-31/05/2023)
Income			
Interest	$0.00	*$0.00*	*$0.00*
Levy Income Sinking	$18,093.08	*$10,455.72*	*$6,269.12*
Total Sinking Fund Income	**$18,093.08**	*$10,455.72*	*$6,269.12*
Expense			
Miscellaneous Expenses - Sinking	$0.00	*$6,215.00*	*$0.00*
Total Sinking Fund Expense	**$0.00**	*$6,215.00*	*$0.00*
TOTAL SINKING LEVY INCOME	**$18,093.08**	*$10,455.72*	*$6,269.12*
ADD: SINKING GST	**$1,809.31**		*$626.91*
TOTAL SINKING BUDGET	**$19,902.39**		*$6,896.03*

Vantage Strata Pty Ltd
Proposed Budget for Unit Title CTS 32

KINGSBOROUGH VILLAGE, The Causeway, Dawes St, Parbery St & Cunningham St KINGSTON

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
Level 4, DKSN No 2. 23 Challis Street DICKSON ACT 2602 Ph 1800878728 Fax

Budget Summary (01/06/2023-31/05/2024)

	Proposed	1st Instalment 21/08/2023	2nd Instalment 21/10/2023	3rd Instalment 21/01/2024	4th Instalment 21/04/2024	TOTAL (01/06/2023-31/05/2024)
Administrative Fund	$325,509.13	$81,377.30	$81,377.30	$81,377.30	$81,377.30	$325,509.20
Sinking Fund	$19,902.39	$4,975.60	$4,975.60	$4,975.60	$4,975.60	$19,902.40
Contribution Schedule Total	$345,411.52	$86,352.90	$86,352.90	$86,352.90	$86,352.90	$345,411.60
Amount to Collect	**$345,411.52**	**$86,352.90**	**$86,352.90**	**$86,352.90**	**$86,352.90**	**$345,411.60**

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest $0.05

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
Level 4, DKSN No 2. 23 Challis Street DICKSON ACT 2602 Ph 1800878728 Fax

Levy Adjustment Summary (01/06/2023-31/05/2024)

Contribution Schedule

Aggregate Units of Entitlement (UOE) - 100

Due Date	Levy Period	Admin	Sinking	Total
21/08/2023	01/06/2023 - 31/08/2023	$813.77	$49.76	$863.53
21/10/2023	01/09/2023 - 30/11/2023	$813.77	$49.76	$863.53
21/01/2024	01/12/2023 - 29/02/2024	$813.77	$49.76	$863.53
21/04/2024	01/03/2024 - 31/05/2024	$813.77	$49.76	$863.53
Financial Year Total per Units of Entitlement		**$3,255.09**	**$199.02**	**$3,454.12**
Financial Year Aggregate		**$325,509.20**	**$19,902.40**	**$345,411.60**
Proposed Budget Amount		**$325,509.13**	**$19,902.39**	**$345,411.52**
Next Year Pre Issue Aggregate		**$0.00**	**$0.00**	**$0.00**

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest $0.05

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
Level 4, DKSN No 2. 23 Challis Street DICKSON ACT 2602 Ph 1800878728 Fax

Owner Summary (01/06/2023-31/05/2024) - Contribution Schedule

UOE	Lot(s)	1st Instalment 21/08/2023	2nd Instalment 21/10/2023	3rd Instalment 21/01/2024	4th Instalment 21/04/2024	TOTAL (01/06/2023-31/05/2024)
10	1					
	Admin	$8,137.74	$8,137.74	$8,137.74	$8,137.74	$32,550.96
	Sinking	$497.56	$497.56	$497.56	$497.56	$1,990.24
	Owner Total	**$8,635.30**	**$8,635.30**	**$8,635.30**	**$8,635.30**	**$34,541.20**
35	2					
	Admin	$28,482.04	$28,482.04	$28,482.04	$28,482.04	$113,928.16
	Sinking	$1,741.46	$1,741.46	$1,741.46	$1,741.46	$6,965.84
	Owner Total	**$30,223.50**	**$30,223.50**	**$30,223.50**	**$30,223.50**	**$120,894.00**
12	3					
	Admin	$9,765.28	$9,765.28	$9,765.28	$9,765.28	$39,061.12
	Sinking	$597.07	$597.07	$597.07	$597.07	$2,388.28
	Owner Total	**$10,362.35**	**$10,362.35**	**$10,362.35**	**$10,362.35**	**$41,449.40**
26	4					
	Admin	$21,158.09	$21,158.09	$21,158.09	$21,158.09	$84,632.36
	Sinking	$1,293.66	$1,293.66	$1,293.66	$1,293.66	$5,174.64
	Owner Total	**$22,451.75**	**$22,451.75**	**$22,451.75**	**$22,451.75**	**$89,807.00**
17	5					
	Admin	$13,834.15	$13,834.15	$13,834.15	$13,834.15	$55,336.60
	Sinking	$845.85	$845.85	$845.85	$845.85	$3,383.40
	Owner Total	**$14,680.00**	**$14,680.00**	**$14,680.00**	**$14,680.00**	**$58,720.00**

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest $0.05

Contribution Summary (01/06/2023-31/05/2024)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
1	Contribution Schedule	10	$32,550.96	$1,990.24	$0.00
	Owner Total		**$32,550.96**	**$1,990.24**	**$34,541.20**
2	Contribution Schedule	35	$113,928.16	$6,965.84	$0.00
	Owner Total		**$113,928.16**	**$6,965.84**	**$120,894.00**
3	Contribution Schedule	12	$39,061.12	$2,388.28	$0.00
	Owner Total		**$39,061.12**	**$2,388.28**	**$41,449.40**
4	Contribution Schedule	26	$84,632.36	$5,174.64	$0.00
	Owner Total		**$84,632.36**	**$5,174.64**	**$89,807.00**
5	Contribution Schedule	17	$55,336.60	$3,383.40	$0.00
	Owner Total		**$55,336.60**	**$3,383.40**	**$58,720.00**
	Overall Total		**$325,509.20**	**$19,902.40**	**$345,411.60**

Schedule	UOE
Contribution Schedule	100

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest $0.05

MINUTES OF THE EXECUTIVE COMMITTEE MEETING

OF CTS 32, 'KINGSBOROUGH VILLAGE'

Venue:	Microsoft Teams	
Date:	29 May 2024	
Time:	5.30pm	
Present:	R Milthorpe	A Block
	B Barratt-Browne	A Block
	K Nicholson	B Block
	M Miko	C Block
	B Rayner	D Block
	N Southwell	D Block
	C Montemayor	E Block
	M Knaus	E Block
Apologies:	R Weeks	C Block
Observers:	None	
In Attendance:	K McIntyre - Strata Manager, Vantage Strata	
	V Dix - Strata Manager, Vantage Strata	
	D Peyton – Senior Strata Manager, Vantage Strata	
	S Anthony - Strata Manager, Vantage Strata	

Quorum: Pursuant to Schedule 2, Section 2.9 of the Unit Titles (Management) Act 2011, business may be considered only if there is a quorum present. If a quorum is not present, the meeting is adjourned to a date and time the Executive Committee considers appropriate.

1. ATTENDANCE AND ACCEPTANCE OF APOLOGIES

Attendance was acknowledged, with one apology recorded for R Weeks.

2. CONFIRMATION OF CHAIRPERSON

C Montemayor was confirmed as Chairperson for the purpose of the meeting. Noting a quorum was present, the meeting formally opened at 5:30PM.

3. QUORUM

Motion 3 Ordinary Resolution:

*It was **resolved** that the Executive Committee confirms that a quorum has been achieved and the meeting can proceed.*

CARRIED

4. CONFLICT OF INTEREST

Committee Members were asked to declare conflicts of interest under the relevant item. No concerns were raised.

5. PREVIOUS MINUTES

Motion 5 Ordinary Resolution:

*It was **resolved** that the Executive Committee confirmed and adopted the minutes of the previous EC meeting, held 1 May 2024 with an amendment that Natalie was not present (recorded as present and apology in the minutes) for the meeting.*

CARRIED

6. FINANCIAL INFORMATION

a) Cash at Bank as at 30 April 2024
   - Administration Fund: $136,509.37
   - Sinking Fund: $40,524.49

b) Financial Report as at 30 April 2024

c) Arrears as at 30 April 2024 – $12,926.40 (Paid as at today)

Invoices to be received and paid –

- *RD Gossip Traffic Management Plan* — *$4,000 (incl. GST) + $900 (incl. GST)*
- *Switched On Batten Tube Lights* — *$3,333.94 (incl. GST)*
- *Red Keep Driveway Clear Signage* — *$302 (incl. GST)*
- *Security Cameras* — *$23,780 (plus GST)*
- *Visitor Parking Signs* — *$772.50 (plus GST)*
- *Installation of Waste Bins* — *$350 (plus GST)*

B Rayner enquired about the arrears amount $12,926.40, which were confirmed to have been paid 3rd May.

7. 2024 AGM

- Agenda

A discussion was held regarding the TBRC sub-lease document, which is minuted below under Item 10 (I).

- Proposed Budget
  - Admin $309,182.00 (4.48% increase to previous year)
  - Sinking $18,093.08

Following discussion, the following was agreed:

- 'Special Projects' to be split between more specific account codes
- All outstanding invoices to be included in expenses
- All items budgeted in previous financial years not expended within that period to be included in expenses of 24/25 FY
- Allowance for the potential CT electricity consumption be included in expenses
- Asset register costings to be included in expenses when received
- Income should be offset to result in a desired level of remaining surplus in order to reduce the levies

ACTION: Managing Agent to provide updated proposed budget options considering the above, and adjusting the income to reflect a remaining surplus at the EOFY 24/25 of 10%, 20% and 30% of the expenditure budget.

M Knaus expressed the need to have a document that makes clear which items are being expended and having income received within each FY for transparency to each block. This is also applicable to the documenting of such decisions surrounding budgeting within minutes.

8. REPORTS

a) *Building Manager Report* – A copy of the Building Manager Report for the month of April 2024 has been circulated to all blocks.

No items were raised by the Committee.

9. NEW ITEMS

a) Lighting Outage South Walkway Garden & Pedestrian lighting North Walkway

Pacific FM attended on 28th May and found Water in the junction box. Contractor to provide quote.

b) Electricity Meter

Electricity meter understood to be powering CT common lighting is running however is not connected to an NMI and not being billed to anyone. Investigation ongoing.

It was noted that allowance should be made in the budget for electricity usage once this matter is resolved, noted above within item 7.

c) Water Meter

ICON Account 999922033010 belonging to B Block contains two meters, one of which (LB1060:1) has been identified by P Gregerson as belonging to the CT (shared garden irrigation), not B Block specifically.

Members approved to transfer the total historic amount of $8,749.43 to UP 4632 as a refund and to create new water account for CT meter moving forward. Allowance to be made in budget expenses for both the refund amount and further consumption (noted above Item 7).

10. MATTERS OUTSTANDING FROM PREVIOUS MEETING

a) Traffic Calming

- Listed signage map provided within agenda paperwork
- Estimate costing received and allowance made within proposed budget under 'Special Project/s' - $7,200
- RD Gossip written received and provided within meeting documentation

Speed bumps, whilst specified in the report were previously agreed not to be considered due to the noise issues and as such are not being considered. No funding allowance has been made for the speed bump portion.

A vote was held as to whether to accept the professional advice as received and implementation of such, as opposed to arranging further meetings to discuss which recommendations would be accepted.

Block A, C & D voted in favour of acceptance and block B & E voted against. The vote was carried by majority.

b) No Entry Signage

Pending consideration of RD Gossip written summary and subsequent meeting

With clarification of the above (a), contact is now to be made with the affected unit owners to consult on the No Entry signage matter.

Action: K Mcintyre to work with the two units on the preferred installation method.

c) Visitor Parking Signage

Work order sent to Capital Lines and Signs on 8 April 2024. Confirmed lead time of 8-12 weeks (June/July commencement).

d) Planting Along the Causeway and Parbery, Cunningham Street and Dawes Street & Raindrop Garden Beds

Confirmation of requested clarifications still pending. Expected update by end of week.

No update has been received, to be further followed up.

e) Replacement of Tree on Cunningham Street Verge (Stolen Tree)

- No response has yet been received from the Fix My Street submission made 1st February 2024 for the Cunningham Street Verge. Follow ups will continue.

- No response has been received from ACT Police in relation to the damaged tree on The Causeway. Consideration should be made to proceed with the repair of this area in the obtained quotes and seek recovery of costs from the offending resident. A Fix My Street submission is confirmed as having also been made.

f) Insurance Valuation

We have confirmed with QIA that a section of basement belonging to Block B had been included by the Quantity Surveyor when preparing the insurance valuation for the CT, both this year and in the previous valuation of 2020, meaning that the previous BSI of $3,119,046 was also overvalued. This appears to have been due to misconstrued wording within the CTS Management Statement by QIA.

We have confirmed (in writing) that this section is already included within Block B's valuation and as such covered under their insurance policy. The removal of this area has reduced the new valuation to $1,090,000, and so the previously obtained endorsement is no longer required. In fact, we can now arrange a negative endorsement and receive a refund for the remainder of the period – expected to be finalised this week and issued for EC approval to proceed.

For the budget at this stage, allowance is made for an amount to match the previous years budget, which we can reassess based on the incoming endorsement which will give us a better idea of future costs.

It was advised that the insurance premium for this year has been confirmed as approximately $6,000. The previous insurance endorsement is no longer required and the EC will be refunded $2,000. This will be accounted for in the proposed budget.

g) Channel Drain Noise Dampeners

Jega have advised *'The contractors have been caught up on another job. We'll get to this shortly – suggest a couple of weeks time. Won't be forgotten about.'*

Action: K Mcintyre will follow up with Jega for the work commencement.

h) Insulation in Lower Ground CTS Car Park/Psychedelic Lane

HVAC Canberra have completed the work as scheduled.

i) Asset Register and Sinking Fund Report

Proctor Legal updated pricing has been received ($15,000-$17,000). Monteath Powys have had correspondence with us 1, 17 and 21 May regarding additional plans required.

Note to Minutes – Monteath Powys quote received $16,500, allowance made in proposed budget

j) Registration of CTS Rules

Sub-committee to provide update at meeting.

Members agreed to wait for the completion of the Building Management Statement update by Proctor Legal prior to the establishment of amended CTS Rules. B Block reiterated their stance that the rules should remain as the Default Rules. D Block agreed that legal advice should be sought before any further action is taken.

It was agreed that the Default Rules be retained, and to ensure that they are readily available to all owners. Further discussion to be held on these matters following completion of the Asset Register.

Action: K McIntyre to ensure that the Default Rules are the version currently lodged, and available on Building Link for CT and all blocks.

k) Line Marking Quotes

Further clarification from RD Gossip report is required prior to a decision being made.

The RD Gossip report does not address this matter as it is outside of the scope, and is a traffic calming artwork, not line-marking. M Knaus will provide information from the artist in the next meeting for EC's review and context.

l) Liquor License for Commercial Tenant

TBRC has commenced weekend toilet cleaning, with a displayed schedule of cleaning in the toilet itself. Improvement has been noted by Maiden Cleaning and P Gregerson, this will continue to be monitored.

The drafted sub-lease document was reviewed. Members agreed by majority vote that this level of approach was not necessary, and instead a less formal approach should be taken with TBRC, noting a signed letter is in hand from TBRC addressing each matter.

m) CCTV Policy

Committee requested to provide update following Version 3 B Block feedback. *Note to Minutes: This document was only provided just prior to the meeting*

Action: Each block to provide an update for CT review/approval in the next meeting following further distribution to their blocks.

n) CCTV Preventative Maintenance Proposal

Pricing for physical callouts with maintenance plan in place is confirmed as $200 per call out, and $250 per hour labour. Cost for the same works as a remote call (internet required) is no cost/included in maintenance plan.

It was agreed that internet connection will be of better value to achieve $0 callout fees and to achieve management services. It was raised that speed levels be considering when selecting an internet plan, and it is understood to be the case that an NBN line is in place which may not require considerable infrastructure works. In the case that any infrastructure is required to be through or on B block land, appropriate permissions will be sought however the cost is to remain as CTS responsibility.

Members agreed to proceed with the SmartDesign maintenance proposal.

Action: K McIntyre to arrange internet connection and installation following research of NBN availability, and initiate CCTV maintenance plan from SmartDesign.

o) CCTV Camera Quote

Signage installed within notice board.

Works are now complete. Signage was clarified to be a CCTV warning notice.

p) Food Truck Applications

M Knaus presented the draft for the application form, which was accepted by members with some minor changes.

It was clarified that this is applicable to food vans attending in conjunction with an existing lease or ownership, not stand alone applications from independent vendors.

q) Defibrillator Reinstatement

B Block representatives to provide update on location decision confirmation.

1. Top of B Block stairs (near letterboxes)
2. Lower of B Block stairs (near letterboxes)
3. Corridor of B Block

K Nicholson informed approval given to V Dix to proceed.

It was confirmed that this was approved by B Block (location 1) to V Dix, and a work order has been issued.

r) CT Bins

Hy Maintenance have not been contactable in order to confirm that pricing includes the required concrete scan, and have since proven unreliable with works at other sites. Pricing from alternate contractors have been sought as a matter of priority.

11. NEXT MEETING

The following meeting dates were confirmed.

Next EC Meeting: Wednesday 31 July 2024

Block AGM Dates:
CTS: 26th June
Block A: TBC
Block B: TBC
Block C: TBC
Block D: 3rd July
Block E: 10th July

12. MEETING CLOSURE

There being no further business, the meeting formally closed at 7.37pm.

Version 3 (Final)

MINUTES OF THE EXECUTIVE COMMITTEE MEETING

OF CTS 32, 'KINGSBOROUGH VILLAGE'

Venue:	Microsoft Teams	
Date:	27 March 2024	
Time:	5.30pm	
Present:	R Milthorpe	A Block
	A Qureshi	B Block
	M Bentley	B Block
	R Weeks	C Block
	B Rayner	D Block
	N Southwell	D Block
	C Montemayor	E Block
	M Knaus	E Block
Apologies:	K McIntyre – Strata Manager, Vantage Strata	
Observers:	C Davison	D Block
	B Murlin	D Block
In Attendance:	A Vincent - Pod leader & Senior Strata Manager, Vantage Strata	
	V Dix - Strata Manager, Vantage Strata	
	A Simon - Strata Manager, Vantage Strata	
	P Gregerson - Building Manager, Vantage Strata	
Quorum:	Pursuant to Schedule 2, Section 2.9 of the Unit Titles (Management) Act 2011, business may be considered only if there is a quorum present. If a quorum is not present, the meeting is adjourned to a date and time the Executive Committee considers appropriate.	

1. ATTENDANCE AND ACCEPTANCE OF APOLOGIES

Attendance was acknowledged and there were no apologies recorded.

2. CONFIRMATION OF CHAIRPERSON

C Montemayor was confirmed as Chairperson for the purpose of the meeting. Noting a quorum was present, the meeting formally opened at 5:37PM.

3. QUORUM

Motion 3 Ordinary Resolution:

*It was **resolved** that the Executive Committee confirms that a quorum has been achieved and the meeting can proceed.*

CARRIED

4. CONFLICT OF INTEREST

Committee Members were asked to declare conflicts of interest under the relevant item. No concerns were raised.

5. PREVIOUS MINUTES

Motion 5 Ordinary Resolution:

*It was **resolved** that the Executive Committee confirmed and adopted the minutes of the previous EC meeting, held 24 January 2024.*

CARRIED

It was noted that the process to seek approval and confirm the minutes by the Committee prior to distributing the minutes to Owners was not followed correctly. The Manager acknowledged that the final draft minutes will be approved by the Committee prior to distribution to the Owners.

6. FINANCIAL INFORMATION

a) Cash at Bank as at 20 March 2024
   - Administration Fund: $146,916.27
   - Sinking Fund: $40,026.93

b) Financial Report as at 20 March 2024

c) Arrears as at 20 March 2024 – Nil

The Manager noted the above. The Treasurer provided a brief report and noted that the budget is currently in surplus however there are invoices still to be received/paid and there is expenditure planned to be spent before end of financial year.

Note to the Minutes: The following invoices are still to be received and paid –

• RD Gossip Traffic Management Plan	$4,000 (incl. GST) + $900 (incl. GST)
• Switched On String lights	$13,183.59 (incl. GST)
• Switched On Batten Tube Lights	$3,333.94 (incl. GST)
• Insurance Valuation Report	$2,132.10 (incl. GST)
• Sinking Fund Report	$2,039.40 (incl. GST)
• Red Keep Driveway Clear Signage	$302 (incl. GST)
• Security Cameras	$23,780 (plus GST)
• Visitor Parking Signs	$772.50 (plus GST)
• Installation of Waste Bins	$350 (plus GST)

7. INSURANCE

a) *Insurance Renewal* – The insurance has been bound with CHU for a term of 12 months, due for renewal 29/01/2025.

The Manager noted that the insurance has been renewed with CHU for a term of 12 months and will be due for renewal 29 January 2025. It was noted that the work order has been issued to QIA Group to undertake an insurance valuation. Once the valuation has been received, it will be presented to the Committee and Insurance Broker to endorse the current policy. It was noted that this report will take approximately 6 weeks to be received.

B Rayner requested for Vantage Strata to advise of the insurance commission details. The Manager to send an email to the Committee with the commission breakdown.

It was requested that any out of session items which were mentioned in previous minutes be recorded in the following meeting minutes.

Note to the Minutes: The Insurance Broker advised that 'from an insurer perspective having signage up wouldn't reduce the premiums but may assist in the event of a public liability claim if for example there were hazards such as uneven flooring or slippery steps this may help reduce liability to the claimant.'

8. REPORTS

a) *Building Manager Report* – A copy of the Building Manager Report for the month of February 2024 has been circulated to all blocks.
   - R Milthorpe question where the window cleaning quote was for A block, as mentioned in the report. The Building Manager advised that they didn't organise the quote and they will need to follow up with their Strata Manager, LJ Hooker to seek a copy of the quote.
   - R Weeks noted that the landing hydrants were not included in the report. The Building Manager apologised that this was missed and it will be included moving forward.

9. MATTERS OUTSTANDING FROM PREVIOUS MEETING

a) Traffic Calming

It was ratified that the pricing from RD Gossip to prepare a base drawing to trace aerial photography and on-site measurements at a cost of $900 (GST Inclusive) was approved by majority of blocks out of session. The Manager advised that a work order has been sent (4 March 2024) to RD Gossip to proceed. No further updates at this point in time however the Manager advised that they would continue to follow this matter up.

B Rayner enquired how Vantage Strata communicates with RD Gossip. The Manager advised that we communicate via phone and email.

b) No Entry Signage

The Manager noted that this item is on hold pending final advice from RD Gossip. Once the advice is received, the Committee can lodge a request with Access Canberra to proceed with installation of 'No Entry' signage on ACT Government Land.

The Manager noted below the process for seeking permission to make alteration to nature strip/government land:

Step 1: Review requirements outlined on City Services website - Nature strips - City Services (act.gov.au) *Refer attached guidelines for further information.*

Step 2: Develop a detailed site plan (to scale) of the proposed change. The site plan to include existing assets such as driveways and street trees and a legend of proposed materials to be used.

Step 3: Once plan is complete, submit application via website (Access Canberra Smart Forms). It will take 15 working days for applications to be reviewed.

c) Visitor Parking Signage

The Manager noted that the quotes and proof from Capital Lines and Signs were circulated to the Committee via email. The Committee discussed the wording of the signs, and it was agreed to remove the wording *"Residents are to utilise their allocated parking spaces"* to ensure the signage was clear and concise. The majority of the Committee resolved to proceed with 9 x 300mm x 450mm signs at a cost of $772.50 plus GST. B Block noted their objection.

S/N	Size	COSTS
1.	300mm x 450mm	$772.50 + GST
2.	450mm x 600mm	$1,017.30 +GST

d) Signage Quote for CTS Areas

The Manager advised that a work order has been sent to Canberra Rubber Stamps to proceed with Quote 23080374 for the 4 x Keep Driveway Clear Sign. It was noted that Canberra Rubber Stamps advised the installation will occur this week. The sign sizes will be 300mm x 450mm.

e) Planting Along the Causeway and Parbery, Cunningham Street and Dawes Street & Raindrop Garden Beds

<u>Causeway and Parbery, Cunningham Street and Dawes Street</u>

It was noted that a site visit with AllSeasons occurred on 27 February 2024 with the final quote from AllSeason being provided on 26 March 2024. It was advised that two quotes have been received from Corporate Gardens and AllSeasons.

The Manager noted that the AllSeasons quote totalled $14,320 plus GST and Corporate Gardens totalled $9,350 plus GST. The Manager indicated that the AllSeasons quote includes 12 weeks of maintenance for the new planting and fencing to protect these plants whereas the pricing for Corporate Gardens does not include the maintenance. The following items were raised and noted:

- Corporate Gardens quote included 330 plants whereas AllSeasons includes 185 plants.
- AllSeasons included mulch and fertiliser,
- Corporate Gardens quote did not include fencing around plants or watering/maintenance for 12 weeks, unlike AllSeasons.
- It was questioned as to whether the irrigation systems work. The Building Manager confirm they are working, and he monitors them as part of his routine inspections.

Raindrop Garden Beds (Stolen)

The Manager advised that AllSeasons have quoted approximately $900 to remediate the rain drop garden beds. It was noted that the authorities have been advised that the Committee wish to recover the costs of the works from the responsible individual. The Manager advised that the invoice from the works can be sent to the authority to try and recover from the individual.

ACTION: The Manager was requested to undertake the following:

1. Confirmation of when the works will be completed, noting we are entering the colder months.
2. Confirmation that the plants will withstand dogs using the area.
3. Seek two quotes for the remediation of the raindrop garden beds.
4. Confirm with AllSeasons if the fencing can remain in place for the 12 weeks of maintenance.
5. Seek maintenance costs from Corporate Gardens.
6. Reach out to InStyle one more time and confirm if they are willing to quote on the works.
7. Confirm that The Causeway gardens will be watered using a water truck.

The Manager to circulate the information above out of session once the information is received to allow the Committee to continue to progress this item.

f) Jasmine Plant

The Manager advised that the gardener has raised that the jasmine plants are overgrown and growing up the lattice and onto to unit's balconies which will have an access issue for the gardener to trim the plants. The Committee agreed for each affected block to discuss this matter with their Committees and/or affected Owners and present their decision to the CTS Committee.

ACTION: The Manager to advise the relevant blocks of this direction for their action.

g) Replacement of Tree on Cunningham Street Verge (Stolen Tree)

It was noted that a Fix My Street request has been lodged with Access Canberra on 01 February 2024. The Manager will continue to follow up.

The Manager advised that it could take some time for fix my street requests to be acknowledged and actioned however the Manager will keep the Committee informed.

The Manager to follow up on the replacement of the tree on The Causeway which was removed by ACT Government.

h) String Lights

The Manager advised that the lights arrived in the country and are going through customs. Once they are through customs, Switch On Electrical will scheduled in the works. It is estimated that these works will be undertaken mid to late April.

i) Block D Playground

It was noted that the Block D Committee has sent a letter to CTS Committee advising that the Playground Agreement has been placed on hold until the shared asset register is formalised.

j) Insurance Valuation

The Manager advised that a work order has been issued to QIA Group on 28 February 2024. Report will take approximately 6 weeks.

k) Channel Drain Noise Dampeners

Following the last meeting, The House Face Lifters (THFLs) were requested to attend site and quote on the installation of the noise dampeners. They have attended site and inspected all 8 drains. They have advised that 1 drain requires additional work prior to these works proceeding. It was advised that the drain has a ledge that holds the grate on top which is too short, and it is only held by silicon which is starting to let go and therefore needs to be repaired prior to works proceeding. The Manager advised that JEGA have confirmed they will be repairing the leaking drains and ledge. These works need to be completed prior to the noise dampener works.

The Manager advised that there has been no response from MG Maintenance to the questions asked regarding their quote to date.

It was noted that the cost of these works should be considered as part of the next special projects budget.

ACTION: The Manager to include the cost of THFLs quote in the proposed budget 2024/25.

l) Insulation in Lower Ground CTS Car Park / Psychedelic Lane

The Manager noted that quotes were requested from Quattro, Bloc and HVAC Canberra to repair. Quattro and Bloc declined to quote. HVAC Canberra advised:

"We will need a scissor lift to do the carpark. Happy to organise one but just keep in mind that will put the cost up. Multiple panels seem to have fallen already.

In psychedelic lane, we can attempt to re-tape the joins, however paint kills that silver foil tape, which is why it's all dropping now. There is a very high chance that the tape will not stick properly and fall again."

Following discussion with the Committee, majority approved proceeding with HVAC Canberra quote (Q4739) at a cost of $4,240 plus GST to repair the roofing insulation.

CTS 32 | Kingsborough Village | Roof Insulation Repairs

Quotation provided as requested for the following:

- Please provide a quote for the reinstating fallen panels in car park and adding extra screw to panels where necessary. (include scissor lift)
  - Allowance for 1 new panels as at the time of site inspection only one had fallen.
- Removal of all tape in psychedelic lane

Sub-Total ex GST	$4,240.00
GST	$424.00
Total inc GST	$4,664.00

ACTION: The Manager to issue a work order to HVAC Canberra to proceed with the works.

m) 8x Failed LED Batten Tube Lights in Lower Ground CTS Car Park

The Manager advised that these works have been completed except for two of the five-foot batten lights. It was noted that these lights need to be specially ordered, which Switched On Electrical has ordered. Once stock is received, these lights will be repaired. It was noted that these works form part of the approved quote.

n) Asset Register and Sinking Fund Report

Asset Register/Shared Facilities Register: The Committee discussed obtaining a shared facilities/asset register. Majority agreed that this should be progressed and will benefit the community.

ACTION: The Manager to obtain updated quotes for the Committee to consider out of session.

Sinking Fund Report: The Manager noted that a work order was issued to QIA Group on 28 February 2024. Report will take approximately 6-8 weeks.

o) Registration of CTS Rules

It was noted that the General Meeting to adopt the rules has been postponed. Concerns were raised that the rules were not accurate and required amendments. It was agreed for a Sub-Committee to be formed to revise the rules and present them to the Committee for consideration prior to calling another General Meeting to approve lodgement of the rules with Land Titles. It is noted that the existing and current default rules remain in effect and can be located on BuildingLink for Residents to access.

The Sub-Committee will comprise of M Bentley, B Rayner and another representative from Block C. A Vincent advised that they can assist with providing guidance to the Sub-Committee.

p) Line Marking Quotes

The Manager noted that 2 quotes have been received to date which will give the Committee an indication of pricing.

It was discussed placing these works on hold until RD Gossip plans are finalised to ensure an accurate quote is obtained. It was noted that Locktons quoted approximately $33K but will need to be updated. Canberra Line Marking quoted approximately $15.5K but it doesn't include an extensive removal of the old markings which is already peeling off.

M Knaus advised those present that the line marking was a traffic calming method as well as an artwork and noted that this should not be altered.

Executive Committee decided to wait for RD Gossip's feedback on the matter before making a final decision.

q) Sub Lease for Commercial Tenant

The Manager advised that the finalised plans from the liquor licence for Tumut Brewery had not been received and therefore it was suggested that the General Meeting to approve the sublease be postponed until the information has been received. It was noted that a formal agreement will be drafted for each party to sign following the formal approval of the sublease at the General Meeting.

The Manager advised the Committee that they should consider subleases for other tenancies who are utilising community land for their business and suggested having an informal meeting with the respective units to discuss the situation. The Manager suggested that the Committee consider this and advise how they wish to proceed once they have had a chance to review and consider this suggestion.

r) CCTV Policy

The Manager advised that the draft policy has been provided to the Committee to consider. It was noted the B Block are reviewing version 2 of the policy. Once this is completed, it will be circulated to the Committee for final approval.

s) CCTV Preventative Maintenance Proposal

It was noted that the purpose of this proposal is for the Committee to determine if they wish to engage Smart Design to provide a 24/7 on call service and maintenance to the access control security and CCTV systems for Kingsborough.

It was noted that Smart Designs have advised that to minimise costs of call outs they will require internet access to allow them to remotely access the system.

Concerns were raised with the privacy and secuirty of the system and internet connections.

ACTION: The Manager to seek a copy of the SmartDesigns privacy policy for the Committee.

It was agreed for the Committee to consider Smart Design's preventative maintenance proposal in the upcoming financial year together with the internet connection for the Communication Room and Building Manager's Office.

ACTION: The Manager to seek costing for the internet connection for the Committee to review.

t) CCTV Camera Quote

The Manager advised that a quote has been received from Smart Designs to supply and install an additional 7 cameras and move 1 existing camera at a cost of $23,780.00 plus GST. The quote excludes the camera on D block capturing the path between A and D blocks as this will require individual pricing due to the location.

The Committee resolved to proceed with the quote from Smart Design at a cost of $23,780 plus GST. It was noted that these works will be expended from the special projects line item in the budget.

u) Food Truck Applications

It was requested at the previous meeting that terms and conditions be considered for future food truck application should they be received. The reason for this is to ensure applications can be considered in a timely manner.

ACTION: M Knaus will prepare a draft to consider the terms and conditions for approving applications for the Committee to consider.

v) Defibrillator Reinstatement

The Manager requested the Committee to confirm if they wish to replace the defibrillator that was stolen. Following discussion, the Committee requested that the Building Manager identify some proposed locations which the defibrillator can be reinstalled. It was suggested it being placed in the pub to be accessed during business hours (which would require approval from the unit) or psychedelic lane which is not as open to the public. It was also noted that the area chosen should be covered by CCTV. It was noted that the cost to replace the item is $2,450. It was discussed including a line item in the budget moving forward to replace the defibrillator should it be damaged or stolen.

ACTION: The Building Manager to identify some locations for the Committee to consider.

w) CT Bins

The Manager informed Committee that the bins have been delivered to site and require installation. It was advised that Hy Maintenance have indicated that they can install the bins for $350 plus GST.

The location of the bins was proposed, as per the attached plan. It was agreed to place the bins in the locations marked red. The Manager advised that the location closes to Dawes Street will need further confirmation from the builder if the bin can be installed in this location as the concrete slab in this area is a suspended slab. If the bin cannot be placed on this slab, it will be installed in the area marked yellow on the plan.

ACTION: The Manager to confirm the location of the bins with the builder and organise the installation of the bins with Hy Maintenance.

10. ADDITIONAL BUSINESS RAISED FROM THE FLOOR

1. **Roller Door for B, D and E:** V Dix informed the Committee that the notice for the roller door installation will be issued tomorrow. M Knaus requested a copy of the notice be placed in E Block lifts.
2. **AGM Budget:** The Manager advised that the draft proposed budget will be sent to the Committee for review prior to the next meeting.

11. NEXT MEETING

Those present agreed to hold the next meeting on 24 April 2024. This meeting will be held to discuss and finalise the AGM budget and agenda.

12. MEETING CLOSURE

There being no further business, the meeting formally closed at 7.55pm.

MINUTES OF THE
EXECUTIVE COMMITTEE MEETING
OF CTS32 - KINGSBOROUGH VILLAGE

Venue:	Microsoft Teams	
Date:	Wednesday 24th of January 2024	
Time:	5:30PM	
Present:	R Milthorpe	(Block A)
	A Qureshi	(Block B)
	M Mckeon	(Block B)
	R Weeks	(Block C)
	M Miko	(Block C)
	N Southwell	(Block D)
	M Knaus	(Block E)
	C Montemayor	(Block E)
Apologies:	B Rayner	(Block D)
In Attendance:	K McIntyre	Strata Manager, Vantage Strata
	A Vincent	Pod leader & Senior Strata Manager, Vantage Strata
	V Dix	Strata Manager, Vantage Strata
	A Simon	Strata Manager, Vantage Strata
Observers:	B Murfin	(Block D)

MEETING FORMALITIES

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1. **Attendance and acceptance of apologies**

   There were no conflicts declared and the meeting proceeded at 5:30PM. C Montemayor (Block E) be noted as Chairperson for the purpose of the meeting.

2. Previous Minutes (adoption)

The meeting confirmed the minutes be confirmed from the meeting held 11th of October 2023.

It was noted that minutes must go through the relevant approval process prior to handout.

AGENDA

3. Building Manager Report

Building Managers report has been circulated to all Blocks.

M Miko enquired about the issue on page 6 under the CT section talks about the quote request for damage by truck to the panel wall in LG visitor car park and the reimbursement.

K McIntyre informed damage caused by E block resident moving to another block within Kingsborough. The rectification cost will be charged to that unit.

4. Action Items/Discussion Topics

a) ***Traffic calming***

RD gossip reported that the plans provided doesn't include the current line marking. There will be an additional cost to provide the plans as requested and waiting for the response.

Discussion was had around the process and information provided and obtained before proceeding.

K McIntyre informed that all the information requested by RD gossip was provided for the quoting process and prior to RD Gossips site visit and that it was identified at the site visit the signage and line marking did not match the current layout onsite. Once the information has been received this will be provided to the EC.

b) ***No Entry Signage***

It was decided that the EC would await the final report before proceeding with installation of the signage and that K McIntyre would obtain the relevant information in regard to the application process for installation of the signage on Gov land in preparation.

c) ***Visitor Parking Signage.***

It was discussed that the suggested signage would not meet the desired effects and that a more traditional style would better suit and be more effective. As far as possible signage should agree with Transport Canberra & City Services (TCCS) standard signage for user familiarity.

M Knaus advised that they would be able to provide a signage brief for the purpose of ensuring the requirements are met.

Once received the supplier would be contacted and requested to provide an example of a standard parking signage to be approved by the committee before proceeding.

d) ***Signage Quote for CTS Areas***

It was discussed that the wordings for the signage was not finalised, and further discussion was required.

Individual block EC's have agreed to the proposed locations. It was decided that the options would be discussed outside of the meeting and agreed before providing to the supplier to finalise.

C Montemayor requested VS to seek advice from the insurer in regard to the signage and its liability.

e) ***Planting Along the Causeway and Parbery***

K McIntyre informed that the raindrop gardens previously completed have been maliciously damaged and reported to the appropriate authorities. The desired result is to recover the cost of the damage from the at fault party. All Seasons have been requested to quote for the rectification of the damage. This quote should include for the replacement of all missing/dead plantings on all street frontages broken down by plants for each street.

1 quote has been received for the remaining garden areas, 2 quote requests remain outstanding. 2 additional quotes have been requested as per the EC's request.

f) ***String Lights***

K McIntyre informed EC that the delivery of the lights is delayed to March 24. This cost has not been paid yet and will not be until works are completed.

g) ***Block D Playground***

Discussion was had around the playground and it was agreed that each block would obtain endorsement from their blocks for approval of the proposed breakdown off costs.

Discussion was had and once approved a lease agreement would be implemented to formalise the agreement.

h) ***Insurance Renewal 29/01/2024 – 28/01/202***

M Miko enquired about the last valuation done for the property to justify the sum insured. Noting the timeframe, it was agreed to obtain quotes for the valuation.

A Vincent suggested to proceed with the current proposed sum insured which can be endorsed later based on the valuation report.

EC has approved to proceed with the Insurance Proposal received from CHU for $ 9,250.15.

i) ***Security System Upgrade and Block Applications for Security Cameras***
B Block submitted a request for installation of 2 CCTV cameras and was approved by the CTS EC.

29 CCTV camera spaces remain available.

Discussion was had around the approval process and it was agreed that the alterations and erections form would be completed to record the applications for individual blocks installation of cameras on the system.

The EC were presented with suggested locations for CTS cameras and will await quotes before proceeding, dependant on the budget.

It was raised that the EC had previously requested a CCTV policy and guidelines for accessing the footage. A Vincent informed EC that she's amid developing a general CCTV policy which will be shared with EC next week and it can be tailored to suit CTS requirements.

C Montemayor suggested to VS to obtain the maintenance agreement from Smart Design for EC's consideration in the next meeting.

M Mckeon informed that the BM doesn't have full access to the system that limits the function to perform a fob audit and create reports.

A Vincent informed EC that she's organizing a meeting with Smart Design to discuss about the access issue and to grant the BM the access that is required.

j) ***Channel Drain Noise Dampeners***
K McIntyre informed that more details are requested about the product from MG Maintenance. At the same time VS is also sourcing for a quote from another supplier who has dealt with similar issues in another complex and resolved successfully.

R Weeks expressed his concern that this work should be done correctly with the right material and methodology.

k) ***Insulation in Lower Ground CTS Car Park***

MG Maintenance have been followed up for the information requested and still waiting for their feedback. Meantime VS has reached out to others to get comparison quotes.
M Knaus has requested for a detailed picture to be presented to EC to better understand the nature of the rectification works involved. It is also requested that the dates for quotation request to be captured in the minutes and BM report for tracking purposes.

M Mckeon suggested that moving forward agenda needs to be sharp, have the decision ready, material available and the suggested course of action which will narrow the time for discussion to make the meeting more effective.

l) ***8x Failed LED Batten Tube Lights in Lower Ground CTS Car Park***
K McIntyre presented to EC 2 quotes have been received for the replacement of 8x failed batten tube lights in the lower ground car park as below.
Switched On - $1,980.55 ex GST
Pacific FM - $3,350.00 ex GST

M Knaus requested the quotes to be summarised with the details for easy comparison and decision making.

K McIntyre will submit to EC the tabulation with the recommendation similar to VS maintenance team after the meeting.

m) ***Replacement of Tree on Cunningham Street Verge***
Fix my street has been lodged with Access Canberra and will be followed up for action.

n) ***Asset Register and Sinking Fund Report***
VS suggested to EC to consider the review of asset register, shared facility register and sinking fund report and will get more information on the asset register.

M Knaus advised to document that CTS is unable to get sinking fund report without the asset register as it is a different level of urgency to funding and complete the asset register.

A Vincent suggested to K McIntyre to speak to consultant to understand as to why the sinking fund report cannot be done without the asset register.

M Knaus requested that this matter is included as an item on the agenda for the next meeting.

5. **Business and Items off the floor**
   A Qureshi enquired about the Status for the registration of CTS Rules and whether it can be circulated.

   A Qureshi enquired about new quote for the line marking.

   It is noted that K McIntyre will provide the details to EC after the meeting on the above two items.

   M Miko has requested for the financial report to be sent to EC prior to the meeting for discussion.

   K McIntyre informed that there were some technical issues why the report was not sent and moving forward the report will be sent automatically to EC.

   A Qureshi raised a concern about a commercial tenant who wants to apply for the liquor license to be brought to CTS attention in regard to the implications of insurance. It was decided that this would be further investigated following the meeting.

6. ***Next Meeting (date)***
   It was decided that the next meeting date would be on 27th of March 2024.

7. **Meeting Closure**
   With no further business the meeting closed at 7:23pm.

MINUTES OF THE

EXECUTIVE COMMITTEE MEETING

OF CTS32 - KINGSBOROUGH VILLAGE

Venue:	Microsoft Teams	
Date:	Wednesday 30th August 2023	
Time:	5:30 pm	
Present:	R Millthorpe	Block A
	A Wijeyeratne	Block B
	A Quereshi	Block B
	N Southwell	Block D
	B Rayner	Block D
	C Montemayor	Block E
	M Knaus	Block E
Observers:	K Ward	Block B
	B Murfin	Block D
	J Gasson	TNRC
Attendees:	K McIntyre	Vantage Strata
	B Abbey	Vantage Strata

MEETING FORMALITIES

1. **Attendance and acceptance of apologies.**

   No apologies or proxies received.

2. **Previous Minutes (adoption)**

   *It was **resolved** that the minutes of the previous executive committee on Wednesday 29th March 2023 to be confirmed.*

   Motion CARRIED

3. **Office Bearers –**

   It was noted that not all blocks have had their Annual General Meeting, where new committee members may be elected. For this reason, it was agreed that interim office bearers were to be established, until all AGM's had occurred, and new/retained office members elected.

   *It was **resolved** that C Montemayor (Block E) be appointed as the interim chairperson. it was **resolved** that A Qureshi (Block B) be appointed as the interim treasurer.*

   Motion CARRIED

4. Building Manager Report

It was resolved that the building managers' report be accepted. The Committee noted that car park vandalism and alike matters should be included in the report. The Strata Manager confirmed that the recent incidents of vandalism will be included in the upcoming report. Strata Manager to confirm that Reports are going on to the BuildingLink Library.

5. Action Items/Discussion Topics

a) Traffic calming

The Strata Manager noted that there has been no update regarding the requested traffic calming report. Strata Manager advised that follows up have been sent with minimal success.

Strata Manager to advise the committee of a contact log of attempts where Vantage has followed up the contractor.

b) Thor's Hammer

Works have been completed, some boards have been unable to dry and are potentially damaged and will be allowed to dry before being tended to again and may require replacement if damaged beyond repair. Thors Hammer to reattend and investigate and quote for items beyond repair.

c) Replanting of Saplings on Gov Land

It was discussed that these works have been completed and can be closed out.

d) Line Marking

The Strata Manager advised that the quote has now expired and will be required to be revised and updated.

e) Installation of No Entry Signage

Installation of No-Entry Signage to be put on hold pending outcomes of the traffic calming report. If suggested by the traffic engineer as a recommendation to improve traffic flow, B block and C block residents are to be consulted before installation.

f) Visitor Parking Signage

It was discussed that the quote from Capital Sign Works be selected as the preferred supplier pending the receipt of the sample sign meeting the initial requirements as requested in the quote request.

g) Wombat Crossing and Speed Hump

It was discussed that the House Face Lifters have requested that a slab scan be completed prior to the installation as the proposed location is a suspended slab. The Strata Manager advises of the importance of the scan due to it being suspended slab and would not want to structurally compromise the slab. The committee agreed to put the installation on hold, until the traffic calming report is received and reviewed to see if it is a necessary control measure.

h) Electric Vehicle charging in the Visitor Car Park

It was noted that the lease agreement had been signed for these works to start. The date of installation is due to start on Monday 4th September 2023. The Strata manager advised that part of this process would require the power to be turned off for approximately 1 hour. It was agreed that the Strata Manager will provide a minimum of 2 weeks' notice to all residents, to ensure ample time for residents to make alternative arrangements. For any urgent matters regarding these works the Strata Manager will need to contact a minimum of two members of the CTS for approval. The Strata Manager advised that for the initial works the power supply will not need to be isolated.

i) Cleaning of Channel Drains on Driveway

The Strata Manager advised that a work order has been issued to Level plumbing for the completion of works. Once the contractor has confirmed the date of attendance, a notice will be issued to all residents regarding their work schedule.

J) Confirm Registration of By-laws and Circulation to Owners-

The Strata Manager advised that these rules were lodged to Access Canberra on the 25th of May 2023. Once these rules have been registered the Strata Manager will circulate the rules to all relevant parties and outline the new enforcement procedure in detail.

j) Signage Quote for CTS Areas

Strata Manager confirm that a quote request was issued.

k) Planting Along the Causeway

The Strata Manager advised that the quote that had been received did not include all garden beds on the causeway. The Strata Manager to obtain quotes from additional suppliers that include all garden beds.

Note: It was requested that the gardening contracts be issued to the CTS committee for each building. it was noted that the CTS were interested in approaching alternative contractors and include all buildings in the contract including areas within the buildings to see if this option is cheaper and more viable as a complex wide contract.

I) String Lights-

It was confirmed that the quote from Switched On be accepted and for works to be completed, subject to the installation being well coordinated and organized with residents.

M) Social Media-

It was agreed that the Facebook Kingsborough Residents page should not be monitored by Committee Members and that the ownership of the page should be handed over to interested residents or be removed from Facebook.

Note: The Committee agree that they would make a post on the page to gauge interest of residents to take control of moderation of the page for a month before the

page will be deleted if no resident is interested.

N) Budget Items

It was discussed that all items that were budgeted and accepted at the most recent Annual General Meeting to continue and be endorsed by the Executive Committee, these are Traffic Calming, Repainting of driveway. CCTV upgrade, Driveway pedestrian lights, signs that warn residents of children's presence, replanting of the Causeway Garden beds and rubbish bins.

6. Business and Items off the floor

Building Manager Scope of Works:

B Rayner noted that the committee had not yet agreed to the scope of works that was circulated. The Strata Manager advised that the scope was accepted at the Annual General Meeting. Strata Manager to arrange a DocuSign to be sent to the Chair to sign.

Playground Access:

It was discussed that the onus of the upkeep of the playground should be equally distributed across all buildings for all residents of Kingsborough to have access to this area. All members agreed to approach their respective Executive Committee's to gain approval for this. Noting that the contribution for each building would not be significant, covering costs associated with cleaning and maintenance.

Finance:

B Rayner advised that the current financial position is $32,897.68 in the admin fund, $23,159.34 in the sinking fund.

B Rayner raised a concern of the outstanding arrears amount for the CTS title, to a total of $56,056.72. He noted that Block D had enough funds to cover the arrears listed for Block D, but it had not been paid yet. Stata Manager confirmed that there was a processing error and that invoices have now been sent to all blocks to recover the arrears amount for each respective building.

7. Next Meeting (date): 11th October

It was confirmed that the next meeting be scheduled for 11 October at 5:30pm.

8. Meeting Closure

There being no more formal business the meeting closed at 6:55 pm.

MINUTES OF THE

EXECUTIVE COMMITTEE MEETING

OF CTS32 - KINGSBOROUGH VILLAGE

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	M Knaus	Block E
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8. Meeting Closure

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MINUTES OF THE
EXECUTIVE COMMITTEE MEETING
OF CTS32 - KINGSBOROUGH VILLAGE

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	M Miko	(Block C)
	N Southwell	(Block D)
	M Knaus	(Block E)
	C Montemayor	(Block E)
Apologies:	B Rayner	(Block D)
In Attendance:	K McIntyre	Strata Manager, Vantage Strata
	A Vincent	Pod leader & Senior Strata Manager, Vantage Strata
	V Dix	Strata Manager, Vantage Strata
	S Anthony	Strata Manager, Vantage Strata
Observers:	B Murfin	(Block D)

MEETING FORMALITIES

1. Attendance and acceptance of apologies

There were no conflicts declared. The meeting commenced at 5:30PM. C Montemayor (Block E) was confirmed as Chairperson for the purpose of the meeting.

2. Previous Minutes (adoption)

*It was **resolved** that the minutes of the meeting held 11th of October 2023 be confirmed.*

The last set of minutes were distributed by Vantage Strata without committee approval. It was noted that Vantage Strata must follow the approval process via the EC prior to distributing the minutes.

3. Building Manager Report

It was noted that the Building Managers Report has been circulated to all Blocks.

M Miko enquired about the issue on page 6 under the CT section which talks about the quote request for damage by truck to the panel wall in LG visitor car park and the reimbursement. K McIntyre informed that the damage was caused by an E block resident. The rectification cost will be charged to that unit.

4. Action Items/Discussion Topics

a) Traffic Calming

RD gossip following the site visit to understand the context of the challenges faced, have advised that the plans provided do not include the current line markings onsite. It was advised that there will be an additional cost to provide the plans as requested and waiting for the response.

Discussion was had around the process and information provided and obtained before proceeding.

K McIntyre informed that all the information requested by RD gossip was provided for the quoting process and prior to RD Gossips site visit and that it was identified at the site visit the signage and line marking did not match the current layout onsite.

Once the information regarding the cost and reasoning this was not identified earlier in the process has been received, will be provided to the EC. The committee agree to discuss via email when more information is available.

Action:

- Vantage to confirm costs to update plans with RD Gossip
- Vantage to provide timeframes to EC

b) No Entry Signage

Vantage Strata advised that RD Gossip recommended to install the no entry sign as close to street as possible. Vantage are to seek confirmation of this advice in writing.

C Montemayor recommended that VS familiarise Vantage to seek council approval for install as this process may take some time.

C Montemayor noted the previous resolution relating to this notice from 2023.

The EC agreed to wait to review the final report before proceeding with installation of the signage. K McIntyre will obtain the relevant information regarding the application process for installation of the signage on Gov land in preparation for the next meeting.

Action:

- VS to seek written advice from RD gossip in relation to installation of no entry sign

- VS to review process for application of sign on ACT Gov land prior to next EC meeting

c) Visitor Parking Signage.

The committee discussed the visitor parking that was circulated prior to the meeting.
The committee agreed that their ability to enforce parking rules outlined in the signage would be difficult to enforce but agreed that signage should be installed regardless.

M Knaus raised that a traditional style safety sign would be most effective and agreed to provide a signage brief for the purpose of ensuring the requirements are met.

Once received, the supplier would be contacted and requested to provide an example of a standard parking signage to be approved by the committee before proceeding.

The committee are yet to agree on the location of the sign for install.

Action:
- M Knaus to provide VS a signage brief for parking

- VS to provide brief to signage supplier for cost & timeframes for install

d) Signage Quote for CTS Areas

The committee discussed the ''no playing in driveways'' signage that was circulated prior to the meeting.

The committee did not agree on the text for the signage . M Knaus proposed '' The driveway is a shared space between vehicles, pedestrians and cyclists. Please keep clear of the driveway and parking areas at all times.'' Another committee member suggested ''Keep Clear'' as standard signage.
M McKeon suggested we wait for traffic report to remove subjectivity from the signage.

The committee agreed that further discussion is required prior to install.

Individual block EC's have agreed to the proposed locations. It was agreed that the options would be discussed outside of the meeting and agreed before providing to the supplier to finalise.

A Qureshi raised whether the installation of a sign does impact our insurance liability.
C Montemayor requested Vantage Strata to seek advice from the CTS insurer to determine if the installation of safety signage would reduce the liability on the CTS.

Action:
- VS query liability relating to signage in the driveways with our insurer

e) Planting Along the Causeway and Parbery

K McIntyre informed that the raindrop gardens previously completed have been maliciously damaged. This has been reported to the appropriate authorities. The desired

result is to recover the cost of the damage from the offender. All Seasons have been requested to quote for the rectification of the damage.

1 quote has been received for the remaining garden areas along The Causeway that were not previously completed, 2 quote requests remain outstanding. 2 additional quotes have been requested as per the EC's request, the committee requested that VS seek a quote from Instyle.

The committee also discussed the tree that was stolen from Cunningham St

Action;

- VS to advise the committee on the outcome of the garden theft & reimbursement
- VS to seek further quotes for the Causeway garden re planting

f) String Lights

K McIntyre informed the EC that the delivery of the lights has been delayed due to shipping from the supplier. It is estimated that the works will be completed in March 2024. It was noted that whilst the costs had been previously approved by the committee, no deposit has been paid or requested from the company at this stage.

Action;

- VS to provide update to committee when lights arrive ready for replacement

g) Block D Playground

Discussion was had around the playground located in the Block D units plan and its use being expanded to include all blocks. A budget for maintenance was submitted by Block D with a copy of the draft minutes to committee members.

It was noted that this decision must be unanimous among all blocks for the budget to be accurate & for the updated key system to be effective as it is a universal key for the complex.

It was agreed that each block would obtain endorsement from their ECs for approval of the proposed breakdown off costs by the next EC meeting.

Action;

- Blocks A, B, C & E to raise with their own committees prior to next CT EC meeting

h) Insurance Renewal 29/01/2024 – 28/01/202

M Miko enquired about when the last valuation done for the property to justify the sum insured. Noting the timeframe, it was agreed to obtain quotes for a valuation to be completed.

A Vincent suggested to proceed with the current proposed sum insured which can be endorsed later based on the updated valuation report.

The EC approved to proceed with the Insurance Proposal received from CHU for $ 9,250.15.

i) Security System Upgrade and Block Applications for Security Cameras

Upgrades to the CTS CCTV have been completed with 31 spaces for new cameras now available on the system.

B Block submitted a request to connect two (2) CCTV cameras to the CCTV system. This was approved. 29 CCTV camera spaces remain available.

Discussion was had around the approval process, and it was agreed that the alterations and erections form would be completed to record the applications for individual blocks installation of cameras on the system.

The EC were presented with suggested locations for CTS cameras. No concerns were raised with the proposed locations. K McIntyre to seek a quote for the EC to review.

It was raised that the EC had previously requested a CCTV policy from Vantage Strata, with guidelines for accessing the footage. A Vincent informed the EC that a first draft would be provided to the EC next week, noting the policy can be tailored to suit the CTS requirements.

C Montemayor suggested obtaining a maintenance agreement from Smart Design for EC's consideration at the next meeting. M McIntrye to organise accordingly.

M Mckeon informed that the BM doesn't have full access to the system that limits the function to perform a fob audit and create reports.

A Vincent informed those present that a meeting is being organised with Smart Design to discuss providing the BM full access to the system.

Action;

- VS to provide draft CCTV policy to CTS for review by next meeting
- VS to seek maintenance agreement from Smart Design for review by CTS at next meeting
- VS to follow up on BM access to system and report update to the committee
- VS to provide quote for installation of new cameras as per the agreed plan

j) Channel Drain Noise Dampeners

Following advice from the EC provided via email, Vantage Strata requested further information from MG Maintenance in relation to the quote provided for the channel drain noise dampening.

Vantage Strata are sourcing a second quote from another supplier who has assisted with a similar project in another complex which resolved the noise issue successfully.

R Weeks expressed his concern that this work should be done correctly with the right material and methodology.

Action;

- VS to follow up with MG maintenance and advise committee of materials & assurances around noise dampening
- VS to provide committee with second quote for consideration

k) Insulation in Lower Ground CTS Car Park

We are awaiting further information from MG Maintenance regarding the additional supports for insulation in the lower ground car park.

Two additional quotes have been requested with recommendations being sought from JEGA for the original contractor.

It was noted that tape may need to be removed in Cycledelic alley to allow for repairs which may affect the mural that has been installed in this space.

M Knaus has requested for pictures to be presented to EC for the committee to be able to review and discuss such maintenance requests.

M Knaus raised concerns over outstanding quotes and follow ups. It was noted that the committee had raised this on previous occasions with Vantage Strata and had requested that dates & summary be provided to the committee around when requests and follow ups had gone out to contractors.

M McKeon noted that the agenda and supporting documents provided by Vantage Strata should be clear and concise to allow the EC to make an informed decision and allow effective discussions to occur at the EC meetings. This feedback was noted.

M McKeon also noted that Block B have put Vantage Strata on a performance review.

Action;

- VS to follow up with MG maintenance & provide additional quotes
- VS to provide committee with quotes, and a clear outline of the maintenance concern for review

l) 8x Failed LED Batten Tube Lights in Lower Ground CTS Car Park

Two quotes were presented to the EC to consider.

- Switched On - $1,980.55 ex GST
- Pacific FM - $3,350.00 ex GST

M Miko raised that the quotes provided are not like for like and that one of the quotes received was for the repair and replacement of the lights and the other was for the investigation. It was decided that the quote to investigate would be rectified to match the quote to repair or replace the lights to ensure that the EC would be able to compare the quotes effectively.

M Knaus requested the details of the quotes be summarised when presented to the EC. It was confirmed that the quotes would be revised and presented to the EC in a summary

tabulation with a recommendation from VS maintenance team as has been provided by Vantage Strata previously.

Action;

- VS to confirm what maintenance is required, and provide outline & recommendations to committee for review

m) Replacement of Tree on Cunningham Street Verge

It was confirmed that a fix my street request has been lodged with Access Canberra and will be followed up for action.

Action;

- VS to follow up on Cunningham street tree replacement with Access Canberra

n) *Asset Register and Sinking Fund Report*

Following discussions, it was confirmed that VS will speak with QIA Group Consultant to discuss whether an asset register is required to develop a Sinking Fund Report, and if a Sinking Fund report is required for the CTS32 property.

Action;

- VS to liaise with QIA regarding sinking fund for committee by next meeting

5. Items Raised from the Floor

CTS Rules
A Qureshi enquired about the status for the registration of CTS Rules and whether it can be circulated as this is an outstanding action item our previous EC meeting.

Following the meeting it was identified that the rules were not registered. This has been escalated internally within Vantage as to why this was not completed.

To rectify a general meeting will be held with CTS to approve the rules at no cost and can be completed at the time of the proposed EC meeting.

Line Marking
A Qureshi enquired about new quote for the line marking for the driveway.

Vantage Strata followed up the updated quotes for the line marking following the meeting. It was suggested that the EC review the quotes and agree to avoid both contractors being requested to update. To be discussed out of session via emails.

CTS Financial Report

M Miko raised that we had not reviewed the financial documents in the meeting and requested for the financial report to be sent to the EC prior to the meeting for discussion. K McIntyre confirmed that the financial reports will be automatically issued to the EC each month. The EC can expect to receive the financials around the 15th of each month.

Liquor Licence Application – Block B & CT area
A Qureshi raised that an application from commercial tenant who wants to apply for the liquor license has been received and needs to be discussed at a CTS level. It was confirmed that the insurance broker has been contacted to understand the implications of the request and will be provided to the EC for consideration along with a proposed course of action on this matter. VS confirmed that they would reach out to the commercial tenant who made the request.

Food Trucks
Following the discussion around the liquor licence in the CT area, M Knaus raised that the committee had previously received a request for a food truck to utilise the CT area as a pop up. It was confirmed that this application did not proceed. M Knaus suggested that the committee consider terms & a process for approving these requests for future.

Action;

- VS to add line marking quote to next agenda
- VS to ensure next CTS meeting is a General meeting so that the rules can be registered
- VS to send committee draft communications relating to the draft rules being registered
- VS to liaise with commercial tenant applicant in relation to liquor licence submission
- EC's to raise liquor licence request within their respective blocks
- VS to add food truck applications to next agenda

6. Next Meeting (date)
It was confirmed that the next meeting would be held on 27th of March 2024.

7. Meeting Closure
There being no further business the meeting closed at 7:23pm.

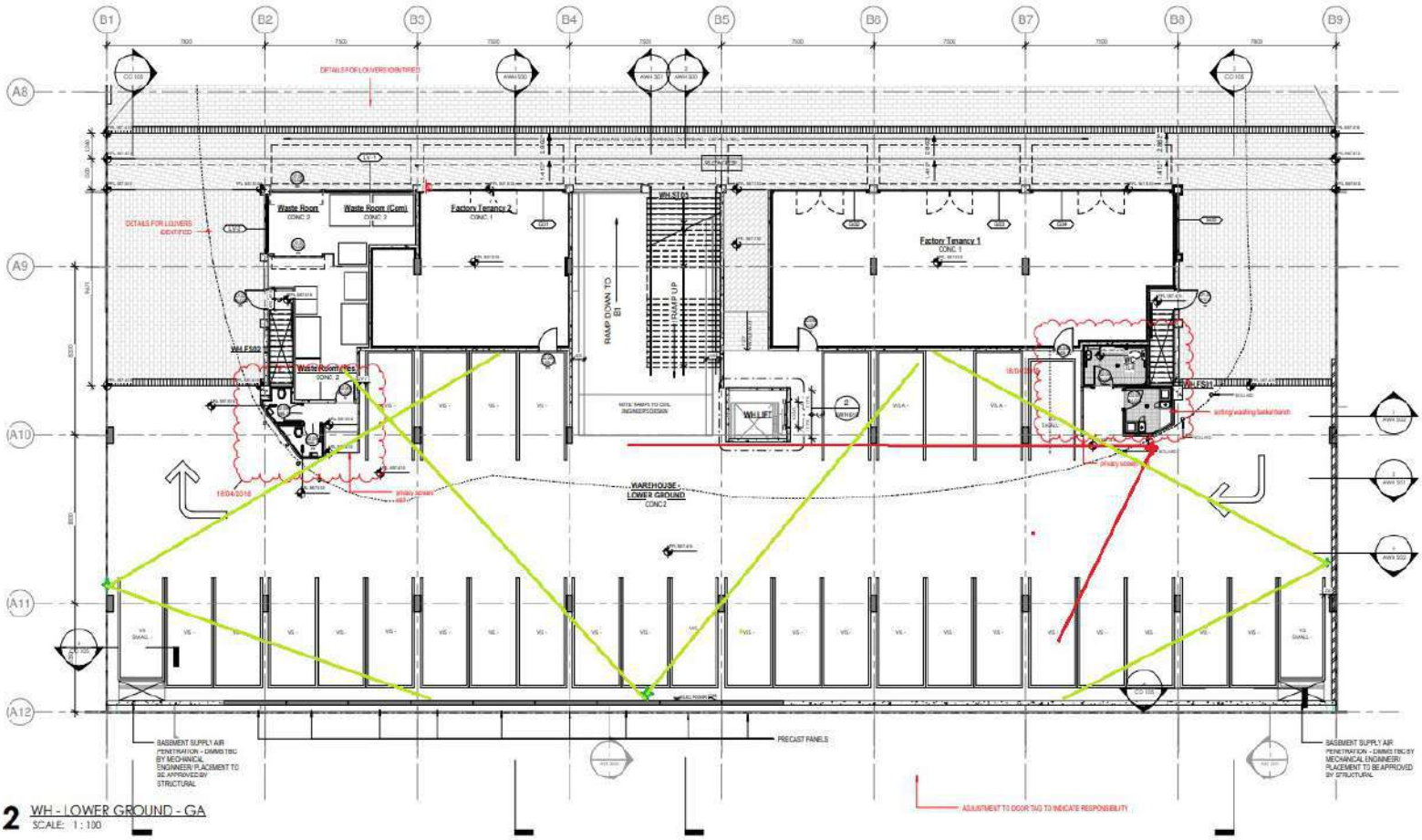
UP4802 - Powerhouse

Playground budget

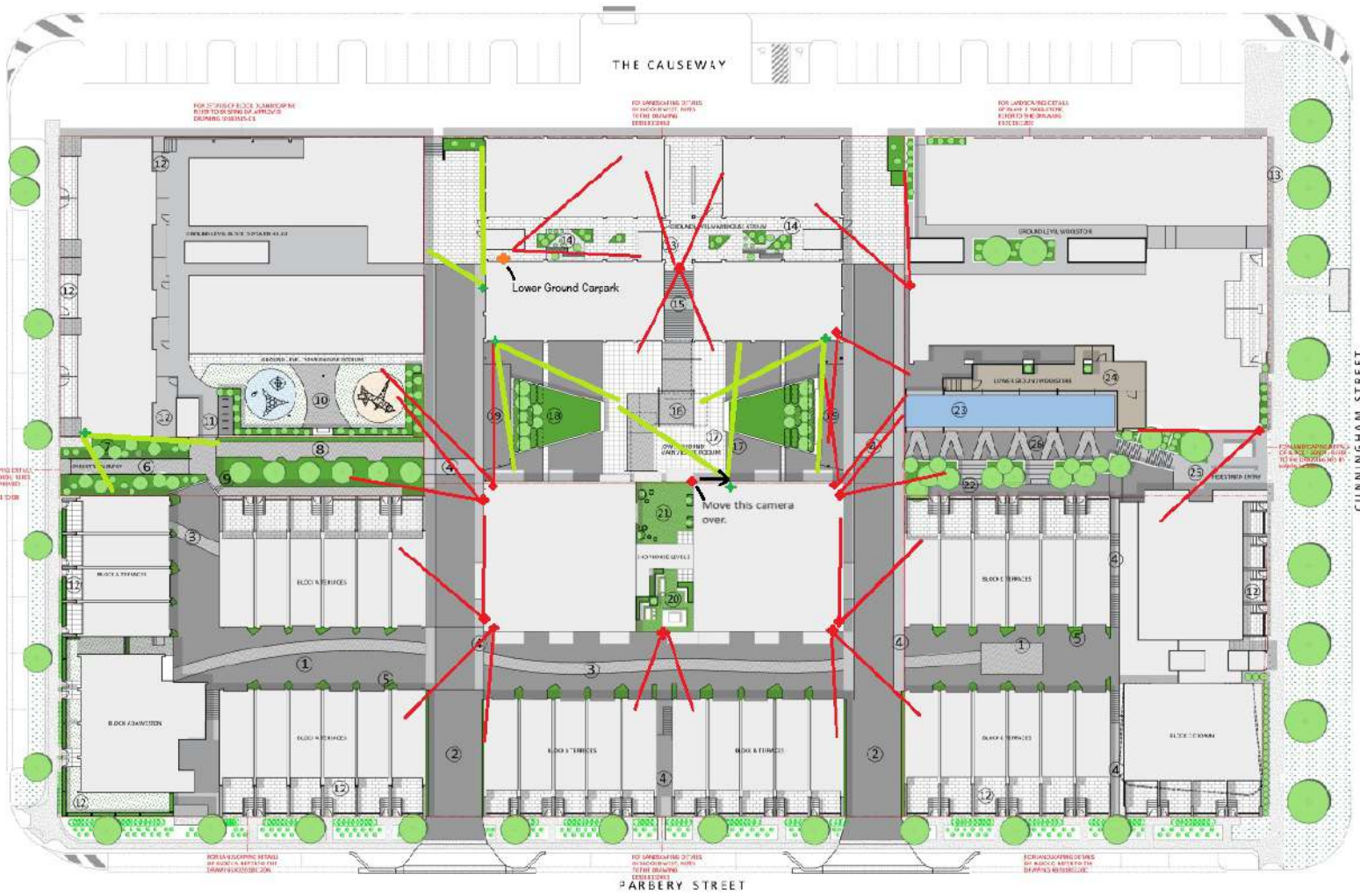
Maintain timber table and benches - Thors Hammer			$	100.00
Annual check of swings			$	100.00
Clean playground BBQ and remove garbage weekly			$	2,600.00
Replace swing cables and chains say every 5 years	$	2,000.00	$	400.00
Replace 5kg fire extinguisher in Yr 5	$	220.00	$	44.00
Replace artificial turf in 5 years - 105.6sqm @ $150	$	15,840.00	$	3,168.00
Insurance - part of CT insurance at no additional premium			$	-
			$	6,412.00
Replace gate lock to universal access key - say			$	300.00
Cost for Yr 1			**$**	**6,712.00**
Cost for Yrs 2 - 5			**$**	**6,412.00**

CTS32 - Contributions		YR 1	
Block A	8.00%	$	536.96
Block B	33.00%	$	2,214.96
Block C	9.00%	$	604.08
Block D	28.00%	$	1,879.36
Block E	22.00%	$	1,476.64
		$	6,712.00

Yrs 2-5	
$	512.96
$	2,115.96
$	577.08
$	1,795.36
$	1,410.64
$	6,412.00



2 WH - LOWER GROUND - GA
SCALE: 1 : 100


THE CAUSEWAY
DAWES STREET
CUNNINGHAM STREET
BARBERY STREET
Lower Ground Carpark
Move this camera over.

MINUTES OF THE
EXECUTIVE COMMITTEE MEETING
OF CTS32 - KINGSBOROUGH VILLAGE

Venue:	Microsoft Teams	
Date:	Wednesday 11th of October 2023	
Time:	5:30PM	
Present:	R Milthorpe	(Block A)
	B Barratt-Browne	(Block A)
	A Qureshi	(Block B)
	M Bently	(Block B)
	R Weeks	(Block C)
	N Southwell	(Block D)
	B Rayer	(Block D)
	M Knaus	(Block E)
	C Montemayor	(Block E)
Apologies:	M Miko	(Block C)
In Attendance:	K McIntyre	Strata Manager, Vantage Strata

MEETING FORMALITIES

1. **Attendance and acceptance of apologies**

   There were no conflicts declared and the meeting proceeded at 5:30PM. C Montemayor (Block E) be noted as Chairperson for the purpose of the meeting.

2. **Previous Minutes (adoption)**

   The meeting confirmed the minutes of the meeting held 30th of August 2023.

AGENDA

3. Building Manager Report

Building Managers report will be circulated to all Blocks once completed.

C Montemayor raised that the report would provide valuable information for individual blocks and asked if the reports could be taken by individual committee's and presented as part of the minutes for the individual Blocks. The view of the committee was that the reports were presented to the EC of the CTS and that the individual Blocks could utilize and present as they see fit.

4. Action Items/Discussion Topics

a) ***Traffic calming***

VS presented 2 formal proposals and 1 informal proposal as follows:
RD gossip $4000 including GST.
Quantum Traffic $4400 including GST.
INDESCO with a fee of $6600 including GST.

EC has approved to proceed with RD gossip as they fully understand the scope of work and it's within the budget. It was agreed that A Qureshi would attend the site inspections with RD Gossip and the Building Manager to provide context on the ongoing traffic management issues.

b) ***Visitor Parking Signage***

Quotes obtained from CRSS and Capital Sign Works of signage specifying 3-hour car parking restrictions.

EC prefers to go with Capital Sign Works as per the sample shared by C Montemayor. EC has also authorized building manager to place notices on cars abandoned in the parking lot, cars parked in locations not designated for parking and for wrongly parked at disable parking. The same rule applies for EV charging stations for non-intended parking.

c) ***Electric Vehicle charging in the Visitor car Park.***

VS informed that EV charging stations are live. VS has shared with EC the proposed signage locations by ActewAGL.

EC is only agreeable to have the signage installed at the parking lot of the EV stations. EC has agreed to put up signage for non-intended parking and notices will be placed on the car as identified by the building manager.

d) ***Cleaning of Channel Drains on Driveway***

Follow up has been sent for the completion of works.

EC highlighted that the drain covers welding was removed to facilitate the cleaning and thus to expedite the cleaning works. EC has also mentioned that the loose drain covers are generating noise and must be welded back.

VS will ensure all the cleaning works are completed prior to having the drain covers welded back.

e) ***Signage Quote for CTS Areas***

The signage picture taken from block A was provided by EC to VS as an example to be given to the vendor.

Rubber Stamp & Signs came for site visit for quoting which is still pending and Sign Works has quoted but waiting for the example to be given for EC's consideration. Location for the signage to be discussed and confirmed later.

EC has requested VS communicate with the residents that the purpose of installing the signs is as a courtesy to remind them that community safety is important and therefore it is not safe for the children to play in the driveway.

f) ***Planting Along the Causeway and Parbery***

Comparison quotes requested for the causeway verge rejuvenation from All Seasons and other suppliers. All Seasons has quoted for lawn rejuvenation for $5,500.00. It has been confirmed that All Seasons maintenance contract doesn't include plant replacement.

EC has requested VS to get a comparison quote for the plant replacement to budget for the next financial year as EC acknowledges that there's no provision in the budget for it. EC has also requested VS to conduct an audit on All Seasons maintenance scope and share the findings with EC.

g) ***String Lights***

Work order has been sent and follow up sent for confirmation of when works will occur.

h) ***Social Media***

So far there's no response by anyone to take up the face book page admin role and the closure of the account will be discussed in the next meeting if it is status quo.

i) ***Block D Playground***
EC decided to explore the options of having the playground in block D as a shared facility and investigate the maintenance cost. Findings regarding costs of maintenance contributions for each of the Kingsborough blocks to be shared with all the blocks for further discussion in the upcoming meeting.

5. Business and Items off the floor

CTS electricity situation.
VS updated that ActewAGL came to site but attended to the wrong thing and we need to get them to come for a site visit. It was requested that Vantage would provide the correspondence between Vantage and the provider.

VS to follow up status for the registration of CTS Rules and whether it can be circulated.

Progress of the maintenance work for the communal benches. EC updated that Thors Hammer is waiting for some of the timbers on the table and chairs between Block B and D to dry. These could have been potentially damaged due to the insurance work scaffolding which left them damp over a long period of time and caused the wood to rot. Thors Hammer will come back in 6 months to check on it.

Line marking quote has expired and need to be revised.
VS has requested the revised quote and will send it to the EC once received.

Quotes for CCTV system upgrades.
EC has agreed to proceed with the quote provided by Smart Design for the upgrades of the CTS server.

EC has requested a policy or guidelines for who is authorised to access CCTV footage to be presented to EC at the next meeting.
VS informed that the current practice is that if any incident occurs it must be reported to police and the building manager will share the footage with the authority.

6. Next Meeting (date)
It was decided that the next meeting date would be proposed to EC via emails.

EC has requested for the agenda and other supporting documents such as quotes to be sent to them at least a week prior to the meeting.

7. Meeting Closure
With no further business the meeting closed at 7:33pm.

MINUTES OF THE
EXECUTIVE COMMITTEE MEETING
OF CTS32 - KINGSBOROUGH VILLAGE

Venue:	JEGA's office - Dawes Street AND Zoom Teleconference
Date:	Wednesday 22nd February 2023
Time:	5:30PM
Present:	R Milthorpe (Block A) K Wijnberg & A Wijeyeratne (Block B) R Weeks & M Miko (Block C) N Southwell (Block D) M Knaus & C Montemayor (Block E)
Observers:	M Miko (Block C)
Apologies:	A Kerr (Block A), B Rayner (Block D)
In Attendance:	J Smith - Group General Manager, Vantage Strata K Gregerson - Senior Strata Manager, Vantage Strata

MEETING FORMALITIES

1. **Attendance and acceptance of apologies.**

   Apologies were received from A Kerr and B Rayner. There were no conflicts declared and the meeting proceeded at 5:35PM. N Southwell acted in the role as Chairperson in B Rayner's absence.

2. **Previous Minutes (adoption)**

   The meeting confirmed the minutes be confirmed from the meeting held 11th January 2023.

AGENDA

3. **Reports:**

a. ***Chairperson Report***

Several issues have been dealt with through the past 6 weeks, most of which will be touched on further through the agenda items. The appointment of the new Building Manager has been a success particularly given the disruptions occurring through the insurance rectification works which are still ongoing.

We have been trying to get ACT Waste focused on our current waste disposal needs, particularly around the Commercial waste disposal. Vantage Strata will continue to pursue. Block A's waste room will be ready for use once Maiden Cleaning have relocated their cleaning equipment in Block D's waste room.

b. ***Treasurer Report***

The community title finances appear to be tracking well. As of 31st January, the cash at bank was approximately $92,000.00 and the Sinking Fund was approximately $22,500.

Currently there are sufficient fund to complete the projects to be considered, installation of Traffic mirrors, 'No Entry' signs and the repairs to lighting issues.

Subject to approval by the Executive Committee, installation of traffic calming devices to the entry and exit driveways may be afforded within the current period also.
Following a review of the proposal by the subcommittee, quotes for these works should be available any day soon and will then be presented for review.

Last year, the striking and payment of levies caused a problem with a number of blocks because of the alignment of AGM's being out of sync. The Executive Committee may like to consider bringing forward the EOFY year date for the CTS to the 30th April – this will mean the levies approved at the CTS AGM can be incorporated in the forthcoming year for each of the individual Units Plans. Should the change be agreeable, this will require a General Meeting of the members of the CTS.

Regardless of the change of date proceeding or not, the Executive Committee has been requested to identify a list of projects for the Community areas by the middle of March, which they would like to see completed in the upcoming year. Once this is established, Vantage Strata can seek costings, and consider at the next Executive Committee Meeting in Late March.

c. ***Secretary Report – Vantage Strata***

Nil items to raise in addition to those which are presented as individual items within the agenda.

d. ***Building Manager Report – Vantage Strata***
M Miko suggested in relation to the Building Manager's report that it be amended to be laid out in the same manner for each of the tasks (i.e. including a heading for each Block, even if that task is irrelevant to that block for the month.) This layout may aid in ensuring that none of the Blocks feel as though something has been missed or identify areas that might need future consideration by those blocks.

4. *Action items:*

a) Convex mirrors

Two quotes have been received for installation of convex mirrors. B Rayner's recommendation is to proceed per the recommendation of the Facilities Manager at Vantage Strata – Hymaintenance in the value of $725.00 + GST. The meeting noted that correspondence should be sent as a courtesy to the owners of the properties where the mirrors will be attached upon the common property wall.

b) ***No entry Signage***

Two quotes have been requested however only one has been received from Signworks. The meeting agreed that once the quote from Integrity is received, the Strata Manager is to accept the cheapest quotation.

c) ***Community lighting***
There are two separate lighting matters to be addressed – both of which have only been quoted by one of the two contractors approach, with the second quote still pending.

-Task one includes 2 x Street lights, flashing planter box lights and 3 wall lights
Maritex (QU8010) - $6,495.50 including GST

It was noted that each of the street lights are approx. $2000 in value – and these have been damaged by vehicles. It was requested that a claim be lodged against the CTS Insurance Policy. Vantage Strata noted that as there is not a confirmed date of loss or minimal supporting evidence to substantiate the accidental damage claim, there is no guaranteed it will be accepted, also if the lights were damaged as separate incidents, individual claims will be required for each and will attract multiple excesses, these would also be historical claims as the covering policy at the time of the incident has now expired. However, a claim can be submitted for consideration. R Milthorpe noted that A Block minuted the incident in one of their meetings, potentially from 2019, and she would look back over the records. The Strata Manager noted that regardless of a claim being accepted, all lighting repairs need to be undertaken – the Executive Committee authorised Vantage Strata to proceed to accept the cheapest of the two quotes once Switched on Electrical have submitted their proposal.

-Task two involves necessary investigation & provision of a quote for the overhead lighting (string lights) between 80/20 Café & Parbery Lane
Maritex (QU6727) - $825.00 including GST
The Executive Committee authorised Vantage Strata to proceed to accept the cheapest of

the two quotes once Switched on Electrical have submitted their proposal.

d) Cleaning of tiled areas

The Executive Committee have accepted the quote from Maiden Cleaning for the initial clean and ongoing servicing at three-monthly intervals for a twelve-month term, and then re-assess. The meeting noted that due to the positioning of scaffolding and exclusion zones pertaining to the insurance repairs upon Block B – it would be necessary to wait until these works are completed first, prior to having the clean undertaken.

e) Traffic Calming Solutions

A proposal has not yet been received from WNA Constructions. Vantage Strata is to confirm if WNA are qualified traffic engineers and/or their qualifications is this area. The Executive Committee have previously discussed the costs associated with engaging a traffic engineer and it was deemed not viable at that time.
The decision will be deferred to the next meeting pending a proposal from the contractor .

The Executive Committee recognise that the traffic can cause angst among residents and note that those who do not drive with the required caution pose a safety risk.
M Knaus noted that the previous costs from Indesco Pty Ltd are approximately $2,200 for a concept design and a further $2,000 for a finalised design. M Knaus will share the quote with the Strata Manager who will seek an updated proposal and this together with the proposal from WNA Construction for Ben's proposed measures will be considered at the next CTS EC meeting if available.

f) Timber Furniture
Thor's Hammer have been approached to quote on the restoration of timber furniture but have not yet made contact with the Building Manager nor provided their proposal. This is being pursued by the Strata Manager and will be provided to the Committee when received.

5. Decisions Out of Session (ratification)

Nil.

6. General Business and Items off the floor.

a) Defibrillator
An insurance Claim has been lodged for the replacement of the stolen item.
The suggestion of relocating the defibrillator to a more noticeable position was discussed, of particular consideration was the opposite side of the wall at the base of the Warehouse stairs next to CycledElic Alley. There was concern raised that CCTV coverage may not be as clear in this location as it is in the current position.
The meeting acknowledged that the claim had been lodged and provided direction that the re-installation should occur with the item being placed back in the current location, and further thought would be given to relocating the item in future.

The Strata Manager is to enquire with St John if there is any free training provided once the replacement item is purchased.

b) End of Financial Year Change for the Community Title

Per the item raised under the Treasurers report – B Rayner has asked the Executive Committee members to consider the need to bring forward the EOFY to 30th April in order to better align the individual Unit Plans EOFY dates with the CTS date to which will allow each individual Block to receive their annual contribution figures prior to presenting their proposed budgets and contributions falling due.
All Executive Committee members were understanding and in agreement with this. A General Meeting of the Community Title would be convened to formally vote on this matter.

c) Projects for the pending Financial Year

The meeting discussed the need to establish a list of projects to be undertaken in the next financial period, so that proposed costs can be sought prior to establishing the budget, and therefor they can be accounted for in terms of expenditure and need of priority. All Committee members with projects they wish to propose need to have these submitted to the subcommittee prior to the end of the month so that Vantage Strata can commence seeking proposals. This will be discussed further at the next CTS Executive Committee meeting.

d) Rules

B Rayner is reviewing an example of Community Title Rules and will further raise this matter when he has completed the review. C Montemayor has also provided draft Rules to B Rayner and will share this with the other Executive Committee members for their review. It is the aim of the Committee to establish a set of Rules related specifically to the needs of the Kingsborough Village Community.

e) Parking

The meeting discussed ongoing parking issues within the visitor parking space. The Strata Manager noted that notices have been issued to repeat offenders and have proven to be effective to date. Vantage Strata to follow up the proposal from parking companies such as Wilson to provide parking measures in the area*.)*

Other business:

Taylr Services – Parcel lockers

J Smith provided further information and costings regarding the service offered by Taylr, following on from the last Committee Meeting. A disclosure was noted regarding the connection between Chris Miller of Vantage Strata and Candice Miller of Taylr. There are no financial benefits received by Vantage Strata, however Chris and Candice are related. J Smith explained that the Taylr Parcel Locker system is similar in operation to the Australia Post system however the locker system is utilised by all courier companies, not just one. Taylr representatives work with all couriers to provide education and training for system operation. Talyr is also connected to a digital marketplace and can provide discounts on

other professional services including linen hire, mechanical asset servicing, carpet cleaning etc… with the variety of connections continuing to increase. The Parcel locker system also provides an ability for lock boxes to be built into the lockers, which is likely to be a suitable arrangement for short term leased properties. Vantage Strata will circulate a copy of the proposal with the meeting minutes.
The committee may consider this as a future project but have not made a decision to proceed at this time.

Gardening contract - All Season's –
The maintenance of verge areas has been noticed as needing attention, with the main area of concern being the gardens along The Causeway. Strata Manager will investigate the scope under the current contract and ascertain if this area should be maintained under the current contract or not, and a quote is to be obtained if the work is not currently included within their service agreement.

7. **Next Meeting (date) –**
The next CTS Executive Committee meeting will be held following the General Meeting which will be held on the 29th March at 5:30PM, via Zoom and in the office of JEGA, to vote on moving forward the EOFY date for the CTS.

8. **Meeting Closure –**

The Chairperson thanked those in attendance and closed the meeting officially at 6:48 PM.

MINUTES OF THE
EXECUTIVE COMMITTEE MEETING
OF CTS32 - KINGSBOROUGH VILLAGE

Venue:	JEGA's office - Dawes Street AND Zoom Teleconference
Date:	Wednesday 11th January 2023
Time:	5:30PM
Present:	R Milthorpe & A Kerr (Block A) K Wijnberg & A Wijeyeratne (Block B) R Weeks & M Miko (Block C) B Rayner & N Southwell (Block D) M Knaus (Block E)
Absent:	C Montemayor (Block E)
Observers:	J Weeks (Block C)
Apologies:	Nil

In Attendance:	J Smith	Group General Manager, Vantage Strata
	P Gregerson	Building Manager, Vantage Strata
	K Gregerson	Senior Strata Manager, Vantage Strata

MEETING FORMALITIES

1. **Attendance and acceptance of apologies**

   Nil - apologies received. There were no conflicts declared and the meeting proceeded at 5:35PM.

2. **Previous Minutes (adoption)**

   The meeting confirmed the minutes be confirmed from the meeting held 23rd November 2022.

AGENDA

3. Reports:

a. ***Chairperson Report***

At the beginning of December 2022, the Building Management services changed from Inside Outside Facilities Services (IOFS) to Vantage Strata. The change has gone smoothly overall with a few hiccups along the way, but everything appears to be settling into a good routine.

The Building Manager's office has been completed as far as the fit-out requirements, the cost of the task being $11,280 which was within budget. There are a couple of outstanding tasks to complete prior to the room being it for use, this includes changing the lock on the entry door which is currently operating on the D Block service key system, and installation of the key safe. Vantage Strata has engaged ASI locksmiths to re-key the entry door, and the key safe is pending installation 12th January 2023.

Vantage Strata are to notify LJ Hooker once the new Building Manager's office is fit for purpose, that the former Building Manager's office is being handed back to Block A, and that they will need to organise waste collections with ACT No Waste and SUEZ for garbage and recycling.

B Rayner noted that he has established a good working relationship with P Gregerson and commends him on the great works undertaken so far.

Ongoing items -

Signage for exit driveway: *further discussion with R Weeks has confirmed that no application/approval is required prior to signage and traffic mirror installation which will act to aid visibility for those exiting the laneway.*

Lighting issues *– there are several garden lights not working, Vantage Strata have arranged for Maritex to attend and repair.*

Traffic issues - *these will be considered by the subcommittee going forward, and it is the intention that some proposals will be available for presentation at the next EC Meeting in relation to this matter.*

b. ***Treasurer Report***

Currently the financial statement reflects the balances as follows:

Admin Fund *$107,115.79*

Sinking Fund *$22.528.36*

Cash at bank *$129,644.15.*

Having reviewed the current figures, B Rayner noted that the outstanding payment in relation to the Rates notice which was previously in dispute ($9,312.51) has not been accounted for within the above balances.

A number of December invoices for services agreements have not yet been received, to which the estimated value is $15,000.00.

B Rayner noted the desire for the accounts to be audited at the end of financial year.

The Executive Committee was requested to identify projects which are considered important to proceed in the coming months, so that the required funds for such projects can be accounted for in the next proposed budget.

c. ***Secretary Report – Vantage Strata***
Strata Manager has been notifying EC of any issues arising as they unfold. Updating the Smartsheet's for individual blocks and the community collectively has been a priority for multiple parties within the Vantage Strata team over the past 4-6 weeks.
No incidents of an urgent nature to report.

d. ***Building Manager Report – Vantage Strata***
B Rayner noted that a comprehensive report had been received, and all committee members were happy to see the level of detail captured, and they look forward to continued reports in future. B Rayner commended P Gregerson for his efforts in caring for the guest who was unwell as noted in the report.
It is anticipated that the new Building Managers office is expected to be ready for occupation during the week commencing 16/1/2023.

The matter of the stolen defibrillator was raised – K Gregerson noted that a request for replacement cost has been sent to St John Ambulance. This will be compared against the insurance policy excess once received to determine if a claim is worthwhile.

The ongoing issue of items stored/discarded on top of the storage cages was addressed – with the main concern being interference with the fire service lines in the event of an emergency.
K Gregerson noted that for Block D, Vantage Strata has reached out to all individual residents who had items atop the cages, with a photograph for the unit and a clear request to remove said items. The meeting agreed that the same approach should be repeated through all blocks to keep communications consistent. K Gregerson will reach out to LJ Hooker Strata with a request that they implement similar methods for blocks A and C.

The matter of fire alarm alerts was raised, and concern was expressed that during Fire Brigade attendance during the week commencing 2nd January 2023, the respondents who attended left without re-setting the exhaust fans in basement of block D. P Gregerson is to ensure that notices are still in place on all necessary FIP's to remind the Fire Brigade team to re-set the exhaust fans in all relevant areas. P Gregerson will check all FIP's o ensure relevant signage is in place.

A query regarding on charging cleaning costs was raised, in particular in relation to an incident where an Air BnB guest was sick in a communal bathroom, and whether costs for this should be passed back to resident/owners or borne by the CTS. K Gregerson confirmed no costs received at this stage, but typically the charges would be passed back to owners to on-charge their tenants.

A query was raised in relation to the lack of use of the on-site Australia Post parcel lockers, and concern for the number of packages being left in areas with open access to the general public which encourages theft. The meeting noted that the parcel lockers are only able to be used for packages sent via Australia Post and Star Express, and possibly one other provider, but that not all couriers would deliver to them.
M Knaus undertook to re-share the information pertaining to procedures for use of the on-site facility, as there are particular steps which need to be followed to ensure safe delivery to the parcel locker.
B Rayner noted the possibility of seeking a proposal from Taylor, who maintain a connection to Vantage Strata, and can provide a parcel locker service which is not restricted to particular couriers. J Smith will follow up this proposal and bring to the next CTS meeting if available prior to that date.
The meeting noted it was necessary to carefully consider how the Committee members prioritise and compare this task and associated cost against other action items already on the horizon.

K Wijnberg noted an increase in residents/guests taking advantage of the disabled parking spaces in the visitor parking area under the B Block Warehouse, and raised the query of asking the Building Manager to place notices on vehicles which are not following expected behaviour (i.e. parking in disabled spaces without a disabled permit displayed, long-term parking in a visitor space, and residents using the visitor parks if they have more vehicles than allocated parking spaces).
The meeting addressed the matter giving particular thought to the inability of enforcing infringements or actions against those in breach of the expected behaviour.
It was noted that there was a previous request to seek quotes for parking patrol services of the area in question from providers other than Wilson Parking, Vantage Strata to follow up with other service providers.
In the interim, the Building Manager is to monitor this area and report concerns to the Strata Manager who will reach out to those displaying questionable parking behaviour.
The meeting further noted that any external providers will attract additional costs for their service, and those present were asked to consider if they were willing to pay for actions such as towing/removing vehicles and or wheel clamping etc, the majority present determined this was not a feasible cost, and it was therefore determined that Vantage Strata would draft a notice for the Building Manager to place on vehicles, and also send a general reminder to all residents within the community to encourage good behaviour and consideration of others when it comes to parking in the shared area.

4. Action Items/Discussion Topics:

a) *Scheduled repairs and maintenance*
Nil items raised under this agenda item.

b) *Cleaning of community areas*
B Rayner spoke to the proposed scope of works which had previously been distributed to the CTS Committee, and sought feedback on the action items noted. Those in attendance were in agreement with the proposed scope.

The suggestion was for Maiden Cleaning to provide a quote to undertake the required services until the end of their current contracts at Blocks B, D & E, then to go to tender with Maiden and additional providers for services past the expiry of the current contract terms. The meeting agreed with this approach.

One of the required tasks identified within the scope was clearing the build-up of leaf debris in driveway drains was discussed in detail with the meeting agreeing on the need to clean all such drains. It was mentioned that, due to past complaints of noise and vibration, the middle sections of the grates over each drain have been welded down to minimise noise disturbance.

K Gregerson noted that Vantage Strata have identified two tasks within the scope which could potentially be undertaken as part of the Building Managers duties, in a bid to keep additional cleaning costs down. However, K Gregerson further noted that the Committee have previously expressed a desire to evaluate and reduce the hours required within the Building Management contract from 30 per week to what is deemed reasonable, with a view to reduce annual contract costs, therefore increasing the duties for the Building Manager to oversee will have an impact on the ability to decrease hours in this regard. K Gregerson will arrange to meet with B Rayner regarding this matter. A Wijeyeratne noted that it would be best practice to seek a proposal from Maiden to include each of the 4 items identified within the scope B Rayner had provided, as well as seeking a proposal for the 2 items Vantage Strata cannot perform as part of the Building Managers duties, so that a fair comparison of costs can be undertaken.

c) *Insurance renewal due 29/1/2023 – Proposal received from CHU.*
The meeting agreed to accept the insurance renewal proposed by CHU at the rate of $8,584.05. Vantage Strata will provide instruction to the insurance broker to bind cover per the proposed terms. It was noted that only one proposal could be provided by the broker, and therefore the Executive Committee were not able to consider other options.

5. Decisions Out of Session (ratification)

Nil.

6. General Business and Items off the floor.

***Window cleaning**: R Millthorpe raised that some years ago, there was agreement within the community for all blocks to co-ordinate window cleaning services in a bid to save costs, with each block responsible to pay for their own service. This has fallen away within the past year or so with some blocks organising works individually. The meeting agreed the reasons why this has occurred and further agreed it was in the best interest of the Community to revert back to the original agreement. The meeting also noted that it is beneficial to tie-in spider spraying services with the window cleaning to help minimise cobwebs in the hard-to-reach areas including window frames and the groves between panel joints.*

K Gregerson confirmed Touchdown will provide both services. Vantage Strata is to start seeking quotations in June 2023 for spider spraying and window cleaning throughout all blocks (pricing to be itemised per block) with a view for works to be undertaken in September/October 2023.
B Rayner will meet with P Gregerson to identify all windows which require cleaning and confirm those not to be included.

Request for function: *Parbery Lane has sought permission to host a function for the Hottest 100 countdown, a proposal was received for the event including attendance of a food truck and potential marque.*
The committee noted their approval conditional that they are responsible for all clean up, and adhere to the access Canberra decibel guidelines. Parbery Lane are also to advise residents within the community of the event. K Gregerson to speak with B Rayner to compose response.

Timber tables and chairs: *J Smith noted that the current condition of the communal timber chairs and tables are beyond the ability of the Building Manager to restore back to a satisfactory condition, with ongoing upkeep/maintenance to then be taken on board as part of the ongoing services within the Building Management contract.*
Vantage Strata will seek a proposal for restoration for Thor's Hammer, and share with the Executive Committee for direction. The cost of purchasing a wire brush and oils/applicators will be covered by the CTS for future upkeep past the restoration currently required.

Gardening: The landscaping in The Causeway are looking rather bleak and unkept. The meeting discussed who is responsible for the upkeep beyond the boundary of the complex, and it was agreed TCCS maintain this responsibility, but it is not generally maintained by them and therefore falls back to the Community Title. Vantage Strata is to seek quote from All Seasons for the missed areas along the causeway and present this to the Executive Committee.

7. **Next Meeting (date) –**

The next meeting will be held Wednesday 22nd February 2023 at 5:30PM in the JEGA office

and via ZOOM.

8. **Meeting Closure –**

B Rayner thanked those in attendance and closed the meeting at 6:23PM.

MINUTES OF THE
EXECUTIVE COMMITTEE MEETING
OF CTS32 - KINGSBOROUGH VILLAGE

Venue: JEGA's office - Dawes Street AND Zoom Teleconference

Date: Wednesday 29th March 2023

Time: 5:30PM

Present: R Milthorpe (Block A)

A Kerr (Block A)

K Wijnberg (Block B)

B Rayner (Block D)

N Southwell (Block D)

M Knaus (Block E)

C Montemayor (Block E)

Observers: J.F & W.L Madden Pty Ltd (Block B), A J Broome (Block E), C Ng (Block B), RIG Developments Pty Ltd (Block B), S Davis-Meehan (Block B), B D Murfin (Block D), S Schechter (Block A), D M Steele (Block B), M Bentley (Block B).

Apologies: R Weeks & M Miko (Block C) and A Wijeyeratne (Block B)

In Attendance: P Dhingra - Strata Associate, Vantage Strata

K Gregerson - Senior Strata Manager, Vantage Strata

MEETING FORMALITIES

1. **Attendance and acceptance of apologies.**

   Apologies were received from R Weeks & M Miko (Block C) and *A Wijeyeratne (Block B). There were no conflicts declared and the meeting proceeded at 5:42PM. B Rayner (Block D) be noted as Chairperson for the purpose of the meeting.*

2. **Previous Minutes (adoption)**

The meeting confirmed the minutes be confirmed from the meeting held 22nd February 2023.

AGENDA

3. **Reports:**

a. ***Chairperson Report***

B Rayner discussed that during the past weeks the committee have been working on House Rules and preparing a draft budget for the year 2023-24. It was noted there have been difficulties for several repairs and quotes. Following removal of scaffold from CT areas outside block B, Thor's Hammer has been approved to maintain outdoor timber furniture. The cleaning has been deferred until shophouse scaffold is removed. The meeting acknowledged the current Building Management improvement, and is to be noted, the contract is for 12 months and expires in December this year. The committee will need to consider and review the current contract. It was also acknowledged the General Meeting agenda has been a significant topic of discussion and has taken up considerable time.

b. ***Treasurer Report***

The community title finances appear to be tracking well. As of 28th February, the cash at bank was approximately $93,724.30 and the Sinking Fund was $22,528.36.
It was noted, rates have not been accounted for yet and would come up in March and will impact these figures. The ACT rates issue is resolved and there are no arrears moving forward.
The draft budget for year 2023-24 is being prepared, for proposal at AGM, which would be sent to committee members for review and comments. The matter of the asset register will need to be considered and if desired to proceed, a revised quote would need to be obtained. Individual blocks have been requested to identify Future community title projects however no reports have been received to date.
B Rayner proposed future projects including repainting of the driveway, CCTV upgrade, bollard installation for protection of driveway lights, Motorbike parking areas, traffic management whether we need to engage consultant for traffic calming devices and replanting causeway verges.
It was advised if there are any other projects, individual blocks like to be considered it should be sent to B Rayner within the next week, as he is leave until middle of May.
C Montemayor (Block E) raised a potential project for addition of bins to the communal areas. Discussed in detail under general business.

c. ***Secretary Report – Vantage Strata***

K Gregerson noted the monthly Building Manger's report is currently being prepared and would be sent within the next two weeks. Also followed up on number of outstanding quotes that we are having difficulties in obtaining.
It was confirmed that it would be ideal to hold the AGM no later than the end of June 2023. For the final budget figure to be decided upon all financial issues will need to be resolved and B Rayner will send the draft budget to the committee for their review and decided upon prior to the next meeting. Nil items to raise in addition to those which are presented as individual items within the agenda, to be addressed.

4. ***Action items:***

   a) ***Traffic calming***

   Awaiting quotes from WNA Construction – Updated price from Indesco was requested and they have responded noting they are not able to assist due to their current workload. Indesco have recommended Quantum Traffic and RD Gossip. Strata Manager to send the quote request to the recommended trades.

   b) ***Wombat Crossing and Speed Humps***

   A quote has been requested from WNA Constructions but not yet received, several attempts have been made to follow up. Second quotes have been requested.

5. **Decisions Out of Session (ratification)**

   Timber Furniture

   Thor's Hammer's quote for $472.50, and 6 monthly maintenances has been approved and given a go ahead. Strata Manager to seek the time frames for the approved tasks, once dates are provided, ensure it is notified to all residents.

6. **General Business and Items off the floor.**

   a) ***Motor Bike Parking – R Milthorpe Block A***

   A concern was raised regarding the motorbikes taking up the entire parking spot, and noted there is not much that can be addressed for this issue. A discussion was held around motorbikes parking in car spaces and the possibility of having dedicated motorbike parking spots. Some suggestions around these issues were- to remove bike racks, alleviate concerns by having Facebook page, establish terms and conditions of parking area. Residents could be notified the appropriate use, outlining the expectations of parking spaces being for visitors only. It was suggested that a sign could be put up, highlighting this area is only to be used for visitors. Vantage Strata to follow up the proposal from Wilson to provide parking measures in the area. A competitor was approached for this however they confirm they unable service the area due to the size. Strata manager to draft a letter and sent it to EC for approval.

   b) ***Contact With Children (Minors) By Adults - R Milthorpe Block A***

   A discussion was held around residents communicating with minors around the complex. This resulted from a request that adults be prevented from contact with children and instead raise issues directly with the children's parents. It was stated that this matter was not an Executive committee issue and is instead a parenting matter as children should be accompanied on common property so adults approaching unaccompanied minors should not occur. Furthermore, it was bought to the committee's attention that in most instances parents were not supervising children on common property as is required under the by-laws. It was noted that rules cannot be enforced to prevent adults speaking to others regardless of age. A Kerr and R Milthorpe would report back to the resident who raised the query and advise that children are to be always directly supervised in communal areas.

c) ***Bins on Communal areas for pet waste – C Montemayor – Block E***

A bin was placed on Block E common area for pet waste by the residents, Block E, EC allowed it to remain and organised emptying of the bin by the cleaners twice per week at an additional cost. Suggestion to have bins on Community Title land would ensure tidiness as currently coffee cups, gloves, beer bottles, lots of excess waste/litter is being discarded.

It was suggested to have 2 or 3 bins across the community Title land, one specifically to the centre/restaurant areas, which may inhibit incorrect waste disposal. As there are constraints around caution on how to lift the bin into the hopper and weight considerations and the bin lifter are required, only a pet waste bin or a small domestic size bin could be placed. C Montemayor offered further investigation and options. All Executive Committee members were understanding and in agreement with this.

d) ***Noise & Behavioural complaints***

There have been complaints raised to the strata, surrounding ongoing kicking of balls in the playground area which not only creates noise but also has potential to cause damage to the building. The meeting discussed the Committee are not in support of banning playful behaviour, however it was noted to canvass community about these noise disturbances. The By-laws cover the prevention of such occurrences, to enforce adherence a draft communication could be sent to the EC for approval, noting certain sports like basketball, soccer ball, skateboards etc are not permitted to be played on communal areas including playgrounds. It was acknowledged breaches of By-laws where individual cannot be identified, the incidence must be lodged with date and time so it could be tracked and followed up. The By-laws to be placed in the communal notice board.

e) ***Lockboxes on Common Property & Individual Blocks***

The meeting discussed, recently, Block E have implemented processes around lockboxes on common property and addressed those which were remaining. The core issue for E block was related to position and lack of approval to place these on common property more than the security. It led onto factor of exposure of common property, outside people to access the building and that there was a theft from a lockbox. Block B have begun process to enforce removal of non-approved lockboxes. Adoption for a standard to be implemented across the complex was advocated to avoid any disputes of advantage. It was convened that Community Title will not accept lockboxes on common property, and if any found, it would be removed. Building Manger to take photos of any lockboxes on common property and notices to residents should be sent to remove it within 2 weeks.

f) ***Fob audits – Block B***

The meeting discussed that multiple blocks are keen to undertake fob audits, with some blocks having reached out to seek quotes from service providers to complete the task. There was discussion surrounding having the Building Manager complete this job, however the Strata Manager confirmed that we are still seeking support from Smart Design with the necessary access and instructions on the access system so that we can complete this work.

g) ***Defibrillator training***
The meeting noted that 5 free training passes have been granted for 5 individuals to watch an instructional training video on how to operate the defibrillator. It was also noted that the defibrillator will talk people through step-by-step instructions in the event of being required for use.
Vantage Strata are to draft a notice to residents offering the opportunity to express their interest to join in watching the training videos, and this message can be shared on social media by M Knaus and sent via Building Link to all residents.

7. **Next Meeting (date) –**
The next CTS Executive Committee meeting will be held on the 24th May at 5:30PM, via Zoom and in the office of JEGA.

8. **Meeting Closure –**

The Chairperson thanked those in attendance and closed the meeting officially at 6:55 PM.

MINUTES OF THE
EXECUTIVE COMMITTEE MEETING
OF CTS32 KINGSBOROUGH VILLAGE

Venue:	JEGA's office - Dawes Street AND Zoom Teleconference
Date:	Wednesday 23rd November 2022
Time:	5:30PM
Present:	R Milthorpe (Block A) K Wijnberg & A Wijeyeratne (Block B) R Weeks (Block C) B Rayner & N Southwell (Block D) C Montemayor & M Knaus (Block E) J Smith & K Gregerson representing Vantage Strata
Observers:	K Hamilton (Block A), G Jayadevan, Don, A Chin Soon Jie & M Bentley (Block B), J Weeks (Block C), S Hunter (Block D), B Cohen (Block E)
Absentee:	Nil
Apologies:	A Kerr (Block A) M Miko (Block C)

MEETING FORMALITIES

1. **Attendance and acceptance of apologies**

   Apologies received and accepted from A Kerr (Block A) and M Miko (Block C). There were no conflicts declared and the meeting proceeded at 5:35PM.

2. **Previous Minutes (adoption)**

   Adoption and acknowledgement of previous minutes, being the minutes from the meeting held 19th October 2022.

   CARRIED

AGENDA

3. Reports:

a. ***Chairperson Report – Ben Rayner***

Subcommittee position paper - B Rayner spoke to the meeting about the subcommittee which was formed at the last CTS EC meeting. The objective of the subcommittee was to create an order of priority for the identified list of projects requiring finance/approval from the Community Title body. This was to be done in close review of the current budget and available funds allocated to each task. A position paper was finalised on 7th November 2022 and circulated to the CTS representatives. The main priorities being noted for completion in the current budget period including that establishment of a Building Managers office, purchase and installation of a key safe, repair and replace broken lights to the driveway and pedestrian access from Dawes St, Supply and install traffic mirrors to the driveway between Shophouse/Terrace and Block C Terraces, and cleaning of the Village Square area more thoroughly.

Strata Manager - It was further noted that since the last CT meeting, Vantage Strata had identified a new Strata Manager, E Aveyard, to take over duties from T Brissett. Unfortunately, that arrangement fell through as did the alternative Manager E Reinicke due to personal commitments.
Vantage Stata has arranged for K Gregerson who is an experienced and senior Strata Manager to fulfill the role until such time as another team member can be assigned in a full-time capacity. A welcome was extended to K Gregerson, and it was observed that J Smith, General Manager of Vantage Strata would continue to support the Strata Manager by maintaining his involvement with and connection to the Community Title as has been the case for the past 12+ months.

Building Management Contracts - B Rayner provided an update in relation to the change of Building Management contracts from Inside Outside Facility Services (IOFS) to Vantage Strata. This change will take place on 5th December 2022.
In preparation for the relocation of the Building Managers office currently in Block A to an alternate location, B Rayner met with K Wijnberg and D Capezio from B Block, and T Gowen & K Gregerson from Vantage Strata on 21st November. The proposed location in D block beside the swing/playground area was reviewed and deemed as being suitable and agreeable as a Building Managers office. Consideration has been given to the concerns raised of the potential desire for D Block to regain ownership of the space in the future, to which It was noted that the space contains air conditioning infrastructure for the adjacent commercial tenancy and can not be used for any other purpose aside from a storeroom, so it is unlikely that the Owners Corporation of D Block to have any other need for the area.

CCTV systems – Various reports tabled by M Farmer of IOFS over the past few months outlines that the Building Manager does not currently have all required access to the CCTV footage, it is somewhat restricted. B Rayner has asked Vantage Strata to contact Smart Design to ensure the incoming BM has the full required access going forward once the changeover of contracts hac occurred.

Cleaning of Community Title areas - A contract for cleaning of the community area is yet to be finalised. B Rayner has sought clarification Vantage Strata to understand what allowance the new Building Management agreement will provide for cleaning. Once the extent of that is clear, then a scope can be developed for required services to be undertaken by Maiden. B Rayner expressed a desire for this to be finalised promptly. Once the extent of the work to be performed by the Building Manager has been confirmed, the balance of works required will be quoted, and that quotation will be presented to the Executive Committee for review. The current budget for cleaning services is $9,880 with no expenditure against that item to date,

Communication - There has been substantial traffic on social media surrounding the hail damage rectification works which has identified a need for clearer communication to residents. Although notices were sent out, B Rayner suggested that emails may not always get through to the tenants in the properties. B Rayner suggested each Blocks representatives should work with the Strata Manager to establish a strategy to ensure effective communication is distributed to residents within their respective buildings.

b. **Treasurer Report – Ben Rayner**

Current Cash at bank $90,084.17
$69,279.81 – Admin Fund
$20,804.36 - Sinking Fund
All accounts that have ben presented for payment with exception of one have been processed.
The invoice on hold from Smart Design for retrieval of footage covering the carpark where a vehicle was stolen some months ago. The invoice value is $1,122.00. The request for footage to be made available was initiated by IOFS to Smart Design. Vantage Strata is to confirm whether there was a request for the footage from the AFP, but if not it is noted that Smart Design will need to re-direct the charges to IOFS as they gave the instruction without prior consent.

The matter of arrears from the ACT Revenue Rates notices for block 53 remain unresolved, however the quarterly instalments for blocks 43 and 55 that fell due in September have been processed for payment this week.

The quotation from Construction Control to a value of $11,280.00 + GST to convert the plant room into a Building Managers office, approx. $408 above budget. A resolution of D Block is required to establish special privilege, which will require a General Meeting to formalise the agreement.

B Rayner excused himself from the meeting at 5:48PM, noting that N Southwell would represent Block D for the remainder of the meeting.

J Smith of Vantage Strata noted the following items in addition to the Treasurers report:

Outstanding rates notice – J Smith was successful in negotiations with the ACT Revenue office upon submission of evidence that the postal address for distribution of rates charges had not been updated within the Revenue Offices database, despite Vantage Strata taking appropriate measures to update their records. As such, the ACT Revenue office has confirmed on Tuesday of this week their agreement to remove $218.13 of interest. Vantage have requested that the invoice be re-issued with a complete breakdown of what periods of time the charges relate to and whether there is any interest left owing. The balance owed is $8,205.78

A question was raised surrounding the possibility of paying the invoice in instalments. J Smith noted that Vantage Strata are waiting on the updated invoice to then determine the ability that the Community Title may have to either pay the account in full, or seek to make contributions to bring the account to a nil balance.

A question was raised in relation to the ability to push the argument to challenge the charges noting that the Revenue office seems to admit that the CTS and Vantage Strata are not at fault, but are still expecting to receive the interest penalty.
J Smith advised that we can look to push back further by taking the matter to ACAT, but we are waiting to receive the updated rates notice first.

A question was raised seeking further detail to the charges from Smart Design for retrieval of CCTV footage.
J Smith noted that due to a conflict (being that the vehicle which was stolen belonged to the Building Manager at the time, M Farmer of IOFS) Vantage Strata instructed IOFS that another member of their staff could retrieve the footage but M Farmer was not to do so. Vantage Strata did not issue instruction nor give consent for Smart Design to attend site and retrieve the footage.
All members present were in agreement that the charges are not a Community Title expense, and the costs should be directed from Smart Design to IOFS.

A query was raised by E Block in relation to a Sinking Fund Plan or strategy for future use of funds being collected. Vantage Strata confirmed there is an allowance for Sinking Fund expenditure ($6,269.12) but will review if there is a forecast in place and come back to the Committee with further response.

c. ***Secretary Report – Vantage Strata***
Need to agree on BM location and quote that's on the table.
J Smith informed the meeting of a current issue being experienced which is impacting availability of remotes/fobs globally, which is related to product supply issues. The remotes currently don't have the coil which allows them to act as both a remote and fob in one, so temporary arrangements are being made to negate access issues and when the coils are available, Smart Design will fit them into the necessary remotes with no additional charge.

d. **Building Manager Report – Vantage Strata**

J Smith confirmed the date for transition of Building Management contract is 5th December 2022. Vantage Strata are in the process of arranging a handover to occur in the coming week and T Gowen, Team Leader of the Building Management Department, is working hard to review the site and scopes included within the proposals. He will ensure there is a smooth transition, and once that handover takes place we will work to undertake a complete overview of the site, provide an Inaugural Building Managers report in due course which will serve as the basis for future reports. Over the next 6 months Vantage Strata will work to reduce the Building Managers hours to reduce the cost paid for that service. The new Building Manager Bernard will be introduced within the coming weeks, with the potential ability to establish a site meet and greet/walk around.

A question was raised as to what Vantage consider key risks in transition of Building Management.
J Smith noted that the key risks are data or information loss – i.e. any audits relating to access (keys fobs etc). Information will be received over the next fortnight and Vantage will review that information.
A question was raised in regard to how the communication will be handled to ensure a smooth transition, noting the current Building Manager is well known within the community and to residents.
J Smith noted that we will have a communication strategy to ensure residents are receiving information through Building Link, via notices in lifts etc. Vantage Strata will also ensure the contact information in BuildingLink is up to date.
The meeting requested a photo of the new Building Manager so a social media communication can be established also.

The Committee members noted the importance of minimal disruption throughout the transition period. Vantage have confirmed they will provide a weekly to fortnightly update in the initial month to the CTS EC members on how the transition process is going. Notification of the new point of contact will be shared with residents 24-48 hours prior to the changeover occurring. Vantage Strata will work to ensure all current preventative maintenance contractors are notified of the new contact information.

A query was raised in relation to the exchange of keys, noting the lack of key safe availability until the Building Managers office is ready for use. J Smith noted that Vantage Strata are able to house the keys in their office until a secure key safe can be installed. It was further noted that copies of all keys handed over will be made and kept on file and provided to the Committee upon request.

A further point was raised that clear information to residents needs to be sent about Building Managers responsibility, after hours points of contact, what the Building Managers hours are. The meeting noted this is the most significant transition the Community has had since changing Strata Managers, and the Committee want to ensure a smooth transition.

Block E Committee noted their interest in having a fob audit for the block and ensuring only Block E residents have access – looking to develop registers for moving in and out. The EC are hoping that the transition of Building Managers provides a good opportunity to undertake this task once the transition has settled.

4. Action Items/Discussion Topics:

Bamboo Undercover (Block E South Cunningham) -
There is a small strip of garden within Block E footprint of land but sit outside the gate – the E Block Committee are looking to seek alternative options and advice for what will be better suited to the area. If the gardeners can recommend a suitable alternative then the Committee will look to receive a quote. The E Block representatives were seeking confirmation on whether the area of land is CT responsibility, and whether consent is required at a CT level for any alterations. The meeting agreed that as this area is property of the E Block Units Plan, approval at a Community Tile level is not required.
Vantage Strata is to follow up quote from All Seasons Horticulture and share with the E Block Committee.

5. Decisions Out of Session (ratification):

Sub committee position paper:
Quote from Construction Control to fit out the new Building Managers office in the value of $11,280.00 + GST.
Concerns were noted for the potential risk of losing access to the space if utilising a space of Block D territory for Community Title purpose. J Smith noted that to allow this to be established properly, a resolution is required to establish special privilege, which will require a General Meeting to formalise the agreement. Written consent will be sought for the fit out from the D Block Executive Committee so that works can commence in the background and approval would be standing until a General Meeting can be established at a General Meeting, and the Special Privilege will need to be registered on title. The meeting noted their thanks to Block D for offering the use of this space.

Block B Committee had reservations about postponing traffic calming solutions and wanted feedback on inexpensive solutions to mitigate the issues in the interim. It was agreed that the representatives from each block would take the feedback to their individual committees for consultation on what the objectives are and what is the best outcome possible. Feedback to be brought back to the next CTS meeting for further discussion.

The financial subcommittee are to come back to the group with more information on expected expenditure, and at the same time the individual block representatives are coming back with their minimum expectations of traffic solutions.

The meeting agreed that the Treasurer and Strata Manager have authority to spend $12,000 for the Building Managers office and $1,200 on the purchase and installation of the key safe. The keys are currently in the Building Managers possession and will be moved to Vantage Strata's office until the safe is ready, following transition of contracts.

Building Management Agreement – Signature
The meeting agreed that the Vantage Strata Building Management Agreement be signed by the Chairperson.

6. General Business and Items off the floor:

K Wijnberg -
Permission is being sought from the committee for the Christmas tree and associated decorations to be installed in the same location as the previous year in late November/early December and brought down by 4th January 2023.

The meeting agreed to grant blanket consent each year for Christmas decorations, and any other pagan/religious/cultural decorations are invited to be included in the communal space on the Community Title. Annual permission is not required to be sought.

C Montemayor has established a draft version of updated rules and has shared with the Chairperson. These will be further reviewed in due course.

Due to the concerns with the cladding project and the impact the scaffolding is having on some of the residents, J Smith and K Gregerson are currently in discussions with the insurer and relevant parties to establish a community engagement meeting to address concerns throughout the B Block community. A similar type meeting will be required in approximately for February 2023 prior to the next stage of works commencing.

Vantage Strata to add contracts and the default rules to the CTS Building Link platform and look to establish access for each of the CTS representatives.

The meeting noted the need to ensure all CTS Committee Meeting minutes are distributed to all Owners.

Next Meeting (date):

The next meeting will be held on 11th January 2023 at 5:30PM.

7. Meeting Closure:

With all matters being discussed, the meeting closed at 7:02PM.

MINUTES OF THE GENERAL MEETING

OF THE OWNERS OF CTS 32

'KINGSBOROUGH VILLAGE'

THE CAUSEWAY, DAWES ST, PARBERY ST & CUNNINGHAM ST, KINGSTON, ACT, 2604

Venue: JEGA offices (D Block) and Zoom Teleconference

Date: Wednesday, 29 March 2023

Time: 5:30PM

Present: R Milthorpe (Block A)

K Wijnberg (Block B)

A Kerr (Block A)

B Rayner (Block D)

N Southwell (Block D)

M Knaus (Block E)

C Montemayor (Block E)

In Attendance: K Gregerson - Senior Strata Manager, Vantage Strata

P Dhingra – Strata Associate, Vantage Strata

Apologies: R Weeks (Block C)

M Miko (Block C)

A Wijeyeratne (Block B)

Observers: J & W Madden Pty Ltd (Block B), A Broome (Block E), C Ng (Block B), RIG Developments Pty Ltd (Block B), S Davis-Meehan (Block B), B Murfin (Block D), S Schechter (Block A), D Steele (Block B).

CHAIRPERSON, PROXIES AND APOLOGIES

The meeting opened at 5:32pm. It was ***resolved*** that B Rayner (Block D) be noted as Chairperson for the purpose of the meeting. Apologies from R Weeks (Block C), M Miko (Block C) and A Wijeyeratne (Block B) were recorded.

ADOPTION OF MINUTES

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

CHANGE OF END OF FINANCIAL YEAR

MOTION 2: It was **resolved** *that the Owners Corporation, by ordinary resolution, resolved to change the Financial Year end of the Community Title Scheme from 31 May to 30 April each year going forward.* ***CARRIED***

REVIEW OF BY-LAWS

MOTION 3: It was **resolved** *that the Owners Corporation, by Special Resolution, adopt and adhere to the By-laws as presented which are to be registered on title by Vantage Strata with Access Canberra which supersede and replace all other rules previously in force.* **CARRIED**

GENERAL BUSINESS

No General business discussions items were raised.

MEETING CLOSURE

With no further business, the meeting closed at **5.41pm.**

MINUTES OF THE GENERAL MEETING OF THE OWNERS OF CTS 32

'KINGSBOROUGH VILLAGE'

THE CAUSEWAY, DAWES ST, PARBERY ST & CUNNINGHAM ST, KINGSTON, ACT, 2604

Venue	Teams Meeting	
Date	Monday, 22nd July 2024	
Time	5:30 PM	
Attendees	R Milthorpe	(Block A)
	M Miko	(Block C)
	R Weeks	(Block C)
	A Priscilla	(Block B)
	A Wijeyeratne	(Block B)
	B Rayner	(Block D)
	M Knaus	(Block E)
	D Peyton	Vantage Strata
	C Fenwick	Signature Strata
Apologies	M Bentley	(Block B)
	K Nicholson	(Block B)
	N Southwell	(Block D)
Observers	B Murfin	(Block D)

1. CHAIRPERSON, PROXIES AND APOLOGIES

It was **resolved** that B Rayner (Block D) be appointed as Chair. No proxies were received, 3 apologies were received and noted. Noting that a quorum was present, the meeting was opened at 5:32pm.

MOTION CARRIED

2. ADOPTION OF MINUTES

Ordinary Resolution

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

MOTION CARRIED

3. INSURANCE CLAIMS (NEW OR OUTSTANDING)

No items were noted.

4. MAINTENANCE ISSUES (NEW OR OUTSTANDING)

No items were noted.

5. ADMINISTRATION FUND CONTRIBUTION

Ordinary Resolution

It was **resolved** that a contribution be determined to the Administration Fund equal to the sum of $278,643.00 plus GST, to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 23rd of August 2024, 21st of October 2024, 21st of January 2025 and 21st of April 2025.

MOTION CARRIED

6. ADMINISTRATION FUND EXPENDITURE BUDGET - AMENDMENT

Ordinary Resolution

It was **resolved** that the Administration Fund expenditure budget of $394,677.00 plus GST for the period 1st of May 2024 to 30th of April 2025 be adopted.

Note to the minutes: This amendment reflects the increase in annual costs for the new Building Management contract.

MOTION CARRIED

7. SINKING FUND PLAN (ADOPTION)

Ordinary Resolution

It was **resolved** that the Owners Corporation adopt the Sinking Fund Plan and make contributions to the Sinking Fund in accordance with the report.

MOTION CARRIED

8. STRATA MANAGEMENT AGENCY AGREEEMENT

Ordinary Resolution

It was **resolved** that the Owners Corporation of CTS32 "Kingsborough Village", agree to the following:

1. That Signature Strata Pty Ltd be appointed as Managing Agent, for a period of three (3) years.
2. That the Owners Corporation delegate to the Managing Agent all functions of the Owners Corporation (other than those prohibited by the Act) necessary to enable the agent to carry out the agreed services and additional services if required;
3. That the agent be authorised to open and operate a bank account on the owners corporations behalf on or after the date of this meeting;
4. That the Owners Corporation execute a written agreement to give effect to this appointment and delegation;
5. That the delegation to the agent is subject to the conditions and limitations listed in the agreement;
6. That authority is given for the Common Seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting.
7. That two members of the Owners Corporation/Executive Committee be authorised as signatories on behalf of the Owners Corporation to sign the Agency Agreement with Signature Strata Pty Ltd.

MOTION CARRIED

9. BUILDING MANAGEMENT AGENCY AGREEMENT

Ordinary Resolution

It was **resolved** that the Owners Corporation enter into a written, On-Site Building Management Agreement appointing Point FS as follows:

a) That Point FS be appointed as the Manager for On Site Building Management Services, for a period of 3 year/s.
b) That Point FS and the Owners Corporation to operate under the terms and conditions specified in the aforementioned Management Agreement.

B Block raised an objection to the agreement of a 3 year period, noting a preference for 12 months only.

MOTION CARRIED

10. CONTRACTS

No items were raised.

11. GENERAL BUSINESS

Vantage Strata
Members expressed their gratitude to P Gregerson for his excellent service to the complex, and to Vantage Strata for their assistance in the transition period to the new management, as well as their handling of matters during the term of their engagement.

Asset Register Enquiry
An item was submitted from an owner not in attendance in relation to the requirement for the engagement of professionals for the Asset Register as approved at the 2nd July 2024 AGM, when a Strata Agency is engaged for such services. D Peyton advised that the following response was given, and no further comment was noted from members.

The asset register is a formal and legal document to ascertain the assets and responsibilities between each block and the CT in order to further separate associated costs between each entity, it is required due to the nature of the setup of the complex by the developer at the time without sufficient inclusion of such information in the Building Management Statement. This and the legal requirements for the update to the Building Management Statement as a legal document as well as the required associated motions are beyond the professional scope of the Strata and Building Managers, as such Quantity Surveyors and Solicitors have been required to be engaged.

There being no further business raised, the meeting was declared closed at 5:39pm

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MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS OF CTS 32

'KINGSBOROUGH VILLAGE'

THE CAUSEWAY, DAWES ST, PARBERY ST & CUNNINGHAM ST, KINGSTON, ACT, 2604

Venue	Teams Meeting	
Date	Tuesday, 2nd July 2024	
Time	5:30 PM	
Attendees	M Bentley	(Block B)
	M Miko	(Block C)
	B Rayner	(Block D)
	N Southwell	(Block D)
	M Knaus	(Block E)
	D Peyton	Strata Manager, Vantage Strata
Apologies	A Priscilla	(Block B)
	C Montemayor	(Block E)
Observers	B Murfin	(Block D)
	S Schechter	(Block A)

1. CHAIRPERSON, PROXIES AND APOLOGIES

It was **resolved** that B Rayner (Block D) be appointed as Chair. No proxies were received, 2 apologies were received and noted.

MOTION CARRIED

2. ADOPTION OF MINUTES

Ordinary Resolution

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

MOTION CARRIED

3. INSURANCE VALUATION (ADOPTION)

Ordinary Resolution

It was **resolved** that the Owners Corporation adopt the insurance valuation obtained from QIA Group Pty Ltd and authorise the Managing Agent to utilise the insurance valuation to adjust the insurance cover amount of the current insurance policy, so that the cover amount is in line with the recommended insured amount as per the report.

MOTION CARRIED

4. INSURANCE

Special Resolution

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

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

MOTION CARRIED

5. AUDITED FINANCIALS (ADOPTION)

Ordinary Resolution

It was **resolved** that the audited financial accounts for the period ending 30th of April 2024 as presented be accepted.

A question was raised regarding the $50 million Public Liability inclusion on the policy.
Note to the minutes: The public liability coverage on the CT policy is higher than that of the individual blocks due to the larger common areas with high public foot traffic due to the commercial tenancies.

MOTION CARRIED

6. AUDIT OF FINANCIALS

Ordinary Resolution

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

MOTION CARRIED

7. ADMINISTRATION FUND EXPENDITURE BUDGET

Ordinary Resolution

It was **resolved** that the Administration Fund expenditure budget of $388,393.00 Plus GST for the period 1st of May 2024 to 30th of April 2025 be adopted.

An issue was raised concerning the inclusion of items within the admin budget that have allowances within the Sinking Fund Forecast such as landscaping ($12,391.00) and repainting driveway line marking ($10,529.00). It was agreed to proceed as proposed at this stage particularly considering the very recent implementation of a Sinking Fund, however that consideration of this will be included within further budget planning, noting that it would result in further admin surplus. See motion 9.

It was noted that the budget may require a further adjustment at the upcoming General Meeting to allow for the change of Building Management contract (detailed further within Motion 19)

MOTION CARRIED

8. ADMINISTRATION FUND CONTRIBUTION

Ordinary Resolution

It was **resolved** that a contribution be determined to the Administration Fund equal to the sum of $278,643.00 plus GST, to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 23rd of August 2024, 21st of October 2024, 21st of January 2025 and 21st of April 2025.

Note to the minutes: The administrative contributions have been reduced against the expenditure budget, noting that the expenditure of these items will be made from accumulated surplus admin funds in this financial year. This is in order to retain reduced contributions and therefore levy amounts and utilise accumulated surplus. Calculations were made in consultation with the Committee and are calculated to result in a remaining surplus at the end of the financial year of 10% of the expenditure budget.

MOTION CARRIED

9. SINKING FUND PLAN (ADOPTION)

Ordinary Resolution

It was agreed that the Owners Corporation defer this decision to the upcoming General Meeting to allow further time for members to review the Sinking Fund Plan.

MOTION DEFERRED

10. SINKING FUND EXPENDITURE BUDGET

Ordinary Resolution

It was **resolved** that the Sinking Fund expenditure budget of $31,762.00 including GST for the period 1st of May 2024 to 30th of April 2025 be adopted.

MOTION CARRIED

11. SINKING FUND CONTRIBUTION

Ordinary Resolution

It was **resolved** that a contribution of $20,499.00 plus GST as per the Sinking Fund Forecast Report be determined to the sinking fund for the period 1st of May 2024 to 30th of April 2025 to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 23rd of August 2024, 21st of October 2024, 21st of January 2025 and 21st of April 2025.

MOTION CARRIED

12. ACCEPTANCE OF ASSET REGISTER PROPOSAL

Ordinary Resolution

It was **resolved** that the Owners Corporation accept a fee proposal of $16,500.00 ex GST from Monteath & Powys to create a Shared Facilities and Asset Register.

It was noted that D Peyton would write to Monteath & Powys to confirm acceptance of the proposal, but that the new Strata Manager and Building Manager's details would be provided for further actions.

MOTION CARRIED

13. ACCEPTANCE OF BMS & LEGAL FEES PROPOSAL

Ordinary Resolution

It was **resolved** that the Owners Corporation accept a fee proposal from Proctor Legal of $15,000.00 ex GST to update the Building Management Statement and any relevant documents required to facilitate the implementation of a Shared Facilities and Asset Register.

It was further explained that these fees are associated with the required updates to the Building Management Statement that will need to be drafted following the implementation of the Asset Register (per Motion 12), as well as meeting motions associated with the adoption of both and any changes to the budgets/maintenance responsibilities.

It was noted that D Peyton would write to Proctor Legal to confirm acceptance of the proposal, but that the new Strata Manager's details would be provided for further actions.

MOTION CARRIED

14. SUBLEASE OF COMMON PROPERTY

Special Resolution

It was agreed to defer this decision to the incoming Executive Committee.

MOTION DEFERRED

15. FIRE SAFETY REVIEW

This motion was acknowledged, noting that CT32 is not responsible for any fire assets.

16. DEFECTS

No items were raised.

17. CONTRACTS

The Strata and Building Management contracts were noted. Both items will be addressed at a further General Meeting due to additional time required to confirm new contracts. This has been explained further in Motion 19.

18. CONTRACTS AND SERVICE AGREEMENTS

Ordinary Resolution

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

MOTION CARRIED

19. TERMINATION OF STRATA MANAGEMENT CONTRACT

Ordinary Resolution

It was **resolved** that the strata & building management services provided by Vantage Strata for CTS32 be terminated on 31st of July 2024.

Due to being informed about the unsuccessful contract renewals for Blocks D & E, Vantage Strata have advised that they will not be looking to renew the Strata and Building Management contract for CTS 32. After careful consideration throughout the renewal process for each Block, considering what the feasibility of continuing the services would look like should they not manage majority of the Kingsborough blocks. With the news of the second block making their decision, which is understood and respected, Vantage Strata have made the early decision to cease all management services from Strata to Building Management up until 31st July 2024. Business as usual will continue until 31st July 2024 whereby Vantage Strata will handover to your nominated service provider(s) for Strata and Building Management.

20. EXECUTIVE COMMITTEE (Election)

Ordinary Resolution

It was **resolved** that the Body Corporate accepts the Committee of Management be made up of the following:

- Block A: 2 vacancies, pending election of Executive Committee at Block A AGM
- Block B: 2 vacancies, pending election of Executive Committee at Block B AGM
- Block C: 2 vacancies, pending election of Executive Committee at Block C AGM
- Block D: 2 vacancies, pending election of Executive Committee at Block D AGM
- Block E: 2 vacancies, pending election of Executive Committee at Block E AGM

MOTION CARRIED

21. GENERAL BUSINESS

General Meeting

It was agreed that a general meeting for the Appointment of Managing Agent and Building Manager motions, as well as adoption of the Sinking Fund Forecast be held 22nd July 2024, 5:30pm.

There being no further business raised, the meeting was declared closed at 6:30pm

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Unit Titles (Management) Act 2011

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

The Owners - Units Plan No. 4802

Unit No: 114 Lot No: 30

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:	**87**
Total Building Entitlements:	**10,000**

Managing Agent

Name and address of manager (if any) appointed under Section 50 is:	**SIGNATURE STRATA** **17/11 National Circuit** **BARTON ACT 2600**
Contact Phone Number:	**0261850347**

Corporation's records can be inspected at

Address:	**SIGNATURE STRATA** **17/11 National Circuit** **BARTON ACT 2600**
Contact Phone Number:	**0261850347**

Members of Corporation's executive committee

Office	Name		Address
Chairperson			
Secretary			
Treasurer			
Committee	**Brienne Connor**	109/17 The Causeway Kingston	ACT 2604
	Natalie Southwell	310/17 The Causeway Kingston ACT 2604	
	Nigel Rayner	311/17 The Causeway Kingston ACT 2604	
	Denise Steele	406/17 The Causeway Kingston ACT 2604	

Unit Titles (Management) Act 2011

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 4802 - Unit 114

Funds Details

Contributions payable to Administration Fund:

Total amount last determined with respect of the unit **$3,033.12**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/07/25 to 30/09/25	758.28	28/07/25	11/07/25	0.00	28/07/25
01/10/25 to 31/12/25	758.28	01/10/25	10/09/25	0.00	01/10/25
01/01/26 to 31/03/26	758.28	01/01/26	12/12/25	0.00	01/01/26
01/04/26 to 30/06/26	758.28	01/04/26	27/03/26	0.00	01/04/26

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

Paid to **30/06/26**

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 **$486.24**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/07/25 to 30/09/25	121.56	28/07/25	11/07/25	0.00	28/07/25
01/10/25 to 31/12/25	121.56	01/10/25	10/09/25	0.00	01/10/25
01/01/26 to 31/03/26	121.56	01/01/26	12/12/25	0.00	01/01/26
01/04/26 to 30/06/26	121.56	01/04/26	27/03/26	0.00	01/04/26

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

Paid to **30/06/26**

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 Titles (Management) Act 2011

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 4802 - Unit 114

Other amounts owing

Rate of interest payable **10.00** per cent Interest Owing **Nil**

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 -): **Nil**

Insurance Policies

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Due Date	Date when last premium paid	Amount of last premium
BUILDING STRATA COMMUNITY INSURANCE	POL11100433	40,731,325.00	01/12/26		47,259.36
LOSS OF RENT STRATA COMMUNITY INSURANCE	POL11100433	6,109,699.00	01/12/26		
BUILDING CATASTROPHE STRATA COMMUNITY INSURANCE	POL11100433	6,109,699.00	01/12/26		
PUBLIC LIABILITY STRATA COMMUNITY INSURANCE	POL11100433	20,000,000.00	01/12/26		
FIDELITY GUARANTEE STRATA COMMUNITY INSURANCE	POL11100433	100,000.00	01/12/26		
OFFICE BEARERS STRATA COMMUNITY INSURANCE	POL11100433	2,000,000.00	01/12/26		
VOLUNTARY WORKERS STRATA COMMUNITY INSURANCE	POL11100433	$200,000/$2,000	01/12/26		
GOVT AUDIT COSTS STRATA COMMUNITY INSURANCE	POL11100433	25,000.00	01/12/26		
APPEAL EXPENSES STRATA COMMUNITY INSURANCE	POL11100433	100,000.00	01/12/26		
MACHINERY BREAKDOWN STRATA COMMUNITY INSURANCE	POL11100433	100,000.00	01/12/26		
LOT OWNERS FIXTURES STRATA COMMUNITY INSURANCE	POL11100433	300,000.00	01/12/26		
COMMON AREA CONTENTS STRATA COMMUNITY INSURANCE	POL11100433	407,313.00	01/12/26		
LEGAL DEFENSE STRATA COMMUNITY INSURANCE	POL11100433	50,000.00	01/12/26		

Fund Balances

Balances as at: 26 June 2026

Administrative Fund	203,903.65
Sinking Fund	191,223.23

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 4802 - Unit 114

Developer Control Period

Developer Control Period Expiry Date: Yes

Borrowed Money

Whether the corporation has borrowed money and the details of those borrowings:

Sustainability Infrastructure

Whether the corporation has installed sustainability infrastructure and who owns it:

Crown Lease Extension Application

Whether the corporation has applied to the Planning and Land Authority for an extension of the crown lease:

No

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.

Unit Titles (Management) Act 2011

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 4802 - Unit 114

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

Not applicable

(ii) The name of the embedded network provider

Not applicable

Dated at Canberra the **26 June 2026**

STRATA COMMUNITY INSURANCE

stratacommunityinsure.com.au
T 1300 SCINSURE (1300 724 678)
E myenquiry@scinsure.com.au
P PO Box 631, North Sydney, NSW 2059

CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	POL11100433
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021
THE INSURED	The Owners - Units Plan No 4802
SITUATION	17 The Causeway, Kingston, ACT, 2604
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 01/12/2025 Expiry Date: 4:00pm on 01/12/2026
INTERMEDIARY	Arthur J. Gallagher
ADDRESS	PO Box 263, Deakin West, ACT, 2600
DATE OF ISSUE	18/12/2025

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	$40,731,325
		Common Area Contents	$407,313
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	$6,109,699
	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Included
		3. Lot Owners' Wall Coverings	Included
SECTION 2	Liability		$20,000,000
SECTION 3	Voluntary Workers		Included
SECTION 4	Workers Compensation		Selected
SECTION 5	Fidelity Guarantee		$100,000
SECTION 6	Office Bearers' Liability		$2,000,000
SECTION 7	Machinery Breakdown		$100,000
SECTION 8	Catastrophe		$6,109,699
SECTION 9	PART A	Government Audit Costs – Professional Fees	$25,000
	PART B	Appeal Expenses	$100,000
	PART C	Legal Defence Expenses	$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		$300,000
SECTION 11	Loss of Lot Market Value		Not Included

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy

may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

Insurance Valuation Report

For

Kingsborough Block D

17 The Causeway, Kingston ACT 2604

Scheme Number: 4802

COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 203463

29 April 2024

Professional Indemnity Insurance Policy Number 1411189338PLP

PO Box 1280,
Beenleigh QLD 4207

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QIA Group Pty Ltd
ABN 27 116 106 453

setting the standard...

QIA Group Pty Ltd

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SECTION 1 – INSURANCE VALUATION SUMMARY

1.1 Purpose of Report

We have been instructed by the Body Corporate to provide a building replacement valuation report that outlines the replacement/reinstatement costs of the building/s and associated common property improvement and body corporate assets situated at **17 The Causeway, Kingston ACT 2604**.

1.2 Property Address

The property is situated at **17 The Causeway, Kingston ACT 2604**.

1.3 Description of Building

The property is developed as a six-storey mixed use residential and commercial complex comprising total eighty-two lots with allocated secure car parking spaces at two levels of basement. Access to upper floor is by internal staircases and two passenger lifts. Common property includes communal area, entertaiment area, BBQ facilities, access driveways, boundary walls & fences and site landscaping.
In accordance with the plans provided the date of registration is 2019.

1.4 Client

The Proprietors Kingsborough Block D.

1.5 Replacement Value

Recommended Insured Value: **$36,930,000 (Inc GST)**

1.6 Inspector Details

Inspector Number **101**

Signed for and on behalf of QIA Group Pty Ltd

SECTION 2 – INSURANCE VALUATION REPORT

2.1 Recommended Insured Value

The Recommended Insured Value represents the replacement/reinstatement costs associated with the reconstruction of building/s having regard for the functional use and useable area of the original building/s, common areas and body corporate assets. The Recommended Insured Value also estimates the costs associated with conformance to regulations and bylaws in force at the time of reconstruction.

2.2 Loss of Revenue

The Insurance Valuation represents building costs only and excludes loss of revenue.

2.3 Current Trends

Recent inflationary trends in the cost of building have shown building cost indices rising at a rate substantially in excess of official CPI figures. It is expected that this increase will continue in the short term on the back of construction activity following COVID-19.

2.4 Periodic Reviews

It is recommended that periodic reviews of the insurance valuation are undertaken to ensure inflationary and legislative factors and any improvements to common property or assets purchases are taken up in the Insurance Valuation, particularly in times of rapidly increasing prices.

2.5 Elements used in the Calculated Value of the Building Replacement

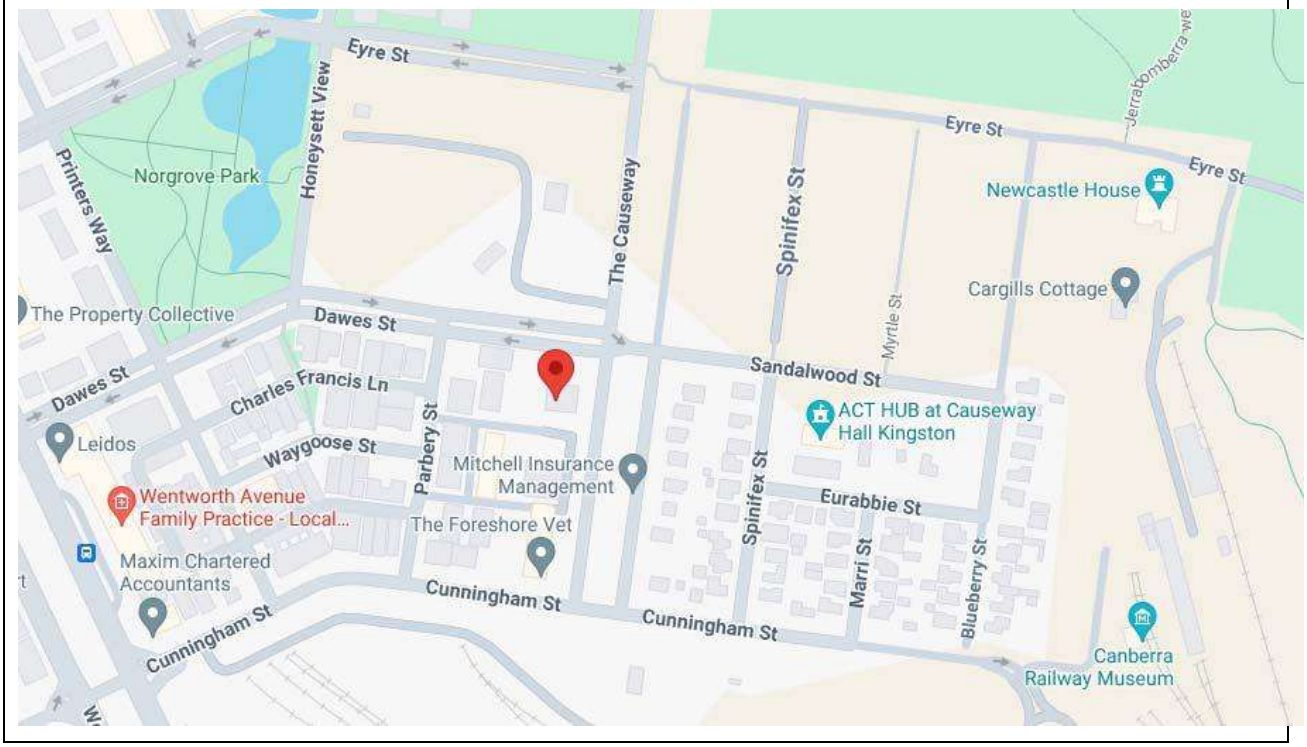
The calculated value of the building comprises of several elements:

- Present Building Costs.
- Allowance for Cost Escalation during the lead time of planning, calling tenders, and fitout.
- Professional Fees.
- Removal of Debris.
- Cost Escalation in the likely time lapse between the anniversary date and the date of any happening.

2.6 Valuation

Replacement Building and Improvements Cost:		$28,200,000
Allowance for Cost Escalation:		
Design and Documentation:	6 Months	
Calling Tenders and Appraisals:	3 Months	
Construction Period and Fit-out:	18 Months	
Calculated at 6% over the period		$2,540,000
Progressive Subtotal:		$30,740,000
Professional Fees:		$2,770,000
Progressive Subtotal:		$33,510,000
Removal of Debris:		$1,410,000
Progressive Subtotal:		$34,920,000
Cost Escalation for Insurance Policy Lapse Period:		$2,010,000
Progressive Subtotal:		$36,930,000
Recommended Insured Value:		**$36,930,000 (Inc GST)**

2.7 Site Location Map



SECTION 3 – REPORTING PROCESS AND CONTENT

3.1 SITE FACTORS

The building is sited on, what appears to be a reasonably well drained block of land. Easy pedestrian and vehicular access was available.

3.2 ADDITIONS & IMPROVEMENTS

There appears to have been no improvement to the original construction.

3.3 MAINTENANCE

Generally, the building appears to have been reasonably well maintained.

3.4 SUMMARY OF CONSTRUCTION

3.4.1 Primary Method of Construction

3.4.1.1 FLOOR STRUCTURE

FLOOR CONSTRUCTION: Reinforced concrete ground floor and upper floors.

3.4.1.2 WALL STRUCTURE

EXTERNAL WALL CONSTRUCTION: Concrete and brickwork masonry.
EXTERNAL WALL FINISHES: Concrete panels, Brick veneer, and Colorbond claddings.

3.4.1.3 ROOF STRUCTURE

ROOF CONSTRUCTION: Reinforced concrete low-pitched roof.
ROOFING: Cliplock metal sheeting.

3.4.1.4 DRIVEWAY STRUCTURE

DRIVEWAY CONSTRUCTION: Concrete.

3.5 AREAS NOT INSPECTED - TYPICAL

- Part or parts of the building interior that were not readily accessible.
- Part or parts of the building exterior that were not readily accessible
- Part or parts of the roof exterior that were not readily accessible or inaccessible or obstructed at the time of inspection because of exceeding height.
- Part or parts of the retaining walls, fencing were not readily accessible or inaccessible or obstructed at the time of inspection as a result of alignment of the common property land, buildings or vegetation.

3.6 SCOPE

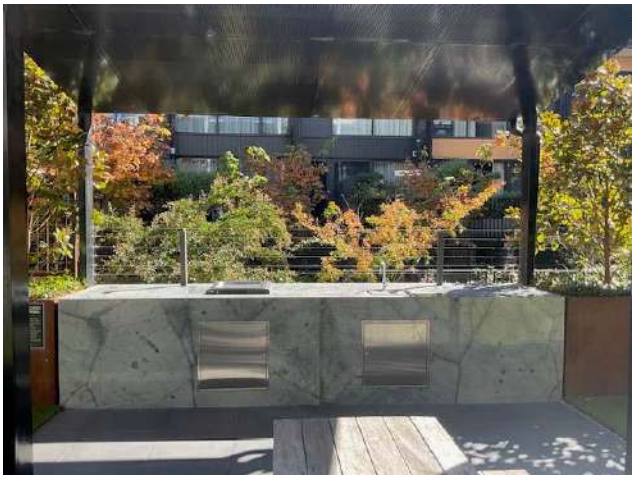
- This Inspection Report does not include the inspection and assessment of items or matters outside the stated purpose of the requested inspection and report. Other items or matters may be the subject of an Inspection Report which is adequately specified.
- The inspection only covered the Readily Accessible Areas of the subject property. The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection of the property.
- The report is designed to be published only by the Strata Manager to unit owners and the respective insurance company.
- The report does not carry the right of other publication, with the exception of the above, without written consent of QIA Group Pty Ltd.
- This report is not an engineering survey of improvements or status of the building and its contents.
- This report is only for insurance replacement purposes, and not an evaluation of the market value of the property.
- Structural or ground improvements to exclusive use areas are the responsibility of the owners and should be insured by the relevant owner.

3.7 EXCLUSIONS

An Insurance Valuation Report does not cover or deal with:

- Any 'minor fault or defect'
- Solving or providing costs for any rectification or repair work;
- The structural design or adequacy of any element of construction;
- Detection of wood destroying insects such as termites and wood borers;
- Any services including building, engineering (electronic), fire and smoke detection or mechanical;
- A review of occupational, health or safety issues such as asbestos content, or the provision of safety glass or swimming pool fencing;
- Whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws; and
- Whether the ground on which the building rests has been filled, is liable to subside, is subject to landslip, earthquakes or tidal inundation, or if it is flood prone.

SECTION 4 – SITE PHOTOGRAPHS



Sinking Fund Plan

Kingsborough Block D v3
17 The Causeway, Kingston, ACT 2604
Scheme Number: 4802

COMPILED BY SIMON VINCENT

On 21 July 2025 for the
15 Years Commencing: 1 May 2025
QIA Job Reference Number: 209654

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

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QIA Group Pty Ltd
ABN 27 116 106 453
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QIA Group Pty Ltd

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INTRODUCTION

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

LOCATION

17 The Causeway, Kingston, ACT 2604

REPORT SUMMARY

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

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

The Sinking Fund Levy per entitlement already set (GST incl) is:	$4.97
Number of Lot/Unit Entitlements:	10000
Opening Balance:	$109,431.00
The proposed Sinking Fund Levy per entitlement (GST incl) is:	$5.59

METHODOLOGY

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

The report will generally categorise costs as follows:

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

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

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

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

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

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

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

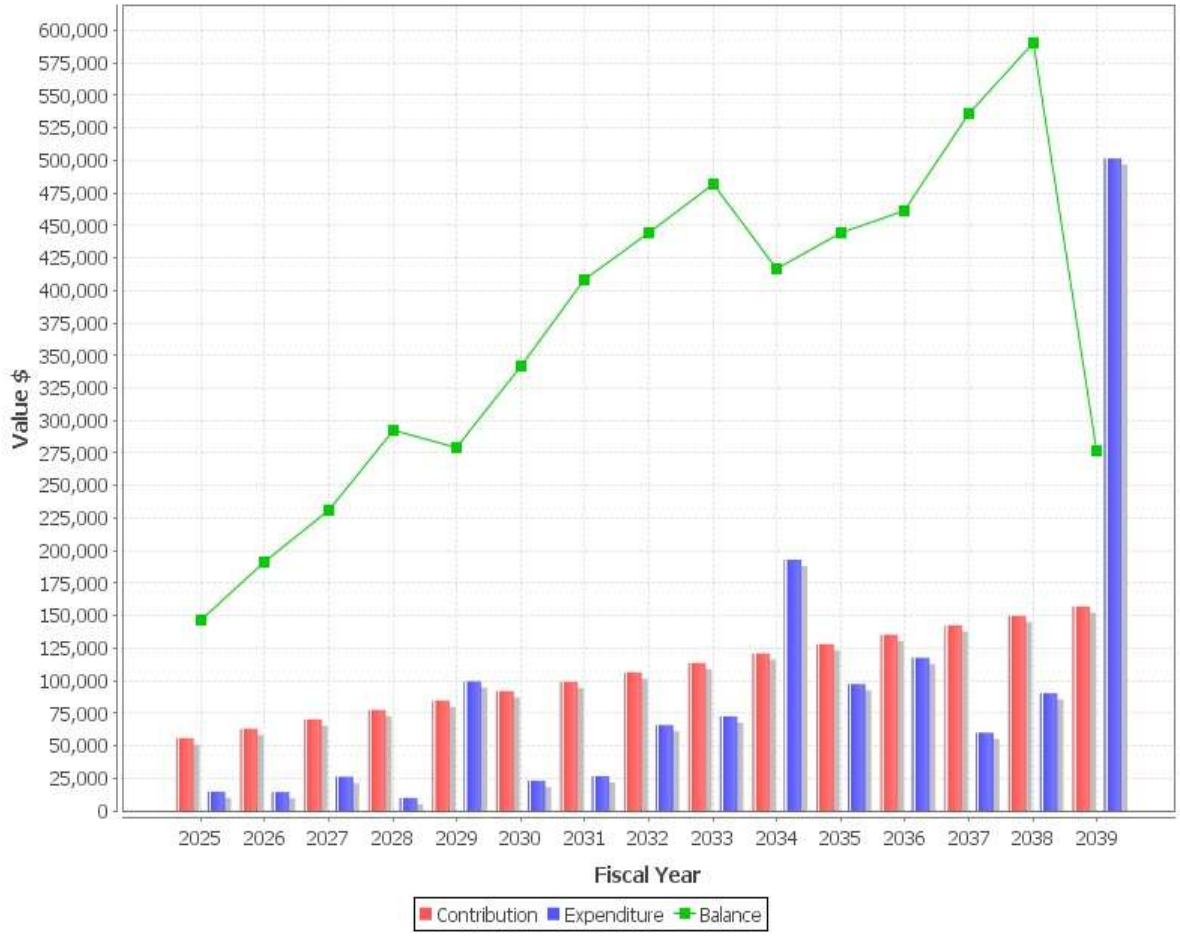
An allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST has been applied to the levies and expenses proposed in this report – input tax credits have been accounted for and are shown in the ***Financial Summary Table*** in this report.

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

SINKING FUND FINANCIAL SUMMARY

Year		Opening Balance	Income							Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A. Ex GST	GST	Contribution Total P.A. Incl GST	Contribution per Entitlement Ex GST	GST	Contribution per Entitlement Inc GST	Input Tax Credits	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	01/05/2025	$109,431	$50,808	$5,081	$55,889	$5.08	$0.51	$5.59	$1,349	$14,839	$146,749
2	01/05/2026	$146,749	$57,386	$5,739	$63,125	$5.74	$0.57	$6.31	$1,318	$14,495	$190,958
3	01/05/2027	$190,958	$63,965	$6,396	$70,361	$6.40	$0.64	$7.04	$2,379	$26,165	$231,136
4	01/05/2028	$231,136	$70,543	$7,054	$77,597	$7.05	$0.71	$7.76	$900	$9,903	$292,676
5	01/05/2029	$292,676	$77,121	$7,712	$84,833	$7.71	$0.77	$8.48	$9,053	$99,583	$279,266
6	01/05/2030	$279,266	$83,699	$8,370	$92,069	$8.37	$0.84	$9.21	$2,104	$23,146	$341,923
7	01/05/2031	$341,923	$90,277	$9,028	$99,305	$9.03	$0.90	$9.93	$2,421	$26,627	$407,994
8	01/05/2032	$407,994	$96,855	$9,686	$106,541	$9.69	$0.97	$10.65	$6,006	$66,067	$444,789
9	01/05/2033	$444,789	$103,434	$10,343	$113,777	$10.34	$1.03	$11.38	$6,601	$72,606	$482,216
10	01/05/2034	$482,216	$110,012	$11,001	$121,013	$11.00	$1.10	$12.10	$17,546	$193,005	$416,769
11	01/05/2035	$416,769	$116,590	$11,659	$128,249	$11.66	$1.17	$12.82	$8,857	$97,432	$444,784
12	01/05/2036	$444,784	$123,168	$12,317	$135,485	$12.32	$1.23	$13.55	$10,693	$117,627	$461,018
13	01/05/2037	$461,018	$129,746	$12,975	$142,721	$12.97	$1.30	$14.27	$5,469	$60,158	$536,075
14	01/05/2038	$536,075	$136,325	$13,632	$149,957	$13.63	$1.36	$15.00	$8,223	$90,453	$590,170
15	01/05/2039	$590,170	$142,903	$14,290	$157,193	$14.29	$1.43	$15.72	$45,581	$501,396	$277,258

SINKING FUND FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

May 2025	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	$4,753
EXTERNAL WORKS	
- Replace bin rooms roller door motors	$1,732
LANDSCAPING	
- Provision to maintain irrigation pipework fixings/fittings	$500
FIRE PROTECTION SYSTEMS	
- Provision to replace portable fire extinguishers	$4,851
- Install/replace sensors/exit signage/emergency lighting	$3,003
Total Forecast Expenditure for year - May 2025 (Inc GST):	$14,839
Includes GST amount of :	$1,349

May 2026	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	$4,990
FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior common lighting	$1,213
LANDSCAPING	
- Provision for ongoing tree replacements/mulching	$1,500
LAUNDRY	
- Provision to replace washing machines/dryers	$6,791
Total Forecast Expenditure for year - May 2026 (Inc GST):	$14,495
Includes GST amount of :	$1,318

May 2027	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	$5,240
BASEMENT	
- Repaint line marking	$5,348
FURNITURE & FITTINGS	
- Provision to upgrade swipe/card readers	$1,528
- Provision to upgrade security cameras & associated equipment	$4,075
LANDSCAPING	
- Provision to maintain irrigation pipework fixings/fittings	$551
FIRE PROTECTION SYSTEMS	
- Install/replace sensors/exit signage/emergency lighting	$3,311
PLANT & EQUIPMENT	
- Replace sewer pumps	$5,094
RECREATION AREA	
- Maintain pavers 10% of total	$1,019
Total Forecast Expenditure for year - May 2027 (Inc GST):	$26,165
Includes GST amount of :	$2,379

May 2028	Expense Inc GST
SUPERSTRUCTURE	
- Provision to replace balustrade/handrail fixings	$1,411
- Capital Replacement - General	$5,502
FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior common lighting	$1,337

LANDSCAPING	
- Provision for ongoing tree replacements/mulching	$1,654
Total Forecast Expenditure for year - May 2028 (Inc GST):	$9,903
Includes GST amount of :	$900
May 2029	Expense Inc GST
SUPERSTRUCTURE	
- Repaint soffits	$9,855
- Scaffold/access equip allowance	$36,137
- Repaint door face	$14,292
- Repaint atrium beams	$6,879
- Capital Replacement - General	$5,777
BASEMENT	
- Repaint walls/bollards	$4,106
- Repaint door face	$2,022
- Replace main garage doors motors	$8,423
LANDSCAPING	
- Provision to maintain irrigation pipework fixings/fittings	$608
FIRE PROTECTION SYSTEMS	
- Install/replace sensors/exit signage/emergency lighting	$3,650
STAIRWELL	
- Repaint door face	$4,324
RECREATION AREA	
- Replace outdoor furniture in 5 years	$3,510
Total Forecast Expenditure for year - May 2029 (Inc GST):	$99,583
Includes GST amount of :	$9,053

May 2030	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	$6,066
FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior common lighting	$1,474
- Provision to replace door closers 10% of total	$516
LANDSCAPING	
- Provision for ongoing tree replacements/mulching	$1,823
FIRE PROTECTION SYSTEMS	
- Provision to replace portable fire extinguishers	$6,191
PLANT & EQUIPMENT	
- Replace sewer pumps	$5,896
RECREATION AREA	
- Maintain pavers 10% of total	$1,179
Total Forecast Expenditure for year - May 2030 (Inc GST):	$23,146
Includes GST amount of :	$2,104

May 2031	Expense Inc GST
SUPERSTRUCTURE	
- Provision to replace balustrade/handrail fixings	$1,633
- Capital Replacement - General	$6,369
EXTERNAL WORKS	
- Ongoing partial maintenance of walkways 5% of total	$6,656
- Replace bin rooms roller door motors	$2,322
FURNITURE & FITTINGS	
- Provision to upgrade swipe/card readers	$1,857
- Replace ZIP instant hot water unit	$3,096

LANDSCAPING	
- Provision to maintain irrigation pipework fixings/fittings	$670
FIRE PROTECTION SYSTEMS	
- Install/replace sensors/exit signage/emergency lighting	$4,024
Total Forecast Expenditure for year - May 2031 (Inc GST):	$26,627
Includes GST amount of :	$2,421

May 2032	Expense Inc GST
SUPERSTRUCTURE	
- Replace atrium/internal areas synthetic grass	$11,701
- Capital Replacement - General	$6,688
EXTERNAL WORKS	
- Maintain common pipework	$6,842
FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior common lighting	$1,625
- Provision to replace door closers 10% of total	$569
LANDSCAPING	
- Provision for ongoing tree replacements/mulching	$2,010
ROOF	
- Maintain metal roof fixings/flashings	$8,126
LAUNDRY	
- Maintain tiles 10% of total	$1,203
RECREATION AREA	
- Replace synthetic grass in 8 years	$27,303
Total Forecast Expenditure for year - May 2032 (Inc GST):	$66,067
Includes GST amount of :	$6,006

May 2033	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	$7,022
BASEMENT	
- Replace stormwater pumps	$9,556
FURNITURE & FITTINGS	
- Provision to replace solar inverters	$5,119
LANDSCAPING	
- Provision for replacement of metal planter box/pots 20% of total	$8,191
- Provision to maintain irrigation pipework fixings/fittings	$739
FIRE PROTECTION SYSTEMS	
- Install/replace sensors/exit signage/emergency lighting	$4,437
ROOF	
- Provision to replace guttering/downpipes in 23 years (partial accrual)	$19,795
PLANT & EQUIPMENT	
- Replace sewer pumps	$6,826
LAUNDRY	
- Provision to replace washing machines/dryers	$9,556
RECREATION AREA	
- Maintain pavers 10% of total	$1,365
Total Forecast Expenditure for year - May 2033 (Inc GST):	$72,606
Includes GST amount of :	$6,601

May 2034	Expense Inc GST
SUPERSTRUCTURE	
- Replace external door/frame 20% of total	$5,160

- Provision to replace balustrade/handrail fixings	$1,890
- Capital Replacement - General	$7,373
BASEMENT	
- Provision for CO sensor replacement	$8,887
- Maintain/repair main garage doors running gear	$5,196
FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior common lighting	$1,792
- Provision to upgrade intercom systems & associated equipment	$60,777
- Provision to replace door closers 10% of total	$627
LANDSCAPING	
- Provision for ongoing tree replacements/mulching	$2,216
FIRE PROTECTION SYSTEMS	
- Provision to upgrade Fire Panel & associated detection equipment	$80,809
- Provision to replace fire hose reels	$5,913
RECREATION AREA	
- Provision to replace playground equipment	$6,809
- Replace BBQ in 10 years	$5,555
Total Forecast Expenditure for year - May 2034 (Inc GST):	$193,005
Includes GST amount of :	$17,546
May 2035	Expense Inc GST
SUPERSTRUCTURE	
- Provision for partial balcony membrane replacement	$41,390
- Capital Replacement - General	$7,742
BASEMENT	
- Repaint line marking	$7,902

EXTERNAL WORKS	
- Ongoing partial maintenance of walkways 5% of total	$8,090
FURNITURE & FITTINGS	
- Provision to upgrade swipe/card readers	$2,258
- Provision to upgrade security cameras & associated equipment	$6,020
LANDSCAPING	
- Provision for replacement of metal planter box/pots 20% of total	$9,031
- Provision to maintain irrigation pipework fixings/fittings	$814
FIRE PROTECTION SYSTEMS	
- Provision to replace portable fire extinguishers	$7,902
- Install/replace sensors/exit signage/emergency lighting	$4,892
LAUNDRY	
- Maintain tiles 10% of total	$1,392
Total Forecast Expenditure for year - May 2035 (Inc GST):	$97,432
Includes GST amount of :	$8,857
May 2036	Expense Inc GST
SUPERSTRUCTURE	
- Replace external door/frame 20% of total	$5,689
- Capital Replacement - General	$8,129
BASEMENT	
- Replace exhaust/supply fans + variable speed controllers in 12 years	$58,671
EXTERNAL WORKS	
- Replace bin room exhaust fan	$4,623

FENCING	
- Provision to replace powder coated baluster/colorbond fencing in 30 years (partial accrual)	$5,976
FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior common lighting	$1,975
- Provision to replace door closers 10% of total	$691
LANDSCAPING	
- Provision for ongoing tree replacements/mulching	$2,443
ROOF	
- Provision to replace solar panels in 22 years (partial accrual)	$19,948
PLANT & EQUIPMENT	
- Replace sewer pumps	$7,902
RECREATION AREA	
- Maintain pavers 10% of total	$1,580
Total Forecast Expenditure for year - May 2036 (Inc GST):	$117,627
Includes GST amount of :	$10,693
May 2037	Expense Inc GST
SUPERSTRUCTURE	
- Provision to replace balustrade/handrail fixings	$2,188
- Capital Replacement - General	$8,535
BASEMENT	
- Provision to replace main garage doors in 25 years (partial accrual)	$6,015
EXTERNAL WORKS	
- Replace bin rooms roller door motors	$3,111

LANDSCAPING	
- Provision for replacement of metal planter box/pots 20% of total	$9,956
- Provision to maintain irrigation pipework fixings/fittings	$898
FIRE PROTECTION SYSTEMS	
- Install/replace sensors/exit signage/emergency lighting	$5,393
ROOF	
- Provision to replace guttering/downpipes in 23 years (partial accrual)	$24,061
Total Forecast Expenditure for year - May 2037 (Inc GST):	$60,158
Includes GST amount of :	$5,469
May 2038	Expense Inc GST
SUPERSTRUCTURE	
- Replace external door/frame 20% of total	$6,272
- Provision for partial balcony membrane replacement	$47,914
- Capital Replacement - General	$8,962
EXTERNAL WORKS	
- Maintain common pipework	$9,169
FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior common lighting	$2,178
- Provision to replace door closers 10% of total	$762
LANDSCAPING	
- Provision for ongoing tree replacements/mulching	$2,694
ROOF	
- Maintain metal roof fixings/flashings	$10,890
LAUNDRY	
- Maintain tiles 10% of total	$1,612

Total Forecast Expenditure for year - May 2038 (Inc GST):	$90,453
Includes GST amount of :	$8,223

May 2039	Expense Inc GST
SUPERSTRUCTURE	
- Provision for renewal of building cladding	$100,620
- Repaint soffits	$16,053
- Scaffold/access equip allowance	$58,863
- Repaint door face	$23,280
- Repaint atrium beams	$11,205
- Capital Replacement - General	$9,410
BASEMENT	
- Repaint walls/bollards	$6,689
- Maintain ventilation ducting	$6,860
- Repaint door face	$3,293
- Replace main garage doors motors	$13,721
EXTERNAL WORKS	
- Ongoing partial maintenance of walkways 5% of total	$9,833
- Provision to replace bin rooms roller doors in 25 years (partial accrual)	$3,396
- Maintain bin room ventilation ducting	$3,659
FURNITURE & FITTINGS	
- Provision to replace mail boxes in 23 years (partial accrual)	$7,516
- Provision to upgrade swipe/card readers	$2,744
LANDSCAPING	
- Provision for replacement of metal planter box/pots 20% of total	$10,977
- Provision to maintain irrigation pipework fixings/fittings	$990

FIRE PROTECTION SYSTEMS	
- Install/replace sensors/exit signage/emergency lighting	$5,946
STAIRWELL	
- Repaint door face	$7,043
PLANT & EQUIPMENT	
- Provision for mechanical upgrade/interior refurbishment of lifts in 20 years (partial accrual)	$175,285
- Replace sewer pumps	$9,147
RECREATION AREA	
- Maintain pavers 10% of total	$1,829
- Replace outdoor furniture in 5 years	$5,717
- Provision to replace pergola timber beams in 15 years	$7,318
Total Forecast Expenditure for year - May 2039 (Inc GST):	$501,396
Includes GST amount of :	$45,581

ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
SUPERSTRUCTURE																		
- Provision for renewal of building cladding	$44,000	2039	20															100620
- Repaint soffits	$7,020	2029	10					9855										16053
- Scaffold/access equip allowance	$25,740	2029	10					36137										58863
- Repaint door face	$10,180	2029	10					14292										23280
- Replace external door/frame 20% of total	$2,880	2034	2										5160		5689		6272	
- Provision to replace balustrade/handrail fixings	$1,055	2028	3				1411			1633			1890			2188		
- Provision for partial balcony membrane replacement	$22,000	2035	3											41390			47914	
- Repaint atrium beams	$4,900	2029	10					6879										11205
- Replace atrium/internal areas synthetic grass	$7,200	2032	13								11701							
- Capital Replacement - General	$4,115	2025	0	4753	4990	5240	5502	5777	6066	6369	6688	7022	7373	7742	8129	8535	8962	9410
BASEMENT																		
- Replace exhaust/supply fans + variable speed controllers in 12 years	$29,700	2036	17												58671			
- Repaint line marking	$4,200	2027	8			5348								7902				
- Provision for CO sensor replacement	$4,960	2034	15										8887					
- Repaint walls/bollards	$2,925	2029	10					4106										6689
- Maintain ventilation ducting	$3,000	2039	20															6860
- Repaint door face	$1,440	2029	10					2022										3293
- Provision to replace main garage doors in 25 years (partial accrual)	$2,900	2037	4													6015		
- Maintain/repair main garage doors running gear	$2,900	2034	15										5196					

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
- Replace main garage doors motors	$6,000	2029	10					8423										13721
- Replace stormwater pumps	$5,600	2033	14									9556						
EXTERNAL WORKS																		
- Maintain common pipework	$4,210	2032	6								6842						9169	
- Ongoing partial maintenance of walkways 5% of total	$4,300	2031	4							6656				8090				9833
- Replace bin rooms roller door motors	$1,500	2025	6	1733						2322						3111		
- Provision to replace bin rooms roller doors in 25 years (partial accrual)	$1,485	2039	5															3396
- Replace bin room exhaust fan	$2,340	2036	17												4623			
- Maintain bin room ventilation ducting	$1,600	2039	20															3659
FENCING																		
- Provision to replace powder coated baluster/colorbond fencing in 30 years (partial accrual)	$3,025	2036	6												5976			
FURNITURE & FITTINGS																		
- Provision to replace mail boxes in 23 years (partial accrual)	$3,287	2039	4															7516
- Ongoing partial replacement of exterior common lighting	$1,000	2026	2		1213		1337		1474		1625		1792		1975		2178	
- Provision to upgrade swipe/card readers	$1,200	2027	4			1528				1857				2258				2744
- Provision to upgrade security cameras & associated equipment	$3,200	2027	8			4075								6020				
- Provision to upgrade intercom systems & associated equipment	$33,920	2034	15										60777					
- Provision to replace door closers 10% of total	$350	2030	2						516		569		627		691		762	
- Replace ZIP instant hot water unit	$2,000	2031	12							3096								
- Provision to replace solar inverters	$3,000	2033	12									5119						

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
LANDSCAPING																		
- Provision for replacement of metal planter box/pots 20% of total	$4,800	2033	2									8191		9031		9956		10977
- Provision for ongoing tree replacements/mulching	$1,237	2026	2		1500		1654		1823		2010		2216		2443		2694	
- Provision to maintain irrigation pipework fixings/fittings	$433	2025	2	500		551		608		670		739		814		898		990
FIRE PROTECTION SYSTEMS																		
- Provision to upgrade Fire Panel & associated detection equipment	$45,100	2034	15										80809					
- Provision to replace fire hose reels	$3,300	2034	15										5913					
- Provision to replace portable fire extinguishers	$4,200	2025	5	4851					6191					7902				
- Install/replace sensors/exit signage/emergency lighting	$2,600	2025	2	3003		3311		3650		4024		4437		4892		5393		5946
ROOF																		
- Provision to replace guttering/downpipes in 23 years (partial accrual)	$11,600	2033	4									19795				24061		
- Maintain metal roof fixings/flashings	$5,000	2032	6								8126						10890	
- Provision to replace solar panels in 22 years (partial accrual)	$10,098	2036	5												19948			
STAIRWELL																		
- Repaint door face	$3,080	2029	10					4324										7043
PLANT & EQUIPMENT																		
- Provision for mechanical upgrade/interior refurbishment of lifts in 20 years (partial accrual)	$76,650	2039	0															175285
- Replace sewer pumps	$4,000	2027	3			5094			5896			6826			7902			9147

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
LAUNDRY																		
- Provision to replace washing machines/dryers	$5,600	2026	7		6791							9556						
- Maintain tiles 10% of total	$740	2032	3								1203			1392			1612	
RECREATION AREA																		
- Maintain pavers 10% of total	$800	2027	3			1019			1179			1365			1580			1829
- Replace synthetic grass in 8 years	$16,800	2032	13								27303							
- Replace outdoor furniture in 5 years	$2,500	2029	10					3510										5717
- Provision to replace playground equipment	$3,800	2034	15										6809					
- Replace BBQ in 10 years	$3,100	2034	15										5555					
- Provision to replace pergola timber beams in 15 years	$3,200	2039	20															7318
Total				14839	14495	26165	9903	99583	23146	26627	66067	72606	193005	97432	117627	60158	90453	501396
Includes GST amount of				1349	1318	2379	900	9053	2104	2421	6006	6601	17546	8857	10693	5469	8223	45581

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
SUPERSTRUCTURE																		
- Provision for renewal of building cladding	$44,000	2039	20	4663	9559	14700	20098	25766	31717	37966	44527	51416	58650	66246	74221	82595	91388	**100620**
- Repaint soffits	$7,020	2029	10	1784	3656	5623	7687	**9855**	1276	2616	4023	5501	7052	8681	10392	12187	14073	**16053**
- Scaffold/access equip allowance	$25,740	2029	10	6540	13407	20617	28188	**36137**	4680	9594	14753	20171	25859	31832	38104	44689	51603	**58863**
- Repaint door face	$10,180	2029	10	2586	5302	8154	11148	**14292**	1851	3794	5835	7977	10227	12589	15070	17674	20409	**23280**
- Replace external door/frame 20% of total	$2,880	2034	2	410	841	1293	1768	2267	2790	3340	3917	4524	**5160**	2775	**5689**	3060	**6272**	3373
- Provision to replace balustrade/handrail fixings	$1,055	2028	3	327	671	1032	**1411**	518	1062	**1633**	600	1229	**1890**	694	1423	**2188**	803	1647
- Provision for partial balcony membrane replacement	$22,000	2035	3	2913	5972	9184	12557	16098	19817	23721	27820	32125	36644	**41390**	15199	31157	**47914**	17594
- Repaint atrium beams	$4,900	2029	10	1245	2552	3925	5366	**6879**	891	1826	2808	3840	4923	6059	7253	8507	9823	**11205**
- Replace atrium/internal areas synthetic grass	$7,200	2032	13	1225	2512	3863	5281	6771	8335	9977	**11701**	1246	2553	3927	5369	6883	8472	10142
- Capital Replacement - General	$4,115	2025	0	**4753**	**4990**	**5240**	**5502**	**5777**	**6066**	**6369**	**6688**	**7022**	**7373**	**7742**	**8129**	**8535**	**8962**	**9410**
BASEMENT																		
- Replace exhaust/supply fans + variable speed controllers in 12 years	$29,700	2036	17	3686	7556	11620	15887	20368	25072	30012	35198	40644	46362	52367	**58671**	5204	10668	16406
- Repaint line marking	$4,200	2027	8	1696	3478	**5348**	828	1696	2609	3567	4573	5629	6738	**7902**	1223	2506	3854	5269
- Provision for CO sensor replacement	$4,960	2034	15	707	1448	2227	3045	3904	4806	5753	6747	7791	**8887**	856	1755	2699	3690	4731
- Repaint walls/bollards	$2,925	2029	10	743	1523	2343	3203	**4106**	532	1090	1677	2292	2939	3617	4330	5078	5864	**6689**
- Maintain ventilation ducting	$3,000	2039	20	318	652	1002	1370	1757	2162	2588	3036	3505	3999	4516	5060	5631	6231	**6860**
- Repaint door face	$1,440	2029	10	366	750	1154	1577	**2022**	262	537	825	1128	1447	1781	2132	2500	2887	**3293**
- Provision to replace main garage doors in 25 years (partial accrual)	$2,900	2037	4	340	696	1071	1464	1876	2310	2765	3243	3744	4271	4824	5405	**6015**	1696	3477

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
- Maintain/repair main garage doors running gear	$2,900	2034	15	413	847	1302	1781	2283	2810	3364	3945	4555	**5196**	501	1026	1578	2158	2766
- Replace main garage doors motors	$6,000	2029	10	1524	3125	4806	6570	**8423**	1091	2236	3439	4702	6028	7420	8882	10417	12029	**13721**
- Replace stormwater pumps	$5,600	2033	14	867	1777	2732	3735	4789	5895	7056	8276	**9556**	965	1979	3043	4161	5334	6566
EXTERNAL WORKS																		
- Maintain common pipework	$4,210	2032	6	717	1469	2259	3088	3959	4874	5834	**6842**	1348	2763	4250	5810	7449	**9169**	1806
- Ongoing partial maintenance of walkways 5% of total	$4,300	2031	4	817	1676	2577	3523	4517	5560	**6656**	1877	3848	5917	**8090**	2281	4677	7192	**9833**
- Replace bin rooms roller door motors	$1,500	2025	6	**1733**	341	700	1076	1471	1886	**2322**	457	938	1442	1971	2527	**3111**	613	1256
- Provision to replace bin rooms roller doors in 25 years (partial accrual)	$1,485	2039	5	157	323	496	678	870	1070	1281	1503	1735	1979	2236	2505	2788	3084	**3396**
- Replace bin room exhaust fan	$2,340	2036	17	290	595	916	1252	1605	1976	2365	2773	3203	3653	4126	**4623**	410	841	1293
- Maintain bin room ventilation ducting	$1,600	2039	20	170	348	535	731	937	1153	1381	1619	1870	2133	2409	2699	3004	3323	**3659**
FENCING																		
- Provision to replace powder coated baluster/colorbond fencing in 30 years (partial accrual)	$3,025	2036	6	375	770	1184	1618	2075	2554	3057	3585	4140	4722	5334	**5976**	1177	2413	3711
FURNITURE & FITTINGS																		
- Provision to replace mail boxes in 23 years (partial accrual)	$3,287	2039	4	348	714	1098	1501	1925	2369	2836	3326	3841	4381	4948	5544	6170	6826	**7516**
- Ongoing partial replacement of exterior common lighting	$1,000	2026	2	592	**1213**	652	**1337**	719	**1474**	793	**1625**	874	**1792**	963	**1975**	1062	**2178**	1171
- Provision to upgrade swipe/card readers	$1,200	2027	4	485	994	**1528**	431	883	1358	**1857**	524	1074	1652	**2258**	637	1305	2007	**2744**

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
- Provision to upgrade security cameras & associated equipment	$3,200	2027	8	1293	2650	**4075**	630	1292	1987	2717	3483	4288	5133	**6020**	931	1909	2936	4014
- Provision to upgrade intercom systems & associated equipment	$33,920	2034	15	4832	9906	15233	20827	26700	32867	39343	46142	53281	**60777**	5855	12004	18459	25237	32355
- Provision to replace door closers 10% of total	$350	2030	2	76	156	239	327	419	**516**	278	**569**	306	**627**	337	**691**	372	**762**	410
- Replace ZIP instant hot water unit	$2,000	2031	12	380	780	1199	1639	2101	2586	**3096**	349	716	1101	1505	1930	2376	2844	3335
- Provision to replace solar inverters	$3,000	2033	12	464	952	1464	2001	2565	3158	3780	4433	**5119**	577	1184	1821	2489	3191	3928
LANDSCAPING																		
- Provision for replacement of metal planter box/pots 20% of total	$4,800	2033	2	743	1523	2342	3202	4105	5053	6048	7093	**8191**	4405	**9031**	4857	**9956**	5355	**10977**
- Provision for ongoing tree replacements/mulching	$1,237	2026	2	732	**1500**	807	**1654**	889	**1823**	980	**2010**	1081	**2216**	1192	**2443**	1314	**2694**	1449
- Provision to maintain irrigation pipework fixings/fittings	$433	2025	2	**500**	269	**551**	297	**608**	327	**670**	360	**739**	397	**814**	438	**898**	483	**990**
FIRE PROTECTION SYSTEMS																		
- Provision to upgrade Fire Panel & associated detection equipment	$45,100	2034	15	6425	13171	20254	27691	35500	43700	52310	61350	70842	**80809**	7785	15960	24543	33556	43019
- Provision to replace fire hose reels	$3,300	2034	15	470	964	1482	2026	2598	3198	3828	4489	5184	**5913**	570	1168	1796	2455	3148
- Provision to replace portable fire extinguishers	$4,200	2025	5	**4851**	1120	2297	3532	4829	**6191**	1430	2932	4508	6164	**7902**	1825	3742	5754	7867
- Replace hydrant valve assemblies & seals in 20 years	$6,600	2044	25	583	1194	1836	2511	3219	3962	4743	5563	6423	7327	8276	9272	10318	11417	12570
- Install/replace sensors/exit signage/emergency lighting	$2,600	2025	2	**3003**	1615	**3311**	1780	**3650**	1963	**4024**	2164	**4437**	2386	**4892**	2631	**5393**	2900	**5946**

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
ROOF																		
- Provision to replace guttering/downpipes in 23 years (partial accrual)	$11,600	2033	4	1795	3680	5659	7738	9920	12211	14617	17143	**19795**	5582	11444	17599	**24061**	6785	13910
- Maintain metal roof fixings/flashings	$5,000	2032	6	851	1744	2683	3668	4702	5788	6929	**8126**	1601	3282	5047	6901	8847	**10890**	2145
- Provision to replace solar panels in 22 years (partial accrual)	$10,098	2036	5	1253	2569	3951	5402	6925	8524	10204	11967	13819	15763	17805	**19948**	4607	9445	14525
STAIRWELL																		
- Repaint door face	$3,080	2029	10	783	1604	2467	3373	**4324**	560	1148	1765	2413	3094	3809	4559	5347	6174	**7043**
PLANT & EQUIPMENT																		
- Provision for mechanical upgrade/interior refurbishment of lifts in 20 years (partial accrual)	$76,650	2039	0	8123	16652	25608	35012	44885	55253	66138	77568	89570	102172	115403	129297	143884	159202	**175285**
- Replace sewer pumps	$4,000	2027	3	1616	3313	**5094**	1870	3834	**5896**	2165	4439	**6826**	2507	5138	**7902**	2902	5948	**9147**
LAUNDRY																		
- Provision to replace washing machines/dryers	$5,600	2026	7	3313	**6791**	1174	2406	3700	5059	6485	7983	**9556**	1651	3385	5206	7118	9125	11233
- Maintain tiles 10% of total	$740	2032	3	126	258	397	543	696	857	1026	**1203**	442	905	**1392**	511	1048	**1612**	592
- Replace tubs in 20 years	$660	2044	25	58	119	184	251	322	396	474	556	642	733	828	927	1032	1142	1257
RECREATION AREA																		
- Maintain pavers 10% of total	$800	2027	3	323	663	**1019**	374	767	**1179**	433	888	**1365**	501	1027	**1580**	580	1189	**1829**
- Replace synthetic grass in 8 years	$16,800	2032	13	2859	5861	9014	12324	15799	19448	23280	**27303**	2907	5958	9163	12527	16060	19770	23665
- Replace outdoor furniture in 5 years	$2,500	2029	10	635	1302	2003	2738	**3510**	455	932	1433	1959	2512	3092	3701	4340	5012	**5717**
- Provision to replace playground equipment	$3,800	2034	15	541	1110	1707	2333	2991	3682	4408	5169	5969	**6809**	656	1345	2068	2827	3625

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
- Replace BBQ in 10 years	$3,100	2034	15	442	905	1392	1904	2440	3004	3596	4217	4870	**5555**	535	1097	1687	2307	2957
- Provision to replace pergola timber beams in 15 years	$3,200	2039	20	339	695	1069	1462	1874	2307	2761	3238	3739	4266	4818	5398	6007	6647	**7318**
TOTAL ACCRUALS				**75359**	**148329**	**211526**	**293312**	**290126**	**359113**	**429402**	**465630**	**499450**	**423715**	**445755**	**463795**	**547413**	**608982**	**267212**

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

REPORT INFORMATION

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

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

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

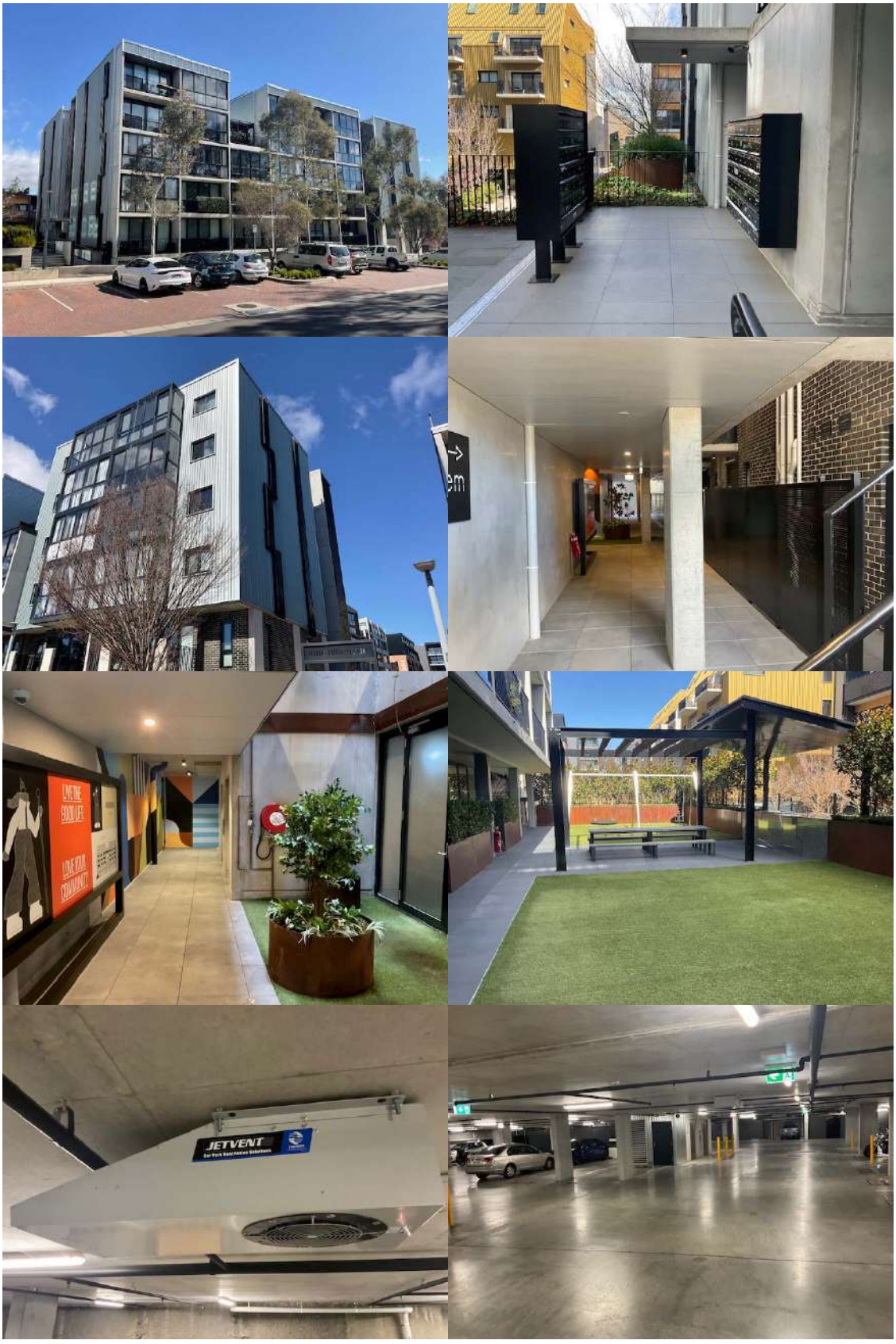
This Sinking Fund plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. Where information in respect of any of these items at time of ordering, it has been incorporated into the report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

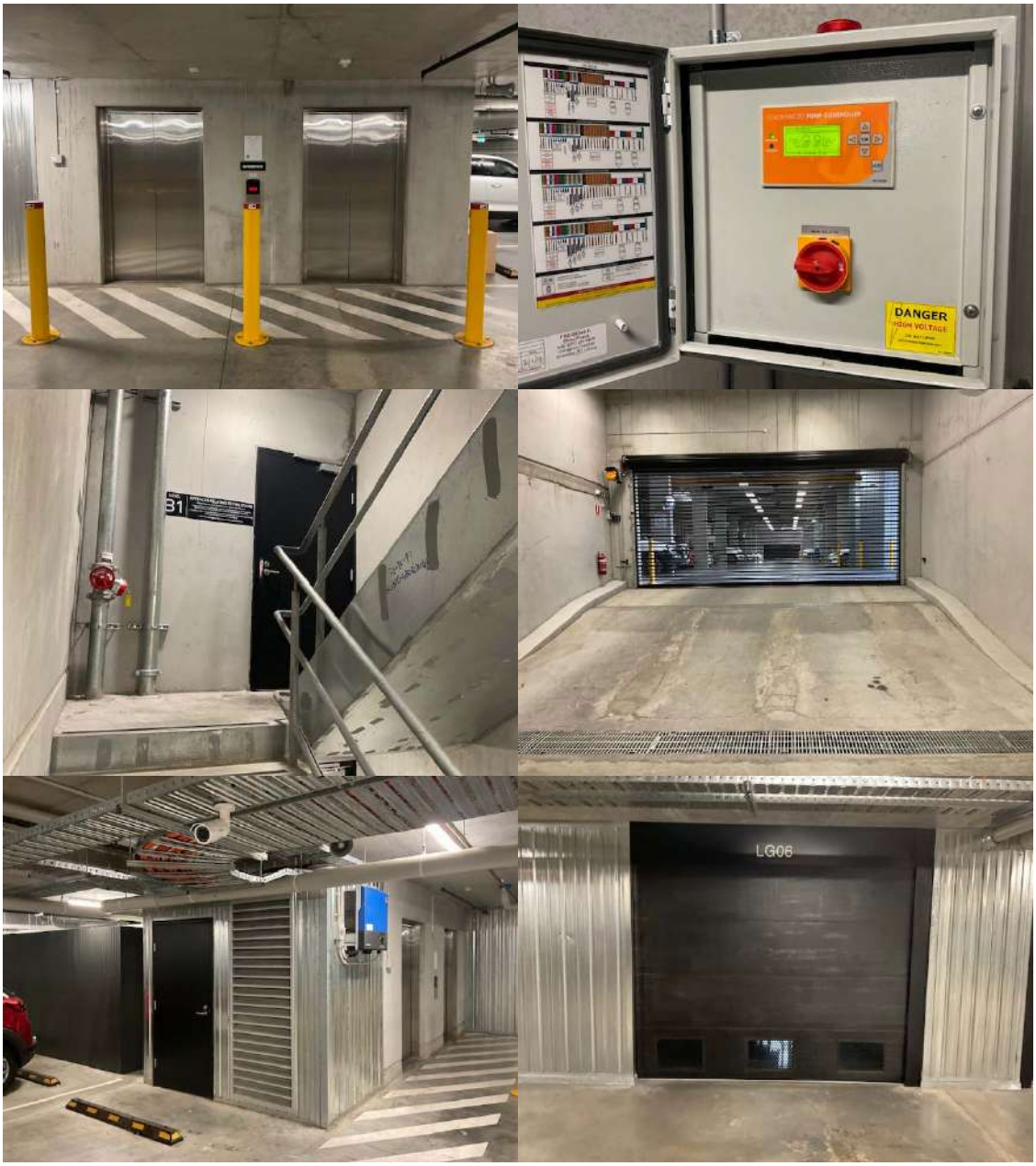
The report does not and cannot make comment upon: defects that may have been concealed; the assessment of which may rely on certain weather conditions and the presence or absence of timber pests. The report will allow for ordinary inclusion, but does not consider or make recommendations as to the specific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

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

AREAS NOT INSPECTED

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


JETVENT


DANGER
HIGH VOLTAGE
B1
LG06

Signature Strata
Trusted Management. Unique Service. Quality Assured

MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS OF UNITS PLAN 4802 "KINGSBOROUGH D - POWERHOUSE" 17 THE CAUSEWAY, KINGSTON ACT 2604

DATE HELD: Wednesday 18 June 2025 - 5:30 pm

VENUE: Join Zoom Meeting - https://us02web.zoom.us/j/81115388672?pwd=HAXx0caTpK73Yphedgz7dnGusVJDYx.1
Meeting ID: 811 1538 8672 | Passcode: 891829

Present

Unit 25	Brienne Connor	In Person
Unit 43	Beverley Murfin	In Person
Unit 61	Natalie Southwell	In Person
Unit 62	Ben Rayner	In Person
Unit 68	Denise Steele	In Person

In Attendance

Signature Strata Nicole Robb

Chairperson

Ben Rayner

Quorum

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

MEETING FORMALITIES

Noting of chairperson, acceptance of proxies and absentee votes and apologies.

EXECUTIVE COMMITTEE REPORT

Chairperson's report by Ben Rayner was noted.

MINUTES

MOTION 1. *That the minutes of the previous annual general meeting held on 3 July 2024 are accepted.*

MOTION CARRIED

INSURANCE

The Owners Corporation holds building insurance for all defined parts of the building as well as Public Liability insurance over the common property as required by the Unit Titles (Management) Act 2011.

Insurance cover held by the Owners Corporation through Arthur J Gallagher is summarised below.

Insurer & Policy No:	Arthur J Gallagher / POL11100433
Renewal Date:	1 December 2025
Building Sum Insured:	$38,776,500.00
Excesses:	$2,000.00 standard
Base Premium:	$47,743.63
Underwriting Agency Fee	$228.20
Broker Fee	$500.00
GST	$4,847.18
Signature Strata Commission	$2,366.68
Commission Schedule	(AJ) 25% of the brokers commission
Last insurance valuation report:	29th April 2024
Please refer to attached Certificate of Currency for details of the sum insured limits	

MOTION 2. *That the Owners Corporation insurance be confirmed as per the policy information provided with the meeting notice.*

MOTION CARRIED

MOTION 3. *That the Owners Corporation of UP4802 endorse continued Brokerage services through the existing broker, Arthur J Gallagher.*

MOTION CARRIED

MOTION 4. *That the Owners Corporation of authorise the Strata Manager to effect the statutory and additional insurances of the owners corporation.*

MOTION CARRIED

INSURANCE CLAIMS

Please refer attached summary of insurance claims.

FINANCIALS

MOTION 5. *That the independent audit report prepared by Kelly & Partners for the period ending 30 April 2025 be accepted.*

MOTION CARRIED

SINKING FUND

The Owners Corporation of UP4802 obtained their Sinking Fund Forecast Report on to meet legislative requirements, and, pursuant to Section 85 of the Unit Titles (Management) Act 2011, the Sinking Fund Forecast will be renewed and updated prior to . A copy of the Sinking Fund Forecast is available through the owners portal.

MOTION 6. *That the Owners Corporation adopt the Sinking Fund Forecast dated 17th September 2024.*

MOTION CARRIED

PHYSICAL BUILDING STRUCTURAL DEFECTS

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners Corporation to consider physical building structural defects at each Annual General Meeting. The Owners Corporation can only consider defects affecting common property or the Defined parts of the building specified in the Act.

The Owners Corporation of Powerhouse are unaware of any outstanding building defects.

MAINTENANCE ISSUES

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners Corporation to consider maintenance issues (new or outstanding) at each General Meeting.

All maintenance matters continue to be addressed.

Ongoing maintenance issues include:

- Issues with the tagging of fire doors which is being resolved - Closed
- Door frame gaps identified by ONB to be followed up by Strata - Open
- ONB - Fire alarm in Building Managers building - Open
- Kone lift servicing credit note - Seek a quote for legal service to draft a legal demand letter and forward response letter to EC members to follow up with Kone complaints unit.

Maintenance contracts include:

- Solar Panel Maintenance – Capital Solar Maintenance – 01/04/2024 – 31/3/2027
- Roller Door Servicing – Capital Doorworks – 01/04/2024 – 01/04/2027
- Lift Maintenance Contract – KONE – 20/08/2023 – 20/08/2026
- Gardening Contract – All Seasons Horticulture – 01/09/2022 – 31/08/2025
- Cleaning Contract – Maiden Cleaning – 01/06/2024 – 31/05/2027
- Electrical Maintenance – Pacific FM – 6/4/2023 – 05/04/2026
- Plumbing (included pumps) – QMAX – 16/05/2023 – 15/05/2026
- Table/Bench maintenance – Thor's Hammer – 27/3/2023 – 26/03/2026
- Pigeons - Australian Pest Bird Management – 4/4/2025 – 4/4/2028

MAINTENANCE PLAN

MOTION 7. *That the Maintenance Plan be confirmed as adequate.*

MOTION CARRIED

FIRE SAFETY

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners corporation to review provisions and compliance with the national construction code for fire safety, and at each Annual General Meeting.

All emergency and fire systems are maintained to Australia Standards 1851 by your fire control contractor, O'Neill & Brown Fire.

Please refer to the attached compliance certificate.

AUTHORISATIONS, DELEGATIONS & APPOINTMENTS

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners to assess the adequacy of authorisations, delegations and appointments.

The following authorisations, Delegations and Appointments are in place.

- The Executive Committee are authorised to make determinations regarding investment of funds into interest bearing term deposits.
- The Executive Committee are authorised to make determinations regarding appointment of service contractors.

BUDGET DEBATE

Levies are payable by the agreed due date. Interest of 10% accrues on unpaid levies.
The levy due 1 July 2025 will be delayed until 28th July, due to the Reduced Quorum.

MOTION 8. *That the proposed Administrative Fund budget of $346,940.00 (plus GST) for the period 1 May 2025 to 30 April 2026 be adopted.*

MOTION CARRIED

MOTION 9. *That the proposed Sinking Fund Expenditure Budget of $18,490.00 (plus GST) for the period 1 May 2025 to 30 April 2026 be adopted.*

MOTION CARRIED

MOTION 10. *That the Owners Corporation determines an Administrative Fund Levy Contribution of $316,940.00 (plus GST) for the twelve-month period, commencing 1 May 2025 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1 July 2025, 1 October 2025, 1 January 2026 & 1 April 2026.*

MOTION CARRIED

MOTION 11. *That the Owners Corporation determines a Sinking Fund Levy Contribution of $50,808.20 (plus GST) for the twelve-month period, commencing 1 May 2025 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1 July 2025, 1 October 2025, 1 January 2026 & 1 April 2026.*

MOTION CARRIED

STRATA MANAGEMENT AGENCY AGREEMENT

Section 50 of the Unit Titles (Management) Act 2011 and Section 100 of the Agents Act, requires a Strata Managing Agent to have a written agreement with its client.

The Owners Corporation's current management agreement was signed on 19th July 2024 and expires on 19th July 2027. The contract is available through the owners portal.

CONTRACTOR COMPLIANCE

MOTION 12. *That the services of a contractor compliance company be engaged to audit contractors to ensure compliance with insurance and licencing requirements.*

MOTION CARRIED

EXECUTIVE COMMITTEE

MOTION 13. *That the Owners Corporation determine the number of members to form the Executive Committee until the next Annual General Meeting, with the appointment of those members to take place at this meeting.*

MOTION CARRIED

The following members were elected to the executive committee:

D Steele (Unit 406)
B Rayner (unit 311)
N Southwell (Unit 310)
B Connor (unit 109)

GENERAL BUSINESS

No business was raised.

CLOSURE

There being no further business the chairperson declared the meeting closed at 5:54 pm

VANTAGE STRATA
BUILDING TRUST

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 4802

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made— 2 August 2023

Tick applicable box, or both boxes if applicable:

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

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

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
3 July 2024	See attached minutes

A4 Owners corporation declaration

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

THE OWNERS - UNITS PLAN No. 4802 Common Seal

.....

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

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

VANTAGE STRATA
BUILDING TRUST

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 whilea 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 thetotal 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 quorumdecision may be made if a ***reduced quorum*** (see next point) is then present for consideration of themotion (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 themeeting 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 followingsuch 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 decisionson 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).

VANTAGE STRATA
BUILDING TRUST

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 *dateof 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 quorumgeneral 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 (aperson 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 corporationheld 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 motionis 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 apetition 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 atany 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 revocationmotion 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 4802 'KINGSBOROUGH D - POWERHOUSE' 17 THE CAUSEWAY, KINGSTON, ACT 2604

Venue	Microsoft Teams		
Date	Wednesday, 3rd July 2024		
Time	05:30 PM		
Present	B Connor	(25/109)	
	B Murfin	(43/210)	
	N Southwell	(61/310)	
	B Rayner	(62/311)	
	D Choo	(66/304)	
	D Steele	(68/406)	
Additional Attendees	D Peyton	Strata Manager, Vantage Strata	
Apologies	None		
Proxies	Fred & Sue Pty Ltd	(17/UG01)	For the Chairperson
Absentee Votes	None		
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 afterthe date of this meeting. A reduced quorum decision is only overturned if, within 28 days after the decision was made, the Owners Corporation is given a petition requiring that the decision be overturned, signed by a majority of people entitled to vote.*		

1. CHAIRPERSON, PROXIES AND APOLOGIES

Ordinary Resolution

It was **resolved** that B Rayner be appointed chairperson for the meeting. The proxy vote received from Lot 17/UG01 was acknowledged and accepted, no apologies or absentee votes were noted. The meeting formally commenced at 5:37pm, noting a reduced quorum.

MOTION CARRIED

2. ADOPTION OF MINUTES

Ordinary Resolution

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

Note to the minutes: Amendment made to clarify 'Annual' General Minutes.

MOTION CARRIED

3. CHAIRPERSONS REPORT

The Chairpersons report was acknowledged.

4. INSURANCE VALUATION (ADOPTION)

Ordinary Resolution

It was **resolved** that the Owners Corporation adopt the insurance valuation obtained from QIA GROUP PTY LTD and authorise the Managing Agent to utilise the insurance valuation to adjust the insurance cover amount of the current insurance policy, so that the cover amount is in line with the recommended insured amount as per the report.

It was noted that the recently obtained valuation report has been endorsed to increase the premiums accordingly, and an updated Certificate of Currency reflecting this increase will be issued shortly and be made available on Building Link.

MOTION CARRIED

5. INSURANCE

Special Resolution

That the Owners Corporation authorise the Executive Committee by Special Resolution, upon renewal of the existing insurance policy, to act on its behalf to:

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

MOTION CARRIED

6. AUDITED FINANCIALS (ADOPTION)

Ordinary Resolution

It was **resolved** that the Owners Corporation adopt the audited financials and audit report for the financial period ended 30th of April 2024.

MOTION CARRIED

7. AUDITED FINANCIALS

Ordinary Resolution

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

MOTION CARRIED

8. ADMINISTRATION FUND EXPENDITURE BUDGET

Ordinary Resolution

It was **resolved** that the Administration Fund expenditure budget of $348,137.60 plus GST for the period 1st of May 2024 to 30th of April 2025 be adopted.

MOTION CARRIED

9. ADMINISTRATION FUND CONTRIBUTION

Ordinary Resolution

It was **resolved** that a contribution be determined to the Administration Fund equal to the sum of $285,000.00 plus GST, to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 30th of August 2024, 30th of October 2024, 30th of January 2025 and 30th of April 2025.

It was noted that the income has been offset to utilise an accumulation of existing admin surplus funds in order to reduce the contributions and therefore levies payable by owners.

MOTION CARRIED

10. SINKING FUND EXPENDITURE BUDGET

Ordinary Resolution

It was **resolved** that the Sinking Fund expenditure budget of $16,729.00 including GST for the period 1st of May 2024 to 30th of April 2025 be adopted.

MOTION CARRIED

11. SINKING FUND CONTRIBUTION

Ordinary Resolution

It was **resolved** that a contribution of $49,653.00 plus GST as per the Sinking Fund Forecast Report be determined to the sinking fund for the period 1st of May 2024 to 30th of April 2025 to be contributed by owners in accordance with their Units Of Entitlement and payable by 4 instalments due on 30th of August 2024, 30th of October 2024, 30th of January 2025 and 30th of April 2025.

MOTION CARRIED

12. SINKING FUND PLAN (UPDATE)

Ordinary Resolution

It was **resolved** that the Owners Corporation authorises the Managing Agent to obtain an updated Sinking Fund Plan which is to be presented to owners for their consideration and adoption at the next General Meeting of the Owners Corporation.

MOTION CARRIED

13. MAINTENANCE PLAN (ADOPTION)

Ordinary Resolution

It was **resolved** that the Owners Corporation adopt the maintenance plan, a copy of which is located in the BuildingLink library.

MOTION CARRIED

14. FIRE SAFETY REVIEW

The Annual Fire Safety Certificate was reviewed and acknowledged.

15. DEFECTS

The gap between the balustrade railing and the fire escape wall was raised, however it was confirmed that this has been investigated and complies with regulations and requirements.

No other items were raised.

16. CONTRACTS

The Strata Management contract was noted, and will be addressed in further motions.

Note to the minutes: The Building Management contract held by CT 32 will be discussed at the General Meeting scheduled 22nd July 2024. It is noted that this contract has been terminated by Vantage Strata following the movement of Strata Management by other blocks.

17. CONTRACTS AND SERVICE AGREEMENTS

Ordinary Resolution

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

MOTION CARRIED

18. TERMINATION OF STRATA MANAGEMENT COMPANY

Ordinary Resolution

It was **resolved** that the strata management services provided by Vantage Strata for Units Plan 4802 "The Powerhouse" be terminated at the end of the contract term, noting that the contract expires on 28 June 2024.

It was noted that Strata Management responsibilities will be maintained by Vantage until the scheduled handover with the new agent on 18th July 2024.

MOTION CARRIED

19. STRATA MANAGEMENT AGENCY AGREEMENT

Ordinary Resolution

That the Owners Corporation of Units Plan Units Plan 4802 “The Powerhouse”, agree in accordance with Section 50 of the Unit Titles (Management) Act 2011, to the following:

1. That Signature Strata Pty Ltd be appointed as Managing Agent, for a period of three (3) years.
2. That the Owners Corporation delegate to the Managing Agent all functions of the Owners Corporation (other than those prohibited by the Act) necessary to enable the agent to carry out the agreed services and additional services if required;
3. That the agent be authorised to open and operate a bank account on the owners corporations behalf on or after the date of this meeting;
4. That the Owners Corporation execute a written agreement to give effect to this appointment and delegation;
5. That the delegation to the agent is subject to the conditions and limitations listed in the agreement; Page 9
6. That authority is given for the Common Seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting.
7. That two members of the Owners Corporation/Executive Committee be authorised as signatories on behalf of the Owners Corporation to sign the Agency Agreement with Signature Strata Pty Ltd.

MOTION CARRIED

20. EXECUTIVE COMMITTEE (Election)

Ordinary Resolution

It was **resolved** that the Owners Corporation elect the following owners as eligible members of the Executive Committee.

- B Connor (25/109)
- N Southwell (61/310)
- B Rayner (62/311)
- D Steele (68/406)

MOTION CARRIED

21. GENERAL BUSINESS

No items were raised.

MEETING CLOSURE

There being no further business the meeting formally closed at **06:00 PM.**

Kingsborough
Block D EC Minutes

Meeting details

Date:	4 March 2026
Time:	5:30 pm
Where:	Zoom Meeting - Meeting ID: 867 7390 2861 | Passcode: 332221
Attendance:	N Southwell, B Connor, B Rayner, D Steele
Present:	N Robb (Signature Strata)
Observers:	N/A

Agenda items

1. Adoption of the previous Meetings Minutes held on 10 December 2025
    - Approved

2. Financial Report – Bank balance as of 04/03/2026
    - Admin $201,288.38
    - Sinking $168,016.93
    - Arrears $4,563.06
        - Lot 14 is on a payment plan (This payment plan includes maintaining payment of all further levies – Strata to follow up this is occurring).
        - Lot 15 has begun arrears process.
        - Lot 42 has begun arrears process.
        - Electrical contract budget item is not required in the 2026/2027 FY.
        - A lift contract payment has been made out of line item Lift Maint. – Payment to be moved to Lift Contract.
        - A garage door contract payment has been made out of line item Maint, Doors – Payment to be moved to Maint. Garage Contract.
        - A payment to Qmax for Sumps & Pumps was paid out of Maint. Plumbing – to be moved to Maint. Sumps and Pumps.
        - The payment for the Special Project Playground Furniture to be moved to Admin – Special Projects.

3. Feedback from CT
    - Levy payments – confirmed as up to date. Originally delayed due to creditor processes.
    - Gardening works – delayed new planting until Autumn to avoid heat stress to plants.

- Irrigation repairs have been completed.
- Damaged fences along The Causeway – signage to be installed and repairs to fencing to be completed to stop pets from damaging the plants/grass. Fence to be discussed at next committee meeting.
- Traffic management plan – 2 quotes provided. One company has since closed down, and the other quote requires refining to confirm it meets the scope of works. There has been more information sought in regard to quoting for the line marking for the artwork.
- JJ Richards truck hit a light, and footage was not saved in time, CT32 paid for the light repair.
- The Causeway Tree maintenance – Fix My Street has been notified. Anyone can continue to notify to add weight to this concern.
- Next meeting – Wednesday 22nd April

4. Maintenance and contracts:

Item	Contract holder	Contract dates	Notes
Solar panel maintenance	Capital Solar Maintenance	01/04/2024 to 31/03/2027	
Roller door servicing	Capital Doorworks	01/04/2024 to 01/04/2027	
Lift maintenance	Kone	20/08/2023 to 20/08/2026	
Gardening	All Seasons Horticulture	01/09/2022 to 31/08/2025	Quote approved
Cleaning	Maiden Cleaning	01/06/2024 to 31/05/2027	
Electrical maintenance	Pacific FM	06/04/2023 to 05/04/2026	Requested new contract.
Plumbing (pumps only)	QMAX	16/05/2023 to 15/05/2026	
Table/bench maintenance	Thor's Hammer	27/03/2023 to 26/03/2026	Contract not to be renewed.
Pest control - Birds	Australian Pest Bird	04/04/2025 to 04/04/2028	

- EC agrees not to renew Thor's Hammer contract.
- Pacific FM – new contract requested. For review by the EC.
- All Seasons – new gardening contract quote approved.

5. Action items

- In progress
    - Maintenance report (QIA)
        - Data filled in so far.
        - BM to include serial number and name.
    - Kone servicing reports
        - Kone has only provided 3 services within 12-month periods, despite invoicing for 4 services.
        - EC committee spoke with regional manager Chris Olley and has requested a copy of all reports from the start of their contract with us and has raised a complaint with KONE.
        - Last update on 1/3/26 requesting further information concerning invoices for the 2023-2026 period.
    - Gardening contract
        - Quote received from Allseasons for Block D gardening contract
        - Committee have approved the quote.
    - Details about Debt collection and units behind on payment
        - UG15 – Levy relief application has been approved.
        - UG16 – Has been sent 1st reminder
        - 209 – Has been sent 3rd reminder
    - Basement Cracking
        - Quotes being sought – 2 quotes have been obtained and a third is expected. Quotes to be sent to the EC when received.
    - Sinking fund investments
        - Sinking fund getting close to $200,000 and growing each year.
        - EC has reviewed rates for investment accounts to invest sinking fund for better financial returns.
        - The EC has agreed to invest $100,000 with Macquarie at 4.20% for 3 months.
    - Fire door repair - Reminder to residents to close door for safety reasons.
        - Fire door replacements are taking 6 weeks on average once ordered across all sites. There are currently issues with supply. We should have the new door within the next two weeks.

- Closed
    - Units Obstructing walkways
        - Notice issued on 12/9/25
        - There are minor items on each floor (prams, bikes, pot plants). Nothing large obscuring walkways (fridges, large cabinets etc).
        - Item Closed – to be monitored by the building manager.
    - Leak outside B1 lifts
        - This is being monitored by the building manager.

- Equipment stored on top of storage cages
    - Letters were issued to units on 15/9/2025, Second notice was issued January 2026. Notices were last placed at the end of January 2026. D Block is the tidiest with only a few items left on storage cages.
    - ACTFB have been requested to attend – Attendance is not possible at this time, however, further requests will be made.
    - Item Closed – to be monitored by the building manager.
- Portable lock boxes for units
    - Reminder has gone out to residents asking to remove all lock boxes on shared property.
    - Item Closed – to be monitored by the building manager.

Building managers' report

December/January report reviewed. No items to address.

February report not yet received.

General Business

Special projects for 26/27 budget

- Will determine costs available for special projects.
- Signage near lifts (lower ground) - EC met with artist Karri McPherson to make signage more Powerhouse based. Karri will provide a cost estimate.

Draft budget to be provided to Treasurer by Mid-April.

- Budget items that need to be included and quoted for
- No extra items noted at this time.

Reports being available for committee – particularly for regular maintenance work.

- Committee Hub will be populated with maintenance reports.
- Contractors to be reminded that they must check in with the building manager when attending site.
- Ask BM if he can provide a monthly list of contractors attending.

Inclusions for AGM

- lockboxes not to be on Common Property.

Next meeting

The annual general meeting will be held on 27 May 2026.

Closure of meeting

The meeting was closed at 6.40pm.

Kingsborough
Block D EC Minutes

Meeting details

Date:	10 December 2025
Time:	5:30 pm
Where:	Zoom Meeting Join Zoom Meeting https://us02web.zoom.us/j/86290465063?pwd=z150XRqbokpbmJPVnFhV0KnM2ypFb0.1 Meeting ID: 862 9046 5063 | Passcode: 716281
Attendance:	N Southwell, B Connor, B Rayner, D Steele
Present:	N Robb (Signature Strata)
Observers:	Bev U210

Agenda items

1. Adoption of the previous Meetings Minutes held on 17 September 2025
    - Approved.

2. Financial Report – Bank balance as of 02/12/2025
    - Admin $207,764.56
    - Sinking $153,690.85
    - Arrears $3,690.09
        - Lot 42 has made payment to cover the arrears.
        - Lot 15 is on a payment plan – follow up with Deb for a renewed payment plan.
        - Kone lift contract payment in maint. – move to contract
        - Line 165255 – Maint. Doors to be moved to line 16560 – Quarterly garage door maint.
        - Line 13708 - Cleaning general – Signature Strata to investigate GST amounts after line code change.
        - Line 14915 - Fire protection contract – invoice on 31/7 for isolate zone – required when maintenance performed by Venture Plumbing.
        - Line 26005 - Plant and equipment invoice for furniture – to be moved to line 180111.

3. Feedback from CT
    - Christmas event is being held in the village on December 13th.

- Traffic management report has been approved by CTS and going out for tender.
- All seasons is remaining as CT gardening contractor.
- Plants on the causeway are protected by fencing which will stay in place until Jan/Feb.
- Liquor license approval to use CT common property,

4. Maintenance and contracts:

Item	Contract holder	Contract dates	Notes
Solar panel maintenance	Capital Solar Maintenance	01/04/2024 to 31/03/2027	
Roller door servicing	Capital Doorworks	01/04/2024 to 01/04/2027	
Lift maintenance	Kone	20/08/2023 to 20/08/2026	
Gardening	All Seasons Horticulture	01/09/2022 to 31/08/2025	Allseasons awarded contract for CT. Request for quote submitted for Block D.
Cleaning	Maiden Cleaning	01/06/2024 to 31/05/2027	
Electrical maintenance	Pacific FM	06/04/2023 to 05/04/2026	
Plumbing (pumps only)	QMAX	16/05/2023 to 15/05/2026	
Table/bench maintenance	Thor's Hammer	27/03/2023 to 26/03/2026	
Pest control - Birds	Australian Pest Bird	04/04/2025 to 04/04/2028	

5. Action items

- In progress
    - Maintenance report (QIA) and data filled in so far.
        - With BM – to be sent to the EC with Agenda – follow up with Matt.
    - Kone servicing
        - Kone has only provided 3 services within a 12 month period, despite invoicing for 4.
        - Outline of action taken so far (Signature to compile), Reports received (Dates – Signature to supply), contract dates for lift and dates of reported servicing (Signature).

        - Escalate to the complaints department. Reiterate that they must check in with BM when on site.
        - Signature to raise a complaint via Kone Complaints Department to obtain a case number.
    - Request for quote sent to Allseasons for Block D gardening contract.
    - Details about Debt collection and units behind on payment.
        - Covered in financials.
- From the last Meeting
    - Units Obstructing walkways – Notice issued on 12/9/25
        - To be followed up with Matt.
    - Letters to be issued about residents storing equipment on top of storage cages. ACTFB have been requested to attend – no update. Point FS provided a list of units on 8/9 and notices were issued.
        - The last update by Point FS on 15/9 noted no changes. A second notice to be issued.
    - Basement Cracking – quotes still being obtained.
- Closed
    - New chairs and tables have been installed in the playground.
    - Basement cleaning has been completed.
    - Gutter cleaning completed.

Building managers' report

September, October, November reports.

- November report: Bird pest control – we have a contract with Aus pest bird. Provide the contract to Matt.
- Issues with intercom system fixed.

General Business

- Fire Stair keys & ACTFB access
    - ACTFB now has access to lock box code for fire stair keys.
    - EC keys provided 2x sets of keys.
- Roof leaks are being investigated by Jega. (UG17, LG01)
    - Both are completed and to be monitored.
- Unit 104 dog being housed on balcony – ongoing complaints.
    - Further complaints regarding smell have been addressed.
    - A method of how to clean has been provided by strata manager,
- Lift servicing by Kone – Reports have been requested. No reports have been provided.
- Gas smell potentially coming from Lounge Café - no further issues have been reported.
- Portable lockboxes for units have been reported by BM
    - No lockboxes should be placed on shared property.

    - Rule to be drafted for the AGM.
    - Notice to remind everyone that lockboxes are not to be stored on site. Ascentem currently has a lockbox that needs to be removed.
- Security over the holidays - Notice about security in general over the holiday period to go out to all residents from Signature Strata.
    - Do not let people tail gate into the carpark.
    - Do not jam open gates or fire doors.
    - Do not let people in that you do not know.
    - Packages to go to parcel lockers.
- Expected costs from the New Change to After Hours Service Provider.
    - A new After Hours Service Provider is on board to answer emergency calls. This is in place as of 1 December.
    - The EC will only be charged if an action is required from the provider.
    - Can't give exact costs as we won't know the extent to which the service will be utilised.
    - Over a previous 3 month period, we have only had minimal incidences where an action is required.
    - Owners may be on charged the costs if the After Hours call is found to be a unit owners charge or non-common property emergency.
- Sinking fund at the end of the financial year will be approx. $200,000.
    - Committee looking to invest in a term account.
    - Signature to provide rates for investment accounts for better financial returns.
- Furniture insurance.
    - Follow up required to ensure new furniture is accurately insured. .

Next meeting

The next EC meeting will be held on 4 March 2026, with the AGM on 20 May.
Treasurer and Strata Manager meeting in late Jan/early Feb.

Closure of meeting

The meeting was closed at 6.10pm.

Kingsborough
Block D EC Minutes

Meeting details

Date:	17 September 2025
Time:	5:30 pm
Where:	Zoom Meeting Join Zoom Meeting https://us02web.zoom.us/j/85146784887?pwd=vahlZ9sf073PspdTFaagNvjyCswiTr.1 Meeting ID: 851 4678 4887 | Passcode: 250784
Attendance:	N Southwell, B Connor, B Rayner,
Present:	N Robb (Signature Strata)
Observers:	Bev U210
Apologies:	D Steele

Agenda items

1. Adoption of the previous Meetings Minutes held on 24 July 2025
    - Approved.

2. Financial Report – Bank balance as of 12/09/2025
    - Admin $161,154.61
    - Sinking $158,143.90
    - Arrears $6,400.14 – Report from Admin to be sent to the EC.
    - Kone servicing invoices – Seeking service reports as there is no evidence of onsite maintenance.
    - 13708 – cleaning general – moving of GST general to contract.
    - GST on extra cleaning.
    - 16105 – Kone credit GST.

3. Feedback from CT – Executive Committee Meeting and Planning Meeting
    - Signature Strata have terminated services to the CT. The CoM have sought quotes and will be holding a General Meeting on the 30th of September to endorse the engagement of Bright & Duggan.
        - The EC of Block D have resolved to endorse the engagement of Bright & Duggan.
    - Sub committees are currently operating as below:

- Traffic management – Rod
- Garden management – Robyn & Denise
- Shared register and assets – Robyn & Marie

4. Maintenance and contracts:

Item	Contract holder	Contract dates	Notes
Solar panel maintenance	Capital Solar Maintenance	01/04/2024 to 31/03/2027	
Roller door servicing	Capital Doorworks	01/04/2024 to 01/04/2027	
Lift maintenance	Kone	20/08/2023 to 20/08/2026	
Gardening	All Seasons Horticulture	01/09/2022 to 31/08/2025	
Cleaning	Maiden Cleaning	01/06/2024 to 31/05/2027	
Electrical maintenance	Pacific FM	06/04/2023 to 05/04/2026	
Plumbing (pumps only)	QMAX	16/05/2023 to 15/05/2026	
Table/bench maintenance	Thor's Hammer	27/03/2023 to 26/03/2026	
Pest control - Birds	Australian Pest Bird	04/04/2025 to 04/04/2028	
Height SS	Touchdown	September	
Window Cleaning		When – may change to line up with other blocks.	

- Gardening Maintenance quotes have been provided to the CT for review and Block D will consider changing maintenance providers once the CT and other Blocks have engaged a new provider.
- N Southwell will circulate the gardening scope of work.

5. Action items
    - In progress
        - Playground renovations. – Rendered drawings of 2 options are being considered. EC to review and decide on which option to progress with.
        - Basement carpark cracked – Blocks D & E have agreed to co-ordinate repairs. Signature Strata is seeking quotes and options to fill the cracks.

- Maintenance report (QIA) and data filled in so far. BM will continue to progress as maintenance occurs.
- Gutter cleaning quotes:
  - CBR Premium Gardens – $370.00
  - RigCom - $550.00 – Amended to the scopes of works – Approved by EC to progress.
  - CBR Roof Worx - $1200.00
  - Touchdown - $2400.00 – amended to the scopes of works
- Fire door tags – Last followed up on 12/8 with O'Neill & Brown. Matter closed pending any follow up from O'Neill & Brown.

- Closed
  - Wooden benches – 25/8
  - Garage door noise affecting Unit 117 – Drain grate repaired 28/8
  - O'Neill and Brown fire door tagging

Building managers' report

July & August reports.

- Items on top of storage cages. Letters to be issued to units storing equipment on top of storage cages requiring the removal of the items within two weeks. ACT Fire Brigade will be asked to attend and issue notices.

General Business

- Fire Stair keys & ACT Fire Brigade access
  - No known key to open all levels of fire stairs.
  - Signature Strata to contact ACT Fire Brigade to confirm if they have a lock box.
  - Lockbox to be placed back in fire room. If possible, keyed to the fire brigade key.
  - EC to also be provided with a master set of keys.
- Corridor access – items being stored in corridors
  - Units storing items that obstruct walkways is a fire safety issue and these items should be removed.
- Roof leaks are being investigated by Jega
  - JEGA investigating roof leaks in UG17.
  - JEGA will report back.
- Leak outside B1 lifts
  - This is being monitored by the BM.
  - Still leaking but only with heavy rain.
  - Signature Strata to look into drip tray quotes previously obtained.
- Leak to LG01 – Ascentum

    - Strip drain investigated but there is a gap between wall and floor that needs to be sealed.
- Unit 104 dog being housed on balcony
    - Ongoing complaints of bad smell and dog faeces on the balcony and within the playground space.
    - Multiple requests have been provided to the tenant asking to clean up after their pet.
    - A Breach Notice has been approved for issue on next complaint being received.
- Lift servicing by Kone – reports to be provided to EC prior to invoice being paid.
- Gas smell potentially coming from Lounge Café
    - Coming from the meter area, ground floor by the exit ramp
    - BM to engage ACTEWAGL.
    - Bench plumbing has been out to do assessments.

Next meeting

The next EC meeting will be held on Wednesday 10 December 2025.

Following meetings will take place on:

- Wednesday 4 March 2026
- Wednesday 20 May 2026

Closure of meeting

The meeting was closed at 6:30pm.

Kingsborough
Block D EC Minutes

Meeting details

Date:	24 July 2025
Time:	5:30 pm
Where:	Zoom Meeting
	Meeting ID: 871 9470 2830 | Passcode: 803967
Attendance:	N Southwell, D Steele, B Rayner, B Connor
Present:	Nicole Robb – Signature Strata,
Observers:	Unit 304

Agenda items

1. Adoption of the previous Meetings Minutes held 7th May 2025
    - Approved.

2. Elect committee member roles
    - Chair – B Rayner
    - Secretary – B Connor
    - Treasurer – N Southwell

3. Financial Report – Bank balance as of 15/07/2025
    - Admin $167,917.49
    - Sinking $154,566.62
    - Arrears $4,203.70
    - Solar cleaning – completed in September 2024, however, the invoice was not received until June 2025. The 2025/2026 accounts will reflect 2 payments for cleaning in the new FY. Capital Solar will be contacted to confirm the timing of the next cleaning due in September/October.
    - Arrears update with CCA.

4. Feedback from CT – Executive Committee Meeting, AGM and meeting with Susan Proctor.
    - By-laws – Robyn to take carriage to consolidate the feedback to Susan.
    - Asset register to concentrate on the BM room and the public lift, No appetite the to change the levy schedule.
    - TMP was approved entire – only change was the signage to be moved back one light pole. RD Gossip still to provide a final plan and quote.

5. Maintenance and contracts:

Item	Contract holder	Contract dates	Notes
Solar panel maintenance	Capital Solar Maintenance	01/04/2024 to 31/03/2027	
Roller door servicing	Capital Doorworks	01/04/2024 to 01/04/2027	
Lift maintenance	Kone	20/08/2023 to 20/08/2026	
Gardening	All Seasons Horticulture	01/09/2022 to 31/08/2025	Quotes are being obtained
Cleaning	Maiden Cleaning	01/06/2024 to 31/05/2027	
Electrical maintenance	Pacific FM	06/04/2023 to 05/04/2026	
Plumbing (pumps only)	QMAX	16/05/2023 to 15/05/2026	
Table/bench maintenance	Thor's Hammer	27/03/2023 to 26/03/2026	
Pest control - Birds	Australian Pest Bird	04/04/2025 to 04/04/2028	

6. Action items

- In progress
    - Maintenance and repairs of wooden benches.
        - Follow-up for a completion date following weather delay.
    - Playground renovations.
        - EC to review new quotes and designs.
    - Garage door noise has returned and is affecting Unit 117 – maintenance to be completed on Thursday 24 July.
        - Report to be provided from Capital Doorworks and building manager.
    - Basement carpark cracked – Jega to investigate and report back.
        - Jega has engaged an engineer and reported back that the cracks are not structural and are maintenance related to wear & tear.
        - Suggestion is that the 3 Blocks, B, D & E combine to have the cracks fixed. The strata manager will obtain quotes.
    - Sewer blockage that affected 211. Venture Plumbing investigated and found wood and debris in the main line.
    - Plumbing PPM tenders:
        - Venture Plumbing – Year 1 - $3,500 + GST

        - JML Plumbing – Year 1 - $1,956 + GST
        - Pacific FM – Year 1 - $750 + GST

        The meeting agreed a PPM is not required and the strata manager will engage Venture plumbing to clean out channel drains now, and once a year.

        It has been reported that welds have been cut on Tuesday morning on the grate drain for unknown reasons, the strata manager will follow up with the building manager. Quote to get it fixed from House Face Lifters.

    - Maintenance report (QIA) and data filled in so far.
        - Some of the contractors need to be updated.
        - Missing fire system items – hydrants and sprinklers. Dates need to be provided. Schedule to be provided from O'Neill & Brown.
        - Dates for all items i.e. HSS.
        - Roof replacement date after hailstorm.

    - O'Neill & Brown Fire Quote for fire door frame gaps - $500.50
        - Deferred until other doors require the same maintenance.
        - Does this affect compliance for the building. Follow up where the door is located.

    - Gutter cleaning quotes:
        - CBR Roofworx - $1,200
        - Canberra Premium Garden Solution - $370
        - Rigcom - $550
        - Touchdown - $2400

        The strata manager will follow up on the scope of work to ensure it includes the gutter from the entry way to LG and downpipe cleaning.

- Closed
    - Kone lift service credit - credit received on 8 May 2025
    - Thermal switches tested by Pacific FM, report included
    - Atrium plants have been planted

7. Out of session decisions
    - Gate intercom repaired by Smart Design
    - 3 x LED downlights replaced by Pacific FM - $330+GST

Building managers' report

May and June reports.

- Noted.

General Business

PETS
The meeting wants to remind all residents that pets are approved with the consent of the executive committee, and all pets need to be registered with the strata manager. If you need a form, please contact Signature Strata.

RENOVATIONS
All owners wishing to internally renovate their unit need to seek approval from the executive committee. A form can be filled in on the owners portal, or by contacting Signature Strata.

Next meeting

The next EC meeting will be held on 17th September 2025.
10th December 2025
4th March 2026
20th May 2026

Closure of meeting

The meeting was closed at 6.22pm.

KINGSBOROUGH BLOCK D EC MINUTES

Date: **7th May 2025**

Time: **5.30 pm.**

Where: **Join Zoom Meeting**

https://us02web.zoom.us/j/81854801245?pwd=ehxL0OcHHzDUNFavTTJ2FhL7xREZeX.1

Meeting ID: 818 5480 1245
Passcode: 767569

Attendance: **N Southwell, D Steele, B Rayner, B Connor**

Present: **Nicole Robb – Signature Strata**

Observers: **Unit 210**

Agenda Items

1: Adoption of the previous meeting minutes held on 5 February 2025.

Approved.

2: Chair Report – B Rayner advised there was no report for this meeting, but the AGM report has been drafted.

3: Financial Report – Bank balance as of 20/01/2025.

- Admin $113,732.80
- Sinking $137,826.21
- Arrears $2,877.83
- Kone credit. – Ongoing.
- AGM Budget
    - Monies are still to be paid out of the Admin account to cover the last invoices of the previous FY. Approx. $6-7000. Gardening, management fees, cleaning etc. for April.
    - Thermal imaging of boards to include all boards, not just the House Board.
    - Quotes for plumbing PPM – get estimate for budget.

- Special projects line item is still being used for items that have carried over from the previous FY.
- The budget will have a $30,000 deficit to cover remaining special projects.
- The budget will include funding to replace the washing machines from the sinking fund.
- Electrical PPM is currently being completed by Pacific FM. The budget will be split into electrical – contract and electrical – maintenance.
- Fire Doors are still being investigated by Construction Control.

4: Feedback from CT – Executive Committee Meeting

- Traffic Management Plan - no decision was made at the EC meeting with a decision to be made at the forthcoming AGM
- Garden upgrades have started on The Causeway garden beds. Please stay off the gardens to allow the plants to establish.
- CT budget.
- CCTV – is covered by the CT, however, the building manager is to confirm if the security system is included or separate per Block.
- Food trucks/pop-ups – forms have been submitted from Block D for CT review. An owner/EC member will need to take carriage of the process to review and approve applications.

5: Maintenance and Contracts –

- *Solar Panel Maintenance – Capital Solar Maintenance – 01/04/2024 – 31/3/2027*
- *Roller Door Servicing – Capital Doorworks – 01/04/2024 – 01/04/2027*
- *Lift Maintenance Contract – KONE – 20/08/2023 – 20/08/2026*
- *Gardening Contract – All Seasons Horticulture – 01/09/2022 – 31/08/2025 – wait to see if the CT changes contractors.*
- *Cleaning Contract – Maiden Cleaning – 01/06/2024 – 31/05/2027*
- *Electrical Maintenance – Pacific FM – 6/4/2023 – 05/04/2026*
- *Plumbing (including pumps) – QMAX – 16/05/2023 – 15/05/2026*
- *Table/Bench maintenance – Thor's Hammer – 27/3/2023 – 26/03/2026*
- *Pigeons - Australian Pest Bird Management – 4/4/2025 – 4/4/2028*

6: Action List –

- Maintenance and repairs of wooden benches. Thor's Hammer to complete the paid bench repairs in the playground area in mid-May. . –
- Gutter Clean – quote requests have been sent to Touchdown, CBR Premium Garden Solutions and Gutter Vac

- Request all contracts to be in the Signature Strata app

In-Progress:

- Kone Doors – Credit still to be received – Signature Strata to follow up and advise EC.
- Fire Doors/ ONB issues – Quote from ONBFS for 'door leaf' systems - $500.50 – on-hold pending clarification on how all doors are affected at once.
- Thermal switches were tested by Pacific FM; however, they have only tested the 1x house distribution board. The other separate boards do not require annual testing and were not included. See above Chair report for request all boards to be checked.
- Feedback on playground renovations. None received from owners after last meeting. With EC for review.
- All seasons – Andrew has confirmed the plants have arrived and are at depot, work will be commencing this month. Half-way through planting the remaining pots

6: Out of Session Decision –

- Budget discussion.

Building Managers Report:

March and April reports noted.

- Drain cleaning – the grated drain at the bottom of B1 ramp needs to be cleaned out. (Signature to organize)

General Business:

- Committee to consider entering into a plumbing PPM. – 2 Quotes to be obtained.
- Committee to consider entering into an electrical PPM. – with Pacific FM. To be separated in the budget between contract and maintenance. Find contract and put on the portal.
- Window washing, atrium clean and pigeon work (reminder for owners to provide feedback on window washing and dissatisfaction or missed windows)
    - Communication on window cleaning was not timely or detailed from Signature Strata.

Next meeting:
AGM – 18th June at 5.30 pm

Closure of Meeting:

6.35 pm

KINGSBOROUGH BLOCK D EC MINUTES

Date: **5th February 2025**

Time: **6 pm – changed next meetings to 5.30 pm.**

Where: **Join Zoom Meeting**

https://us02web.zoom.us/j/81854801245?pwd=ehxL0OcHHzDUNFavTTJ2FhL7xREZeX.1

Meeting ID: 818 5480 1245
Passcode: 767569

Attendance: **Nat, Denise, Ben, Brie**

Present: **Nicole Robb – Signature Strata**

Observers: **No observers due to Agenda not being sent.**

Agenda Items

1: Adoption of the previous meeting minutes held on 4 December 2024.

Approved.

2: Chair Report – B Rayner to provide the chair report.

1. Children from other blocks (mostly A Block) are climbing through the garden beds to access the playground.

   Action: SM will send a notice to LJ Hooker reminding residents they cannot use the D Block playground. Notice to be sent by Friday 14th February.

2. Irrigation – All Seasons and the building manager are monitoring the irrigation system and repairing known issues. Irrigation issues at playground corner/ fernery/ ongoing checking of the gardens to ensure enough water is being supplied. Matt to obtain quotes for a CT tap and sprinkler heads.

3. Pot rework: Replacement plants have not been planted.
   Action: SM to follow up with All Season as soon as possible for a date and send it to EC.

4. Bike Storage – Bike storage works have not yet gone ahead.
   Action: Follow up with Point FS to complete the work on B2. Provide notice to residents to move their bikes to allow installation.

5. Fire door tagging – The building manager is working with Parliament Constructions to confirm the original doors that needed tagging or why they were not tagged at the time of installation and certification.
   Action: SM to contact Construction Control as their contractors did not complete mandatory requirements for the Fire doors.
6. Car park roller shutter door – Works to be completed on the 14th of February.
   Action: Notice to be resent to residents outlining the roller door is for b1 only, not both floors as previously stated.
7. Water leaks into the basement – the building manager will monitor.
8. Pigeons on the roof at Dawes Street – A Pest control company has been engaged to attend to the property and remove nesting and quote for eradication.
9. Block D would like to suggest weekend pop-up food trucks access to use the CT area until the commercial tenancies are leased. It was discussed that this is on the agenda for the CT meeting.

3: Financial Report – Bank balance as of 20/01/2025.

- Admin $113,732.80
- Sinking $137,826.21
- Arrears $2,877.83
- Kone credit. – Ongoing. Ben to provide a letter to the managing director of Kone.
- See attached Finance report.

4: Feedback from CT – Executive Committee Meeting

- N/A – Meeting to be held on 12th February.

5: Maintenance and Contracts –

- *Solar Panel Maintenance – Capital Solar Maintenance – 01/04/2024 – 31/3/2027*
- *Roller Door Servicing – Capital Doorworks – 01/04/2024 – 01/04/2027*
- *Lift Maintenance Contract – KONE – 20/08/2023 – 20/08/2026*
- *Gardening Contract – All Seasons Horticulture – 01/09/2022 – 31/08/2025*
- *Cleaning Contract – Maiden Cleaning – 01/06/2024 – 31/05/2027*
- *Electrical Maintenance – Pacific FM – 6/4/2023 – 05/04/2026*
- *Plumbing (including pumps) – QMAX – 16/05/2023 – 15/05/2026*
- *Table/Bench maintenance – Thor's Hammer – 27/3/2023 – 26/03/2026*

6: Action List –

- Smoke Detector in building manager's room – The smoke detector that has been located in the building manager's room is inaccessible because Jega installed A/C ducting for their

tenant. Therefore, the cost will be passed on to Jega to have the detector moved into a more suitable location within the BM office and the fire plan modified accordingly.

- Atrium plant replacement is due February 2025.
  Action: SM to confirm the date with All Seasons.
- Maintenance and repairs of wooden benches. Thor's Hammer has attended and quoted for repairs. The quote of $173 was approved.
  Action: SM to confirm when this will be completed and not be reliant on the CT quote.

In-Progress:

- Unit 117 noises from garage roller door – Ongoing. The Capital Doorworks quote has been approved by the EC. Work to be completed on 14th February 2025. A notification has been sent to residents who park in B1, and notices placed in lifts and outside B1 lifts to inform residents.
- Bike racks – Point Facilities to meet with EC to consider B1 options. Notification to all residents to remove bikes from B2 while bike racks are installed.
  Action: SM to organise A meeting with EC and Point FS as soon as possible
- Kone Doors – Credit still to be received – Kone Followed up on 3/10 & 15/10, 25/11 & 20/1/25. Calls and emails. Suggest legal action.
  Action: Strata Manager to forward the letter from the Chair of the Powerhouse on behalf of the community to the Managing Director of Kone.
- Fire Doors/ ONB issues – The Building Manager is following up with the original installer to confirm the doors are tagged correctly.
- Thermal switches were tested by Pacific FM; however, they have only tested the 1x house distribution board. The other separate boards do not require annual testing and are not included. (Completed)
- A new leak into the basement on the playground end is to be monitored and if it worsens it will be addressed.

Building Managers Report:

Noted.

General Business:

- Playground seating – The EC have considered the options provided and is recommending Option 2 – Square with bench and power pole with power points included. The cost is $35,000.00 approximate quote. Seating alone is approximately $10,000.00 however; this does not include power or shade. Options are being considered for a special project next financial year. We would appreciate feedback from the owners.
- Communication/Follow-up on ACTION items –

  Action: SM to consistently provide monthly updates.

- **Action:** SM to follow up on the completion of the Maintenance plan by the Building Manager. The budget is to be sent 3 weeks before the next meeting for discussion at the EC level before being presented at the EC meeting.
- Next meeting:

ECM – 7th May at 5.30 pm

AGM – 18th June at 5.30 pm

Closure of Meeting:

6.45 pm

Financial Report, Feb 2025 Powerhouse,

Expenditure since the last EC meeting

29-Jan-2025	ICON WATER LIMITED	29-Jan-2025	999254446106	$2,293.76
29-Jan-2025	O'NEILL & BROWN FIRE SERVICES	29-Jan-2025	53845	$280.50
29-Jan-2025	DETLEV'S ELECTRICAL PTY LTD	29-Jan-2025	162440	$330.00
29-Jan-2025	CAPITAL DOORWORKS	29-Jan-2025	34209	$220.00
15-Jan-2025	ACTEWAGL RETAIL	15-Jan-2025	999254307203	$325.96
10-Jan-2025	MAIDEN CLEANING GROUP	08-Jan-2025	162	$2,582.97
10-Jan-2025	CTS32	08-Jan-2025	06012025	$21,137.11
20-Dec-2024	ALL SEASONS HORTICULTURAL SERV	20-Dec-2024	25828	$459.00
19-Dec-2024	VENTURE PLUMBING CANBERRA	19-Dec-2024	3630	$453.75
18-Dec-2024	CAPITAL DOORWORKS	18-Dec-2024	33934	$440.00
10-Dec-2024	O'NEILL & BROWN FIRE SERVICES	10-Dec-2024	52822	$280.50
10-Dec-2024	CAPITAL DOORWORKS	10-Dec-2024	33832	$310.00
10-Dec-2024	KONE ELEVATORS PTY LTD	03-Dec-2024	196107396	$4,010.82
05-Dec-2024	PACIFIC FM PTY LTD	05-Dec-2024	27663	$767.25
05-Dec-2024	MAIDEN CLEANING GROUP	05-Dec-2024	161	$2,582.97
05-Dec-2024	ARTHUR J. GALLAGHER & CO	05-Dec-2024	828464	$53,319.01
04-Dec-2024	CTS32	04-Dec-2024	18112024	$21,640.19

Upcoming expected expenditure

Gardening – replace atrium dead and missing plants around $3000

Roller Door fix as per recommendation from company - $6000

Bike room works - $600

31/1 - $2,731 in arrears

Also exploring the costs of expanding the seating /usage for the playground – initial commercial seating was quite expensive and required ongoing maintenance. Currently seeking an option with power, shelter and seating, and with reduced maintenance needs.. a rough estimate is $35 K and have to inquire further about installation.

KINGSBOROUGH
BLOCK D
EC AGENDA

Date: **4th December 2024**

Time: **5.30 pm**

Where: **Join Zoom Meeting**

https://us02web.zoom.us/j/88656416536?pwd=iNLzXRvWNaKCUz35U3naH3DrFI39GX.1

Meeting ID: 886 5641 6536

Passcode: 491496

Attendance: **N Southwell, D Steele, B Connor, B Rayner**

Present: **Nicole Robb representing Signature Strata**

Agenda Items

1: Adoption of the previous Meetings Minutes held 23 October 2024

Approved.

2: Chair Report – B Rayner to provide chair report.

- Unit 117 noise issue – Door repairs are to be completed next Wednesday. B1 door is out of action for the day. Notice required.
- Options for the BBQ area.
- Irrigation controls – system tampering led to the D Block controller being locked. Gardeners should have reported on the plants earlier.
- Letter to be drafted by the SM for EC and then sent to owners/ residents - Powerhouse – deliveries – potential for theft of parcels. Report suspicious behaviour and collect packages as soon as possible on delivery. Using the parcel lockers where possible. No tailgating into car parks or gates. People moving in and out to use lift blankets. Waste disposal, especially recycling.

3: Financial Report – Bank balance as of 25/11/2024.

- Admin $200,494.15
- Sinking $130,813.14
- Arrears $11,288.55 – Arrears $4,067.08 as of 19/12/2024
- Kone credit. – On-going.

4: Feedback from CT – Executive Committee Meeting

- CMS – The Community Management Statement is being drafted by Monteath with the assistance of Proctor Legal. Members of the CTS committee met with Proctor Legal for an update.
- Irrigation/gardening – A notice will be sent to owners regarding the use of the taps located on the side of Block D – Powerhouse. These taps are accessible from the CT however, the water is metered through Block D. The taps have been locked and the building manager is obtaining quotes for a new tap to be installed that is metered to CT.
- There were initial corrections that were required to the CT budget on transfer to Signature Strata which have now been completed.
- The CT levies are outstanding as per the finance report as there had been an error by Signature in levying the Blocks.
- Next meeting of the CTS is 12th February.
- Garden & lawn rejuvenation quotes still being obtained.

5: Maintenance and Contracts –

- *Solar Panel Maintenance – Capital Solar Maintenance – 01/04/2024 – 31/3/2027*
- *Roller Door Servicing – Capital Doorworks – 01/04/2024 – 01/04/2027*
- *Lift Maintenance Contract – KONE – 20/08/2023 – 20/08/2026*
- *Gardening Contract – All Seasons Horticulture – 01/09/2022 – 31/08/2025 – scope to be reviewed by the EC, updated as necessary and tender process started in 2025.*
    - *Work order for the new plants as been issued – when is the work going to start?*
- *Cleaning Contract – Maiden Cleaning – 01/06/2024 – 31/05/2027*
- *Electrical Maintenance – Pacific FM – 6/4/2023 – 05/04/2026*
- *Plumbing (included pumps) – QMAX – 16/05/2023 – 15/05/2026*
    - *Infrared scanning of electrical switchboard.*

6: Action List –

<u>Completed: Please remove previously mentioned items from this list or items identified completed at last meeting.</u>

- Unit 411 internal ceiling to be painted.
- Fire alarm in Building managers room – New detector installed – Block Plan still to be completed.
- Washing machines have been serviced. Check signage in the laundry "clean filters".

<u>In-Progress:</u>

- Unit 117 noise – Ongoing. Capital Doorworks quote has been approved by the EC. Work to be scheduled. Wednesday 11th.
- Dead plants in Atrium – Allseasons quote approved. Work order issued 20/11/24. Follow up when that will be completed.

- Bike racks – Bike racks have been ordered and will be delivered to site. Bike racks have been delivered. Scope to be discussed with installer due to measurement concerns on B1. – Notification to residents to move bikes from the affected area, to allow for upgrades. B2 to continue and work order issued. Point to meet with EC to consider options for B1.
- Kone Doors – Credit still to be received – Kone Followed up 3/10 & 15/10, 25/11. Calls and emails. Suggest legal action. Timeline & credit note information to be sent to Ben.
- Fire Doors/ ONB issues – Response provided to EC 3/10. Ben to advise if the doors are fire-rated. On-going.
- Building insurance renewal – provided to EC, awaiting confirmation in writing Basement included in policy. – Approved.
- O'Neill & Brown are updating the Block Plan to include the new detector installed in the building managers office.
- Thermal switches – Completed 11/7/24 – follow up as only 1 out of 7 boards was tested.
- Service washing machines – completed. Report to be discussed. Note the report and EC to budget for new machines in the next financial year 25/26.

Building Managers Report:

Copy of contract has been requested from Smart Design for the CCTV. – Obtained

CCTV maintenance contract – confirm scope of work to confirm monthly attendance and reporting.

Defib install and training.

General Business:

- Next levy due 30th January
- Agenda needs to be sent to the EC 2 weeks prior to the meeting. To be sent to owners 7 days prior.
- Minutes of the previous meeting in October issued and on the portal.
- EC considering furniture for the playground.
- Next meeting:

5th February

Closure of Meeting: 6.25 pm

Financial Report (as at 4/12/2024)

Powerhouse is in a good position at the end of 2024. The expenses associated with maintaining the property such as insurance, contracted works and repairs have continued to rise at least 10-15%.

The Overall Admin budget is not representative as there was a delay by Signature in the payment of our contributions to CT. There is also another due in January 2025.

We would appreciate prompt payments of levies as this assists with maintaining funds in our Admin account – currently we are in arrears over $11 000.

It has been challenging to get quotes to move some of our 2024-25 projects forward. We have approved the works for improvement in the bike storage room in B2.

Admin Fund: $173,363.08

Sinking Fund: $130,827.34

KINGSBOROUGH
BLOCK D
EC AGENDA

Date: **23rd October 2024**

Time: **6 pm**

Where: **Join Zoom Meeting**

https://us02web.zoom.us/j/86811426594?pwd=fGKGZx2x1MmcSkY4OsFAY86aHrVgLV.1

Meeting ID: 868 1142 6594 **Passcode: 670036**

Attendance: **Denise, Natalie, Ben. Brie – apologies.**

Present: **To be confirmed at the meeting**

Observers: **To be confirmed at the meeting**

Agenda Items

1: Adoption of the previous Meetings Minutes held 28 August 2024

Approved.

2: Chair Report – B Rayner to provide chairs report.

Point and FS doing well. Follow up on unit 117.

3: Financial Report – Bank balance as of 23/10/2024.

- Admin $191,861.38
- Sinking $129,242.99
- Arrears $31,634.09
- Kone credit. – On-going. Kone did not apply a credit to the last lift invoice as suggested.

4: Feedback from CT – Executive Committee Meeting

CCTV policy – being re-worked by Block B based on feedback.

Traffic management report – sub-committee met and walked around the complex and reviewed sign placement. Validate process through Access Canberra.

5: Maintenance and Contracts –

- *Solar Panel Maintenance – Capital Solar Maintenance – 01/04/2024*
- *Roller Door Servicing – Capital Doorworks – 03/04/2024*
- *Lift Maintenance Contract – KONE - Signed contract obtain*

- *Gardening Contract – All Seasons Horticulture – 29/08/2022*
- *Cleaning Contract – Maiden Cleaning – 01/06/2024*
- *Electrical Maintenance – Pacific FM – 14/4/2023*
- *Plumbing (included pumps) – QMAX – 16/05/2023*

6: Action List –

Completed:

- Leak & Powerpoint fixed by Jega.
- Window Cleaning – Completed.
- Fire Extinguishers – Completed.
- Roof leak – completed. Unit internal ceiling to be painted.
- Dogs peeing in playground – sign installed.
- Fire alarm in Building managers room – New detector to be installed and paid for by CT.
- Basement cracks – Completed by Jega.

In-Progress:

- Leaking AC condensers – Monitoring with BM.
- Unit 117 noise – Ongoing.
- Dead plants in Atrium – Allseasons quote provided. Outscapes and Corporate Gardens still being obtained.
- Bike racks – Scope of work and budget have been provided to the EC. Padlock to be mastered keyed to the normal access to common areas. $5,000 budget.
- Kone Doors – Credit still to be received – Kone Followed up 3/10 & 15/10.
- Fire Doors/ ONB issues – Response provided to EC 3/10. Ben to advise if doors are fire rated.

Building Managers Report:

B2 fire door damaged due to potential break-in. Follow-up.

Security camera issue – been repaired. Check the contract is it covered as maintenance.

Provide all contracts for the CT/ Powerhouse – should be available for relevant committee members in Resvu – also any reports such as sinking fund/ maintenance reports/ latest insurance etc.

Washing machine servicing – quote for service vs. new.

Thermal testing – Completed in July 2024.

Hopper cleaning – Follow up with the cleaners.

Drain at the bottom of ramp into B1 carpark area needs to be cleaned.

General Business:

Any additional items can be raised at the meeting.

- Communication between BM, Signature and EC concerning expenditure.

Request for communication around work that has been completed to ensure that the Block is being invoiced appropriately. Any upcoming work to be advised to the EC.

$200 limit on BM. Everything must be quoted – at least one.

- Waste Room compliance

3 bollards and quote to install. Flamboyant approved work order. SM to follow up with call and get cost estimate.

Next meeting:

4th December 2024 – 5.30pm

Closure of Meeting:

7pm

KINGSBOROUGH
BLOCK D
EC AGENDA

Date: **28th August 2024**

Time: **5.30 pm**

Where: **Zoom:**

https://us02web.zoom.us/j/89152065251?pwd=ptM0isJ5KaMhefCQF5SuWXoP0EZoNC.1

Attendance: **N, Southwell, B Rayner, B Connor, D Steele**

Present: **Nicole Robb & Siena Brown from Signature Strata**

Observers: **Matt Benedetti & Matt Tant from Point FS**

Agenda Items

1: Adoption of the previous Meetings Minutes held 21 May 2024

Approved.

2: Chair Report – B Rayner to provide chair report.

Motion sensor in B1 – completed.

Inaccessible window cleaning and spider spray. Some units have flyscreens on the outside, that face out on to the roadway. Whilst the notice did advise to remove these screens, it was noted several were not and may not have been cleaned. (Investigate this further next year for units facing Dawes to ensure clean)

3: Election of Office Bearers

Chairperson – Ben Rayner

Secretary – Brienne Connor

Treasurer – Natalie Southwell – Approver for the InvoiceHub.

4: Election of CTS representatives

Denise Steele & Natalie Southwell

5: Financial Report – Bank balance as of 19 August 2024

Admin Fund: $124,885.76

Sinking Fund: $109,062.35

Arrears: $2,076.33 – 6 units

6: Feedback from CT – General Meeting

No feedback recorded.

7: Maintenance and Contracts –

- *Solar Panel Maintenance – Capital Solar Maintenance – 01/04/2024*
- *Roller Door Servicing – Capital Doorworks – 03/04/2024*
- *Lift Maintenance Contract – KONE - Unable to locate signed contract*
- *Gardening Contract – All Seasons Horticulture – 29/08/2022 – grass replacement in village square due to lack of maintenance. No common sense and proactivity. CT previously asked Vantage to provide a plan of all garden beds that needed to be attended to. BM to assist. Add to CTS agenda.*
- *Cleaning Contract – Maiden Cleaning – 01/06/2024*
- *Electrical Maintenance – Pacific FM – 14/4/2023*
- *Plumbing (included pumps) – QMAX – 16/05/2023*

8: Action List –

Completed:

- FIP Fault
- Bike Audit
- Lift Maintenance Contract – Re-signed with Kone
- Lockbox removed
- Sensor light installed
- Washing machines
- Invoice for FIP repair on charged to owner – PAID.

In-Progress:

- Leak (fixed) and power point – Signature Strata to follow up with Jega regarding the power point as they workers broke it during the leak repair.
- Window clean booked for 20/8/24 -completed.
- Leaking AC condensers – BM following up. Signature Strata contacting owners when notified.
- Playground fencing (quote attached) – On hold and to be monitored.
- Fire extinguishers – Issued work order – Signature Strata to follow up on the commencement date.
- Unit 117 noise – The EC have provided the information to Jega to assist with the location of the noise source. The EC also requested Signature reach out to the owner to recommend checking the filters and clean them if needed. The BM will also investigate for any possible sources. It was also noted that no other units have complained about noise.
- Dead plants in Atrium – (quote attached) 25 plants – Signature Strata to source a 2nd quote.
- Roof leak - With insurer/Jega.

- Dogs peeing in playground (from Building Manager) –N Southwell to purchase a sign from Bunnings. Residents are not to use the area for their dogs to relieve themselves.
- Bike racks – EC to develop a scheme.
- Kone Doors – Credit still to be received. The EC have agreed to have the credit applied to the next lift maintenance invoice. Signature to advise Kone this is what will happen.
- Fire alarm in Building managers room – (CT cost?) – The building is complaint and the quote for battery replacement will be raised for approval at the next CTS meeting.
- Basement cracks – as at 16/07/24 still being attended to by Jega – Signature Strata has requested an update.
- Solar panels above 411 and 410 are individually owned and not to be included in the regular maintenance.

General Business:

Any additional items can be raised at the meeting.

- Decision on brokers – The meeting agreed to appoint Arthur J Gallagher Brokers.
- Plans around playground/ use – The EC will develop a plan to add some garden spaces and power points to make it more useable for residents of Block D.
- Reports from contractors – EC to be sent reports. Where possible BM to advise when contractors will be attending. Request all contractors to pre-book so we know when they are attending. Signature and Point to check the key register as contractors should not be holding their own keys.
- Waste Room compliance - Roller door protection was not required at the time the DA was lodged and approved prior to Feb 2019. Signature Strata is to obtain a quote for repair from Capital door works. B Rayner to provide a letter response to Veolia.

Closure of Meeting

Meeting closed 6.45 pm

Next Meetings – Owners are welcome to attend as observers.

ECM – 16th October

ECM – 4th December

ECM – 5th February

ECM – 7th May

ACT PROPERTY INSPECTIONS

114/17 The Causeway,
Kingston ACT 2604

Report prepared: Monday, June 29th 2026

Energy Efficiency Rating
Insurance Certificates
Tax Invoice

Energy Efficiency Report

FirstRate Report

HOUSE
ENERGY RATING

YOUR HOUSE ENERGY RATING IS: ★★★★★★ **6 STARS**
in Climate: 24

SCORE: 51 POINTS

Name:	Smith	**Ref No:**	70844
House Title:	Unit 30 Block 52 Section 60 KINGSTON	**Date:**	29-06-2026
Address:	114/17 The Causeway, Kingston ACT 2604		

ACT HOUSE ENERGY RATING SCHEME

51 Points 6.0 Stars

Robert Lowe - 20111129

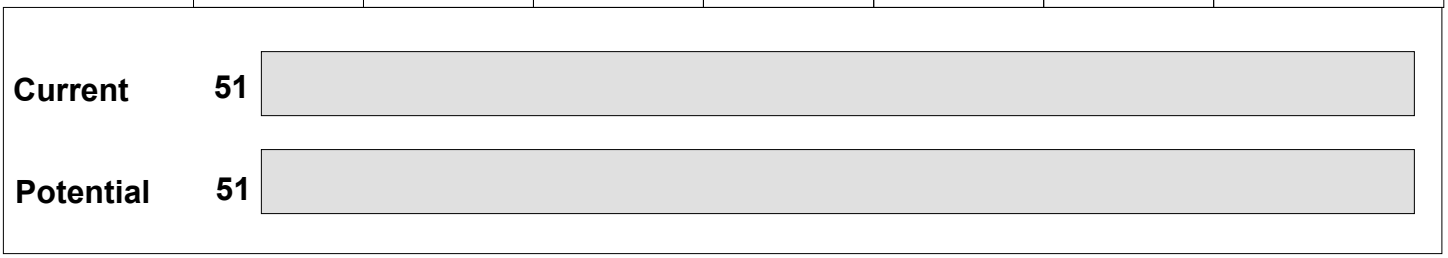
Building Assessor - Class A (Energy Efficiency)

This rating only applies to the floor plan, construction details, orientation and climate as submitted and included in the attached Rating Summary. Changes to any of these could affect the rating.

IMPROVING YOUR RATING

The table below shows the current rating of your house and its potential for improvement.

	POOR		AVERAGE		GOOD		V. GOOD
Star Rating	**0 Star**	★	★★	★★★	★★★★	★★★★★	★★★★★★
Point Score	**-71**	**-70 -46**	**-45 -26**	**-25 -11**	**-10 4**	**5 16**	**17**



Incorporating these design options will add the additional points required to achieve the potential rating shown in the table Each point represents about a 1% change in energy efficiency. This list is only a guide to the range of options that could be used.

Design options	**Additional points**

ORIENTATION

Orientation is one of the key factors which influences energy efficiency. This dwelling will achieve different scores and star ratings for different orientations.

Current Rating	**51**	★★★★★★

Largest windows in the dwelling;

Direction : ESE

Area : 12 m²

The table below shows the total score for the dwelling when these windows face the direction indicated.

Note that obstructions overshadowing windows have been removed from all windows in these ratings to allow better comparisons to be made between orientations.

ORIENTATION	POINT SCORE	STAR RATING
1. East	60	★★★★★★
2. South East	49	★★★★★★
3. South	45	★★★★★★
4. South West	44	★★★★★★
5. West	51	★★★★★★
6. North West	64	★★★★★★
7. North	77	★★★★★★
8. North East	71	★★★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: **Unit 30 Block 52 Section 60 KINGSTON, 114/17 The Causeway, Kingston ACT 2604,**

Assessor's Name:

Net Conditioned Floor Area: **46.8 m²**

Feature						Points		
						Winter	Summer	Total
CEILING						**15**	**0**	**15**
Surface Area:	118	Insulation:	-104					
WALL						**9**	**-2**	**6**
Surface Area:	3	Insulation:	5	Mass:	-2			
FLOOR						**19**	**-5**	**14**
Surface Area:	19	Insulation:	-8	Mass:	2			
AIR LEAKAGE (Percentage of score shown for each element)						**6**	**0**	**6**
Fire Place	0 %	Vented Skylights	0 %					
Fixed Vents	0 %	Windows	35 %					
Exhaust Fans	39 %	Doors	13 %					
Down Lights	0 %	Gaps (around frames)	14 %					
DESIGN FEATURES						**0**	**-1**	**-1**
Cross Ventilation	-1							
ROOF GLAZING						**0**	**0**	**0**
Winter Gain	0	Winter Loss	0					
WINDOWS						**-12**	**-9**	**-21**

Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
ESE	12	25%	-37	24	-9	-21
Total	12	25%	-37	24	-9	-21

* Air movement over glazing can significantly increase winter heat losses. SEAV recommends heating/cooling duct outlets be positioned to avoid air movement across glass or use deflectors to direct air away from glass.

The contribution of heavyweight materials to the window score is 7 points			Winter	Summer	Total
RATING	★★★★★★	**SCORE**	**37**	**-18**	**51***

*** includes 32 points from Area Adjustment**

Detailed House Data

House Details

ClientName	Smith
HouseTitle	Unit 30 Block 52 Section 60 KINGSTON
StreetAddress	114/17 The Causeway, Kingston ACT 2604
FileCreated	29-06-2026

Climate Details

State	
Town	Canberra
Postcode	2600
Zone	24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Suspended Slab	Enclosed	No	Yes	No	Float Timb	R0.0	28.0m²
2	Suspended Slab	Enclosed	No	Yes	No	Tiles	R0.0	20.0m²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Framed: FC Sheet Clad	No	R2.0	4.9m	2.7m
2	Framed: Metal Clad	No	R2.0	4.9m	2.7m
3	Weatherboard	Yes	R0.0	20.5m	2.7m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Flat - Suspended Slab	Yes	No	R0.0	48.0m²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	ESE	2.6m	4.5m	No	DG	ALIMPR	HB	No	1.2m	1.2m	0.1m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off

No shaded windows

Zoning Details

Is there Cross Flow Ventilation ?	Poor

Air Leakage Details

Location	Suburban
Is there More than One Storey ?	No
Is the Entry open to the Living Area ?	Yes
Is the Entry Door Weather Stripped ?	Yes
Area of Heavyweight Mass	0m²
Area of Lightweight Mass	0m²

	Sealed	UnSealed
Chimneys	0	0
Vents	0	0
Fans	2	0
Downlights	0	0
Skylights	0	0
Utility Doors	0	0

External Doors	0	0

Unflued Gas Heaters	0
Percentage of Windows Sealed	98%
Windows - Average Gap	Small
External Doors - Average Gap	Small
Gaps & Cracks Sealed	Yes

ACT PROPERTY INSPECTIONS

Insurance Certificates & Tax Invoice

priceforbes
Price Forbes & Partners
The Minster Building
21 Mincing Lane
London
EC3R 7AG
www.priceforbes.com

TO WHOM THIS MAY CONCERN

9th March 2026

Certificate of Currency

Dear Sir or Madam,

We, the undersigned Insurance Brokers acting on behalf of the Insured, hereby certify that the following described insurance is in force at this date.

TYPE OF INSURANCE:	Professional Indemnity Insurance
INSURED:	ACT Property Inspections Pty Ltd.
ADDRESS OF INSURED:	Unit 1/33 Altree Court, Phillip ACT 2606, Australia.
POLICY NUMBER:	B0507OE2600060
PERIOD:	From: 30th March 2026 to: 30th March 2027 At 4pm Local Standard Time at the Principal Address of the Insured.
LIMIT OF LIABILITY:	AUD 5,000,000 in the annual aggregate inclusive of costs and expenses plus one reinstatement.
INSURERS:	100% Lloyd's of London

This letter is provided as a matter of information only and confers no rights on the holder. Our duties in relation to this insurance are to our client and we accept no duty of care or responsibility to you or any other third party and any liability to you or a third party is excluded. This letter does not amend, extend, or alter the coverage afforded by the policy, nor does it purport to set out all of the policy terms, conditions and exclusions. The policy terms, conditions, limits, and exclusions may alter after the date of this document or the insurance may terminate or be cancelled, and the limits shown may be reduced to pay claims. We have no obligation to advise you of any changes which may be made to the policy or to advise you of their cancellation or termination.

Issued on behalf of Price Forbes & Partners

Adam Power
Executive Director

TAX INVOICE

Benjamin Smith
114/17 The Causeway
KINGSTON ACT 2604
AUSTRALIA

Invoice Date
26 Jun 2026

Invoice Number
INV-70844

Reference
114/17 The Causeway,
Kingston ACT 2604, Australia

ABN
33 600 397 466

ACT Property Inspections
(02) 6232 4540
Unit 1, 33 Altree Ct
PHILLIP ACT 2606
ABN: 33 600 397 466

Description	Quantity	Unit Price	GST	Amount AUD
Energy Efficiency Report	1.00	348.26	10%	348.26
ACTPLA - EER ESDD Lodgement Fee (no GST)	1.00	41.91	GST Free	41.91
			Subtotal	390.17
			TOTAL GST 10%	34.83
			TOTAL AUD	**425.00**

Due Date: 6 Jul 2026
Payment Terms: 7 Day Account

Please pay within the payment terms to avoid an admin fee. Note: all bank/legal fees incurred in obtaining payment will be the customer's responsibility

Direct Deposit
BSB: 012084
Account Number: 194679655
Account Name: ACT Property Inspections Pty Ltd
Please reference your name and invoice number

Cheques - please make payable to ACT Property Inspections Pty Ltd

View and pay online now

RECEIPT

Benjamin Smith
114/17 The Causeway
KINGSTON ACT 2604
AUSTRALIA

Payment Date
26 Jun 2026

Sent Date
29 Jun 2026

ABN:
33 600 397 466

ACT Property Inspections
(02) 6232 4540
Unit 1, 33 Altree Ct
PHILLIP ACT 2606
ABN: 33 600 397 466

Total AUD paid	**425.00**

Invoice Date	Reference	Payment Reference	Invoice Total	Amount Paid	Still Owing
26 Jun 2026	INV-70844	Payment - INV-70844 Payment created via eWAY PayThis.	425.00	425.00	0.00
			Total AUD	**425.00**	**0.00**