Approved form AF2002-20

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

Community Title Act 2001, s 97 (Approved Forms)

Community Title Act 2001 – Form 5

(see s 67)

Australian Capital Territory

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

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

Community Title Act 2001 - Form 5

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

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

Part 1: Lot Details

Block(s): 29-41

Section(s): 60

Suburb(s): Kingston

Street address: LG04/10 Parbery Street, Kingston ACT

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: Suite 4.04 Level 4, 33 Allara Street, Canberra ACT 2601

Telephone number: 02 6156 3305

Fax number:

Email: tristan.veurink@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):

$ 1,437.28 (approx - calculated on UE basis, as community title contributions for this unit are included in owners corporation contributions for Units Plan 4632). Refer to attached Ledger Report for CT 32.

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

Part 4: Seller's declaration

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

Signature(s) ______________________

If a company, capacity/authority: DIRECTOR - Freya Xanthe Kristiansen

Date: 15 / 04 / 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
		4	4632	29-41	60	Kingston
		and known as U-LG04/10 Parbery Street, Kingston ACT				
Seller	Full name	Otto's Retirement Pty Ltd ACN 644 613 178 as trustee for Bambi & Coco Retirement Fund				
	ACN/ABN	ABN 86 121 191 865				
	Address	4 Nyah Place, Duffy ACT 2611				
Seller Solicitor	Firm	Terracon Legal				
	Email	conveyancing@terraconlegal.com.au				
	Phone	02 6128 0755	Ref: Jordan Davis-Kimber			
	DX/Address	30 Bougainville Street, Griffith ACT 2603				
Stakeholder	Name	Terracon Legal Law Practice Trust Account				
Seller Agent	Firm	Auction Advantage				
	Email	contact@auctionadvantage.com.au				
	Phone	0400 446 605	Ref: Frank Walmsley			
	DX/Address	Unit 6, 80 Emu Bank, Belconnen ACT 2617				
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 this Contract for Sale (if any)				
Goods	Description	Refer to Special Condition 59				
Date for Registration of Units Plan		Not applicable				
Date for Completion		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 exclusive)	
	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 **Refer to execution page**	**Buyer signature**
Seller witness name and signature	Buyer witness name and signature

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- ☐ Proposed plan
- ☐ Inclusions list

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

- ☐ Inclusions list
- ☐ Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- ☐ Tenancy Agreement
- ☐ No written Tenancy Agreement exists

Invoices

- ☐ Building and Compliance Inspection Report
- ☐ Pest Inspection Report

Asbestos

- ☒ Asbestos Advice
- ☐ Current Asbestos Assessment Report

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

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

Tenancy Summary

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

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

Name		Phone	
Address			

RW Amount

(residential withholding payment) — further details

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

Supplier	Name			
	ABN		Phone	
	Business address			
	Email			
Residential Withholding Tax	Supplier's portion of the RW Amount:			$
	RW Percentage:			%
	RW Amount (ie the amount that the Buyer is required to pay to the ATO):			$
	Is any of the consideration not expressed as an amount in money?			☐ 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.

Warnings

1 The Lease may be affected by the *Residential Tenancies Act 1997* (ACT) or the *Leases (Commercial & Retail) Act 2001* (ACT).

2 If a consent to transfer is required by law, see clause 4 as to the obligations of the parties.

3 As some risks associated with the Property pass from the Seller to Buyer on the Date of this Contract, (except if the Property is a Unit) the Buyer should take out insurance on the Property on the Date of this Contract.

4 The Buyer will usually have to pay stamp duty on the purchase of the Land. The Buyer may incur penalties if the Buyer does not pay the stamp duty within the required time.

5 There are serious risks to a Buyer releasing the Deposit before Completion. The Buyer should take legal advice before agreeing to release the Deposit.

6 The Buyer should consider the application of the Territory Plan and other planning and heritage issues before signing this Contract.

7 If the Lease is a concessional lease then restrictions on transfer and other dealings may apply.

Disputes

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

Exchange of Contract

1 An Agent, authorised by the Seller, may:

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

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

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

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

1. Definitions and interpretation

1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

- a Development not approved under the Planning Act including a development for which design and siting approval has not been obtained;
- a breach of the Building and Development Provision;
- a breach of any obligation of the Seller in a registered restrictive covenant affecting the Lease;
- a breach of any other term of the Lease;
- a breach of the articles of the Owners Corporation (if the Property is a Unit); or
- an Unapproved Structure;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

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

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

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

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

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

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

2. Terms of payment

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

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

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

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

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

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

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

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

3. Title to the Lease

3.1 The Lease is or will before Completion be granted under the Planning Act.

3.2 The Lease is transferred subject to its provisions.

3.3 The title to the Lease is or will before Completion be registered under the Land Titles Act.

3.4 The title to the Lease must be transferred free from all Affecting Interests except as otherwise provided.

3.5 The Buyer cannot insist on any Affecting Interests being removed from the title to the Lease before Completion provided, on Completion, the Seller gives the Buyer any documents and registration fees necessary to remove the Affecting Interests.

4. Restrictions on transfer

4.1 The Lease is not subject to any restrictions on transfer other than any Restriction on Transfer.

4.2 If the Lease is subject to a Restriction on Transfer under the Planning Act due to non-compliance with the Building and Development Provision then this Contract is subject to the grant of the approval referred to in section 370 of the Planning Act. A Restriction on Transfer referring to “section 370” refers to this restriction.

4.3 If the Lease is a lease of the type referred to in section 279 of the Planning Act then this Contract is subject to the approval in accordance with the Planning Act. A Restriction on Transfer referring to “section 280” refers to this restriction.

4.3A If the Lease is subject to a Restriction on Transfer under section 306 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in sections 306 and 307 of the Planning Act. A Restriction on Transfer referring to “section 306” refers to this restriction.

4.3B If the Lease is subject to a Restriction on Transfer under section 351 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in section 351 of the Planning Act. A Restriction on Transfer referring to “section 351” refers to this restriction.

4.4 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.

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

5. Particulars of title and submission of transfer

5.1 Unless clause 5.3 applies the Seller need not provide particulars of title.

5.2 No later than 7 days before the Date for Completion, the Buyer must give the Seller a transfer of the Lease in the form prescribed by the Land Titles Act, to be returned by the Seller to the Buyer on Completion in registrable form.

5.3 If the Seller is not the registered proprietor of the Lease at the Date of this Contract, the Seller must give to the Buyer no later than 14 days before the Date for Completion a copy of the instrument and any other documents necessary to enable the Seller to be registered as proprietor.

6. Buyer rights and limitations

6.1 If the Buyer establishes before Completion that except as disclosed in this Contract there is any Unapproved Structure on the Property, then the Buyer may:

6.1.1 require the Seller to arrange for the Unapproved Structure to be approved before Completion; and

6.1.2 if the Unapproved Structure is not approved before Completion, rescind or complete and sue the Seller for damages.

6.2 If the Buyer establishes, immediately before Completion, that, except as disclosed in this Contract:

6.2.1 the Property is subject to an encumbrance other than the encumbrances shown on the title to the Lease; or

6.2.2 the Buyer is not entitled to vacant possession,

then the Buyer may either:

6.2.3 rescind; or

6.2.4 complete and sue the Seller for damages.

6.3 The Buyer is not entitled to make any requisitions on the title to the Property.

6.4 The Buyer cannot make a claim or objection or rescind or terminate in respect of:

6.4.1 a Service for the Property being a joint service or passing through another property, or any Service for another property passing through the Property;

6.4.2 a wall being or not being a party wall or the Property being affected by an easement for support or not having the benefit of an easement for support;

6.4.3 any change in the Property due to fair wear and tear before Completion;

6.4.4 a promise, representation or statement about this Contract, the Property or the Lease, not made in this Contract;

6.4.5 any Breach of Covenant described in the Schedule or disclosed elsewhere in this Contract;

6.4.6 the ownership or location of any dividing fence;

6.4.7 the ownership of any fuel storage tank; and

6.4.8 anything disclosed in this Contract (except an Affecting Interest).

7. Seller warranties

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

7.1.1 the Seller will be able to complete at Completion;

7.1.2 the Seller has no knowledge of any unsatisfied judgment, order or writ affecting the Property;

7.1.3 the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property; and

7.1.4 the Seller is not aware of any material change in the matters disclosed in the Required Documents.

7.2 The Seller warrants that on Completion:

7.2.1 the Seller will be or will be able to be the registered proprietor of the Lease and will own the rest of the Property free from any Affecting Interests;

7.2.2 the Seller will have the capacity to complete;

7.2.3 there will be no unsatisfied judgment, order or writ affecting the Property;

7.2.4 the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property;

7.2.5 the Seller is not aware of any encroachments by or upon the Property except as disclosed. This warranty does not extend to the location of any dividing fence;

7.2.6 there will be no Breach of Covenant except as disclosed in this Contract; and

7.2.7 unless disclosed in the Schedule or elsewhere in this Contract, the Lease is a Non-Land Rent Lease and not a Land Rent Lease.

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

8. Adjustments

8.1 The Seller is entitled to the Income and is liable for all Land Charges up to and including Completion after which the Buyer will be entitled to the Income and liable for the Land Charges, provided the Seller will be liable for all land tax in respect of the Property if the 'Land Tax to be adjusted?' option on the Schedule is marked 'No'.

8.2 The parties must pay any adjustment of the Income and Land Charges calculated under clause 8.1 on Completion.

8.3 Any concessional Land Charges must be adjusted on the concessional amount of those Land Charges.

8.4 If any of the Land Charges have not been assessed on Completion, the Buyer will be entitled to retain in the Buyer Solicitor trust account from the Balance of the Price an amount sufficient to pay the Seller's proportion of those Land Charges.

8.5 Attached are copies of the relevant invoices for the cost of obtaining the Building and Compliance Inspection Report and Pest Inspection Report. The Buyer must pay to the Seller the cost of obtaining the Building and Compliance Inspection Report and the Pest Inspection Report as required by section 18 of the Sale of Residential Property Act on Completion.

9. Terms of possession

9.1 The Seller must give the Buyer vacant possession of the Property on Completion unless otherwise marked in the Schedule.

9.2 If the Property is sold subject to a tenancy, the Seller has:

9.2.1 attached to this Contract a copy of the signed Tenancy Agreement; or

9.2.2 completed the tenancy summary on page 2 of this Contract.

9.3 If the Property is sold subject to a tenancy:

9.3.1 the Seller warrants that except as disclosed in this Contract:

(a) if applicable, the rental bond has been provided in accordance with the Residential Tenancies Act;

(b) if applicable, the Seller has complied with the Residential Tenancies Act;

(c) if applicable, the Seller has no notice of any application by the tenant for the release of the rental bond;

(d) no notices relating to the tenancy have been served on the Seller or any agent of the Seller or on the tenant other than as disclosed in this Contract and there are no outstanding claims or disputes with the tenant;

(e) there is no unremedied breach of the Tenancy Agreement by the tenant or the Seller; and

(f) if applicable, the Tenancy Agreement incorporates:

(i) the Prescribed Terms; and

(ii) any other terms approved by the Residential Tenancies Tribunal.

9.3.2 The Seller must hand to the Buyer on Completion:

(a) any written Tenancy Agreement to which this Contract is subject;

(b) a notice of attornment;

(c) if applicable, any notice required to be signed by the Seller to transfer the rental bond by the Office of Rental Bonds to the Buyer; and

(d) if applicable, any other notice required to be signed by the Seller under the Residential Tenancies Act.

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

10. Inspection and condition of Property

10.1 The Buyer may on reasonable notice to the Seller and at reasonable times inspect the Property before Completion.

10.2 The Seller must leave the Property clean and tidy on Completion.

11. Inspection of building file

11.1 The Seller must, if requested by the Buyer, give to the Buyer all authorities necessary to enable the Buyer (or Buyer's nominee) to inspect and obtain at the Buyer's expense, copies of:

11.1.1 any document in relation to the Land and Improvements held by any government or statutory authority; and

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

12. Additional Seller obligations

12.1 Except for any Breach of Covenant disclosed in this Contract, the Seller must before Completion:

12.1.1 comply with any notice issued by any authority before the Date of this Contract which requires work to be done or money to be spent on or in relation to the Property or the Lease;

12.1.2 obtain approval for any Development conducted on the Land;

12.1.3 comply with the Lease to the extent to which the Seller is required to comply up to Completion;

12.1.4 comply with any obligations on the Seller in a registered restrictive covenant affecting the Lease; and

12.1.5 give the Buyer notice of any material change (other than fair wear and tear) the Seller becomes aware of in the matters disclosed in the Required Documents, since the date of each of the relevant Required Documents.

13. Electronic transaction

13.1 In this clause 13, the following words mean:

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

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

Conveyancing Transaction has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

Electronic Workspace has the meaning given in the Participation Rules;

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

ELN has the meaning given in the Participation Rules;

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

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

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

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

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

Nominated ELN means the ELN specified in the Schedule;

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

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

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

13.2 This Conveyancing Transaction is to be conducted as an Electronic Transaction and this Contract is amended as required if:

13.2.1 this Contract says that it is an Electronic Transaction; or

13.2.2 the parties otherwise agree that it is to be conducted as an Electronic Transaction.

13.3 However, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:

13.3.1 if the title to the Lease is not Electronically Tradeable or the transfer of the Lease is not eligible be lodged electronically; or

13.3.2 if, at any time after the Effective Date, but at least 14 days before the Date for Completion, a party serves a notice on the other party stating a valid reason why it cannot be conducted as an Electronic Transaction.

13.4 If, because of clause 13.3.2, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:

13.4.1 each party must:

(a) bear equally any disbursements or fees; and

(b) otherwise bear that party's own costs;

incurred because this Conveyancing Transaction was to be conducted as an Electronic Transaction; and

13.4.2 if a party has paid all of a disbursement or fee which by reason of this clause, is to be borne equally by the parties, that amount must be adjusted on Completion.

13.5 If this Conveyancing Transaction is to be conducted as an Electronic Transaction:

13.5.1 to the extent that any other provision of this Contract is inconsistent with this clause, the provisions of this clause prevail and this Contract is amended to give full effect to the Electronic Transaction;

13.5.2 without limiting clause 13.5.1, clause 5.2 does not apply;

13.5.3 the parties must conduct the Electronic Transaction:

(a) in accordance with the Participation Rules and the ECNL; and

(b) using the Nominated ELN, unless the parties otherwise agree;

13.5.4 a party must pay the fees and charges payable by that party to the ELN and the

Land Registry as a result of this transaction being an Electronic Transaction; and

13.5.5 a document which is an Electronic Document is served as soon as it is first Digitally Signed in the Electronic Workspace on behalf of the party required to serve it.

13.6 The Seller must within 7 days of the Effective Date:

13.6.1 create an Electronic Workspace;

13.6.2 Populate the Electronic Workspace with Title Data, the Date for Completion and, if applicable, Mortgagee Details; and

13.6.3 invite the Buyer and any Discharging Mortgagee to the Electronic Workspace.

13.7 If the Seller has not created an Electronic Workspace in accordance with clause 13.6, the Buyer may create an Electronic Workspace. If the Buyer creates the Electronic Workspace the Buyer must:

13.7.1 Populate the Electronic Workspace with Title Data;

13.7.2 create and Populate the Electronic Transfer;

13.7.3 Populate the Electronic Workspace with the Date for Completion and a nominated Completion Time; and

13.7.4 invite the Seller and any Incoming Mortgagee to join the Electronic Workspace.

13.8 Within 7 days of receiving an invitation from the Seller to join the Electronic Workspace, the Buyer must:

13.8.1 join the Electronic Workspace;

13.8.2 create and Populate the Electronic Transfer;

13.8.3 invite any Incoming Mortgagee to join the Electronic Workspace; and

13.8.4 Populate the Electronic Workspace with a nominated Completion Time.

13.9 If the Buyer has created the Electronic Workspace the Seller must within 7 days of being invited to the Electronic Workspace:

13.9.1 join the Electronic Workspace;

13.9.2 Populate the Electronic Workspace with Mortgagee Details, if applicable; and

13.9.3 invite any Discharging Mortgagee to join the Electronic Workspace.

13.10 To complete the financial settlement schedule in the Electronic Workspace:

13.10.1 the Seller must provide the Buyer with Adjustment Figures at least 2 Business Days before the Date for Completion;

13.10.2 the Buyer must confirm the Adjustment Figures at least 1 Business Day before the Date for Completion; and

13.10.3 if the Buyer must make a GSTRW Payment and / or an FRCGW Remittance, the Buyer must Populate the Electronic Workspace with the payment details for the GSTRW Payment or FRCGW Remittance payable to the ATO at least 2 Business Days before the Date for Completion.

13.11 Before Completion, the parties must ensure that:

13.11.1 all Electronic Documents which a party must Digitally Sign to complete the Electronic Transaction are Populated and Digitally Signed;

13.11.2 all certifications required by the ECNL are properly given; and

13.11.3 they do everything else in the Electronic Workspace which that party must do to enable the Electronic Transaction to proceed to Completion.

13.12 If Completion takes place in the Electronic Workspace:

13.12.1 payment electronically on Completion of the Balance of the Price in accordance with clause 2.6 is taken to be payment by a single unendorsed bank cheque; and

13.12.2 clauses 51.4.3, 51.4.4, 53.8 and 53.9 do not apply.

13.13 If the computer systems of any of the Land Registry, the ELN, the ATO or the Reserve Bank of Australia are inoperative for any reason at the Completion Time agreed by the parties, a failure to complete this Contract for that reason is not a default under this Contract on the part of either party.

13.14 If the computer systems of the Land Registry are inoperative for any reason at the Completion Time agreed by the parties, and the parties agree that financial settlement is to occur despite this, then on financial settlement occurring:

13.14.1 all Electronic Documents Digitally Signed by the Seller, any discharge of mortgage, withdrawal of caveat or other Electronic Document forming part of the Lodgment Case for the Electronic Transaction shall be taken to have been unconditionally and irrevocably delivered to the Buyer or the Buyer's mortgagee at the time of financial settlement; and

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

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

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

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

14. Off the plan purchase and Compliance Certificate

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

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

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

15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

17. Compensation claims by Buyer

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

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

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

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

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

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

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

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

(c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;

(d) the decision of the arbitrator is final and binding;

(e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;

(f) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer;

(g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and

(h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.

18. Notice to Complete and Default Notice

18.1 If Completion does not take place in accordance with clause 2.8, either party may, at any time after the Date for Completion, serve the other party a Notice to Complete.

18.2 A Notice to Complete must appoint a time during business hours and a date being not less than 14* days after service of the Notice to Complete (excluding the date of service) by which and a place in Canberra at which to complete this Contract.

18.3 At the time the Notice to Complete is served the party serving the Notice to Complete must:

18.3.1 not be in default; and

18.3.2 be ready willing and able to complete but for some default or omission of the other party.

18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.

18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.

18.6 A Default Notice:

18.6.1 must specify the default;

18.6.2 must require the party served with the Default Notice to rectify the default within 7* days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case the period specified in clause 52.6 will apply; and

18.6.3 cannot be used to require a party to complete this Contract.

18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.

18.8 The time specified in a Default Notice to rectify the specified default is an essential term.

18.9 Clauses 19 or 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.

18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.

18.11 The parties agree that the time referred to in clauses 18.2 and 18.6.2 is fair and reasonable.

19. Termination — Buyer default

19.1 If the Buyer does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term then the Seller may by notice served on the Buyer terminate and may then keep, or recover and keep, the Deposit (except so much of it as exceeds 10% of the Price) and either:

19.1.1 sue the Buyer for breach; or

19.1.2 resell the Property and any deficiency arising on the resale and all expenses of and incidental to the resale or attempted resale and the Buyer's default are

* Alter as necessary

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

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

20. Termination — Seller default

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

20.1.1 terminate and seek damages; or

20.1.2 enforce without further notice any other rights and remedies available to the Buyer.

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

21. Rescission

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

21.1.1 the Deposit and all other money paid by the Buyer must be refunded to the Buyer immediately without any further authority being necessary; and

21.1.2 neither party is liable to pay the other any amount for damages, costs or expenses.

22. Damages for delay in Completion

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

22.1.1 if the defaulting party is the Seller, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion;

22.1.2 if the defaulting party is the Buyer, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and

22.1.3 the amount this Contract says on page 2 to be applied towards any legal costs and disbursements incurred by the party not at fault if Completion occurs later than 7 days after the Date for Completion.

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

22.3 The parties agree that:

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

22.3.2 the damages must be paid on Completion.

23. Foreign Buyer

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

23.2 This clause is an essential term.

24. GST

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

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

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

24.3.1 the Relevant Party must adjust or pay at that time any GST added to or included in the amount; but

24.3.2 if this Contract says this sale is a taxable supply, and payment would entitle the Relevant Party to claim an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment or payment is or was entitled multiplied by the GST Rate.

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

24.4.1 the parties agree the supply of the Property is the supply of a going concern;

24.4.2 the Seller must on Completion supply to the Buyer all of the things that are necessary for the continued operation of the enterprise;

24.4.3 the Seller must carry on the enterprise until Completion;

24.4.4 the Buyer warrants to the Seller that on Completion the Buyer will be registered or required to be registered; and

24.4.5 if for any reason (and despite clauses 24.1 and 24.4.1) the sale of the Property is not the supply of a going concern but is a taxable supply:

(a) the Buyer must pay to the Seller on demand the amount of any GST payable by the Seller in respect of the sale of the Property; and

(b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of clause 24.4.5(a).

24.5 If this Contract says the margin scheme applies:

24.5.1 the Seller warrants that it can use the margin scheme; and

24.5.2 the Buyer and Seller agree that the margin scheme is to apply,

in respect of the sale of the Property.

24.6 If this Contract says the sale is a taxable supply, does not say the margin scheme applies to the sale of the Property, and the sale is in fact not a taxable supply, then the Seller must pay the Buyer on Completion an amount of one-eleventh of the Price.

24.7 Unless the margin scheme applies the Seller must, on Completion, give the Buyer a tax invoice for any taxable supply by the Seller by or under this Contract.

25. Power of attorney

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

26. Notices claims and authorities

26.1 Notices, claims and authorities required or authorised by this Contract must be in writing.

26.2 To serve a notice a party must:

26.2.1 leave it at; or

26.2.2 send it by a method of post requiring acknowledgment of receipt by the addressee to,

the address of the person to be served as stated in the Schedule or as notified by that person to the other as that person's address for service under this Contract; or

26.2.3 serve it on that party's solicitor in any of the above ways; or

26.2.4 deliver it to an appropriate place in the facilities of a document exchange system in which the recipient solicitor has receiving facilities (and in the latter case service is deemed effected on the Business Day following delivery); or

26.2.5 transmit it by email to a party's solicitor to the email address for that solicitor as stated in the Schedule or as notified by that solicitor to the other solicitor as the email address for service under this Contract.

26.3 A party's solicitor may give a notice, claim or authority on behalf of that party.

27. Unit title

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

28. Definitions and interpretation

28.1 A reference in these clauses 28 to 39 inclusive to a section or Part is a reference to a section or Part of the Unit Titles Management Act.

28.2 For the purposes of a claim for compensation pursuant to clause 39, the provisions of clause 17 will apply provided that clause 17.1.1(c) is amended to read "the Buyer does not give notice to the Seller waiving the claim, or so much of it as exceeds 5% of the Price within 14 days after receiving the notice".

29. Title to the Unit

29.1 Clauses 3.1, 3.2 and 3.3 do not apply.

29.2 The Unit Title is or will before Completion be granted under the Planning Act and is or will before Completion be registered under the *Land Titles (Unit Titles) Act 1970* (ACT).

29.3 The Unit Title is transferred subject to the Units Plan under which the lease to the Unit is held.

30. Buyer rights limited

30.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any Breach of Covenant of the Unit Title, any breach of the lease of the Common Property or breach of rules of the Owners Corporation disclosed in this Contract.

31. Adjustment of contribution

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

32. Inspection of Unit

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

33. Seller warranties

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

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

(a) defects arising through fair wear and tear; and

(b) defects disclosed in this Contract;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. Damage or destruction before Completion

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

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

35. Notice to Owners Corporation

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

36. Unit Title Certificate

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

37. Unregistered Units Plan

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

37.1 This clause 37 applies if at the Date of this Contract, the Units Plan has not been registered.

37.2 The Seller must attach a copy of the proposed Units Plan or a sketch plan showing the location and dimensions of the Unit sufficient to enable the Buyer to determine the location and dimensions of the Unit in relation to other units and the Common Property in the proposed development.

37.3 If the Units Plan is not registered by the date specified in the Schedule, or elsewhere in this Contract, the Buyer may at any time after that date by notice served on the Seller require that the Units Plan be registered within 14 days of the service of the notice. If the Units Plan is not registered within the time limited by the notice the Buyer may at any time after expiry of the time in the notice rescind and clause 21 will apply.

37.4 If the Seller notifies the Buyer that the Units Plan is registered before rescission under this clause, the Buyer will not be entitled to rescind under this clause.

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

37.5.1 any minor variations to the Unit between the plan attached, and the Units Plan registered by the Registrar General; or

37.5.2 any minor alterations required by an authority or the Registrar General in the number, size, location or Unit Entitlement of any other unit in the Units Plan or in or to the Common Property provided the proportion of the Unit Entitlement of the Unit to the other units in the Units Plan is not varied.

In this clause, a minor variation is any variation less than 5% to either the size or value of the Unit described in the plan attached.

37.6 After the Owners Corporation has been constituted under section 8, the Seller must cause the Owners Corporation to comply with the rules of the Owners Corporation and with Parts 2, 3, 4, 5 and 7 to the extent to which the Owners Corporation is required by law to comply with those provisions up to the Date for Completion.

37.7 The Seller must not permit the Owners Corporation to vary the rules of the Owners Corporation from those set out in Schedule 4 of the Unit Title Management Act.

37.8 If clause 37.1 applies, the Seller must give to the Buyer a Unit Title Certificate at the Buyer's expense at least 7 days before Completion.

37.9 The parties acknowledge that the following must form part of the Contract:

37.9.1 a Disclosure Statement for the Unit that complies with the requirements of section 260 of the Property Act; and

37.9.2 if a right to approve the keeping of animals during the Developer Control Period is reserved — details of the reservation, including the kind and number of animals.

37.10 The Seller warrants that the information disclosed in the Disclosure Statement, including information in any Disclosure Update Notice, is accurate.

38. Rescission of Contract

38.1 The Buyer may, by written notice given to the Seller, rescind this Contract if:

38.1.1 there would be a breach of a warranty provided in any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4 or 33.3, were this Contract completed at the time it is rescinded; or

38.1.2 there would be a breach of a warranty provided in clause 37.10:

(a) were this Contract completed at the time it is rescinded; and

(b) the Buyer is significantly prejudiced by the breach,

and the breach does not relate to an amendment to the Development Statement that is an Excluded Change.

38.2 A notice must be given:

38.2.1 under clause 38.1.1:

(a) if this Contract is entered before the Units Plan for the Unit is registered — not later than 3 days before the Buyer is required to complete this Contract; or

(b) in any other case — not later than 14 days after the later of the following happens:

(i) the Date of this Contract; and

(ii) another period agreed between the Buyer and Seller ends; or

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

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

39. Claims for compensation

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

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

39.2.1 tell the Seller:

(a) about the breach; and

(b) that the Buyer will complete this Contract; and

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

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

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

(a) the Buyer's copy of the Contract is received by the Buyer;

(b) another period agreed between the Buyer and Seller ends.

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

40. Community title

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

41. Definitions and interpretation

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

42. Buyer rights limited

42.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any breach of the lease of the Common Property or breach of rules or by-laws of the Community Title Body Corporate disclosed in this Contract.

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

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

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

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

46. Incomplete development of Community Title Scheme

46.1 This clause 46 applies if at the Date of this Contract, development of the Community Title Scheme has not completed.

46.2 Until the development of a Community Title Scheme is finished, the Developer warrants to the Buyer that the development will be carried out in accordance with the scheme.

46.3 Without limiting the damages recoverable for breach of the warranty in clause 46.2, the Buyer may recover damages for the loss of a reasonably expected capital appreciation of the Lot that would have resulted from completion of the development in accordance with the terms of the Community Title Scheme.

47. Incomplete development of Lot

47.1 This clause 47 applies if at the Date of this Contract, the Lot is to be developed or further developed in accordance with the Community Title Scheme. For clarity, this clause does not apply if an unconditional Compliance Certificate has issued before the Date of this Contract and the Seller gives to the Buyer evidence acceptable to the Registrar General that an unconditional Compliance Certificate has issued for the Lot, or if the Seller gives an unconditional Compliance Certificate to the Buyer on Completion.

47.2 The Buyer becomes bound to develop the Lot in accordance with the Community Title Scheme.

47.3 The Seller must give written notice of the proposed sale of the Lot to the Planning and Land Authority.

47.4 The Buyer must:

47.4.1 give to the Planning and Land Authority a written undertaking to develop the Lot in accordance with the Community Title Scheme (if a form is approved for an undertaking, the form must be used); and

47.4.2 give the Planning and Land Authority any security required by the Planning and Land Authority, within 28 days after notice of the transaction was given to the Planning and Land Authority, for the development of the Lot in accordance with the Community Title Scheme.

48. Required first or top sheet

48.1 The Seller must give to the Buyer, before the Buyer enters into this Contract, a Section 67 Statement.

48.2 The Section 67 Statement must:

48.2.1 state that the Lot is included in a Community Title Scheme that imposes obligations on the owner of the Lot;

48.2.2 state the name and address of:

(a) the body corporate of the scheme; or

(b) if it is the duty of the Community Title Body Corporate manager to act for the Community Title Body Corporate in supplying Section 56 Certificates — the manager;

48.2.3 state the amount of annual contributions currently fixed by the Community Title Body Corporate as payable by the owner of the Lot;

48.2.4 identify improvements on common property of the scheme for which the owner of the Lot is responsible;

48.2.5 be signed by the Seller or a person authorised by the Seller; and

48.2.6 be substantially complete.

48.3 The Seller must attach to this Contract, as a first or top sheet, a copy of the Section 67 Statement given to the Buyer under clause 48.1.

48.4 The Buyer may rescind this Contract if:

48.4.1 the Seller has not complied with clauses 48.1 and 48.3; and

48.4.2 Completion has not taken place.

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

50.1 The Seller must give to the Buyer a Section 56 Certificate at least 7 days before Completion.

50.2 On Completion, the Buyer must pay to the Seller the fee charged for the Section 56 Certificate.

51. Foreign Resident Withholding Tax

> **Warning:** The questions in the Schedule regarding the Relevant Price and the Clearance Certificates are not binding, and are included to remind the parties of their obligations under the Withholding Law.
>
> **Warning:** The following clauses 51.1 to 51.8 are subject to the Withholding Law, and do not encompass all obligations under the Withholding Law.

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

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

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

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

Relevant Price means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

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

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

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

52. Deposit by Instalments

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

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

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

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

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

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

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

52.5 If the First Instalment of the Deposit is:

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

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

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

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

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

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

53. Residential Withholding Tax

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

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

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

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

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

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

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

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

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

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

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

53.6.2 7 days prior to the Date for Completion,

whichever is the earlier.

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

* Alter as necessary

53.8 The Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the RW Amount.

53.9 In relation to the unendorsed bank cheque required by clause 53.8, the Buyer must:

53.9.1 forward the unendorsed bank cheque to the ATO immediately after Completion; and

53.9.2 provide the Seller with evidence of payment of the RW Amount to the ATO.

TERRACON

ANNEXURE A - SPECIAL CONDITIONS

54. DEFINITIONS

In this Contract, where words are defined in the General Conditions those words will have the meanings given to them in the General Conditions otherwise the following definitions apply:

"**Authority**" means the Crown, a minister, a government department, a corporation or authority constituted for a public purpose, a holder of an office for a public purpose, a court and any officer or agent of any of the foregoing acting as such;

"**Breach**" means any breach of or non-compliance (or any alleged breach or non-compliance) with the *Public Unleased Land Act 2013* (ACT), *Environment Protection Act 2013* (ACT), *Building Act 2004* (ACT), *Planning and Development Act 2007* (ACT) or any other laws in respect of the Property;

Certificates % %% % % % % % % % % % % laws (including, but not limited to, a compliance certificate or certificate under the *Building Act 2004* (ACT));

"**Claim**" means any claim for compensation, reduction in price, cost, expense, loss, damage, extension of time, objection or requisition;

"**Contamination**" means any means a discharge, emission or deposit of any solid, liquid, gas or substance of any kind that brings about a detrimental change in the condition of the Property which makes the Property unsafe, unfit or harmful for use or occupation by any person for a use similar to the use for which the Property has been used;

"**Contract**" means this contract for sale of land;

Defects % % % % % % % % % S%

"**Due Diligence Material**" means any information, document or materials in connection with the Property or this Contract, attached or exhibited to, or forming part of this Contract or given to the Buyer by or on behalf of the Seller, or which the Seller can recently show was otherwise made available by or on behalf of the Seller to, or for inspection by, the Buyer or its employees, agent solicitors;

"**Encroachment**" means any encroachment (or any alleged encroachment) by any building or structure onto the Property or by the improvements onto any adjoining land, or any other building or structure onto any adjoining land;

"**Exclusions**" means all items, chattels, fixtures and fittings on the Property which are:

(a) not owned by the Seller; or

(b) otherwise specifically excluded from the sale;

"**General Conditions**" means the ACT Law Society standard form of contract for the sale of land 2024 edition (including, for the avoidance of doubt, the Schedule and the general conditions);

Guarantor % , if the Buyer is a proprietary limited company, all directors of the Buyer;

"**Inclusions**" means all items on the Property owned by the Seller;

"**Particulars of Sale**" means the particulars of sale in this Contract set out on page one of the Standard Form;

"**Special Conditions**" means the further clauses contained in this Annexure A;

55\. GENERAL

To the extent that the General Conditions are inconsistent with these Special Conditions, these Special Conditions override the General Conditions.

56\. ENTIRE AGREEMENT

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

(b) The Buyer acknowledges and agrees that it has not relied on any warranty or representation from the Seller or the Agent or any other person acting on behalf of the Seller concerning the Property.

57\. BUYER ACKNOWLEDGEMENTS

(a) The Property is sold in its current state and condition with any latent or patent Defects.

(b) Subject to the *Competition and Consumer Act 2010* (Cth), the Buyer acknowledges and agrees that no warranties or representation by the Seller or any agent on its behalf were made relating to the Property and the Buyer has relied on its own inspections and enquiries concerning the Property prior to entering this Contract.

(c) The insurance risk for the Property passes to the Buyer on and from the Date of this Contract.

(d) The Buyer must not lodge a caveat over the Land prior to Completion.

58\. SELLER AGENT

(a) The Buyer warrants that it was not introduced directly or indirectly to either the Seller or the t % % % % % % %w %d % % % % % % otherwise give rise to any Claim or demand for commission or remuneration with respect to the sale of the Property.

(b) The Buyer indemnifies the Seller against any Claim or demand for commission or % % % % % % %w %d % % %% % % % warranty in clause 58(a).

59\. INCLUSIONS AND EXCLUSIONS

(a) The Inclusions are included in the sale of the Property to the Buyer.

(b) The Exclusions do not form part of the sale of the Property to the Buyer.

(c) The Inclusions are sold to the Buyer free from all securities, liens, charges and other encumbrances.

(d) The Buyer must not make any Claim or delay Completion due to any damage, breakdown or failure of any Inclusions after the Date of this Contract.

(e) The Seller is not liable for, and the Buyer releases the Seller from all liability or loss arising from, and cost incurred in connection with, damage to, mechanical breakdown of, or fair wear and tear to, the Inclusions which occur after the Date of this Contract, unless caused % %w % 7

(f) The Seller need not give formal delivery of the Inclusions included in the sale but must leave them at the Property on Completion.

60. CONDITION OF PROPERTY

(a) The Buyer warrants to the Seller that the Buyer is satisfied with the condition of the Property including any Defects and Contamination, and that the Buyer is purchasing the Property in its current state and condition.

(b) The Buyer acknowledges that the improvements on the Property may be subject to or require compliance with current building laws under which the improvements were constructed. The Buyer agrees that a failure to comply with any such laws will not constitute % % % %w % 7%

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

(d) The Buyer must not make any Claim, requisition, delay Completion, terminate or rescind this Contract due to any of the following:

i. any Encroachment by or on the Property;

ii. any listing or interim listing of the Property on any heritage register or any recommendation, listing or affectation in respect of the Property by any conservation body;

iii. anything that was discoverable by the Buyer, or on behalf of the Buyer, or anything that should have been within the knowledge of the Buyer;

iv. any omission or mistake in the measurement or description of the Property or Seller;

v. the existence or non-existence of any Certificates or approvals for any additions, alternations, structure of building on the Land;

vi. loss, damage, dilapidation, infestation, mechanical breakdown or wear and tear which may affect the Property prior to Completion;

vii. any actual or alleged Breach;

viii. any outstanding requirement to erect additional fencing or amend the existing fencing on the Property;

ix. any Claims (whether threatened or actual) with respect to the common property or any body corporate related to the Property;

x. loss, damage or need for further works (whether repair or otherwise) to the Property;

xi. any actual or potential breach or Claim with respect to the Lease;

xii. any installation or services which are on or pass through or over the Property which are used by adjoining land or pass through any other land despite the absence of easements or rights affecting or benefiting the Property;

xiii. requirements of an Authority (whether made before or after the Date for Completion);

xiv. any Contamination located at, migrating from, or affecting the Property or any Contamination located at the Property which has affected or is affecting the surrounding properties;

xv. anything disclosed in the Due Diligence Material;

xvi. non-compliance of the Property with any law; or

xvii. the existence or non-existence of any services or utilities.

61. NOT USED

62. NOT USED

63. INCAPACITY OF A PARTY

If any of the following happen to the Buyer before Completion, the Seller may rescind and the terms in General Condition 21 will apply:

(a) the Buyer goes into liquidation;

(b) the Buyer has a summons or application presented or an order made for it to be wound up;

(c) the Buyer has an administrator or receiver appointed over any part of its assets;

(d) the Buyer enters into a scheme, deed of arrangement, assignment or composition for the benefit of its creditors.

64. NOT USED

65. ADJUSTMENTS

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

66. NON-MERGER

The parties agree that any obligation for the Buyer to make any payment under this Contract for Sale will not merge on Completion.

67. CONTAMINATION

(a) The Buyer warrants it has entered into this Contract in reliance on its own environmental audit and assessment of any Contamination on or in the Property and advice from its consultants to the extent of any Contamination on or in the Property.

(b) The Buyer acknowledges that it has not relied on any statement, representation, information or other materials with respect to Contamination in or on the Property prior to entering this Contract and that now warranties were given by the Seller with respect to the presence or extent of Contamination on or affecting the Land.

(c) On and from Completion the Buyer releases and indemnifies the Seller to the fullest extent possible for any Claim arising in connection with:

i. the presence of Contamination in, under, above or within the Property or Land;

ii. the emanation of Contamination from adjoining land; or

iii. compliance with all environmental laws or requirements of any Authority in respect of the Contamination (including any clean up orders or similar requirements imposed by an Authority).

68. AMENDMENTS TO GENERAL CONDITIONS

(a) The following definitions are deleted from clause 1.1 of the General Conditions:

i. Building Conveyancing Inquiry Document;

ii. Building and Compliance Inspection Report;

iii. Energy Efficiency Rating Statement;

iv. Pest Inspection Report;

v. Pest Treatment Certificate;

vi. Prescribed Building;

vii. Prescribed Terms; and

viii. Required Documents.

(b) The following clauses in the General Conditions are deleted: 4, 5.1, 5.3, 6.1, 6.2, 7.1.4, 8.5, 9, 10, 12, 14 to 15 (inclusive), 24, 27 to 33 (inclusive), 35 to 51 (inclusive), and 53.

(c) f %B7C5% % % % % % %1 % %C5; ; ; 7; ; 2 % % 7%

(d) f %L7G7 % % % % % % %e % %7 7%

(e) Clause 10 is removed and replaced with the following:

Clause 10 Inspection and condition of the Property

The Buyer may conduct a pre-settlement inspection of the Property within 7 days prior to the Date for Completion at a time convenient to the Seller and Buyer provided that the Seller is given reasonable notice and the Buyer complies with all reasonable directions by the Seller.

(f) f %AM7A7A1 2% %AM7A7B1 2% % % % %I . % % % % % - A5; ; ; % %k wy 7

(g) The following clause is inserted as a new clause 18.12 to read as follows:

m%% % %7 % % % % %w % % % % %AN5% %w % may unilaterally:

(a) extend the period for Completion under the Notice to Complete; or

(b) withdraw the Notice to Complete,

% % % % %e % % %w % % 5% % % % % % % % %e 7 %

(h) Clause 22 is removed and replaced with the following:

Clause 22 - Damages for delay in Completion

If Completion does not occur by the Date for Completion, due to the default of the Buyer, the Buyer must pay the Seller as liquidated damages on Completion:

(a) interest on the Price at the rate of 10% per annum calculated on a daily basis from the Date for Completion until Completion; and

(b) in addition to any other damages to which the Seller is entitled to both at law and under this Contract, the amount of $660.00 (including GST) to be applied towards any legal costs and disbursements incurred by the Seller,

and the parties agree that the amount of damages payable under this clause 22 is a genuine and honest pre-estimate of loss to the Seller for the delay in Completion.

69. DIRECTOR GUARANTEE AND INDEMNITY

(a) If the Buyer is a corporation that is not listed on the Australian Stock Exchange or is a company limited by guarantee under the *Corporations Act 2001* (Cth), then each director of the Buyer must provide a personal guarantee in the form of the Deed of Guarantee and Indemnity attached as Annexure B (**Guarantee & Indemnity Deed**).

(b) If any Guarantor has not signed the Guarantee & Indemnity Deed within 7 days from the Date of this Contract, the Seller may immediately terminate this Contract by serving a written notice to the Buyer or its solicitor.

ANNEXURE B GUARANTEE & INDEMNITY

In this Deed:

(a) Guarantor means each director of the Buyer as at the Date of this Contract.

(b) Any capitalised terms used in this Deed which are not defined have the corresponding meaning given to them in the Contract for Sale which this Deed forms an Annexure to.

(c) In consideration of the Seller entering the Contract at the request of each Guarantor, each Guarantor guarantees to the Seller the payment of all money payable by the Buyer under this Contract and the performance of all other obligations imposed on the Buyer under this Contract.

(d) Each Guarantor indemnifies the Seller against any loss, claim, damage, action, cost, liability, expense or payment incurred by the Seller in connection with or arising from any breach or default by the Buyer of its obligations under this Contract.

(e) Each Guarantor must pay on demand any money due to the Seller under the indemnity in clause (d).

(f) Each Guarantor is jointly and severally liable with the Buyer to the Seller for the performance % %e % % %f % % % % % % %w % % % %e % to perform its obligations under this Contract.

(g) Each and every guarantee and indemnity provided under the terms of this Deed is continuing and binds each Guarantor despite:

i. the death, bankruptcy or liquidation of any Guarantor;

ii. the resignation of any Guarantor as a director of the Buyer;

iii. any waiver or extension of time granted from the Seller to the Buyer;

iv. the Contract being held invalid or incomplete for any reason;

v. Completion of the Contract;

vi. the termination of the Contract; or

vii. improper execution by the Buyer to the Contract.

(h) Each Guarantor warrants that their obligations under this Deed are valid and binding, they are entering this Deed as an adult above the age of 18 and are not acting in any capacity as a trustee and have been given an opportunity to seek independent legal and financial advice before entering this Deed.

(i) The Guarantor may not:

i. raise a set-off or counterclaim available to it or the Buyer against the Seller in reduction of its liability under this guarantee and indemnity; or

ii. claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of any security or guarantee held by the Seller in connection with this Contract; or

iii. make a claim or enforce a rights against the Buyer or its property; or

iv. prove in competition with the Seller if a liquidator, provisional liquidation, receiver, administrator, or trustee in bankruptcy is appointed in respect of the Buyer or the Buyer is otherwise unable to pay its debts when they fall due,

until all money payable to the Seller in connection with this Contract is paid.

TERRACON

GUARANTOR EXECUTION PAGE

SIGNED by **GUARANTOR** in the presence of:

Signature of Guarantor	Signature of Witness
Name of Guarantor	Name of Witness (Please print)

SIGNED by **GUARANTOR** in the presence of:

Signature of Guarantor	Signature of Witness
Name of Guarantor	Name of Witness (Please print)

SELLER EXECUTION

SIGNED by **A A A A**
ACN 644 613 178 in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of Director/Company Secretary	Signature of Director
FREYA XANTHE KRISTIANSEN	**SONYA KRISTIANSEN**
Name of Director/Company Secretary (Please print)	Name of Director

BUYER EXECUTION

SIGNED by **BUYER** in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of Director/Company Secretary	Signature of Director
Name of Director/Company Secretary (Please print)	Name of Director

Product	Title Details
Date/Time	20/08/2026 03:32PM
Customer Reference	20246352
Order ID	20260820001372
Cost	$0.00

Volume 2399 **Folio** 94 **Edition** 7

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Kingston Section 60 Block 29 on Deposited Plan 11629 with 97 units on Unit Plan 4632

Unit 4 (Class A) entitlement 12 of 1000, 4 subsidiaries

Kingston Section 60 Block 30 on Deposited Plan 11629 with 97 units on Unit Plan 4632

Unit 4 (Class A) entitlement 12 of 1000, 4 subsidiaries

Kingston Section 60 Block 31 on Deposited Plan 11629 with 97 units on Unit Plan 4632

Unit 4 (Class A) entitlement 12 of 1000, 4 subsidiaries

Kingston Section 60 Block 32 on Deposited Plan 11629 with 97 units on Unit Plan 4632

Unit 4 (Class A) entitlement 12 of 1000, 4 subsidiaries

Kingston Section 60 Block 33 on Deposited Plan 11629 with 97 units on Unit Plan 4632

Unit 4 (Class A) entitlement 12 of 1000, 4 subsidiaries

Kingston Section 60 Block 34 on Deposited Plan 11629 with 97 units on Unit Plan 4632

Unit 4 (Class A) entitlement 12 of 1000, 4 subsidiaries

Kingston Section 60 Block 35 on Deposited Plan 11629 with 97 units on Unit Plan 4632

Unit 4 (Class A) entitlement 12 of 1000, 4 subsidiaries

Kingston Section 60 Block 36 on Deposited Plan 11629 with 97 units on Unit Plan 4632

Unit 4 (Class A) entitlement 12 of 1000, 4 subsidiaries

Kingston Section 60 Block 37 on Deposited Plan 11629 with 97 units on Unit Plan 4632

Unit 4 (Class A) entitlement 12 of 1000, 4 subsidiaries

Kingston Section 60 Block 38 on Deposited Plan 11629 with 97 units on Unit Plan 4632

Unit 4 (Class A) entitlement 12 of 1000, 4 subsidiaries

Kingston Section 60 Block 39 on Deposited Plan 11629 with 97 units on Unit Plan 4632

Unit 4 (Class A) entitlement 12 of 1000, 4 subsidiaries

Kingston Section 60 Block 40 on Deposited Plan 11629 with 97 units on Unit Plan 4632

Unit 4 (Class A) entitlement 12 of 1000, 4 subsidiaries

Kingston Section 60 Block 41 on Deposited Plan 11629 with 97 units on Unit Plan 4632

Unit 4 (Class A) entitlement 12 of 1000, 4 subsidiaries

Part of Community Title Scheme 32

Lease commenced on 15/02/2019, terminating on 20/12/2117

Proprietor

OTTO'S RETIREMENT PTY LTD

4 NYAH PLACE, DUFFY ACT 2611

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan .

Easements

Subject To Easement In Units Plan Current

Registered Date	Dealing Number	Description
14/06/2019	2220607	Application to Amend Community Title Scheme - Stage 3 of Progressive Development
21/11/2019	2245420	Application to Amend Community Title Scheme
09/01/2020	2256580	Application to Amend Community Title Scheme
08/01/2021	3034531	Mortgage to BNY Trust Company of Australia Limited (ACN: 050 294 052)
19/03/2021	3066757	Application to Amend Community Title Scheme - Progressive Development Stage 4

End of interests

Volume 2399 **Folio** 90 **Edition** 6

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Kingston Section 60 Block 29 on Deposited Plan 11629 with 97 units on Unit Plan 4632

Kingston Section 60 Block 30 on Deposited Plan 11629 with 97 units on Unit Plan 4632

Kingston Section 60 Block 31 on Deposited Plan 11629 with 97 units on Unit Plan 4632

Kingston Section 60 Block 32 on Deposited Plan 11629 with 97 units on Unit Plan 4632

Kingston Section 60 Block 33 on Deposited Plan 11629 with 97 units on Unit Plan 4632

Kingston Section 60 Block 34 on Deposited Plan 11629 with 97 units on Unit Plan 4632

Kingston Section 60 Block 35 on Deposited Plan 11629 with 97 units on Unit Plan 4632

Kingston Section 60 Block 36 on Deposited Plan 11629 with 97 units on Unit Plan 4632

Kingston Section 60 Block 37 on Deposited Plan 11629 with 97 units on Unit Plan 4632

Kingston Section 60 Block 38 on Deposited Plan 11629 with 97 units on Unit Plan 4632

Kingston Section 60 Block 39 on Deposited Plan 11629 with 97 units on Unit Plan 4632

Kingston Section 60 Block 40 on Deposited Plan 11629 with 97 units on Unit Plan 4632

Kingston Section 60 Block 41 on Deposited Plan 11629 with 97 units on Unit Plan 4632

Part of Community Title Scheme 32

Lease commenced on 15/02/2019, terminating on 20/12/2117

COMMON PROPERTY

Proprietor

The Owners-Units Plan No 4632

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
09/05/2019	2210286	Application to Amend Community Title Scheme - Stage 2 of Progressive Development
14/06/2019	2220607	Application to Amend Community Title Scheme - Stage 3 of Progressive Development
21/11/2019	2245420	Application to Amend Community Title Scheme
09/01/2020	2256580	Application to Amend Community Title Scheme

Registered Date	Dealing Number	Description
09/01/2020	2256580	Application to Amend Community Title Scheme
02/04/2020	2269638	Application to Note Special Resolution
19/03/2021	3066757	Application to Amend Community Title Scheme - Progressive Development Stage 4
21/06/2022	3158728	Application to Note Special Resolution
14/01/2026	3428381	Application to Note Special Resolution - Refer Instrument

End of interests

#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

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

CLAYTON UTZ

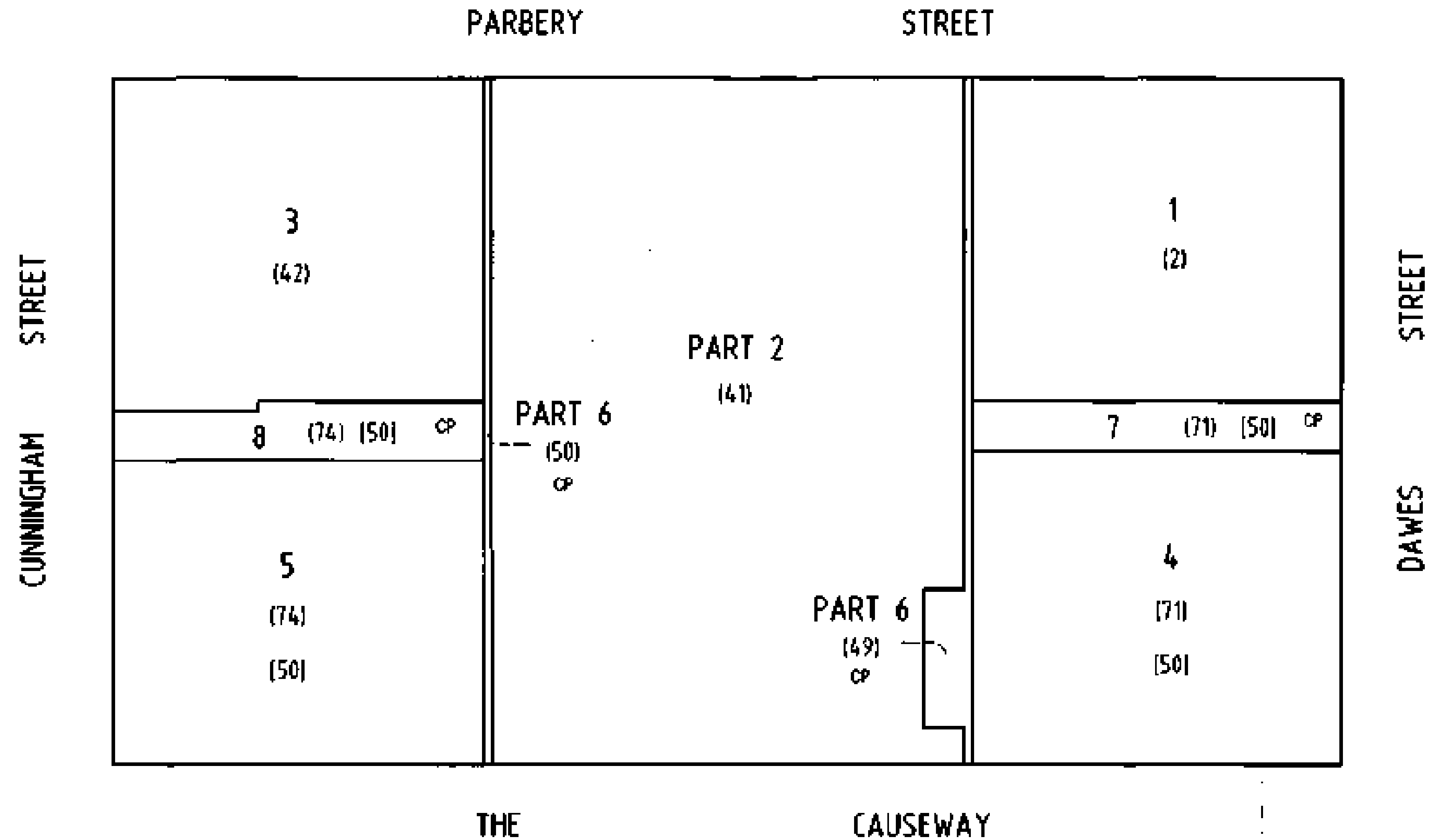
Signed by Monica Saad an authorised delegate of the Planning and Land Authority:	)))	Delegate 15-01-19

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

Signature of director	Signature of company secretary/director
PETER JOHN WRIGHT	JOHN GILROY GASSON
Full name of director	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
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

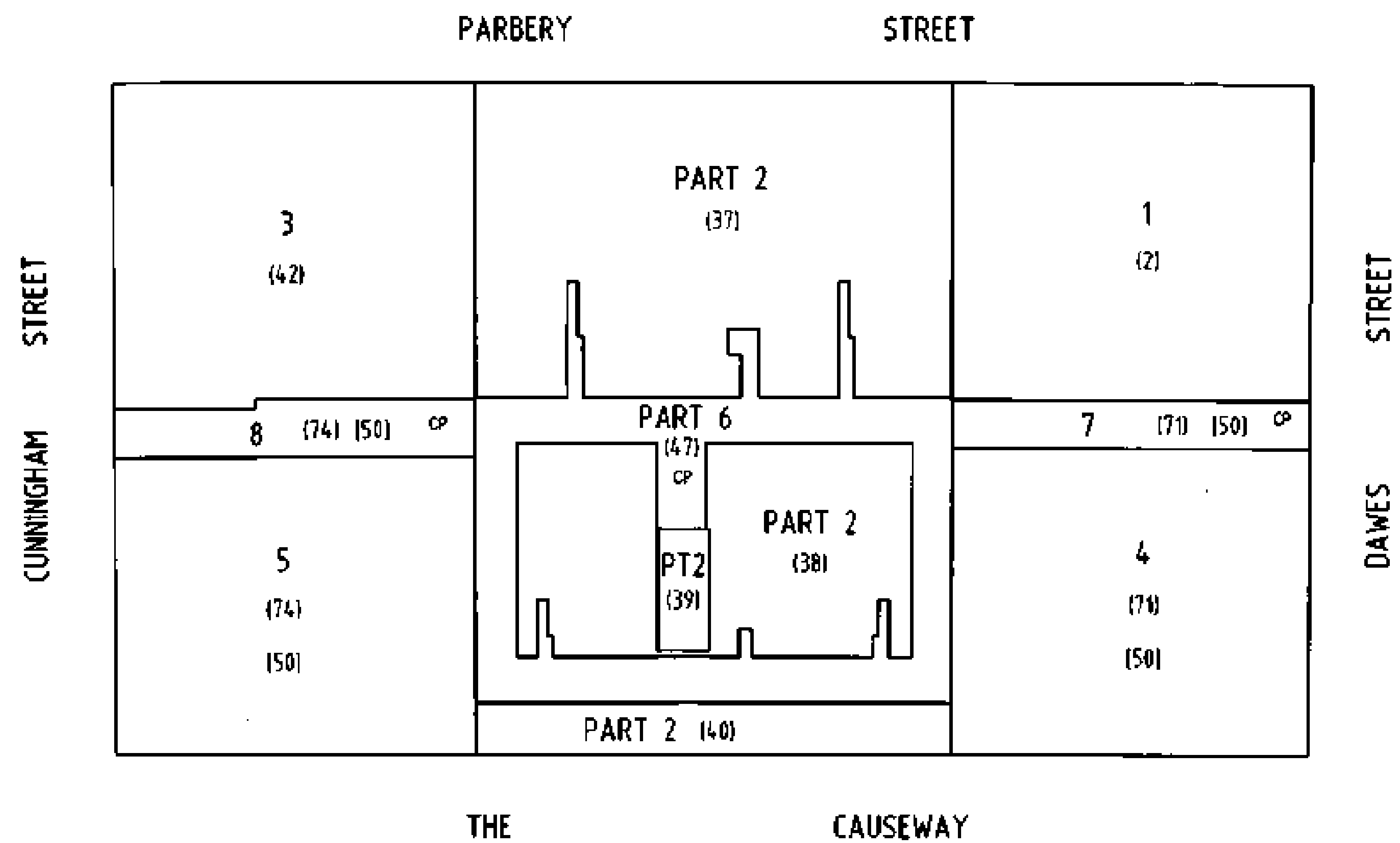
BOUNDARIES AT BELOW BASEMENT ONLY

SHEET No 1 of 5 SHEETS

Applicant	Monica Saad Delegate of the Authority/Executive	Dave Peffer Registrar-General Registrar-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

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

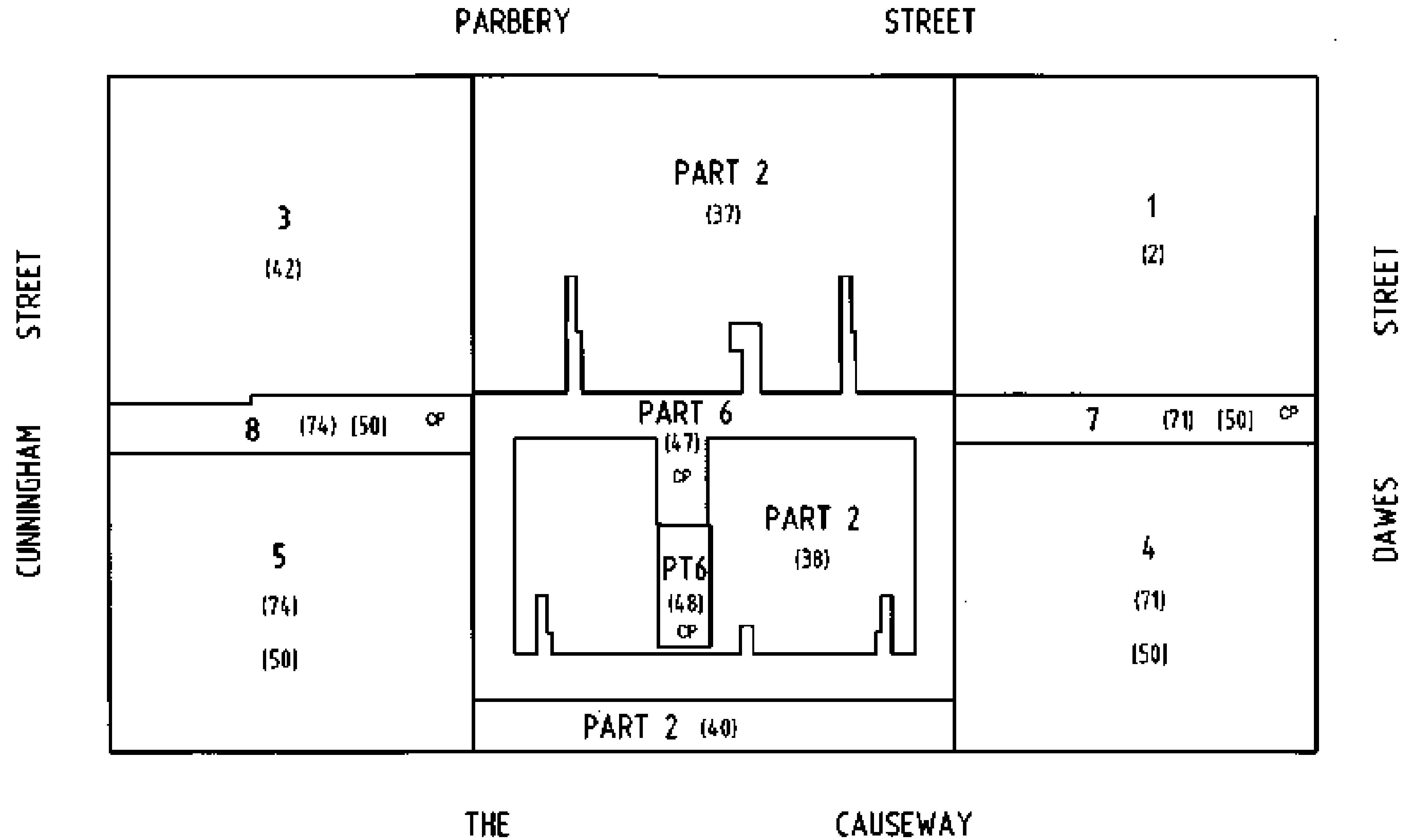
BOUNDARIES AT BASEMENT ONLY

SHEET No 2 of 5 SHEETS

Applicant	Monica Saad Delegate of the Authority/Executive	Dave Peffer Registrar-General Registrar-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

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

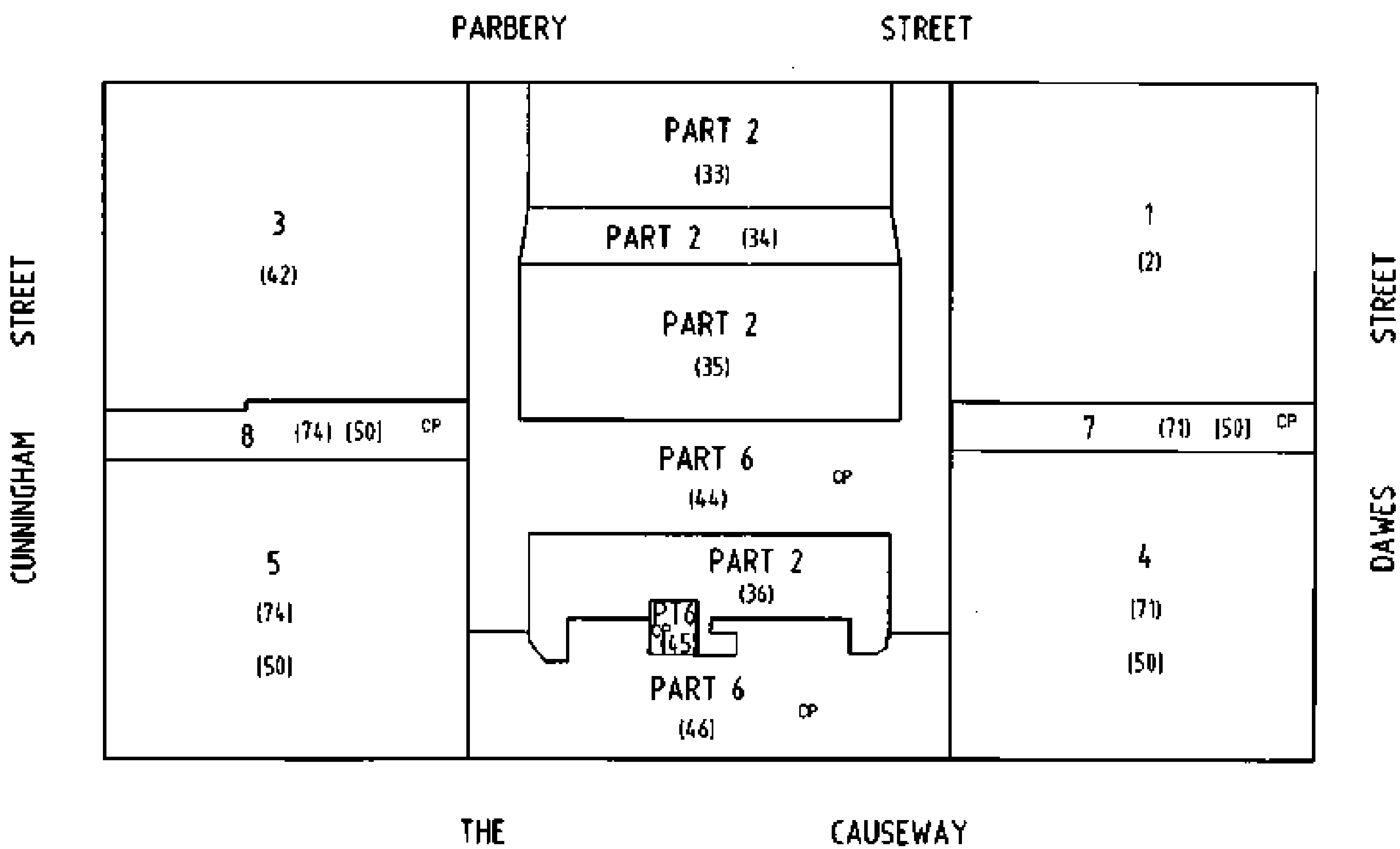
BOUNDARIES AT UPPER BASEMENT ONLY

SHEET No 3 of 5 SHEETS

Approved	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

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

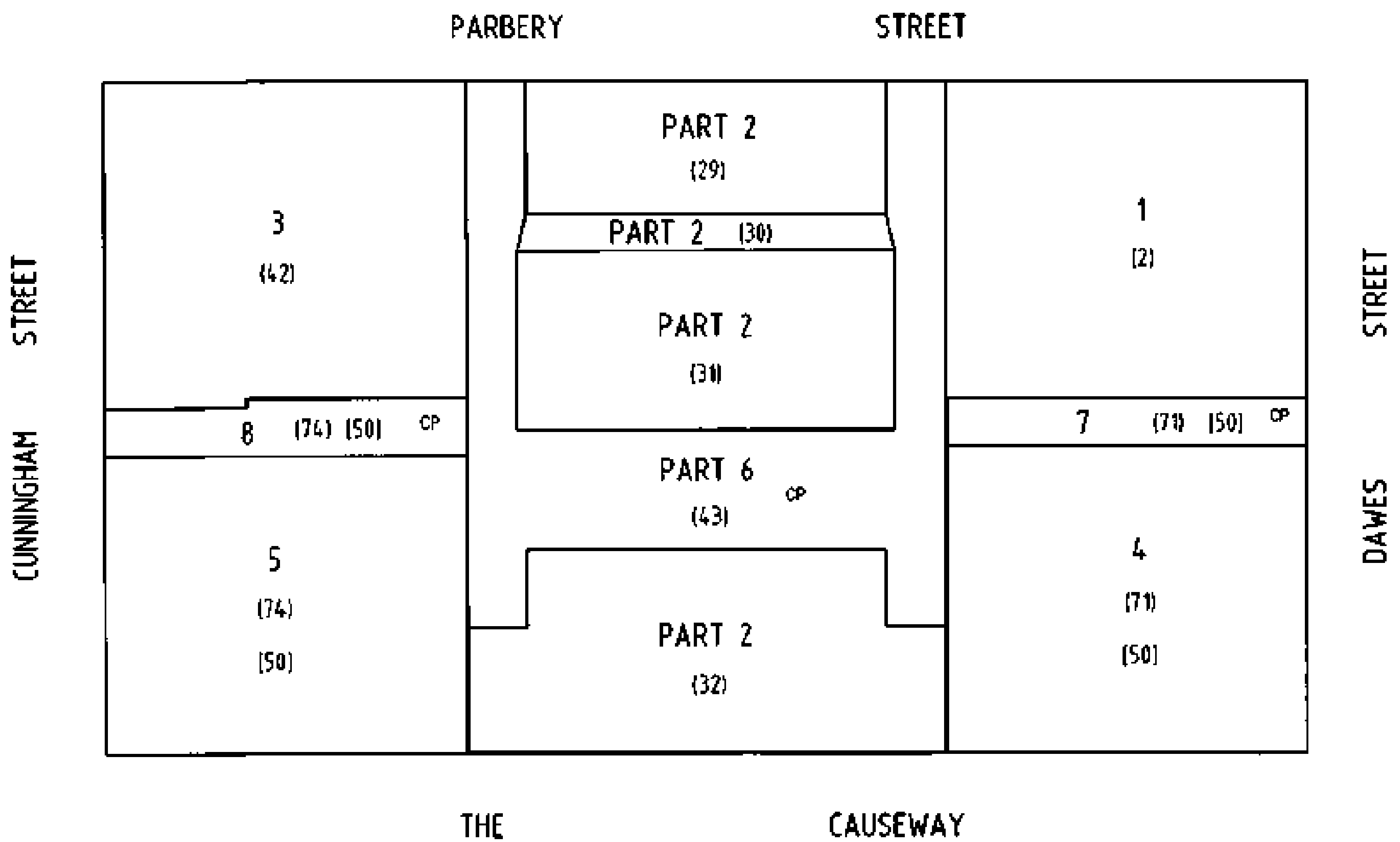
BOUNDARIES AT LOWER GROUND FLOOR ONLY

SHEET No 4 of 5 SHEETS

Applicant	Monica Saad Delegate of the Authority/Executive	Dave Peffer Registrar-General Registrar-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

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 GROUND FLOOR ONLY

SHEET No 5 of 5 SHEETS

Applicant	Monica Saad Delegate of the Authority/Executive	Dave Peffer Registrar-General Registrar-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

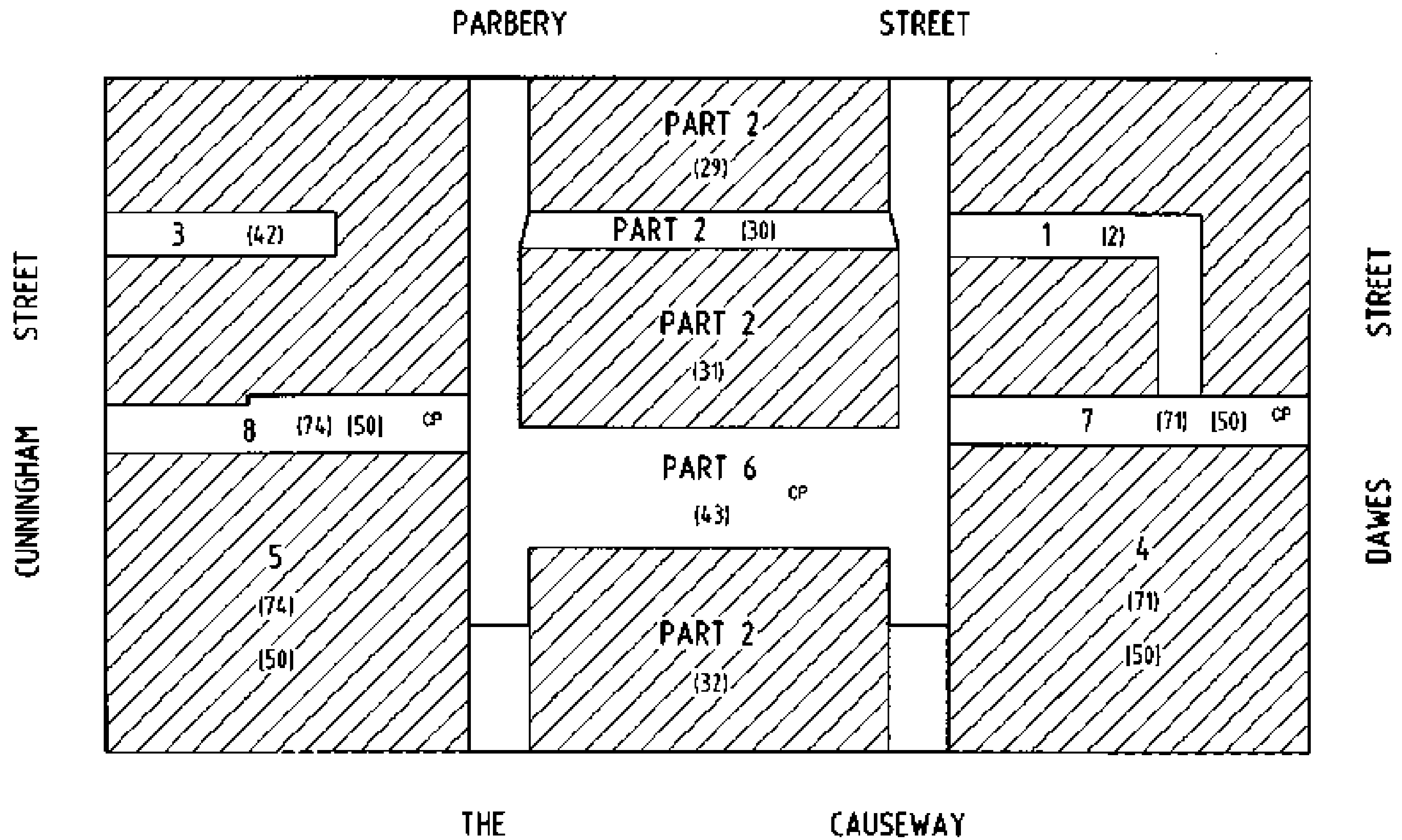
Blocks 2, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48 49 and 50
Section 60 Kingston

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):

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

BOUNDARIES AT GROUND FLOOR ONLY

SHEET No 1 of 1 SHEETS

Applicant	Monica Saad Delegate of the Authority/Executive	Dave Peffer Registrar-General Registrar-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

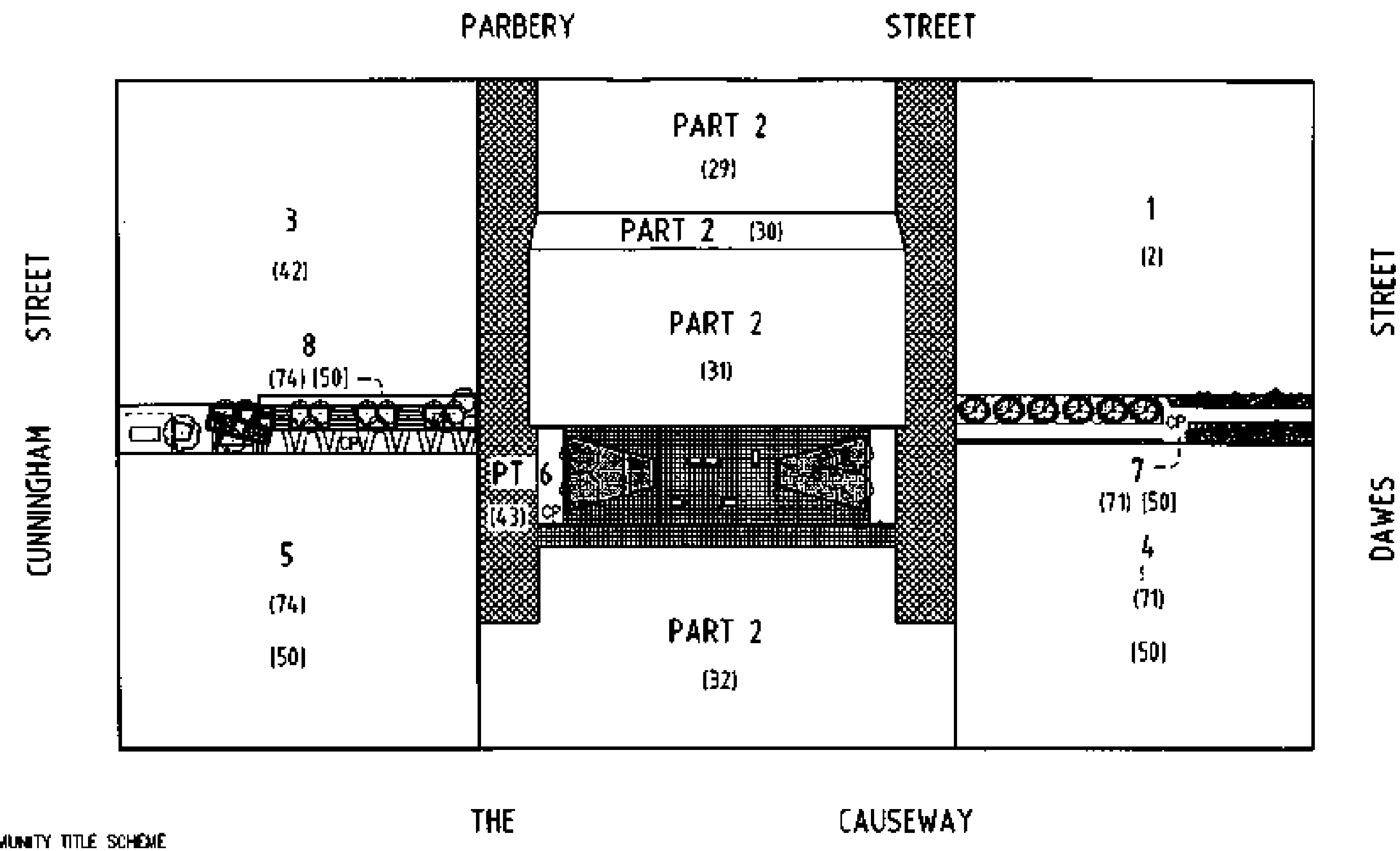
Blocks 2, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49 and 50
Section 60 Kingston

and

Blocks 71 and 74
Section 50 Kingston

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

TREES
CLIMBERS
CONCRETE WALL
TILES
CONCRETE
GRASS

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 GROUND FLOOR ONLY

SHEET No 1 of 1 SHEETS

Applicant	Monica Saad Delegate of the Authority/Executive	Dave Peffer Registrar-General Registrar-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

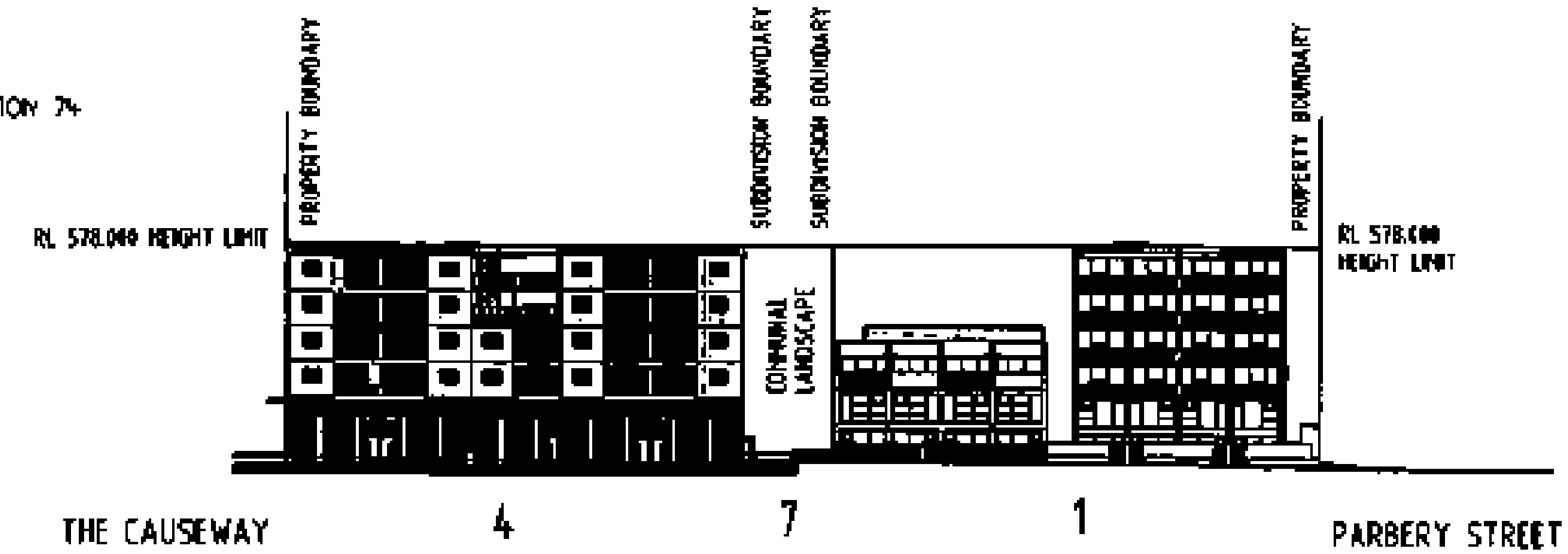
and

Blocks 71 and 74
Section 50 Kingston

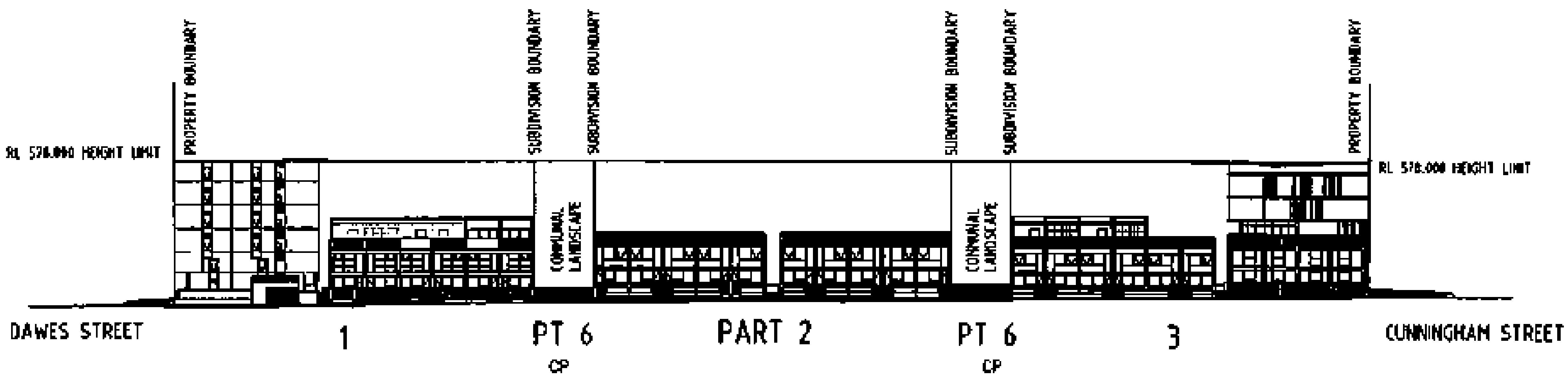
216/80177191/3292131372

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



DAWES STREET STREETSCAPE ELEVATIONS



PARBERY STREET STREETSCAPE ELEVATIONS

1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME

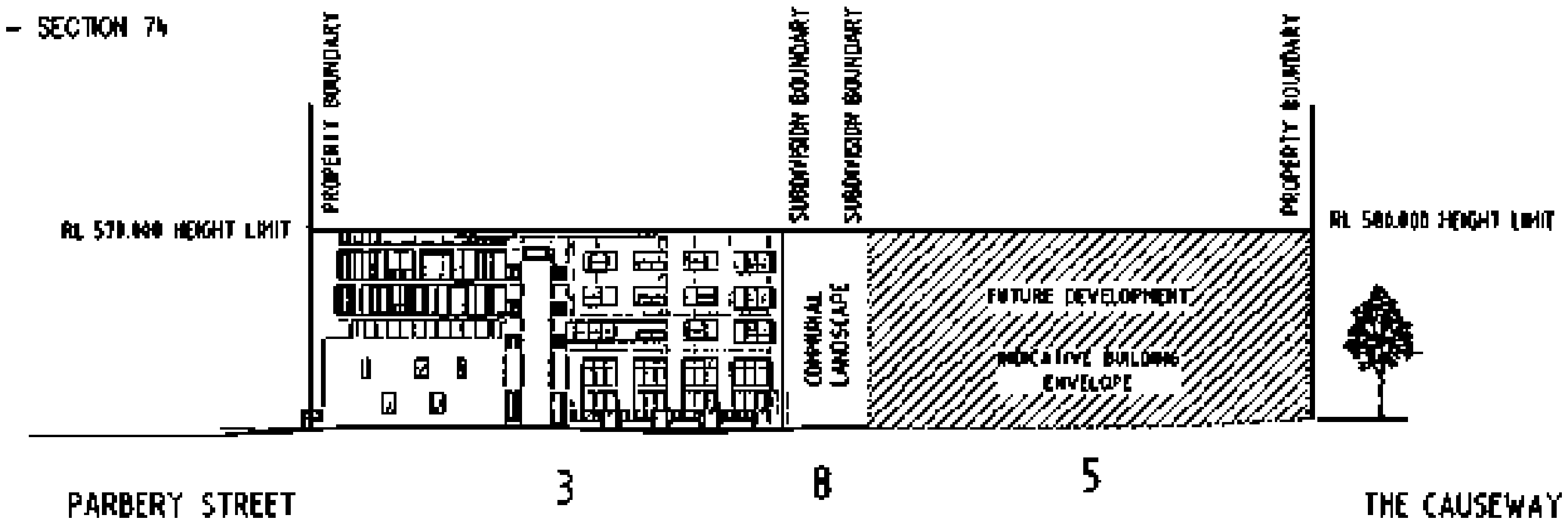
LOT BOUNDARIES AT GROUND FLOOR ONLY

SHEET No 1 of 2 SHEETS

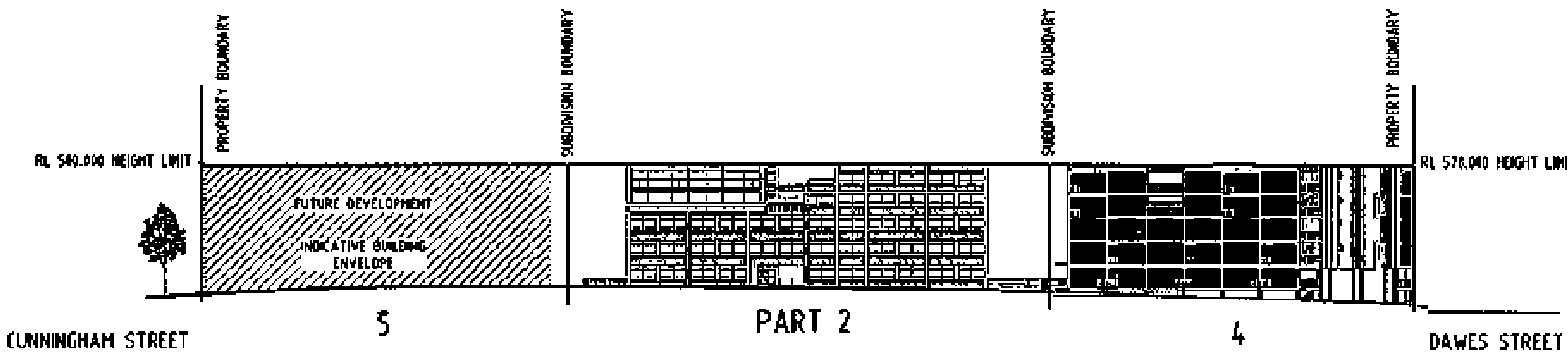
Applicant	Monica Seed Delegate of the Authority/Executive	Dave Peffer Registrar-General Registrar-General	LOTS: 1-8 SECTION: 60 DIVISION: KINGSTON AUSTRALIAN CAPITAL TERRITORY Scale 1:600 0 5 10 20 30 METRES	STREETSCAPE PLAN COMMUNITY TITLE SCHEME No 32

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):

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



CUNNINGHAM STREET STREETSCAPE ELEVATIONS



THE CAUSEWAY STREETSCAPE ELEVATIONS

1 DENOTES LOT NUMBERS IN COMMUNITY TITLE SCHEME

LOT BOUNDARIES AT GROUND FLOOR ONLY

SHEET No 2 of 2 SHEETS

Applicant	Monica Saad Delegate of the Authority/Executive	Dave Peffer Registrar-General Registrar-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

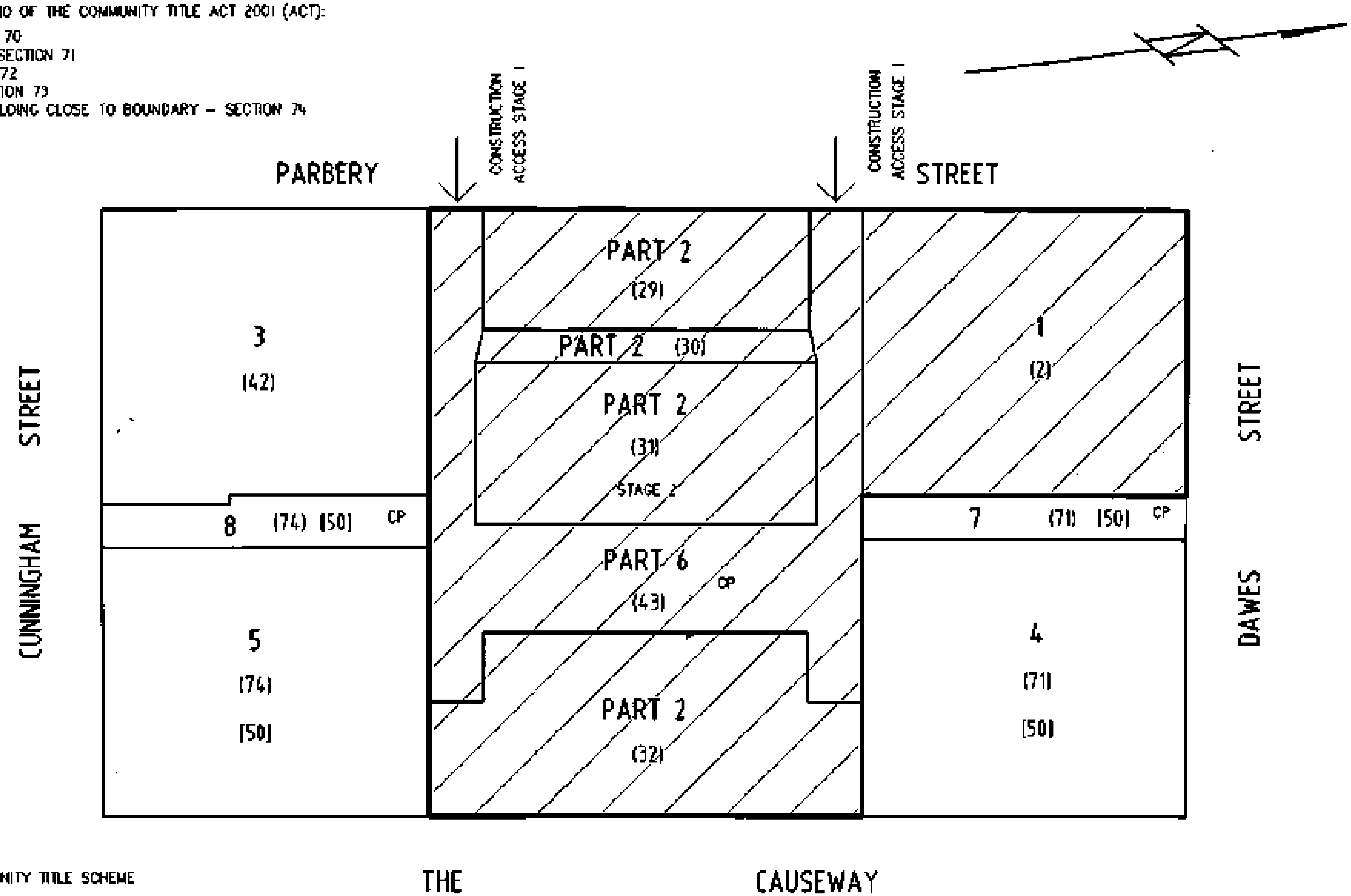
Stage 1 Plan

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):

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 1 of 4 SHEETS

Applicant	Monica Saad Delegate of the Authority/Executive	Dave Peffer Registrar-General Registrar-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

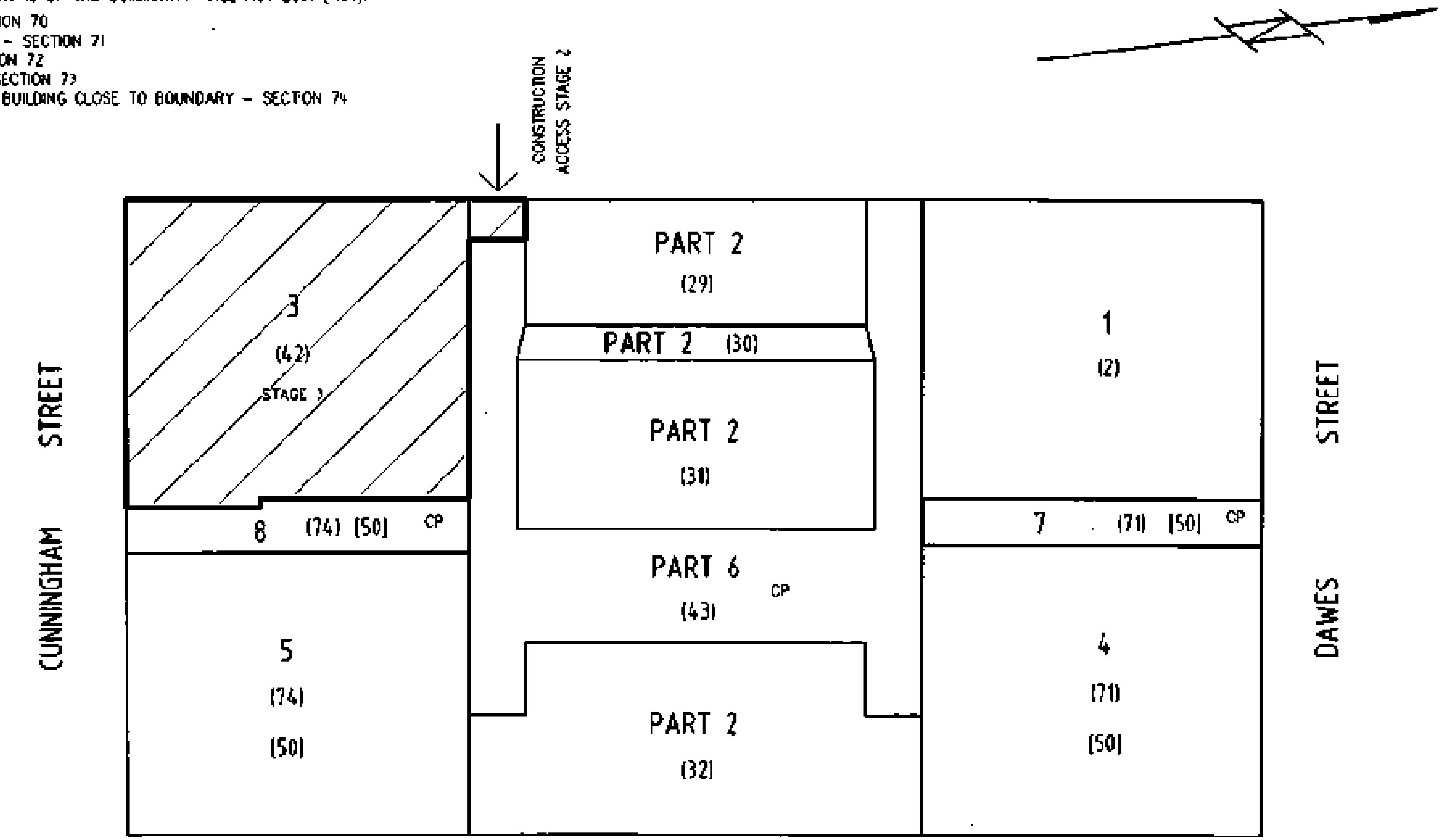
CLAYTON UTZ

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):

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 2 of 4 SHEETS

Applicant	Monica Saad Delegate of the Authority/Executive	Dave Peffer Registrar-General Registrar–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

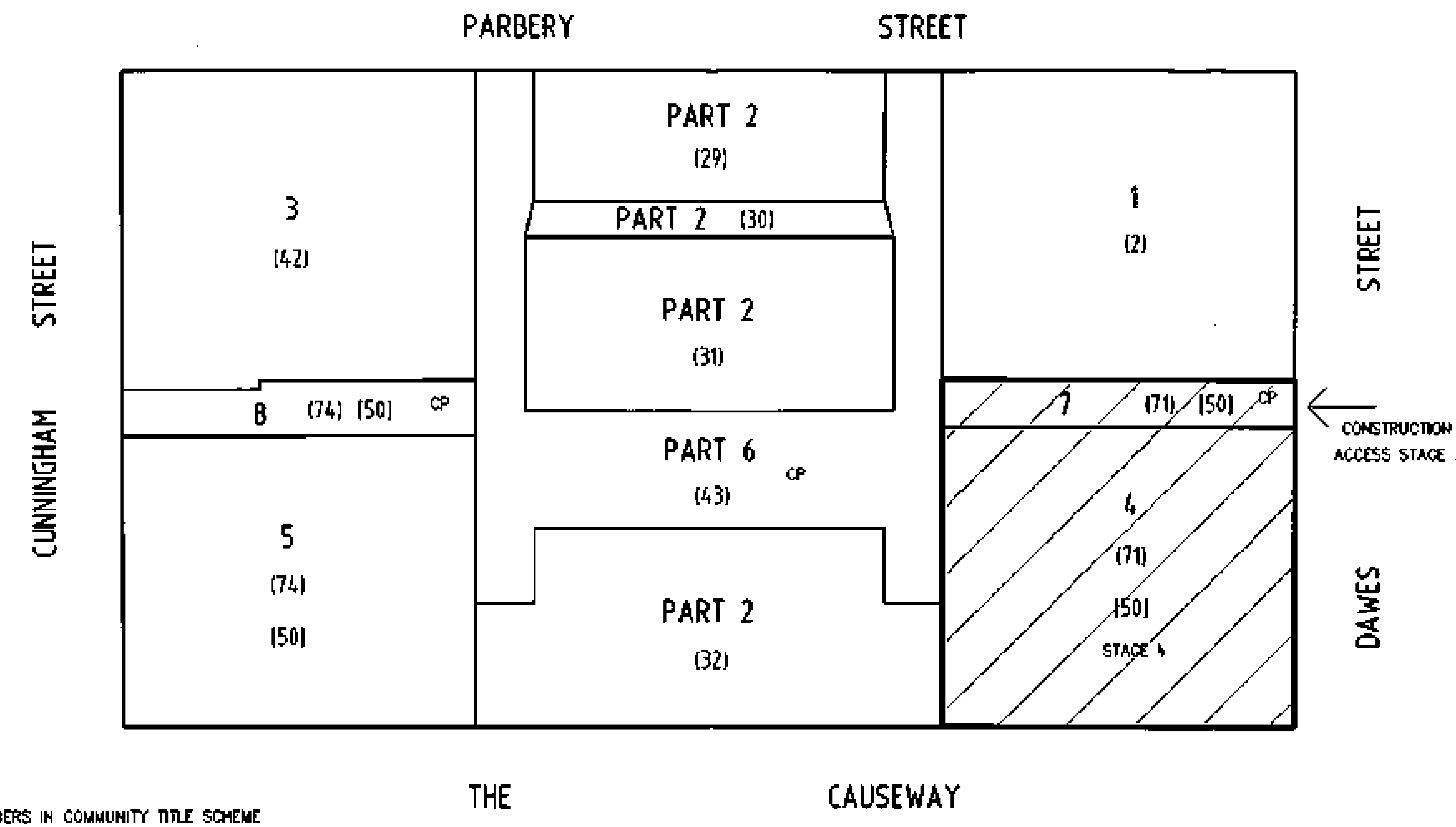
Stage 3 Plan

Lot 4 and Lot 7
Block 71
Section 50 Division

216/80127191/329213137

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 3 of 4 SHEETS

Applicant	Monica Saad Delegate of the Authority/Executive	Dave Peffer Registrar-General Registrar-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

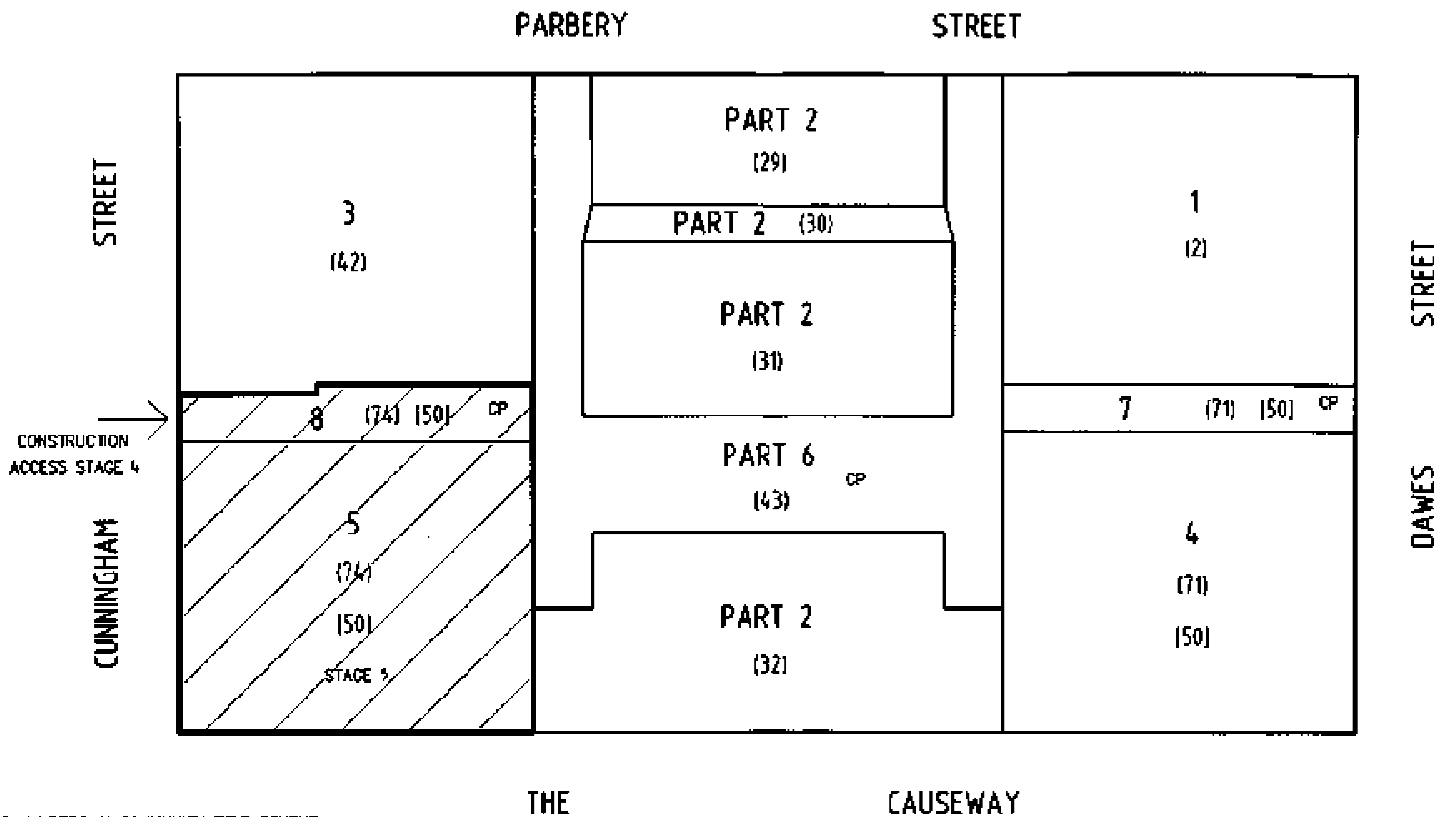
Stage 4 Plan

Lot 5 and Lot 8
Block 74
Section 50 Kingston

[illegible]

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 Registrar-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
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

216/80177191/292131[illegible]

CLAYTON UTZ

Management Statement

Contents

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 151 627 141.

"**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

(c) Costs of maintenance and repair in relation to the Access Easements will be borne by the Owners and Members of the Benefited 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

INDEPENDENT

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:
(f) the developer's estimate, based on reasonable grounds, of the buyer's contribution to the corporation's general funds for the 2 years after the CA is registered.

- These levy estimates have been calculated using approximate unit 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 acquisition 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 relating to 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	$4,804.37
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

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
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

Contents

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 Monice 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

PETER JOHN WRIGHT

Full name of director

Signature of company secretary/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	7		1	10
2395.59	KINGSTON	60	29 - 41		2	35
2395-64	KINGSTON	60 50	42 71,74		3 - 6, 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 ...52... was registered

Dated 18-1-19 ~~this day of~~ ~~2018.~~

Dave Peffer
Registrar-General

Signature of Registrar-General

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	-

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	-

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	-

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 2601

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 22 was registered

Dated 14th this day of June 2019

David Snowden
Registrar-General

Signature of Registrar-General

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	-

Page........of.........

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	-

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	-

Page……of……

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	-

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

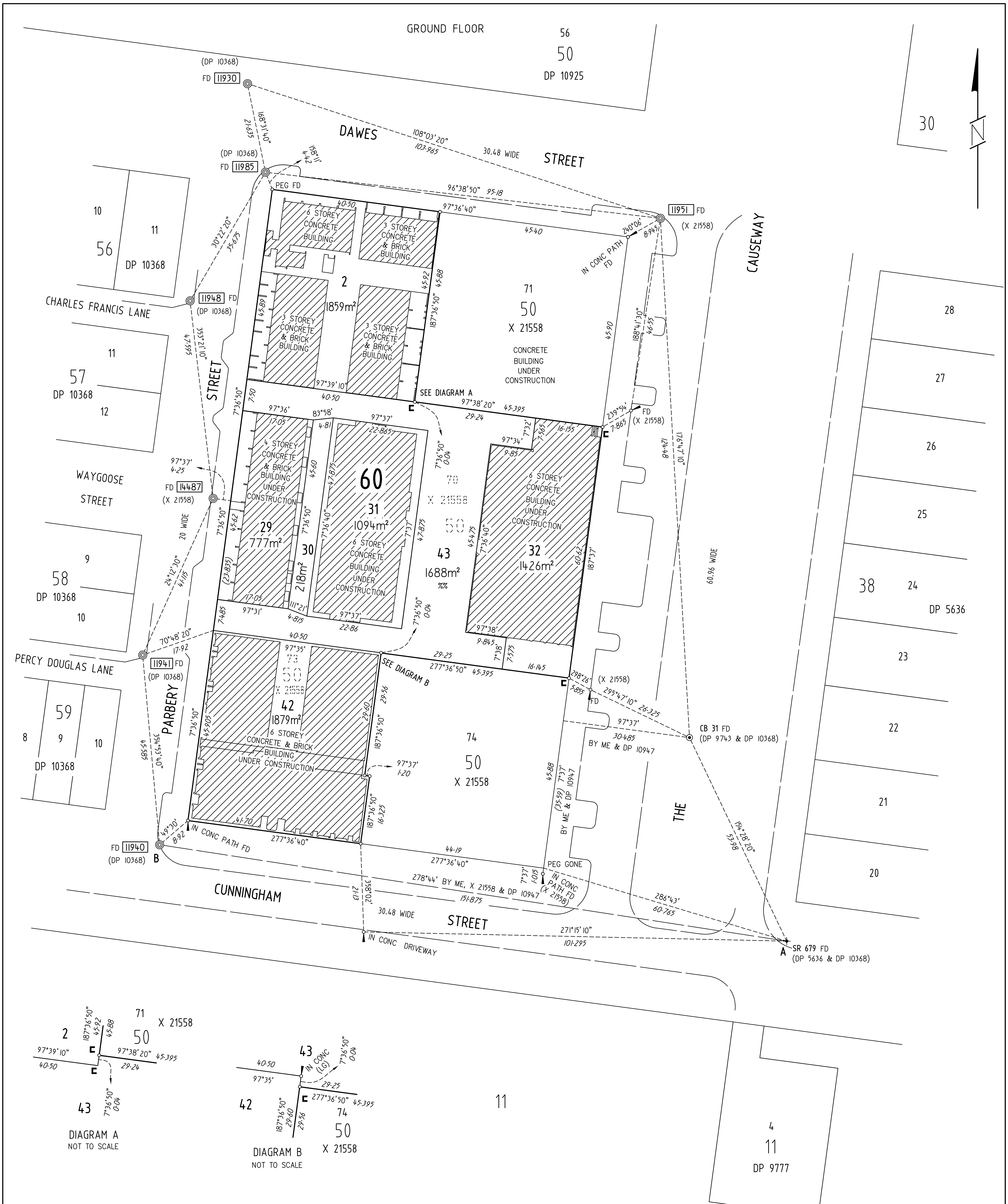
DETAILS OF PARCELS PROPOSED AS COMMON PROPERTY

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	Full name of witness (if required)
TNRC PTY LIMITED by is attorney ALFONSO DEL RIO pursuant to Power of Attorney ACT Registration No.0144120	Amanda Leigh Noy 10/2 Phillip Law Street CANBERRA ACT 2601
Signature or common seal of developer Dated - 11/11/2019	Signature of witness (if required) Dated - 11/11/2019

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 BARE Full Name and Signature of the delegate of the ACT Planning and Land Authority.	The attached lot entitlement schedule for Community Title Scheme No 72 was registered Dated 21 this day of November 2019 David Pryce Registrar-General Signature of Registrar-General



NOTE: BLOCKS 30–41 ARE PART AND PARCEL OF BLOCK 29 (FOR UNITS PLAN)
BLOCKS 44–50 ARE PART AND PARCEL OF BLOCK 43 (FOR COMMUNITY TITLE PLAN)
%% BLOCKS 34, 43–48 HAVE A PROPOSED EASEMENT FOR PUBLIC ACCESS OVER THE ENTIRE BLOCK
REDUCED LEVELS ARE ON AUSTRALIAN HEIGHT DATUM
ORIGIN OF LEVELS SR 679 RL 563·644 AND CRM 11985 RL 559·528

⊏ DENOTES CORNER NOT MARKED (CONSTRUCTION ACTIVITY)
SEE DIAGRAM F SHEET 8 FOR GROUND FLOOR SURVEY INFORMATION
SEE DIAGRAMS C & D SHEET 7 FOR LOWER GROUND FLOOR SURVEY INFORMATION
(LG) DENOTES MARK AT LOWER GROUND LEVEL

THIS IS SHEET 1 OF MY PLAN IN 10 SHEETS

REFERENCE MARKS

- Denotes CB in road
- Denotes PLAQUE IN KERB
- Denotes DEEP DRIVEN ROD
- Denotes DH&W IN KERB (Except as otherwise shown)
- DH Denotes Drill Hole in CONCRETE

NOTE

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

Azimuth: A–B (Strom)

Field Books:
Surveyor's Ref : 15079

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 23 NOVEMBER 2018

(Signature) 13 DECEMBER 2018
Surveyor registered under the Surveyors Act 2007.

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

14 December 2018

Surveyor–General of the ACT

PLAN OF
BLOCK 2 & BLOCKS 29-50 SECTION 60
BEING A SUBDIVISION OF BLOCKS 70 & 73 SECTION 50

DIVISION: KINGSTON
DISTRICT: CANBERRA CENTRAL
AUSTRALIAN CAPITAL TERRITORY

SCALE 1:500
0 5 10 20 30 40 METRES

Deposited in the office of the Registrar of Titles at Canberra In the Australian Capital Territory at
1:03 pm, 02/01/2019
Approved
Dave Peffer
Registrar-General
Registrar of Titles

DEPOSITED PLAN
11629/1
AMENDS X 21558

*JH
X21562/1

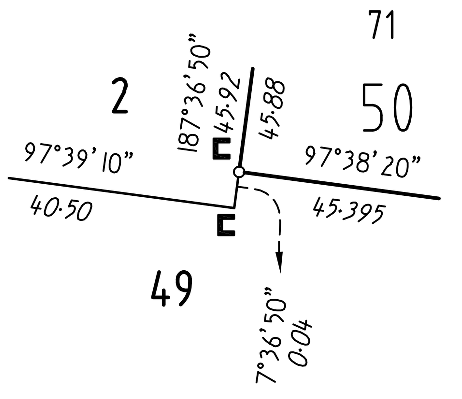


DIAGRAM A
NOT TO SCALE

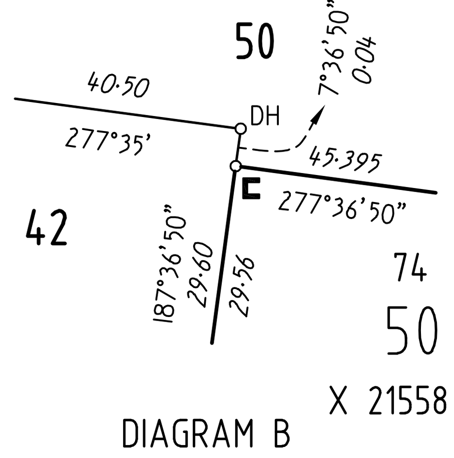
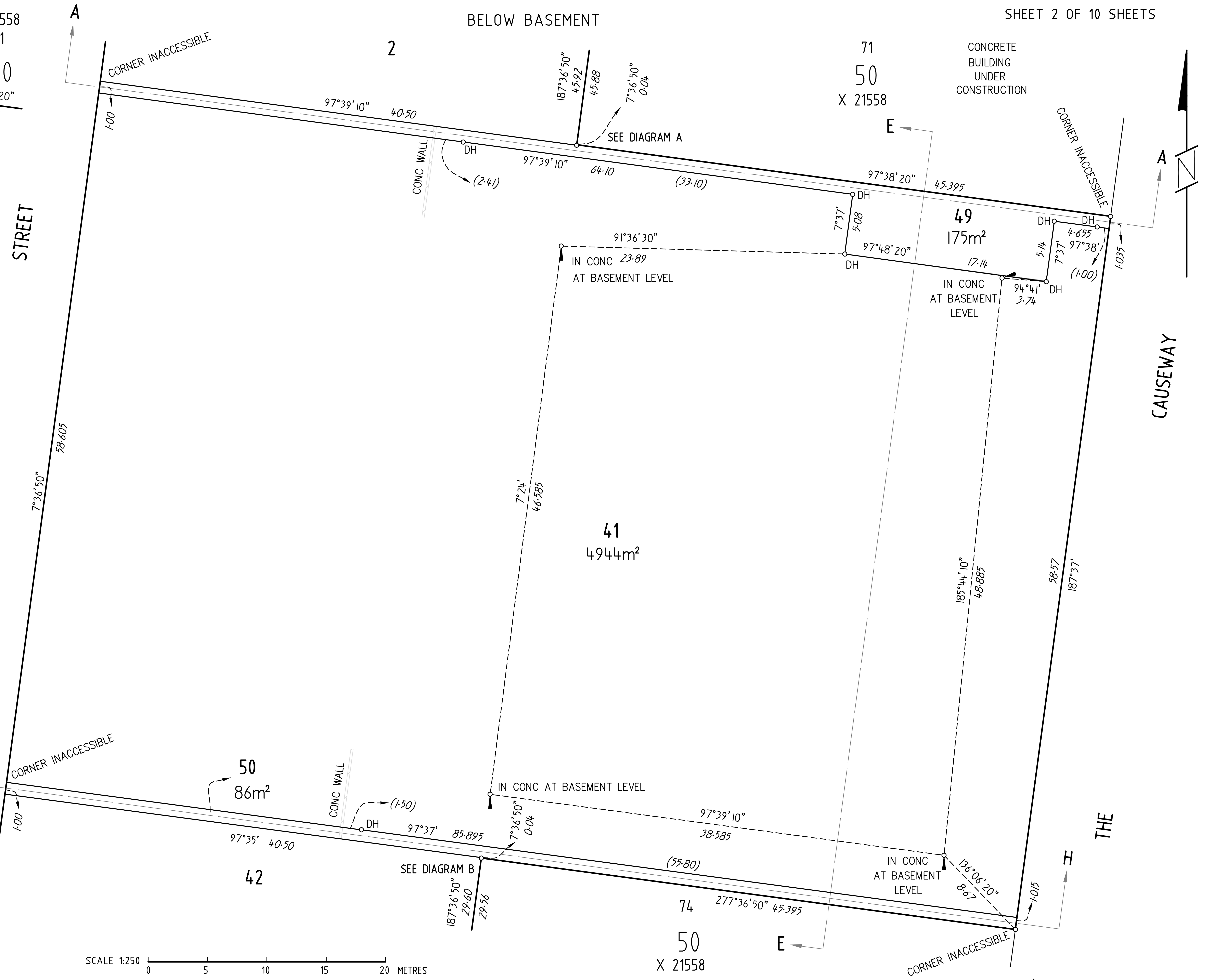
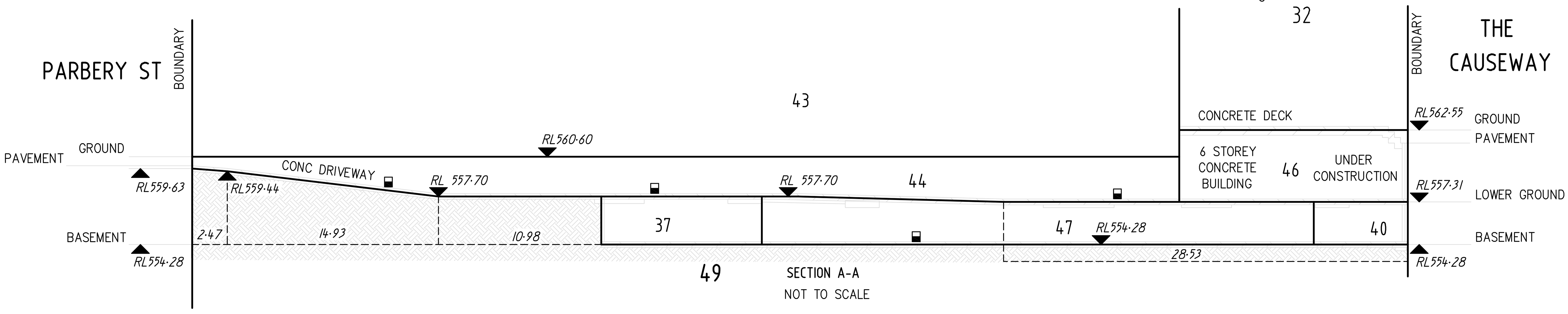
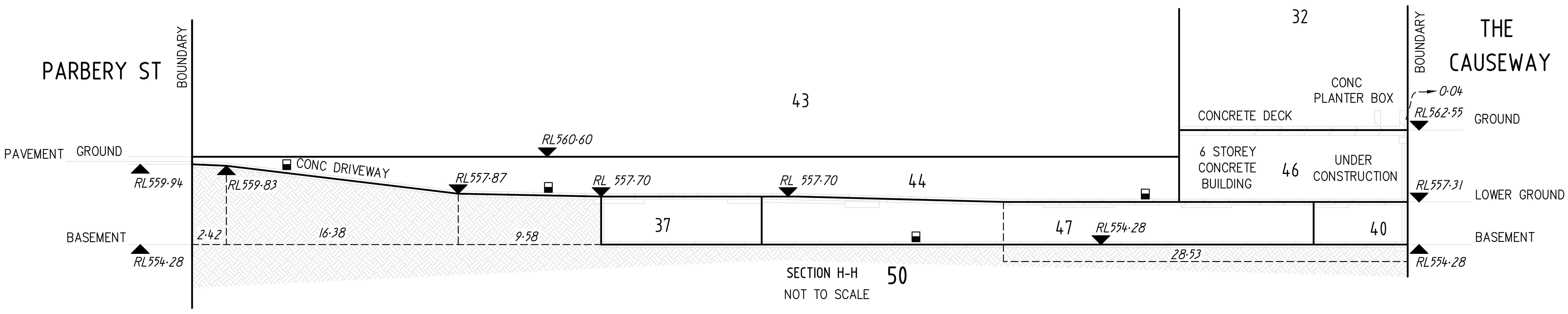


DIAGRAM B
NOT TO SCALE

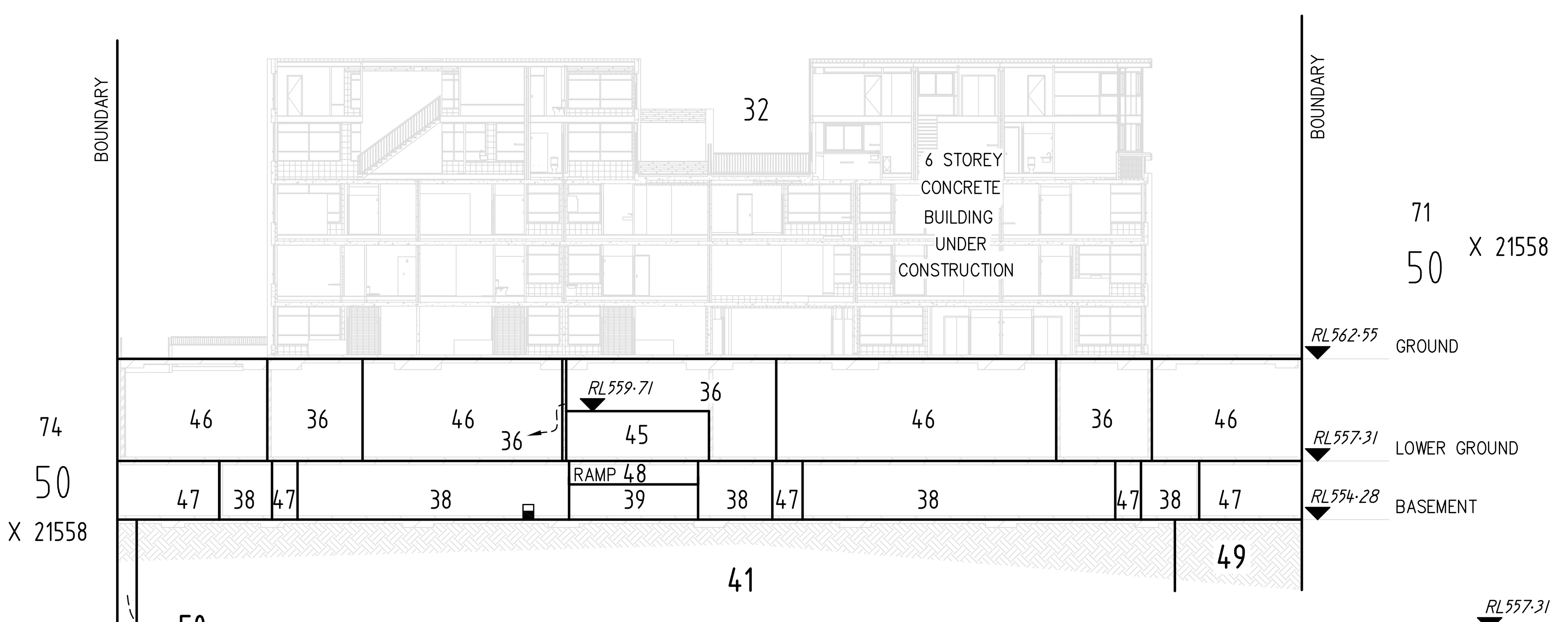




SECTION A-A
NOT TO SCALE



SECTION H-H
NOT TO SCALE



SECTION E-E
NOT TO SCALE

DENOTES EARTH
DENOTES BOUNDARY IS THROUGH CONCRETE SLAB
DENOTES CORNER NOT MARKED (CONSTRUCTION ACTIVITY)
DH DENOTES DRILL HOLE IN CONC SLAB AT BASEMENT LEVEL

THIS IS SHEET 2 OF MY PLAN IN 10 SHEETS

DATED 13 DECEMBER 2018

(Signature)

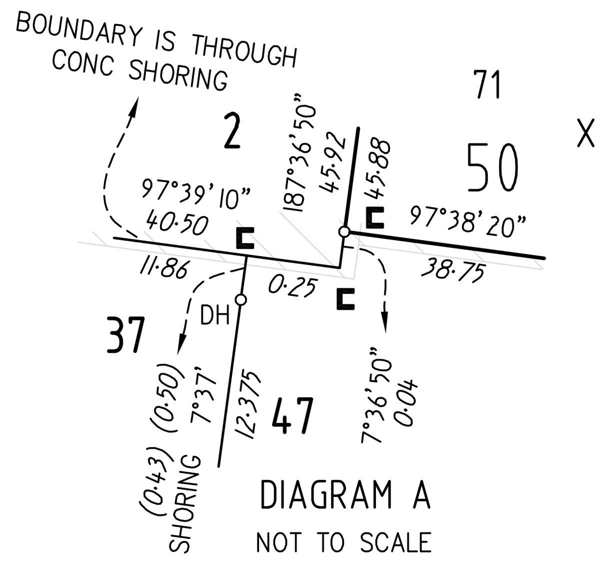
Surveyor registered under the Surveyors Act 2007

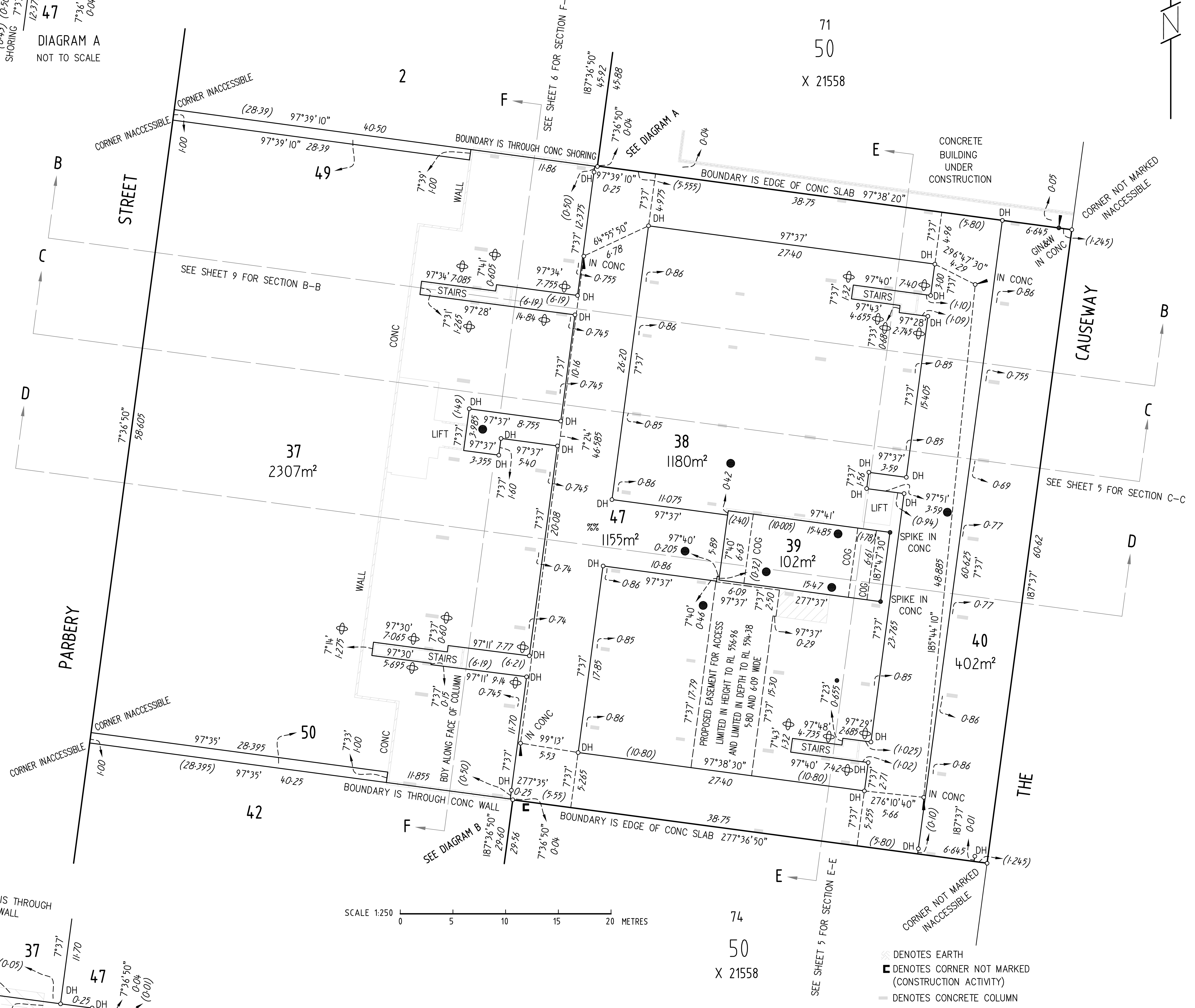
BLOCK 41 SECTION 60 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 554·28 AND UNLIMITED IN DEPTH
BLOCK 49 SECTION 60 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RLs 554·28, 557·70, 559·44 & 559·63 AND UNLIMITED IN DEPTH
BLOCK 50 SECTION 60 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RLs 554·28, 557·70, 557·87, 559·83 & 559·94 AND UNLIMITED IN DEPTH

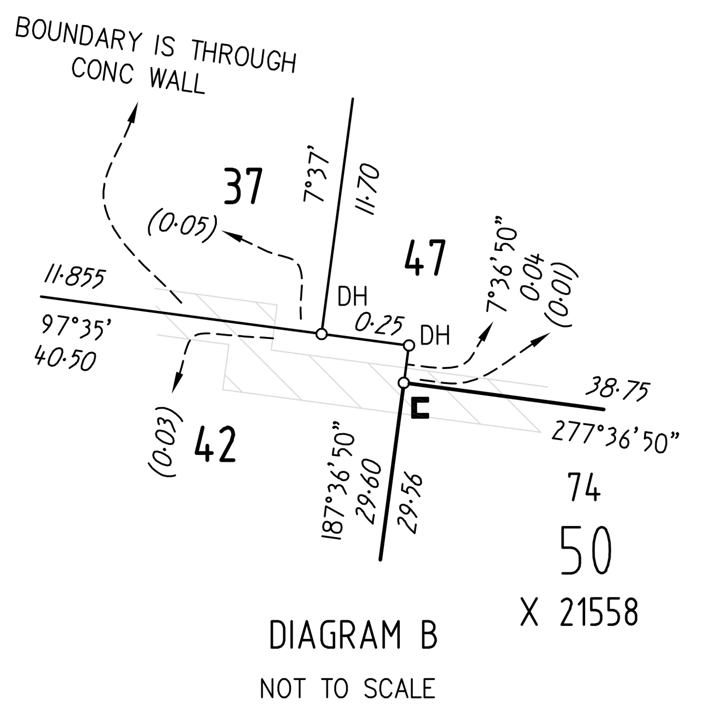
DEPOSITED PLAN

11629/2

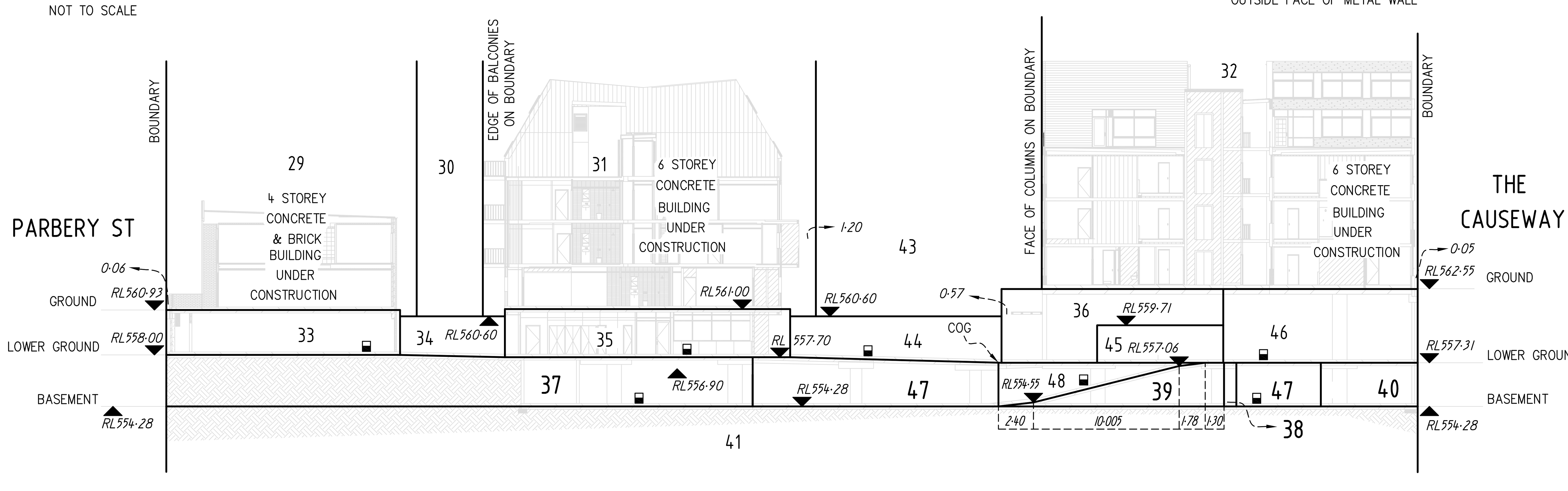
BASEMENT







DENOTES EARTH
DENOTES CORNER NOT MARKED (CONSTRUCTION ACTIVITY)
DENOTES CONCRETE COLUMN
DENOTES BOUNDARY IS THROUGH CONCRETE SLAB
DENOTES OUTSIDE FACE AND OR LINE OF OUTSIDE FACE OF METAL WALL
DH DENOTES DRILL HOLE IN CONC SLAB
COG DENOTES CHANGE OF GRADE
DENOTES BOUNDARY IS ALONG FACE OF CONCRETE WALL
DENOTES BOUNDARY IS OUTSIDE FACE AND OR LINE OF OUTSIDE FACE OF METAL WALL



SECTION D-D
NOT TO SCALE

THIS IS SHEET 3 OF MY PLAN IN 10 SHEETS

DATED 13 DECEMBER 2018

(Signature)

Surveyor registered under the Surveyors Act 2007

BLOCK 37 SECTION 60 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RLs 558·00 & 557·70 AND LIMITED IN DEPTH TO RL 554·28
BLOCK 38 SECTION 60 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 557·31 & 557·61 AND LIMITED IN DEPTH TO RL 554·28
BLOCK 40 SECTION 60 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 557·31 AND LIMITED IN DEPTH TO RL 554·28
BLOCK 39 SECTION 60 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RLs 554·28, 554·55, 557·06 & 557·31 AND LIMITED IN DEPTH TO RL 554·28
BLOCK 47 SECTION 60 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RLs 557·70 & 557·31 AND LIMITED IN DEPTH TO RL 554·28

DEPOSITED PLAN

11629/3

UPPER BASEMENT

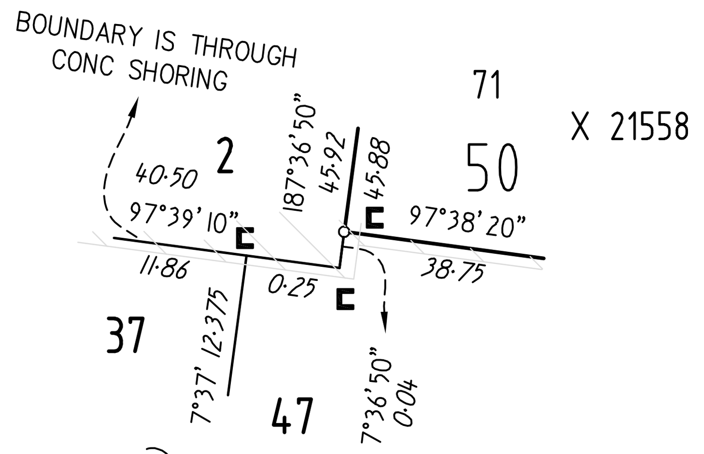
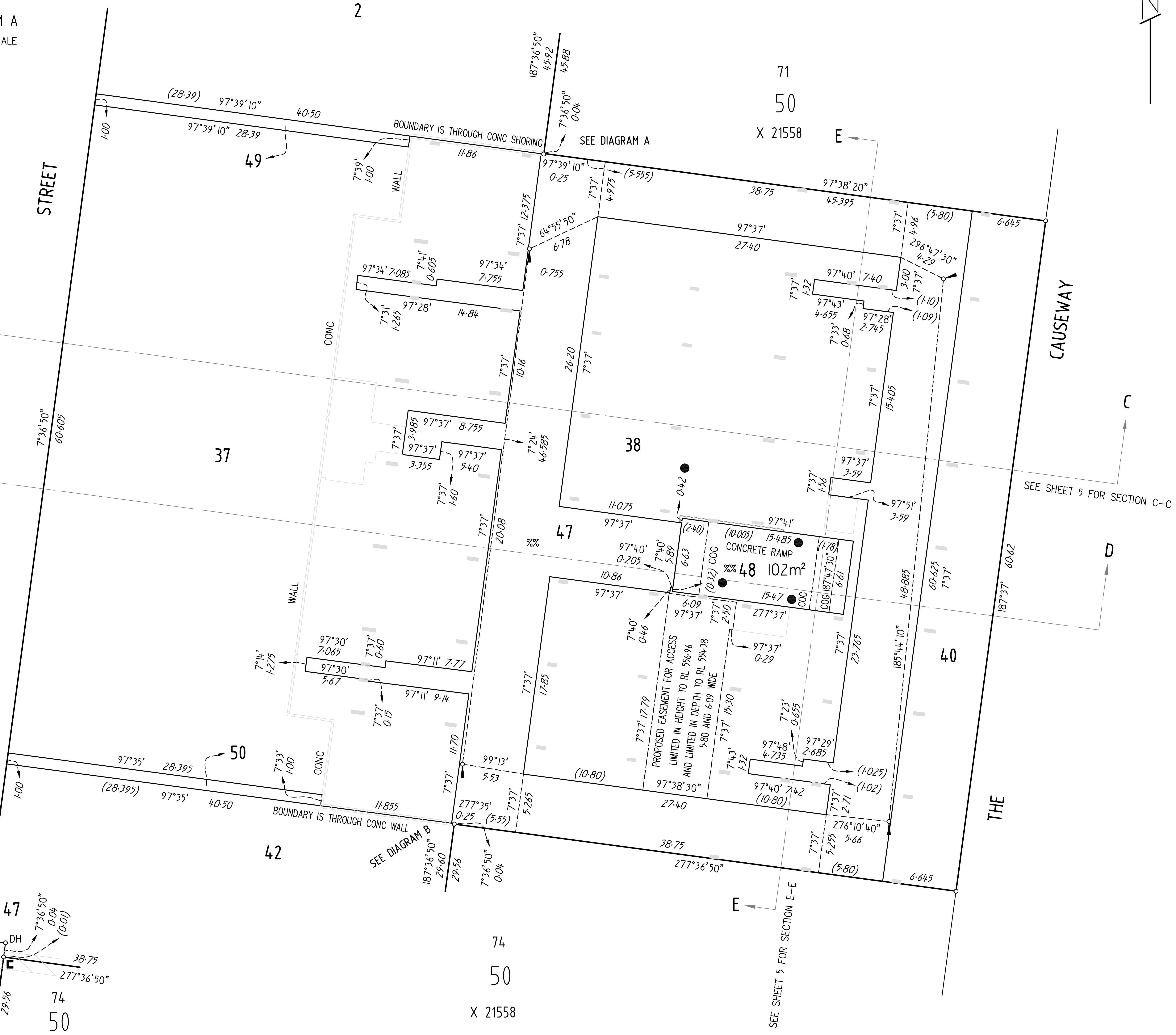


DIAGRAM A
NOT TO SCALE



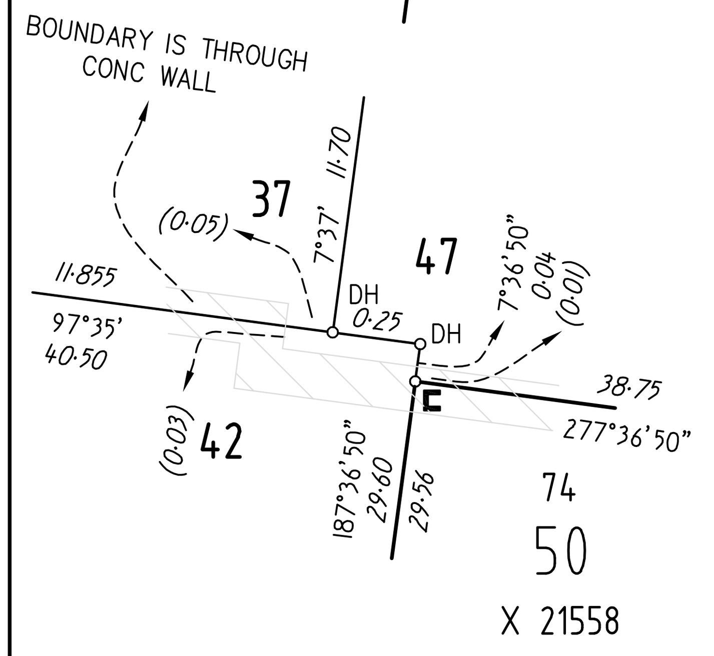
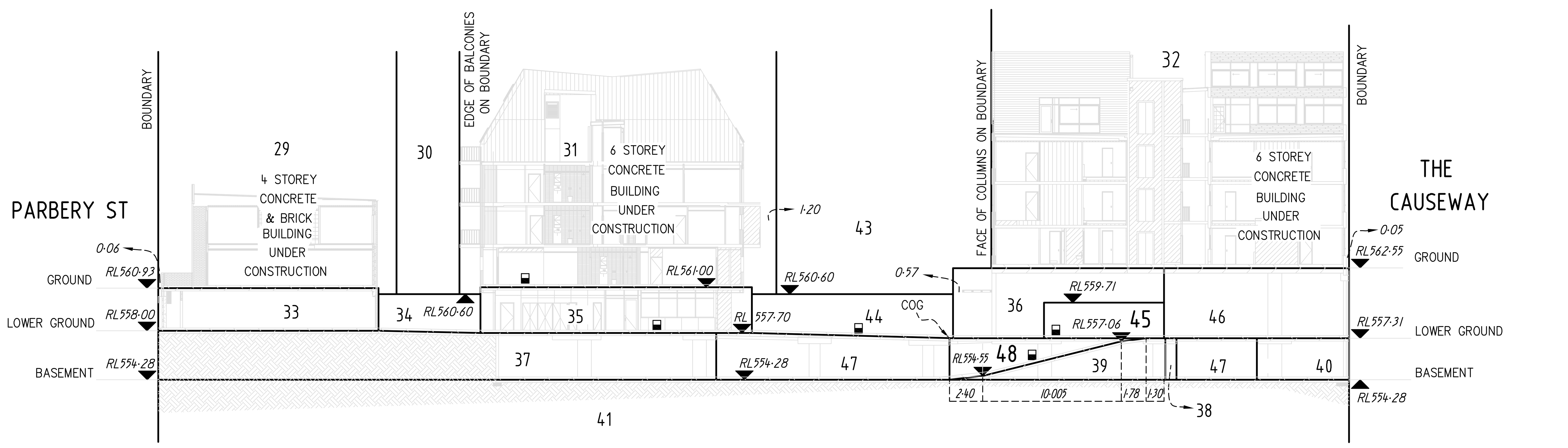


DIAGRAM B
NOT TO SCALE



SECTION D-D
NOT TO SCALE

COG DENOTES CHANGE OF GRADE
DENOTES EARTH
DH DENOTES DRILL HOLE IN CONC SLAB
DENOTES CORNER NOT MARKED (CONSTRUCTION ACTIVITY)
DENOTES CONCRETE COLUMN
DENOTES BOUNDARY IS THROUGH CONCRETE SLAB
BLOCK 48 SECTION 60 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 557·31 AND LIMITED IN DEPTH TO RLs 554·28, 554·55, 557·06 & 557·31

THIS IS SHEET 4 OF MY PLAN IN 10 SHEETS

DATED 13 DECEMBER 2018

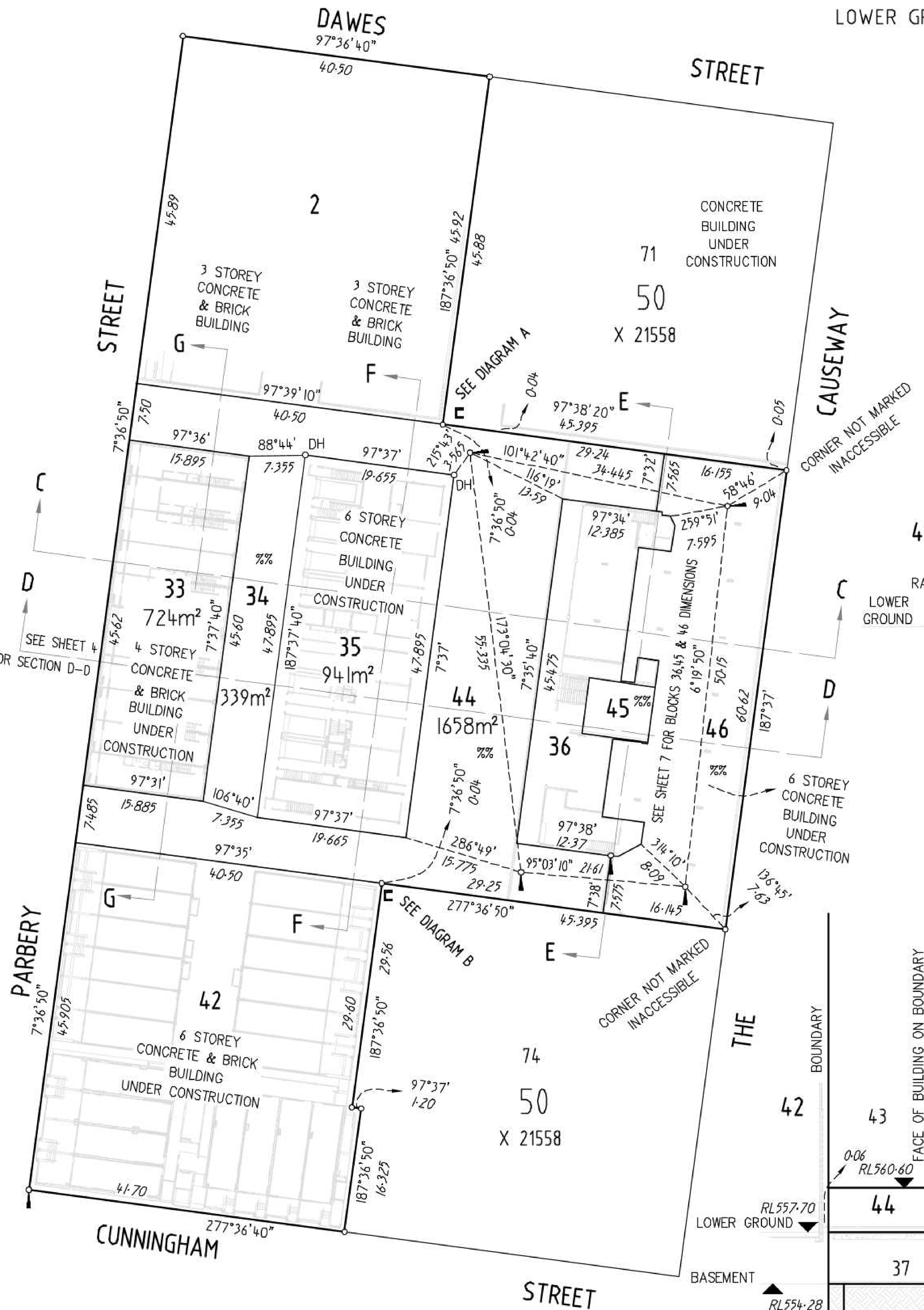
(Signature)

Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN

11629/4

*JH



SCALE 1:500 0 5 10 20 30 40 METRES

SEE SHEET 7 FOR ACCESS EASEMENT DETAILS

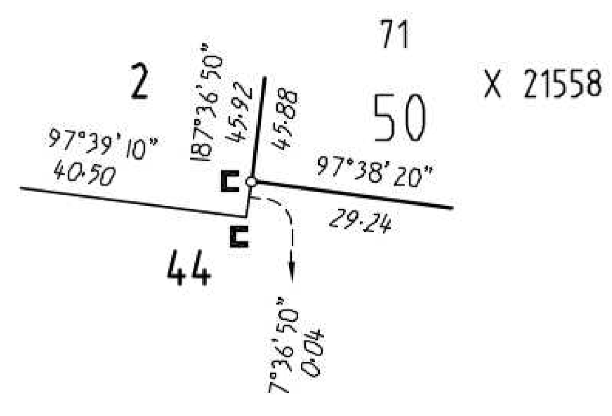


DIAGRAM A

NOT TO SCALE

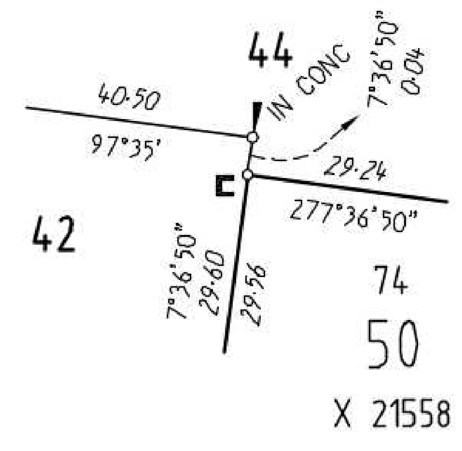
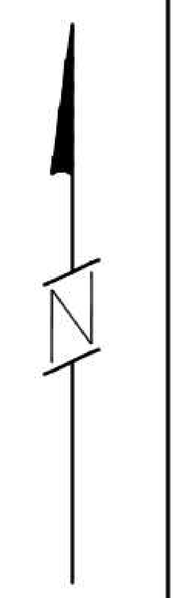
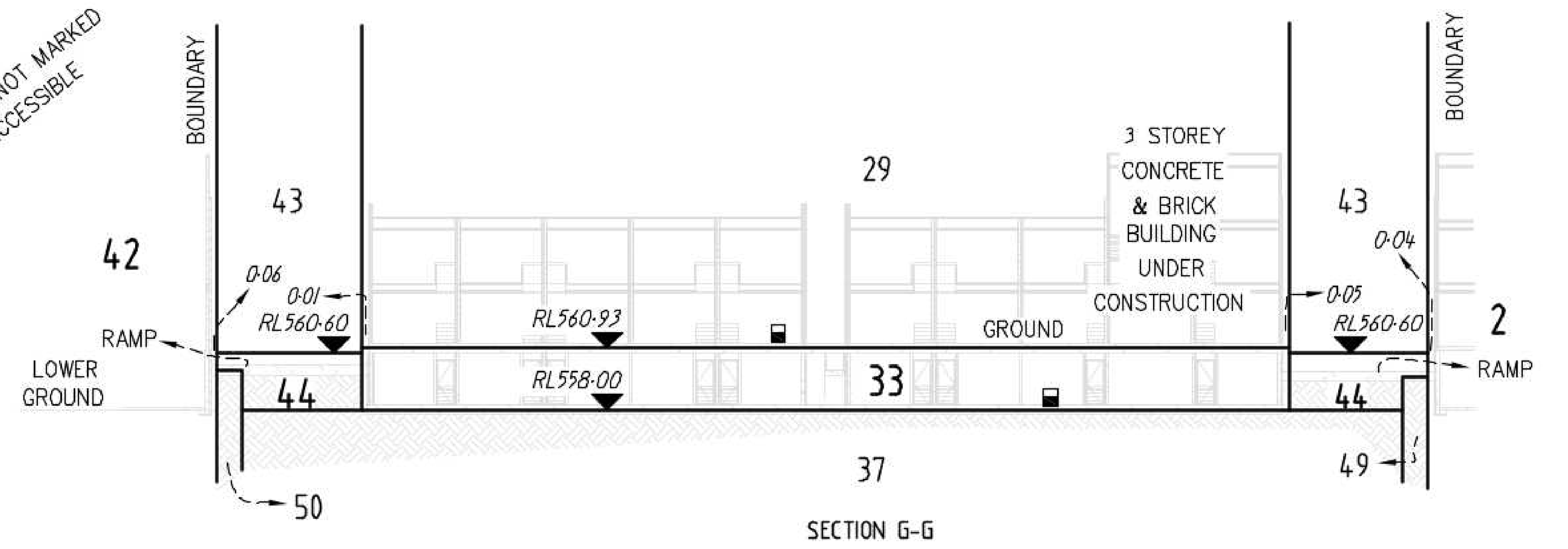


DIAGRAM B

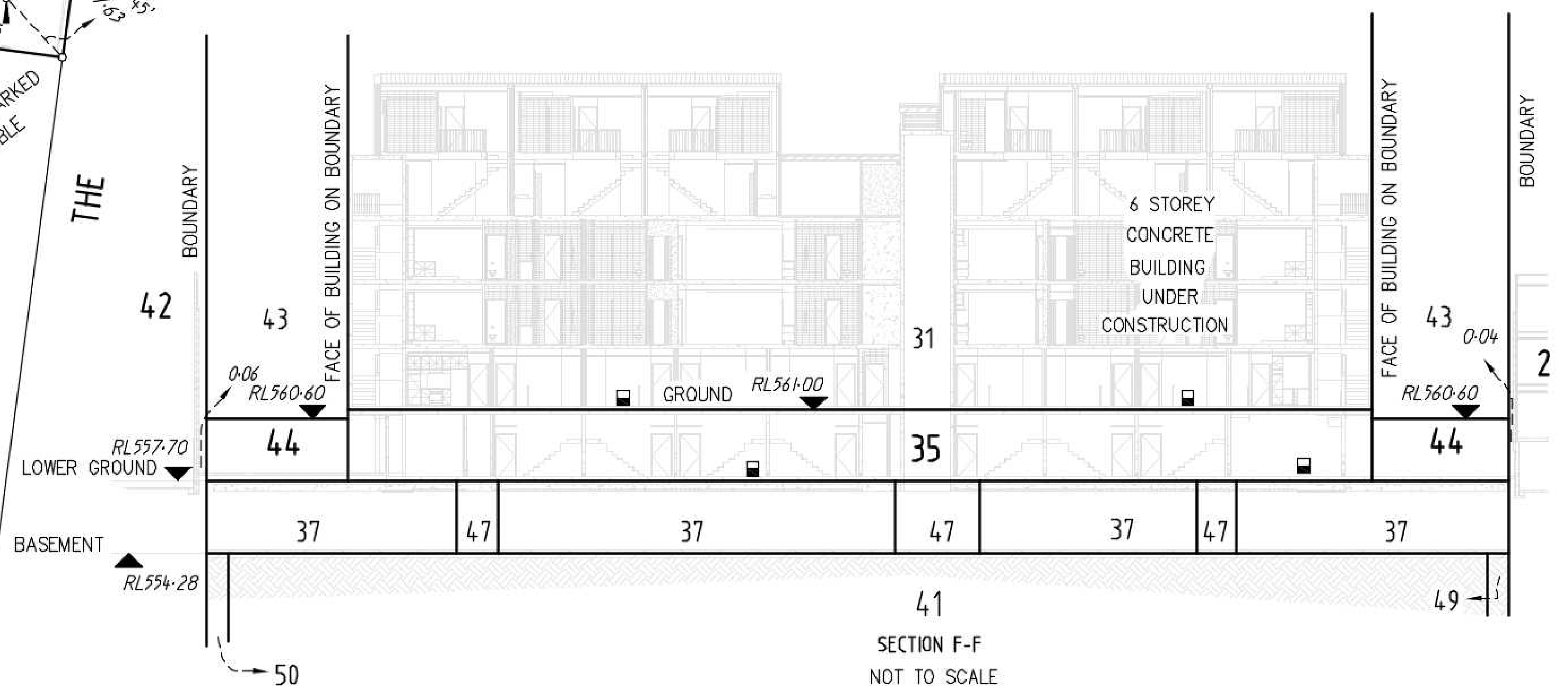
NOT TO SCALE





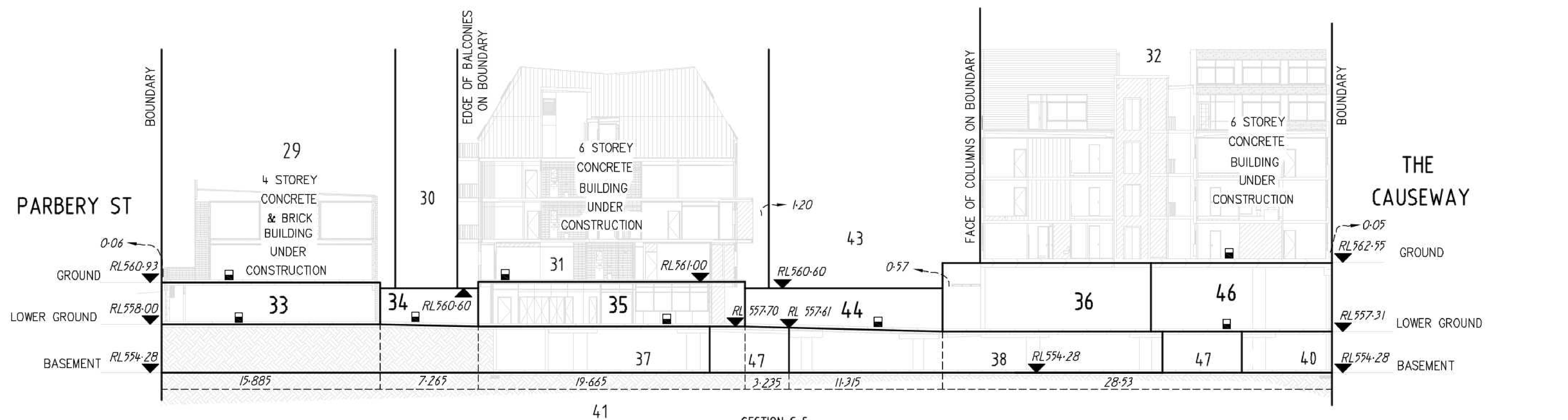
SECTION G-G

NOT TO SCALE



SECTION F-F

NOT TO SCALE



SECTION C-C

NOT TO SCALE

BLOCK 33 SECTION 60 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 560·93 AND LIMITED IN DEPTH TO RL 558·00

BLOCK 34 SECTION 60 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 560·60 AND LIMITED IN DEPTH TO RLs 558·00 & 557·70

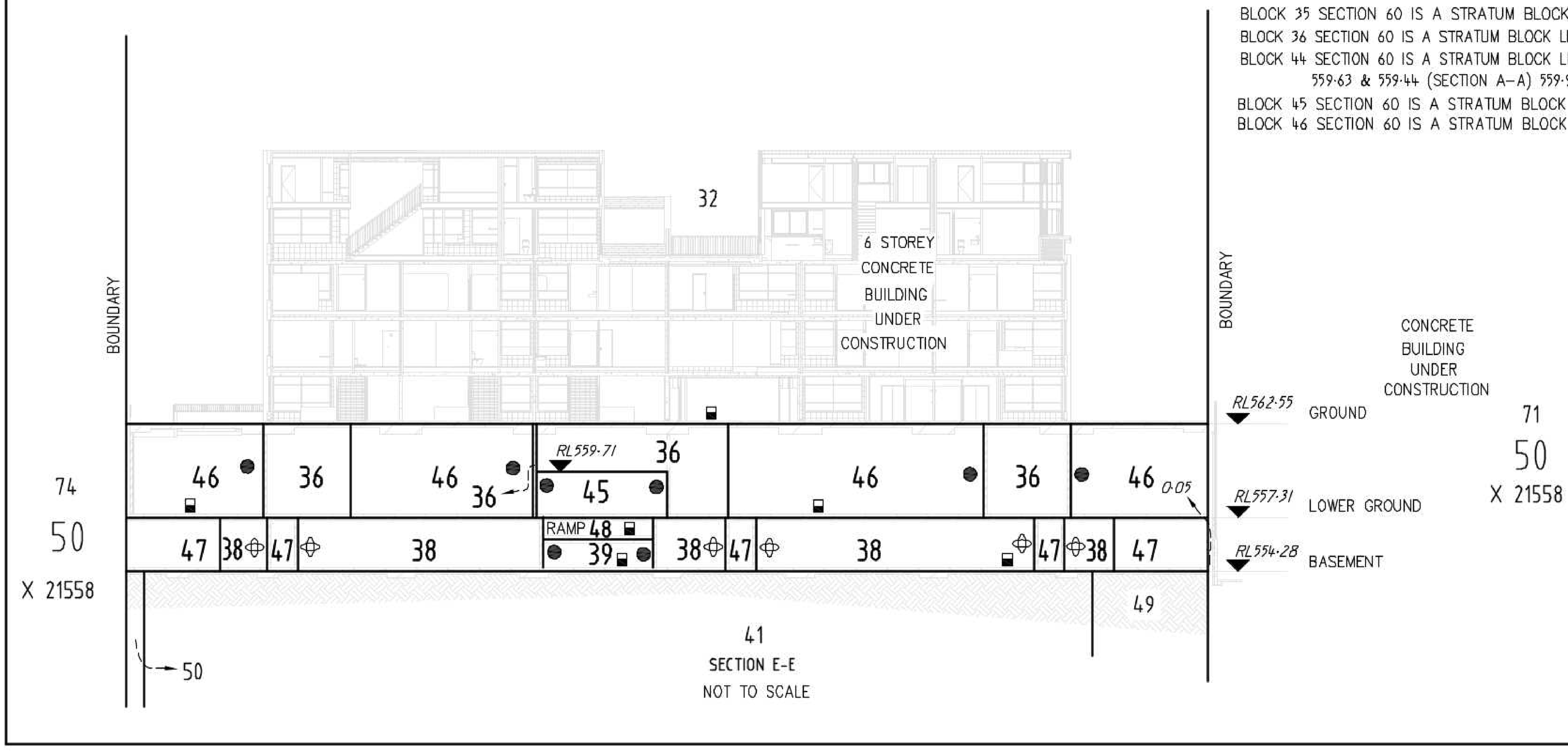
BLOCK 35 SECTION 60 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 561·00 AND LIMITED IN DEPTH TO RL 557·70

BLOCK 36 SECTION 60 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 562·55 AND LIMITED IN DEPTH TO RLs 559·71 & 557·31

BLOCK 44 SECTION 60 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 560·60 AND LIMITED IN DEPTH TO RLs 557·70 & 557·31, 559·63 & 559·44 (SECTION A–A) 559·94, 559·83 & 557·87 (SECTION H–H)

BLOCK 45 SECTION 60 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 559·71 AND LIMITED IN DEPTH TO RL 557·31

BLOCK 46 SECTION 60 IS A STRATUM BLOCK LIMITED IN HEIGHT TO RL 562·55 AND LIMITED IN DEPTH TO RL 557·31



SECTION E-E

NOT TO SCALE

- ▪ DENOTES BOUNDARY IS THROUGH CONCRETE SLAB
- SEE SHEET 7 FOR OFFSET FROM BUILDING TO BOUNDARY
- ● DENOTES BOUNDARY IS FACE OF CONCRETE WALL
- ▭ DENOTES CONCRETE COLUMN
- ⊕ DENOTES BOUNDARY IS OUTSIDE FACE AND OR LINE OF OUTSIDE FACE OF METAL WALL
- DH DENOTES DRILL HOLE IN CONC SLAB
- ⊏ DENOTES CORNER NOT MARKED (CONSTRUCTION ACTIVITY)
- DENOTES EARTH

THIS IS SHEET 5 OF MY PLAN IN 10 SHEETS

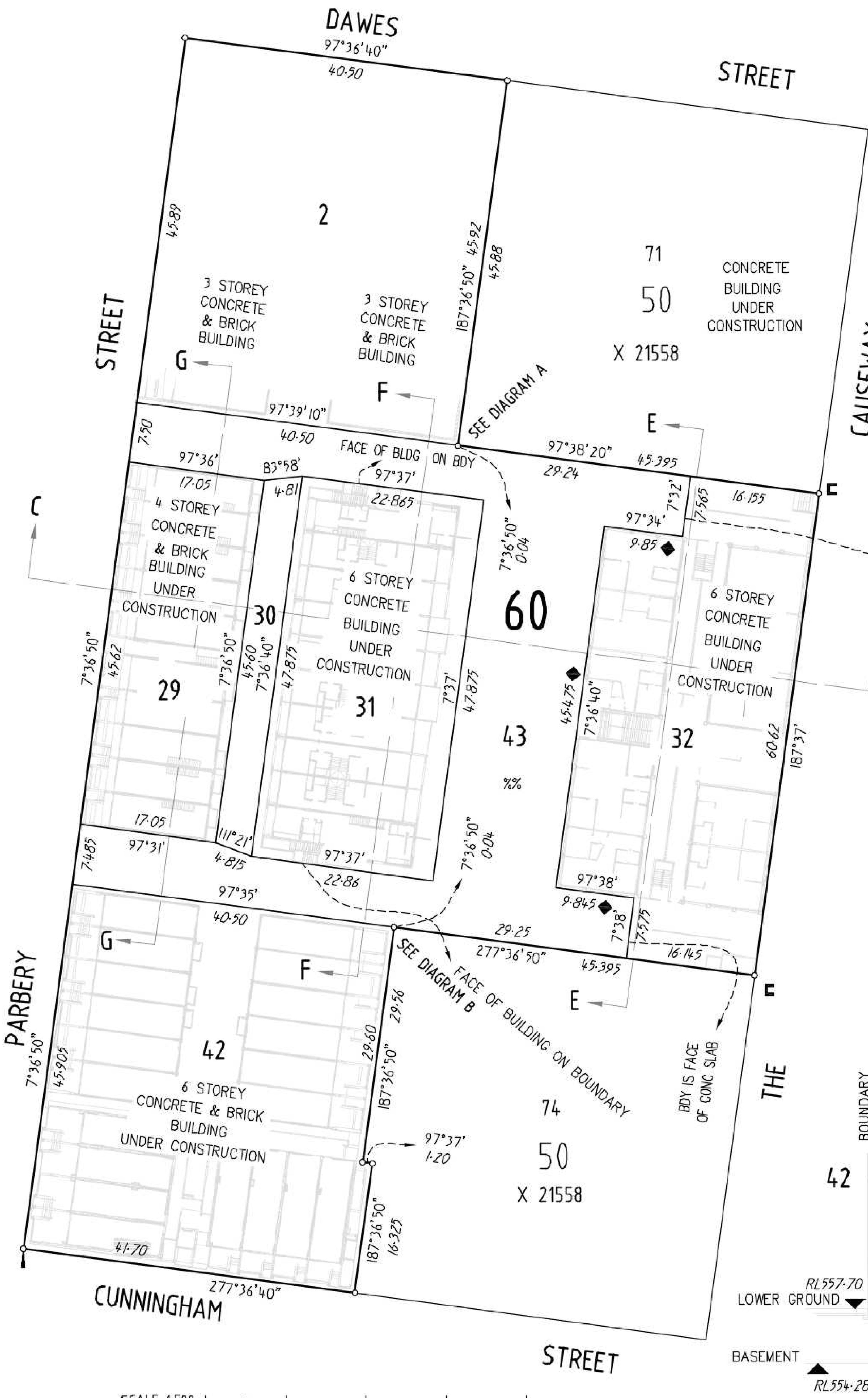
DATED 13 DECEMBER 2018

(Signature)

Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN

11629/5



SCALE 1:500 0 5 10 20 30 40 METRES

SEE DIAGRAM F SHEET 8 FOR GROUND FLOOR SURVEY INFORMATION

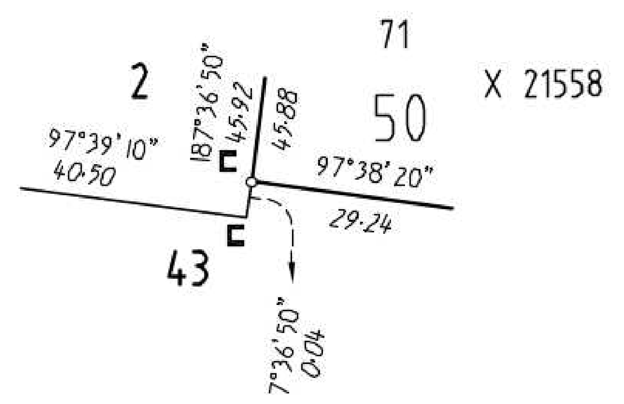


DIAGRAM A
NOT TO SCALE

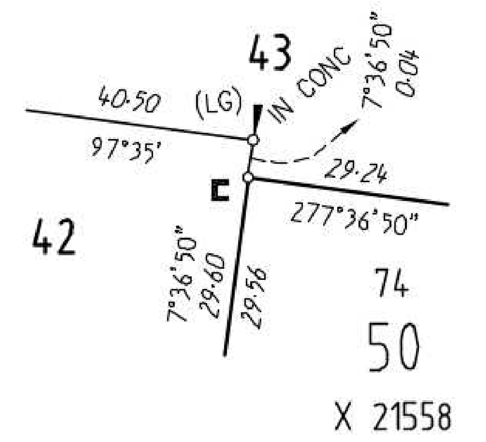
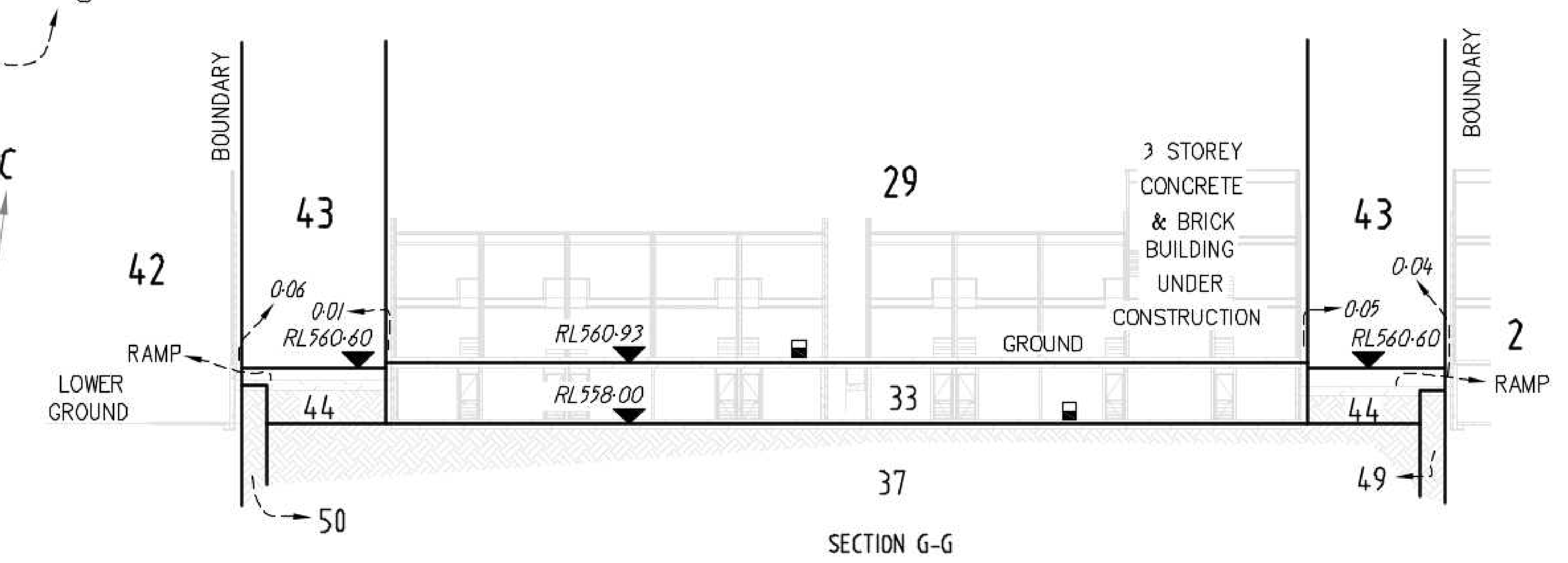
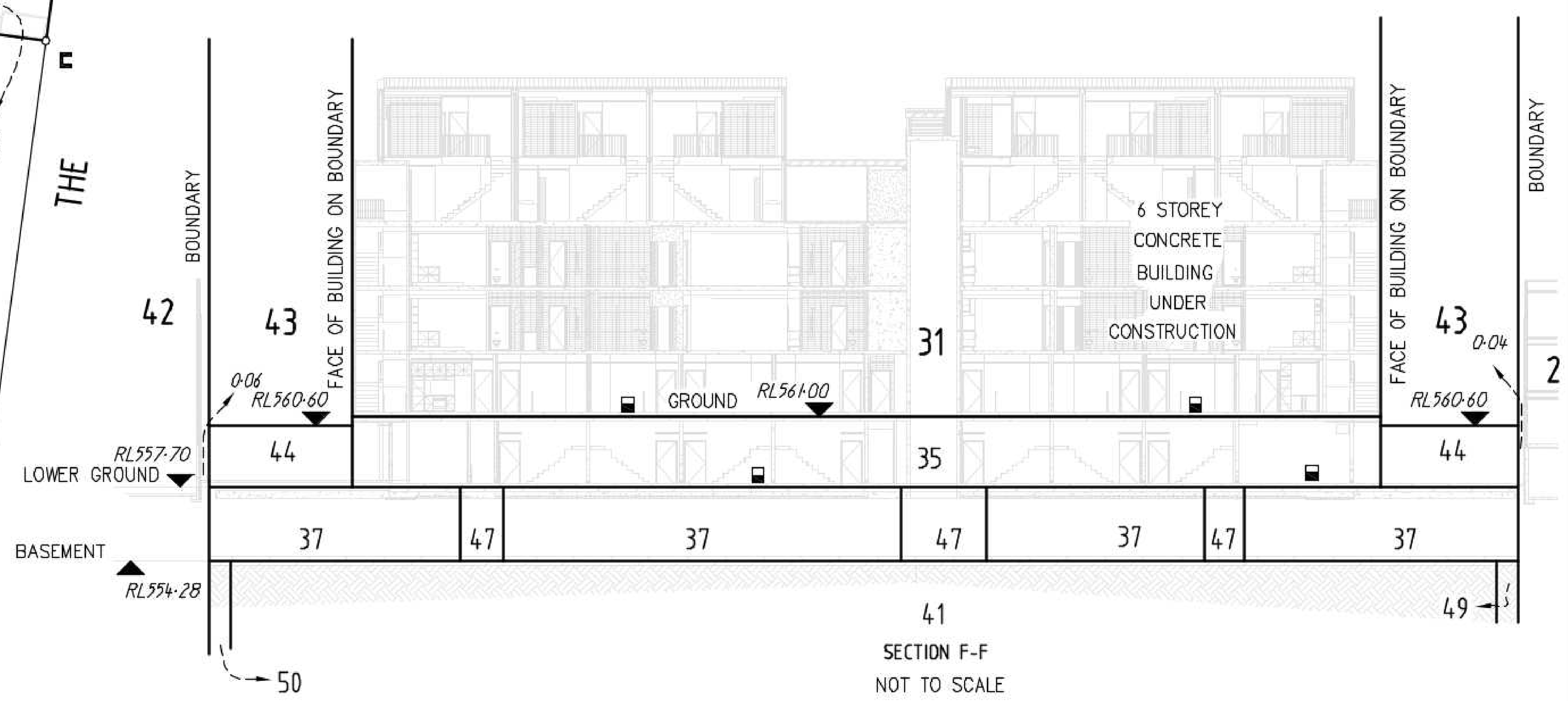


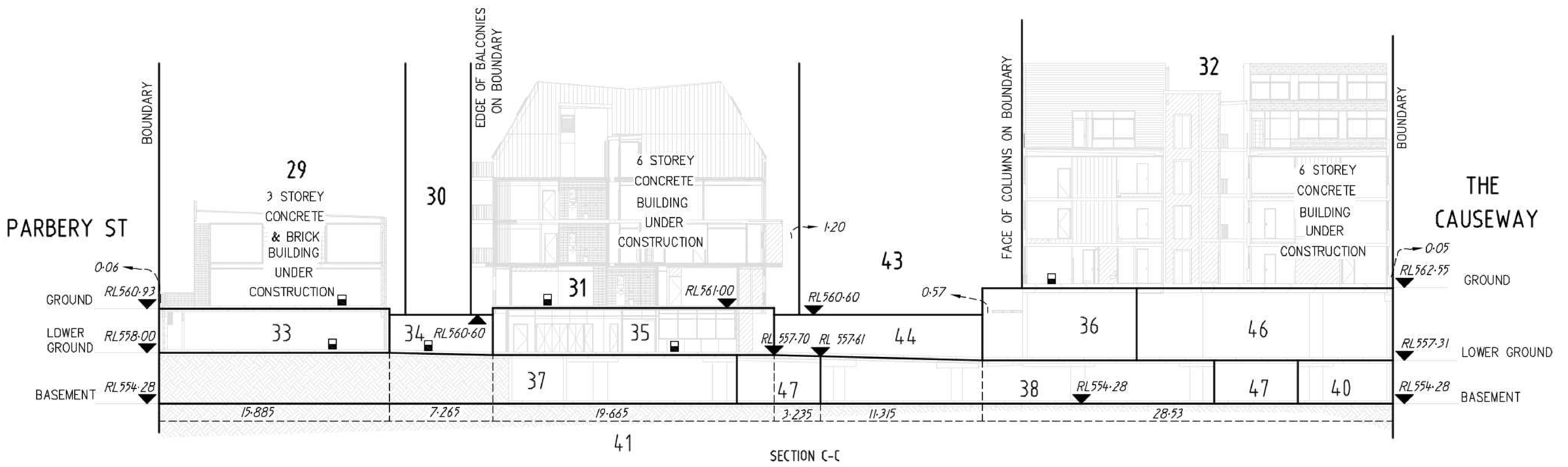
DIAGRAM B
NOT TO SCALE



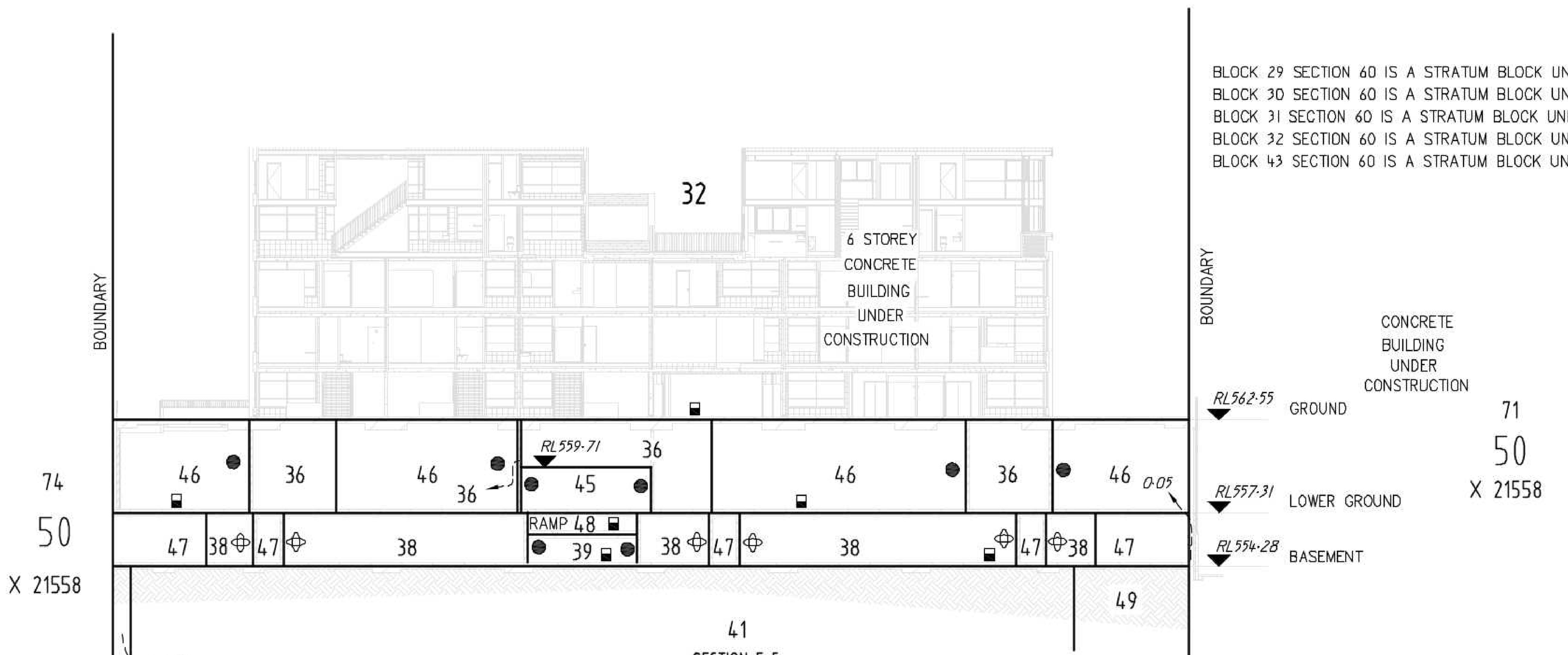
SECTION G-G
NOT TO SCALE



SECTION F-F
NOT TO SCALE



SECTION C-C
NOT TO SCALE



SECTION E-E
NOT TO SCALE

BLOCK 29 SECTION 60 IS A STRATUM BLOCK UNLIMITED IN HEIGHT AND LIMITED IN DEPTH TO RL 560·60 & 560·93
BLOCK 30 SECTION 60 IS A STRATUM BLOCK UNLIMITED IN HEIGHT AND LIMITED IN DEPTH TO RL 560·60
BLOCK 31 SECTION 60 IS A STRATUM BLOCK UNLIMITED IN HEIGHT AND LIMITED IN DEPTH TO RLs 560·60 & 561·00
BLOCK 32 SECTION 60 IS A STRATUM BLOCK UNLIMITED IN HEIGHT AND LIMITED IN DEPTH TO RL 562·55
BLOCK 43 SECTION 60 IS A STRATUM BLOCK UNLIMITED IN HEIGHT AND LIMITED IN DEPTH TO RL 560·60 & 562·55

● DENOTES BOUNDARY IS FACE OF CONCRETE WALL
DH DENOTES DRILL HOLE IN CONC SLAB AT BASEMENT LEVEL
◆ DENOTES BOUNDARY ALONG FACE OF COLUMNS
▬ DENOTES BOUNDARY IS THROUGH CONCRETE SLAB
SEE SHEET 8 FOR OFFSET FROM BUILDING TO BOUNDARY
⊏ DENOTES CORNER NOT MARKED (CONSTRUCTION ACTIVITY)
DENOTES EARTH

THIS IS SHEET 6 OF MY PLAN IN 10 SHEETS

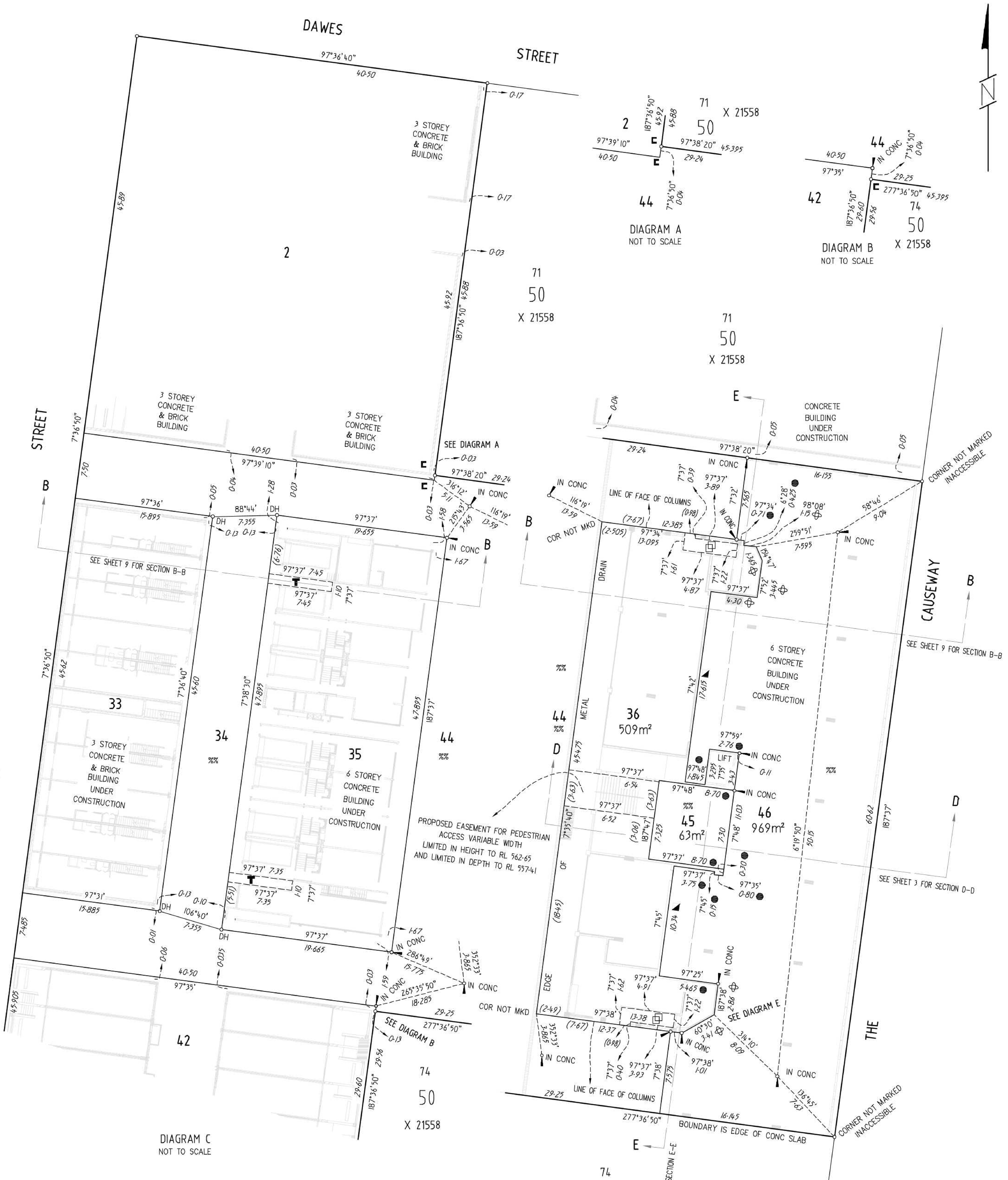
DATED 13 DECEMBER 2018

(Signature)

Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN

11629/6



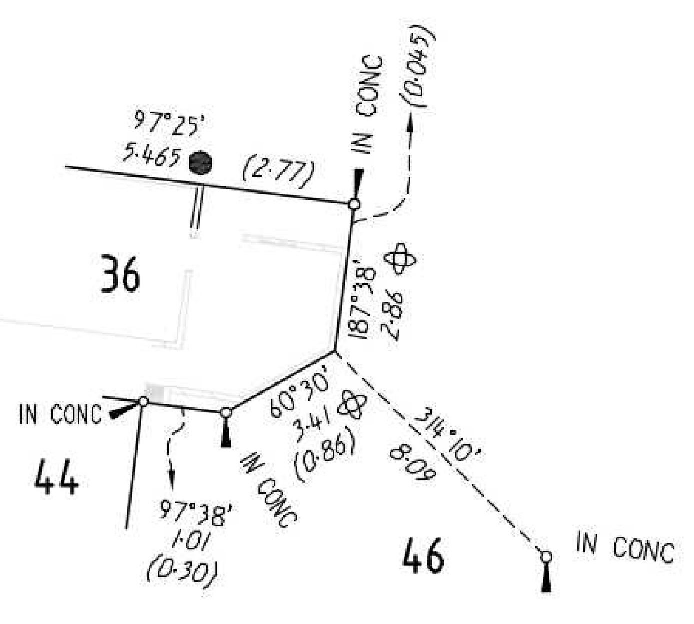


DIAGRAM E
NOT TO SCALE

DENOTES PROPOSED EASEMENT FOR PEDESTRIAN ACCESS 1·22 WIDE LIMITED IN HEIGHT TO RL 562·45 AND LIMITED IN DEPTH TO RL 557·41

DENOTES PROPOSED EASEMENT FOR PEDESTRIAN ACCESS 1·10 WIDE LIMITED IN HEIGHT TO RL 560·90 AND LIMITED IN DEPTH TO RL 557·80

DENOTES EARTH

DENOTES CORNER NOT MARKED (CONSTRUCTION ACTIVITY)

DENOTES CONCRETE COLUMN

DH DENOTES DRILL HOLE IN CONC SLAB

DENOTES OUTSIDE FACE AND OR LINE OF OUTSIDE FACE OF METAL WALL

DENOTES BOUNDARY IS FACE OF CONCRETE WALL

DENOTES BOUNDARY IS FACE OF PLASTIC ENCASED CONCRETE WALL

THIS IS SHEET 7 OF MY PLAN IN 10 SHEETS

DATED 13 DECEMBER 2018

(Signature)

Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN

11629/7

▣ DENOTES CORNER NOT MARKED (CONSTRUCTION ACTIVITY)

(LG) DENOTES MARK AT LOWER GROUND LEVEL

* PROPOSED EASEMENT IS LIMITED IN HEIGHT TO RL 565·50 AND LIMITED IN DEPTH TO RL 562·65

B DENOTES BALCONY ABOVE GROUND FLOOR ON BOUNDARY

THIS IS SHEET 8 OF MY PLAN IN 10 SHEETS

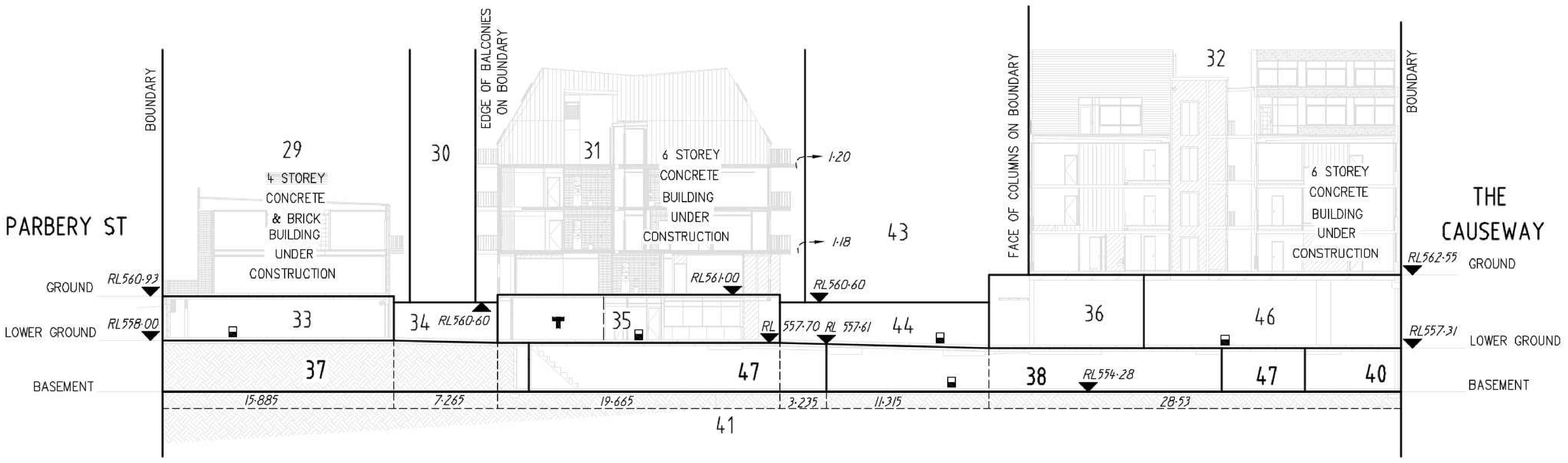
DATED 13 DECEMBER 2018

(Signature) [signature]

Surveyor registered under the Surveyors Act 2007

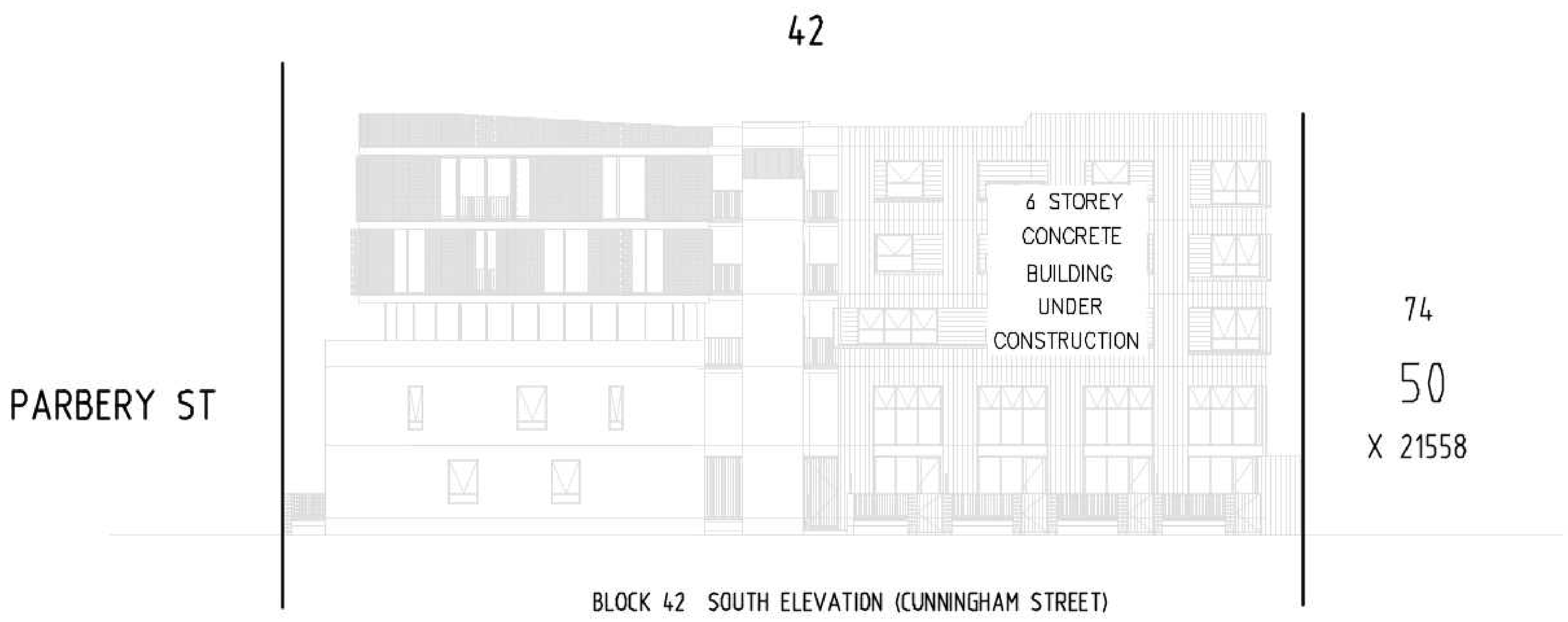
DEPOSITED PLAN

11629/8



SECTION B-B
NOT TO SCALE

DENOTES PROPOSED EASEMENT FOR PEDESTRIAN ACCESS 1·10 WIDE LIMITED IN HEIGHT TO RL 560·90 AND LIMITED IN DEPTH TO RL 557·80



BLOCK 42 SOUTH ELEVATION (CUNNINGHAM STREET)

BLOCK 42 WEST ELEVATION (PARBERY STREET)
ELEVATIONS NOT TO SCALE

DENOTES BOUNDARY IS THROUGH CONCRETE SLAB
DENOTES EARTH

THIS IS SHEET 9 OF MY PLAN IN 10 SHEETS

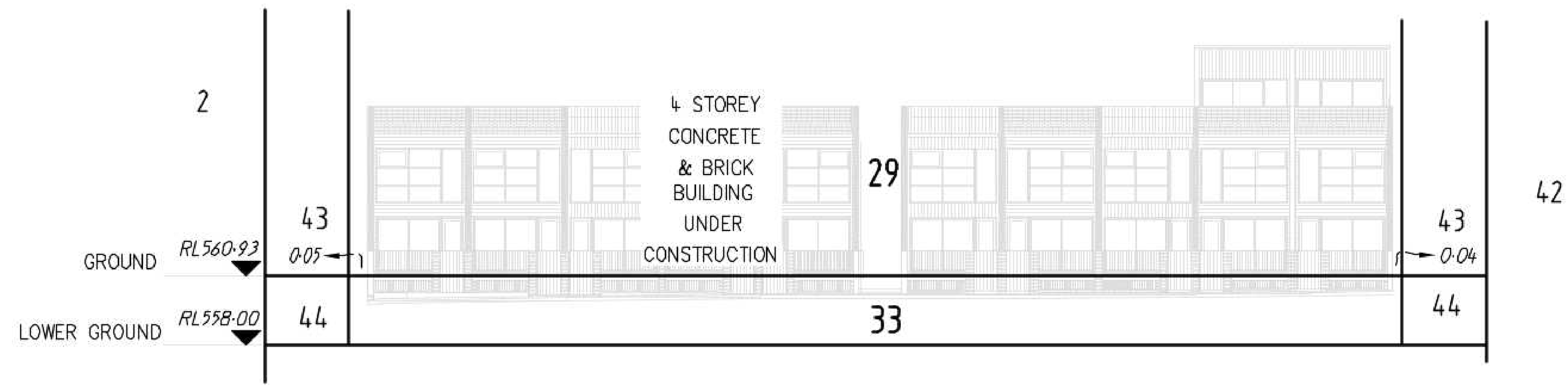
DATED 13 DECEMBER 2018

(Signature)

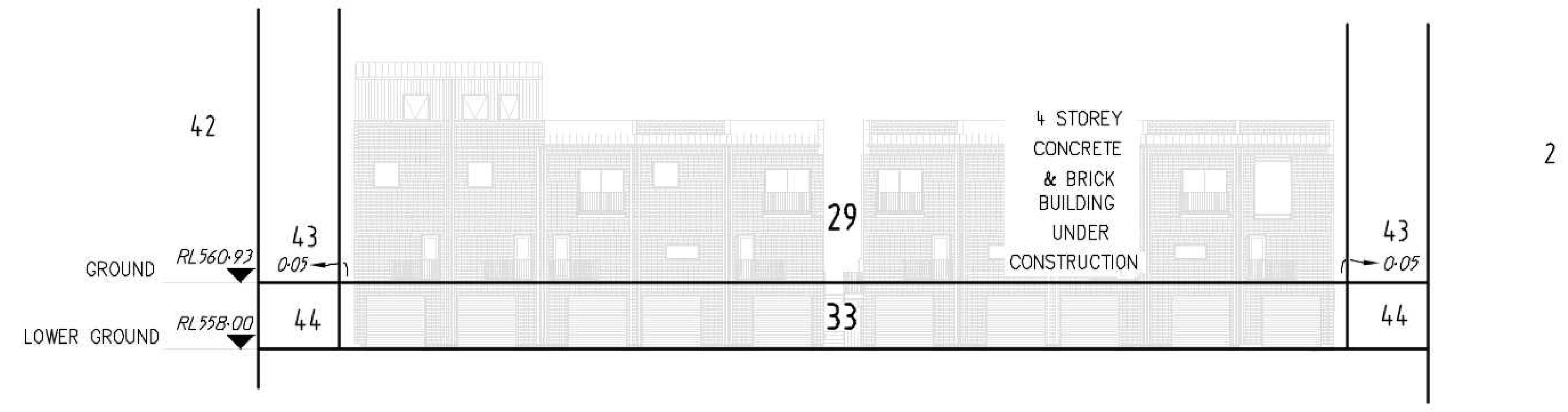
Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN

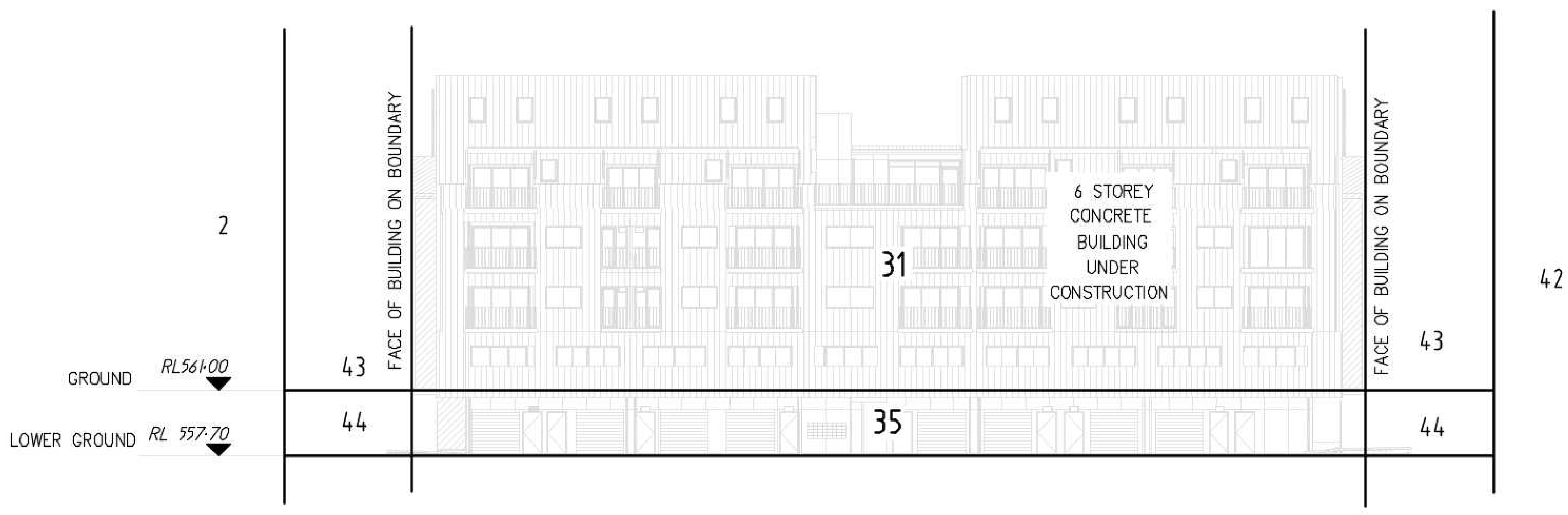
11629/9



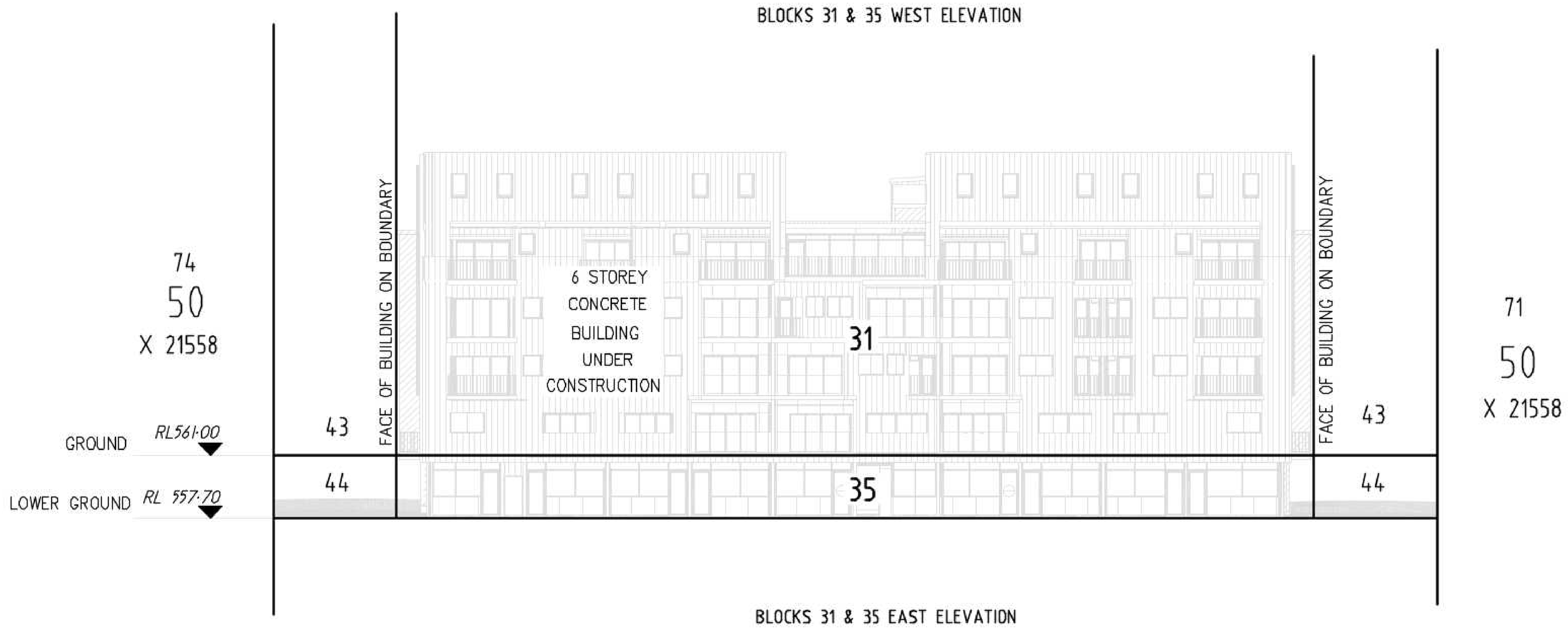
BLOCKS 29 & 33 WEST ELEVATION (PARBERY STREET)



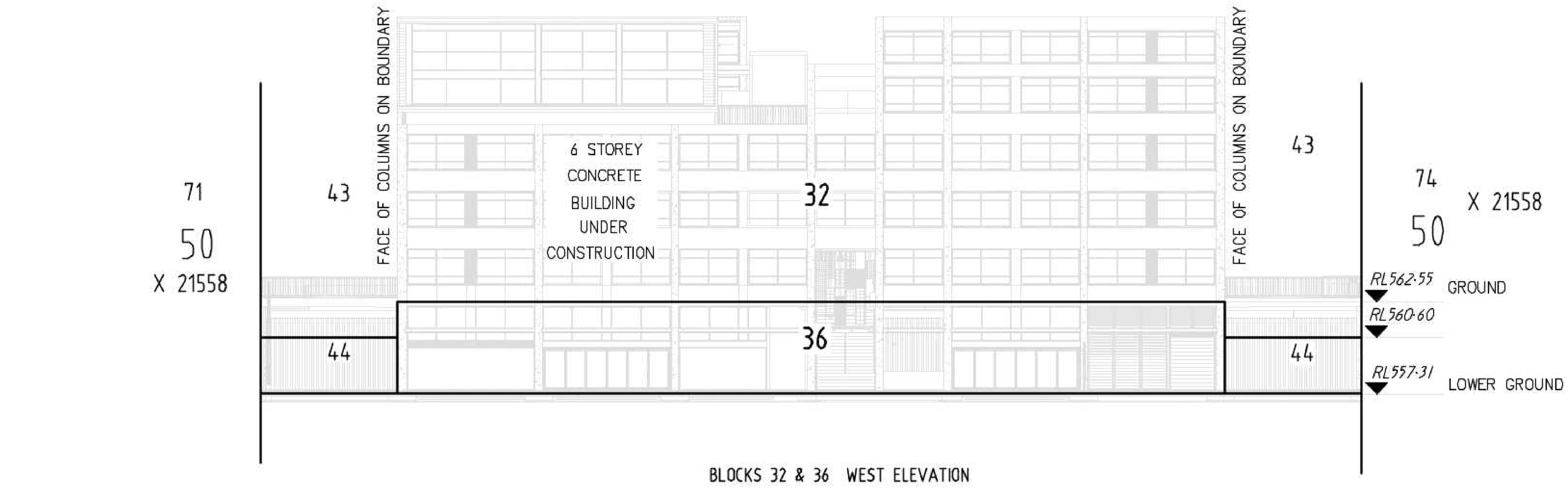
BLOCKS 29 & 33 EAST ELEVATION



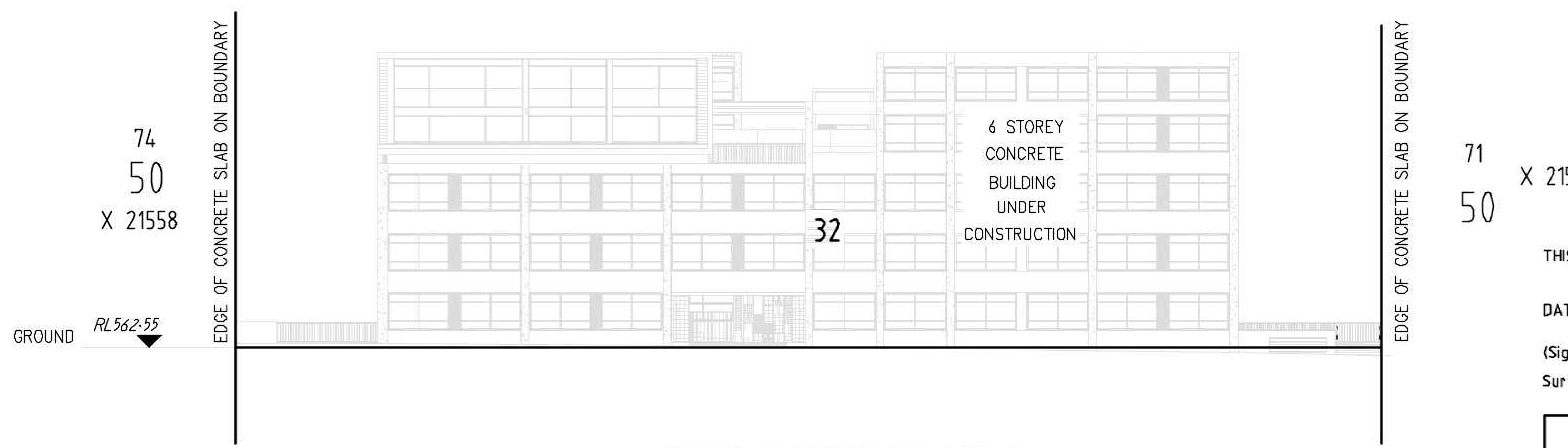
BLOCKS 31 & 35 WEST ELEVATION



BLOCKS 31 & 35 EAST ELEVATION



BLOCKS 32 & 36 WEST ELEVATION



BLOCK 32 EAST ELEVATION (THE CAUSEWAY)

ELEVATIONS NOT TO SCALE

THIS IS SHEET 10 OF MY PLAN IN 10 SHEETS

DATED 13 DECEMBER 2018

(Signature)

Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN

11629/10

*JH

X21562/10

Form 1A

Sheet No. 1 of 44

Form 088 - SP

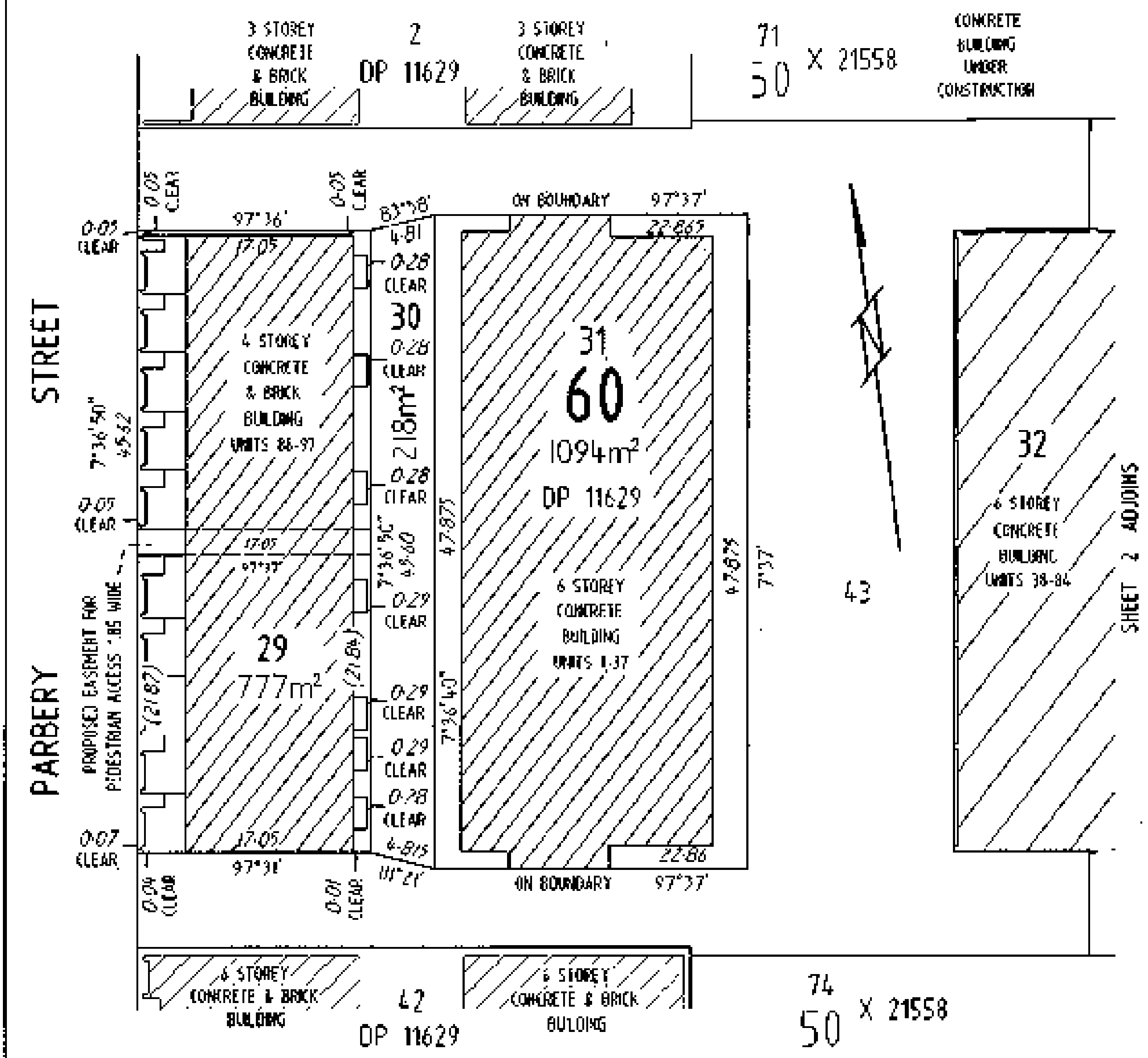
LAND TITLES

OFFICE OF REGULATORY SERVICES

Department of Justice and Community Safety

SITE PLAN

Division	Section	Block	Class of Units (A or B)	UNITS PLAN No.
KINGSTON	60	29-41	A	4632



Graphic bar scale - SCALE 1: 400 0 5 10 20 METRES

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

THRC PTY LIMITED BY ITS ATTORNEY ALFONSO DEL RIO PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NO. 0164120 Registered Proprietor	29.1.2019 Registered Surveyor	Sharon Harmer Delegate of the ACT Planning and Land Authority

Approved form AF 2010-178 approved by Brett Phillips, Registrar General on 24/08/2010 under section 140 of the *Land Titles Act 1925* (approved forms) - This form revokes AF 2010-29

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

X UP 21626

REF: 115079.UPD

Form 1A

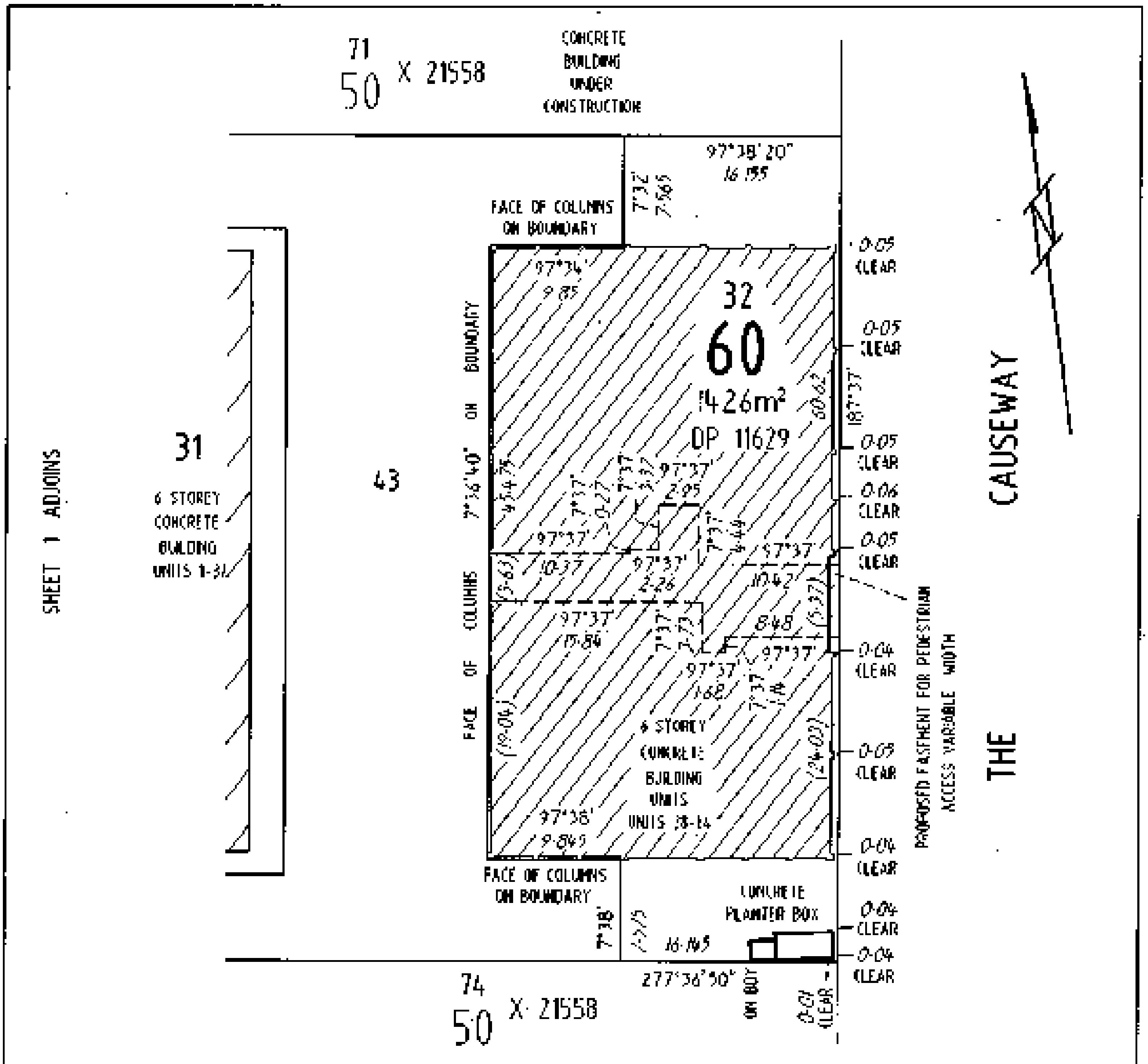
Form 088 - SP

LAND TITLES

OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

SITE PLAN

Division	Section	Block	Class of Units (A or B)	UNITS PLAN No.
KINGSTON	60	29-41	A	4632



Graphic bar scale - SCALE 1: 400 0 5 10 20 METRES

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

TNRC PTY LIMITED BY ITS ATTORNEY ALFONSO DEL RIO PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NO. 8144120 Registered Proprietor	29.1.2019 Registered Surveyor	Sharon Harmer Delegate of the ACT Planning and Land Authority

Approved form AF 2010-179 approved by Brett Phillips, Registrar-General on 24/08/2010 under section 140 of the Land Titles Act 1925 (approved forms) - This form revokes AF2010-29

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

REF: 21649.UPB

Form 1

ACT Government

Access Canberra

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

SURVEYOR'S DECLARATION

Form 087 - SD

Land Titles Act 1925

LAND DETAILS

Volume & Folio	District / Division	Section	Block	Deposited Plan Number	Units Plan Number
2395:59	KINGSTON	60	29-41	11629	4632

NAME OF MANAGER / OWNERS CORPORATION

INDEPENDENT STRATA MANAGEMENT

ADDRESS FOR SERVICE OF NOTICE

GPO BOX 1539 CANBERRA ACT 2601

SURVEYOR'S DECLARATION

I, WILLIAM ROBERT CAMPBELL of VERIS AUSTRALIA PTY LIMITED

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

1. The survey represented by the diagrams on forms 1A and 3 of this plan are accurate and have been made by me / under my immediate supervision (delete whichever is not applicable) and was completed on (insert date) - 29/01/2019

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.*

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.~~

W R Campbell
Signature of Registered Surveyor

29 · 1 · 2019
Dated

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

Sharon Harmer
Sharon Harmer
Delegate of the Authority / Executive

4 February 2019
Dated

OFFICE USE ONLY

LODGED BY		REGISTERED BY	
EXAMINED BY		REGISTRATION DATE	15 FEB 2019
DATA ENTERED BY	KS		

Form 2

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

Sheet No 4 of 44 Sheets

REPLACEMENT SHEET
REFER ~~[illegible]~~ CRE - 2209294
REGISTERED 1 APR 2019

SUE
Form 07B

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
KINGSTON	60	29-41

Unit Plan No
[illegible]32

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	17	5	2399	91
2	12	4	2399	92
3	12	4	2399	93
4	12	4	2399	94
5	16	4	2399	95
6	18	4	2399	96
7	12	4	2399	97
8	12	4	2399	98
9	13	4	2399	99
10	8	4	2399	100
11	12	4	2400	1
12	11	4	2400	2
13	8	[illegible]	2400	3
14	9	4	2400	4
15	12	4	2400	5
16	12	4	2400	6
17	9	4	2400	7
18	8	4	2400	8
19	12	4	2400	9
20	11	4	2400	10
21	8	4	2400	11
22	9	4	2400	12
23	[illegible]	4	2400	13
24	[illegible]	4	2400	14
25	9	4	2400	15
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
2399	90

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

Dated Fourth this day of February 2019

Sharon Harmer
Delegate of the Authority/Executive

Dave Peffer
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

Form 2

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

SUE
Form 076

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
KINGSTON	60	29-41

Unit Plan No
4632.

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	17	5	2399	91
2	12	4	2399	92
3	12	4	2399	93
4	12	4	2399	94
5	16	4	2399	95
6	18	4	2399	96
7	12	4	2399	97
8	12	4	2399	98
9	13	4	2399	99
10	8	4	2399	100
11	12	4	2400	1
12	11	4	2400	2
13	8	4	2400	3
14	9	4	2400	4
15	12	4	2400	5
16	12	4	2400	6
17	9	4	2400	7
18	8	4	2400	8
19	12	4	2400	9
20	11	4	2400	10
21	8	4	2400	11
22	9	4	2400	12
23	12	4	2400	13
24	12	4	2400	14
25	9	5	2400	15
Aggregate				

THE OWNERS CORPORATION OF UP.4632

STRATA MANAGER

THE OWNERS - UNITS PLAN No 4632
Common Seal

Signature of Lessee

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

Dated 28 this day of March 2019

Lyn Tankey

Delegate of the Authority/Executive

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
2399	90

Dave Peffer
Registrar-General

Deputy Registrar-General

Form 2

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

Sheet No 5 of 44 Sheets

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
KINGSTON	**60**	**29-41**

Unit Plan No
4632

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	**UNIT ENTITLEMENT**	**UNIT SUBSIDIARIES**	**VOLUME**	**FOLIO**
26	9	3	2400	16
27	9	3		17
28	9	3	2400 2400	18
29	9	3	2400	19
30	9	3	2400	20
31	9	3	2400	21
32	9	3	2400	22
33	9	3	2400	23
34	9	3	2400	24
35	9	3	2400	25
36	9	3	2400	26
37	9	3	2400	27
38	8	3	2400	28
39	13	2	2400	29
40	8	3	2400	30
41	8	2	2400	31
42	8	2	2400	32
43	8	2	2400	33
44	8	2	2400	34
45	8	2	2400	35
46	8	2	2400	36
47	8	2	2400	37
48	8	2	2400	38
49	8	2	2400	39
50	8	2	2400	40
Aggregate				

TNRC PTY LIMITED BY
ITS ATTORNEYALFONSO 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
2399	90

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

Dated Fourth this day of February 2019

Sharon Harmer
....
Delegate of the Authority/Executive

Dave Peffer
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

Form 2

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

Sheet No 6 of 44 Sheets

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
KINGSTON	60	29-41

Unit Plan No
4632

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
51	8	2	2400	41
52	8	2	2400	42
53	8	2	2400	43
54	8	2	2400	44
55	8	2	2400	45
56	8	2	2400	46
57	8	2	2400	47
58	8	2	2400	48
59	8	2	2400	49
60	8	2	2400	48
61	8	2	2400	49
62	8	2	2400	50
63	8	2	2400	51
64	8	2	2400	52
65	8	2	2400	53
66	8	2	2400	54
67	8	2	2400	55
68	8	2	2400	56
69	8	2	2400	57
70	8	2	2400	58
71	8	2	2400	59
72	28	2	2400	60
73	17	3	2400	61
74	17	4	2400	62
75	8	2	2400	63
Aggregate				

TNRC PTY LIMITED BY
ITS ATTORNEYALFONSO 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
2399	90

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

Dated Fourth this day of February 2019

Sharon Harmer
Delegate of the Authority/Executive

Dave Peffer
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

Form 2

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

Sheet No. 7 of 44 Sheets

REPLACEMENT SHEET
REFER ~~NEBP~~ CAE 2209299
REGISTERED 1 APR 2019

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
KINGSTON	60	29-41	4632

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
76	13	2	2400	64
77	17	3	2400	65
78	12	2	2400	66
79	17	4	2400	67
80	17	4	2400	68
81	8	2	2400	69
82	13	3	2400	70
83	18	8	2400	71
84	8	4	2400	72
85	1	0	2400	73
86	1	0	2400	74
87	1	0	2400	75
88	12	5	2400	76
89	19	5	2400	77
90	19	5	2400	78
91	11	5	2400	79
92	11	3	2400	80
93	14	5	2400	81
94	11	5	2400	82
95	11	3	2400	83
96	[illegible]	5	2400	84
97	[illegible]	4	2400	85
Aggregate	1000	295		

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
2399	90

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

Dated Fourth this day of February 2019

Sharon Harmer
Delegate of the Authority/Executive

Dave Peffer
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 7 of 44 Sheets

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
KINGSTON	60	29-41

Unit Plan No
4632

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
76	13	2	2400	64
77	17	3	2400	65
78	12	2	2400	66
79	17	4	2400	67
80	17	4	2400	68
81	8	2	2400	69
82	13	3	2400	70
83	18	8	2400	71
84	8	4	2400	72
85	1	0	2400	73
86	1	0	2400	74
87	1	0	2400	75
88	12	5	2400	76
89	19	5	2400	77
90	19	5	2400	78
91	11	5	2400	79
92	11	3	2400	80
93	14	5	2400	81
94	11	5	2400	82
95	11	3	2400	83
96	11	5	2400	84
97	14	4	2400	85
Aggregate	1000	296		

THE OWNERS CORPORATION OF UP.4632

STRATA MANAGER

THE OWNERS - UNITS PLAN No. 4632 Common Seal

Signature of Lessee

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

Dated 28 this day of March 2019

Lyn Tankey

Delegate of the Authority/Executive

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
2399	90

Dave Peffer
Registrar-General

Deputy Registrar-General

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

Form 3

Form 091 - FP

LAND TITLES

OFFICE OF REGULATORY SERVICES

Department of Justice and Community Safety

FLOOR PLAN

Sheet No. 8 of 44

REPLACEMENT SHEET
REFER ~~ABP~~ CRE 2209294
REGISTERED 1 APR 2010

Division	Section	Block	UNITS PLAN No.
KINGSTON	60	29-41	4632

INDEX

ADDRESS	UNIT IDENTIFIERS				SUBSIDIARIES										SUBSIDIARY TOTAL
					YARD		BALCONY		CAR SPACE / GARAGE		STORE ROOM		UTILITY ROOM		
	UNIT No.	SHEET No.	FLOOR	DOOR No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
10 PARBERY STREET	1	16, 18	LG, G	LG01	3	16	4, 5	18, 18	1	18	2	15			5
	2	16, 18	LG, G	LG02	4	16	2, 3	18, 16	1	16					4
	3	16, 18	LG, G	LG03	4	16	2, 3	18, 18	1	16					4
	4	16, 18	LG, G	LG04	4	16	2, 3	18, 18	1	[illegible]					4
	5	16, 18	LG, G	LG05	4	16	2, 3	18, 18	1	16					4
	6	16, 18	LG, G	LG06	4	16	2, 3	18, 18	1	16					4
	7	16, 18	LG, G	LG07	4	16	2, 3	18, 18	1	16					4
	8	16, 18	LG, G	LG08	4	16	2, 3	18, 18	1	16					4
	9	16, 18	LG, G	LG09	4	16	2, 3	18, 18	[illegible]	16					4
	10	20	FIRST	101			3, 4	20, 20	1	14	2	15			4
	11	20	FIRST	102			3, 4	20, 20	1	14	2	14			4
	12	20	FIRST	103			3, 4	20, 20	1	14	2	15			4
	13	20	FIRST	104			3, 4	20, 20	1	14	2	15			4
	14	20	FIRST	105			3, 4	20, 20	1	11	2	15			4
	15	20	FIRST	106			3, 4	20, 20	1	11	2	15			4
	16	20	FIRST	107			3, 4	20, 20	1	11	2	15			4
	17	20	FIRST	108			3, [illegible]	20, 20	1	14	2	15			4
	18	22	2	201			[illegible]	22, 22	1	14	2	15			4
	19	22	2	202			3, 4	22, 22	1	14	2	14			4
	20	22	2	203			3, 4	22, 22	1	14	2	15			4
	21	22	2	204			3, 4	22, 22	1	11	2	15			4
	22	22	2	205			3, 4	22, 22	1	12	2	15			4
	23	22	2	206			3, 4	22, 22	1	14	2	14			4
	24	22	2	207			3, 4	22, 22	1	14	2	15			4
	25	22	2	208			1, 2	22, 22	3	12	4	12			4
	26	24, 26	3, 4	301			3	24	1	11	2	15			3
	27	24, 26	3, 4	302			3	24	1	11	2	15			3
	28	24, 26	3, 4	303			3	24	1	14	2	14			3
	29	24, 26	3, 4	304			3	24	1	11	2	15			3
	30	24, 26	3, 4	30[illegible]			3	24	1	11	2	11			3
	31	24, 26	3, 4	[illegible]			3	24	1	14	2	15			3
	32	24, 26	3, 4	[illegible]07			3	24	1	11	2	11			3
	33	24, 26	3, 4	308			3	24	1	11	2	11			3
	34	24, 26	3, 4	309			3	24	1	11	2	15			3
	35	24, 26	3, 4	310			3	24	1	11	2	15			3
	36	24, 26	3, 4	311			3	24	1	11	2	15			3
	37	24, 26	3[illegible]	312			3	24	1	11	2	11			3
9 THE CAUSEWAY	38	19	GROUND	UG01					1, 2	13, 13	3	13			3
	39	19	GROUND	UG02					1	13	2	13			2
	40	19	GROUND	UG03					1, 3	13, 13	2	13			3
	41	19	GROUND	UG04					1	13	2	15			2
	42	19	GROUND	UG05					1	12	2	12			2
	43	19	GROUND	UG06					1	12	2	12			2
	44	19	GROUND	UG07					1	12	2	12			2
	45	1[illegible]	GROUND	UG08					1	12	2	12			2
	46	[illegible]	GROUND	UG09					1	13	2	13			2
	47	[illegible]	GROUND	UG10					1	13	2	13			2
	48	21	1	101					1	12	2	15			2
	49	21	1	102					1	12	2	13			2
	50	21	1	103					1	12	2	15			2

[illegible]TY LIMITED BY ITS ATTORNEY
A[illegible]SO DEL RIO PURSUANT TO POWER OF
ATTORNEY ACT REGISTRATION NO. 0144120

Registered Proprietor

Sharon Harmer

Delegate of the ACT Planning and Land Authority

Approved form AF 2010-109 approved by Brett Phillips, Registrar-General on 24/08/2010 under section 140 of the Land Titles Act 1925 (approved forms) - This form revokes AF2010-30

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

REF: 75071.UP9

Form 3

Sheet No. 8 of 44

LAND TITLES

OFFICE OF REGULATORY SERVICES

Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
KINGSTON	60	29-41	4632

INDEX

ADDRESS	UNIT IDENTIFIER				SUBSIDIARY										
					[illegible]		[illegible]		[illegible]		[illegible]		UTILITY ROOM		
	UNIT No.	SHEET No.	FLOOR	DOOR No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUBSIDIARY TOTAL
[illegible] STREET	1	16, 46	LG, G	LG01	2	16	4, 5	18, 18	1	13	2	45			5
	2	16, 46	LG, G	LG02	4	16	2, 3	18, 18	1	14					4
	3	15, 46	LG, G	LG03	4	16	2, 3	18, 18	1	16					4
	4	15, 46	LG, G	LG04	4	16	2, 3	18, 18	1	16					4
	5	16, 16	LG, G	LG05	4	15	2, 3	18, 18	1	16					4
	6	15, 46	LG, G	LG06	4	16	2, 3	18, 18	1	16					4
	7	16, 46	LG, G	LG07	4	16	2, 3	18, 18	1	16					4
	8	16, 46	LG, G	LG08	4	16	2, 3	18, 18	1	16					4
	9	16, 16	LG, G	LG09	4	16	2, 3	18, 18	1	16					4
	10	20	FIRST	101			3, 4	20, 20	1	11	2	15			4
	11	20	FIRST	102			3, 4	20, 20	1	14	2	14			4
	12	20	FIRST	103			3, 4	20, 20	1	14	2	15			4
	13	20	FIRST	104			3, 4	20, 20	1	11	2	15			4
	14	20	FIRST	105			3, 4	20, 20	1	11	2	15			4
	15	20	FIRST	106			3, 4	20, 20	1	11	2	15			4
	16	20	FIRST	107			3, 4	20, 20	1	11	2	15			4
	17	20	FIRST	108			3, 4	20, 20	1	14	2	15			4
	18	22	2	201			3, 4	22, 22	1	14	2	15			4
	19	22	2	202			3, 4	22, 22	1	14	2	14			4
	20	22	2	203			3, 4	22, 22	1	14	2	15			4
	21	22	2	204			3, 4	22, 22	1	11	2	15			4
	22	22	2	205			3, 4	22, 22	1	12	2	15			4
	23	22	2	206			3, 4	22, 22	1	14	2	14			4
	24	22	2	207			3, 4	22, 22	1	14	2	15			4
	25	22	2	208			1, 2	22, 22	3	12	4	13			5
	26	24, 28	3, 4	301			3	24	1	11	2	15			3
	27	24, 28	3, 4	302			3	24	1	11	2	15			3
	28	24, 28	3, 4	303			3	24	1	14	2	14			3
	29	24, 28	3, 4	304			3	24	1	11	2	15			3
	30	24, 28	3, 4	305			3	24	1	11	2	11			3
	31	24, 28	3, 4	306			3	24	1	14	2	15			3
	32	24, 28	3, 4	307			3	24	1	11	2	11			3
	33	24, 28	3, 4	308			3	24	1	11	2	11			3
	34	24, 28	3, 4	309			3	24	1	11	2	15			3
	35	24, 28	3, 4	310			3	24	1	11	2	15			3
	36	24, 28	3, 4	311			3	24	1	11	2	15			3
	37	24, 28	3, 4	312			3	24	1	11	2	11			3
9 THE CAUSEWAY	38	19	GROUND	UG01					1, 2	13, 13	3	13			3
	39	19	GROUND	UG02					1	13	2	13			2
	40	19	GROUND	UG03					1, 3	13, 13	2	13			3
	41	19	GROUND	UG04					1	13	2	15			2
	42	19	GROUND	UG05					1	12	2	12			2
	43	19	GROUND	UG06					1	12	2	12			2
	44	19	GROUND	UG07					1	12	2	12			2
	45	19	GROUND	UG08					1	12	2	12			2
	46	19	GROUND	UG09					1	13	2	13			2
	47	19	GROUND	UG10					1	13	2	13			2
	48	21	1	101					1	12	2	15			2
	49	21	1	102					1	12	2	13			2
	50	21	1	103					1	12	2	15			2

THE OWNERS CORPORATION OF UP 4632

SHEILA MALACHEK

THE OWNERS UNITS PLAN No 4632 Common Seal

~~Registered Proprietor~~

Lyn Tankey

Delegate of the ACT Planning and Land Authority

Form 3

LAND TITLES

OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
KINGSTON	60	29-41	4632

INDEX

ADDRESS	UNIT IDENTIFIER				SUBSIDIARIES										
					YARD		BALCONY		CAR SPACE / GARAGE		STORE ROOM		PLANT		
	UNIT No	SHEET No	FLOOR	DOOR No	SUB No	SHEET No	SUB No	SHEET No	SUB No	SHEET No	SUB No	SHEET No	SUB No	SHEET No	SUBSIDIARY TOTAL
5 THE CAUSEWAY	51	21	1	104					1	12	2	15			2
	52	21	1	105					1	12	2	15			2
	53	21	1	106					1	12	2	15			2
	54	21	1	107					1	13	2	13			2
	55	21	1	108					1	12	2	12			2
	56	21	1	109					1	12	2	12			2
	57	21	1	110					1	12	2	12			2
	58	21	1	111					1	12	2	15			2
	59	21	1	112					1	12	2	16			2
	60	23	2	201					1	12	2	15			2
	61	23	2	202					1	12	2	15			2
	62	23	2	203					1	12	2	15			2
	63	23	2	204					1	13	2	13			2
	64	23	2	205					1	14	2	15			2
	65	23	2	206					1	13	2	13			2
	66	23	2	207					1	11	2	15			2
	67	23	2	208					1	11	2	15			2
	68	23	2	209					1	11	2	15			2
	69	23	2	210					1	11	2	15			2
	70	23	2	211					1	13	2	13			2
	71	23	2	212					1	11	2	15			2
	72	25, 27	3, 4	301					1	14	2	15			2
	73	25, 27	3, 4	302			3	25	1	13	2	13			3
	74	25, 27	3, 4	303			4	25	1, 2	11, 11	3	15			4
	75	25, 27	3, 4	304					1	14	2	15			2
	76	25, 27	3, 4	305					1	14	2	15			2
	77	25, 27	3, 4	306					1, 3	13	2	13			3
	78	25, 27	3, 4	307					1	13	2	13			2
	79	25, 27	3, 4	308			4	25	1, 3	13, 13	2	13			4
	80	25, 27	3, 4	309			4	25	1, 2	13, 13	3	13			4
	81	25, 27	3, 4	310					1	13	2	13			2
	82	25, 27	3, 4	311					1, 2	12, 13	3	13			3
	83	17	LG	LG02	3	17			1, 9	12, 13	2	12	4, 5, 6, 7	19, 21, 23, 25 & 27	8
	84	17	LG	LG01	4	7			1, 3	12, 11	2	12			4
	85	11	BASEMENT	85											0
	86	12	BASEMENT	86											0
	87	12	BASEMENT	87											0
9 FARBERY STREET	88	18, 20	G, 1	G10	1	16	2, 3, 4	18, 18, 20	5	16					5
	89	18, 20, 22	G, 1, 2	G01	1	16	2, 3, 4	18, 18, 22	5	16					5
	90	18, 20, 22	G, 1, 2	G02	1	16	2, 3, 4	18, 18, 22	5	16					5
	91	18, 20	G, 1	G03	1	16	2, 3, 4	18, 18, 20	5	16					5
	92	18, 20	G, 1	G04	1	16	2	18	3	16					3
	93	18, 20	G, 1	G05	1	16	2, 3, 4	18, 18, 20	5	16					5
	94	18, 20	G, 1	G06	1	16	2, 3, 4	18, 18, 20	5	16					5
	95	18, 20	G, 1	G07	1	16	2	18	3	16					3
	96	18, 20	G, 1	G08	1	16	2, 3, 4	18, 18, 20	5	16					5
	97	18, 20	G, 1	G09	1	16	2, 3	18, 20	4	16					4

TMRC PTY LIMITED BY ITS ATTORNEY ALFONSO DEL RIO PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NO. 0144129

Registered Proprietor

Sharon Harmer
Delegate of the ACT Planning and Land Authority

REF: 25071.UPB

Form 3

LAND TITLES

OFFICE OF REGULATORY SERVICES

Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
KINGSTON	60	29-41	u632

LEGEND

ACP AMENITIES - BEING COMMON PROPERTY
UC UTILITY CUPBOARD
Y DENOTES YARD
D DENOTES DUCT - BEING COMMON PROPERTY
ST DENOTES STAIR
C DENOTES COLUMN
B DENOTES BALCONY
S DENOTES STOREROOM
CP DENOTES COMMON PROPERTY
IFOW DENOTES INSIDE FACE OF WALL

# 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
○ DENOTES BOUNDARY MEASURED FROM FACE OF BUILDING
△ DENOTES BOUNDARY IS PROJECTION OF UNIT BOUNDARY

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

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

Registered Proprietor

Sharon Harmer
Delegate of the ACT Planning and Land Authority

REF: 265670.UP8

Form 3

Sheet No. 11 of 44

LAND TITLES

OFFICE OF REGULATORY SERVICES

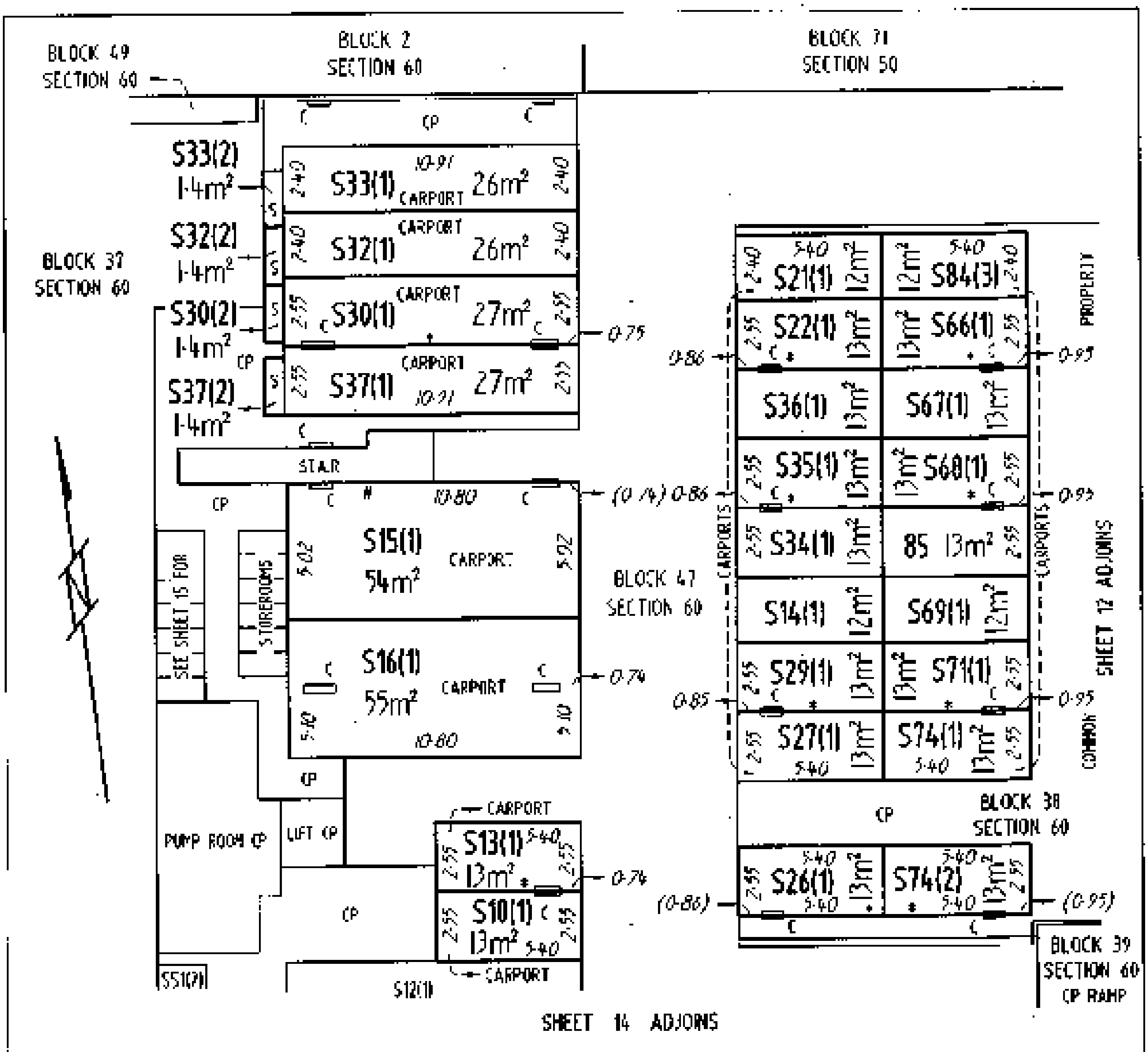
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
KINGSTON	60	29-41	4632

FLOOR NUMBER BASEMENT	CLASS A UNITS AND UNIT SUBSIDIARIES



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

SEE SHEET 10 FOR LEGEND

TWRC PTY LIMITED BY ITS ATTORNEY ALFONSO DEL RIO PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NO 0144124

Registered Proprietor

Sharon Harmer.

Delegate of the ACT Planning and Land Authority

REF. 2IE079.UPB

Form 3

Form 091 - FP

LAND TITLES

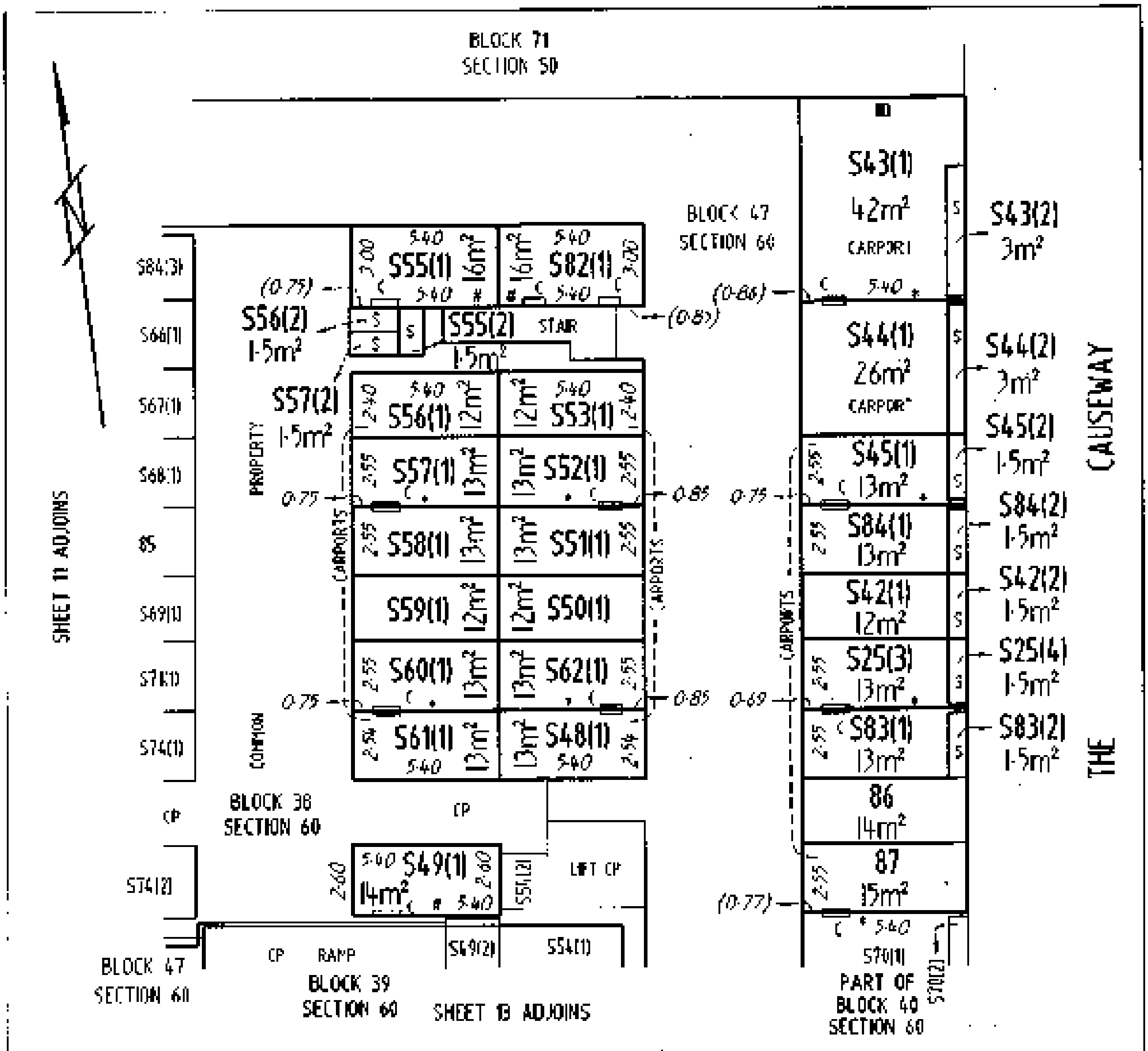
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

FLOOR PLAN

Division	Section	Block
KINGSTON	60	29-41

UNITS PLAN No.
4632

FLOOR NUMBER	BASEMENT	CLASS A UNITS AND UNIT SUBSIDIARIES



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

SEE SHEET 10 FOR LEGEND

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

Registered Proprietor

Sharon Harmer — Delegate of the ACT Planning and Land Authority

Approved form AF 2010-150 approved by Brett Phillips, Registrar-General on 24/09/2010 under section 140 of the Land Titles Act 1925 (approved forms) - This form revokes AF2010-30

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

REF 216079.UPB

Form 3

Sheet No. 13 of 44

LAND TITLES

OFFICE OF REGULATORY SERVICES

Department of Justice and Community Safety

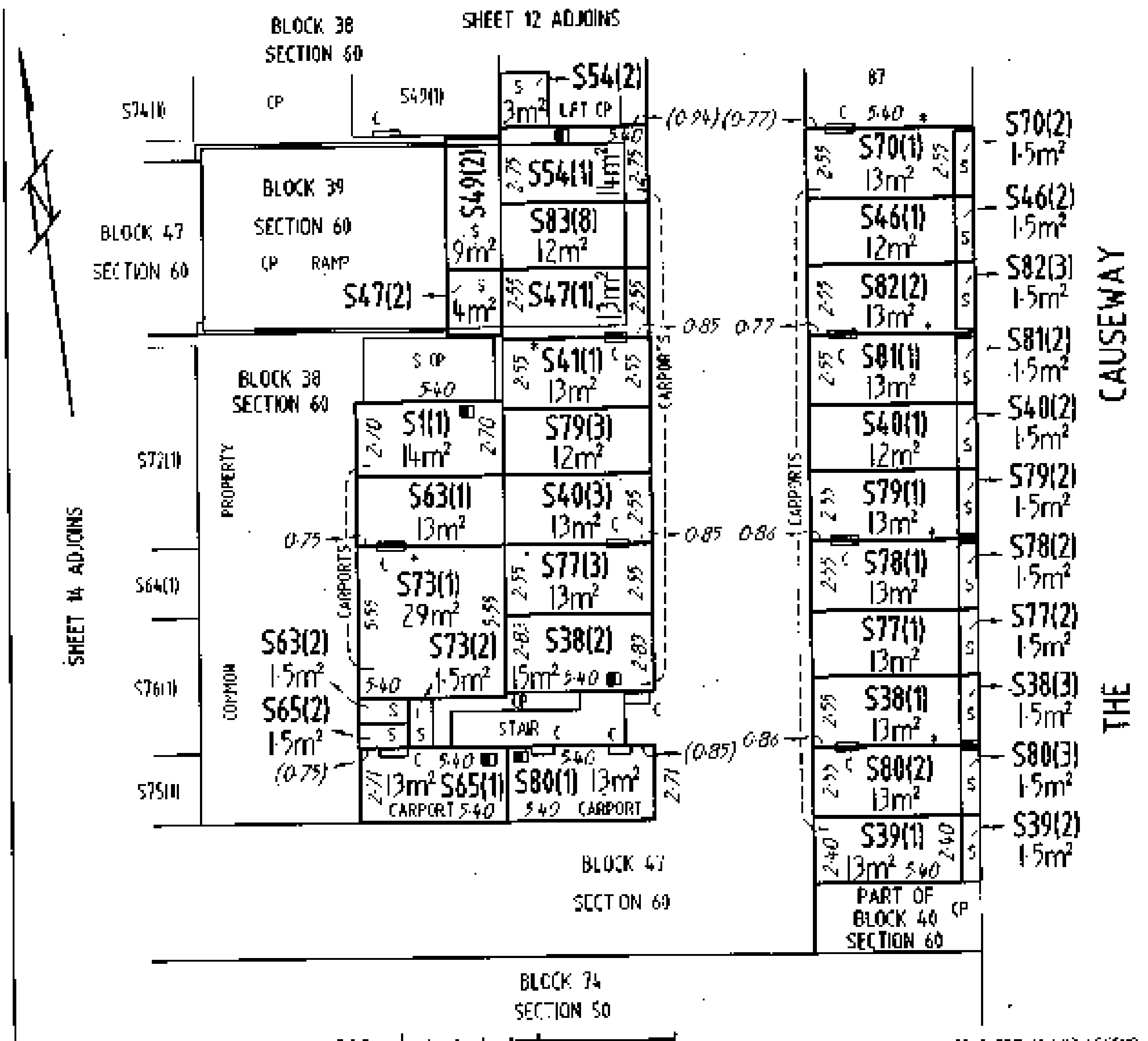
Form 091 - FP

FLOOR PLAN

Division	Section	Block
KINGSTON	60	29-41

UNITS PLAN No. 4682

FLOOR NUMBER BASEMENT — CLASS A UNIT SUBSIDIARIES



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

SEE SHEET 10 FOR LEGEND

TNRC PTY LIMITED BY ITS ATTORNEY ALFONSO DEL RIO PURSLANE TO POWER OF ATTORNEY ACT REGISTRATION NO. 0144'20

Registered Proprietor

Sharon Hanner

Delegate of the ACT Planning and Land Authority

Approved form AF 2010-130 approved by Brett Phillips, Registrar-General on 24/09/2010 under section 140 of the Land Titles Act 1925 (approved forms) - This form revokes AF2010-30

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

REF 215479.XPB

Form 3

Form 091 - FP

LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

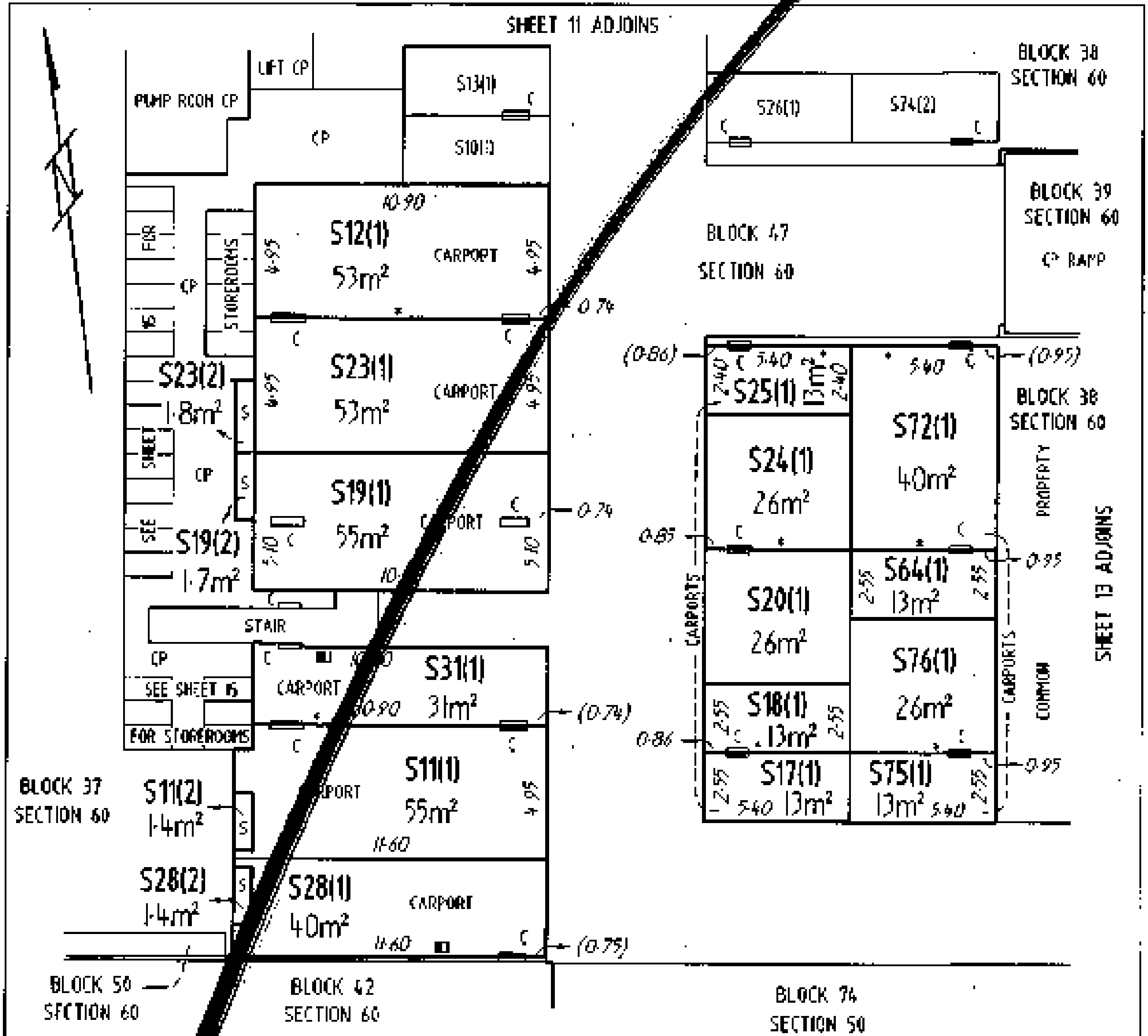
FLOOR PLAN

Sheet No. 14 of 44

REPLACEMENT SHEET
REFER CBB 2209299
REGISTERED 1 APR 2010

Division	Section	Block	UNITS PLAN No.
KINGSTON	60	29-41	4632

FLOOR NUMBER BASEMENT CLASS A UNIT SUBSIDIARIES



Graphic bar scale SCALE 1: 200 0 5 10 METRES

SEE SHEET 10 FOR LEGEND

INFC PTY LIMITED BY ITS ATTORNEY ALFONSO DEL RIO PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NO. 0164120

Registered Proprietor

Sharon Harmer Delegate of the ACT Planning and Land Authority

REF 215039.UPB

Form 3

LAND TITLES

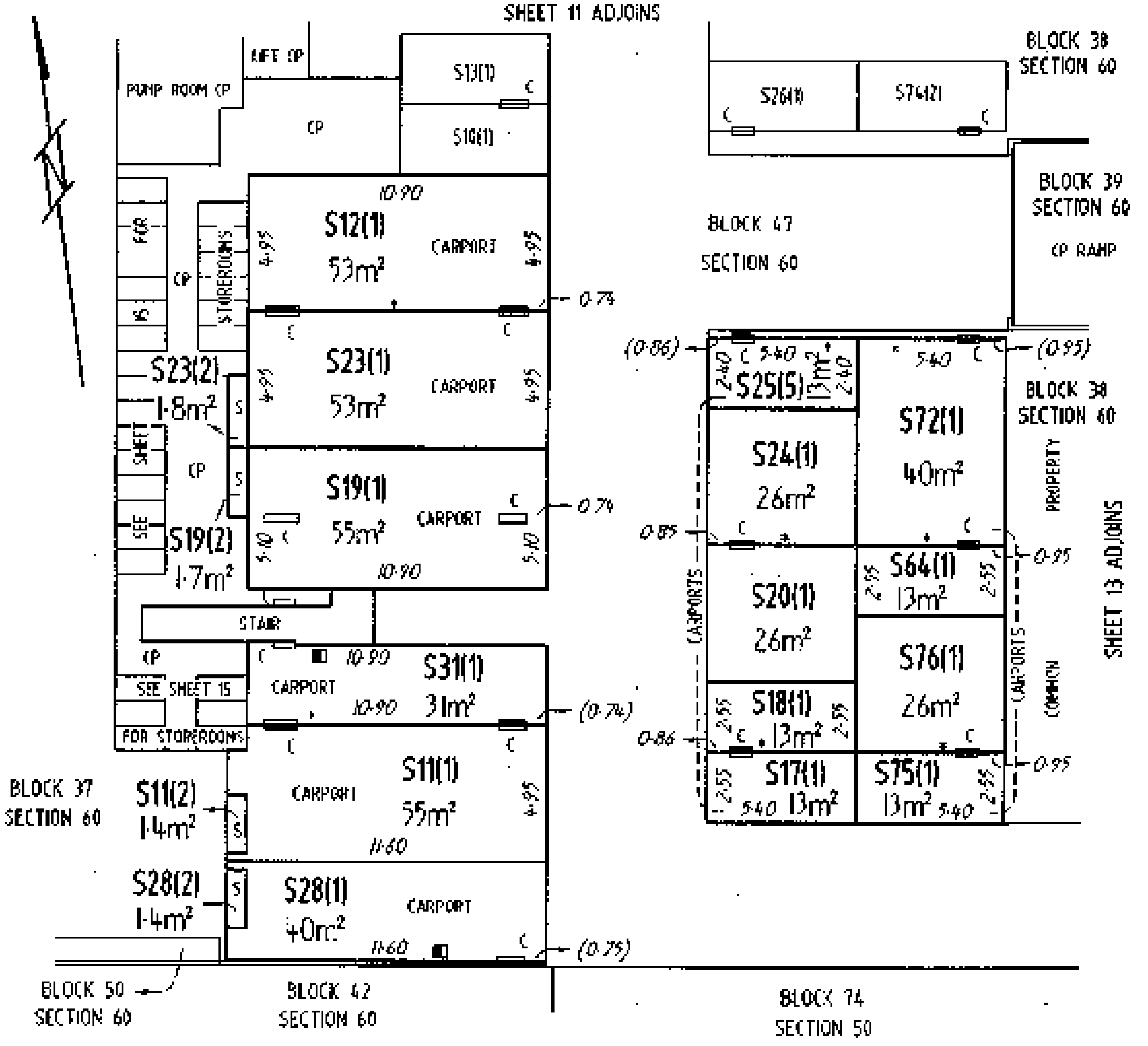
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
KINGSTON	60	29-41	4632

FLOOR NUMBER BASEMENT	CLASS A UNIT SUBSIDIARIES



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

SEE SHEET 10 FOR LEGEND

THE OWNERS CORPORATION OF UP 4632

STRATA MANAGER

THE OWNERS UNITS PLAN No. 4632 Common Seal

Registered Proprietor

Lyn Tenkey

Delegate of the ACT Planning and Land Authority

Form 3

LAND TITLES

OFFICE OF REGULATORY SERVICES

Department of Justice and Community Safety

Sheet No. 15 of 44

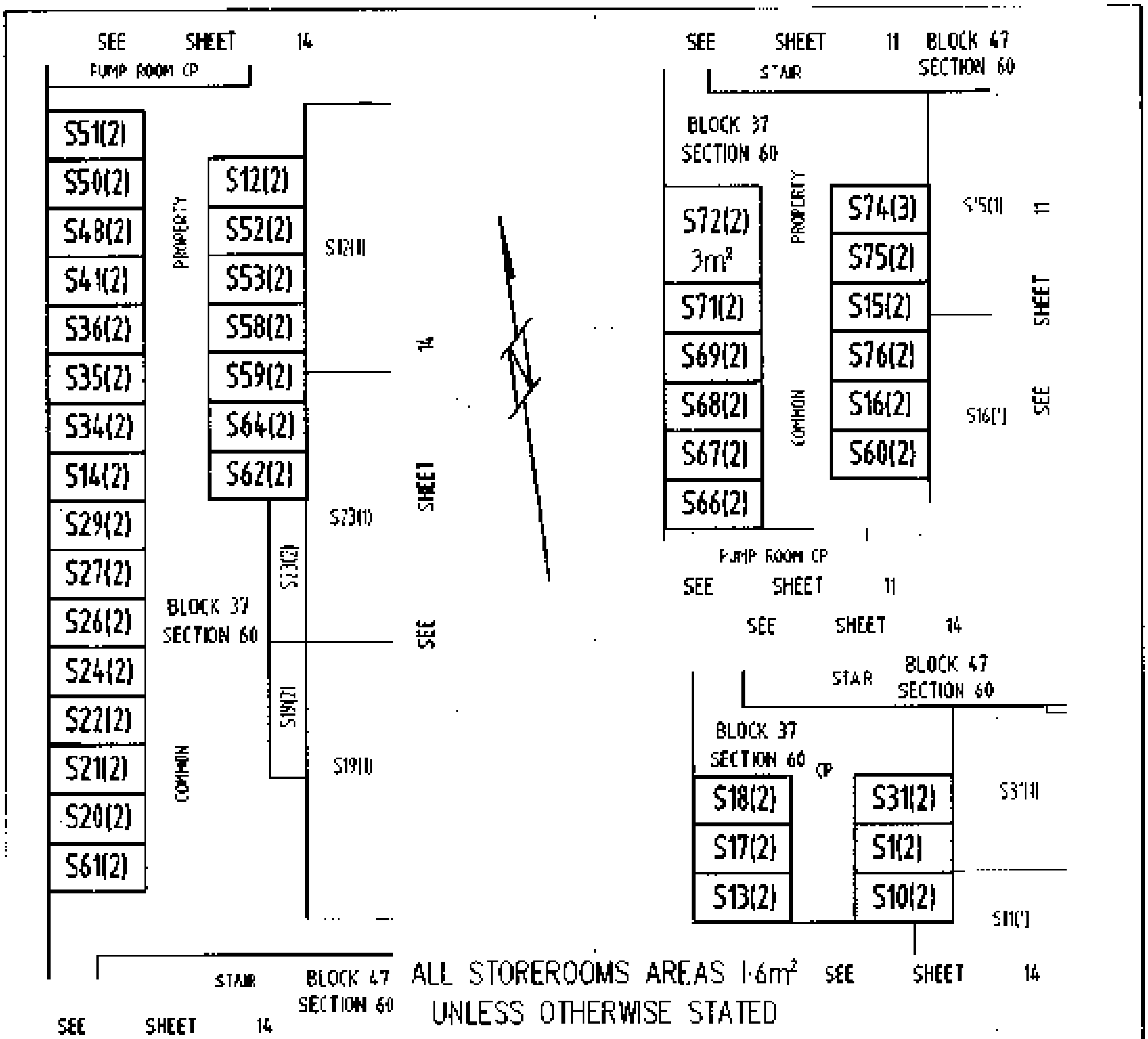
Form 091 - FP

FLOOR PLAN

Division	Section	Block
KINGSTON	60	29-41

UNITS PLAN No.
4632

FLOOR NUMBER BASEMENT — CLASS A UNIT STOREROOMS



Graphic bar scale - SCALE 1: 100 — 0 1 2 3 4 5 METRES

SEE SHEET 10 FOR LEGEND

TNRC PTY LIMITED BY ITS ATTORNEY A.FONSO DEL RIO PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NO. 1464129

Registered Proprietor

Sharon Harnor

Delegate of the ACT Planning and Land Authority

Approved form AF 2010-180 approved by Brett Phillips, Registrar-General on 2/09/2010 under section 140 of the Land Titles Act 1925 (approved forms) - This form revokes AF2010-30

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

REF 245779.JPB

Form 3

Form 091 - FP

LAND TITLES

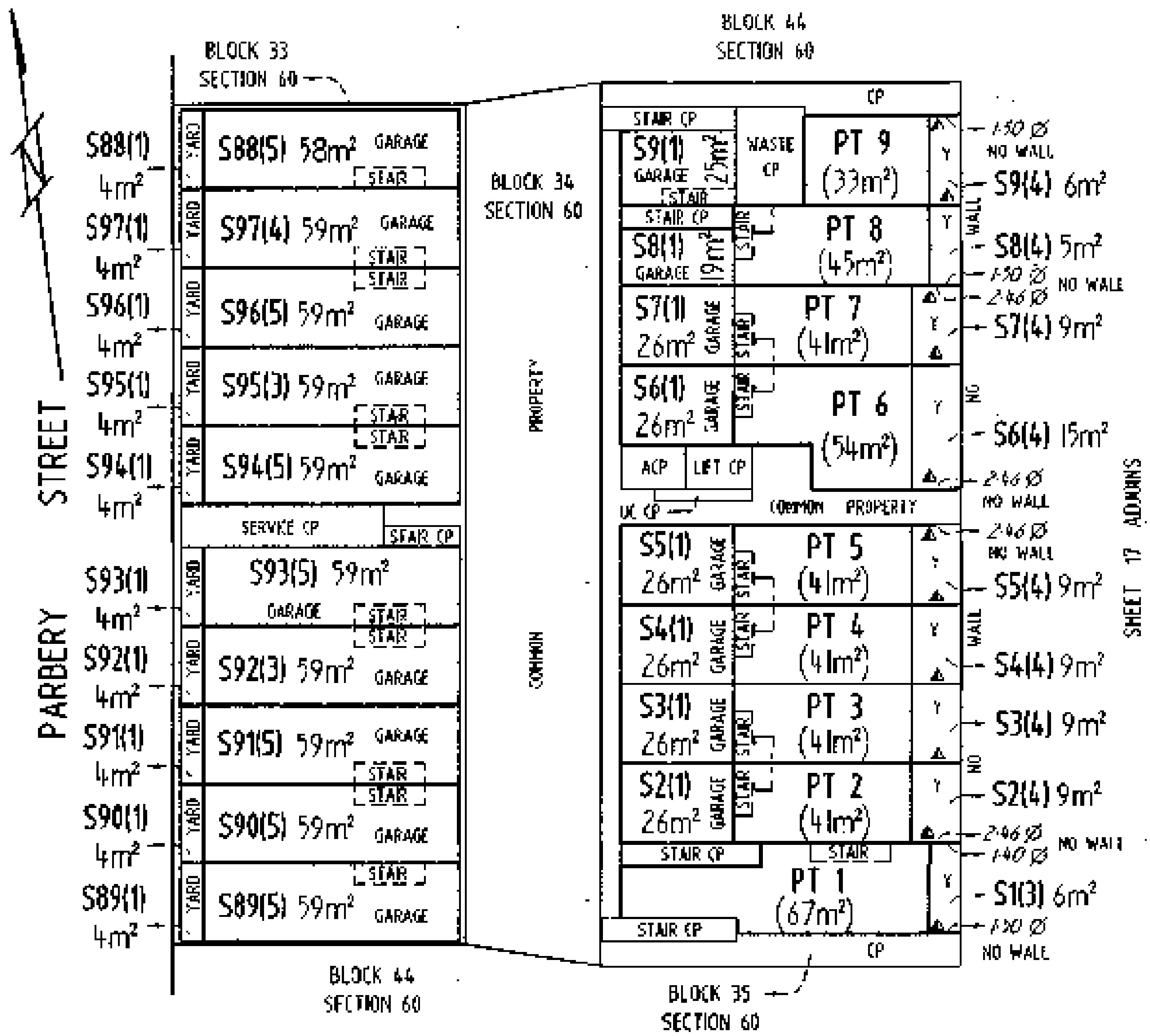
OFFICE OF REGULATORY SERVICES

Department of Justice and Community Safety

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
KINGSTON	60	29-41	4632

FLOOR NUMBER LOWER GROUND — CLASS A UNITS AND UNIT SUBSIDIARIES



Graphic bar scale - SCALE 1: 300 — 0 5 10 20 METRES

SEE SHEET 10 FOR LEGEND

TARC PTY LIMITED BY ITS ATTORNEY ALFONSO DEL RIO PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NO. 0444120

Registered Proprietor

Sharon Hartner
Delegate of the ACT Planning and Land Authority

Approved form AF 2010-180 approved by Brett Phillips, Registrar-General on 24/09/2010 under section 140 of the Land Titles Act 1925 (approved forms) - This form revokes AF2010-30

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

REF 215174/UP8

Form 3

Form 091 - FP

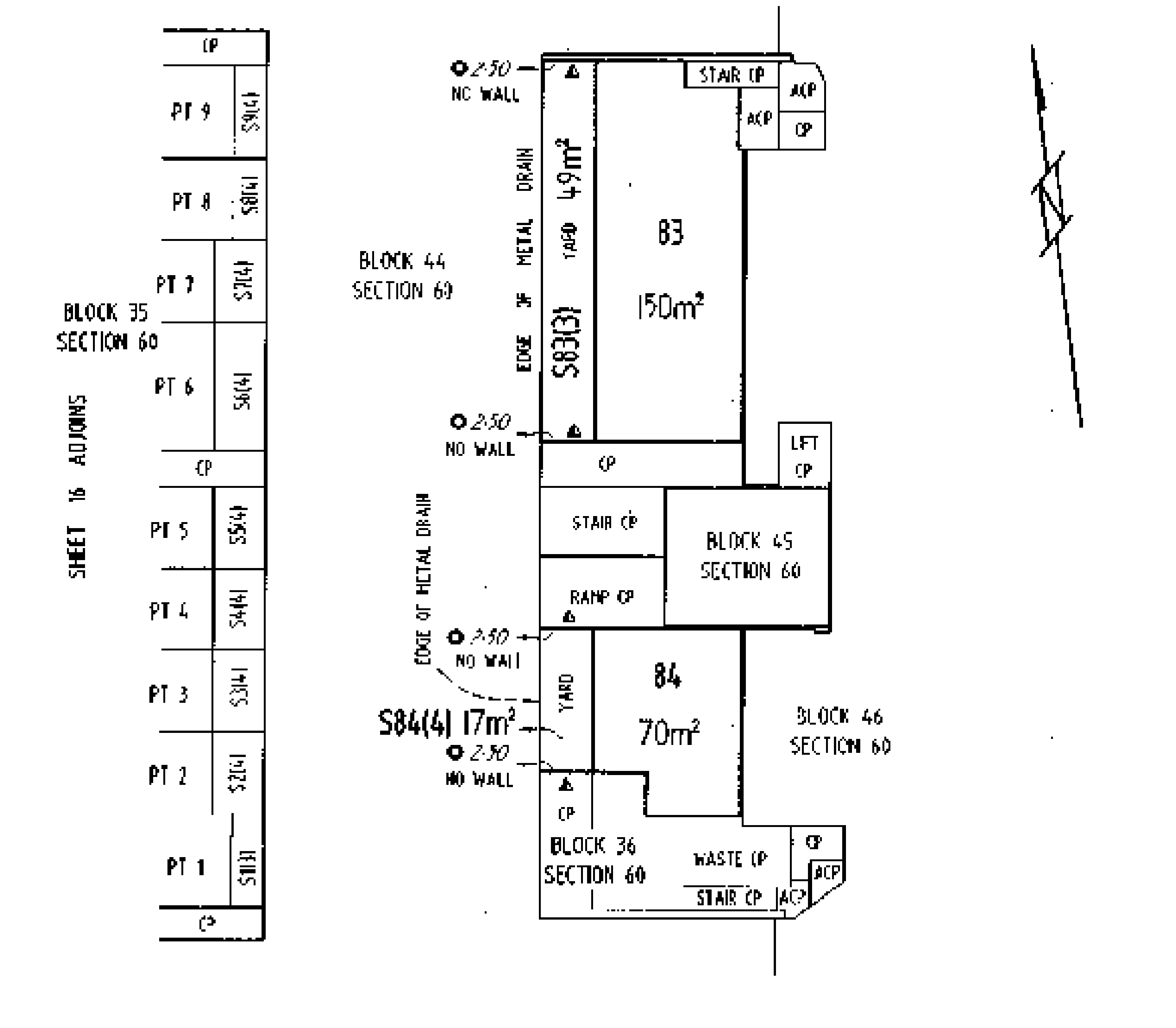
LAND TITLES

OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
KINGSTON	60	29-41	4632

FLOOR NUMBER LOWER GROUND — CLASS A UNITS AND UNIT SUBSIDIARIES



Graphic bar scale - SCALE 1: 300   0 5 10 20 METRES

SEE SHEET 10 FOR LEGEND

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

Registered Proprietor

Sharon Hannur
Delegate of the ACT Planning and Land Authority

REF: 26479.UP8

Form 3

Sheet No. 18 of 44

Form 091 - FP

LAND TITLES

OFFICE OF REGULATORY SERVICES

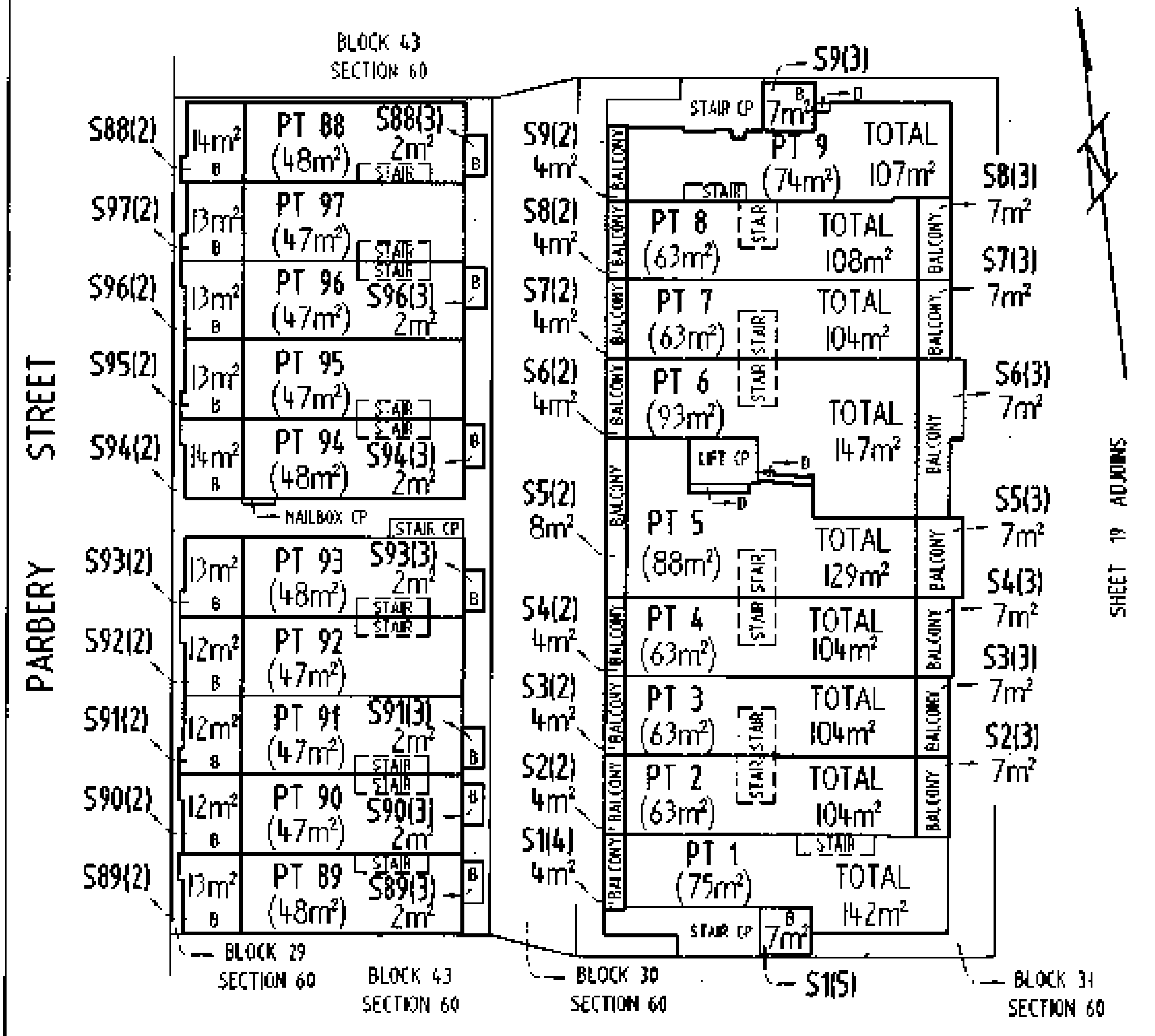
Department of Justice and Community Safety

FLOOR PLAN

Division	Section	Block
KINGSTON	60	29-41

UNITS PLAN No.
4632

FLOOR NUMBER GROUND	CLASS A UNITS AND UNIT SUBSIDIARIES



Graphic bar scale - SCALE 1: 300 0 5 10 20 METRES

SEE SHEET 10 FOR LEGEND

THRC PTY LIMITED BY ITS ATTORNEY ALFONSO DEL RIO PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NO. 0144120 Registered Proprietor	Sharon Harmer Delegate of the ACT Planning and Land Authority

Approved form AF 2010-180 approved by Brett Phillips, Registrar-General on 24/09/2010 under section 140 of the Land Titles Act 1925 (approved forms) - This form revokes AF2010-30

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

REF: 215039 UP8

Form 3

Form 091 - FP

Sheet No. 19 of 44

LAND TITLES

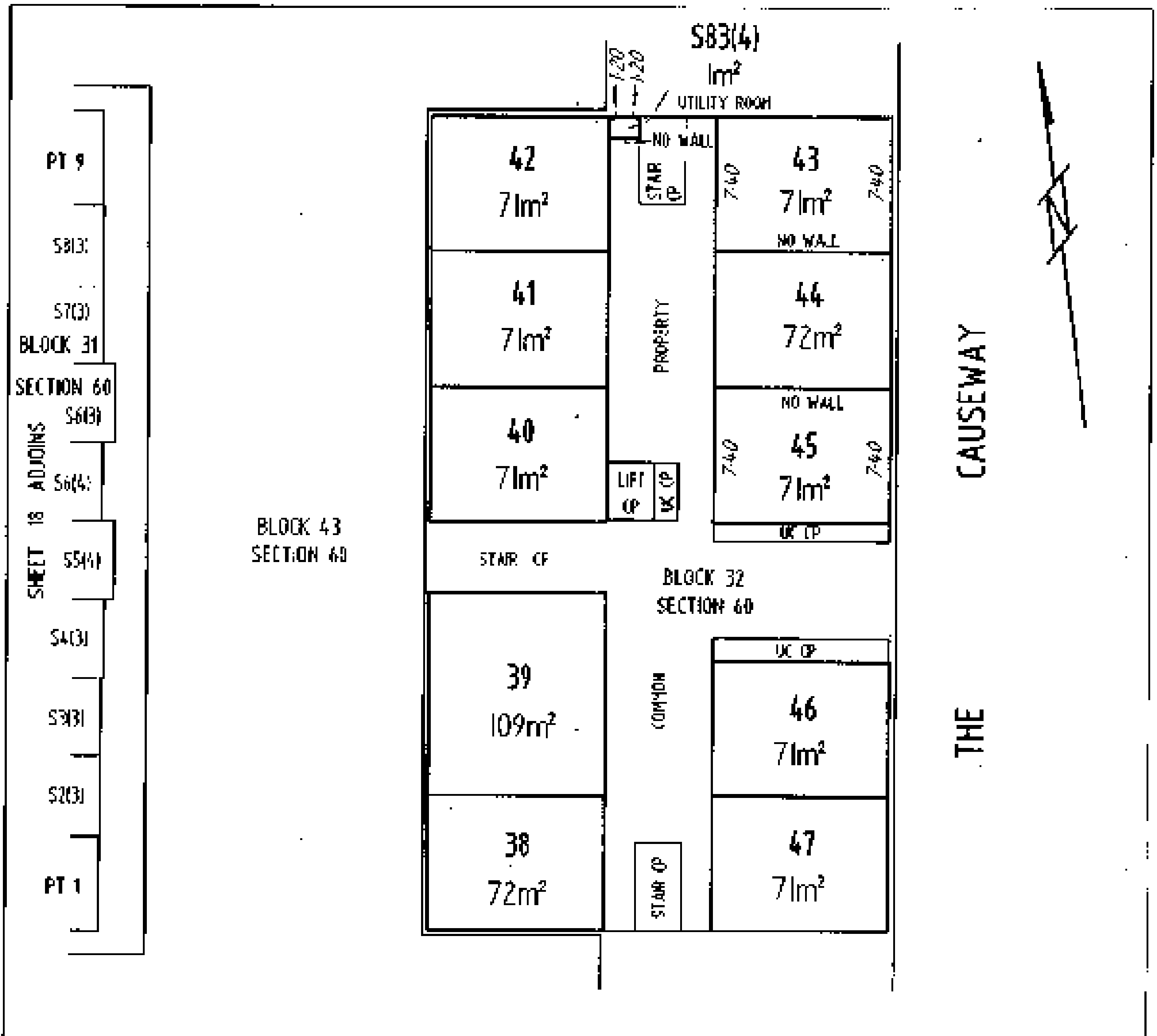
OFFICE OF REGULATORY SERVICES

Department of Justice and Community Safety

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
KINGSTON	60	29-41	4632

FLOOR NUMBER GROUND	CLASS A UNITS



Graphic bar scale - SCALE 1: 300 0 5 10 20 METRES

SEE SHEET 10 FOR LEGEND

THRC PTY LIMITED BY ITS ATTORNEY ALFONSO DEL RIO PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NO. 1444124

Registered Proprietor

Sharon Harmer

Delegate of the ACT Planning and Land Authority

Approved form AF 2010-150 approved by Brett Phillips Registrar-General on 24/09/2010 under section 140 of the Land Titles Act 1925 (approved forms) - This form revokes AF2010-33

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

REF 215075.UP6

Form 3

Form 091 - FP

LAND TITLES

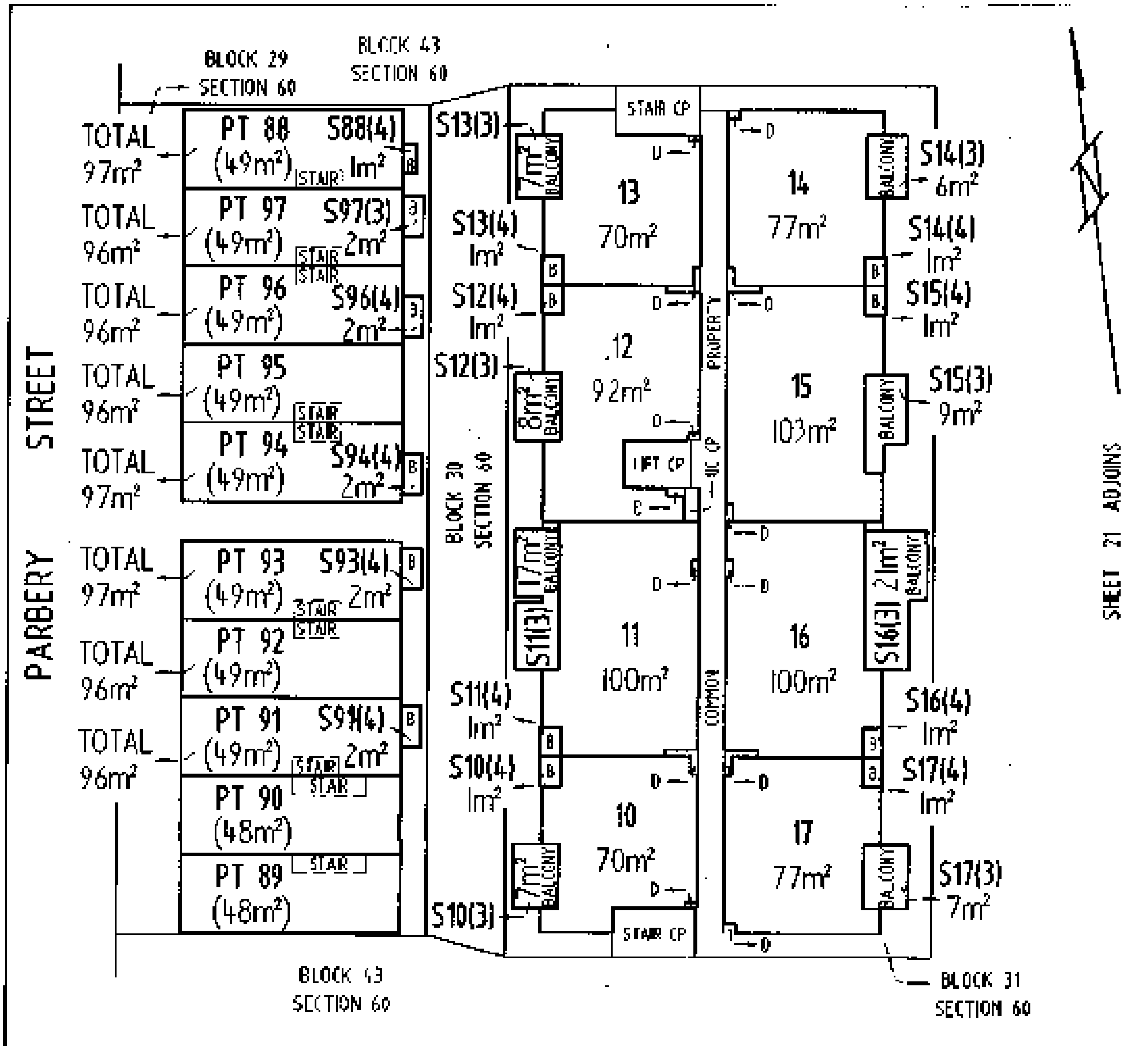
OFFICE OF REGULATORY SERVICES

Department of Justice and Community Safety

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
KINGSTON	60	29-41	4632

FLOOR NUMBER FIRST	CLASS A UNITS AND UNIT SUBSIDIARIES



Graphic bar scale - SCALE 1: 300 0 5 10 25 METRES

SEE SHEET 10 FOR LEGEND

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

Registered Proprietor

Sharon Harmer

Delegate of the ACT Planning and Land Authority

REF: 75079,UP6

Form 3

LAND TITLES

OFFICE OF REGULATORY SERVICES

Department of Justice and Community Safety

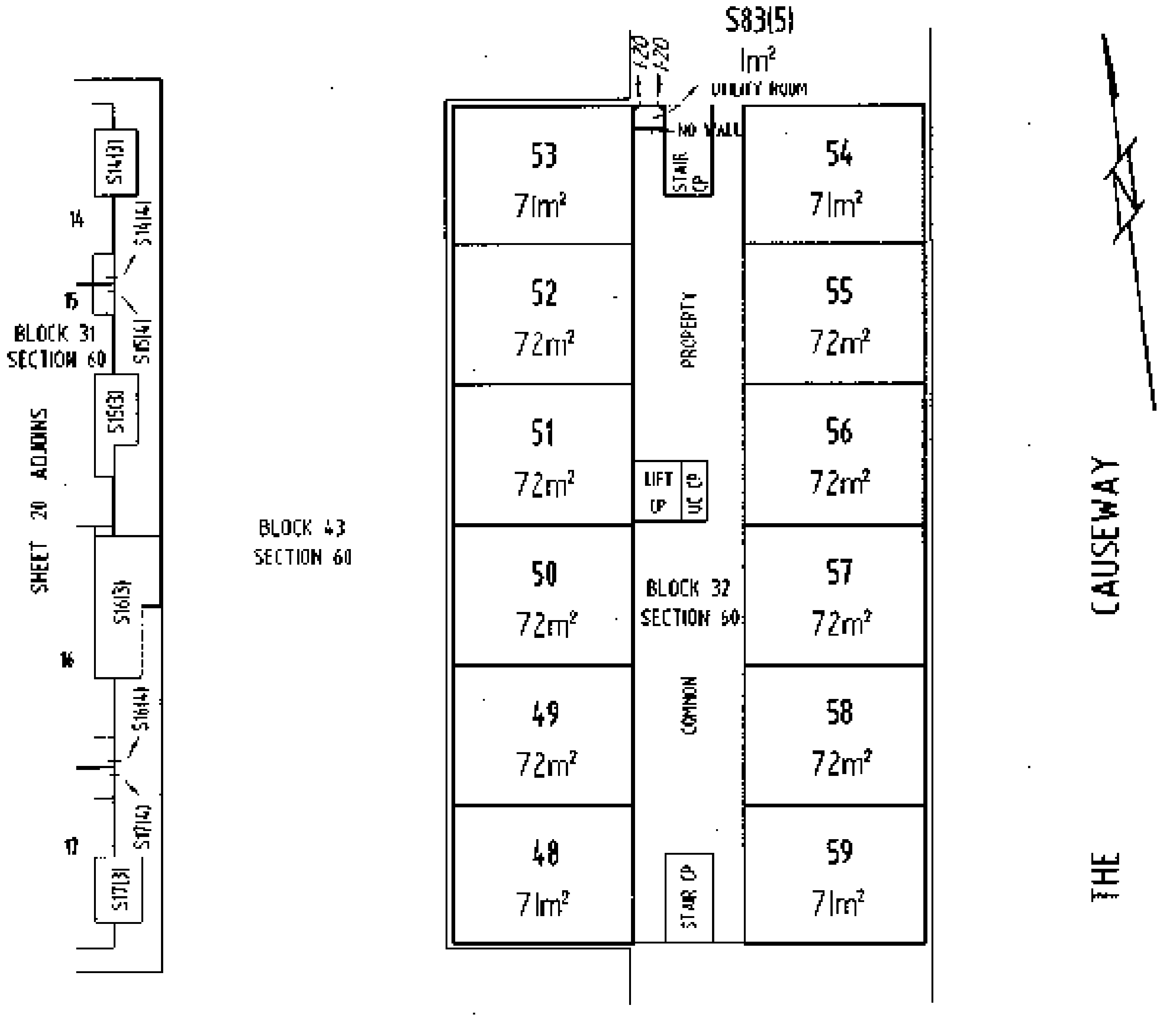
Form 091 - FP

FLOOR PLAN

Division	Section	Block
KINGSTON	60	29-41

UNITS PLAN No.
4632

FLOOR NUMBER	FIRST	CLASS A UNITS AND UNIT SUBSIDIARIES



Graphic bar scale - SCALE 1: 300 0 5 10 20 METRES

SEE SHEET 14 FOR LEGEND

THRC PTY LIMITED BY ITS ATTORNEY ALFONSO DEL RIO PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NO. 0544120

Registered Proprietor

Sharon Harmer

Delegate of the ACT Planning and Land Authority

REF 215079.UP6

Form 3

LAND TITLES

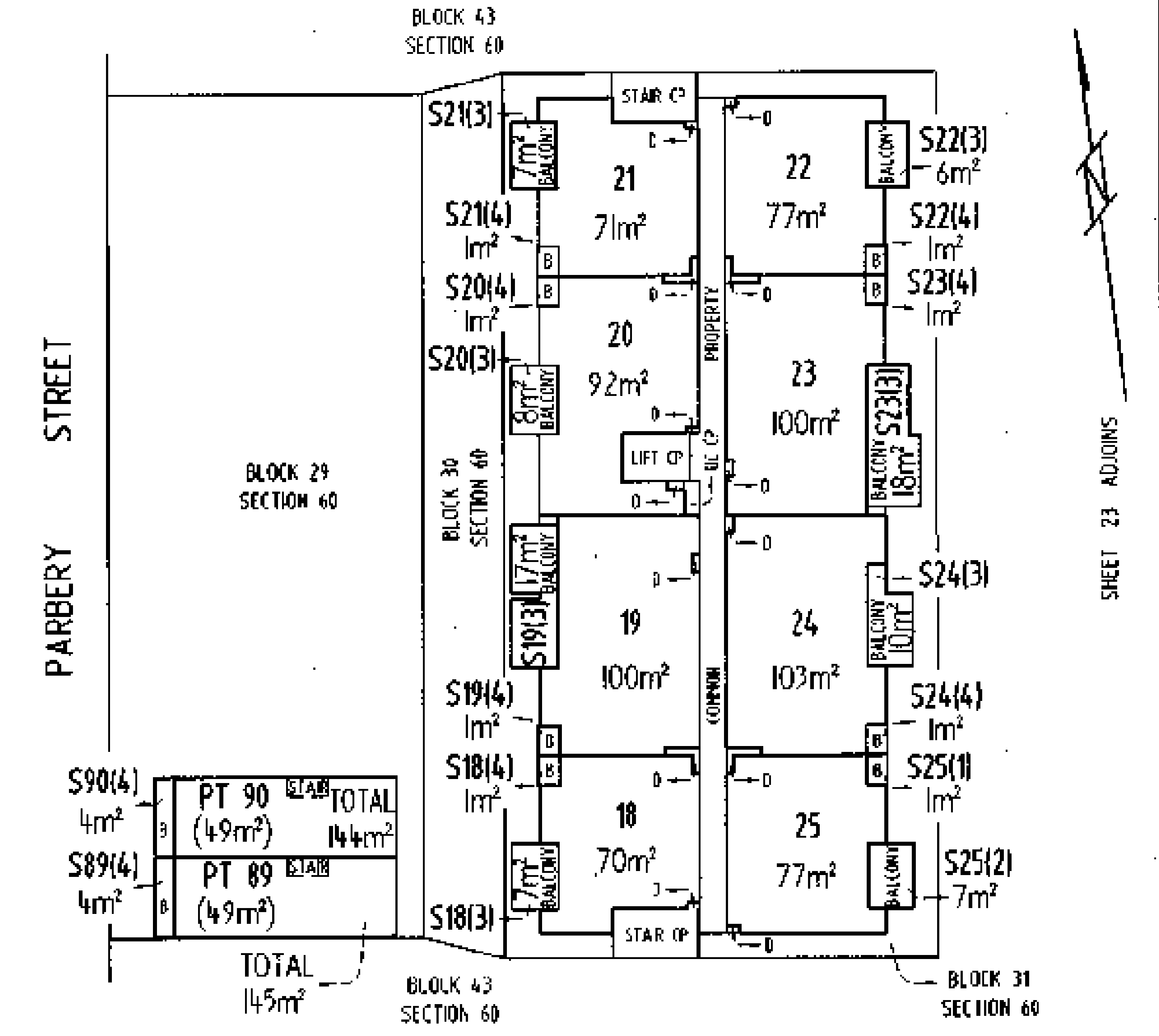
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
KINGSTON	60	29-41	4632

FLOOR NUMBER	SECOND	CLASS A UNITS AND UNIT SUBSIDIARIES



Graphic bar scale - SCALE 1: 300 — 0 5 10 20 METRES

SEE SHEET 10 FOR LEGEND

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

Registered Proprietor

Sharon Horner

Delegate of the ACT Planning and Land Authority

Approved form AF 2010-180 approved by Brett Phillips, Registrar-General on 24/09/2010 under section 140 of the Land Titles Act 1925 (approved forms) - This form revokes AF2010-30

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

REF. 716979.UPB

Form 3

LAND TITLES

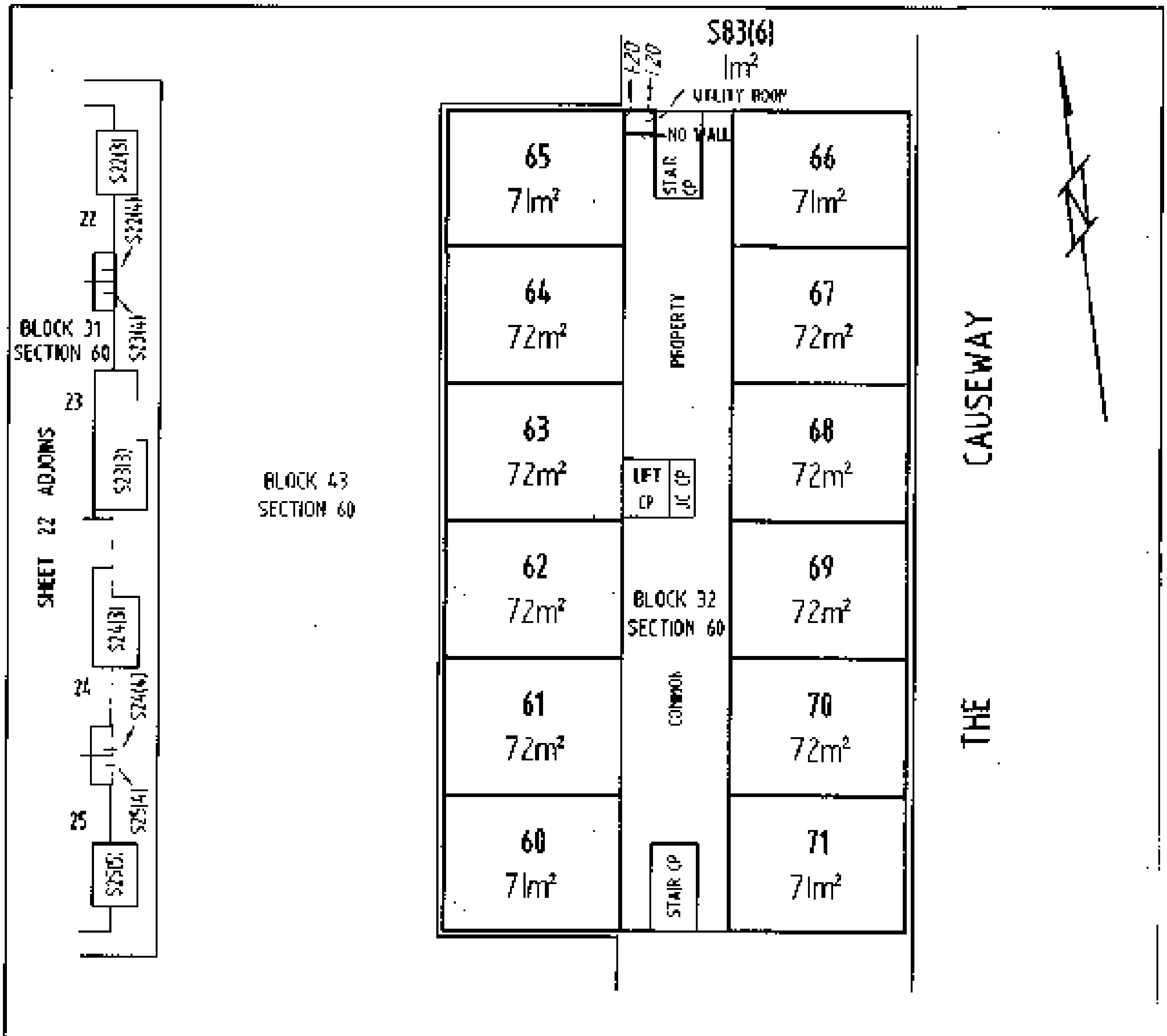
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
KINGSTON	60	29-41	4632

FLOOR NUMBER SECOND | CLASS A UNITS



Graphic bar scale - SCALE 1: 300 0 5 10 20 METRES

SEE SHEET 10 FOR LEGEND

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

Registered Proprietor

Sharon Harnot
Delegate of the ACT Planning and Land Authority

REF: 215075.UPS

Form 3

Sheet No. 24 of 44

LAND TITLES

OFFICE OF REGULATORY SERVICES

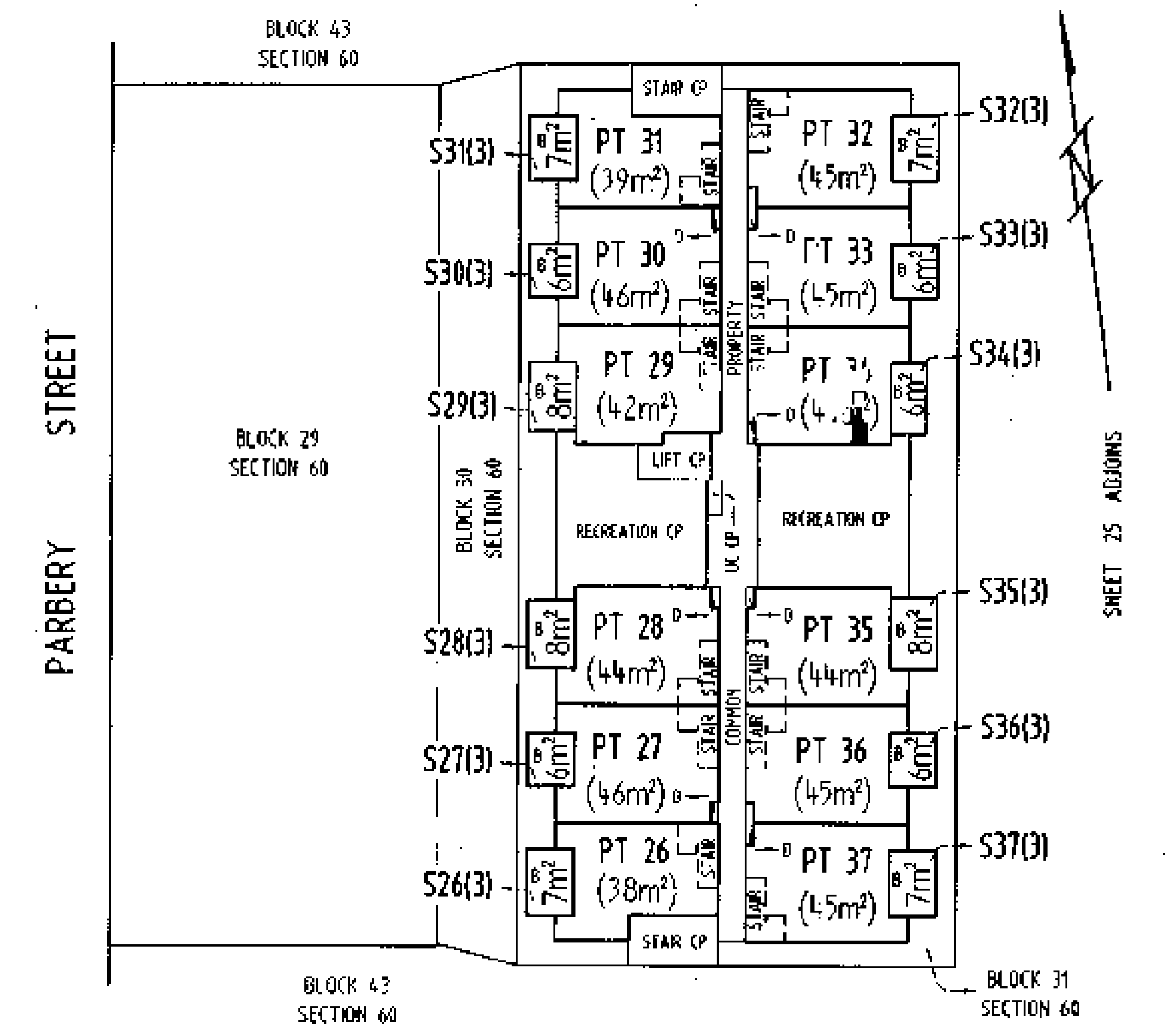
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
KINGSTON	60	29-41	4632

FLOOR NUMBER THIRD	CLASS A UNITS AND UNIT SUBSIDIARIES



Graphic bar scale - SCALE 1: 300   0 5 10 20 METRES

SEE SHEET 10 FOR LEGEND

TMRC PTY LIMITED BY ITS ATTORNEY ALFONSO DEL RIO PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NO. 0164120

Registered Proprietor

Sharon Harmer

Delegate of the ACT Planning and Land Authority

Approved form AF 2010-180 approved by Brett Phillips, Registrar-General on 24/09/2010 under section 140 of the Land Titles Act 1925 (approved forms) - This form revokes AF2010-30

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

REF: 2507FUPS

Form 3

Form 091 - FP

LAND TITLES

OFFICE OF REGULATORY SERVICES

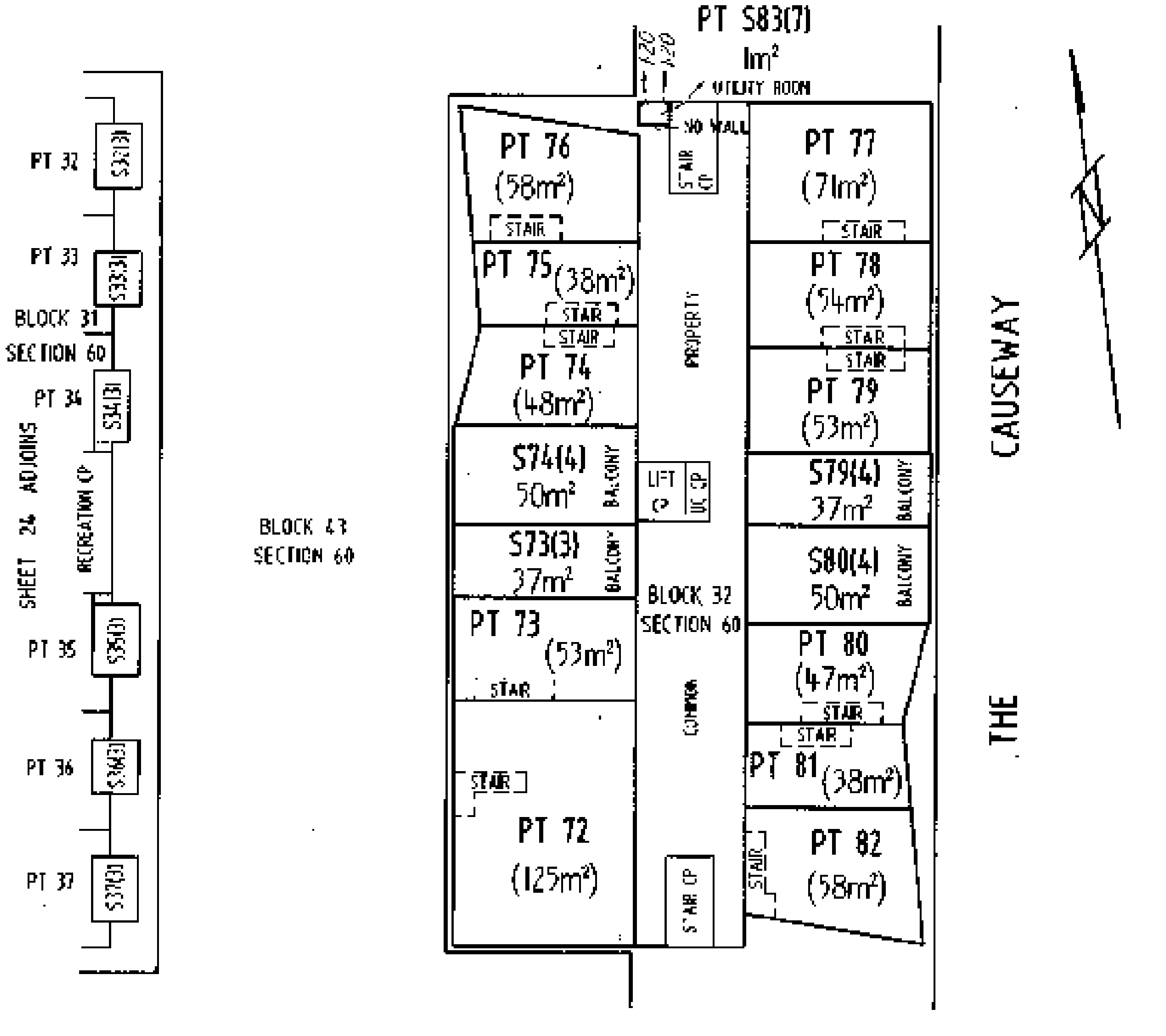
Department of Justice and Community Safety

FLOOR PLAN

Division	Section	Block
KINGSTON	60	29-41

UNITS PLAN No.
4632

FLOOR NUMBER	THIRD	CLASS A UNITS AND UNIT SUBSIDIARIES



Graphic bar scale - SCALE 1: 300 0 5 10 20 METRES

SEE SHEET 10 FOR LEGEND

THRC PTY LIMITED BY ITS ATTORNEY ALFONSO DEL RIO PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NO 0144120

Registered Proprietor

Sharon Hurmur

Delegate of the ACT Planning and Land Authority

REF: 215675.UPB

Form 3

LAND TITLES

OFFICE OF REGULATORY SERVICES

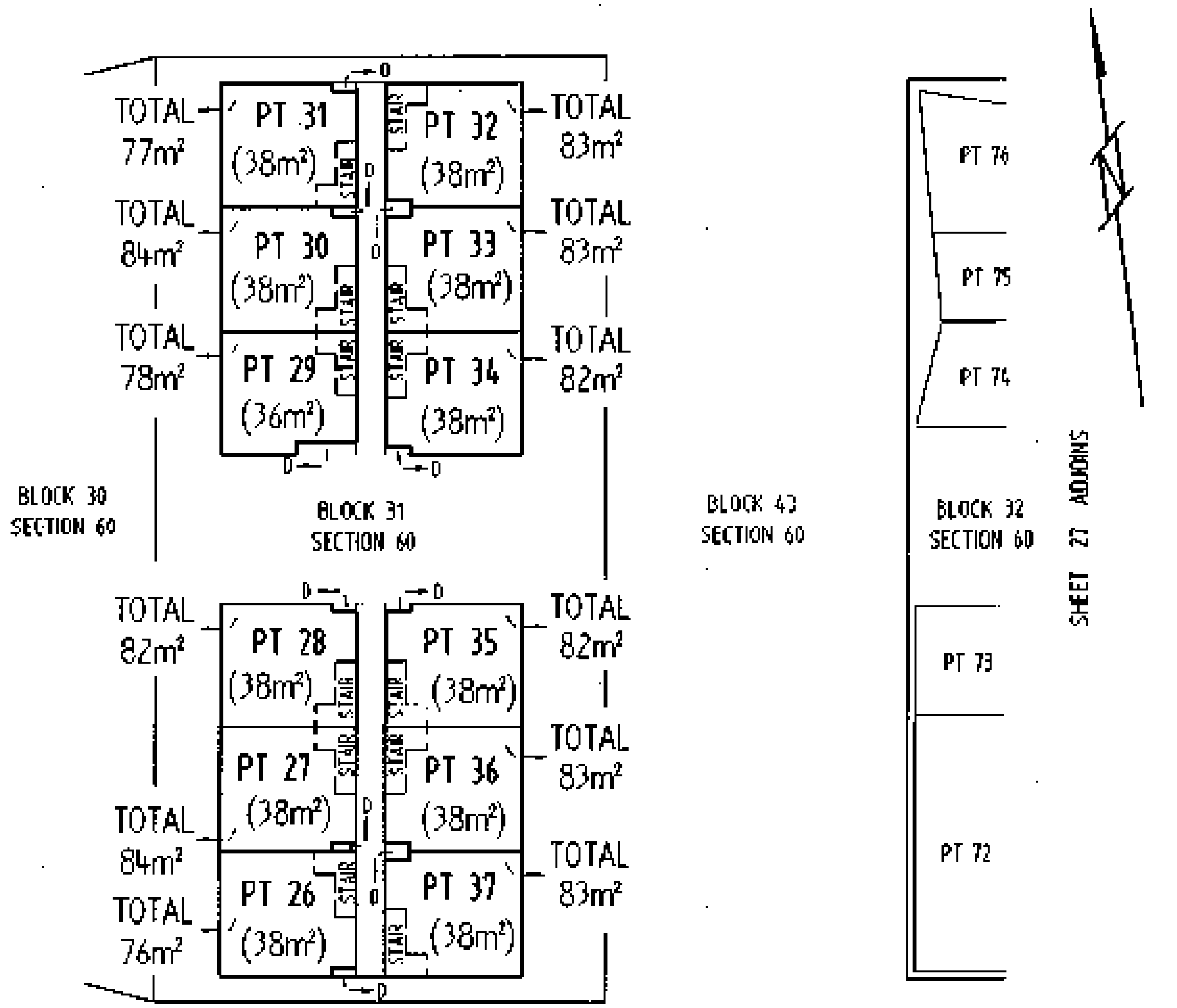
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
KINGSTON	60	29-41	4632

FLOOR NUMBER FOURTH	CLASS A UNITS



Graphic bar scale - SCALE 1: 300 0 5 10 20 METRES

SEE SHEET K FOR LEGEND

TNRC PTY LIMITED BY ITS ATTORNEY ALFONSO DEL RIO PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NO. 0144120 Registered Proprietor	Sharon Harmer Delegate of the ACT Planning and Land Authority

Approved form AF 2010-180 approved by Brett Phillips, Registrar General on 24/09/2010 under section 140 of the *Land Titles Act 1925* (approved forms) - This form revokes AF2010-30

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

REF: 215479.LPB

Form 3

LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Sheet No. 27 of 44

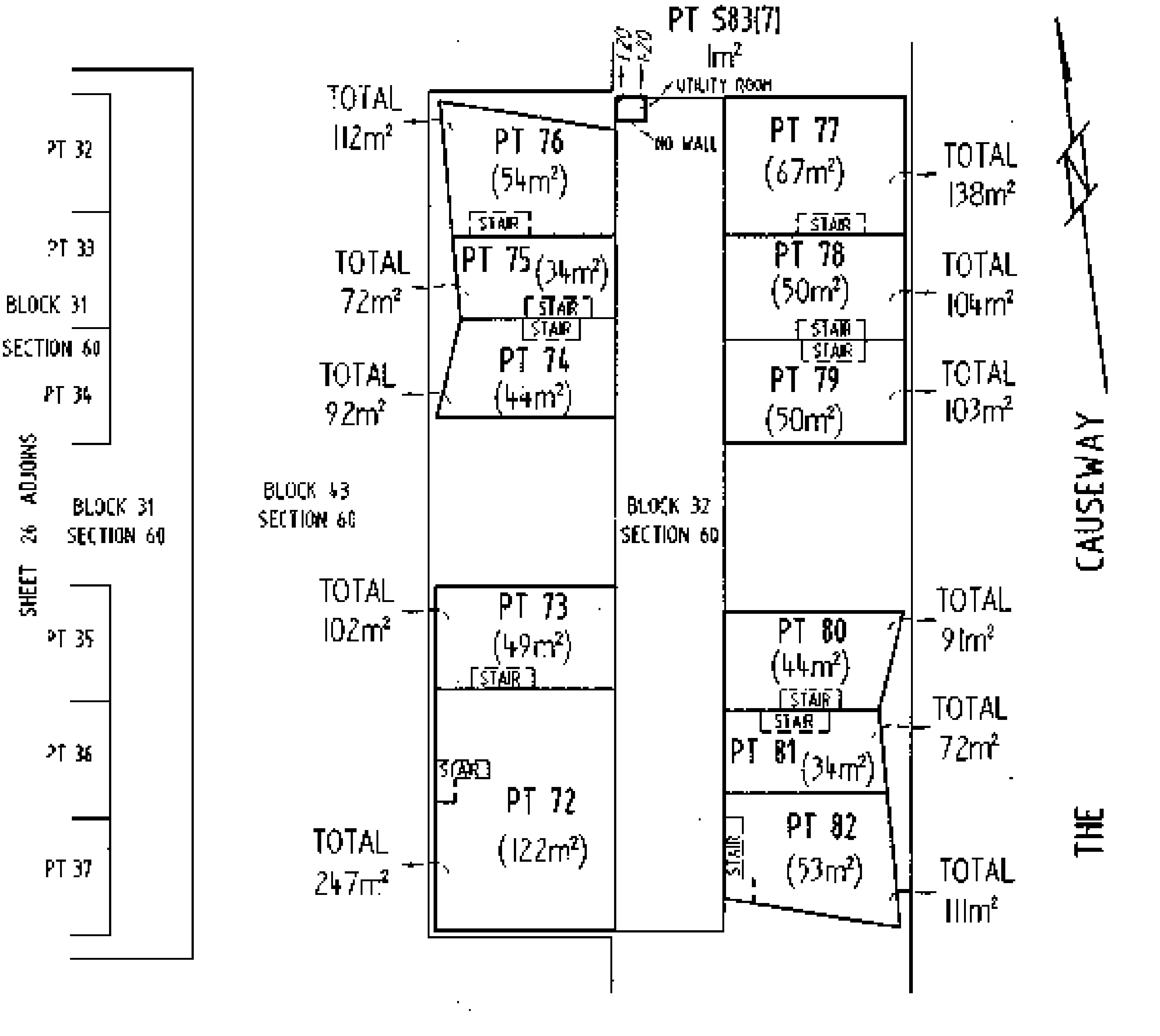
Form 091 - FP

FLOOR PLAN

Division	Section	Block
KINGSTON	60	29-41

UNITS PLAN No.
4632

FLOOR NUMBER	FOURTH	CLASS A UNITS



Graphic bar scale - SCALE 1: 300 0 5 10 20 METRES

SEE SHEET 10 FOR LEGEND

THRC PTY LIMITED BY ITS ATTORNEY ALFONSO DEL RIO PURSUANT TO POWER OF ATTORNEY ACT REGISTRATION NO. 0144170

Registered Proprietor

Sharon Harmer — Delegate of the ACT Planning and Land Authority

Approved form AF 2010-180 approved by Brett Phillips, Registrar-General on 24/09/2010 under section 140 of the Land Titles Act 1925 (approved forms) - This form revokes AF2010-30
Authorised by the ACT Parliamentary Counsel - also accessible at www.legislation.act.gov.au

REF: 715419.UPB

Form 4

Land Titles (Units Titles) Act 1970

UNITS PLAN NO 4632

Blocks 29-41 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 twentieth day of December Two thousand one hundred and seventeen.

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 - 97 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 1-97 for the purpose of residential use LIMITED TO multi-unit housing for eighty eight (88) 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;

EASEMENT FOR ACCESS (e) That the Lessee shall:

(i) permit pedestrians access across, over and along those parts of the parcel of land described as "proposed easement for pedestrian access" each of varying width, height and depth on the Deposited Plan;

(ii) permit vehicles and pedestrians access across, over and along that part of the parcel of land described as a "proposed easement for public access" on the Deposited Plan;

(iii) not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the parcel of land comprising any easement;

(iv) not place, nor permit to be placed, any tree or (except as permitted by the Authority) any other vegetation on any part of the parcel of land comprising any easement; and

(v) at all times maintain the easement (including all paths and services constructed on the easement) in good repair and condition and to the satisfaction of the Authority;

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

SERVICE AREAS (g) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the unit is suitably screened from public view;

BUILDING SUBJECT TO APPROVAL (h) That the Lessee shall not without the previous approval in writing of the Authority, except where exempt by law, erect any building on the parcel or make any structural alterations to the unit;

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

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

RIGHT OF INSPECTION

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

RATES AND CHARGES

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

PRESERVATION OF TREES

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

(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;

MINERALS AND WATER

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

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......Fourth......... day of .....February............2019.

Sharon Harmer

Sharon Harmer

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

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

Witness:

Amanda Leigh Noy

Form 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO 4632

Blocks 29-41 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 twentieth day of December Two thousand one hundred and seventeen.

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. 4632 ("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) That the Owners Corporation shall illuminate and keep illuminated all public access areas, carparks and driveways on the parcel of land at the Owners Corporation's cost during the evening hours of operation to a standard acceptable to the Authority in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;

(e) That the Owners Corporation 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;

(f) That the Owners Corporation shall:

(i) permit pedestrians access across, over and along those parts of the parcel of land described as "proposed easement for pedestrian access" each of varying width, height and depth on the Deposited Plan;

(ii) permit vehicles and pedestrians access across, over and along that part of the parcel of land described as a "proposed easement for public access" on the Deposited Plan;

(iii) not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the parcel of land comprising any easement;

(iv) not place, nor permit to be placed, any tree or (except as permitted by the Authority) any other vegetation on any part of the parcel of land comprising any easement; and

(v) at all times maintain the easement (including all paths and services constructed on the easement) in good repair and condition and to the satisfaction of the Authority;

(g) 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;

(h) except where necessary for compliance with Clause 3(g) 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;

(i) If and whenever the Owners Corporation is in breach of the Owners Corporation's obligations to maintain repair and keep in repair the common property the Authority may by notice in writing to the Owners Corporation specifying the repairs and maintenance needed require the

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

(j) To permit any person or persons authorised by the Authority to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the parcel of land forming the common property;

(k) That the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the common property is suitably screened from public view;

(l) That the Owners Corporation shall not, without the previous consent in writing of the Territory, remove any tree:

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

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

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

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

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

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

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

(i) the Authority;

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

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

5. In this schedule unless the contrary intention appears:

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

(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. 4632;

(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......Fourth.......... day of.......February.................2019.

Sharon Harmer
a delegate of the Planning and Land Authority in exercising its functions

LESSEE: **TNRC PTY LIMITED A.C.N. 151 527 141** by its attorney ALFONSO DEL RIO pursuant to Power of Attorney ACT Registration No. 01444120

Witness:

Amanda Leigh Noy

Unit Titles (Management) Act 2011

UNIT TITLE CERTIFICATE

SECTION 119

Units Plan No. 4632 Unit No. 4

Unit Owner/Eligible Person: Otto's Retirement Pty Ltd

Otto's Retirement Pty Ltd
PO Box 4549
KINGSTON ACT 2604

1. Committee Details

Ahmed Qureshi	
Kieran Nicholson	
Anshu De Silva Wijeyeratne	
Maria Bentley	
Matt McKeon	

c/- Vantage Strata Pty Ltd
ABN: 79602359482
Level 4, DKSN No 2.
23 Challis Street,
DICKSON ACT 2602
1800878728

2. Corporations Manager

The name and contact details of the corporations manager:

Vanessa Dix
Vantage Strata Pty Ltd
ABN: 79602359482
Level 4, DKSN No 2.
23 Challis Street,
DICKSON ACT 2602

3. Records

The place where the corporation’s records can be inspected and contact details:

Vanessa Dix
Vantage Strata Pty Ltd
ABN: 79602359482
Level 4, DKSN No 2.
23 Challis Street,
DICKSON ACT 2602

4. Insurance Policy Details

Type	Insurer	Policy No.	Coverage	Renewal Date	Premium/Excess
Building/Common Property	CHU	HU0000009113	$45,350,000.00	22/02/2025	$66,654.07
Common Area Contents			$453,500.00		
Loss of Rent/Temp Accommodation			$6,802,500.00		
Public Liability			$30,000,000.00		
Voluntary Workers			$200,000.00		
Fidelity			$250,000.00		
Office Bearers			$5,000,000.00		

---

5. Contributions

5.1 The period the contributions for the unit are for: 01/09/2023 - 31/08/2024

5.2

Due Date	Details	Admin Fund	Sinking Fund	Amount Paid
20/10/2023	Standard Levy Contribution Schedule	$1,121.52	$243.23	$1,364.75
20/10/2023	Standard Levy Admin Supplementary	$130.65	$0.00	$130.65
01/12/2023	Standard Levy Contribution Schedule	$1,121.52	$243.23	$1,364.75
01/12/2023	Standard Levy Admin Supplementary	$130.65	$0.00	$130.65
01/03/2024	Standard Levy Contribution Schedule	$1,121.52	$243.23	$1,102.33
01/03/2024	Standard Levy Admin Supplementary	$130.65	$0.00	$0.00
01/06/2024	Standard Levy Contribution Schedule	$1,121.52	$243.23	$0.00
01/06/2024	Standard Levy Admin Supplementary	$130.65	$0.00	$0.00
			Admin Fund Contributions	**$5,008.68**
			Sinking Fund Contributions	**$972.92**
			Total Contributions	**$5,981.60**
			Amount (if any) outstanding	**$393.07**
			Interest (if any) on outstanding amount	**$2.81**
			Amount (if any) in credit	**$0.00**

5.3 The balance of the fund for the Owners Corporation as at the date of this certificate:

Admin Fund $68,656.62 **Sinking Fund $233,329.13** **Total $301,985.75**

6. Developer Control Period

Developer control period expiry date: N/A

All the information in this unit title certificate has been recorded on the following date from details shown in the books, records and other documents of the Owners Corporation:

Date: 09/04/2024
The Common Seal of
The Owners – Units Plan No 4632

Was hereunto affixed in
The presence of

Signature:

THE OWNERS - UNITS PLAN No. 4632
Common Seal

Vantage Strata Pty Ltd
Level 4, DKSN No 2., 23 Challis Street DICKSON ACT 2602 ABN: 79602359482
Ph: 1800878728 Email: info@vantagestrata.com.au
Printed: 09/04/2024 09:04 am User: Siti Nasir

Contracts Register
4632 Kingsborough B - Warehouse 10 Parbery Street, 9 The Causeway

Contractor Name and Address	Details of Duties	Delegated Powers	Basis of Renumeration	Commencement Date	Termination Date	Terms	Options	Copy of Agreement on File?	Workers Comp No
Kone Elevators BPAY 3/28-30 Essington Street MITCHELL ACT 2911	Lift Maintenance			01/09/2021	31/08/2024	1 year		N	
Kone Elevators BPAY 3/28-30 Essington Street MITCHELL ACT 2911	Roller Door Maintenance			01/10/2022	30/09/2025	3 years		N	
Maiden Cleaning 23 Bainton Crescent MELBA ACT 2615	Cleaning Services			06/08/2021	05/08/2024	3 years		N	
ONeill & Brown Fire PO Box 606 QUEANBEYAN NSW 2620	Fire Protection System Maintenance			14/12/2022	13/12/2025	3 years		N	
Origin Energy 130112 Locked Bag 304 SILVERWATER NSW 1811	Electricity Rates Agreement			23/10/2023	22/10/2025	2 years		N	
Pacific FM PO Box 891 MITCHELL ACT 2918	HVAC Maintenance			06/04/2023	05/04/2026	3 years		N	
Pacific FM PO Box 891 MITCHELL ACT 2918	Electrical Maintenance			06/04/2023	05/04/2026	3 years		N	
Raiders Plumbing	Hydraulic Maintenance								

	2 Booderee Place	**Delegated Powers:**			
	BANKS ACT 2906	**Basis of Renumeration:**			
		Commencement Date:	18/08/2022	**Termination Date:**	17/08/2025
		Terms:	3 years	**Options:**	
		Copy of Agreement on File?	N	**Workers Comp No:**	
Contractor Name and Address:	VANTAGE STRATA PTY LTD	**Details of Duties:**	Strata Management Agreement		
	PO Box 919	**Delegated Powers:**			
	DICKSON ACT 2602	**Basis of Renumeration:**			
		Commencement Date:	14/07/2023	**Termination Date:**	13/07/2024
		Terms:	1 year	**Options:**	
		Copy of Agreement on File?	N	**Workers Comp No:**	

Vantage Strata Pty Ltd
Level 4, DKSN No 2., 23 Challis Street DICKSON ACT 2602 ABN: 79602359482
Ph: 1800878728 Email: info@vantagestrata.com.au

OWNER LEDGER from 01/06/21 to 09/04/24
All Schedules

U/Plan: 4632 **Units:** 97 **Lots:** 97
Building Address: 10 Parbery Street, 9 The Causeway
:
Suburb: KINGSTON **State:** ACT **Post Code:** 2604
Building Name: Kingsborough B - Warehouse
GST?: Yes **ABN:** 95683054163
Manager: Vanessa Dix

Lot 4 Unit LG04 Otto's Retirement Pty Ltd

Date	Ref	Details	Debit	Credit	Balance	
01/06/21		**Opening Balance**	**$0.00**	**$0.00**	**$0.00**	
05/06/21	6	Special levies carried forward - Contribution Schedule Contribution Schedule	$1.60	$0.00	$1.60	DR
08/08/21	180	Standard Levy Contribution Schedule From: 01/09/2021 To: 30/11/2021 Contribution Schedule	$1,016.10	$0.00	$1,017.70	DR
08/08/21	568	Standard Levy Admin Supplementary From: 01/09/2021 To: 30/11/2021 Admin Supplementary	$41.85	$0.00	$1,059.55	DR
09/08/21	168	Receipt; Special levies carried forward - Contribution Schedule Levy Ref# 6	$0.00	$1.60	$1,057.95	DR
09/08/21	169	Receipt; Standard Levy Contribution Schedule for 01/07/2021 to 30/09/2021 Levy Ref# 180	$0.00	$1,016.10	$41.85	DR
01/11/21	181	Standard Levy Contribution Schedule From: 01/12/2021 To: 28/02/2022 Contribution Schedule	$1,016.10	$0.00	$1,057.95	DR
01/11/21	569	Standard Levy Admin Supplementary From: 01/12/2021 To: 28/02/2022 Admin Supplementary	$41.85	$0.00	$1,099.80	DR
01/11/21	471	Receipt; Standard Levy Contribution Schedule for 01/12/2021 to 28/02/2022 Levy Ref# 181	$0.00	$975.15	$124.65	DR
01/11/21	472	Receipt; Standard Levy Admin Supplementary for 01/09/2021 to 30/11/2021 Levy Ref# 568	$0.00	$41.85	$82.80	DR
01/02/22	182	Standard Levy Contribution Schedule From: 01/03/2022 To: 31/05/2022 Contribution Schedule	$1,016.10	$0.00	$1,098.90	DR
01/02/22	570	Standard Levy Admin Supplementary From: 01/03/2022 To: 31/05/2022 Admin Supplementary	$41.85	$0.00	$1,140.75	DR
18/03/22	955	Charge for arrears notice dated 18/03/2022 Contribution Schedule	$55.00	$0.00	$1,195.75	DR
18/03/22	862	Receipt; Standard Levy Contribution Schedule for 01/12/2021 to 28/02/2022 Levy Ref# 181	$0.00	$40.95	$1,154.80	DR
18/03/22	863	Receipt; Standard Levy Contribution Schedule for 01/03/2022 to 31/05/2022 Levy Ref# 182	$0.00	$1,016.10	$138.70	DR
		Interest Paid	*$0.00*	*$12.52*		

OWNER LEDGER from 01/06/21 to 09/04/24
All Schedules

U/Plan: 4632 **Units:** 97 **Lots:** 97
Building Address: 10 Parbery Street, 9 The Causeway
Suburb: KINGSTON **State:** ACT **Post Code:** 2604
Building Name: Kingsborough B - Warehouse
GST?: Yes **ABN:** 95683054163
Manager: Vanessa Dix

Lot 4 Unit LG04 Otto's Retirement Pty Ltd (Continued)

Date	Ref	Details	Debit	Credit	Balance	
18/03/22	864	Receipt; Standard Levy Admin Supplementary for 01/12/2021 to 28/02/2022 Levy Ref# 569	$0.00	$41.85	$96.85	DR
18/03/22	865	Receipt; Standard Levy Admin Supplementary for 01/03/2022 to 31/05/2022 Levy Ref# 570	$0.00	$41.85	$55.00	DR
18/03/22	866	Receipt; Charge for arrears notice dated 18/03/2022 Levy Ref# 955	$0.00	$55.00	$0.00	CR
28/03/22	915	Receipt; Standard Levy Contribution Schedule for 01/06/2022 to 31/08/2022 Levy Ref# 183	$0.00	$1,016.10	$1,016.10	CR
01/05/22	183	Standard Levy Contribution Schedule From: 01/06/2022 To: 31/08/2022 Contribution Schedule	$1,016.10	$0.00	$0.00	CR
01/05/22	571	Standard Levy Admin Supplementary From: 01/06/2022 To: 31/08/2022 Admin Supplementary	$41.85	$0.00	$41.85	DR
15/09/22	1288	Receipt; Standard Levy Admin Supplementary for 01/06/2022 to 31/08/2022 Levy Ref# 571	$0.00	$41.85	$0.00	CR
15/09/22	1289	Receipt; Standard Levy Contribution Schedule for 01/09/2022 to 30/11/2022 Levy Ref# 1018	$0.00	$162.55	$162.55	CR
15/09/22	1308	Receipt; Standard Levy Contribution Schedule for 01/09/2022 to 30/11/2022 Levy Ref# 1018	$0.00	$1,419.10	$1,581.65	CR
15/09/22	1309	Receipt; Standard Levy Admin Supplementary for 01/09/2022 to 30/11/2022 Levy Ref# 1406	$0.00	$162.55	$1,744.20	CR
27/09/22	1018	Standard Levy Contribution Schedule From: 01/09/2022 To: 30/11/2022 Contribution Schedule	$1,581.65	$0.00	$162.55	CR
27/09/22	1406	Standard Levy Admin Supplementary From: 01/09/2022 To: 30/11/2022 Admin Supplementary	$162.55	$0.00	$0.00	DR
01/11/22	1019	Standard Levy Contribution Schedule From: 01/12/2022 To: 28/02/2023 Contribution Schedule	$1,581.65	$0.00	$1,581.65	DR
01/11/22	1407	Standard Levy Admin Supplementary From: 01/12/2022 To: 28/02/2023 Admin Supplementary	$162.55	$0.00	$1,744.20	DR
13/12/22	1778	Charge for arrears notice dated 13/12/2022 Contribution Schedule	$55.00	$0.00	$1,799.20	DR

OWNER LEDGER from 01/06/21 to 09/04/24
All Schedules

U/Plan: 4632 **Units:** 97 **Lots:** 97
Building Address: 10 Parbery Street, 9 The Causeway
Suburb: KINGSTON **State:** ACT **Post Code:** 2604
Building Name: Kingsborough B - Warehouse
GST?: Yes **ABN:** 95683054163
Manager: Vanessa Dix

Lot 4 Unit LG04 Otto's Retirement Pty Ltd (Continued)

Date	Ref	Details	Debit	Credit	Balance	
03/01/23	1774	Receipt; Standard Levy Contribution Schedule for 01/12/2022 to 28/02/2023 Levy Ref# 1019	$0.00	$1,581.65	$217.55	DR
		Interest Paid	*$0.00*	*$27.30*		
03/01/23	1775	Receipt; Standard Levy Admin Supplementary for 01/12/2022 to 28/02/2023 Levy Ref# 1407	$0.00	$162.55	$55.00	DR
03/01/23	1776	Receipt; Charge for arrears notice dated 13/12/2022 Levy Ref# 1778	$0.00	$45.90	$9.10	DR
01/02/23	1020	Standard Levy Contribution Schedule From: 01/03/2023 To: 31/05/2023 Contribution Schedule	$1,581.65	$0.00	$1,590.75	DR
01/02/23	1408	Standard Levy Admin Supplementary From: 01/03/2023 To: 31/05/2023 Admin Supplementary	$162.55	$0.00	$1,753.30	DR
16/03/23	1804	Charge for arrears notice dated 16/03/2023 Contribution Schedule	$55.00	$0.00	$1,808.30	DR
01/05/23	1021	Standard Levy Contribution Schedule From: 01/06/2023 To: 31/08/2023 Contribution Schedule	$1,581.65	$0.00	$3,389.95	DR
01/05/23	1409	Standard Levy Admin Supplementary From: 01/06/2023 To: 31/08/2023 Admin Supplementary	$162.55	$0.00	$3,552.50	DR
01/06/23	2291	Receipt; Standard Levy Contribution Schedule for 01/03/2023 to 31/05/2023 Levy Ref# 1020	$0.00	$1,581.65	$1,970.85	DR
01/06/23	2292	Receipt; Charge for arrears notice dated 13/12/2022 Levy Ref# 1778	$0.00	$9.10	$1,961.75	DR
03/07/23	2349	Receipt; Standard Levy Contribution Schedule for 01/06/2023 to 31/08/2023 Levy Ref# 1021	$0.00	$1,581.65	$380.10	DR
		Interest Paid	*$0.00*	*$27.30*		
03/07/23	2350	Receipt; Standard Levy Admin Supplementary for 01/03/2023 to 31/05/2023 Levy Ref# 1408	$0.00	$162.55	$217.55	DR
03/07/23	2351	Receipt; Standard Levy Admin Supplementary for 01/06/2023 to 31/08/2023 Levy Ref# 1409	$0.00	$162.55	$55.00	DR
03/07/23	2352	Receipt; Charge for arrears notice dated 16/03/2023 Levy Ref# 1804	$0.00	$55.00	$0.00	CR
20/10/23	1857	Standard Levy Contribution Schedule From: 01/09/2023 To: 30/11/2023 Contribution Schedule	$1,364.75	$0.00	$1,364.75	DR

OWNER LEDGER from 01/06/21 to 09/04/24
All Schedules

U/Plan: 4632 **Units:** 97 **Lots:** 97
Building Address: 10 Parbery Street, 9 The Causeway
Suburb: KINGSTON **State:** ACT **Post Code:** 2604
Building Name: Kingsborough B - Warehouse
GST?: Yes **ABN:** 95683054163
Manager: Vanessa Dix

Lot 4 Unit LG04 Otto's Retirement Pty Ltd (Continued)

Date	Ref	Details	Debit	Credit	Balance	
20/10/23	2245	Standard Levy Admin Supplementary From: 01/09/2023 To: 30/11/2023 Admin Supplementary	$130.65	$0.00	$1,495.40	DR
01/12/23	1858	Standard Levy Contribution Schedule From: 01/12/2023 To: 29/02/2024 Contribution Schedule	$1,364.75	$0.00	$2,860.15	DR
01/12/23	2246	Standard Levy Admin Supplementary From: 01/12/2023 To: 29/02/2024 Admin Supplementary	$130.65	$0.00	$2,990.80	DR
04/12/23	2819	Receipt; Standard Levy Contribution Schedule for 01/09/2023 to 30/11/2023 Levy Ref# 1857	$0.00	$1,364.75	$1,626.05	DR
		Interest Paid	*$0.00*	*$16.83*		
04/12/23	2820	Receipt; Standard Levy Contribution Schedule for 01/12/2023 to 29/02/2024 Levy Ref# 1858	$0.00	$1,232.98	$393.07	DR
04/12/23	2821	Receipt; Standard Levy Admin Supplementary for 01/09/2023 to 30/11/2023 Levy Ref# 2245	$0.00	$130.65	$262.42	DR
14/12/23	2845	Receipt; Standard Levy Contribution Schedule for 01/12/2023 to 29/02/2024 Levy Ref# 1858	$0.00	$131.77	$130.65	DR
14/12/23	2846	Receipt; Standard Levy Contribution Schedule for 01/03/2024 to 31/05/2024 Levy Ref# 1859	$0.00	$1,102.33	$971.68	CR
14/12/23	2847	Receipt; Standard Levy Admin Supplementary for 01/12/2023 to 29/02/2024 Levy Ref# 2246	$0.00	$130.65	$1,102.33	CR
01/03/24	1859	Standard Levy Contribution Schedule From: 01/03/2024 To: 31/05/2024 Contribution Schedule	$1,364.75	$0.00	$262.42	DR
		Interest Due	*$2.81*	*$0.00*		
01/03/24	2247	Standard Levy Admin Supplementary From: 01/03/2024 To: 31/05/2024 Admin Supplementary	$130.65	$0.00	$393.07	DR
		Closing Balance	**$15,861.40**	**$15,468.33**	**$393.07**	**DR**
		Interest Due	**$2.81**		**$2.81**	**DR**
		Total Balance	**$15,864.21**	**$15,468.33**	**$395.88**	**DR**

Level 33, 101 Miller Street
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	**HU**0000009113
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	22/02/2024 to 22/02/2025 at 4:00pm
The Insured	THE OWNERS - UNITS PLAN NO.4632
Situation	10 PARBERY STREET KINGSTON ACT 2604
Additional description	ENCOMPASSES BLOCK 2, SECTION 50 OF KINGSTON ACT 2604

Policies Selected

Policy 1 – Insured Property
Building: $45,350,000
Common Area Contents: $453,500
Loss of Rent & Temporary Accommodation (total payable): $6,802,500

Policy 2 – Liability to Others
Sum Insured: $30,000,000

Policy 3 – Voluntary Workers
Death: $200,000
Total Disablement: $2,000 per week

Policy 4 – Fidelity Guarantee
Sum Insured: $250,000

Policy 5 – Office Bearers' Legal Liability
Sum Insured: $5,000,000

Policy 6 – Machinery Breakdown
Sum Insured: $100,000

Policy 7 – Catastrophe Insurance
Sum Insured: $6,802,500
Extended Cover - Loss of Rent & Temporary Accommodation: $1,020,375
Escalation in Cost of Temporary Accommodation: $340,125
Cost of Removal, Storage and Evacuation: $340,125

Policy 8 – Government Audit Costs and Legal Expenses

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

Policy 9 – Lot owners' fixtures and improvements (per lot)
Sum Insured: $250,000

Flood Cover is included.

Date Printed 22/02/2024

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

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	29/01/2024 to 29/01/2025 at 4:00pm
The Insured	COMMUNITY TITLE SCHEME - 32
Situation	10 PARBERY STREET KINGSTON ACT 2604

Policies Selected

Policy 1 – Community Property
Community property: $3,119,046
Community income: $467,856
Common area contents: $31,190

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: $467,856
Extended Cover - Loss of Rent & Temporary Accommodation/Community Income/Storage: $70,178

Policy 8 – Government Audit Costs and Legal Expenses
Part A: Government Audit Costs: $25,000
Part B: Appeal expenses – common property health & safety breaches: $100,000

Part C: Legal Defence Expenses: $50,000

Flood Cover is included.

Flood Cover Endorsement

Flood cover is included.

The following terms and conditions of Your Policy is hereby amended by this endorsement and should be read in conjunction with, and as forming part of Community Association Insurance Plan.

Policy 1, Exclusion 1. a. “caused by Flood” is hereby removed.

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Date Printed	02/02/2024

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 Block B

10 Parbery Street, Kingston ACT 2604

Scheme Number: 4632

COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 156904

18 November 2022

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...

REPORT CONTENTS

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 **10 Parbery Street, Kingston ACT 2604** .
1.2 Property Address
The property is situated at **10 Parbery Street, Kingston ACT 2604** .
1.3 Description of Building
The property is a mixed-use development comprising twelve 'shell only' retail/commercial lots and eighty-two residential apartments built in two buildings in the construction of four and six storeys. Vehicular accommodation is provided by a combination of single integral lock up garages at ground level and allocated car spaces in a secure shared basement level garage area. Access to the upper floors is by both internal and open stairs & lobbies and two passenger lifts. Common property includes a roof level recreation area, communal area, driveway paving and pedestrian thoroughfare. In accordance with the plans provided the date of registration is 2019.
1.4 Client
The Proprietors Kingsborough Block B.
1.5 Replacement Value
Recommended Insured Value: **$45,350,000 (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:		$34,040,000
Allowance for Cost Escalation:		
Design and Documentation: 9 Months		
Calling Tenders and Appraisals: 3 Months		
Construction Period and Fit-out: 12 Months		
Calculated at 6% over the period	$3,060,000	
Progressive Subtotal:		$37,100,000
Professional Fees:	$4,080,000	
Progressive Subtotal:		$41,180,000
Removal of Debris:	$1,700,000	
Progressive Subtotal:		$42,880,000
Cost Escalation for Insurance Policy Lapse period:	$2,470,000	
Progressive Subtotal:		$45,350,000
Recommended Insured Value:		**$45,350,000 (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 to medium rise building, reinforced concrete ground floor and timber framed upper floor to townhouses.

3.4.1.2 WALL STRUCTURE

EXTERNAL WALL CONSTRUCTION: Masonry.
EXTERNAL WALL FINISHES: Combination of concrete, face brick, and colorbond.

3.4.1.3 ROOF STRUCTURE

ROOF CONSTRUCTION: Steel/Timber framed low-pitched roof and reinforced concrete roof.
ROOFING: Cliplock, membrane and polycarbonate.

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

B

%

i &V &E – &
&
A: &E – & &O &&
I & &S– – 6&a &6QSk&BF: D&&
i &d J&DFCB&
&

&

Sec f YbUT &Rp& Yc e d &nYd SUdk&

e &BE& &B: AI & & &&
AE&p – &S J&A& &B: AI &
g YQ& &a &d J&ADBI HF&

%

e `© v %/y© %/ v x©% x % w©%C%FCEEEC%ae&
%VO%d % %y%

B B

PO Box 2412,
Tuggeranong DC ACT 2901

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

b B CP3bB nBQ b B

B

&

& &

&

y W Q y B
B

B B B B B B B B B B B B B B B B B B
B B B B B B B B B B B B B B B
B B B BB

B

3 QC y B
B

B BQ B BBCQ B BB

B

b B 9 9 C B
B

B B B B B B B B B B B B B B B B B B
B B B B B B B B B B B B B B B
B B B BB

B B B B B B B B B B B B B B B B B
B B B B B B B B B B B B B B B B B
B B B B B B B B B B

B

B B B B B B B B B	B
0 B B Bb B	B
6 BP B	B
B B B B B B B B	B

B

B

B

B

B B

9 b u W 3 o B
B

B B B B B B B B B B B B B B B B B B B
B B B B B B B B B B B B B B B B B B B B B B
B B B B B B B B B B B B B B B B B B B B B
B B B B B B B B B B B B B B B B B B
B B B B B B B B B B B B B B B B B B B B B
B B B B B B B B6 B B B B B B B B B B B
B B B B B B B B B B B B B B B B B B B
B B B B B B B B B B B B B B B B
B B B B B B B B B B B B B B B

B B B B B B B B

%Q B B B B B B B B B B B B B B B B B B B
B B B B B B B B B B B B B B B B B B B B B
B B B B B B B B B B B B B B B B B
B B B
%Q B B B B B B B B B B B B B B B B B B B
B B B B B B B B B B B B B B B B B B B
B B B B B B B B B B B B B B B B B B
B B B B B
%Q B B B B B B B B B B B B B B B B B B
B B B B B B B B B B B B B B B B B B B B B
B B B B B B B B B B B B B B B By B
C B B B B B B B
%Q B B B B B B B B B B B B B B B B B B B B
B B B B B B B B B B B B B B B B B B B B B B B B
B B B B B B B B

B B B B B B B B B B B B B B B B B B
B B B B B B B B B B B B B B B B B B B B B B B
B B B B B B B B B B B B B B B B B B B B
B B B B B B B B B B B B B B B BB

0 B B B B B B B B B B B BI BC B B B
B B B B B B B B B

I B B B B B B B B B B B B B B B B B
B B B B B B B B B B B B B B B B B B B B B B
B B B B B B B B B B B B B B B B B B B B B B B B
B B B B B B B BCB B B B B B B B B B B
B B B B B B B B B B B B B B B B B B B B B B B
B B B B B B B B B B B B B B B B B

B

B B B B B B B B B B B B B B B B B
B B B B B B B B B B B B B B B

B B B B B B BQ B B Bm B B B B B B B
B B B B B B B B B B B6 B B B
B B B B B B B B B B B B B B Bo Bm B
8 B B B B B B B B B B B B B

uB B B B B B B B B B B B B B B B B B B
B B B B B B B B B B B B B B B B B
B B B B B B B B B B B B B B B B B B B B B B

0 B B B B B B B B Bm B B B Bm B Bm B B
B B B B B B B B B B B

B B B B B B B B B B B B B B
B Bo B B B B B B B B B B B
B BC B BP B

B B

y 1y oBn WBny C QyC3B 9 9 C B

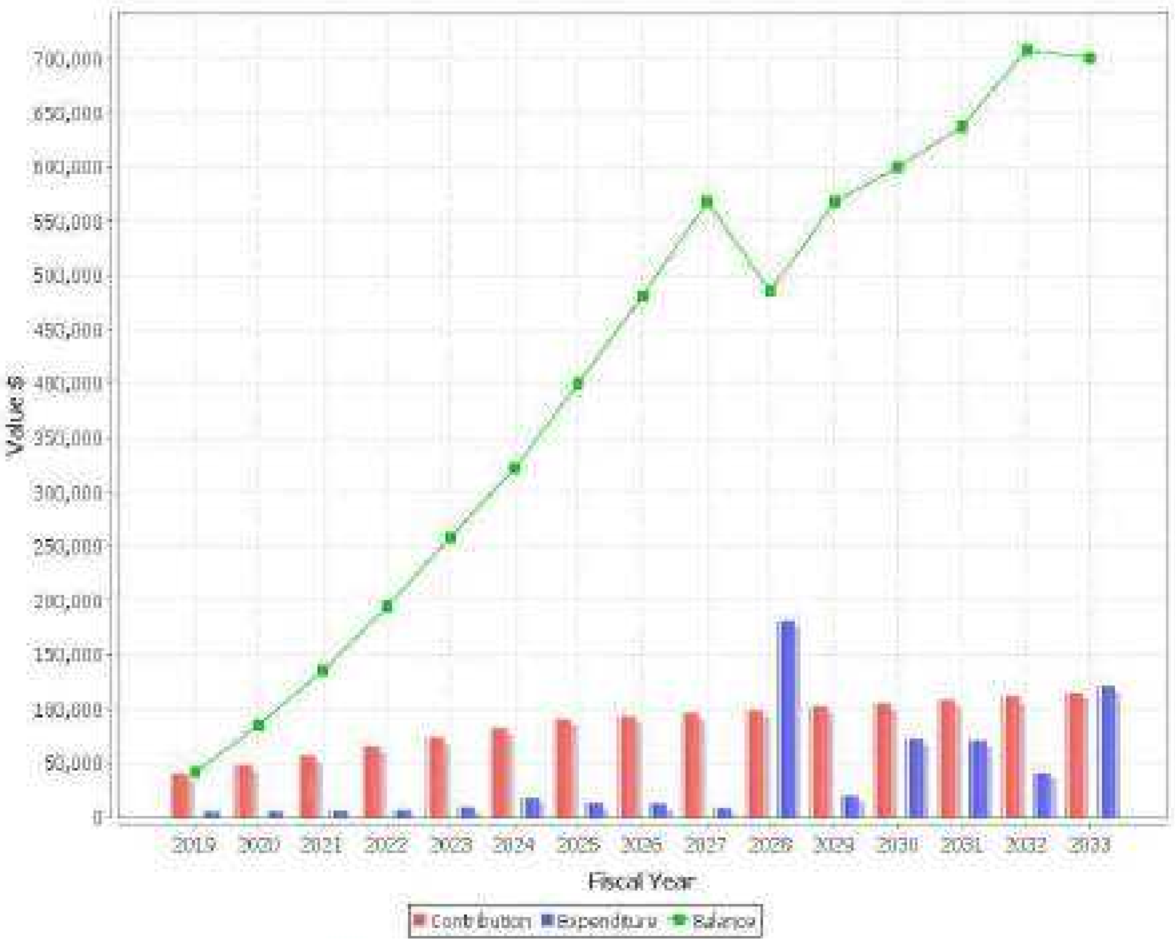
		BP	y		b	Q BP B
B B	n Bn B	P B B	Q B B C	Q B B b B	b Bb By Bb	Q BP Bb B B B
B	B					B
B	B					B
B	B					B
B	B					B
B	B					B
B	B					B
B	B					B
B	B					B
B	B					B
B	B					B
B	B					B
B	B					B
B	B					B
B	B					B
B	B					B

B

B
B

B

y 1y o Bn WBn bQC B9 b9 b B



B

B B

9 9 C B nBC C3Bn bQC Bb b Wy bB

8 B B	b u Bm B

b Q bB B

BQ B BBm B B

B Bb B B BB B Bu Bm ________B

u Bm B B B B

8 B B	b u Bm B

b Q bB B

BQ B BBm B B

B Bb B B BB B Bu Bm ________B

u Bm B B B B

8 B B	b u Bm B

b Q bB B

BQ B BBm B B

n y bB Bny y o B B

B6 B B B B B B B

B Bb B B BB B Bu Bm ________B

u Bm B B B B

8 B B	b u Bm B

b Q bB B

BQ B BBm B B

n y bB Bny y o B B

B B B B B B B

B Bb B B BB B Bu Bm ________B

u Bm B B B B

8 B B	b u Bm B

b Q bB B

BQ B BBm B B

y3b B B

BB B B B

ny bB bQ y B b9 B B

B B B B B B B B

B b B B BB/ B Bu Bm B

u Bm B B B B

8 B B	b u Bm B

b Q bB B

BQ B BBm B B

PC b9 b B B

B B B B B B B B B

b b C3B 1 B B

B B B B B B B B B B B

n y bB Bny y o B B

B6 B B B B B B B

ny bB bQ y B b9 B B

Bu B B B B B

bQ bC y BC bCB B

B B B B B B B

B b B B BB/ B Bu Bm B

u Bm B B B

B

8 B B b
u Bm B

b Q bB B

BQ B BBm B B

PC b9 b B B

B B B B B

W y b C B B

B B B B B

n y bB Bny y o B B

B B B B B B B B B
B

B Bb B B BB/ B Bu Bm B

u Bm B B B B

8 B B b
u Bm B

b Q bB B

BQ B BBm B B

PC b9 b B B

B B BQ6 B B B B

n y bB Bny y o B B

B B B B B B B

B B B B B B B

B Bb B B BB/ B Bu Bm B

u Bm B B B B

8 B B b
u Bm B

b Q bB B

B B B B B B B

BQ B BBm B B

n y bB Bny y o B B

B6 B B B B B B B

bQ bC y BC bC B B

BB B B B B B

B Bb B B BB/ B Bu Bm B

u Bm B B B B

8 B B b
u Bm B

b Q bB B

B B B B

B B B B B

B B B B

B B B B B

BQ B BBm B B

PC b9 b B B

B B B B B

b Bn b B B

B B B B

B B B B

B B B B B

n y bB Bny y o B B

B B B B B B B

y3b B B

BB B B B

B B B B

ny bB bQ y B b9 B B

B B B B B B B B

3 PPyb B B

B B B B

B B B B

nB B

B B B B B B B B B B

Cy b33B B

B B B B B

B B B B BB/ B Bu Bm B

u Bm B B B B

8 B B b
u Bm B

b Q bB B

B B B B B B B

BQ B BBm B B

b b C3B 1 B B

BB B B BB B

nB B

BB B B B B B

B B B B BB/ B Bu Bm B

u Bm B B B B

8 B B b
u Bm B

b Q bB B

BQ B BBm B B

PC b9 b B B

B B B B B B B B B

B B B B B B B

B

b b C3B 1 B B

B B B B B B B B B B B

n y bB Bny y o B B

B6 B B B B B B B

B B B B B B B

B B B B B B B

ny bB bQ y B b9 B B

Bu B B B B B

3 PPyb B B

B B B B B B B B

bQ bC y BC bC B B

B B B B B B B B

B B B B B B B

B Bb B B BB/ B Bu Bm B

u Bm B B B B

8 B B b u Bm B

b Q bB B

B B B B B B B

BQ B BBm B B

b Bn b B B

BB B B B B B B

n y bB Bny y o B B

B B B B B B B B B
B

y3b B B

BB B B B B B

B

3 PPyb B B

BB B B B B B B

bQ bC y BC bC B B

BB B B B B B

B Bb B B BB B Bu Bm B

u Bm B B B B

8 B B b
u Bm B

b Q bB B

B B B B B B B B B
B B B

BQ B BBm B B

PC b9 b B B

B B B B B

W y b C B B

B B B B B

n y bB Bny y o B B

B B B B B B B B B
B

B B B B B B B

nB B

B B B B B B B B B
B B

B Bb B B BB B Bu Bm B

u Bm B B B B

8 B B b
u Bm B

b Q bB B

B B B B B B B

B B B B B B
BQ B BBm B B
PC b9 b B B
BB B B B B B B B
W y b C B B
BB B B B B B B
b b C3B 1 B B
B6 B B B B B B B B B
n y bB Bny y o B B
B6 B B B B B B B
y3b B B
BB B B B
ny bB bQ y B b9 B B
B B B B B B B B
B B B B B B B B
B B B B B B B B
nB B
BB B B B B B
B B B B B B B B B B
bQ bC y BC bC B B
B BPP B B B B B
B Bb B B BB/ B Bu Bm B
u Bm B B B B

B

B

B

y b9 y bWBb b Wy bBP B bC B
B

y B	Q B Q B	B B C B	B 3 B B y B					B									B	B
b Q bB																		
B B B								B										B
B B B B								B										B
B B B								B										B
B B B								B										B
B B B B B B								B										B
B B B B B B B B B B B B				B	B	B	B	B	B	B	B	B	B	B	B	B	B	B
B B B B								B										B
BQ B BBm								B									B	B
PC b9 b B																		
B B B B								B									B	B
B B BQ6 B B								B										B
B B B B								B										B
BB B B B B B B				B	B	B	B	B	B	B	B	B	B	B	B	B	B	B
B B B B B B B								B										B
B B B B B B								B										B
B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B
W y b C B																		
BB B B B B								B										B
B B B B								B									B	B
b Bn b B																		
B B B								B										B
B B B								B										B
BB B B B B								B										B
B B B B								B										B
B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B

y B	Q B Q B	B B C B	B 3 B B y B					B									B	B
b b C3B 1 B																		
BB B B B								B										B
B6 B B B B B B B B				B	B	B	B	B	B	B	B	B	B	B	B	B	B	B
B B B B B B B BBB B				B	B	B	B	B		B	B	B	B	B		B	B	B
B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B
n y bB By y o																		
B6 B B B B B B				B	B		B	B		B	B		B	B		B	B	B
B B B B B								B										B
B B B B B B B B B B				B	B	B	B	B	B		B	B	B	B	B	B	B	B
B B B B B B B B B B				B	B	B	B	B	B	B	B	B	B	B	B		B	B
B B B B B								B									B	B
B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B
yBb B																		
BB B								B										B
B B B								B										B
BB B B B B								B										B
B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B
ny bB bQ y B b9																		
B B B B B B								B										B
B B B B B B B				B	B	B	B	B	B	B	B	B		B	B	B	B	B
Bu B B B B				B	B	B	B	B		B	B	B	B	B		B	B	B
B B B B B B								B										B
B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B
3 PPyb B																		
B B B								B										B
B B B								B										B
B B B B B B								B										B
BB B B B B								B										B
B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B

B
B

y B	Q B Q B	B B C B	B 3 B B y B					B									B	B
nB																		
BB B B B								B										B
B B B B B B B B B B				B	B	B	B	B	B	B	B	B	B	B	B	B	B	B
B B B B B B B B B																		B
B B B B B B B B B				B	B	B	B	B	B	B	B	B		B	B	B	B	B
B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B
Cy b33B																		
B B B B								B										B
B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B
bQ bC y BC bCB																		
B B B B B B								B										B
BB B B B								B										B
B B B B B								B										B
B BPP B B B B								B										B
B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B
B y Bo B B B	B	B	B		B		B	B B	B	B				B	B		B B	B B

B

B

B

B

B B

y b9 y bWBCQQ C3 BP B bC B
B

y B	Q B Q B	B B B	B 3 B B y B					B									B	B
b Q bB																		
B B B	B							B									B	B
B B B B	B								B								B	B
B B B	B								B								B	B
B B B	B							B									B	B
B B B B B	B								B								B	B
B B B B B B B B B B B	B								B								B	B
B B B B	B								B								B	B
BQ B BBm	B								B								B	B
B	B	B							B									B
PC b9 b B																		
B B B B	B								B								B	B
B B BQ6 B B	B								B								B	B
B B B B	B								B								B	B
B B B B B B B	B	B							B								B	B
BB B B B B B	B								B								B	B
B B B B B B B	B								B								B	B
B B B B B B	B								B								B	B
B	B	B							B									B
W y b C B																		
BB B B B B	B								B								B	B
B B B B B B B B	B	B							B								B	B
B B B B	B								B								B	B
B B B B B B	B	B							B								B	B
b Bn b B																		
B B B	B								B								B	B
B B B	B								B								B	B
BB B B B B	B								B								B	B
B B B B	B								B								B	B
B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B

y B	Q B Q B	B B B	B 3 B B y B					B									B	B
b b C3B 1 B																		
BB B B B	B								B								B	B
B6 B B B B B B B B	B								B								B	B
B B B B B B B B B	B	B							B								B	B
B B B B B B B B B B	B								B								B	B
B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B
nb Qy o B B																		
B B B B B B B B B	B	B							B								B	B
B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B
n y bB Bny y o																		
B B B B B B	B	B							B								B	B
B6 B B B B B	B								B								B	B
B B B B B	B								B								B	B
B B B B B B B B B	B								B								B	B
B B B B B B B B B	B							B									B	B
B B B B B	B								B								B	B
B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B
y3b B																		
BB B	B								B								B	B
B B B	B								B								B	B
BB B B B B	B								B								B	B
B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B
ny bB bQ y B b9																		
B B B B B B B B B B	B	B						B									B	B
B B B B B B	B								B								B	B
B B B B B B	B								B								B	B
B B B B B B	B	B							B								B	B
Bu B B B B	B								B								B	B

y B	Q B Q B	B B B	B 3 B B y B						B								B	B
B B B B B B	B									B							B	B
B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B
3 PPyb B																		
B B B	B								B								B	B
B B B	B																B	B
B B B B B B	B								B								B	B
B B B B B	B									B							B	B
B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B
nB																		
B B B B B	B	B								B							B	B
B B B B	B									B							B	B
B B B B B B	B	B								B							B	B
B B B B B B B B B B	B									B							B	B
B B B B B B B B B	B								B								B	B
B B B B B B B B B	B									B							B	B
B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B
Cy b33B																		
B B B B	B									B							B	B
B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B
3C B Bb y 9 b B																		
B B B B B B	B	B								B							B	B
B B B B B B B	B	B							B								B	B
B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B
bQ bC y BC bC B																		
B B B B B B	B									B							B	B
B B B B	B									B							B	B
B B B B B	B									B							B	B
B BPP B B B B	B									B							B	B
B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B
C3BCQQ C3 B	B	B	B						B								B	B

BP B B B B B B B B B B B B

B

b By n 9 C y B

B B B B B B B B B B B B B B B BB B B B
B B B B B B B B B B B B
B B B B B B B B B B B B B B B

b B B B B B B B B BB B B B B B B B
B B B B B B B B B B B B B B B B B B B B B B
B B B B B B B B B B B B B B B B B B B B B B
B B B B B B B B B B B B B B B B B B B B
B B B B B B B B B B B B B B B B B B B
B B B B

B B B B B B B B B B B B B B B B BB B B B B
B B B B B B B B B B B B B B B B B B B
B B B B B B B B B B B B B B B B B B B B B B B B
B B B B B BB B B B B BB B B B BB B B
B

B B B B B B B B B B B B B B B B
B B B B B B B B B B B B B B BB B
B B B B B B B B B B B B B B B B B B B
B B B B B B B B B B B B B B B B B B B B
B B B B B B B B B B B B B B B B B B B B B B B B
B B B B B B B B B B B B B B B B B B B
B B B B B B B B B B B B B B B B B B B B B
B B B B B B B B BB B B B B B B B B B B B
B B B B B B B B B B B B B B B
B B B B B B B B B B B B B B

B B B B B B B B B B B B B B B B B B
B B B B B B B B B B B B B B B B B B B B B B B
B B B B B B B B B B B B B B B B B B B B B
B B B B B B B B B Br CQB B B B B B
B B B B B B B B B B B B B B B B
B B B B B B B B B B B B B B B B B B B B
B B B

B B B B B B B B B B B B B B BB B B B B B
B B B B B B B B B B B B B B B B B BC B B B B
B B B B B B B B B B B B B B B B B B B B B
B B B B B B B B B B B B B B B B B B B

C bC B By bQ bWB

- % B B B B B B B B B B B B B B B
- % B B B B B B B B B B B B
- % B B B B B B B B B B B B B B B B B B B B B B B B B B B B B B B B B B B B B B
- % B B B B B B B B B B B B B B B B B B B B B B B B B B B B B B B

B


COMBINED
HYDRANT AND
SPRINKLER
BOOSTER
COMMUNITY
TITLE WATER
METER

B








B

B








B

B

Date of Issue 01/04/2019 **Volume** 2399 **Folio** 90 **Edition** 3

AUSTRALIAN CAPITAL TERRITORY

Certificate of Title

Land Titles Act 1925

Pursuant to S.44 of the Land Titles Act 1925, I certify that the registered proprietor is the owner of an estate in respect to the land described in this certificate. This Certificate of Title is subject to those unsatisfied mortgages and encumbrances, and any other interests to which the land is subject.

Dave Peffer
Registrar-General

LAND

Kingston Section 60 Block 29 on Deposited Plan 11629 with 97 units on Unit Plan 4632
Kingston Section 60 Block 36 on Deposited Plan 11629 with 97 units on Unit Plan 4632
Kingston Section 60 Block 35 on Deposited Plan 11629 with 97 units on Unit Plan 4632
Kingston Section 60 Block 30 on Deposited Plan 11629 with 97 units on Unit Plan 4632
Kingston Section 60 Block 31 on Deposited Plan 11629 with 97 units on Unit Plan 4632
Kingston Section 60 Block 41 on Deposited Plan 11629 with 97 units on Unit Plan 4632
Kingston Section 60 Block 32 on Deposited Plan 11629 with 97 units on Unit Plan 4632
Kingston Section 60 Block 38 on Deposited Plan 11629 with 97 units on Unit Plan 4632
Kingston Section 60 Block 37 on Deposited Plan 11629 with 97 units on Unit Plan 4632
Kingston Section 60 Block 40 on Deposited Plan 11629 with 97 units on Unit Plan 4632
Kingston Section 60 Block 39 on Deposited Plan 11629 with 97 units on Unit Plan 4632
Kingston Section 60 Block 33 on Deposited Plan 11629 with 97 units on Unit Plan 4632
Kingston Section 60 Block 34 on Deposited Plan 11629 with 97 units on Unit Plan 4632
Lease commenced on 15/02/2019

REGISTERED PROPRIETOR

Common Property:
The Owners-Units Plan No 4632
of Independent Strata Management GPO Box Canberra ACT 2601

REGISTERED ENCUMBRANCES AND INTERESTS

Registration Date	Registration Number	Description of Interest
		Original title is **Volume** NA **Folio** NA Purpose Clause: Refer Units Plan

No interests found

THIS IS A VALUABLE DOCUMENT. PLEASE KEEP IN A SAFE PLACE FOR FUTURE DEALINGS.
SEARCH THE CURRENT EDITION OF THE REGISTER BEFORE DEALING WITH THIS LAND.

Form 2

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

Sheet No 4 of 44 Sheets

SUE Form 07B

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
KINGSTON	**60**	**29-41**

Unit Plan No
4632

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	**UNIT ENTITLEMENT**	**UNIT SUBSIDIARIES**	**VOLUME**	**FOLIO**
1	17	5	2399	91
2	12	4	2399	92
3	12	4	2399	93
4	12	4	2399	94
5	16	4	2399	95
6	18	4	2399	96
7	12	4	2399	97
8	12	4	2399	98
9	13	4	2399	99
10	8	4	2399	100
11	12	4	2400	1
12	11	4	2400	2
13	8	4	2400	3
14	9	4	2400	4
15	12	4	2400	5
16	12	4	2400	6
17	9	4	2400	7
18	8	4	2400	8
19	12	4	2400	9
20	11	4	2400	10
21	6	4	2400	11
22	9	4	2400	12
23	12	4	2400	13
24	12	4	2400	14
25	9	4	2400	15
Aggregate				

THRC 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
2399	90

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

Dated Fourth this day of February 2019

Sharon Harmer
Delegate of the Authority/Executive

Dave Peffer
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

Form 2

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

SUE
Form 07B

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
KINGSTON	60	29-41

Unit Plan No
4632

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	9	3	2400	16
27	9	3	2400	17
28	9	3	2400	18
29	9	3	2400	19
30	9	3	2400	20
31	9	3	2400	21
32	9	3	2400	22
33	9	3	2400	23
34	9	3	2400	24
35	9	3	2400	25
36	9	3	2400	26
37	9	3	2400	27
38	8	3	2400	28
39	13	2	2400	29
40	8	3	2400	30
41	8	2	2400	31
42	8	2	2400	32
43	8	2	2400	33
44	8	2	2400	34
45	8	2	2400	35
46	8	2	2400	36
47	8	2	2400	37
48	8	2	2400	38
49	8	2	2400	39
50	8	2	2400	40
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
2399	90

TNRC PTY LIMITED BY
ITS ATTORNEYALFONSO 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 Fourth this day of February 2019

........................Sharon Harmer..................
Delegate of the Authority/Executive

Dave Peffer
Registrar-General
....
Deputy Registrar-General

Approved form AF 2005 – 231 approved by Danielle Krajina, Registrar-General on 25 July 2005 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 6 of 44 Sheets

SUE Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
KINGSTON	**60**	**29-41**

Unit Plan No
4632

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
51	8	2	2400	41
52	8	2	2400	42
53	8	2	2400	43
54	8	2	2400	44
55	8	2	2400	45
56	8	2	2400	46
57	8	2	2400	47
58	8	2	2400	48
59	8	2	2400	49
60	8	2	2400	50
61	8	2	2400	51
62	8	2	2400	52
63	8	2	2400	53
64	8	2	2400	54
65	8	2	2400	55
66	8	2	2400	56
67	8	2	2400	57
68	8	2	2400	58
69	8	2	2400	59
70	8	2	2400	60
71	8	2	2400	61
72	28	2	2400	62
73	17	3	2400	63
74	17	4	2400	64
75	8	2	2400	65
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
2399	90

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

Dated Fourth the day of February 2019

.... Sharon Harmer ....
Delegate of the Authority/Executive

Dave Peffer
Registrar-General

....
Deputy Registrar-General

Form 2

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

Sheet No 7 of 44 Sheets

SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
KINGSTON	60	29-41

Unit Plan No
4632

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
76	13	2	2400	66
77	17	3	2400	67
78	12	2	2400	68
79	17	4	2400	69
80	17	4	2400	70
81	8	2	2400	71
82	13	3	2400	72
83	18	8	2400	73
84	8	4	2400	74
85	1	0	2400	75
86	1	0	2400	76
87	1	0	2400	77
88	12	5	2400	78
89	19	5	2400	79
90	19	5	2400	80
91	11	5	2400	81
92	11	3	2400	82
93	14	5	2400	83
94	11	5	2400	84
95	11	3	2400	85
96	11	5	2400	86
97	14	4	2400	87
Aggregate	1000	295		

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
2399	90

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

Dated Fourth this day of February 2019

.............................Sharon Hermer..............
Delegate of the Authority/Executive

Dave Peffer
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

House Rules

UNITS PLAN 4632
Kingsborough Block B

Introduction

Living in Kingsborough is an opportunity to live in a community. As in any community, there will always be an element of 'give and take'. These rules have been framed in that spirit. They seek to maximise both the convenience, comfort, and privacy of the residents of Units Plan 4632, as well as the ability of residents to individually and collectively enjoy all that the Kingsborough life has to offer.

At all times and in all matters, the Schedule of the Unit Titles (Management) Act also applies.

The house rules should be reflected as an integral part of any leasing arrangement between a unit owner and the tenant.

Complaints

A resident wishing to report an infringement of these rules, that cannot be resolved personally, should report the matter in writing to:

The Managing Agent
"Kingsborough Block B"
Vantage Strata
PO Box 206, Civic Square, ACT, 2608.

Please note that the Body Corporate can only take action of the complaint is in writing. Complainants should identify the offender, or their unit number, as well as the time, date and nature of the offence.

Verbal and/or anonymous complaints will not be acted upon.

Incidents that infringe particular laws of the ACT, such as noisy parties or trespassing, should be referred to the ACT Police, especially late at night or where your personal safety is threatened. Police attendance can be requested by phone on 131 444.

Noise

All residents should have the benefit of quiet enjoyment of Kingsborough B Block. However residents also recognize that a reasonable level of noise is part and parcel of living in a diverse and active community.

1. Residents must avoid causing any noise (music, television, loud voices, washing machines, dryers, spas, etc.) at a level which may unduly disturb other residents.
2. Consistent with Australian Capital Territory legislation, residents should take particular care to avoid noise disturbances at the following times:
   a. 10PM to 8AM on Sundays and public holidays, and
   b. 10PM to 7AM on other days.

Notes

- Residents are reminded that noise penetrates easily into other units, particularly through balcony doors and windows. Such noise includes (music, television, loud voices, washing machines, dryers, spas, etc.)
- ACT legislation permits a higher level of noise for New Year's Eve parties from 6PM 31 December to 12.30AM 1 January.

Vehicles and Parking

Car parks and driveways are shared spaces between drivers and pedestrians. These rules seek to ensure resident safety, effective traffic flow and cleanliness.

3. When parking in the underground garage, residents must only park their vehicles in their unit's allocated car space.
4. Vehicles should not be parked in a manner which may cause an obstruction to others. This includes not blocking or parking in other residents' car parking space (except with express consent) or parking on the concrete access driveway or on landscaped areas.
5. Visitor parking bays should only be used by *bona fide* visitors and not as an additional carpark for residents.
6. Vehicles must comply with all road signs within the complex, including speed limits (currently 8 kph) and signs directing traffic flow.
7. Residents must clean up any oil spills caused by their vehicles or those of their guests.
8. Children are not permitted to play on the common property driveway areas or in the underground parking areas.
9. Residents must not wash their cars in the car park.
10. Fire hydrants must not be used by residents for the purpose of washing vehicles.

Garbage and Recycling

These rules seek to ensure that garbage is disposed of correctly to maintain Kingsborough's amenity and to ensure environmental sustainability. Residents are encouraged to make use of recycling facilities available in Kingsborough.

11. Residents must only use the **garbage hopper** for domestic waste only. All rubbish must be placed in the hopper and the hopper lid closed after use.
12. All rubbish should be enclosed in an acceptable outer container, such as an approved garbage bin liner and fastened securely.
13. Large boxes should be collapsed and freed from foam or other contaminated matter before being placed in the recycling bins.
14. Garbage or recycling should not be placed on the floor in front of the garbage hopper, recycling cupboards or on the floor of the garbage area.
15. Household items such as furniture, bedding etc must not be placed in either the garbage or recycling hoppers.

Appearance

These rules seek to preserve the safety, amenity, appearance and value of individual and communal property for the benefit of all residents, and to maintain a sense of community and common interest.

16. Residents must maintain their units so that other units are not adversely affected in terms of hygiene, appearance or value.
17. Rugs, mats, sheets, blankets, clothing etc. should not be draped over balcony railings.
18. No permanent washing structures are permitted on balconies. Collapsible washing lines are permitted but should be used in a manner in keeping with resident safety, and the amenity and appearance of the property.
19. Balconies are not to be used as a storage area.
20. Christmas lights are permitted to be installed on individual balconies, on the following conditions:
    a. Lights must be installed no earlier than 1 December and must be removed no later than 7 January.
    b. Lights must not be permanently affixed in any way.
    c. Flashing lights are not permitted between the hours of 10.00om and 7.00am.

Notes

- Rule 19 is not intended to prohibit residents from placing items on their balcony (eg: a bicycle or outdoor furniture). It seeks to prevent residents from using balconies in a manner akin to a storage cage.

Smoking

These rules aim to provide an environment that will allow all residents the benefit of smoke free enjoyment of Kingsborough B Block.

21. Smoking (including the use of e-cigarettes) is not permitted in any of the common areas, including the lifts, foyers, hallways, corridors, amenity areas or basement car parks.

22. Cigarette butts and ash should be disposed of appropriately. In particular, these should not be thrown over the balconies or discarded in any part of the common property.

Notes

- Residents are asked to be mindful of the effects of second-hand smoke emanating from their private property and into neighbouring units.

Legal Fee Recovery

23. If the Owners Corporation incurs legal fees as a result of the conduct of an owner (including for the recovery of a debt owed to the Owners Corporation), the owner shall be liable to pay to the Owners Corporation the amount of the legal fees incurred by the Owners Corporation in undertaking legal action against the owner.

Vandalism and damage

These rules aim to protect the safety, amenity, appearance and value of the property for the benefit of all residents, and to maintain a sense of community and common interest.

24. An occupant or visitors must not damage any part of the common property. Occupants are liable to reimburse the Owners Corporation for expenses arising from rectifying damaged caused by themselves or their guests.

Animals/Pets

These rules aim to create a safe environment for all residents and pets, while ensuring the personal safety and enjoyment of residents.

25. In accordance with Section 32 of the *Unit Titles (Management) Act 2011*, animals are not permitted unless the Owners Corporation gives written approval.
26. The Executive Committee is authorised to make determinations regarding keeping of animals after all criteria have been met by the applicant.
27. Approvals will only be considered for a maximum of two animals to be kept in any unit at any one time, subject to the discretion of the Executive Committee.
28. Permission to have a pet is not transferable to a new owner or tenant of an apartment, or to current residents replacing an approved pet.
29. The Committee will keep under review any permission that has been given. Approval to keep a pet can be withdrawn at any time if the pet causes a nuisance to another resident or other residents.
30. Pets owners are responsible for any damage or soiling of any common.
31. All pets must be kept on a lead when moving around Block B premises.

Notes

- Guidelines for obtaining approval are Attachment 1 to these rules.

Alterations

These rules aim to protect the safety, amenity, appearance and value of the property for the benefit of all residents, and to maintain a sense of community and common interest.

32. Alterations and additions must not be undertaken without the prior written consent of the Owners Corporation.
33. Approval will not be unreasonably withheld. Approval is unlikely to be given to any alterations that will impact on the privacy/amenity of another resident or that is not in keeping with the general appearance of the complex.
34. (i) Apartment unit front doors are Fire Rated - security screen doors, deadbolts, and peepholes are not permitted to be installed to the front doors of the unit.

    (ii) Terrace unit front doors are permitted to have security screen doors, deadbolts, and peepholes ensuring that application is sought by the Executive Committee.

<u>*Notes*</u>

- Alterations include the erection of any structure (such as external blinds, screens, pergolas, awnings, satellite dishes or other shade devices), painting or otherwise altering the external façade or appearance of the building, modifications of any air conditioning, heating or ventilation system or associated piping or ducting servicing a unit.
- Painting of the unit front door will be considered, ensuring that approval is sought from the Executive Committee in the first instance.
- All requests for alterations should be forwarded to the Strata Manager for consideration by Executive Committee. (In the case of tenants, requests should be submitted to the managing Real Estate Agent.)

Access and Safety

We aim to protect the safety of all residents.

35. All faults with the security system and/or individual residents' access cards should be reported to the Managing Agent.
36. All residents and their guests must ensure that security doors are closed firmly after entering or leaving the building.
37. Unknown or unauthorised persons must not be admitted to the building.
38. Residents are not to store any items in common property areas including entrance foyers, stairwells, access pathways or in vehicle parking spaces. The storage cages provided for units are to be used for this purpose.
39. Fire Doors must not be propped open or interfered with in any way. Fire equipment such as extinguishers and hoses must not be used except in case of an emergency. Please note this is a requirement under law and corporate and personal fines will be issued by the Fire Brigade for non-compliance (ACTFB Policy May 2003).

Notes

- The Owners Corporation is unable to provide after hour's access to residents if locked out of the building. In these instances, residents should make alternate arrangements, for example, leaving an additional set of access keys with a friend or relative.
- CCTV is installed within the common areas of B Block. However, access to the footage is restricted to ACT Police and/or the Building Manager.

Evacuation from the Building in an Emergency

40. Residents should familiarise themselves with the location of their nearest emergency exit. Signs are located in each of the corridors, foyers and basement levels to indicate to residents and their guests the nearest emergency exit and the location of emergency equipment.

Notes

- In the event of an evacuation, and in the event that it is safe to do so, residents are reminded to take their your swipe cards and unit keys with them to enable them to re-enter the building when it is cleared by the Fire Brigade.

Real Estate Signs

41. Unit owners are not permitted to display any signs in any visible external windows to their unit or on the common property except with the prior approval of the Executive Committee.
42. Signs including real estate "For Sale" and "To Let/Lease" signs are not permitted to be erected on the common property unless permission is given by the Executive Committee.
43. Under no circumstances are real estate signs to be erected in the perimeter garden or lawn area.
44. Rectification of any damage caused as a result of the erection of real estate signs, will be the responsibility of the unit advertised for sale.
45. Real estate signs are to be removed immediately upon sale or lease of the property, and are not to remain erected with the "Sold" or "Leased" stickers affixed.

General

46. The Owners Corporation does not accept responsibility for any personal property removed, damaged or stolen from common property areas, the underground car park or from individual units or storage cages.
47. The basement car parking area, including individual storage cages, are not waterproof. The Owners Corporation does not accept responsibility for damage to any property as a result of water.
48. No shopping trolleys are to be left inside the building, on common property areas, or on the surrounding garden/grassed areas at the complex.
49. Residents must co-operate with the gardener employed to maintain the common area and any other tradesperson employed by the Body Corporate whilst in the performance of their duties.
50. Residents and their guests shall not walk across garden beds and shall not use lawns as a thoroughfare.
51. The use of barbeques on balconies must not unreasonably cause an inconvenience to other residents.
52. Birds or possums are not to be fed from the balconies.

53. Letterboxes must be emptied of all junk mail on a regular basis. It is the owner's responsibility to ensure that unoccupied units have their mail boxes emptied.

54. Graffiti of any description is not permitted on any area of Block B. Any graffiti should be documented and a report lodged with the Managing Agent immediately.

55. Permission must be sought for sandwich boards or other advertising material to be placed on the common property.

Special Privilege

56. The Unit Owner of 207/10 Parbery Street (Lot 24) is granted Special Privilege, until revoked, to extend the boundaries of the unit balcony.

    a. all costs associated with construction and the extension, including maintenance, are payable by the Unit Owner of Lot 24;

    b. all relevant power usage consumption will be sourced from the private lot and not the Common Property.

Residents and their guests are requested to abide by these rules, give consideration to others living at the development and help to maintain the appearance and value of the complex

VANTAGE STRATA
BUILDING A TRUST

MINUTES OF THE

EXECUTIVE COMMITTEE MEETING

OF CTS 32 KINGSBOROUGH VILLAGE

Venue: Zoom Teleconference

Date: Monday, 31 January 2022

Time: 5:30PM

Present: A Kerr (Block A), M McKeon and A Qureshi (Block B), N Chapman (Block C), B Rayner and J Regen-Beasley (Block D), P Johannessen and M Knaus (Block E) with T Brissett and J Smith representing Vantage Strata

Apologies: A Fava (Block A)

MEETING FORMALITIES

1. **Conflict of Interest (review agenda and declare any conflict of interest).**

   M Knaus declared the position held is on behalf of TRNC.

AGENDA

2. **Reports:**

   a. Chair Report M McKeon

   The Chair welcomed the new representative from E Block, Mr Johannessen. The Chair thanked the outgoing E Block representative, Mr Gasson, for his contribution to the CT EC.

   b. Secretary Report Not applicable.

   c. Treasurer Report J Regen-Beasely

   The Treasurers report provided the meeting with an overview of the CT bank balances and provided an overall financial health update. The amounts noted also included overpayments from Kingsborough D, Powerhouse. The Treasurer also noted one block is currently in arrears, with Vantage Strata to progress recovery accordingly.

   <u>Action 1/2022 Vantage Strata to progress with LJ Hooker the payment of CT contribution from Block C, which is in arrears.</u>

   The report overall was brief, as financial discussions were outlined on the agenda for discussion.

3. **Decisions Out of Session (ratification):**

   a. Security Patrols

   b. Cylinder replacement

   All Committee Members approved, the engagement of S1 Security alongside ASI Locksmiths as part of the evolving insurance theft claim.

   The Committee also discussed the number of keys approved for distribution and noted the expectation for like for like to be provided to Residents. The possibility of getting the complex back to a one-key system was also discussed, with Vantage Strata advising all Members the potential to complete a staged approach and re-keying individual apartments will depend on costs incurred and the total coverage per policy.

   <u>Action 2/2022 Vantage to liaise with insurance company and advocate for a one key system to be returned to the village at no cost to the OC</u>

4. **Financial Matters (update):**

   a. Update on levy contributions per block (Missing Funds).

   b. Strategy on financial management moving forward.

   J Smith from Vantage Strata provided the meeting with an update on the internal financial audit being completed and the definite financial position of CTS32. It was noted that financial statements have been received from previous managers allowing Vantage to further investigate. Vantage Strata noted the internal audit is due to be completed early February with findings relayed to Committee Members accordingly.

   It was also noted that it is good practice for CTS32 to undertake a financial audit through an external firm following the allocation audit that Vantage have been conducting.

   <u>Action 3/2022 - Further CT EC meeting to be scheduled as soon as financial audit is complete</u>

5. **Action Item / Task List (Attached):**

   a. **Review Action Item / Task List**

      i. **Gardening Scope**

      Committee Members were in principle supportive of engaging All Seasons to manage the CTS grounds. It was noted that All Season be engaged until the end of financial year with a long-term review to occur thereafter, and to be provided the opportunity to requote on the shorter timeframe

      Clarification was requested in terms of locations, as individual blocks have plants and small garden areas that require maintenance and are outside of CTS functions. It was agreed for Vantage Strata to seek clarification on the areas covered in the provided scope.

      <u>Action 4/2022 - Vantage to clarify scope, and cost of the gardening contract and seek confirmation from EC on next steps</u>

ii. Traffic Management

T Brissett noted there are no further updates in terms of traffic management, as contractors have not been able to attend site.

Though no updates were relayed, Committee Members discussed the overall requirement and briefly discussed considerations such as noise, vibrations, and safety components. M Knaus also advised the meeting traffic engineers are the most suitable for this type of work.

The Committee agreed to the removal of the speed humps in the exit driveway, similar to the entry driveway.

<u>Action 5/2022 - Vantage to update committee on progress of traffic management at the next EC meeting</u>

iii. Surveyor/Split Obligation update

It was agreed for CTS32 to pursue surveyors, Monteath & Powys, to split CTS32 obligations before engaging legal services. It was agreed that determining individual block obligations was the priority.

iv. Timber Tables

It was noted that Thors Hammer has attended and provided an invoice for oiling the external common property timber tables. It was noted this was incorrectly scheduled and undertaken, as M Knaus specifically they requested they not attend. While ownership of the tables will be determined with Monteath and Powys, it was agreed for CTS32 to pay the invoice in this instance.

b. Alteration Form presentation

Vantage Strata submitted a *Use of Common* application form for the commercial tenancies to complete, as they are currently utilising Common Property without the appropriate approval and guidelines in place.

It was agreed for Vantage Strata to provide the approved alteration form to the individual tenancies.

c. Building Management Office Relocation

M Knaus obtained a relocation quote on behalf of the Committee taking the current office from A Block to B Block. Members present discussed the quoted amount and discussed if the relocation is a priority, or if the relocation can be deferred until the CTS holds a strong financial backing. Members also questions to requirement for an office to be provided to the Building Manager and questioned if it should be the responsibility of the CTS32.

It was ultimately agreed to defer the relocation until a financial audit is undertaken and the Committee can determine if funds are available for the project. While the office relocation has been deferred, the requirement to safely house complex keys and access passes was discussed.

Action 6/2002 - Vantage to come back to the committee with the minimum requirement for the secure placement of the security and access equipment

d. Contracts review

Discussion in other points throughout the meeting and discussed in other points, such a financial management and update.

e. CTS Commercial Cleanliness

The meeting raised concerns with the overall cleanliness of the commercial tenancies, as they have been observed leaving equipment outside, alongside leaving rubbish out or incorrectly disposing of rubbish in facilities not available for them. It was also noted seating expands beyond boundaries allocations and is left loose, which creates a significant safety and security risk for the Community Title.

It was agreed for Vantage Strata to contact the commercial tenancies directly and discuss the concerns raised and expectations moving forward.

Action 7/2002 SM on behalf of the CT to write to the tenants, cc the owners, requesting the commercial tenancies to remain within their unit entitlement and leave the village square in a tidy state.

6. New Business:

No new business.

8. Next Meeting (date):

Between next Wednesday and Friday   to be confirmed.

9. Meeting Closure

With no further business, the meeting closed at **7:10pm.**

VANTAGE STRATA
BUILDING A TRUST

MINUTES OF THE
EXECUTIVE COMMITTEE MEETING
OF UNITS PLAN NO 4632

Venue: Zoom Teleconference

Date: Wednesday, 9 February 2022

Time: 05:00PM

Attendance: A Qureshi, D Steele, D Capezio, K Wijnberg, K Nicholson, M McKeon and R Crawford with T Brissett representing Vantage Strata

Apologies: Nil

Minutes By: R Crawford

MEETING FORMALITIES

1. **Conflict Of Interest (review agenda and declare any conflict of interest)**

   No conflict declared.

2. **Previous Minutes (adoption)**

   Adoption and acknowledgement of previous minutes, being the minutes from the Executive Committee meeting held 14 December 2021.

CARRIED

AGENDA

3. **Reports:**
   a. Chair Report if applicable
      i. Community title meeting has been held minutes not issued
         1. Budget
         2. Budget tracking has been done and 2 transactions are still in query
         3. Block B transactions appear correct to date
      ii. Traffic Management Consultant will be engaged
         1. The speed bumps will be removed to be replace with other device
         2. Traffic Management consultant to be engaged for advise
         3. Notice to be issued to residents remining them of the speed limit and the requirement.
         4. Territory Traffic and Locktan Traffic to be approached as Traffic Engineers and what engineering solutions can be implemented.

iii. Gardening
1. Quotes going out for new contractor
2. Offer made by developer, and this has been accepted to do a refresh of the garden at handover.
3. Scope of new contract to be reviewed, Block B roof top gardens to be included or separate arrangement will need to be needed

iv. Security Concern
1. Block A security building manger office was broken into and keys were taken for common and bins
2. Security camera data base was damaged
3. Access control data base was damaged
4. New keys will need to be issued
5. Better controls over all of these items to be discussed at Common Title
6. Building Manager office relocation in the order of $16,000 to warehouse basement.

v. CT management Plan
1. An approach has been defined and a QS and lawyer to be engaged to define this. To be voted on once CT finances are able to support.

b. Secretary Report not applicable
c. Treasurer Report if applicable
   i. CT committee
      1. B Block representatives made the point at the CT that we are reluctant to propose a special levy to pay for additional services, and we needed to prioritise within CT budget which may lead to delays
      2. CT committee only budgeted $10K for consultations, vote was that now new levies to be created, therefore items may be delayed as items are done in order of priority.

4. Insurance:

a. Update on on-going insurance claims.
b. New insurance premium received at an increase of $10K
c. Don/ Teagan have met with insur B B B B BTx for updates on scope and timing of repairs progress is still slow. Next meeting is scheduled for Thursday 10th February.
d. Last update from CHU was December 2021
e. Don advised Construction Control have referred CHU to Cap Corp (d B) for shophouse works.
f. Tegan advised Vince has requested that the EC acknowledge that Cap Corp is an owner as well as the potential consultant fixing the works. EC Agreed and will be returned from Chair in email reply to the request.
g. Once Cap Corp is engaged, Keirin and Ruth to meet with the insurances in lieu of Don to protect the EC from conflict of interest.

5. Action Item / Task List:

a. Pest Control
   i. Last years request for adhoc pigeons pest control approved
   ii. New request for adhoc one off visit for pest control to B B B and block off
   iii. Request from residents for general insect spray/ cobwebs in generals areas
   iv. Window cleaning - inaccessible windows cobwebs to be cleared with windows B B B B B B B B B B B B after roof repairs.

b. Common Laundry
   i. There is still one (1) broken washing machine - Tegan requested permission from EC to repair it. Agreed by all EC members

c. Bird Spikes
   i. Correct location to be identified in original tasking - EC members agreed for Tegan to action. Matt (building manger) has the removed bird spikes for re-installation by Matt (building manager).

6. Items off the floor:

a. Security break in item for CT Committee
   i. Camera needs to be backed up offline
   ii. An Audit of keys and fobs needs to be conducted
   iii. Governance around the issuing of the fobs needs to be confirmed with vantage and building manager
   iv. Vantage advised that the security manager was able to retrieve the fob listing
   v. Vantage to create fob register
   vi. Can we go back to independent prior to re-creating a new listing

b. Building Manger
   i. The relationship between the SM and the BM needs further refinement to clearly articulate roles and responsibilities. EC actions are not always carried through in B B House Rules
   ii. Legislation change in 2020 that needed to be lodged by the Strata manager from AGM 2019, needed to be submitted within 3 months.
   iii. Consecutive AGM amendment
      1. B B B B B Structural B B B B B B B in the NCCC.

c. DA application needed to be submitted by Strata Manager B B B B B
   i. Both house rules and DA application to be considered at new AGM to consider these items.
   ii. It was agreed to accept the offer of Vantage Strata to schedule a General Meeting so the balcony application can be agreed once again and lodged with the House Rules.

d. Public carpark on causeway - B B B B B
   i. Don raised concern that there is rubbish, general pruning of the garden beds,
   ii. Car Breakins (glass clean up)
   iii. Broken signs
   iv. B B B B B B B B B B B Access Canberra
   v. 7 B B B B B B B B B B B B B B B are seen.

e. Building Manger report
    i. Query raised about how are the items in the building mangers report actioned
    ii. Cinema -
        1. Contractor to be referred to projector fix (timing out/ overheating)
        2. Trees / garden shurbs to be cut back to access panel and light switch
    iii. Roller shutters to be maintanined
    iv. Basement clean to be notified to all residents
    v. Loading Zone in lieu of commercial trucks parking in the shophouse alleyway. Suggested that a permeant B B B B Bwhere food truck in normally parked. To be taken to the CT committee.
f. Basement items
    i. A draft letter will be issued with the minutes for EC approval, so that Building Manager can issue to residents as they come up (attach to items etc).
g. Shared Space/ Commercial Spaces
    i. Vantage has provided a 26 page report on the community title general use by commercial spaces. This has not yet been considered by the CT committee yet.
    ii. Bike shop - Cardboard to be removed and all items to be removed into the shop at night
    iii. Café - all items to be removed into the shop at night
    iv. The unit entitlements are covered by B Block, but the common area is the responsibility of the CT.
    v. Kathy noted that there is a difference between the community expectation and the strict reading of the rules.
h. Block B runs as a split budget
    i. B Block operates under a split budget arrangement, with most of the OC costs shared by all units, with a seperate levy made against the Warehouse and Shophouse owners. The seperate levy is intended to cover the lift maintenance, and the levied amount this year was insufficient to cover the scheduled costs. As the budget is developed for next year, items that are exclusively used by the Warehouse and Shophouse, such as fire systems, should be covered by the seperate levy.

7. Pet Applications:
No applications received.

8. Erections and Alterations (Applications):
No applications received.

9. Next Meeting (date):
Teagan to provide the Committee with potential meeting dates.

Note: monthly meetings will incur Schedule B charges as outlined in the Management Agreement.

10. Meeting Closure:

i

[i] *The Executive Committee should familiarise themselves with the following schedules outlined in the Unit Titles (Management) Act 2011 (UTMA):*

B B Be B Be B B

B B Bp Be B B

A copy of the UTMA can be downloaded by using the link below:
www.legislation.act.gov.au/a/2011-41/current/pdf/2011-41.pdf [i]

VANTAGE STRATA
BUILDING A TRUST

MINUTES OF THE
EXECUTIVE COMMITTEE MEETING
OF CTS 32 KINGSBOROUGH VILLAGE

Venue: Zoom Teleconference

Date: Tuesday, 1 March 2022.

Time: 5:30PM

Present: A Kerr (Block A), M McKeon and A Qureshi (Block B), B Rayner and J Regan-Beasley (Block D), P Johannessen and M Knaus (Block E) with T Brissett and J Smith representing Vantage Strata

Apologies: N Chapman (Block C)

Absentee: A Fava (Block A)

MEETING FORMALITIES

1. Adoption of previous Minutes

Adoption and acknowledgement of previous minutes, being the minutes from the Executive Committee meeting held 31 January 2022.

CARRIED

Secretarial Note: *The previous minutes are adopted and acknowledged with the note that Vantage Strata will reach out to the commercial tenancies and cc the Owners of the lot in.*

AGENDA

1. Reports:

a. Chair Report M McKeon
The Chair spoke to the meeting about conversations with Vantage Strata regarding streamlining future Executive Committee meetings and noted the expectations when receiving agendas and information.

b. Secretary Report Not applicable

c. Treasurer Report J Regan-Beasley
The Treasurer provided the meeting with an update on the financial accounts and noted no outstanding liabilities beyond the financial audit. It was noted the Community Title currently has a combined total of $68,485.18, with $58,931.96 in the Administration Fund and $9,553.22 in the Sinking Fund.

Members present questioned outstanding invoices that may factor into the current financials. The Treasurer and Vantage Strata both confirmed all accounts received have been paid for with no pending responsibilities. The meeting also discussed the changeover in gardening contractors with the Treasurer confirming the structure of the financials will cover any potential increases or discrepancies.

It was agreed for financial statements to be included in all future agendas, noting recent financials will be included in the Minutes.

2. Financial Matters:

The Treasurer provided an in-depth update on the matter of levy contributions between Block D and the Community Title, noting significant progress was made following a meeting held 28 February, with J Regan-Beasley (Treasurer), A Qureshi (EC Member), J Smith (Vantage GM) and M Mcntyre (Vantage CFO) all in attendance.

The below summary was relayed to all Members:

1. The accounts as agreed at the 2020 Community Title AGM indicated that all balances payable to the Community Title from individual blocks were zero as of 31 May 2020.
2. The 2020 Community Title AGM agreed an annual contribution for all blocks of $226,000, including the Sinking F B B B B B B B
3. Block D made two contributions in 2020 after 31 May 2020: $5,000 on 11 June 2020, and $15,303.36 on 2 September 2020. While both contributions were received by the Community Title bank account while under IPG control, neither was reflected on the 2020-2021 general ledger.
4. Block D made two additional contributions to the Community Title while it was under the management of LJ Hooker - $25,000 on 28 April 2021, and $15,910.10 on 30 April 2021. Both amounts were received by the Community Title bank account.
    a. While these were reflected in the Community Title Ledger, LJ Hooker then erred on B B B B B B B B B B B -2021 (in addition to the $58,760), when they should have credited the two contributions of $5,000 and $15,303.36.
5. As a result of this, a carried over amount of $58,199.00 was issued to Block D when Vantage Strata took over as manager of the Community Title. This amount was included in the first levy issued by Vantage on 12 November 2021. It was mistakenly paid without authorisation on 16 November 2021.

To provide all Members with clarity, the agreed actions were formally voted on per the below.

MOTION 1: That the Executive Committee agree to refund **$58,199.00** to the Owners Corporation of UP4802 (Powerhouse) noting funds were transferred contrary to Corporation instruction.

CARRIED

MOTION 2: That the Executive Committee agree to engage Kelly & Partners to undertake an audit for all five (5) blocks that relate to the Community Title.

FAILED

MOTION 3: That the Executive Committee agree to engage the services of Johannessen Legal, on a pro-bono basis, to issue letter of demands to previous Managing Agents to secure additional information in support of the financial position.

CARRIED

Secretarial Note: *It is noted and agreed that all blocks within the Community Title will pay additional liabilities established and commit to the refunding any further excess amounts established throughout the review process.*

3. **Strata Manager Raised issues**

   a. Legal assistance around CT obligations

   The meeting briefly discussed the engagement of Susan Procter to support the apportionment audit to be completed by Monteath & Powys. It was acknowledged that the service of Susan Procter is required, though it was agreed to defer their formal engagement until the new financial year to ensure funds can be allocated.

   b. CCTV Replacement (Insurance claim)

   It was agreed for the security cameras to be reinstated noting it falls under the on-going insurance claim. It was agreed for the cameras to be supplied like-for-like, noting the inclusion of hardware and laptop.

   Vantage Strata advised the meeting that the CT holds no building insurance, meaning the recovery of camera provisions needs to be claimed per block. An apportionment was presented and accepted, with remaining costs incurred to be split among all five blocks.

   c. CCTV Upgrade

   Members present were in agreeance that the CCTV upgrade will be discussed at the end of the financial year, where the required expenditure can be considered in line with the new budget.

4. **Decisions Out of Session (ratification):**

   Nil

5. **Items off the Floor:**

   The relocation of the Building Manager and supplying a Building Managers office was raised alongside the urge for all Members to review the document and quote provided by D Block representative B Rayner.

6. **Next Meeting (date):**

   Tuesday **12 April 2022**, at 5:30pm. Note, this can occur Tuesday, Wednesday, or Thursday.
   Tuesday **24 May 2022**, at 5:30pm. Note, this can occur Tuesday, Wednesday, or Thursday.

7. **Meeting Closure:**

   With no further business, the meeting closed at **7:00pm.**

VANTAGE STRATA
BUILDING TRUST

Action	Action By	Due By	Notes	Status
Arrears for C Block	Vantage Strata	-	Levy account paid.	Closed
Theft Claim	Vantage Strata	4 March 2022	Information required for Committee consideration. Clarification around quantity of A Block keys required. All Blocks have individual claims against the relevant policy, with each PDS to be considered.	On-going
~~CT Meeting~~	~~Vantage Strata~~	~~-~~	~~Meeting held.~~	~~Closed~~
Gardening Scope	Vantage Strata	8 March 2022	Diagram to be provided and servicing of individual blocks to be considered separately.	On-going
Traffic Management	Vantage Strata	22 March 2022	TB to meet contractors on site. Note: speed bump removal on exit driveway will be deferred until advice has been received. Speed bump will **not** be removed until advice has been obtained.	On-going
Security Consideration/Storage	Vantage Strata	12 April	Considerations in line with relocation of Building Manager as location needs to be secure.	On-going
Commercial Contact	Vantage Strata	4 March 2022	B B B B into the correspondence.	On-going

Kingsborough Community Title CT32

Building Manager

Currently these services are being provided by Inside Outside Facility Services (IOFS) via a resident Building Manager across each of the five Unit Plans and the Community Title.

The cost of these services is being met by the Community Title (CT32).

Until recently the Building Manager, the security equipment and CCTV together with the staff and equipment of the cleaning contractor have been housed in an enclosed area off the entry driveway in Block A.

Block A is seeking to have this area reverted to a garbage room.

Currently the cleaning contractor is storing equipment, cleaning products etc in the communal laundry in Block D basement level 1.

Following the recent break-in and the theft of essential security equipment, service keys and fobs there is a need to replace the stolen tools and equipment and to reinstate the CCTV for the entire Kingsborough complex.

Having regard to the extent of services to be undertaken by the Building Manager, detailed below, an office/store needs to be made available within the Kingsborough complex. Such a space has to comply with all the Work Health and Safety requirements for a habitable area.

An area has been identified within the B1 level of Block B however certain works need to be carried out to replicate in part the facilities provided in former Building
q % 8 7%e %% % % % % % % % %%
ventilation there is a need to provide facilities to meet WHS requirements.

This office needs to house:

- CCTV equipment
- Computer for security access
- Secure storage for service keys and fobs
- Modem for internet access
- Mobile phone booster
- A few small power tools (larger items such as bollards, bins etc can be stored elsewhere within the complex)

Following the recent break-in Kingsborough does not have any CCTV coverage. As part of the CCTV installation the system needs to be connected to the cloud via the internet to overcome the loss of captured footage. The need for off-site storage of video was highlighted by the recent events.

Building Manager Roles and Responsibilities

1 MONITORING THE GENERAL CONDITION OF THE BUILDINGS

Undertaking regular inspections of the common property to ensure that the required standards of presentation, compliance and maintenance are being met. This is to ensure that the cleaning, repairs and the servicing of utilities are being maintained by the relevant service contractors.

2 ON SITE BUILDING MANAGEMENT

The following are the functions to be performed or services to be delivered on behalf of and in the name of the Owners Corporation as part of the On-Site Building Management Fee (Agreed Services) without additional charge:

3.1 Monitoring of the General Condition of the Building

The On-site Building Manager shall undertake regular inspections of the common property to ensure that the required standards of presentation, compliance and maintenance are being met. This shall ensure that the cleaning, repairs and the servicing of utilities are being maintained by the relevant service contractors.

3.2 Breakdown Repair Management

The following applies to breakdown and repair management of Common Property:

a. Any breakdowns and faults will be identified and the correct rectification measures established;

b. All repair works and maintenance deemed necessary will be attended to in a timely manner;

c. Any items of expenditure exceeding the prior authorised amount, will be submitted to the Executive Committee for approval, unless such expenditure is considered of an urgent nature to either protect the property, ensure the supply of essential services to the property or to mitigate any further liability.

3.3 Security Control, Access and Management Services

The On-site Building Manager is to be trained in the use of installed proprietary access systems. Access control and general security arrangements are to be % % % % % % % % uirements.

3.4 Service Maintenance Contracts

All service maintenance specifications and contract terms are to be approved in writing by the Executive Committee of the Owners Corporation prior to execution.

The Building Manager and On-site Building Manager are to undertake supervision and routine performance monitoring, inspection and vetting of the following maintenance contracts (if applicable) in accordance with standard contract % % % % % % % % % 7%
Any shortfalls in service standards are to be addressed with the relevant contractors.

a. Lift Services

b. Mechanical Plant and drainage systems;

c. Building Automation and Control systems;

d. Electrical systems;

e. Fire and Evacuation systems;

f. Electronic monitoring and Access Control systems (hard key and electronic);

g. Entry doors and Roller doors;

h. Cleaning and window cleaning services;

i. All other contracts that are necessary for the proper operation of day to day Agreed building services.

3.5 Physical Management Specific Duties

Physical Management services are to include the following:

a. Report of any repairs that are required to Common Property over and above maintenance requirements under the relevant Service Contracts;

b. Property inspections shall be undertaken to confirm plant start up and correct operation, including the inspection of common areas and assessment of cleaning standards on a daily basis;

c. All reasonable steps will be undertaken to ensure safe, clean conditions and orderly operation of common/public areas of the building;

d. The inspection of toilets, laundry, lifts, car park, lobbies, fire stairs/doors and all other non-tenancy areas (plant rooms, communications and electrical risers/rooms);

e. Liaising with contractors on service related matters;

f. Facilitating the attendance of all service and maintenance contractors and overseeing the performance of these contractors;

g. Provision of a monthly report on the building, including maintenance undertaken, incidents and maintenance required;

h. Maintenance of risk management and compliance documentation;

i. Immediately report and record any insurance recoverable event;

j. Facilitate the delivery of minor (non-capital) works to the property;

k. Maintain a register of any out of the ordinary incidents occurring at the building;

l. q %% % % %e %n %q %w %
1 % % % 2% % % % % % %1 %
Property and report any complaints;

m. Where necessary provide assistance to residents around the use of Common Property;

n. Maintain a close working relationship with the Executive Committee and the Strata Manager and provide any reasonable information requested;

o. Attend meetings as requested;

p. Take all reasonable steps to ensure correct and safe work practices are adopted at all times in the building;

q. Immediately report to the Strata Manager any hazards or perceived dangers on the Common Property

r. Monitor and confirm the efficient operation and maintenance of Building Control Systems;

s. Take all reasonable steps to ensure the efficient and professional operation, maintenance and repair of all aspects of the building services, including the mechanical, electrical, vertical transportation, fire protection and other services;

t. Issue and accept the return of Security Keys/fobs/cards;

u. Notify the Strata Manager of any keys/fobs/cards that have been issued;

v. Re-code Security Keys/Fobs/Cards at intervals as required;

w. Audit all Security Keys/Fobs/Cards annually;

x. Take appropriate action to protect the security of the property by cancelling or re-coding any or all Security Keys/Fobs/Cards as required;

y. Immediately report any breaches of security to the police in the first instance and subsequently to the Strata Manager and Executive Committee.

z. Maintain and Asset Register listing all of the pertinent details about each fixed asset including part number, location, physical condition and service currency details.

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 4632

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made **21 March 2022**

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
21 March 2022	As per attached minutes

A4 Owners corporation declaration

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

e

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

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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

A ***reduced quorum decision*** is a decision of a general meeting of the owners corporation made while a quorum (a ***reduced quorum***) smaller than a ***standard quorum*** was present.

A ***standard quorum*** is those people entitled to vote (on the motion) in relation to not less than ½ the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

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

Reduced quorum decisions made at regularly-convened general meetings

If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a ***standard quorum*** for the motion (see above) is not present a reduced quorum decision may be made if a ***reduced quorum*** (see next point) is then present for consideration of the motion (UTMA s 3.9 (2), part 3.1, schedule 3).

At a regularly-convened general meeting, a ***reduced quorum*** means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (2), part 3.1, schedule 3).

A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (2), part 3.1, schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a ***standard quorum*** for the motion (see above) nor a ***reduced quorum*** (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3), part 3.1, schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).

If, within ½ an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a ***reduced quorum*** made up by *anyone* then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (6) (a), part 3.1, schedule 3).

Such a reduced quorum (of *anyone* present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also ***reduced quorum decisions*** (UTA s 3.9 (6) (a), part 3.1, schedule 3).

B2 When does a reduced quorum decision take effect?

A reduced-quorum decision takes effect 28 days after the date of the decision L))***date of effect***) (UTMA s 3.11 (1), part 3.1, schedule 3).

However, this does not apply if the decision is disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s 3.11 (3) (5), part 3.1, schedule 3)

B3 How may reduced quorum decisions be disallowed?

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

state the resolution or resolutions to which it applies; and

be signed by a majority of persons entitled to vote at a general meeting of the owners corporation (a person may sign whether or not he or she attended the meeting); and

))))))))))))L)† i) Te

B4 How may reduced quorum decisions be confirmed?

A reduced-quorum decision may be confirmed by a general meeting of the owners corporation

)))))))L)† i) Te

For the confirmation to be valid, a standard quorum must be present when the confirmation motion is considered at the later general meeting (see B1 above).

If a decision is confirmed, it takes effect from the date of the later general meeting whether or not a petition is given to the owners (UTMA s 3.11 (4), part 3.1, schedule 3).

B5 How may reduced quorum decisions be revoked?

A reduced-quorum decision may be revoked by a general meeting of the owners corporation held at any time, whether or not the decision has earlier been confirmed.

A revocation is valid whether a standard quorum or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s 3.11 (5), part 3.1, schedule 3).

MINUTES OF GENERAL MEETING

THE OWNERS OF UP4632

1y o P ouBPB C bu b u u b

10 PARBERY STREET AND 9 THE CAUSEWAY, KINGSTON, ACT, 2604

Venue: Zoom Teleconference

Date: Monday, 21 March 2022

Time: 12:00PM

Present:

M Knaus representing TNRC	(Lots 2, 3, 5, 11, 36, and 83)
R Crawford	(Lot 13),
J N W Fei	(Lot 14),
R Deger	(Lot 17)
K Ward and Guest	(Lot 20)
D Steele	(Lot 22)
S Gordon	(Lot 22)
Capezio Property Holdings P/L	(Lots 43 and 44)
K Nicholson	(Lot 55)
B Wijnberg and K Wijnberg	(Lot 73)
J Butcher	(Lot 93)

Apologies: Nil

Proxy Votes: TNRC Pty Limited appointing M Knaus (Lots 2, 3, 5, 11, 36, and 83)

Absentee Votes: H Conn (Lot 60) IFO of all Motions

In Attendance: T Brissett and J Smith (Vantage Strata)

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

Secretarial Note *Owners are advised that under the Schedule 3.9 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only disallowed if within 28 days after the decision was made, the Owners Corporation receives a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.*

CHAIRPERSON, PROXIES AND APOLOGIES

It was **resolved** that K Wijnberg chair the meeting, with absentee and proxy votes acknowledged and accepted. The meeting formally commenced at 12:30pm noting a Reduced Quorum.

MAINTENANCE CONTRACTS FOR RENEWAL

Vantage Strata advised the meeting there are currently no maintenance contracts due for renewal, though additional on-going maintenance contracts are being obtained.

INSURANCE CLAIMS

Vantage Strata advised the meeting there are two on-going claims for the Owners Corporation, one being the hail damage claim that occurred in 2020 alongside the theft claim that occurred in 2022.

The meeting raised concerns with delays in communication to Owners surrounding on-going claims and relevant updates and noted a lack of transparency and information.

Further discussions regarding communication are noted in General Business.

ADOPTION OF MINUTES

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

CARRIED

RATIFICATION OF RULE PASSED IN PREVIOUS GENERAL MEETING

MOTION 2: *It was **resolved** that the Owners Corporation, by Special Resolution, resolve to ratify the provision of Special Privilege per Motion 14 of the AGM held 15 July 2021, with the rules of UP4632 to be amended and registered with Access Canberra by Vantage Strata.*

CARRIED
(No dissent noted)

SPECIAL PRIVILEGE HOUSE RULE

MOTION 3: *It was **resolved** that the Owners Corporation, by Special Resolution, resolve to adopt and **add** the following rule within the Owners Corporation Rules. A copy of which are to be registered on title by Vantage Strata with Access Canberra.*

Special Privilege

1. The Unit Owner of 207/10 Parbery Street (Lot 24) is granted Special Privilege, until revoked, to extend the boundaries of the unit balcony.

a. all costs associated with construction and the extension, including maintenance, are payable by the Unit Owner of Lot 24;

b. all relevant power usage consumption will be sourced from the private lot and not the Common Property.

CARRIED

(No dissent noted)

OWNERS CORPORATION RULES

MOTION 4: *It was **resolved** that the Owners Corporation, by Special Resolution, resolve to adopt and adhere to the Owners Corporation Rules which will supersede and replace all other rules previously in force. A copy of which are to be registered on title by Vantage Strata with Access Canberra.*

CARRIED

(No dissent noted)

GENERAL BUSINESS

Common Property Storage: The meeting discussed the recent correspondence issued pertaining to the storage of belongings on Common Property, and the expectations with any belongings that may be permitted and those that are not. The meeting discussed a bike audit that was recently undertaken, with questions being raised as to the status of that audit with Committee Members confirming the audit has been completed. The meeting noted that all Residents with incorrect storage practices will be contacted as the matter progresses.

Speed Bump: The on-going concern surrounding the speed bumps and traffic management was discussed in-depth with concerns being raised regarding the safety of all Kingsborough Residents. Executive Committee Members present confirmed the traffic management and speed bumps is an on-going discussion for the Community Title Committee. Participants of the meeting raised concerns with the previous speed bump being removed without seeking professional advice and wanted to ensure the concern was raised.

Executive Committee Members present noted management of the issue is a balancing act, with the Owners Corporation and Community Title working in the best interest of Kingsborough as appropriate.

Kingsborough Communication/Inclusivity: Owners present raised concerns with regards to the delivery and level of communication between respective representatives and Residents. It was noted that Owners are concerned with the lack of transparency, with Members of the Executive Committee advising there is consideration to create resident updates to allow further insight as to the items and decisions made by the Executive Committee. A similar approach was noted to have a positive impact on a neighbouring Kingsborough Block.

Grease Trap Application: A member of the meeting raised the pending grease trap submission by an Owner between Block B (Warehouse/Shophouse) and Block E (Woolstore), and provided additional information and context regarding the request. M Knaus provided the meeting with confirmation of the proposed installation being the most suitable solution as alternatives were not acceptable for certifiers. It was confirmed that all relevant information and supporting documents will be provided as obtained.

It was noted the Executive Committee would further discuss the request in their meeting scheduled for Wednesday 23 March 2022.

MEETING CLOSURE

With no further business, the meeting closed at **12:40pm.**

MINUTES OF THE

EXECUTIVE COMMITTEE MEETING

OF UNITS PLAN NO 4632

Venue: Zoom Teleconference

Date: Wednesday, 23 March 2022

Time: 05:00PM

Attendance: A Qureshi, D Steele, D Capezio, K Wijnberg, K Nicholson, M McKeon with T Brissett and J Smith representing Vantage Strata

Apologies: R Crawford

Minutes By: T Brissett

MEETING FORMALITIES

1. **Conflict Of Interest (review agenda and declare any conflict of interest)**

   No conflict declared.

2. **Previous Minutes (adoption)**

   Adoption and acknowledgement of previous minutes, being the minutes from the Executive Committee meeting held 9 February 2022.

   CARRIED

AGENDA

3. **Reports:**

   a. Chair Report M McKeon

   The Chairperson provided the meeting with an update on the on-going Community Title matters and discussions, including the financial audit undertaken, traffic consultancy and management, alongside discussion regarding the relocation of the Building Management office.

   The Chairperson raised the discussion of looking at options that support the interest of B Block as an individual corporation. The matter will be tabled at future meetings.

b. Secretary Report not applicable

c. Treasurer Report A Qureshi
The Treasurer provided the meeting with the financial position of the Owners Corporation, noting funds and future works need to be monitored closely until a new budget can be approved. The Treasurer also provided an update on arrears and advised units and amounts will be monitored closely. The Treasurer also outlined concerns against fire items, as the Owners Corporation have significant overspends across fire budgets.

The meeting also discussed the 2022/2023 budget and discussed the possibility of re-evaluating the split currently in place. It was agreed for A Qureshi and Vantage Strata to work together and draft a budget for Committee consideration.

4. Insurance:

a. Update on on-going insurance claims

i. Hail damage CHU.
Committee Members D Capezio and K Nicholson updated Members on the fortnightly Kingsborough meeting with CHU and relayed information accordingly. The meeting noted repairs have been slow with no further movements on the Warehouse side. Capezio Property Holdings have been approached by CHU to tender works, per the approval of the Executive Committee.

The meeting also noted the current contractors, Paynters, have been given a deadline to address aspects of the claim before the contract is reconsidered and potentially reassigned.

ii. Theft BCB (Body Corporate Brokers)
Vantage Strata advised communication is currently with BCB who are awaiting further clarification and advice from the underwriters regarding the on-going theft claim. Vantage Strata have specifically requested the underwriters reconsider the key allocation, noting the invoice for works incurred exceed the allocated amount and a consideration of additional keys or replacement barrels.

To further progress, Vantage can redirect communication to CHU directly.

Executive Committee Members all agreed the on-going claims are significantly interfering with the possibility of the Owners Corporation sourcing multiple quotes for renewal of insurance.

5. Action Item / Direction (attachment):

a. Action item list was discussed and amended as required.

b. The Executive Committee also wish to formally minute the feedback provided by Owners within B Block regarding the consideration of a marquee in the Kingsborough Village.

From the feedback provided, Owners believe that a proper marquee installation in the Kingsborough Village would be a positive addition to the area and would only add to the social dynamic of the complex.

While the feedback received was in favour of the possibility, there were a small number of Owners against it.

c. An owner has recently informed us that only three of the four bathrooms on the lower ground level are being cleaned under the current cleaning contact. It is not known why this is the case and it was agreed that the strata manager will contact the cleaners to increase their scope to include all of the bathrooms on the lower ground floor. The strata are also asking for a quote from the cleaning company to provide sanitary bins and a change table.

6. Pet Applications:

No applications received.

7. Erections and Alterations (Applications)

a. 310/9 The Causeway (Lot 81)

Approval was requested for the installation of an exhaust fan with the application receiving positive feedback. The Executive Committee require final clarification on the overall material and street view prior to formal approval being provided.

b. LG02/9 The Causeway (Lot 83)

Approval was requested for the installation of utility pipes travelling through to the grease trap in the basement of Block E (UP14261). The Executive Committee discussed the application and noted they are not able to approve the application at this stage and are awaiting the hydraulics plan to be provided before a decision is made.

8. Next Meeting (date):

To be confirmed.

9. Meeting Closure:

With no further business, the meeting closed at **6:34pm.**

1

VANTAGE STRATA
BUILDING TRUST

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 <u>deferred</u> 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

EXECUTIVE COMMITTEE MEETING

OF UNITS PLAN NO 4632

Venue: Kingsborough B Block,

Date: Wednesday, 4 May 2022

Time: 05:00PM

Attendance: M McKeon, D Capezio, K Nicholson, R Crawford, D Steele, A Qureshi, K Wijnberg

Apologies: Nil

Minutes By: T Brissett

MEETING FORMALITIES

1. **Conflict of Interest (review agenda and declare any conflict of interest)**

   No conflict declared.

2. **Previous Minutes (adoption)**

   Adoption and acknowledgement of previous minutes, being the minutes from the Executive Committee meeting held 23 March 2022.

CARRIED

AGENDA

3. **Reports:**

   a. Chair Report M McKeon

   The Chair briefly spoke to the meeting around the upcoming budget for B Block, alongside the upcoming budget for the Community Title and raised the Community Title request to pay the levy contribution immediately to assist with cashflow.

   The Chair also spoke with regards to a key that had been signed out to a service contractor for a period without the appropriate approval to do so. The Chair then spoke to the meeting about complex security and the on-going services, and treatment of security, by the current service provider being Inside Outside.

   The Chair also briefly updated the Committee on Community Title outcomes and meetings.

   b. Secretary Report Not applicable.

c. Treasurer Report A Qureshi
The Treasurer discussed the financial challenges around the Community Title which extends out to individual Unit Plans.

The Treasurer also informed the Committee of expenses that have exceeded the allocated budget alongside unforeseen expenditure putting the Owners Corporation into a financial strain. It was noted that close management of contracts will assist the Owners Corporation in being prepared for the upcoming financial year.

4. Insurance:

a. Update on on-going insurance claims

i. Hail damage

The meeting noted the lack of action and progression around the on-going hail damage. The Managing Agent advised further information had not been provided, though Committee Member D Capezio confirmed there were conversations occurring behind the scenes. Committee Member K Nicholson also reiterated the previous update provided by CHU, which allowed Paynters on-site until 6 April with a review to occur thereafter.

The Committee also discussed issuing a letter to the CEO of CHU Underwriters to demand attention and action.

ii. Theft
Vantage Strata advised the insurers have accepted the two invoices submitted however, the coverage of the keys is still in dispute. The insurers are firm on the maximum coverage of $5,000 and have not considered amending and covering the full invoiced amount.

All information obtained will be issued to the Committee as obtained.

5. For Discussion:

a. Action item list was discussed and amended as required.

b. AGM Preparation:
   i. 2022/2023 Budget
   ii. AGM Agenda

The Committee briefly discussed the upcoming AGM and the accompanying proposed budget and agreed to provide advice and direction out of session.

c. Building Management:
The Committee discussed the current services of the Building Management providers and discussed the on-going expectations when servicing Kingsborough B Block.

Considering the concerns around the access provisions, the Executive Committee request the Managing Agent obtain a statement or relevant documentation around security procedures and escorting trades while on site.

The Committee also discussed removing the Unit Plan from the Community Title combined services and engage a service provider separate. Committee Member R Crawford advised the meeting of their intent to vote against the matter should it eventuate.

The meeting also discussed the need for a scope that clearly outlines the duties and expectations for the Building Manager to deliver on.

6. **Pet Applications:**
No applications received.

7. **Erections and Alterations (Applications)**
LG02/9 The Causeway, Grease trap:
Committee Member, D Capezio, provided an overview of the application and provided the meeting will all background and relevant information. D Capezio advised Members the solution and proposal presented is suitable for the complex and has the least amount of intrusion and overall impact.

It was agreed for the Committee to review and provide formal approval in conjunction with the relative authority approval. The Committee will also liaise with Block E and consider their approval as it stands.

8. **General Business:**
Compost Committee:
K Wijnberg updated the meeting on the positive feedback around the compost within the complex, with Members present happy for the project to continue.

A/C Unit:
Units 306 and 307/9 The Causeway was noted to have an air-conditioning unit installed on the roof. The Managing Agent will reach out and seek information.

Committee Letter:
The meeting briefly discussed the request for an air-conditioning condenser to be removed. The Executive Committee responded to the request via a written letter which has been distributed. An internal review will occur with the Committee acting as necessary.

9. **Next Meeting (date):**

To be confirmed out of session.

10. **Meeting Closure:**

With no further business, the meeting closed at **6:55pm.**

VANTAGE STRATA
BUILDING TRUST

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 UNITS PLAN NO 4632

Venue:	Kingsborough B Block,
Date:	Thursday 23 June 2022
Time:	05:00PM
Attendance:	D Capezio, A Qureshi, K Wijnberg, K Nicholson
Apologies:	M McKeon
Minutes By:	T Brissett

MEETING FORMALITIES

1. **Conflict of Interest (review agenda and declare any conflict of interest)**

   No conflict declared.

2. **Previous Minutes (adoption)**

   Adoption and acknowledgement of previous minutes, being the minutes from the Executive Committee meeting held 4 May 2022.

CARRIED

AGENDA

3. **Reports:**
   a. Chair Report A Qureshi on behalf of M McKeon

   A Qureshi provided an update to the meeting on all matters relating to the Community Title and provided updates on the financial positions, including the upcoming Community Title budget. The conversation around a Special Levy of the Community Title was also discussed.

   A Qureshi provided further insight around the Community Title budget and informed the Committee of the three options created and presented, noting they catered minimal to maximum servicing. It was noted that the second budget, Tier 2, was voted in favour by the Committee Title pending review and input from individual UP Committee Members.

   b. Treasurer Report A Qureshi ; report discussed during the budget discussion

   c. Secretary Report Not applicable.

4. **Priority Discussion:**
   a. AGM Preparation:
      i. 2022/2023 Budget
      A Qureshi started the conversation by providing a brief overview of the current financial position and provided information around the Block B financials.

      All Members actively discussed the upcoming budget, what the budget may look like, alongside the potential impact it will have on Owners. It was acknowledged that increases will need to be applied across the board to ensure the Owners Corporation can operate as required for the upcoming financial year.

      The meeting also discussed the financial considerations around the split budget and discussed the individual budget lines attributed to each portion. It was ultimately agreed to increase the below amounts;

      - Electricity from $200 to $50,000 (Administration Fund)
      - Fire False Alarm Fees from $1,500 to $7,500 (Administration Supplementary)
      - Fire Repairs and Replacements from $5,500 to $7,000.

      ii. AGM Agenda
      A draft AGM agenda was presented to the Committee with no questions or amendments required. The Managing Agent advised that once the financial audit has been completed, the Owners Corporation can formally schedule the AGM.

      The Committee discussed drafting a letter, from the collective, to provide further insight and reasoning around the current position and complexities of the complex. The Managing Agent advised a letter can be included in the formal paperwork and distributed via BuildingLink as a stand-alone document.

5. **Pet Applications:**
   No applications received.

6. **Erections and Alterations (Applications)**
   G08/10 Parbery Street approval ratified for blinds and awning along the terrace.

7. **Next Meeting (date):**
   To be confirmed.

8. **Meeting Closure:**

   With no further business, the meeting closed at **6:30pm.**

MINUTES OF THE ANNUAL GENERAL MEETING

OF THE OWNERS OF CTS 32

1y o P ouB y33Cob

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.

VANTAGE STRATA
BUILDING TRUST

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 B B B Bee B Be B, 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.**

Vantage Strata Pty Ltd
Approved 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)
90/43 Constitution Ave REID ACT 2612 Ph 1800878728 Fax

Administrative Fund

	Approved Budget (21/07/2022-20/07/2023)	Current Actual (21/07/2021-20/07/2022)	Current Budget (21/07/2021-20/07/2022)
Income			
Interest	$0.00	*$145.73*	*$0.00*
Levy Income Admin	$243,143.00	*$66,449.14*	*$162,760.00*
Total Admin Fund Income	**$243,143.00**	*$66,594.87*	*$162,760.00*
Expense			
Accounting Fees	$0.00	*$0.00*	*$330.00*
Audit Fees	$4,500.00	*$0.00*	*$0.00*
BAS & Tax Preparation	$450.00	*$300.00*	*$420.00*
Banking, Software & Infrastructure	$315.00	*$315.00*	*$0.00*
Building Management	$105,300.00	*$125,752.30*	*$0.00*
Cleaning - Contract	$9,880.00	*$15,904.80*	*$4,680.00*
Cleaning Supplies	$750.00	*$999.95*	*$2,000.00*
Community Garden	$0.00	*$11,208.98*	*$12,500.00*
Community Title Scheme Contribution	$11,523.00	*$0.00*	*$0.00*
Consultancy Fees	$0.00	*$0.00*	*$10,000.00*
Contingency	$0.00	*$0.00*	*$2,500.00*
Contractor Compliance Fee	$0.00	*$86.00*	*$0.00*
Facilities Management Services	$0.00	*$0.00*	*$90,000.00*
Gardening - Contract	$24,000.00	*$0.00*	*$0.00*
Gardening - Irrigation	$3,000.00	*$0.00*	*$0.00*
Gardening - Plants and Trees	$500.00	*$0.00*	*$0.00*
Insurance Excess Payments	$0.00	*$0.00*	*$500.00*
Insurance Payouts	$0.00	*$3,451.42*	*$0.00*
Insurance Premium	$9,000.00	*$7,424.45*	*$8,100.00*
Man. Fees - Previous Strata Manager	$0.00	*$333.32*	*$0.00*
Management Fees - Strata	$10,425.00	*$8,000.00*	*$8,000.00*
R & M Buildings	$0.00	*$290.00*	*$0.00*
R & M Electrical	$5,000.00	*$300.00*	*$1,000.00*
R & M General	$25,000.00	*$0.00*	*$2,000.00*
R & M Plumbing	$0.00	*$0.00*	*$2,000.00*
Rates - ACT Revenue Office	$6,000.00	*$3,252.89*	*$2,730.00*
Reports - Asset Register	$9,500.00	*$0.00*	*$3,500.00*
Rubbish Removal	$0.00	*$140.00*	*$0.00*
Security General	$0.00	*$0.00*	*$10,000.00*
Security Guard	$0.00	*$2,048.00*	*$0.00*
Special Project/s	$18,000.00	*$0.00*	*$0.00*
Waste & Recycling Bins	$0.00	*$0.00*	*$2,500.00*
Total Admin Fund Expense	**$243,143.00**	*$179,807.11*	*$162,760.00*

Administrative Fund	Approved Budget (21/07/2022-20/07/2023)	Current Actual (21/07/2021-20/07/2022)	Current Budget (21/07/2021-20/07/2022)
TOTAL ADMIN LEVY INCOME	**$243,143.00**	*$66,449.14*	*$162,760.00*
ADD: ADMIN GST	**$24,314.30**		*$0.00*
TOTAL ADMIN BUDGET	**$267,457.30**		*$162,760.00*

Sinking Fund	Approved Budget (21/07/2022-20/07/2023)	Current Actual (21/07/2021-20/07/2022)	Current Budget (21/07/2021-20/07/2022)
Income			
Interest	$0.00	*$11.56*	*$0.00*
Levy Income Sinking	$6,269.12	*$8,373.20*	*$11,410.00*
Total Sinking Fund Income	**$6,269.12**	*$8,384.76*	*$11,410.00*
Expense			
Total Sinking Fund Expense	**$0.00**	*$0.00*	*$0.00*
TOTAL SINKING LEVY INCOME	**$6,269.12**	*$8,373.20*	*$11,410.00*
ADD: SINKING GST	**$626.91**		*$0.00*
TOTAL SINKING BUDGET	**$6,896.03**		*$11,410.00*

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
90/43 Constitution Ave REID ACT 2612 Ph 1800878728 Fax

Budget Summary (21/07/2022-20/07/2023)

	Approved	1st Instalment 17/08/2022	2nd Instalment 21/10/2022	3rd Instalment 21/01/2023	4th Instalment 21/04/2023	TOTAL (21/07/2022-20/07/2023)
Administrative Fund	$267,457.30	$66,864.30	$66,864.30	$66,864.30	$66,864.30	$267,457.20
Sinking Fund	$6,896.03	$1,724.00	$1,724.00	$1,724.00	$1,724.00	$6,896.00
Contribution Schedule Total	$274,353.33	$68,588.30	$68,588.30	$68,588.30	$68,588.30	$274,353.20
Amount to Collect	**$274,353.33**	**$68,588.30**	**$68,588.30**	**$68,588.30**	**$68,588.30**	**$274,353.20**

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest $0.05

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
90/43 Constitution Ave REID ACT 2612 Ph 1800878728 Fax

Levy Adjustment Summary (21/07/2022-20/07/2023)

Contribution Schedule

Aggregate Units of Entitlement (UOE) - 100

Due Date	Levy Period	Admin	Sinking	Total
17/08/2022	21/07/2022 - 20/10/2022	$668.64	$17.24	$685.88
21/10/2022	21/10/2022 - 20/01/2023	$668.64	$17.24	$685.88
21/01/2023	21/01/2023 - 20/04/2023	$668.64	$17.24	$685.88
21/04/2023	21/04/2023 - 20/07/2023	$668.64	$17.24	$685.88
Financial Year Total per Units of Entitlement		**$2,674.57**	**$68.96**	**$2,743.53**
Financial Year Aggregate		**$267,457.20**	**$6,896.00**	**$274,353.20**
Approved Budget Amount		**$267,457.30**	**$6,896.03**	**$274,353.33**
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

KINGSBOROUGH VILLAGE, The Causeway, Dawes St, Parbery St & Cunningham St KINGSTON

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
90/43 Constitution Ave REID ACT 2612 Ph 1800878728 Fax

Owner Summary (21/07/2022-20/07/2023) - Contribution Schedule

UOE	Lot(s)		1st Instalment 17/08/2022	2nd Instalment 21/10/2022	3rd Instalment 21/01/2023	4th Instalment 21/04/2023	TOTAL (21/07/2022-20/07/2023)
10	1						
		Admin	$6,686.45	$6,686.45	$6,686.45	$6,686.45	$26,745.80
		Sinking	$172.40	$172.40	$172.40	$172.40	$689.60
		Owner Total	**$6,858.85**	**$6,858.85**	**$6,858.85**	**$6,858.85**	**$27,435.40**
35	2						
		Admin	$23,402.50	$23,402.50	$23,402.50	$23,402.50	$93,610.00
		Sinking	$603.40	$603.40	$603.40	$603.40	$2,413.60
		Owner Total	**$24,005.90**	**$24,005.90**	**$24,005.90**	**$24,005.90**	**$96,023.60**
12	3						
		Admin	$8,023.72	$8,023.72	$8,023.72	$8,023.72	$32,094.88
		Sinking	$206.88	$206.88	$206.88	$206.88	$827.52
		Owner Total	**$8,230.60**	**$8,230.60**	**$8,230.60**	**$8,230.60**	**$32,922.40**
26	4						
		Admin	$17,384.71	$17,384.71	$17,384.71	$17,384.71	$69,538.84
		Sinking	$448.24	$448.24	$448.24	$448.24	$1,792.96
		Owner Total	**$17,832.95**	**$17,832.95**	**$17,832.95**	**$17,832.95**	**$71,331.80**
17	5						
		Admin	$11,366.92	$11,366.92	$11,366.92	$11,366.92	$45,467.68
		Sinking	$293.08	$293.08	$293.08	$293.08	$1,172.32
		Owner Total	**$11,660.00**	**$11,660.00**	**$11,660.00**	**$11,660.00**	**$46,640.00**

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest $0.05

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
90/43 Constitution Ave   REID ACT 2612 Ph 1800878728 Fax

Contribution Summary (21/07/2022-20/07/2023)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
1	Contribution Schedule	10	$26,745.80	$689.60	$0.00
	Owner Total		**$26,745.80**	**$689.60**	**$27,435.40**
2	Contribution Schedule	35	$93,610.00	$2,413.60	$0.00
	Owner Total		**$93,610.00**	**$2,413.60**	**$96,023.60**
3	Contribution Schedule	12	$32,094.88	$827.52	$0.00
	Owner Total		**$32,094.88**	**$827.52**	**$32,922.40**
4	Contribution Schedule	26	$69,538.84	$1,792.96	$0.00
	Owner Total		**$69,538.84**	**$1,792.96**	**$71,331.80**
5	Contribution Schedule	17	$45,467.68	$1,172.32	$0.00
	Owner Total		**$45,467.68**	**$1,172.32**	**$46,640.00**
	Overall Total		**$267,457.20**	**$6,896.00**	**$274,353.20**

Schedule	UOE
Contribution Schedule	100

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest $0.05

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 4632

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made **6 September 2022**

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
6 September 2022	As per attached minutes

A4 Owners corporation declaration

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

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

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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

A ***reduced quorum decision*** is a decision of a general meeting of the owners corporation made while a quorum (a ***reduced quorum***) smaller than a ***standard quorum*** was present.

A ***standard quorum*** is those people entitled to vote (on the motion) in relation to not less than ½ the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

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

Reduced quorum decisions made at regularly-convened general meetings

If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a ***standard quorum*** for the motion (see above) is not present a reduced quorum decision may be made if a ***reduced quorum*** (see next point) is then present for consideration of the motion (UTMA s 3.9 (2), part 3.1, schedule 3).

At a regularly-convened general meeting, a ***reduced quorum*** means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (2), part 3.1, schedule 3).

A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (2), part 3.1, schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a ***standard quorum*** for the motion (see above) nor a ***reduced quorum*** (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3), part 3.1, schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).

If, within ½ an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a ***reduced quorum*** made up by *anyone* then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (6) (a), part 3.1, schedule 3).

Such a reduced quorum (of *anyone* present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also ***reduced quorum decisions*** (UTA s 3.9 (6) (a), part 3.1, schedule 3).

B2 When does a reduced quorum decision take effect?

A reduced-quorum decision takes effect 28 days after the date of the decision L))***date of effect***) (UTMA s 3.11 (1), part 3.1, schedule 3).

However, this does not apply if the decision is disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s 3.11 (3) (5), part 3.1, schedule 3)

B3 How may reduced quorum decisions be disallowed?

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

state the resolution or resolutions to which it applies; and

be signed by a majority of persons entitled to vote at a general meeting of the owners corporation (a person may sign whether or not he or she attended the meeting); and

))))))))))))L)† i) Te

B4 How may reduced quorum decisions be confirmed?

A reduced-quorum decision may be confirmed by a general meeting of the owners corporation)))))))L)† i) Te

For the confirmation to be valid, a standard quorum must be present when the confirmation motion is considered at the later general meeting (see B1 above).

If a decision is confirmed, it takes effect from the date of the later general meeting whether or not a petition is given to the owners (UTMA s 3.11 (4), part 3.1, schedule 3).

B5 How may reduced quorum decisions be revoked?

A reduced-quorum decision may be revoked by a general meeting of the owners corporation held at any time, whether or not the decision has earlier been confirmed.

A revocation is valid whether a standard quorum or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s 3.11 (5), part 3.1, schedule 3).

VANTAGE STRATA
BUILDING TRUST

MINUTES OF THE ANNUAL GENERAL MEETING

OF THE OWNERS OF UP 4632

1y o P ouBPB C bu b u u b

10 PARBERY STREET AND 9 THE CAUSEWAY, KINGSTON, ACT, 2604

Venue: Zoom Teleconference

Date: Tuesday, 6 September 2022

Time: 5:30PM

Present:

M Knaus representing TNRC	(Lot 2, 3, 5, 11, 36, and 83)
R Crawford	(Lot 13),
D Steele	(Lot 22)
A De Silva Wijeyeratne	(Lot 27)
Capezio Property Holdings P/L	(Lot 43 and 44)
Kingsborough 49 Pty Ltd	(Lot 45)
K Nicholson	(Lot 55)
P Skrzeczek	(Lot 57)
M Carney	(Lot 58)
B Wijnberg and K Wijnberg	(Lot 73)
A Qureshi	(Lot 72)
P Skrzeczek	(Lot 75)
M Tawa and S Van De Haar	(Lot 79)
M McKeon	(Lot 89)

Apologies: S Gordon (Lot 24)

Proxy Votes: S Gordon (Lot 24) appointing R Crawford

Absentee Votes: Nil

In Attendance: T Brissett (Strata Manager, Vantage Strata)
E Aveyard (Associate Strata Manager, Vantage Strata)

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

Secretarial Note *Owners are advised that under the Schedule 3.9 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only disallowed if within 28 days after the decision was made, the Owners Corporation receives a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.*

CHAIRPERSON, PROXIES AND APOLOGIES

It was **agreed** that M McKeon chair the meeting, with apologies, absentee and proxy votes acknowledged and accepted. The meeting formally commenced at 6:00pm noting a Reduced Quorum.

ADOPTION OF MINUTES

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

CARRIED

INSURANCE

MOTION 2 (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.

CARRIED
(No Dissent Noted)

FINANCES

MOTION 3: *It was **resolved** that the financial accounts for the period **01 July 2021 to 30 June 2022** as presented be accepted.*

CARRIED

AUDITED FINANCIALS

MOTION 4: *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.*

CARRIED

BUDGET DISCUSSION

ADMINSITRATION FUND Split Budget with proportional costs

MOTION 5 (Special Resolution): *It was **resolved** that in accordance with Section 78 (2) (b) of the Unit Titles (Management) Act 2011, the Owners Corporation, by Special Resolution, determine an Administration Fund contribution according to the methodology detailed in the Cost Allocation and Special Privilege Rule.*

CARRIED
(No Dissent Noted)

ADMINISTRATION FUND All Units and Terraces

MOTION 6: *It was **resolved** that the Administration Fund budget of **$413,988.00 plus GST** for the period **1 July 2022 to 30 June 2023** 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 four (4) equal instalments due on **1 September 2022, 1 November 2022, 1 February 2023, and 1 May 2023.***

CARRIED

ADMINISTRATION SUPPLEMENTARY FUND Apartments Only

MOTION 7: *It was **resolved** that the Administration Fund budget of **$42,700.00 plus GST** for the period **1 July 2022 to 30 June 2023** 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 four (4) equal instalments due on **1 September 2022, 1 November 2022, 1 February 2023, and 1 May 2023.***

CARRIED

ADMINISTRATION FUND Single Budget Scenario (<u>should Motion 6 and Motion 7 fail</u>)

MOTION 6A: *It was **resolved** that the Administration Fund budget of **$456,688.00 plus GST** for the period **1 July 2022 to 30 June 2023** 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 four (4) equal instalments due on **1 September 2022, 1 November 2022, 1 February 2023, and 1 May 2023.***

FAILED

SINKING FUND CONTRIBUTION

MOTION 8: *It was **resolved** that a contribution of **$65,298 plus GST** as per the Sinking Fund Forecast Report be determined to the Sinking Fund for the period **1 July 2022 to 30 June 2023** to be contributed by owners in accordance with their Units of Entitlement and payable by four (4) equal instalments due on **1 September 2022, 1 November 2022, 1 February 2023, and 1 May 2023.***

CARRIED

SINKING FUND REPORT

MOTION 9: *It was **resolved** that the Owners Corporation authorise the Managing Agent to obtain a revised Sinking Fund Report.*

CARRIED

OWNERS CORPORATION RULES

ADOPTION OF SPECIAL PRIVILEGE RULE

MOTION 10 (Special Resolution): *It was **resolved** that the Owners Corporation, in accordance with Section 7B of the Unit Titles Regulation, agree, by Special Resolution, to implement and adopt the following alternative rule about the contribution method considering complex variables, as proposed, to be registered on title with Access Canberra.*

ALTERNATIVE APPOINTMENT METHOD ADOPTED

1. The Owners, by special resolution, have agreed to a split administration levy to be paid by Unit Owners 1 87 and shared between them on a unit entitlement basis for the additional costs arising due to the Additional Features and services required and contained in the two apartments buildings being Warehouse (9 The Causeway) and Shophouse (10 Parbery).

CARRIED
(No Dissent Noted)

ADOPTION OF OWNERS CORPORATION CONSOLIDATED RULES

MOTION 11 (Special Resolution): *It was **resolved** that the Owners Corporation in accordance with Section 108A of the Unit Titles (Management) Act 2011 resolves, by Special Resolution, to adopt and adhere to the Consolidated Owners Corporation Rules, as the Rules of the Owners Corporation, which will supersede and replace all other Rules previously in force, and that the Rules are registered on title with Access Canberra.*

CARRIED
(No Dissent Noted)

MAINTENANCE

MOTION 12: *It was **resolved** that the Owners Corporation authorise the Executive Committee to appoint a suitable contractor to undertake a maintenance schedule report as required under the Unit Titles (Management) Act 2011.*

CARRIED

FIRE SAFETY REVIEW

The Managing Agent advises it is a requirement of the Unit Titles (Management) (Meeting Agenda) Guidelines 2020 that the Owners Corporation have a fire safety review completed in compliance with the National Construction Code fire safety requirements.

The Fire Safety Certificate provided by 360 Degree Fire can be found on the BuildingLink portal.

EXECUTIVE COMMITTEE ELECTION

MOTION 13: *It was **resolved** that the Owners Corporation elects an Executive Committee of between 3-7 members from nominations of eligible members.*

The below seven (7) nominations were agreed upon.

K Ward (Lot 20), A De Silva Wijeyeratne (Lot 27), Don Capezio (Lot 43, 44, 45), K Nicholson (Lot 55), P Skrzeczek (Lot 57), K Wijnberg (Lot 73), A Qureshi (Lot 72)

CARRIED

CONTRACTS AND SERVICE AGREEMENTS

MOTION 14: *It was **resolved** that the Owners Corporation authorise the incoming Executive Committee 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

Electric Vehicle (EV) Stations:
The meeting discussed the installation of electric vehicle infrastructure within the basement of Block B and briefly discussed what the installation may look like for the complex and considerations that will be required. It was acknowledged the need for EV infrastructure is likely to become a demand in the future.

It was agreed for the incoming Executive Committee to investigate options and discuss internally.

Roofing Repairs/Insurance Claim:
Owners present raised concerns around the on-going roofing claim and noted the repairs had generated water ingress into the building. The Managing Agent confirmed the complex has received attention from the insurance underwriters and works are starting to be scheduled and considered. The Managing Agent also noted there was several issues around trades and materials which also delayed repair works however, it is expected to progress shortly.

MEETING CLOSURE

With no further business, the meeting closed at **6:22PM.**

Contribution Schedule

Administrative Fund	Approved Budget (01/07/2022-30/06/2023)	Current Actual (01/07/2021-30/06/2022)	Current Budget (01/07/2021-30/06/2022)
Income			
Insurance Claim Recoveries	$0.00	*$11,520.38*	*$0.00*
Interest	$0.00	*$922.69*	*$0.00*
Interest Investment Accounts Admin	$0.00	*$0.00*	*$0.00*
Keys Remotes & Swipes	$0.00	*$0.00*	*$0.00*
Levy Income Admin	$413,988.00	*$251,021.44*	*$251,018.88*
Other Income	$0.00	*$0.00*	*$0.00*
Total Admin Fund Income	**$413,988.00**	*$263,464.51*	*$251,018.88*
Expense			
A/H BM Contingency	$0.00	*$0.00*	*$1,000.00*
Audit Fees	$1,200.00	*$0.00*	*$2,000.00*
BAS & Tax Preparation	$400.00	*$580.00*	*$250.00*
Bank Charges	$0.00	*$0.60*	*$0.00*
Banking, Software & Infrastructure	$330.00	*$315.00*	*$0.00*
BuildingLink	$2,328.00	*$2,328.00*	*$2,328.00*
Cleaning - Contract	$35,000.00	*$45,572.70*	*$35,003.88*
Cleaning - General	$15,000.00	*$0.00*	*$0.00*
Community Title Scheme Contribution	$114,000.00	*$106,228.77*	*$85,317.00*
Contractor Compliance Fee	$100.00	*$86.00*	*$0.00*
Debt Recovery	$0.00	*$0.00*	*$0.00*
Electricity	$50,000.00	*$0.00*	*$250.00*
Fire - False Alarm Fees	$0.00	*$10,944.75*	*$0.00*
Fire - Maintenance Contract	$0.00	*$5,531.74*	*$3,200.00*
Fire - Repairs & Replacement	$0.00	*$4,033.00*	*$0.00*
Gardening - Contract	$6,000.00	*$0.00*	*$0.00*
Gardening - Plants and Trees	$1,500.00	*$0.00*	*$0.00*
HVAC - Contract	$1,500.00	*$0.00*	*$500.00*
Income Tax Payable - Admin	$0.00	*$0.00*	*$2,345.00*
Insurance Excess Payments	$0.00	*$0.00*	*$500.00*
Insurance Payouts	$0.00	*$13,482.78*	*$1,600.00*
Insurance Premium	$58,700.00	*$47,027.11*	*$41,000.00*
Interest Paid	$0.00	*$2.91*	*$0.00*
Keys, Remotes & Swipes	$850.00	*$750.45*	*$700.00*
Lifts - Maint. Contract	$0.00	*$7,815.60*	*$0.00*
Lifts Registration	$0.00	*$236.36*	*$0.00*
Lodgement Fees	$0.00	*$330.00*	*$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 - Strata	$32,630.00	*$31,525.00*	*$31,525.00*
Miscellaneous Expenses	$0.00	*$(781.67)*	*$0.00*

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
90/43 Constitution Ave   REID ACT 2612 Ph 1800878728 Fax

Contribution Schedule

Administrative Fund	Approved Budget (01/07/2022-30/06/2023)	Current Actual (01/07/2021-30/06/2022)	Current Budget (01/07/2021-30/06/2022)
Pest Control	$7,000.00	*$2,450.00*	*$0.00*
Plumbing - Maint. Contract	$7,000.00	*$0.00*	*$0.00*
R & M Buildings	$0.00	*$295.00*	*$0.00*
R & M Car Park Fans	$0.00	*$0.00*	*$2,500.00*
R & M Doors	$0.00	*$300.00*	*$0.00*
R & M Electrical	$2,000.00	*$2,769.00*	*$2,500.00*
R & M Garage	$0.00	*$1,156.36*	*$5,000.00*
R & M General	$20,000.00	*$2,056.16*	*$5,000.00*
R & M Locks	$500.00	*$1,015.54*	*$0.00*
R & M Plumbing	$20,000.00	*$16,528.26*	*$5,000.00*
Rates - ACT Revenue Office	$0.00	*$3,274.70*	*$0.00*
Reports - Insurance Valuation	$1,000.00	*$0.00*	*$0.00*
Reports - Sinking Fund Plan	$1,500.00	*$0.00*	*$0.00*
Rubbish Removal	$450.00	*$0.00*	*$0.00*
Security & Access System	$0.00	*$0.00*	*$3,500.00*
Water Usage	$35,000.00	*$34,927.34*	*$20,000.00*
Total Admin Fund Expense	**$413,988.00**	*$340,931.46*	*$251,018.88*
Total Contribution Schedule Levy Income	**$413,988.00**	*$251,021.44*	*$251,018.88*
ADD: ADMIN GST	**$41,398.80**	*$0.00*	*$25,101.89*
Total Contribution Schedule Budget	**$455,386.80**	*$251,021.44*	*$276,120.77*

Admin Supplementary

Administrative Fund	Approved Budget (01/07/2022-30/06/2023)	Current Actual (01/07/2021-30/06/2022)	Current Budget (01/07/2021-30/06/2022)
Income			
Levy Income Admin	$42,700.00	*$10,997.08*	*$11,000.00*
Total Admin Fund Income	**$42,700.00**	*$10,997.08*	*$11,000.00*
Expense			
Bank Charges	$0.00	*$(0.58)*	*$0.00*
Caretaker	$0.00	*$0.00*	*$0.00*
Cleaning - Carpark	$2,500.00	*$0.00*	*$0.00*
Cleaning - Carpets	$2,000.00	*$0.00*	*$0.00*
Fire - False Alarm Fees	$7,500.00	*$0.00*	*$0.00*
Fire - Maintenance Contract	$3,500.00	*$0.00*	*$0.00*
Fire - Monitoring	$3,000.00	*$0.00*	*$0.00*
Fire - Repairs & Replacement	$7,000.00	*$0.00*	*$0.00*
HVAC - Contract	$1,500.00	*$0.00*	*$0.00*
Lifts - Maint. Contract	$12,200.00	*$3,900.00*	*$11,000.00*
Lifts - Repairs & Maint.	$1,500.00	*$0.00*	*$0.00*
R & M Car Park Fans	$0.00	*$0.00*	*$0.00*
R & M Garage	$2,000.00	*$0.00*	*$0.00*
R & M General	$0.00	*$0.00*	*$0.00*
R & M Plumbing	$0.00	*$0.00*	*$0.00*
Total Admin Fund Expense	**$42,700.00**	*$3,899.42*	*$11,000.00*
Total Admin Supplementary Levy Income	**$42,700.00**	*$10,997.08*	*$11,000.00*
ADD: ADMIN GST	**$4,270.00**	*$0.00*	*$1,100.00*
Total Admin Supplementary Budget	**$46,970.00**	*$10,997.08*	*$12,100.00*
TOTAL ADMIN LEVY INCOME	**$456,688.00**	*$262,018.52*	*$262,018.88*
ADD: ADMIN GST	**$45,668.80**		*$26,201.89*
TOTAL ADMIN BUDGET	**$502,356.80**		*$288,220.77*

Contribution Schedule

Sinking Fund	Approved Budget (01/07/2022-30/06/2023)	Current Actual (01/07/2021-30/06/2022)	Current Budget (01/07/2021-30/06/2022)
Income			
Interest	$0.00	*$233.37*	*$0.00*
Levy Income Sinking	$65,298.00	*$56,891.16*	*$56,891.00*
Total Sinking Fund Income	**$65,298.00**	*$57,124.53*	*$56,891.00*
Expense			
R & M Buildings - Sinking	$0.00	*$0.00*	*$0.00*
Total Sinking Fund Expense	**$0.00**	*$0.00*	*$0.00*
Total Contribution Schedule Levy Income	**$65,298.00**	*$56,891.16*	*$56,891.00*
ADD: SINKING GST	**$6,529.80**	*$0.00*	*$5,689.10*
Total Contribution Schedule Budget	**$71,827.80**	*$56,891.16*	*$62,580.10*

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
90/43 Constitution Ave REID ACT 2612 Ph 1800878728 Fax

Admin Supplementary

Sinking Fund	Approved Budget (01/07/2022-30/06/2023)	Current Actual (01/07/2021-30/06/2022)	Current Budget (01/07/2021-30/06/2022)
Income			
Total Sinking Fund Income	**$0.00**	*$0.00*	*$0.00*
Expense			
Total Sinking Fund Expense	**$0.00**	*$0.00*	*$0.00*
Total Admin Supplementary Levy Income	**$0.00**	*$0.00*	*$0.00*
ADD: SINKING GST	**$0.00**	*$0.00*	*$0.00*
Total Admin Supplementary Budget	**$0.00**	*$0.00*	*$0.00*
TOTAL SINKING LEVY INCOME	**$65,298.00**	*$56,891.16*	*$56,891.00*
ADD: SINKING GST	**$6,529.80**		*$5,689.10*
TOTAL SINKING BUDGET	**$71,827.80**		*$62,580.10*

Budget Summary (01/07/2022-30/06/2023)

	Approved	1st Instalment 27/09/2022	2nd Instalment 01/11/2022	3rd Instalment 01/02/2023	4th Instalment 01/05/2023	TOTAL (01/07/2022-30/06/2023)
Administrative Fund	$455,386.80	$113,847.66	$113,847.66	$113,847.66	$113,847.66	$455,390.64
Sinking Fund	$71,827.80	$17,957.09	$17,957.09	$17,957.09	$17,957.09	$71,828.36
Contribution Schedule Total	$527,214.60	$131,804.75	$131,804.75	$131,804.75	$131,804.75	$527,219.00
Administrative Fund	$46,970.00	$11,742.90	$11,742.90	$11,742.90	$11,742.90	$46,971.60
Sinking Fund	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Admin Supplementary Total	$46,970.00	$11,742.90	$11,742.90	$11,742.90	$11,742.90	$46,971.60
Amount to Collect	**$574,184.60**	**$143,547.65**	**$143,547.65**	**$143,547.65**	**$143,547.65**	**$574,190.60**

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest $0.05

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
90/43 Constitution Ave REID ACT 2612 Ph 1800878728 Fax

Levy Adjustment Summary (01/07/2022-30/06/2023)

Contribution Schedule

Aggregate Units of Entitlement (UOE) - 1000

Due Date	Levy Period	Admin	Sinking	Total
27/09/2022	01/07/2022 - 30/09/2022	$113.85	$17.96	$131.80
01/11/2022	01/10/2022 - 31/12/2022	$113.85	$17.96	$131.80
01/02/2023	01/01/2023 - 31/03/2023	$113.85	$17.96	$131.80
01/05/2023	01/04/2023 - 30/06/2023	$113.85	$17.96	$131.80
Financial Year Total per Units of Entitlement		**$455.39**	**$71.83**	**$527.21**
Financial Year Aggregate		**$455,390.64**	**$71,828.36**	**$527,219.00**
Approved Budget Amount		**$455,386.80**	**$71,827.80**	**$527,214.60**
Next Year Pre Issue Aggregate		**$0.00**	**$0.00**	**$0.00**

Admin Supplementary

Aggregate Units of Entitlement (UOE) - 867

Due Date	Levy Period	Admin	Sinking	Total
27/09/2022	01/07/2022 - 30/09/2022	$13.54	$0.00	$13.54
01/11/2022	01/10/2022 - 31/12/2022	$13.54	$0.00	$13.54
01/02/2023	01/01/2023 - 31/03/2023	$13.54	$0.00	$13.54
01/05/2023	01/04/2023 - 30/06/2023	$13.54	$0.00	$13.54
Financial Year Total per Units of Entitlement		**$54.18**	**$0.00**	**$54.18**
Financial Year Aggregate		**$46,971.60**	**$0.00**	**$46,971.60**
Approved Budget Amount		**$46,970.00**	**$0.00**	**$46,970.00**
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

Owner Summary (01/07/2022-30/06/2023) - Contribution Schedule

UOE	Lot(s)		1st Instalment 27/09/2022	2nd Instalment 01/11/2022	3rd Instalment 01/02/2023	4th Instalment 01/05/2023	TOTAL (01/07/2022-30/06/2023)
17	1, 73, 74, 77, 79, 80						
		Admin	$1,935.38	$1,935.38	$1,935.38	$1,935.38	$7,741.52
		Sinking	$305.27	$305.27	$305.27	$305.27	$1,221.08
		Owner Total	**$2,240.65**	**$2,240.65**	**$2,240.65**	**$2,240.65**	**$8,962.60**
12	2, 3, 4, 7, 8, 11, 15, 16, 19, 23, 24, 78, 88						
		Admin	$1,366.17	$1,366.17	$1,366.17	$1,366.17	$5,464.68
		Sinking	$215.48	$215.48	$215.48	$215.48	$861.92
		Owner Total	**$1,581.65**	**$1,581.65**	**$1,581.65**	**$1,581.65**	**$6,326.60**
16	5						
		Admin	$1,821.54	$1,821.54	$1,821.54	$1,821.54	$7,286.16
		Sinking	$287.31	$287.31	$287.31	$287.31	$1,149.24
		Owner Total	**$2,108.85**	**$2,108.85**	**$2,108.85**	**$2,108.85**	**$8,435.40**
18	6, 83						
		Admin	$2,049.22	$2,049.22	$2,049.22	$2,049.22	$8,196.88
		Sinking	$323.23	$323.23	$323.23	$323.23	$1,292.92
		Owner Total	**$2,372.45**	**$2,372.45**	**$2,372.45**	**$2,372.45**	**$9,489.80**
13	9, 39, 76, 82						
		Admin	$1,480.01	$1,480.01	$1,480.01	$1,480.01	$5,920.04
		Sinking	$233.44	$233.44	$233.44	$233.44	$933.76
		Owner Total	**$1,713.45**	**$1,713.45**	**$1,713.45**	**$1,713.45**	**$6,853.80**
8	10, 13, 18, 21, 38, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 75, 81, 84						
		Admin	$910.79	$910.79	$910.79	$910.79	$3,643.16
		Sinking	$143.66	$143.66	$143.66	$143.66	$574.64
		Owner Total	**$1,054.45**	**$1,054.45**	**$1,054.45**	**$1,054.45**	**$4,217.80**

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest $0.05

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
90/43 Constitution Ave REID ACT 2612 Ph 1800878728 Fax

Owner Summary (01/07/2022-30/06/2023) - Contribution Schedule

UOE	Lot(s)		1st Instalment 27/09/2022	2nd Instalment 01/11/2022	3rd Instalment 01/02/2023	4th Instalment 01/05/2023	TOTAL (01/07/2022-30/06/2023)
11	12, 20, 91, 92, 94, 95, 96						
		Admin	$1,252.32	$1,252.32	$1,252.32	$1,252.32	$5,009.28
		Sinking	$197.53	$197.53	$197.53	$197.53	$790.12
		Owner Total	**$1,449.85**	**$1,449.85**	**$1,449.85**	**$1,449.85**	**$5,799.40**
9	14, 17, 22, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37						
		Admin	$1,024.64	$1,024.64	$1,024.64	$1,024.64	$4,098.56
		Sinking	$161.61	$161.61	$161.61	$161.61	$646.44
		Owner Total	**$1,186.25**	**$1,186.25**	**$1,186.25**	**$1,186.25**	**$4,745.00**
28	72						
		Admin	$3,187.71	$3,187.71	$3,187.71	$3,187.71	$12,750.84
		Sinking	$502.79	$502.79	$502.79	$502.79	$2,011.16
		Owner Total	**$3,690.50**	**$3,690.50**	**$3,690.50**	**$3,690.50**	**$14,762.00**
1	85, 86, 87						
		Admin	$113.84	$113.84	$113.84	$113.84	$455.36
		Sinking	$17.96	$17.96	$17.96	$17.96	$71.84
		Owner Total	**$131.80**	**$131.80**	**$131.80**	**$131.80**	**$527.20**
19	89, 90						
		Admin	$2,163.07	$2,163.07	$2,163.07	$2,163.07	$8,652.28
		Sinking	$341.18	$341.18	$341.18	$341.18	$1,364.72
		Owner Total	**$2,504.25**	**$2,504.25**	**$2,504.25**	**$2,504.25**	**$10,017.00**
14	93, 97						
		Admin	$1,593.85	$1,593.85	$1,593.85	$1,593.85	$6,375.40
		Sinking	$251.40	$251.40	$251.40	$251.40	$1,005.60
		Owner Total	**$1,845.25**	**$1,845.25**	**$1,845.25**	**$1,845.25**	**$7,381.00**

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest $0.05

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
90/43 Constitution Ave   REID ACT 2612 Ph 1800878728 Fax

Owner Summary (01/07/2022-30/06/2023) - Admin Supplementary

UOE	Lot(s)		1st Instalment 27/09/2022	2nd Instalment 01/11/2022	3rd Instalment 01/02/2023	4th Instalment 01/05/2023	TOTAL (01/07/2022-30/06/2023)
17	1, 73, 74, 77, 79, 80						
		Admin	$230.25	$230.25	$230.25	$230.25	$921.00
		Sinking	$0.00	$0.00	$0.00	$0.00	$0.00
		Owner Total	**$230.25**	**$230.25**	**$230.25**	**$230.25**	**$921.00**
12	2, 3, 4, 7, 8, 11, 15, 16, 19, 23, 24, 78						
		Admin	$162.55	$162.55	$162.55	$162.55	$650.20
		Sinking	$0.00	$0.00	$0.00	$0.00	$0.00
		Owner Total	**$162.55**	**$162.55**	**$162.55**	**$162.55**	**$650.20**
16	5						
		Admin	$216.70	$216.70	$216.70	$216.70	$866.80
		Sinking	$0.00	$0.00	$0.00	$0.00	$0.00
		Owner Total	**$216.70**	**$216.70**	**$216.70**	**$216.70**	**$866.80**
18	6, 83						
		Admin	$243.80	$243.80	$243.80	$243.80	$975.20
		Sinking	$0.00	$0.00	$0.00	$0.00	$0.00
		Owner Total	**$243.80**	**$243.80**	**$243.80**	**$243.80**	**$975.20**
13	9, 39, 76, 82						
		Admin	$176.05	$176.05	$176.05	$176.05	$704.20
		Sinking	$0.00	$0.00	$0.00	$0.00	$0.00
		Owner Total	**$176.05**	**$176.05**	**$176.05**	**$176.05**	**$704.20**
8	10, 13, 18, 21, 38, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 75, 81, 84						
		Admin	$108.35	$108.35	$108.35	$108.35	$433.40
		Sinking	$0.00	$0.00	$0.00	$0.00	$0.00
		Owner Total	**$108.35**	**$108.35**	**$108.35**	**$108.35**	**$433.40**

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest $0.05

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
90/43 Constitution Ave REID ACT 2612 Ph 1800878728 Fax

Owner Summary (01/07/2022-30/06/2023) - Admin Supplementary

UOE	Lot(s)		1st Instalment 27/09/2022	2nd Instalment 01/11/2022	3rd Instalment 01/02/2023	4th Instalment 01/05/2023	TOTAL (01/07/2022-30/06/2023)
11	12, 20						
		Admin	$149.00	$149.00	$149.00	$149.00	$596.00
		Sinking	$0.00	$0.00	$0.00	$0.00	$0.00
		Owner Total	**$149.00**	**$149.00**	**$149.00**	**$149.00**	**$596.00**
9	14, 17, 22, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37						
		Admin	$121.90	$121.90	$121.90	$121.90	$487.60
		Sinking	$0.00	$0.00	$0.00	$0.00	$0.00
		Owner Total	**$121.90**	**$121.90**	**$121.90**	**$121.90**	**$487.60**
28	72						
		Admin	$379.25	$379.25	$379.25	$379.25	$1,517.00
		Sinking	$0.00	$0.00	$0.00	$0.00	$0.00
		Owner Total	**$379.25**	**$379.25**	**$379.25**	**$379.25**	**$1,517.00**
1	85, 86, 87						
		Admin	$13.55	$13.55	$13.55	$13.55	$54.20
		Sinking	$0.00	$0.00	$0.00	$0.00	$0.00
		Owner Total	**$13.55**	**$13.55**	**$13.55**	**$13.55**	**$54.20**

Contribution Summary (01/07/2022-30/06/2023)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
1, 73, 74, 77, 79, 80	Contribution Schedule	17	$7,741.52	$1,221.08	$0.00
	Admin Supplementary	17	$921.00	$0.00	$0.00
	Owner Total		**$8,662.52**	**$1,221.08**	**$9,883.60**
2, 3, 4, 7, 8, 11, 15, 16, 19, 23, 24, 78	Contribution Schedule	12	$5,464.68	$861.92	$0.00
	Admin Supplementary	12	$650.20	$0.00	$0.00
	Owner Total		**$6,114.88**	**$861.92**	**$6,976.80**
5	Contribution Schedule	16	$7,286.16	$1,149.24	$0.00
	Admin Supplementary	16	$866.80	$0.00	$0.00
	Owner Total		**$8,152.96**	**$1,149.24**	**$9,302.20**
6, 83	Contribution Schedule	18	$8,196.88	$1,292.92	$0.00
	Admin Supplementary	18	$975.20	$0.00	$0.00
	Owner Total		**$9,172.08**	**$1,292.92**	**$10,465.00**
9, 39, 76, 82	Contribution Schedule	13	$5,920.04	$933.76	$0.00
	Admin Supplementary	13	$704.20	$0.00	$0.00
	Owner Total		**$6,624.24**	**$933.76**	**$7,558.00**
10, 13, 18, 21, 38, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 75, 81, 84	Contribution Schedule	8	$3,643.16	$574.64	$0.00
	Admin Supplementary	8	$433.40	$0.00	$0.00
	Owner Total		**$4,076.56**	**$574.64**	**$4,651.20**
12, 20	Contribution Schedule	11	$5,009.28	$790.12	$0.00
	Admin Supplementary	11	$596.00	$0.00	$0.00
	Owner Total		**$5,605.28**	**$790.12**	**$6,395.40**
14, 17, 22, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37	Contribution Schedule	9	$4,098.56	$646.44	$0.00
	Admin Supplementary	9	$487.60	$0.00	$0.00
	Owner Total		**$4,586.16**	**$646.44**	**$5,232.60**

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest $0.05

Contribution Summary (01/07/2022-30/06/2023)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
72	Contribution Schedule	28	$12,750.84	$2,011.16	$0.00
	Admin Supplementary	28	$1,517.00	$0.00	$0.00
	Owner Total		**$14,267.84**	**$2,011.16**	**$16,279.00**
85, 86, 87	Contribution Schedule	1	$455.36	$71.84	$0.00
	Admin Supplementary	1	$54.20	$0.00	$0.00
	Owner Total		**$509.56**	**$71.84**	**$581.40**
88	Contribution Schedule	12	$5,464.68	$861.92	$0.00
	Owner Total		**$5,464.68**	**$861.92**	**$6,326.60**
89, 90	Contribution Schedule	19	$8,652.28	$1,364.72	$0.00
	Owner Total		**$8,652.28**	**$1,364.72**	**$10,017.00**
91, 92, 94, 95, 96	Contribution Schedule	11	$5,009.28	$790.12	$0.00
	Owner Total		**$5,009.28**	**$790.12**	**$5,799.40**
93, 97	Contribution Schedule	14	$6,375.40	$1,005.60	$0.00
	Owner Total		**$6,375.40**	**$1,005.60**	**$7,381.00**
	Overall Total		**$502,362.24**	**$71,828.36**	**$574,190.60**

Schedule	UOE
Contribution Schedule	1000
Admin Supplementary	867

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest $0.05

VANTAGE STRATA
BUILDING TRUST

MINUTES OF THE
EXECUTIVE COMMITTEE MEETING
OF UNITS PLAN NO 4632 KINGSBOROUGH B

Date: *Wednesday 12th October 2022*

Time: *5:34PM Opened*

MEETING FORMALITIES

Present:

A Qureshi (Lot 79)
Capezio Property Holdings P/L (Lot 44)
K Nicholson (Lot 55)
K Ward (Lot 20)
A De Silva Wijeyeratne (Lot 27)
P Skrzeczek (Lot 57)
K Wijnberg (Lot 73)

Apologies:

Nil

In Attendance:

E Aveyard (Vantage Strata)
T Brissett (Vantage Strata)

Conflicts of interest:
Declared that Capezio Property Holdings P/L (Lot 44) is to be engaged as the contractor remediation works as part of insurance works related to the 2020 hailstorm. Don Capezio removed himself from any discussions regarding signing the contract both in email correspondence and in the Executive Committee Meeting held and did not vote on the signing of the contract.

Previous Minutes (adoption)

Adoption and acknowledgement of previous minutes, being the minutes from the Executive Committee meeting held 6th September 2022.

Agreed

VANTAGE STRATA
BUILDING A TRUST

AGENDA

1. **Appointment of office holders and representatives:**
   Motion 1: *The Executive Committee agreed to appoint:*
   a. *K Wijnberg (Lot 73) as* ***Chairperson*** *for the 2022-2023 financial year.*

   b. *K Nicholson (Lot 55) as* ***Treasurer*** *for the 2022-20233 financial year.*

   c. *A De Silva Wijeyeratne (Lot 27) as* ***secretary*** *for the 2022-2023 financial year.*

   d. *K Wijnberg (Lot 73) and A De Silva Wijeyeratne (Lot 27) as B Block representatives on the Community Title Committee.*

2. **Reports:**
   a. *Chairperson Report N/A*
   b. *Treasurer Report N/A*
   c. *Secretary Report N/A*
   d. *Building Manager Report Tabled to Committee outside of outside of meeting*

3. **Insurance Shophouse Remediation works**
   a. *The Committee was asked by CHU to sign a contract with CapCorp Constructions in relation to remediation works for the roof of the Shophouse. This is because CHU are unable to enter into the contract directly, as the works are to be performed on the property of the Owners Corporation, consistent with the approach for engaging other contractors to deliver insurance works (eg: Paynters). CHU provided the Committee with a letter from law firm Mills Oakley which sought to provide the Committee with comfort that the draft contract complied with all material legal requirements and did not impose any unusual or onerous obligations on the Owners Corporations.*
   b. *Members of the Committee held a meeting with CHU on Friday 7th October 2022 and discussed various issues relating to the contract. Following that meeting, CHU confirmed the following matters to provide the Committee with the assurance it needed to agree to the contract:*
   - *CHU has engaged in all commercial negotiations relating to this contract and the proposed engagement of CapCorp, and that the EC and OC have not been party to any of these discussions or negotiations. Agree & Correct*
   - *While the contract parties reflect the OC, Capcorp and SJA Constructions, CHU will retain overall responsibility for managing the rectification works. This would include commercial aspects, any variations or changes in scope during the works, and remediation of any defects or damage as a result of the works. Agree & Correct*
   - *CHU would act as the Principal's Representative under the contract. Agree & Correct CHU will continue to manage the rectification works through to completion. Agree & Correct*

MOTION 2: *The Committee agreed to engage Capcorp for the insurance works and agree for Vantage to sign contract on the Executive co behalf.*

Agreed

Secretarial Note *Committee would like the original certifying NOT to be engaged to certify the roof works, Vantage to set meeting with CHU to discuss this and outline process of commencement of works and schedule. Vantage to set up fortnightly meetings with CHU and Vantage. Consideration to be given to organising an information session for residents on these works once project implementation details are settled (eg: at a General Meeting or dedicated information session).*

4. **Formal acknowledgement of approval of pets (if applicable):**

   LG01,9 Pet Application Approved out of session 16/9/22

5. **Formal approval of alterations and erections application (if applicable):**

   *209 Flyscreen Application **Approved** out of session 15/9/22*

   209 Screen door and additional flyscreens, see comments below

   *G1/10 Blind Application **Approved** by Committee*

   *G1/10- Umbrella Instillation Application **Approved** by Committee*

   Additional Flyscreen has been approved by committee; however, committee would like to put a hold on screen doors being installed until there are defined, outlined rules written and passed at a General Meeting by the Owners Corporation. This will ensure that, if approved, the installation of screen doors will occur in a manner consistent with the views of members of the Owners Corporation.

   MOTION 3: *Committee agreed to put forward amendments to the house rules regarding instillation of screen doors, to be voted on at a future General Meeting.*

   Agreed

6. **General Business and Items off the floor:**

Roller Door Quotes

Motion 3: Committee agree to engage KONE on a 3-year service contract for the roller doors

Agreed

Projector discussion

Discussion around whether the Projector should be repaired and maintained, cost of repair and maintenance outlined below:

$700.00 (including GST) for initial visit, then $375.50 (excluding GST) per quarter thereafter.

Committee have reservations of spending Owners Corporation money with regards to this if residents are not going to use it. Vantage Strata will send a Survey through Building Link to seek

B B B B B B B B n.

Washing Machine

Committee discussed the need for the washing machines in the complex and the large maintenance load of this. Committee agree to send Survey to residents though Building Link to ascertain the demand from owners, to inform further discussion.

Waste room clean up

Block B Waste room has numerous bulky items that have been dumped. Committee received a quote for $800.00 for items to be removed. Committee discussed options of maintaining this going forward and for a process to be implemented for residents dumping hard waste.

Secretarial Note: *Vantage Strata to get a breakdown on quote for removal of items.*

Understanding rules/ Rewriting rules

The Committee agreed that the house rules and their enforcement required more detailed consideration over the course of the 2022-23 financial year. This would occur with a view to seeking endorsement of a revised set at rules, potentially at the next Annual General Meeting.

Owner/tenant: general housekeeping

Level 4 306 & 307 sheets out the front of the unit impairing access to the fire door Vantage to follow up Urgently.

Building Manager: general housekeeping

Lower ground carpark needs to be looked at and be cleaned regularly

Signage

Hold until next meeting

7. **Solar panels**

Roof access has been massively problematic to get items maintained on the roof. Q. Committee member raised if Owners could put Solar panels on their roof individually?

A. I B B B B B B B B B B B B B B

Special Privilege would be granted for this to go ahead.

Secretarial Note *Vantage to follow up bills from Origin for Solar bills and look at getting ACTEW quote for ongoing services.*

Next Meeting

Wednesday 16th November 2022

Meeting Closure

7:43PM

MINUTES OF THE

EXECUTIVE COMMITTEE MEETING

OF UNITS PLAN NO CTS32 Kingsborough Village

Date: *Wednesday 19th October 2022*

Time: *5:30PM*

MEETING FORMALITIES

1. **Attendance:**

R. Weeks	*N. Southwell*
M. Miko	*M. Knaus*
C. Montemayor	*K.Winjnberg*
A. Wijeyeratne	*B. Rayner*
R. Milthorpe (on behalf of A.Kerr)	

2. **Apologies:**

   A.Kerr

3. **Previous Minutes (adoption)**

   Committee approved previous minutes, being the minutes from the meeting held 27th July 2022.

   Carried

AGENDA

4. **Motions to ratify:**

   a. *The Executive Committee appoint **B. Rayner** as **chairperson** for the 2022-2023 financial year.*

   Carried

   b. *The Executive Committee appoint **B. Rayner** as **Treasurer** for the 2022-20233 financial year.*

   Carried

c. *No nominations were put forward to appoint a **secretary** for the 2022-2023 financial year and it was agreed that Vantage Strata will hold the delegation of Secretary. Should a committee member wish to nominate themselves at a later date, this will be tabled at an Executive Meeting and noted as a motion.*

Carried

5. Reports:

a. ***Chairperson Report*** *Incoming Chair for Committee **B. Rayner** will provide a chairperson report at the next Committee Meeting.*

b. ***Treasurer Report** - **B. Rayner** presented the Committee the financial report from Vantage Strata and noted the following items from the report:*

Reduction in hours of Building Manager did not occur until 1st September 2022, meaning the Owners Corporation had an overspend of just over $6,000.

Rates notices for Section 60 has an arrears charge as well as a $10,700 total for the year, with the budgeted figure only being $6000.00, this notes a short fall on rates as well as an arears charge on the account.

There is a current overspend of $20,0000 in the administration fund

Chairperson advised that given the current overspend, the committee will need to note budgeting for future reference.

<u>MOTION 1:</u> *Chairperson B. Rayner to create sub-committee for the purpose of reviewing current budgeting and funds to make recommendations to the committee. They will consider the priorities of the various projects and expenses and consider the possibility of postponing some spending and/or raising a special levy this financial year. If a special levy is recommended and agreed upon this will be taken to a general meeting for approval of the Owners Corporation.*

Carried

c. ***Secretary Report – T****o be presented by Vantage Strata at next Executive Committee Meeting*

d. ***Building Manager Report*** *Tabled outside of meeting to all Committee Members.*

e. ***Preventative Maintenance Report*** *Nil*

6. Acknowledgement of maintenance/contracts (if applicable):

a. ***Vantage and IOFS Proposal***

The Executive Committee were presented with 2 proposals for building management services to Kingsborough. These proposals were tabled and discussed at the meeting *and the committee ultimately approved **Vantage Strata** by majority vote. The Executive Committee acknowledged this decision will affect residents within the complex and the relationship held with the current building manager. The Committee extends their thanks to Mat Farmer and will write to him personally to acknowledge his dedication to his role during the period of development of Kingsborough Village. The Committee would welcome any feedback from the Owners Corporations in relation to this decision.*

. If the Owners Corporation would like to provide any feedback, please email Vantage strata and this will be passed on to the Chair of each Block.

Motion 2: *The Executive Committee appoint Vantage Strata on a 12-month contract for the Building Management Services of Kingsborough.*

Carried

b. ***Fee proposal M&P***
The Committee were presented a fee proposal from M&P for the asset register at the complex. The Committee ultimately agreed there is currently not enough funds to carry out this work and the quote will be put on hold to be discussed with the sub committee as to whether a special levy will need to be raised this financial year.

c. ***Smartsheet update***

Strata Manager presented to committee the current jobs open in Smartsheet, these included:

Key cabinets *for common area keys to be held the decision to purchase the safe will be reviewed by the subcommittee.*

Re Planting of Saplings *removed from Government land Building Manager currently chasing this with ACT Government for replacement.*

Quote for re line marking driveway *to be discussed with subcommittee under special levy. Vantage to source second quote from the original company that conducted the line marking.*

Building Managers Office *The Committee noted that there will need to be a central building managers office somewhere in the building moving forward for the new Building Management contract in place.*

Abandoned Car *The abandoned White Ute sitting on CTS land has been removed.*

Defibrillator ***MOTION 3:*** *The Committee assessed the need for the asset to be kept and ultimately decided they would keep this, and Vantage will book in a service.*

7. General Business and Items off the floor:

Update from Jarrod Smith** - **Vantage Strata General Manager

Jarrod informed the Committee of Erin C Resignation from Vantage Strata. Elliot Reinke will be taking over the management of Kingsborough and working alongside Teagan Brissett.

House Rules *The Committee discussed the need for house rules to be formed for the CTS.* ***C. Montemayor*** *will work with Vantage Strata to develop a draft set of rules to be presented to the Committee.*

Parbery Lane Liquor licence extension *It was raised in the Committee Meeting that Parbery Lane has a current application for extension of the liquor licence to support current renovations. When this application was made, there was a complaint received in regard to the liquor licence being extended to the grassed podium area. The committee discussed and majority approval was given to write a support Letter for the licence application for this to continue.*

Motion 4: *that The Committee understand this will be an extension of the current Liquor Licence license internally to their business, as well as the continuing of the Liquor License to the grassed podium area that sits within the Community Title Scheme land and that the Committee are in full support of a letter being written and signed by the Chairperson.*

Carried

Secretarial Note *It was Noted* ***M Knaus*** *held no vote on the decision of the Licence to Parbery Lane as there was a noted conflict of interest being the landlord of the commercial unit.*

Next Meeting -

B.Rayner *to set dates for meetings this financial year*

Meeting Closure

Meeting was closed at 7:02PM

VANTAGE STRATA
BUILDING TRUST

MINUTES OF THE
EXECUTIVE COMMITTEE MEETING
OF UNITS PLAN NO 4632

Venue: Zoom Teleconference

Date: Wednesday, 16 November 2022

Present: K Ward (203)
A Wijeyeratne (302)
Capezio Property Holdings D Capezio (G07)
K Nicholson (108)
P Skrzeczek (110)
A Qureshi (301)
K McNeill (302)

Attendance: Kirrilly Gregerson Strata Manager, Vantage Strata

Time: 05:30PM

MEETING FORMALITIES

1. **Attendance and acceptance of apologies**
The meeting was opened at 5:37PM.
All committee members were present, nil apologies. Karenya and Kirrilly attended via zoom.

2. **Confirmation of Chairperson**

K McNeill was confirmed as the Chairperson.

3. **Conflict Of Interest (review agenda and declare any conflict of interest)**
D Capezio noted a conflict of interest in relation to the current insurance works taking place.

4. **Previous Minutes (adoption)**

The minutes of the previous meeting held on 12th October 2022 have been confirmed.

.

5. Reports (EC):

a. Chair Report

* The CT has voted to move to Vantage Strata for the building manager contract. Both K Wijnberg and B Rayner (chair of CT) have personally expressed to Mat how much his work has been appreciated over the last four years. The IOFS Building Management service will end first week December.

*A member of the CT who is on the Block E Executive Committee wants to review the rules for the use of common property in the Community Title area.

*At the last Community Title EC Meeting it was noted that there has been a substantial overspend in the budget the two major reasons include:

i. S6 B B B B B B B B B B B B September, and

ii. Community Title rates. A rates notice has been received noting considerable arrears, however upon review it was discovered that the prior notices had not been received. Vantage Strata are working to investigate these notices.

b. Secretary Report No new items to report.

c. Treasurer Report

A review of Community Title contributions is required to ensure all due levies have been remitted. For this year the CT requested payments in advance at start of quarter instead of end of quarter, however B Block did not have sufficient cash reserves as the AGM had not been held to confirm budget and contributions.

The amount budget for CT contribution is $2,000 short from required due to budget for B block being set before the budget for CT was finalised.

6. Decisions Out of Session (ratification):

The Executive Committee members confirmed ratification of the below items approved out of session.

Approval of waste room signage, now completed.

Quote approved from IOFS for waste room clean up. There are a few items left to be removed but this will be completed.

Approval of Parbery 0 B B B B B B B B B B of their liquor license (as an out of session decision that was carried with the support of 5/7 committee members).

K McNeill will speak with the applicant to confirm that inclusion of CT common property within the liquor licence application will not have an impact on residents (e.g. being able to access or consume outside alcohol within the area). K Ward noted that the only change is to the business name and the change in capacity now that there is extra seating.

Change in Contractors for the Fire Maintenance Service Contract from 360 Fire to
7 B B5 B B

7 B B5 B B B B B B B B B
(installation of LED emergency fitting) Repair broken light.

Downpipe in 103/10 car spot relocation approved, conditional that the Owner cover the costs.
Approval for Construction Control to go ahead with repairs in the LG and basement (as arranged by Don, Will has agreed to do this work at no cost). This work includes the loose silver insulation tape and attending to the leak under the atrium strip drain and to install a bollard in the small car space to improve access to the back door of Harcourts.

7. Special Items:

Fire alarms and items stored in Common Property areas:
The Executive Committee noted a problem with reoccurring false alarms. The Strata
6 B B B B B B B 7 B B5 B B B ese false alarms and to request information on what the business intends to do in relation to the high number of false alarms being experienced, noting that if detectors are blocked by dust/cobwebs, or faulty in general. The Executive Committee would like the faults dealt with promptly.

Items on common property deferred.

8. Insurance:

Hailstorm roof rectification insurance claim update
D Capezio provided the following update:
The Western Scaffolding has commenced installation, expecting completion 17th November 2022. From Monday 21st November it is anticipated that the Roofing contractor will be on-site to commence works on the South end and make progress through to the Northern end. The current stage of works is likely to be completed before the end of February 2023, weather dependent. Sometime in March 2023 the scaffolding will come down, and then CapCorp will commence installation of scaffolding on the east side of the Shophouse (the courtyard side).
CapCorp have been able to adjust the original scaffolding plan around the communal BBQ area to allow continued access for residents the tubes from the scaffold will be pulled back so they are in line with the concrete hob under the balustrade and will not present a trip hazard.
Some residents from the Terraces experienced issues with ability to exit the carpark, one particular carpark in the northern end is having difficulty with available turning space, which CapCorp will continue to monitor.
The scaffolding has been set up to allow the best passage available to residents given the circumstances and available space.

There has been some feedback received regarding the blue-coloured mesh which is being used instead of a red coloured alternative. D Capezio noted that this is due to supply issues, and whilst it would be preferable to use the red as it does not block out as much natural light, it is currently not available. The mesh is a safety requirement and an not be removed, however CapCorp are currently reviewing the plans to explore whether there is an ability to safely reduce the volume of mesh required on the lower levels, there is a possibility to reduce the amount of mesh until Christmas. D Capezio noted that queries have been raised as to why a boom lift could not be utilised in place of the scaffolding, however safety requirements are the reason the scaffolding has been utilised across the project.

The Executive Committee noted a potential need for an informal information session around February 2023 prior to works commencing on the Western side courtyards. This will be given further consideration as the time approaches. This will be an opportunity to consult with the business owners (as well as residents) as to how this phase of the project can be completed whilst minimising disruption to them.

The Strata Manager will seek and provide an update from the insurer for progress of works on the Warehouse roof. The Executive Committee would like to reinstate regular meetings in relation to this task.

9. Action Items/Discussion Topics:

Action item list
The Strata Manager will review all tasks on the action list and ensure the notes/comments are up to date. Access will be provided to all committee members.

Door frame repairs
An owner has reported issues with the front door to the unit being swollen and catching on the floor and frame, as well as the screws in the striker plate becoming lose as a result and now are not tightening properly. The Executive Committee have requested an itemisation of the quote obtained by the owner so they can consider the boundaries of who is responsible for what items and values.

As a side discussion the Executive Committee noted that there is a problem with water pooling on level threehall and on level two right outside the lift entrance, as the
B B B B B B B B B B B B B B B B
for further damages to arise to front doors. The Strata Manager is to relay the concern to Raiders Plumbing and seek their advice on possible solutions i.e. strip drains etc.

CTS Priorities/Projects
The Community Title has established a sub-committee to review priorities and special projects requiring completion, in line with available funds.

1. **Building Managers Office**
A new location for the Building Managers office is currently being reviewed with a possible location having already been identified by B Rayner (Chair D Block). A quote to fit out the location has been obtained by D Block, totalling $12,000. It was noted that the security system would remain in the current location in the warehouse basement, and that room may also need to be utilised for storage of some larger items or tools. A more secure storage option will also be considered for keys.
In order for B Block to be satisfied in proceeding with the plan, the Committee would like to arrange an on-site meeting with interested members from the Community Title, D Capezio and the Building Management Team Leader from Vantage Strata within the next week, to ensure the proposed location meets the requirements of the new Building Manager commencing in December 2022, or if a more cost-effective option can be considered in light of CT budget pressures. The Committee also discussed the need to manage a risk around Blocks contributing funds towards a particular solution, only for the host Block to withdraw their agreement to site the Building Managers office.

2. **Traffic Calming Solutions**
Concern was raised that speed bumps have been removed without establishing alternative traffic solutions, however the task now seems to have the need to be paused in terms of priority. K McNeill will raise the matter in the next Community Title meeting. Members who were on the EC prior to the removal of those speed humps reported on the number of B Block residents who complained about the noise and vibration through their apartments that was caused by those humps. Therefore the committee understands there is a balance to be struck. The committee discussed the possibility of additional bollards to allow more of a shoulder at the key places where pedestrians cross the driveway. D Capezio advocated for getting a traffic engineer report to provide advice to ensure best practice. The Committee agreed that CT representatives should seek agreement from the CT Executive Committee to include this item on the list of priorties.

Commercial tenants use of facilities
P Skrzeczek and K Wijnberg met with the building manager to discuss the ongoing challenges in the waste rooms. In the Warehouse waste room there are currently three recycling bins, one of which belongs to A block and will be returned to them as soon as they regain use of their waste room. Consideration is required for alternative solutions for the commercial waste, such as an allocated area for the commercial waste and signage. The Committee agreed to pilot a restructure of the Warehouse waste room to meet the needs of relevant users, and to reduce the amount of space in the waste room that residents have inappropriately been using to dump their unwanted furniture and household items (which costs the OC to have removed). As part of this pilot, the Committee will engage with commercial units in relation to the need for regular removal of large commercial waste items (large boxes, milk and bread crates, oil drums, etc).

10. General Business:

The Meeting noted items from Unit 306/9 obstructing the fire exit have still not been collected/removed.

The bollard for the small car space is yet to be completed, D Capezio will follow up with Construction Control .

Concerns were raised in relation to the extent of the impact the scaffolding has on the balconies, and this information not being provided in detail with residents. The Strata Manager will further pursue, D Capezio will provide the Strata Manager with the plans CapCorp had issued to the insurer, which were not forwarded on.

Vantage Strata will issue a notice to residents on changes to Strata Management and Building Management roles and ensure notices in the lifts are updated with contact details of new staff .

11. Next Meeting (date):

The date of the next meeting is Wednesday 14th December at 5:30PM. D Capezio offered the use of his office for those wishing to attend in person, and the Strata Manager will establish provide an online platform also.

With all matters being discussed, the meeting closed at 7:13PM.

[i] *The Executive Committee should familiarise themselves with the following schedules outlined in the Unit Titles (Management) Act 2011 (UTMA):*
Schedule 1 titled 'Codes of Conduct' (Page 122)
Schedule 2 titled 'Executive Committees' (Page 127)

A copy of the UTMA can be downloaded by using the link below:
www.legislation.act.gov.au/a/2011-41/current/pdf/2011-41.pdf [i]

MINUTES OF THE

EXECUTIVE COMMITTEE MEETING

OF CTS32 KINGSBOROUGH VILLAGE

Venue: $hs C B B 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***

7 B B B B6 B B B B B B B B

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 B B 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.

VANTAGE STRATA
BUILDING TRUST

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 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
EXECUTIVE COMMITTEE MEETING
OF UNITS PLAN NO 4632 KINGSBOROUGH B

Venue:	On-site or via Zoom Teleconference	
Date:	Wednesday 14th December 2022	
Time:	06:00PM	
Present:	A Wijeyeratne	(Lot 27)
	D Capezio	(Lot 44)
	K Nicholson	(Lot 55)
	P Skrzeczek	(Lot 57)
	A Qureshi	(Lot 72)
	K Wijnberg	(Lot 73)
Attendance:	K Gregerson	(Vantage Strata)

MEETING FORMALITIES

1. **Attendance and acceptance of apologies.**

   The meeting opened at 6:05pm, K Wijnberg was noted as the Chairperson for the meeting.

2. **Conflict Of Interest (review agenda and declare any conflict of interest).**

   Nil. Ongoing declared conflict of interest noted for D Capezio on roof repairs

3. **Previous Minutes (adoption)**

   The minutes of the previous committee meeting held on 16th November 2022 were confirmed.

4. Reports:

a. Chair Report

K Wijnberg advised that the new Building Manager has started, and that Building Managers office will be located in Block D near the BBQ/Playground area as soon as the work on the office is completed. The Executive Committee of Block D have approved this, and will be convening a General Meeting to authorise the registration of a Special Privilege Rule to formalise the Community Title use of D Blocks common space.

K Wijnberg thanked all Executive Committee members for their work throughout the year.

The Managing Agent has been following up several unpaid invoices and will continue working with the Treasurer and Chairperson to close out any remaining matters.

b. Treasurer Report

The financial statements will typically be available by the 16th of each month. The Strata Manager will ensure they are sent to the Treasurer and Chairperson once finalised.

c. Secretary Report

In relation to the Community Title the rates notice which includes arrears covering a considerable period of time is continuing in negotiants, with Vantage Strata seeking reduction of interest charges due to Access Canberra not updating the address for service of notices after they had been notified to do so on multiple occasions.

5. For Discussion:

a) Issues with parking in LG visitor disabled spots.

The Executive Committee discussed this at length and agreed for this to be raised at the next CTS Meeting.

The Executive Committee of B Block would like to have strong enforcement rules for residents and their guests that repeatedly park within the disabled parking bays without disabled permits, for example placing stickers on the cars of the repeat offenders.

b) Removal of building materials outside fire door U 306/9.

P Skrzeczek advised that the building materials are still outside of the fire door.

K Gregerson advised that this has been raised with the Unit Owner on a number of occasions. K Gregerson will follow up further with the lot owner and provide them with the final opportunity to remove the items before arranging removal and having costs charged back to the lot.

VANTAGE STRATA
BUILDING TRUST

c) Security system setup (for future waste room security).
The Executive Committee spoke about this in length and have requested that the Managing Agent search for any copies of CCTS mapping for the complex.

K Nicholson requested to see the current system in placed the Building Manager will arrange a time to meet together and provide the necessary access.

d) P Skrzeczek raised the importance of maintaining the new arrangements for the warehouse waste room, which are designed to reduce dumping. Vantage Strata to request that the waste collection team return the bins back to the allocated spot in the waste area. The Strata Manager confirmed that the Building Manager spoke to the contractors in relation to this and it has now been resolved.

e) Composting service will recommence prior to the end of the month. All residents of Block B are welcome to sign up at their own cost and participate in this initiative (see details on the compost cage in the warehouse waste room).

f) The Executive Committee requested from the Strata Manager, a breakdown of the allocated times/tasks for Building Manager. The Managing Agent noted that the scope is still being developed as the new Building Manager is still grasping the needs of each of the Blocks within the Community. It was agreed at the CTS level for the Building Manager to determine what the needs are across the community and then further breakdowns can be provided to each of the blocks and the CTS committee.

g) The Managing Agent is to request the Scope of Works from the cleaning contracts and provide to the Executive Committee.

h) The previous Building Manager was given 7 Bd B Bfor the shophouse waste room however these have not been put up. K Gregerson is to speak with the current Building Manager to see if the signs were left behind, and then action accordingly.

i) The Executive Committee sought a response as to how maintenance items can be streamlined. K Gregerson noted that the Smartsheet tool is the best way to keep abreast of tasks, which the Executive Committee have access to. This document coupled with regular meetings between the Committee and Strata Manager will act to keep all parties informed.
K Gregerson to resend the link for the Smartsheet to the Executive Committee.

j) Unit 201 Front Door replacement revised quote not yet received and will share with the Committee when it is at hand.

k) The Committee raised question about the stickers on fire assets around the building, and questioned on removal. K Gregerson noted that the stickers are in place to number the B B B B B B Bd B 7 B BS B B Bover B B B B Br B B B B B B 6Bs B B B 7 B BS B B B B B B

l) Smartsheet items K Gregerson is to arrange to meet with K Wijnberg to progress through remaining action items on Smartsheet.

m) Casual vacancy on the Executive Committee The Committee discussed a nomination from M McKeon to fill the vacancy created by the resignation of K Ward in Nov ember 2022.
For transparency and fairness, the Executive Committee agreed to wait until the next General Meeting for the Owners Corporation to appoint an Owner to fill the vacancy, as this will allow a fair opportunity for all interested parties to express their interest. K Gregerson to inform M McKeon of this outcome.
The Committee noted that a General Meeting would be desirably held in the first quarter of 2023 to facilitate a timely appointment and to address other issues flagged for consideration by the broader Block B ownership.

n) Traffic calming was discussed at length - The Executive Committee agreed to put to the CT a solution to install flexible bollards where the main walkways meet the driveway to allow an opportunity for both pedestrians and drivers to see each other safely. The chair and secretary will raise this at the next CT meeting and D Capezio will meet with the Building Manager to discuss so that he can assist with obtaining quotes for these bollards to reduce risk for pedestrians on the community title land. The Strata Manager is to obtain quotes for installation of flexible bollards on the Community Land, and then present at a future CTS meeting.
The Committee request that K Gregerson locate the historical quote from Indesco and share with the Executive Committee.

6. Pet Applications (Applications)
No applications received.

7. Erections and Alterations (Applications)
No applications received.

8. Hail Damage Insurance Works
A meeting has been held in relation to the insurance works, the meeting has been recorded and if owners would like to have access to watch this, they can request this through the Managing Agent.
The Executive Committee have been assured that CHU and Capcorp will host another similar meeting in February 2023 prior to the erection of scaffolding on the eastern side of the shophouse.
K Wijnberg and K Nicholson agreed to attend the fortnightly meetings for updates with CHU.

9. Next Meeting (date):
The Executive Committee agreed that the next meeting will be on Wednesday 18th January at 5:30pm.

10. Meeting Closure:

With no further business the meeting closed at 7:15pm.

VANTAGE STRATA
BUILDING TRUST

MINUTES OF THE
EXECUTIVE COMMITTEE MEETING
OF CTS32 - KINGSBOROUGH VILLAGE

Venue:	$hs C B B 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.

VANTAGE STRATA
BUILDING TRUST

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.
   Bd B B B 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 d B B B B B B purpose, that the former Building M 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 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 pla B B B B B B B B Fire Brigade team to re-set the exhaust fans in all relevant areas. P Gregerson will check all . B B B B B B B B

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.*
B B B BB B B B B B1 B B B B B
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 UNITS PLAN NO 4632 – KINGSBOROUGH B

Venue: On-site and via Zoom Teleconference

Date: Wednesday 18th January 2023

Time: 06:00PM

Present:	A Wijeyeratne	(Lot 27)
	D Capezio	(Lot 44)
	K Nicholson	(Lot 55)
	P Skrzeczek	(Lot 57)
	A Qureshi	(Lot 72)
	K Wijnberg	(Lot 73)

Attendance: P Gregerson, Building Manager, Vantage Strata

B Virtue, Associate, Vantage Strata

K Gregerson, Senior Strata Manager, Vantage Strata

MEETING FORMALITIES

1. **Attendance and acceptance of apologies.**

   The meeting opened at 6:29pm, K Wijnberg was noted as the Chairperson for the meeting.

2. **Conflict Of Interest (review agenda and declare any conflict of interest).**

   Ongoing declared conflict of interest noted for D Capezio on roof repairs.

3. **Previous Minutes (adoption)**

   The minutes of the previous committee meeting held on 14th December 2022 were confirmed.

AGENDA

4. **Reports:**
   a. **Chair Report**
   Feedback from the latest Community Title Committee Meeting
   It was noted that there had been some emails around the task delegated to the CT subcommittee regarding traffic management options. K Wijnberg raised the suggestion of flexible bollards with this group which was met with the suggestion that permanent solutions should only be implemented with the recommendation via report from a Traffic Engineer.
   There was mixed response within the CT Executive Committee in relation to the idea of starting to enforce parking spaces within the visitor carpark (i.e cars without disabled stickers parking in the disabled spaces etc), in some way shape or form. It was agreed by the CT Executive Committee that Vantage Strata will obtain proposals from external service providers for monitoring of this space. The CT meeting also recognised that despite the problem being identified, there are few practical ways in which to handle the concerns. The matters will be re-discussed at the next CT Executive Committee meeting.

   Parbery Lane Liquor Licence – Following some questions raised last meeting, K Wijnberg provided feedback on a discussion with the owners of Parbery Lane with respect to their liquor licence which covers the village square between the Warehouse and Shophouse buildings, and how this may impact residents, visitors and other tenancies. Parbery Lane confirmed that people can continue use the courtyard to consume alcoholic beverages not purchased at Parbery Lane. It was also noted that the licence does require a duty of care that extends to the consumption of alcohol in the courtyard when Parbery Lane is open (e.g. drunk and disorderly conduct, or consumption of alcohol by minors).

   b. **Treasurer Report –**
   The financials have been reviewed and while overall the Owners Corporation has spent less than budgeted for the period, it is anticipated that some areas of the budget currently significantly below budget will likely increase in the second half of the year, notably; electricity and insurance. The budget for cleaning was noted to be currently overspent

and K Gregerson was asked to investigate the reason for the apparent over expenditure on the cleaning allocation. There may be a budget allowance as part of the insurance claim for cleaning services, particularly for the toilets which have been handed over to CapCorp CHU for use during the contract. K Gregerson to raise the query with CHU Representative V Tramonte.

It was noted that the insurance renewal is yet to come due, and this is likely to see a large increase based on the current market trends, due in part to some key insurance providers no longer covering the Canberra region and increases in the number of extreme weather events. Additionally, it was noted that the cost of building has increased dramatically since B block was completed and it was deemed prudent to update the building sum insured to $45,350,000 (In line with a current insurance valuation requested by the EC) at an additional cost of $783.34 for the current financial year.

There are invoices which remain unpaid due to ongoing investigations, one being Electricity charges which will connect to the insurance claim, and an invoice from Discount Glass for repairs of the window for unit 301/9 which is not yet satisfactorily complete.

K Gregerson to query with ACT Revenue office if all bills have been issued for water usage.

K Gregerson to investigate from information available what Height Safety Systems and access points are in place on the rooftops at present, and report back to the Executive Committee. It was noted that there doesn't appear to be abseil anchor systems on the roof, but harness points for use in times of trades people needing to walk around the roof. Vantage Strata is to obtain a quote for safety inspection once the hail repairs are completed on the Shophouse and site is returned from the builders.

K Gregerson to obtain quotes for an external building clean, noting that other blocks are currently conducting these through the use of a boom lift, which does not require Height Safety Systems to be certified.

K Gregerson to seek pricing for updated Sinking Fund Forecast due to the current high levels of inflation potentially undermining the accuracy of the assumptions in the previous report.

c. **Secretary Report**
It was noted that the Executive Committee had previously agreed to hold a General Meeting in the first quarter of 2023 and that the agenda for this meeting was to be discussed as part of this meeting.

5. **For Discussion:**

Consideration of amendment to the Rules.
The Executive Committee will look to seek feedback at the General Meeting from all Owners in relation to any rule amendments they would like to see implemented.

Clarity around increase in body corporate fees/budget.
It was noted that there was some confusion amongst owners in relation to the increase in levies (notwithstanding that owners had agreed to the budget at the most recent AGM). The costs of maintaining and insuring the building are increasing and unfortunately it may not be possible to reduce the levies in future budgets. It was agreed that the Executive committee would provide an overview of the budget situation at the upcoming General Meeting.

Door Repair Unit 201
Five of six Committee members agreed to share the costs of the required repairs to the front door and frame at Unit 201 – total cost is $330, with 50% to be covered by the Owners Corporation. The Committee considered that there was potentially an issue relating to the design of common property that may have contributed to this.

K Gregerson to notify the lot Owner to proceed with repairs. The Executive Committee asked Vantage to provide further advice on what may have contributed to the damage and steps that should be taken in the future to avoid further incidences.

Vantage Strata to prepare a General Meeting Agenda for review of the Executive Committee, tentatively booked for 1st March 2023 via Zoom, at 5:30 PM. The agenda will address the following matters:
General discussion and feedback on Rules;
Review of Budget Position
Motions for approval of screen doors to Warehouse front doors;
Priority projects for the purpose of budget forecasting;
Nominations to fill the casual vacancy on the Executive Committee

Insurance Variation / Renewal
The Committee have been presented a quote of $783.34 to increase the Building Sum Insured for the complex from the value of $37,044,000 up to $45,350,000 per the recent Insurance Valuation Report.
The Executive Committee approve the proposal and K Gregerson is to instruct BCB Brokers to obtain the endorsement invoice and make payment.

K Gregerson further noted for awareness, that recently we have been seeing increases in insurance policies for numerous Owners Corporations reaching renewal dates at a rate of 15-25%.

Solar panel installation for Warehouse, 3rd floor residents
The query was raised about possibility of Owners being permitted to install their own solar panels on the roof. The Executive Committee determined that interested Owners may submit individual requests to the Strata Manager, and these can be considered case by case.

The Committee discussed the various issues associated with individual unit holders being granted access to the roof (which would need to be approved at a General Meeting), including increased safety risks, increased risk of roof leaks and access issues. The committee discussed the possibility that when the roof repairs are complete, we could look at quotes to maximise the solar panel coverage on the warehouse roof (owned jointly by the owners corporation rather than by individual units).

Projector
Vantage Strata is to arrange a quote from Pacific FM to provide necessary ventilation to the projector cabinet and share with the Executive Committee for further instruction once received.

The Executive Committee have authorised K Gregerson of Vantage Strata to sign the amended development application form on their behalf, the purpose of the form being to remove Paynters as being noted as the repairer for the Shophouse roof connected to the insurance claim, since CapCorp have taken over the project.

It was noted that there are currently 4 washing machines for B Block, and one is currently out of operation. The Committee considered a price for repairs and decided that, due to previous surveys results indicating that very few residents use these washing machines, the Executive Committee have determined that they will not proceed with repairs at this point. This will be reviewed if another machine breaks or there is feedback indicating the number of machines becomes inadequate to meet future demand.

Vantage Strata are to obtain a quote for the addition of a black steel panel on the ground level Warehouse entrance gate (the entry point on the left-hand side of the building) in order to prevent non-residents from being able to gain access by placing their hands through the spaces in the fence panel and pressing the green 'exit' button to open the gate. This quote will be sent to the Executive Committee for further review.
It was further noted that some residents have complained about the noise from these panels vibrating as the gates close – the Building Manager has tightened the struts to the best of his ability.

Pump servicing
Water and sewage pumps require a service contract to be established. A quote from Q-Max has been provided for the value of $605.00 for both systems on a quarterly basis. This proposal has been accepted.

The Committee have asked Vantage Strata to confirm the status of the servicing contract for the roller door which services blocks B, D, and E.

In relation to the hail rectification works, Vantage Strata to confirm the times of a Project Control Group (PCG) meeting with K Wijnberg & K Nicholson, and a Community Engagement Meeting for all owners and residents, including CapCorp and CHU, both within the upcoming fortnight.

It was noted that several calls have been placed to WorkSafe by individuals lodging complaints about safety practices during the hail rectification works, all of which were investigated, with the workers and workplace found to be compliant. It was discussed that if any concerns for behaviour or safety are witnessed, CapCorp and Vantage Strata are happy to handle these immediately with concerned parties. All calls placed to WorkSafe result in shut-down of the site and can cause two to three days of delay each time. These delays to the project have the ability to place additional costs directly on the Owners Corporation for unnecessary delays. The Committee noted that while reporting to WorkSafe to raise genuine concerns should not be discouraged, that it was also important to highlight to residents the adverse impacts of spurious complaints being lodged. The Committee asked that any communications regarding this issue be cleared past it prior to dissemination.

6. **Pet Applications (Applications)**
   No applications received.

7. **Erections and Alterations (Applications)**
   No applications received.

8. **Next Meeting (date):**
   The Executive Committee agreed that the next meeting will be held on Monday 13th February 2023 at 5:30PM via Zoom.
   There will also be a General Meeting scheduled for 1st March 2023 via Zoom – an Agenda for which will be distributed in due course.

9. **Meeting Closure:**

   With no further business the meeting closed at 7:15 PM.

INFORMAL DISCUSSION – BUILDING MANAGEMENT

Prior to the meeting officially opening, the Executive Committee spoke with P Gregerson, the Building Manager who had been asked to attend the meeting on this occasion to discuss the transition of Building Management services to Vantage Strata (noting it would not be the standard arrangement).

A query was raised in relation to the services performed specifically to meet B Block needs and to better understand how much time B Blocks tasks were taking up in comparison to the other Blocks within the precinct. The Committee noted that there was little transparency under the previous Building Management Agency. It was also noted that there were discussions occurring at a Community Title level regarding a potential reduction of contracted hours. Hence it was necessary to understand how much time was spent performing duties at various parts of the building, to enable a considered decision about whether to reduce hours, or reduce tasks performed It was noted that P Gregerson is currently achieving positive standards and outcomes.

P Gregerson noted that the task which is most time-consuming is reviewing of CCTV footage to find parties responsible for waste room breaches, and that steps can be taken in future to mitigate the time needed – for example, to identify one resident who had disposed of a glass panel in the waste room took over 2 hours of time which then detracts on time available to complete other tasks at the complex.

P Gregerson noted that overall B Block is flowing smoothly in terms of not having a large volume of unattended works or faults within the building which have been identified. However, it was noted that both the Building Manager and Strata Manager have spent considerable hours in the background trying to get on top of jobs that were outstanding at the point of handover from IOFS prior to being able to understand the current state of affairs. Over the past 6 weeks of reviewing and updating the various databases, it seems as though items are starting to fall into place. There have been lighting issues and faulty fire extinguishers noted lately, and these tasks have been reported to the necessary contractors to rectify faults. The outdoor theatre area does not seem to attract much use, if at all, however there will be a need to service equipment and look to add ventilation methods to the current housing unit as the box becomes quite hot and not good for the projector inside. P Gregerson suggested the Executive Committee consider investing in these items or changing the area to provide an alternative use.

Progress of the new Building Manager's office was queried – P Gregerson confirmed that the new door lock was installed yesterday, and the key safe installed the week prior. Currently awaiting arrival of desk and chair etc before it would be able to be used.

A query was raised in relation to the current location of bins for Block A in preparation to hand back their bin room as soon as the new office is ready. P Gregerson confirmed that one of the general waste bins for A Block is in the Shophouse waste room, and the recycling bin is currently in A block's storage area within their basement.

K Nicholson queried the availability to meet with P Gregerson on Monday morning to review the CCTV set-up, and this has been confirmed.

The meeting queried if P Gregerson had made a determination as to the ability to reduce the overall contracted hours down from 30 per week to a lower number, in a bid to reduce the cost of the service. K Gregerson noted that this is a decision being made at a Management level taking both the Building Manager's & Strata Manager's feedback on board, but we were not in a position to make a recommendation. K Gregerson further noted that J Smith and herself were in the final stages of breaking up the hours to be dedicated to each block based on splits of how much each Units Plan contributed to the overall contract, and that this would be shared with the CTS Community once resolved. It was also noted that at the moment, P Gregerson is filling a full 38-hour week with tasks at the precinct, despite the contract being only 30 hours per week, so any reduction in hours will come with a reduction of service availability too.

The meeting queried P Gregerson about any future projects that he may have witnessed should be tabled for further consideration by the Executive Committee – to which the response was nothing other than the projector equipment which had been discussed earlier. However will be in a better position to know once the insurance works are completed and scaffolding removed.

The meeting noted that they had requested the previous Building Management company to conduct a fob audit and wanted to confirm if this is something that will be undertaken under the current agreement. K Gregerson noted that the contract with the CTS does allow for fob audits at the CTS level, and whilst Vantage can assist with fob audits for individual blocks, this is something that the service provider, Smart Design, should be engaged to perform. It was further noted that the current location of the access system is within the underground carpark and there is no reception in the room, so performing audits is going to be more time consuming – it is recommended that the equipment be re-located to the Building Manager's office and the potential need for an internet service as running the equipment off mobile phone hot-spot is not reliable. K Gregerson noted this will need to be discussed at the Community Title level.

It was further discussed that, in the handover from the previous Building Manager, correct levels of passwords and access has not been provided to Vantage Strata, nor instruction of how to use the system correctly. Vantage Strata has reached out to Smart Design to seek assistance on these fronts but are still waiting for the request to be addressed.

With no further questions, P Gregerson left the meeting at 6:27PM.

VANTAGE STRATA
BUILDING TRUST

MINUTES OF THE

EXECUTIVE COMMITTEE MEETING

OF UNITS PLAN NO 4632 KINGSBOROUGH B

Venue:	Zoom Teleconference	
Date:	Monday 13th February 2023	
Time:	05:30PM	
Present:	A Wijeyeratne	(Lot 27)
	K Nicholson	(Lot 55)
	P Skrzeczek	(Lot 57)
	A Qureshi	(Lot 72)
	K Wijnberg	(Lot 73)
Apologies:	D Capezio	(Lot 44)
Attendance:	K Gregerson, Senior Strata Manager, Vantage Strata	

MEETING FORMALITIES

1. **Attendance and acceptance of apologies.**

   The meeting opened at 5:36pm, K Wijnberg was noted as the Chairperson for the meeting.

2. **Conflict Of Interest (review agenda and declare any conflict of interest).**

   Nil

3. **Previous Minutes (adoption)**

   The minutes of the previous committee meeting held on Wednesday 18 January 2023 were confirmed.

4. **Reports:**
   a. **Chair Report**
   Community Title: Feedback from the latest Community Title Committee Meeting
   No meetings held with the CTS since the last B Block EC Meeting. No update to provide in this regard.

   Insurance Works: A meeting with CapCorp, CHU and Vantage Strata was held on 31st January 2023, the progress of insurance works was discussed. K Gregerson will review the cleaning invoices and ascertain any additional cleaning costs for the toilets allocated to CapCorp for use during the rectification works have been added to the base service fee. If an increase is present this will be submitted to CHU as part of the claim.

   There was a discussion about the handling of communication with residents regarding WorkSafe complaints. While the Committee note it is important for residents to raise any potential safety concerns, repeated reports for unfounded concerns delays works and has the potential for additional costs to be imposed directly on the Owners Corporation for unnecessary impacts and delays. No further action to take on this point.

   b. Treasurer Report

   At the time of this meeting the financials for the month of January were not available. Once the Treasurer has received the reports he will email all EC Members with any updates that are needed.

   The Owners Corporation have not exceeded the 2022/2023 budget however it is important to keep an eye on it in the event that anything changes before the end of the Owners Corporation Financial Year.

   c. Secretary Report
   Nil items to report on which are not covered under individual points throughout the agenda.

5. **For Discussion:**

   Hail Damage
   Shophouse Despite various measures to communicate the impact of scaffolding for residents, there have been several complaints noted. CapCorp have been able to work around with some adjustments, however with others there has not been as much flexibility, despite the engineers being called in to re-review plans multiple times. CapCorp have been responsive and have tried to find ways to work with all concerns raised. Some complaints have been escalated to the insurer as they were
   B B B B B B B

Kris from CapCorp has been involved in various discussions and meetings to try and address the concerns of residents.

The erection of the scaffolding is due to be finalised in the coming week. Capcorp are confident about the timing of the project and are hoping that it will be finalised by the end of May as per the original timeline.

Warehouse Paynters are still progressing through the project and seem to be working toward repairs 6-7 days a week. The work seems to be progressing quite well and the Strata Manager has not received any concerns from residents. Paynters have completed the 4 upper roofs and have now progressed to the lower level roofs. The Strata Manager will contact Paynters to see if they can provide an update to residents about the timeline of works, and confirm if they will be continuing works on weekends.

Renewal of insurance/consideration of broker

CHU is the only insurer to propose terms, all other insurers declined to quote due to claims history or declined to respond.

Vantage Strata made recommendation to the Executive Committee to consider switching from BCB brokers to Honan Brokers, as BCB are not agents for Vantage and therefore the handling of any claims, including lodgement and any form of the management of the claim (correspondence, meetings etc) is a chargeable service under the Management Agreement.

The Executive Committee agreed that should there be no increase in premium nor broker fee, the Broker may be switched from BCB to Honan immediately if this is possible, otherwise, the Committee will review this again prior to renewal of the next policy.

Discussion of House Rules

The Committee have concerns that the current Owners Corporation rules are quite vague. The main area of concern is common property outside residents front doors, it has been found that a lot of residents are not living in accordance with the Rules i.e. bikes, planter boxes, doormats etc on common property. Such items have been raised by the new Building Manager as presenting potential fire risk, trip hazard and / or fall hazard.

In the past letters have been sent to residents notifying that they are in breach, however, further follow up was not pursued by the Executive Committee.

The process of issuing infringement notices was explained by the Strata Manager. After a number of warnings, a breach notice can be issued, if the breach is not rectified the matter can be presented to ACT Civil & Administrative Tribunal (ACAT) where the next measure would be determined by a Tribunal Member.

The Strata Manager also explained the process of uncollected goods from Common Property including being able to move items to a safer location if they are impeding a fire exit or walkway. All EC Members agreed that they would like the rules amended to state that items cannot be stored where they obstruct walkways and fire exits.

The Committee also discussed addition of security doors in the Warehouse. It was decided that a blanket rule would be established and presented to a General Meeting for the Owners Corporation to consider, which would allow all Owners within the Warehouse only to install security screen doors at the front of their main entrance as long it is the same style and colour throughout all units of the Warehouse.
It was agreed that the request currently on hold would be presented to the Owners Corporation at a General Meeting, and this would set precedence for the accepted style. A further motion giving blanket consent to all warehouse property Owners would be presented. It was noted that residents in the Shophouse cannot install security doors on their main entrance doors as this is not compliant with Fire Safety Regulations.

Discussion of first steps in moving towards EV charging in Block B
The Executive Committee would like to start the process researching options available to provide residents with EV charging facilities.
K Nicholson has been in discussions recently with a Green s representative who noted a complex within Kingston that was eligible for a subsidy to upgrade their infrastructure allowing for additional electrical capacity into the building which is currently trialling an opportunity. K Nicholson will seek more information surrounding this.

K Wijnberg will investigate information through ActewAGL which is available to install for installation of EV chargers in public car parks. As Kingsborough has a communal car park this could be an option to explore and present to the Community Title Executive Committee for consideration.

CT issue of stolen defibrillator

The Defibrillator was stolen over the Christmas/New Year period and the Community Title Executive Committee has been discussing the need to replace the item, with potential of claiming the cost under the CTS Insurance Policy.
The CTS Committee have determined that although it is an expensive item to replace, it is considered a significant benefit in the event of a life-threatening emergency. The CTS Committee have considered measures to take to reduce the likelihood of theft again including CCTV and additional signage.
All Committee members agreed they would like to see the defibrillator replaced.

Use of building link for marketing / advertisements
The matter of sending marketing notices through Building Link was discussed following the distribution of a notice for Parbery Lane. A Committee member noted that Building Link is only to be utilised for the distribution of notices pertaining to building related matters. K Gregerson acknowledged a misunderstanding with the communication and confirmed that the notice was only supposed to be distributed as a warning to residents that there would be an event occurring which may carry additional noise and cause disruption. K Gregerson noted this was a mistake and apologised.

Marquee application for Australia day weekend

Discussion was held surrounding the erection of the Marquee on Australia Day, noting that the commercial resident approached the Chair of the CTS Committee seeking approval instead of completing the necessary application form. For all future requests, it has been noted that the Strata Manager is to ensure that an Alterations and Erections form goes to CTS Executive Committee for final approval.

Lockboxes around B Block buildings and letter boxes

The meeting discussed the recent measures Block E had implemented in giving direction to all Owners and residents to remove lock boxes that had been installed on common property, and the Committee members present all agreed that the same measures should be implemented in Block B, both Shophouse and Warehouse. The Strata Manager advised that these lock boxes present a liability and potential security risk to the buildings as they can easily be compromised, which would lead to significant expense for the OC to rekey the building. The Strata Manager is to share the notice with the committee and then distributed to all residents of Block B.

Update on B Block Smartsheet items

Bringing the Smartsheet up to date and ensure it is capturing necessary information has been a focus point over the past 6-8 weeks. K Wijnberg has met with the Strata Manager to aid in the process.

The Strata Manager is to re-issue the log on information for the Executive Committee members so they can view the item.

Request for Smart Design

The security contractor has not yet scheduled a time to meet with the Building Manager and provide training and advice on the access system and CCTV system and re-set passwords, as well as giving the Building Manager admin access levels. A work order has previously been issued and this will be followed up.

The Executive Committee noted their interest in having a service agreement established and considered whether this could be done at the individual Units Plan level, or if it would need to be established at the CTS level.

Review of CCTV capacity

K Nicholson reviewed the CCTV system with the Building Manager and it was noted that at present the system comprise of one single PC utilising a network switch. There is no capacity for further cameras to be integrated into the current set up, but there is room to run additional cables. Any additional cameras would need to operate on a stand-alone system due to the existing set up being at capacity. New cables would need to be run.

The Executive Committee have requested a quote to install 2 cameras to monitor the bin room via a separate set up.

6. **Pet Applications (Applications)**
   No applications received.

7. **Erections and Alterations (Applications)**
   No applications received.

8. **Next Meeting (date):**
   The General Meeting is being considered for early March, pending Committee consideration of the agenda. .

   The next Executive Committee Meeting will be held on Wednesday 15 March 2023 at 5:30pm.

9. **Meeting Closure:**

   With no further business the meeting closed at 7:01pm

MINUTES OF THE

EXECUTIVE COMMITTEE MEETING

OF CTS32 - KINGSBOROUGH VILLAGE

Venue:	/bmC B B Dawes Street <u>AND</u> 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. B B B B B B Be B BdB Babsence.

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 B B B B B B B B B Be B B relocated their cleaning equipment in B B B B

   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 B B B B BC… B B B B B Bp Be B B B 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 B B B B B B B 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

B B B B B B B B B B B B B 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 Bd B B B B B B B B Be BpeB meeting if available.

f) Timber Furniture

BHammer 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 Sea
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 UNITS PLAN NO 4632 KINGSBOROUGH B

Venue:	Zoom Teleconference
Date:	Wednesday 15th March 2023
Time:	05:30PM

Present:	A Wijeyeratne	(Lot 27)
	K Nicholson	(Lot 55)
	P Skrzeczek	(Lot 57)
	A Qureshi	(Lot 72)
	K Wijnberg	(Lot 73)
	D Capezio	(Lot 44)
Apologies:	None	
Attendance:	K Gregerson, Senior Strata Manager, Vantage Strata	
	P Dhingra, Strata Associate, Vantage Strata	

MEETING FORMALITIES

1. **Attendance and acceptance of apologies.**

   The meeting opened at 5:36pm, K Wijnberg was noted as the Chairperson for the meeting.

2. **Conflict Of Interest (review agenda and declare any conflict of interest).**

   Th standing conflict of interest was declared by D Capezio in relation to the engagement of CapCorp to complete hail damage rectification works to the Shophouse by CHU Insurance.

3. **Previous Minutes (adoption)**

   The minutes of the previous committee meeting held on Monday 13th February 2023 were confirmed.

AGENDA

4. **Reports:**
   a. **Chair Report**
   The Chairperson informed Committee Members of discussions among the Community Title Committee and noted the two areas of focus for the upcoming General Meeting of the CTS these items being amending the By-laws and changing the End of Financial Year.

   b. **Treasurer Report**
   At the time of the meeting the financial report for the month of February were not yet finalised. Once the reports are received anything to be reported will be shared by the treasurer to the committee via email.
   Of particular note was the establishment of a payment plan for the Origin Energy charges which total $32,312.29. 4 x monthly payments of approx. $8,078 will be made to clear the amount owed. Recovery of increase in electricity costs due to loss of solar support is still being pursued for inclusion in the insurance claim, however CHU require previous accounts to confirm usage prior to solar disconnection in order to establish what a fair amount is to compensate for loss of solar support throughout the repair project. Vantage Strata were not provided copies of invoices from the previous Managing Agent, and Origin Energy cannot provide this information as they were not the account holder they also can not inform Vantage Strata which Energy Provider was engaged during this time.
   K Gregerson noted that without the accounts confirming usage and charges throughout that period, the claim may not be supported.
   Water charges to a value of $12,492.12 have been paid this month to clear the balance owed to iCon.

   c. **Secretary Report**

   A Wijeyeratne noted that endorsement for proposed by-laws for the Community Title was being sought from each of the blocks. He noted that while the text appeared to be standard and non-contentious, that the bylaws were drafted in a cumbersome manner that may not be readily understood by residents. K Gregerson noted that the bylaws themselves had limited efficacy as in the event of any legal issues arising, the ACT Community Title legislation would prevail. A Wijeyeratne then observed that this suggested that the by-laws had more of a moral force in terms of spelling out for residents what desired behaviours were, given that only the default rules, as spelled out in legislation, had legal force; K Gregerson confirmed this. The Committee subsequently agreed to endorse the bylaws.

5. For Discussion:

- **Discussion of Change of financial year for the Community Title**

  The Community Title is going to bring forward their End of Financial Year from 1st June to 30th April. This will allow the least disruption with the alternative option being most of the Units Plans within the Community should change their EOFY to suit the CTS dates. The reason for the change is all tied to be able to prepare budgets with advance knowledge of what the annual contribution to the Community Title levies will be. A General Meeting is being held at CTS level to vote on this change and will also discuss adopting new or updated By-Laws for the CTS.

  A Wijeyeratne asked about discussed the Budget for CTS and when it is going to be published. The K Gregerson notified that the CTS Chairperson is currently working on the proposed budget but is awaiting confirmation from CTS Committee members about projects they wish to pursue in the year ahead, so quotes can be obtained, and costs built into the CTS budget proposal.

  Lockboxes

  The meeting discussed the recent measures Block E had implemented in giving direction to all Owners and residents to remove lock boxes that had been installed on common property without consent. The Committee members present all agreed that the same measures should be implemented in Block B for all residents. The Committee also noted that there were security risks posed, for example in terms of emergency access keys and fobs being stolen. The Strata Manager has only recently shared the communications from E Block to their residents with the Chairperson of Block B for her review. K Wijnberg will review in due course and return with any amendments and final instruction to Vantage Strata.

- **Smart design attendance to review access systems**

  K Gregerson confirmed that a work order has been issued via the CTS level for a review of the current system, including change of passwords and training for the Building Manager on how to operate the access system and Cameras properly.
  The tradesman has not yet made contact with the Building Manager to lock in a time.

  K Nicholson suggested a $700 approx. budget for an internet connection to support a wireless CCTV system, to better manage the security and to effectively manage the repairs and support maintenance in future. EC discussed benefits per block. It will need to be presented to the Community Title for discussion around the benefits of a collective agreement or individual UP agreement.

- **CCTV additional cameras**

  The Executive Committee have requested a quote to install 2 cameras to monitor the bin
  B B B B B B B B B B B B B
  currently at full capacity. The quote request for this has not yet been sent to Smart Design, it was waiting on confirmation of previous minutes.

- **Update on Insurance Broker**

  The Strata Manager confirmed that the brokering service had been moved from BCB to Honan, and further confirmed that the broker fee was cheaper by $200 with the new Broking Agent, which successfully reduced the annual premium accordingly. Based on the instructions from the previous committee meeting, the move was made. The benefit to moving to Honan is that, for any claims made under this new policy, the cost of additional work undertaken by Vantage Strata in relation to managing the claim is not charged as a schedule B cost. For claims made under policies where the Owners Corporation are not working with a preferred Broker, Vantage can charge additional fees per the terms of the Management Agreement.

- **Window clean quotes**
  The Strata Manager will further progress obtaining quotes for window cleaning of both buildings.

- **Building Manager s Report**
  B B B B B B/ B B B B ted monthly, and shared at the CT Executive Committee level as per the terms of the agreement which is with the Community Title as a body, not the individual Unis Plans.
  The report can then be shared by the CT Representative with their individual committees.

- **Update on BM time being spent on B Block tasks**
  B B B B B B B B/ B B B B B
  Community Title, and undertook to share with the Committee, the break-up which was previously given to the Community Title Committee Members
  The split was based on Units Of Entitlement for each Units Plan and broken down accordingly, with time also being allocated fairly to the Community Title Areas.
  The breakdown was presented to the EC of the CT, and there has been no response since sharing. The Strata Manager further noted that her breakdown was presented
  B B B B B B B B B B B B
  un-planned contractor arrivals and residents moving in without notice, as well as many other tasks regularly intervened and took the Building Manager away from works he was in the process of completing so whilst the breakdown can be reflected on paper it
  B B B B B B B B B B B

- **FOB audit**

  This matter has been on the agenda for some time. The committee queried whether getting the Wi fi into the building will allow the fob audit to happen more promptly, due to the operational constraints present at this stage. It would make it more achievable to get this done after the WiFi is established. A Qureshi suggested we get a quote request to get a fob audit done through Smart design, which was agreed to.

- **Various water leaks**

  P Skrzeczek shared that there were 3 units with leak issues. Unit 209 had water ingress issues spanning over 3 years, which was due to be investigated once the roof works were completed. In addition, there had been a leak into the ceiling of unit 107, from unit 207 above potentially related to water overflow in the laundry space which may be the result of incomplete or poorly completed joinery and/or flooring within the unit.
  The final item was a leak in the ceiling of unit 207 which would be coming from a unit above and requires further investigation.
  The Committee further requested that Vantage Strata send a reminder to all Owners and Residents noting that any alterations or erections required submission of an application and review by the Committee prior to works taking place.

- **Grease Traps**
  A Qureshi raised concerns of the smell permeating from the grease traps.
  The Strata Manager questioned if the smell was present at all times, or only when the grease trap is being emptied to which the meeting confirmed it was usually only during the emptying of the vat but at times has been during these times as well. The Strata Manager confirmed that the Building manager has been keeping on top of the commercial units to ensure regular emptying is arranged as this is something organised and paid for by the commercial tenants, not the Owners Corporation so we
  B B B B B B B B B B B B B B
  emptying, the ongoing smell should be avoided or limited as much as possible.
  Unfortunately, the smell whilst the vats are being emptied is unavoidable, and completely normal. The Building Manger will ensure the extraction fans are operating if the grease traps are emptied during his rostered hours, and this will aid in dispersing the smell more quickly.

6. **Pet Applications (Applications)**
   No applications received.

7. **Erections and Alterations (Applications)**
   No applications received.

8. **Hail Damage Insurance Works**

   Shophouse-
   D Capezio explained that Western elevation is clear, and the team are working through minor outstanding items. The works have started in the Eastern side now and scheduled to end according to schedule. The Shophouse roof access system needs to be addressed, in terms of additional points required. A quote has ben obtained from Touchdown and shared with the Strata Manager, which will in turn be sent to the Executive Committee for review and direction.

   Regarding the BBQ area in the Shophouse, it can now be reopened and utilised by residents. The Executive Committee agreed that the overgrown jasmine from the seating area should be pruned. The cleaners have cleaned the area ready for use, and the Building Manager will unlock the doors.

   Warehouse-
   Paynters have now completed the works on the upper and lower roof of the warehouse and removed their scaffolding. The Committee requested Strata to find a way to ensure that the solar panels are functioning again (such as through electricity bills).
   D Capezio informed the committee that CHU have approached Capcorp to undertake some additional repairs in the Warehouse which were overlooked in the Paynters scope of works. First, there are lower roof repairs required outside units 303,304,305. This will require scaffold around these units and outside the Parbury Lane. Second, repairs are required to the awnings on the lower ground floor outside of Parbery Lane. These will be completed after the work on the third floor. Capcorp will work with CHU, Vantage, the EC and residents to ensure the least disruption possible for these works. Residents will receive communication as more information becomes available.

9. **Next Meeting (date):**
   The next Executive Committee Meeting will be held on Wednesday 3rd May 2023 at 5:30pm both in person and via Zoom.

10. **Meeting Closure:**

    With no further business the meeting closed at 7:10pm.

MINUTES OF THE

EXECUTIVE COMMITTEE MEETING

OF CTS32 - KINGSBOROUGH VILLAGE

Venue: l wC B B Dawes Street <u>AND</u> 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, B, Bhas 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***

Bu B B B BT B B B B B B B B B B B
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

BHammer B B B B B B Bmaintenances 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 B B 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 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.

VANTAGE STRATA
BUILDING TRUST

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.

VANTAGE STRATA
BUILDING TRUST

MINUTES OF THE GENERAL MEETING

OF THE OWNERS OF CTS 32

. r R r wB . Cr f

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).

VANTAGE STRATA

BUILDING TRUST

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

EXECUTIVE COMMITTEE MEETING

OF UNITS PLAN NO 4632 KINGSBOROUGH B

Venue:	Zoom Teleconference	
Date:	Wednesday 3rd May 2023	
Time:	05:30PM	
Present:	A Wijeyeratne	(Lot 27)
	P Skrzeczek	(Lot 57)
	A Qureshi	(Lot 72)
	K Wijnberg	(Lot 73)
	D Capezio	(Lot 44)
Apologies:	None	
Attendance:	K Gregerson, Senior Strata Manager, Vantage Strata	
	P Dhingra, Strata Associate, Vantage Strata	
	V Dix, Strata Manager, Vantage Strata	

MEETING FORMALITIES

1. **Attendance and acceptance of apologies.**

   The meeting opened at 5.32pm, K Wijnberg was noted as the Chairperson for the meeting.

2. **Conflict Of Interest (review agenda and declare any conflict of interest).**

   Th standing conflict of interest was declared by D Capezio in relation to the engagement of CapCorp to complete hail damage rectification works to the Shophouse by CHU Insurance.

VANTAGE STRATA
BUILDING A TRUST

3. **Previous Minutes (adoption)**

   The minutes of the previous committee meeting held on Wednesday 15th March 2023 were confirmed.

AGENDA

4. **Reports:**
   a. **Chair Report**
   The Chairperson informed Committee Members of discussions among the Community Title Committee and noted the two items of focus for the General Meeting of the CTS these items being the By-laws and changing the End of Financial Year were both resolved. K Wijnberg discussed noise complaints regarding children from A Block being unsupervised and its implications. Lockboxes were discussed in the CT meeting, any lockboxes found on CT property would be removed to ensure uniformity among the community l. It was noted the Community Title Budget was not yet finalised as its waiting on the CT EC members to add in any projects that they want to undertake within the next financial period and include the figures into budget draft.

   b. **Treasurer Report**
   It was noted that there was nothing to report on at this time as K Nicholson was not present.

   c. **Secretary Report**
   A Wijeyeratne noted there was nothing to report at this time.

1. **For Discussion:**

   - **Lockboxes**

     The Lockboxes at Kingsborough B were discussed at length. The Executive Committee advised that the unit owner of lot 4 is not willing to remove the lockboxes installed on the exterior wall of the property as they believe it forms part of their property. K w B B B B B B B B B B B B B B B B common property. D Capezio confirmed the outside face to the walls is on the property that the unit title plan extends to the center line of the wall and that the other side half of the external walls is common property. Strata Manager advised that it was recommended to have a mediated discussion with the unit owner and come to an agreement for all as opposed to going to ACAT to make a decision. The unit owner could apply to the Executive committee and seek consent to have the lockboxes and if the committee disagrees, they could come up with alternative solutions.

The main reason for the committee to be concerned with lockboxes being installed in a publicly accessible place is due to the high-risk security of the building. If a lockbox is stolen or broken into and the fire door key is present an unwanted guest may be able to access any level and put the building at risk. It can be a huge cost to have the building rekeyed and the owner of the lost keys would be responsible for that cost.

It was agreed that should owners wish to install a lock box they will need to keep it off common property as they are breaching a default rule by not seeking consent to put something on comment property. They could fill in an alterations and erections form and explain why they need to keep the lock box on site, follow the process and the committee will consider case by case what their needs are and how we can overcome the security risk.

K Gregerson noted that the owners of units on which the lockboxes still remain will be contacted individually and notified with a final warning to remove the lockboxes by a certain date otherwise it will be removed by the Building Manager.

Smart design attendance to review access systems

K Gregerson advised that the Building Manager can now access and operate the Smart Design System and cameras. The Building Manager needs to be able to access the system remotely. For the system to effectively work a Wi-Fi connection needs to be installed at a Community Title Level. The cost of this would be approximately $80 per month. The Internet installation is of benefit to all the complexes, as it would allow Vantage to complete the admin work for fob audits, use the CCTV more effectively and make the Kingsborough community a more secure place overall. It will need to be presented to the Community Title for discussion around the benefits of a collective agreement or individual UP agreement. Vantage Strata will include this cost in the next CTS budget accordingly and will keep the committee of B Block up to date.

- **CCTV additional cameras**

  The Executive Committee has requested a quote to install 2 cameras to monitor the bin rooms which are separate from the current network which is currently at full capacity. The quote request has been sent for this item and is being actively chased. Internet installation would allow improvements to CCTV cameras too.

- **Window clean quotes**

  The quotes for the window cleaning have not yet been received and are being actively chased.

- **Fob audit**

  The quote for the audit has not been received from Smart Design. Internet installation would allow the fob audit with effective costs. Two options were discussed by K Gregerson.

Option 1- All residents are requested to submit their fob details by a certain date and if we do not hear from them the fob will be cancelled. This method is not cost-effective and could take up to 200 to 500 hours depending on the responsiveness of the community.
Option 2- A report is generated through the fob system and per the report, any fobs that have not been used in the last 6 months or 12 months are deactivated. This is an economical way, and it can be done all in-house and Smart design would only be required to generate this report.

As an initial step, the committee requested for Vantage to seek the data from Smart design as to how many fobs are currently active for Block B and which units they are assigned to. The committee will review quotes and data in relation to how fobs have been issued, in due course.

Approval for Roof access system (Touchdown)

K Gregerson presented the quote to the Executive Committee for the roof access ladder system, to get up to the Shophouse roof. The cost is approximately $6,000.00 and the Developer has offered a $3,000 contribution. The Committee has approved this quote and has asked Vantage Strata to discuss it with the developer to process consideration for paying 50% of the cost.

Noise complaint for PT operations-

A complaint was recently raised about business operations noise, from a resident at Kingsborough B, lot 96. The owner-operator of this commercial unit was approached, and they committed to following house rules. It was determined that the noise has now stopped as there were no further complaints received. The committee collectively discussed leaving this open for now and monitoring further if the situation has improved and review it again in the next 3- B B B B B B B B B B complainant and ensure that there are no further concerns.

Fire door signage quotes

B BV Bv B B B BB B B B B Bg B Fire attended site and contradicted this report and highlighted minimal fire defects. It B B B B BV Bv re Services identified a number of items that do not need rectifying. Vantage Strata is currently waiting for an amended quote as ONBF has reattended the site recently are agreed number of items were not required on the list of defects. K Gregerson raised questions about if the fire code was different when Kingsborough B was built until now and if anything needs to be done in this direction. The committee will review quotes from 360 Degrees and ONBF and make a decision accordingly.

- **EV charging proposal from actewagl**

  K Wijnberg put forward a proposal for EV charging. Members of Block B and the CT met with ActewAGL to discuss the scheme. The proposal is for the CTS to lease four car spaces in the visitor car park (LG of the Warehouse) to ActewAGL, who will install and maintain two chargers (which service two vehicles each). The licensing agreement has been circulated to committee members of both Block B and CTS. All electricity used by the chargers will be reimbursed back to Block B.

  ActewAGL personnel met with K Wijnberg and advised that B block electric panel has a 250amp power spare that can be used to operate to charge 4 EV cars with 2 chargers in 4 visitor parking bays. Concerns were raised as to what happens if a car stays B B B B B B B B B B B B B B presented to Community Title for discussion. K Gregerson advised that the CT can only enter into a contract for a maximum of 3 years unless a separate motion is allowed for this at a General Meeting.

  Electricity It has been deemed that B block has been paying for the electricity for the Community Title Scheme. The house power and community meters are metered under the same NMI number. There is a separation in terms of usage that needs to be resolved. The priority is to separate usage and accounts, and then determine how to go back to old data and work out how much is owed from the Community Title to B block. It will be difficult to work out the historical charges however a compromise should be made, accordingly. Vantage will continue to investigate this.

2. Pet Applications (Applications)
No applications received.

3. Erections and Alterations (Applications)
No applications received.

4. Hail Damage Insurance Works

Shophouse-
The works are now complete.

Warehouse-
The lower awnings have been completed except for the one awning in front of the commercial shop have not been done and is in progress.
CHU Contract this has come through to sign off on the work, Executive Committee reviewed and approved with the same conditions as before and requested proactive communications around the time frames and impact. It was noted it would start from 8th May for two weeks. The commercial unit Parbery Lane would be operating with access laid down.

5. **Next Meeting (date):**
   The next Executive Committee Meeting will be held on Wednesday, 7th June 2023 at 5:30 pm via Teams.

6. **Meeting Closure:**

   With no further business the meeting closed at 7.03pm.

VANTAGE STRATA
BUILDING TRUST

MINUTES OF THE
EXECUTIVE COMMITTEE MEETING
OF CTS32 - KINGSBOROUGH VILLAGE

Venue:	Jega Office and Teams	
Date:	Wednesday 24th May 2023	
Time:	5:30PM	
Present:	R Milthorpe	(Block A)
	A Kerr	(Block A)
	A Wijeyeratne	(Block B)
	K Wijnberg	(Block B)
	R Weeks	(Block C)
	B Rayner	(Block D)
	N Southwell	(Block D)
	M Knaus	(Block E)
	C Montemayor	(Block E)
Observers:	C Vestjens & R Vestjens (Block E), A Broome (Block E), B Cohan (Block) D M Steele (Block B), Denise (Block B), Maria (Block B), N (Block), K McNeill, S Schechter (Block),B Browne (Block A)	
Apologies:	M Miko (Block C)	
In Attendance:	K Gregerson	Senior Strata Manager, Vantage Strata
	K McIntyre	Strata Manager, Vantage Strata
	V Dix	Strata Manager, Vantage Strata

MEETING FORMALITIES

1. **Attendance and acceptance of apologies**

   Apologies were received from M Miko (Block C) and *A Kerr (Block A). There were no conflicts declared and the meeting proceeded at 5:30PM. 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 29th of March 2023.

AGENDA

3. **Reports:**
   a. ***Chairperson Report***
   B Rayner discussed that meetings have been held with Vantage Strata to address the current issues with Strata management and that the current team was dedicated to ensuring the rectification of the issues.

   It was reported that the Building Manager has been working 38 hours a week due to workload although contracted for 30 hours and the CTS has been asked by Vantage Strata to increase the contracted hours to 38 to accommodate the workload. The increase would be from the 1st of August 2023. Discussion was had around the proposed change, and it was resolved that the CTS would increase the contracted hours and the budget amendments would need to be reflected. It was also discussed that the building management contract would be brought in line with the Strata management agreement.

   B Rayner followed up on the amended rules and asked that the Strata Manager investigate to ensure they are in effect.

   b. ***Treasurer Report***
   A report was presented to the current state of the financials as at 24th of May 2023 with a bank balance of $137,992.25. Arrears total $15,089.45 and was requested to be followed up.

   Draft budget does not currently show total expenditure for period of 1st of June to 30th April being the end of the amended financial year.

   Financials are being audited and will form part of the financial report for the forth coming AGM and will cover an 11-month period.

   The budget was amended for the increase in the Building Manager contract increase of $15000. Discussion was had around the Strata Manager contract and Building Manager contracts coming inline may cause an issue if there was a change in companies.

   Discussion was had around the special projects included in the budget and would allow for a number of projects to be completed and budget will allow for a number of projects to be completed.

   c. ***Secretary Report***
   All items to update the EC are listed as the Action Items/Discussion Topics no further items for discussion.

d. ***Building Manager Report***
Building Managers report has been circulated to all Blocks and have been a vast improvement on the previous years and P Gregerson has been commended for the quality.

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***
Quantum traffic and RD gossip have been contacted to provide their price to update the proposal. They have been provided the previous reports to update as per the EC's request. Updated report to be budgeted for in the proposed budget.

b) ***T***
Quote from Thor's Hammer has been accepted, and work order issued - contract has been sent to the contractor for signing. Currently waiting for their first attendance. The contracts have been signed by Vantage Strata and currently waiting for Thor's Hammer to return their signed copy.

c) ***Asset Audit for Complex***
As per the October EC Meeting, this was agreed to put on hold due to a lack of funds. Baseline date to be set to allow for the process for Vantage to proceed.

Discussion was had around the asset register and the implications of identifying the infrastructure they each Block or CTS would be responsible for.

d) ***Replanting of Saplings on Gov Land***
On hold, no update at this time Vantage Strata chasing with relevant government department.

e) ***String Lighting in Podium Area***
Waiting for Pacific FM to attend site to provide a third-party report. Kirrily agreed to send through the 2 current quotes out of session so the committee could proceed with having the work completed.

f) ***Quote for Line Marking***
The EC has agreed to proceed, and costing has been included in the budget and will be completed after the AGM.

g) ***Various Lights Out (Garden bed-***
Job has been completed and invoice paid. No further action required.

h) ***Installation of Convex Mirrors***
Job has been completed and invoice paid. No further action required.

i) ***Installation of No Entry Signage***
Signworks quote has been accepted and work will be commencing shortly.

j) ***Damaged Lights along Common Property Driveway***
Maritex have been engaged to complete the works and once light fittings are in stock works will be completed.

k) ***Visitor Parking Monitoring***
Emails have been circulated about signage, discussion was had around the parking issues and possible solutions and challenges that may be faced and possible restrictions of the parking during the day. Quotes to be obtained of signage specifying a 3-hour car parking between 6:00am and 10:00pm.

l) ***Visitor Carpark Damage to Mirror***
Job has been completed and Invoice have been paid and added to levies of the resident who caused the damage.

m) ***Wombat Crossing and Speed Hump***
One quote has been received from Lockton's and currently waiting on 2 comparative quotes to come in.

n) ***Electric Vehicle charging in the visitor car park***

It was proposed that the CTS enter into a 5 year lease agreement with ActewAgl whereby they will lease four car spaces in the visitor car park (LG of The Warehouse) and they will install and maintain two EV chargers (which service two spaces each). ACTEW have sent out electricians who have determined that the power for these chargers will need to come from B Block electricity meter which has the capacity for them. ActweAgl will reimburse B Block for all electricity used by the EV chargers. The B Block committee have been presented with this proposal and have accepted it. Committee members posed questions around insurance, fire safety and the lease agreement. These questions are to be answered over the coming weeks prior to the proposal being voted on at the CTS AGM. The lease agreement and mockup of the painting of the EV charging spaces is attached.

o) ***Ball Games within CTS Areas Block D***
Discussion was had around the cause of the damage to the roller door for block D noting this had been caused by a ball kicking incident. It was proposed that once the CTS By-laws are registered that ball games are prohibited in CTS areas.

In a forthcoming meeting of the CTS EC, we will resolve to:

1. Confirm the registration of the by-laws.
2. Instruct Vantage to provide notice of the registration on the various platforms (email, FB and BuildingLink).
3. Confirm a signage quote relating to limitation of liability in CTS area(s).
4. Agreement on locations by the adjacent UPs ECs.
5. Expedite all the above to occur with urgency

Lengthy discussion was held around the risk of children playing in driveways as well as general hazards that have been present with the driveways. Concern was raised regarding the liability if an event occurred and whether such an event would be denied by the insurer and fall upon the Owner's Corporation if measures were not taken to avoid residents playing in the driveway.

It was also raised that the issue may not be isolated to children playing ball games but forms part of a larger issue on use of the driveways. This was addressed noting other measures are taking place to reduce the hazards around the driveway and that a traffic engineer was being engaged to assist.

It was raised by K Gregerson that the nature of complaints also raised the noise created by these games, as the balls would be bounced off walls and other hard surfaces and given the area cause considerable disturbance to residents.

It was decided that the By-laws covered the noise issue and once it was confirmed to have been registered, the By-laws would be circulated to all residents, which an additional notice to be placed on the notice board and residents Facebook page with attention drawn to the By-laws regarding the monitoring of children around the complex and not playing in driveway areas.
It was also agreed that signage advising that playing in the driveways was prohibited would be the minimum intervention the CTS committee should undertake to assist with drawing attention to the matter. This would ensure that both residents and guests to the complex are aware that playing in the driveways throughout the complex is not permitted.

p) ***Incident on common property involving dog attack***
It has been reported that there was an incident on common property involving an a dog biting the child of a visitor. The issue was resolved by the dog owner and the child's parent at the time with no further action required.

5. Decisions Out of Session (ratification**)**

a) General *Cleaning of channel drains on the driveway-Quotes received and presented to the EC via email on 19/05/2025.*

Discussion was had around the quotes and the vast difference and was decided that Level Plumbing would be offered a chance to revise their quote with the expectation of providing a like for like service and it was decided in principle that the cheapest quote be engaged that could complete the works.

Discussion was also had around the options to have the drains unwelded to allow access and was decided that there would be further investigation into options for quite alternatives.

6. Business and Items off the floor

It was raised that in regard to Block B enforcement of lockbox removal there have been some cases of lockboxes passing the date of removal.

B Rayner raised that in regard to the fencing and gate to the BBQ playground area in Block D, Block D's view was the area could be used by all Village residents if the other Blocks were prepared to share the cost of cleaning and maintaining the area. If that agreement was not forthcoming, then access to this area will be restricted to Block D residents once this occurs.

7. Next Meeting (date)

It was decided that the next meeting would be the AGM and a date is to be decided once the financials are audited.

8. Meeting Closure

With no further business the meeting closed at 7:05pm.

MINUTES OF THE
EXECUTIVE COMMITTEE MEETING
OF CTS32 - KINGSBOROUGH VILLAGE

Venue:	Jega Office and Teams	
Date:	Wednesday 24th May 2023	
Time:	5:30PM	
Present:	R Milthorpe	(Block A)
	A Kerr	(Block A)
	A Wijeyeratne	(Block B)
	K Wijnberg	(Block B)
	R Weeks	(Block C)
	B Rayner	(Block D)
	N Southwell	(Block D)
	M Knaus	(Block E)
	C Montemayor	(Block E)
Observers:	C Vestjens & R Vestjens (Block E), A Broome (Block E), B Cohan (Block) D M Steele (Block B), Denise (Block B), Maria (Block B), N (Block), K McNeill, S Schechter (Block),B Browne (Block A)	
Apologies:	M Miko (Block C)	
In Attendance:	K Gregerson	Senior Strata Manager, Vantage Strata
	K McIntyre	Strata Manager, Vantage Strata
	V Dix	Strata Manager, Vantage Strata

MEETING FORMALITIES

1. **Attendance and acceptance of apologies**

   Apologies were received from M Miko (Block C) and *A Kerr (Block A). There were no conflicts declared and the meeting proceeded at 5:30PM. 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 29th of March 2023.

AGENDA

3. Reports:

a. ***Chairperson Report***

B Rayner discussed that meetings have been held with Vantage Strata to address the current issues with Strata management and that the current team was dedicated to ensuring the rectification of the issues.

It was reported that the Building Manager has been working 38 hours a week due to workload although contracted for 30 hours and the CTS has been asked by Vantage Strata to increase the contracted hours to 38 to accommodate the workload. The increase would be from the 1st of August 2023. Discussion was had around the proposed change, and it was resolved that the CTS would increase the contracted hours and the budget amendments would need to be reflected. It was also discussed that the building management contract would be brought in line with the Strata management agreement.

B Rayner followed up on the amended rules and asked that the Strata Manager investigate to ensure they are in effect.

b. ***Treasurer Report***

A report was presented to the current state of the financials as at 24th of May 2023 with a bank balance of $137,992.25. Arrears total $15,089.45 and was requested to be followed up.

Draft budget does not currently show total expenditure for period of 1st of June to 30th April being the end of the amended financial year.

Financials are being audited and will form part of the financial report for the forth coming AGM and will cover an 11-month period.

The budget was amended for the increase in the Building Manager contract increase of $15000. Discussion was had around the Strata Manager contract and Building Manager contracts coming inline may cause an issue if there was a change in companies.

Discussion was had around the special projects included in the budget and would allow for a number of projects to be completed and budget will allow for a number of projects to be completed.

c. ***Secretary Report***

All items to update the EC are listed as the Action Items/Discussion Topics no further items for discussion.

d. ***Building Manager Report***
Building Managers report has been circulated to all Blocks and have been a vast improvement on the previous years and P Gregerson has been commended for the quality.

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***
Quantum traffic and RD gossip have been contacted to provide their price to update the proposal. They have been provided the previous reports to update as per the EC's request. Updated report to be budgeted for in the proposed budget.

b) ***T***
Quote from Thor's Hammer has been accepted, and work order issued - contract has been sent to the contractor for signing. Currently waiting for their first attendance. The contracts have been signed by Vantage Strata and currently waiting for Thor's Hammer to return their signed copy.

c) ***Asset Audit for Complex***
As per the October EC Meeting, this was agreed to put on hold due to a lack of funds. Baseline date to be set to allow for the process for Vantage to proceed.

Discussion was had around the asset register and the implications of identifying the infrastructure they each Block or CTS would be responsible for.

d) ***Replanting of Saplings on Gov Land***
On hold, no update at this time Vantage Strata chasing with relevant government department.

e) ***String Lighting in Podium Area***
Waiting for Pacific FM to attend site to provide a third-party report. Kirrily agreed to send through the 2 current quotes out of session so the committee could proceed with having the work completed.

f) ***Quote for Line Marking***
The EC has agreed to proceed, and costing has been included in the budget and will be completed after the AGM.

g) ***Various Lights Out (Garden bed-***
Job has been completed and invoice paid. No further action required.

h) ***Installation of Convex Mirrors***
Job has been completed and invoice paid. No further action required.

i) ***Installation of No Entry Signage***
Signworks quote has been accepted and work will be commencing shortly.

j) ***Damaged Lights along Common Property Driveway***
Maritex have been engaged to complete the works and once light fittings are in stock works will be completed.

k) ***Visitor Parking Monitoring***
Emails have been circulated about signage, discussion was had around the parking issues and possible solutions and challenges that may be faced and possible restrictions of the parking during the day. Quotes to be obtained of signage specifying a 3-hour car parking between 6:00am and 10:00pm.

l) ***Visitor Carpark Damage to Mirror***
Job has been completed and Invoice have been paid and added to levies of the resident who caused the damage.

m) ***Wombat Crossing and Speed Hump***
One quote has been received from Lockton's and currently waiting on 2 comparative quotes to come in.

n) ***Electric Vehicle charging in the visitor car park***

It was proposed that the CTS enter into a 5 year lease agreement with ActewAgl whereby they will lease four car spaces in the visitor car park (LG of The Warehouse) and they will install and maintain two EV chargers (which service two spaces each). ACTEW have sent out electricians who have determined that the power for these chargers will need to come from B Block electricity meter which has the capacity for them. ActweAgl will reimburse B Block for all electricity used by the EV chargers. The B Block committee have been presented with this proposal and have accepted it. Committee members posed questions around insurance, fire safety and the lease agreement. These questions are to be answered over the coming weeks prior to the proposal being voted on at the CTS AGM. The lease agreement and mockup of the painting of the EV charging spaces is attached.

o) ***Ball Games within CTS Areas Block D***

Discussion was had around the cause of the damage to the roller door for block D noting this had been caused by a ball kicking incident. It was proposed that once the CTS By-laws are registered that ball games are prohibited in CTS areas.

In a forthcoming meeting of the CTS EC, we will resolve to:

1. Confirm the registration of the by-laws.
2. Instruct Vantage to provide notice of the registration on the various platforms (email, FB and BuildingLink).
3. Confirm a signage quote relating to limitation of liability in CTS area(s).
4. Agreement on locations by the adjacent UPs ECs.
5. Expedite all the above to occur with urgency

Lengthy discussion was held around the risk of children playing in driveways as well as general hazards that have been present with the driveways. Concern was raised regarding the liability if an event occurred and whether such an event would be denied by the insurer and fall upon the Owner's Corporation if measures were not taken to avoid residents playing in the driveway.

It was also raised that the issue may not be isolated to children playing ball games but forms part of a larger issue on use of the driveways. This was addressed noting other measures are taking place to reduce the hazards around the driveway and that a traffic engineer was being engaged to assist.

It was raised by K Gregerson that the nature of complaints also raised the noise created by these games, as the balls would be bounced off walls and other hard surfaces and given the area cause considerable disturbance to residents.

It was decided that the By-laws covered the noise issue and once it was confirmed to have been registered, the By-laws would be circulated to all residents, which an additional notice to be placed on the notice board and residents Facebook page with attention drawn to the By-laws regarding the monitoring of children around the complex and not playing in driveway areas.
It was also agreed that signage advising that playing in the driveways was prohibited would be the minimum intervention the CTS committee should undertake to assist with drawing attention to the matter. This would ensure that both residents and guests to the complex are aware that playing in the driveways throughout the complex is not permitted.

VANTAGE STRATA
BUILDING TRUST

p) ***Incident on common property involving dog attack***
It has been reported that there was an incident on common property involving an a dog biting the child of a visitor. The issue was resolved by the dog owner and the child's parent at the time with no further action required.

5. Decisions Out of Session (ratification**)**

a) General *Cleaning of channel drains on the driveway-Quotes received and presented to the EC via email on 19/05/2025.*
Discussion was had around the quotes and the vast difference and was decided that Level Plumbing would be offered a chance to revise their quote with the expectation of providing a like for like service and it was decided in principle that the cheapest quote be engaged that could complete the works.

Discussion was also had around the options to have the drains unwelded to allow access and was decided that there would be further investigation into options for quite alternatives.

6. Business and Items off the floor
It was raised that in regard to Block B enforcement of lockbox removal there have been some cases of lockboxes passing the date of removal.

B Rayner raised that in regard to the fencing and gate to the BBQ playground area in Block D, Block D's view was the area could be used by all Village residents if the other Blocks were prepared to share the cost of cleaning and maintaining the area. If that agreement was not forthcoming, then access to this area will be restricted to Block D residents once this occurs.

7. Next Meeting (date)
It was decided that the next meeting would be the AGM and a date is to be decided once the financials are audited.

8. Meeting Closure
With no further business the meeting closed at 7:05pm.

MINUTES OF THE
EXECUTIVE COMMITTEE MEETING
OF UNITS PLAN NO 4632

Venue: On-site

Date: Wednesday 7 June 2023

Time: 05:30PM

Present:	A Wijeyeratne	(Lot 27)
	P Skrzeczek	(Lot 57)
	A Qureshi	(Lot 72)
	K Wijnberg	(Lot 73)
	D Capezio	(Lot 44)

Apologies: None

Attendance: V Dix, Strata Manager, Vantage Strata

MEETING FORMALITIES

1. **Attendance and acceptance of apologies.**

   The meeting opened at 5:35pm, K Wijnberg was noted as the Chairperson for the meeting.

2. **Conflict Of Interest (review agenda and declare any conflict of interest).**

   Nil

3. **Previous Minutes (adoption)**

   The minutes of the previous committee meeting held on Wednesday 3 May 2023 were confirmed.

4. **Reports:**
   a. **Chair Report**
   The chairperson gave the EC an overview of the items that were discussed at the CTS EC Meeting held in May 2023. CTS discussed the possibility of installing EV Charging in the visitor's car park. The contract between CTS and Actew AGL for the charging stations is 5 years. A motion will be put forward at the upcoming CTS AGM to approve the contract with Actew AGL for 5 years and the installation of the chargers. The EC for UP 4632 Kingsborough B have asked the Strata Manager to find out what the risk is to the Building Insurance should an EV get stolen or cause a fire.
   Children playing ballgames in the driveway is also an area of concern, it was proposed that once CTS By laws are registered that residents be reminded through social media, email and signs that ball games cannot be played on the driveways and that children should be supervised in the common spaces at all times.
   CTS have agreed to obtain a quote for signage for the visitor's car park and implement a time limit of 3 hours between 6am and 10pm. All B Block EC Members agreed that this will need to be monitored and for further action to be taken should it not be successful.
   The CTS also approved increasing the Building Managers contracted hours from 30 hours per week to 38 hours per week from 1 July 2023 to be in line with the hours he has currently been working. All EC Members agreed that the Building Manager is doing a fantastic job. As part of the increase B block would like to see the fob audit completed during these additional hours.
   During this discussion, the Secretary noted that the Building Manager contract would be aligned to end at the same time as the Strata Manager contract with Vantage. He observed that he had raised a risk of having to run processes in parallel for two major contracts for the complex but that the rest of the CT had concluded that this was outweighed by the challenges arising from having a Building Manager and Strata Manager from different companies.
   b. **Treasurer Report**
   Prior to the EC Meeting the Treasurer was provided with financial statements for the month of May 2023. From this the Treasurer has asked to see all Electricity Bills for the past 12 months to ensure that they are up to date, and the electricity arrears have been paid.
   The Treasurer also asked if the Insurance premium had been paid for 12 months, Vantage Strata have been able to verify that it is fully paid.
   Each line of the CTS Budget was discussed with the EC of B Block at length. It was evident that the proposed budget will see an increase in the CTS contribution in the next financial year.
   Questions were also raised about the shared roller door between B Block, D block and E Block. At the time of inception, it was agreed that the cost to maintain the roller door would be shared between the 3 blocks depending on how many car parks each block has. The Strata Manager will verify this and update the EC on this matter.

The EC also discussed the CTS Budget. The EC agreed that it would push for an asset register and upgrade to the CCTV with additional cameras as part of the CTS Budget, both the EC and the Strata Manager will liaise with the CTS EC to see if this can be included. This was in light of the importance of these items and having regard to the overall financial position of the CTS which indicated that these items could be readily funded. A garden maintenance schedule is also desirable.

c. **Secretary Report**

The Secretary noted there was nothing to report at this time.

5. **For Discussion:**

No Entry signs. It has been noted that no entry signs have been installed on either side of the exit driveway on Parbery Street as part of the CTS EC's work on traffic safety in the precinct. One of the signs is impacting a resident's courtyard in the Shophouse (Block B) and they have requested that it be removed. Vantage have advised that the sign is on Community TItle land, at odds with the owner who states it is Block B land. Block B committee requested that Vantage establish with more certainty who the land belongs to. The committee agreed to advocate on behalf of the affected Block B owner that the sign should be moved or lowered. The committee instructed Vantage to make contact with the affected owner and the CTS to discuss alternate locations for the sign.

Pigeon issues. The Building Manager has seen a number of pigeons in the fire stairs in the Warehouse. Concerns have been raised about the amount of pigeon waste that is left due to this. The EC advised Vantage Strata that the previous Building Manager had a small amount of bird spikes that could be used to deter the birds. It was determined that if the spikes cannot be found the EC authorises the Building Manager to get quotes for more spikes.

Storage above storage cages in carpark. The Building Manager and Strata Manager have noticed that there are a large number of items stored above residents storage cages in the car park. The EC have given the Strata Manager authorisation to a notice to all residents advising that they have 14 days to remove items above storage cages. The concern with items being stored in this location is that if there is a fire in the basement, the fire sprinklers would not be able to be activated.

Fob Audit – At the time of the meeting Vantage Strata are still waiting for Smart Design to quote on the fob audit. If this option is not feasible the EC can look into the two options that were discussed at the previous EC Meeting.

Additional CCTV Camera Quote Update – The EC reviewed the quote for the B Block Waste Room Cameras. It was determined that Kingsborough do not have the technology available to allow more cameras to be installed in any of the blocks. The CTS currently has a quote to upgrade the system to add more cameras. Once this has been approved at the CTS AGM, B Block will be able to consider the quote to install cameras in the bin room.

Window Clean Quotes –The EC has received one quote to get the windows cleaned. They have requested Vantage Strata to obtain a 2nd quote. Once this has been received, they will be able to consider all options.

Noise complaint– It has been determined that impact noise and general noise can be heard from a commercial resident at different times of the day. The Strata Manager will organise a meeting between the two parties to see if a resolution can be found.
Fire Door Signs and Fan room Update. O'Neil and Brown Fire Services have recently completed an audit of the fire doors at Kingsborough B. A 2nd audit was completed which was vastly different to O'Neil and Brown Fire Services. The EC have asked the Strata Manager to follow up with O'Neil and Brown Fire Services to see if the quote can be amended to say what a fire door is and isn't.
AGM Proposed Budget Meeting and Audit Update. The Strata Manager has advised that a financial audit for B Block has been requested to present to all owners at the upcoming AGM. Once the CTS AGM is complete and the CTS Levy contribution is confirmed B Block will be able to hold the AGM. The EC and the Strata Manager will be meeting to discuss the proposed budget, proposed agenda and set a date for the AGM.

Warehouse Screen Door Request Residents of the Warehouse have submitted a request to install a security door. This will be added as a motion to the next AGM to allow residents to install security doors in Warehouse. The EC would like to see a consistent colour and style used.
Hail Damage Insurance Works Update The planned Insurance works have now been completed. The Building Manager has noted that the flashings in the open area in the Warehouse have been damaged. CHU have looked into this damage and will determine if a cash settlement may be offered or if they will put scaffolding up in the warehouse atriums to fix the flashing. The EC have asked the Strata Manager to confirm if there will be any restrictions on the funds and impact on future insurance premiums should they choose the cash settlement.
Damaged fire light Shophouse The Building Manager has located a damaged fire exit light on Level 2 in the Shophouse. It was agreed that the Strata Manager will organise for this to be fixed and pass the costs onto the responsible party.
Lockboxes – Meeting arranged with unit owner to discuss concerns around location of lockboxes and associated security risks. EC seeks confirmation from SM regarding UTP definition and rules relating to fixtures on external common walls.

6. **Pet Applications:**
   No applications received.

7. **Erections and Alterations (Applications)**
   No applications received.

8. **Next Meeting (date):**
   A budget meeting will be held on Wednesday 28 June at 5:30pm

9. **Meeting Closure:**

With no further business the meeting closed at 7:47pm

The Executive Committee should familiarise themselves with the following schedules outlined in the Unit Titles (Management) Act 2011 (UTMA):

Schedule 1 titled 'Codes of Conduct' (Page 122)

Schedule 2 titled 'Executive Committees' (Page 127)

A copy of the UTMA can be downloaded by using the link below:

www.legislation.act.gov.au/a/2011-41/current/pdf/2011-41.pdf

MINUTES OF THE ANNUAL GENERAL MEETING
OF THE OWNERS OF CTS 32

A

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)

1y p 2

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)
1p 2

Site Licence: Electric Vehicle Charging Sites

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.

E E E s means the employees, agents and contractors of the Licensee.

E E E E 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 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 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

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*

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*

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

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 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
Apologies:	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 B B BCw B B B B ed 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 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) **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

B BB B B B B B B B B B B B B

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 B B B B B B 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 B B B B B B B B B B B B B 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.

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 4632

A2   General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made—   **28 September 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
28/09/23	As per attached

A4   Owners corporation declaration

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

2

28/09/23

[Affix common seal in accordance with the corporation articles]

THE OWNERS - UNITS PLAN No. 4632
Common Seal

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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

B2 When does a reduced quorum decision take effect?

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's ***date of effect***) (UTMA s 3.11 (1), part 3.1, schedule 3).
- However, this does not apply if the decision is disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s 3.11 (3) – (5), part 3.1, schedule 3).
- ***B3 How may reduced quorum decisions be disallowed?***
- Reduced quorum decisions may be disallowed by petition (UTMA, s 3.11 (3), part 3.1, schedule 3). The petition must
- state the resolution or resolutions to which it applies; and

THE OWNERS - UNITS PLAN No. 4622
Common Seal

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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

THE OWNERS - UNITS PLAN No. 4632
Common Seal

MINUTES OF THE ANNUAL GENERAL MEETING

OF THE OWNERS OF UP 4632

. r R r wBRB C f w f w w f

10 PARBERY STREET AND 9 THE CAUSEWAY, KINGSTON, ACT, 2604

Venue: Microsoft Teams

Date: Thursday, 28 September 2023

Time: 5:30PM

Present:

K Ward	(Lot 20)
D Steele	(Lot 22)
A De Silva Wijeyeratne	(Lot 27)
A Qureshi	(Lot 72)
K Wijnberg	(Lot 73)
M McKeon	(Lot 89)
M Bentley and T Bentley	(Lot 96)

Apologies: K Nicholson (Lot 55)

Proxy Votes: Proxy Name: K Nicholson (Lot 55) IFO K Wijnberg (Lot 73)
Proxy Name: D Capezio representing Capezio Property Holdings P/L (Lot 43 and Lot 44) IFO K Wijnberg (Lot 73)

Absentee Votes: NIL

In Attendance:

V Dix	(Strata Manager, Vantage Strata)
S Anthony	(Strata Manager, Vantage Strata)
A Vincent	(Senior Strata Manager & Team Leader, Vantage Strata)

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

Secretarial Note *Owners are advised that under the Schedule 3.11 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only*

Jamieson House 90/43 Constitution Ave Reid | PO Box 206 Civic Square ACT 2608
1800 878 728 | info@vantagestrata.com.au
Canberra | Sydney | Newcastle
ACN 602 359 482
www.vantagestrata.com.au

disallowed if within 28 days after the decision was made, the Owners Corporation receives a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.

CHAIRPERSON, PROXIES AND APOLOGIES

MOTION 1:

It was **agreed** that K Wijnberg (Lot 73) chair the meeting, with apologies and proxy votes acknowledged and accepted. The meeting formally commenced at 6:03pm noting a Reduced Quorum. Vanessa Dix from Vantage Strata facilitated the meeting on behalf of the chair K Wijnberg.

CARRIED

CHAIRPERSON S REPORT

MOTION 2:

The Chairperson K Wijinberg presented the report as per the attachment in the AGM pack.

CARRIED

ADOPTION OF MINUTES

MOTION 3 Ordinary Resolution:

*It was **resolved** that the minutes of the previous Annual General Meeting held on Tuesday 06 September 2022 be confirmed.*

CARRIED

INSURANCE

MOTION 4 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.

CARRIED
(No Dissent noted)

VANTAGE STRATA
BUILDING TRUST

FINANCES (Adoption)

MOTION 5 Ordinary Resolution:

*It was **resolved** that the audited financial and audit report for the financial period ended 30th June of 2023 as presented be accepted.*

CARRIED

AUDITED FINANCIALS

MOTION 6 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.*

CARRIED

ADMINISTRATION FUND SPLIT BUDGET WITH PROPORTIONAL COSTS

MOTION 7 Special Resolution:

*It was **resolved** that in accordance with Section 78 (2) (b) of the Unit Titles (Management) Act 2011, the Owners Corporation, by Special Resolution, determine an Administration Fund contribution according to the methodology detailed in the Cost Allocation and Special Privilege Rule.*

CARRIED

ADMINISTRATION FUND EXPENDITURE BUDGET All Units and Terraces

MOTION 8 Ordinary Resolution:

*It was **resolved** that the Administration Fund budget of **$369,847.10 plus GST** for the period **1 July 2023 to 30 June 2024** be adopted.*

CARRIED

ADMINISTRATION FUND CONTRIBUTION   All Units and Terraces

MOTION 9 Ordinary Resolution:

*That a contribution be determined to the Administration Fund equal to the sum of **$339,847.10 plus GST** to be contributed by owners in accordance with their Units of Entitlement and payable by four (4) instalments due on **20 October 2023, 1 December 2023, 1 March 2024 and 1 June 2024.***

CARRIED

ADMIN SUPPLEMENTARY EXPENDITURE BUDGET   Apartments Only

MOTION 10 Ordinary Resolution:

*It was **resolved** that the Administration Fund expenditure budget of **$34,320.00 plus GST** for the period **1 July 2023 to 30 June 2024** be adopted.*

CARRIED

ADMIN SUPPLEMENTARY LEVY CONTRIBUTION   Apartments Only

MOTION 11 Ordinary Resolution:

*That a contribution be determined to the Administration Fund equal to the sum of **$34,320.00 plus GST** to be contributed by owners in accordance with their Units of Entitlement and payable by four (4) instalments due on **20 October 2023, 1 December 2023, 1 March 2024 and 1 May 2024.***

CARRIED

SINKING FUND EXPENDITURE BUDGET

MOTION 12 Ordinary Resolution:

*It was **resolved** that the Sinking Fund expenditure budget of **$8,440.01 plus GST** for the period **1 July 2023 to 30 June 2024** be adopted.*

CARRIED

SINKING FUND CONTRIBUTION

MOTION 13 Ordinary Resolution:

*It was **resolved** that a contribution of **$73,705 plus GST** as per the Sinking Fund Forecast Report be determined to the Sinking Fund for the period **1 July 2023 to 30 June 2024** to be contributed by owners in accordance with their Units of Entitlement and payable by four (4) instalments due on **20 October 2023, 1 December 2023, 1 March 2024 and 1 June 2024.***

CARRIED

SINKING FUND PLAN (Updated)

MOTION 14 Ordinary Resolution:

*It was **resolved** that the Owners Corporation authorise the Managing Agent to obtain an updated Sinking Fund Plan from QIA Group Pty Ltd in the amount of $952.00 (incl. GST) which is to be presented to owners for their consideration and adoption at the next General Meeting of the Owners Corporation.*

CARRIED

MAINTENANCE PLAN (Adoption)

MOTION 15 Ordinary Resolution:

*It was **resolved** that the Owners Corporation adopt the maintenance plan, a copy of which is in the BuildingLink library.*

CARRIED

FIRE SAFETY REVIEW

MOTION 16:

The Managing Agent advises it is a requirement of the Unit Titles (Management) (Meeting Agenda) Guidelines 2020 that the Owners Corporation have a fire safety review completed in compliance with the National Construction Code fire safety requirements.

The Fire Safety Certificate provided by B BR Bq re Services can be found on the BuildingLink portal.

CARRIED

CONTRACTS AND SERVICE AGREEMENTS

MOTION 17 Ordinary Resolution:

*It was **resolved** that the Owners Corporation authorise the incoming Executive Committee to review any contracts/service agreements that become due for renewal before the next Annual General Meeting and appoint new contractors as needed.*

CARRIED

UNIT 209/9 APPLICATION TO INSTALL SECURITY SCREEN

MOTION 18 Special Resolution:

The motion to install security screen is withdrawn by the owner.

WITHDRAWN

EXECUTIVE COMMITTEE ELECTION

MOTION 19 Ordinary Resolution:

*It was **resolved** that the Owners Corporation elects an Executive Committee of between 3-7 members from nominations of eligible members.*

The below five (5) nominations were agreed upon.

A De Silva Wijeyeratne (Lot 27), K Nicholson (Lot 55), A Qureshi (Lot 72), M McKeon (Lot 89) and M Bentley (Lot 96),

CARRIED

STRATA MANAGEMENT AGENCY AGREEMENT

MOTION 20 Ordinary Resolution:

*It was **resolved** that the Owners Corporation authorize the Executive Committee to enter into a written management agreement on expiry of the current agreement, appointing Vantage Strata as follows:*

That Vantage Strata be appointed as Manager, for a period of 1 year/s.

Vantage Strata to assume all functions of the Owners Corporation other than any functions prohibited by the Unit Titles (Management) Act.

Vantage Strata and the Owners Corporation to operate under the terms and conditions specified in the aforementioned Management Agreement.

CARRIED

GENERAL BUSINESS

MOTION 21:

Electric Vehicle (EV) Stations:

It was noted by owners that the EV charging stations are now working in the visitors carpark. M Bentley (Lot 96) enquired how Block B would be reimbursed for the usage of EV station by end users.

K Wijnberg (Lot 73) explained that charges are measured based on built-in meter reading by ACTEWAGL.

M Bentley (Lot 96) informed that ACT Government released a provision of $300,000.00 for strata properties to explore EC Stations in the units plan.

Vantage Strata informed that will work with the incoming EC to explore the options of this being available to UP 4632 Kingsborough B.

Electricity Split Charges:

Owners have previously been advised that the Electricity used in the visitor car park should be paid for by CTS and not UP 4632. M Bentley (Lot 96) enquired about the refund status for electricity usage and when B block can expect this refund.

Vantage Strata informed those present that they have escalated this with Origin and are working to get this fixed. The Strata Manager advised that a representative from Origin was recently onsite to investigate this matter however further work is expected to be done in order to get this fixed. The Strata Manager advised that once Origin have fixed it they will be able to determine how much electricity CTS have used and organise for B block to be reimbursed.

Window Cleaning:

M Bentley (Lot 96) enquired into the window cleaning and wanted to confirm if both the Terraces and Apartments would be included in the window clean.

Vantage Strata explained that all the inaccessible windows to both the Terraces and the Apartments would be included in the upcoming window clean.

Sinking Fund Budget:

M Bentley (Lot 96) noticed that there is currently only one sinking fund for both the Terraces and the Apartments when in fact there should be 2, one that will cover apartments and one that will cover the terraces.

The Strata Manager explained that the Sinking Fund plan is due for review and update in the next 12 months. As part of this Vantage Strata will work with the EC to split the sinking fund for adoption at the next AGM.

AGM Agenda:

M Bentley (Lot 96) requested for the B block owners to be given the opportunity to meet and talk through the CTS EC agenda particularly when decisions made effect all owners.

Vantage Strata explained that the easiest way to make this happen is to schedule EC Meetings before the CTS EC Meetings. Owners are given an opportunity to observe these meetings. This will give all owners an opportunity to join the EC meeting as an observer to have an insight on the CTS AGM agenda and decisions that are likely to be made by the representatives of B Block.

Owners Corporation Rules:

M Bentley (Lot 96) queried if noise restrictions can be placed on commercial units and their subsidiaries. Additionally, if the Owners Corporation can control what businesses lease units within the complex.

Vantage Strata explained that noise rules can be implemented however the rule would require a general meeting for the Owners Corporation to consider the rule and a special resolution to be passed. Vantage Strata further explained the Form 4 and the lease purpose clause, which identifies what can and cannot be done with units, inclusive of commercial units. It was noted that the Owners Corporation cannot control businesses leasing commercial units if they comply with the government requirements.

BuildingLink:

M Bentley (Lot 96) requested for the folders structure in BuildingLink to be more organised for easy reference. The documents for CTS and B block need to be separated in different folders and labelled clearly to enable owners to find things quickly.

Vantage Strata will work with the incoming EC to ensure that this is more structured.

Block D Playground:

M Bentley (Lot 96) requested to explore the options with CTS to access block D playground by contributing to the levy charges.

A Qureshi (Lot 72) highlighted that in CTS AGM 2021 it was discussed for all the blocks to contribute for the levy charges for the access of block D playground however a resolution was not found. This will be raised with CTS at the next CTS EC Meeting.

Levy Notice:

D Steele (Lot 22) enquired when owners would receive the levy notice.

The Strata Manager advised those present that the minutes will be out in the next seven days and one to two business days following that the levy notice will be raised.

MEETING CLOSURE

With there being no further business to discuss, the meeting closed at **6:41PM.**

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
Level 4, DKSN No 2. 23 Challis Street DICKSON ACT 2602 Ph 1800878728 Fax

Contribution Schedule

Administrative Fund	Approved Budget (01/07/2023-30/06/2024)	Current Actual (01/07/2022-30/06/2023)	Current Budget (01/07/2022-30/06/2023)
Income			
Insurance Claim Recoveries	$0.00	*$4,682.72*	*$0.00*
Interest	$0.00	*$1,606.31*	*$0.00*
Levy Income Admin	$339,847.10	*$413,991.12*	*$413,988.00*
Total Admin Fund Income	**$339,847.10**	*$420,280.15*	*$413,988.00*
Expense			
A/H BM Contingency	$0.00	*$0.00*	*$0.00*
Audit Fees	$1,200.00	*$1,100.00*	*$1,200.00*
BAS & Tax Preparation	$450.00	*$420.00*	*$400.00*
Bank Charges	$0.00	*$(1.57)*	*$0.00*
Banking, Software & Infrastructure	$330.00	*$315.02*	*$330.00*
BuildingLink	$2,328.00	*$2,328.00*	*$2,328.00*
Cleaning - Carpets	$0.00	*$636.36*	*$0.00*
Cleaning - Contract	$50,500.00	*$51,610.27*	*$35,000.00*
Cleaning - General	$1,000.00	*$252.75*	*$15,000.00*
Cleaning - Windows	$15,000.00	*$0.00*	*$0.00*
Community Title Scheme Contribution	$106,452.60	*$86,252.24*	*$114,000.00*
Contractor Compliance Fee	$100.00	*$87.00*	*$100.00*
Electricity	$17,000.00	*$40,419.44*	*$50,000.00*
Fire - False Alarm Fees	$0.00	*$1,613.70*	*$0.00*
Fire - Maintenance Contract	$0.00	*$4,420.00*	*$0.00*
Fire - Monitoring	$0.00	*$1,670.40*	*$0.00*
Fire - Repairs & Replacement	$0.00	*$5,500.40*	*$0.00*
Gardening - Contract	$0.00	*$0.00*	*$6,000.00*
Gardening - Plants and Trees	$0.00	*$0.00*	*$1,500.00*
HVAC - Contract	$0.00	*$0.00*	*$1,500.00*
Income Tax Payable - Admin	$0.00	*$0.00*	*$0.00*
Insurance Excess Payments	$0.00	*$0.00*	*$0.00*
Insurance Payouts	$0.00	*$0.00*	*$0.00*
Insurance Premium	$74,000.00	*$61,190.74*	*$58,700.00*
Interest Paid	$0.00	*$0.00*	*$0.00*
Keys, Remotes & Swipes	$850.00	*$820.91*	*$850.00*
Lifts - Maint. Contract	$0.00	*$9,926.64*	*$0.00*
Lifts - Repairs & Maint.	$0.00	*$686.00*	*$0.00*
Lifts Registration	$0.00	*$0.00*	*$0.00*
Lodgement Fees	$0.00	*$0.00*	*$0.00*
Management Fees (Schedule B)	$0.00	*$525.00*	*$0.00*
Management Fees - Strata	$34,026.00	*$31,800.85*	*$32,630.00*
Miscellaneous Expenses	$0.00	*$0.00*	*$0.00*
Pest Control	$15,000.00	*$0.00*	*$7,000.00*

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
Level 4, DKSN No 2. 23 Challis Street DICKSON ACT 2602 Ph 1800878728 Fax

Contribution Schedule

Administrative Fund	Approved Budget (01/07/2023-30/06/2024)	Current Actual (01/07/2022-30/06/2023)	Current Budget (01/07/2022-30/06/2023)
Plumbing - Maint. Contract	$5,510.50	*$5,350.00*	*$7,000.00*
R & M Buildings	$0.00	*$0.00*	*$0.00*
R & M Car Park Fans	$0.00	*$0.00*	*$0.00*
R & M Doors	$0.00	*$0.00*	*$0.00*
R & M Electrical	$2,000.00	*$3,847.50*	*$2,000.00*
R & M Garage	$0.00	*$0.00*	*$0.00*
R & M General	$6,000.00	*$5,859.22*	*$20,000.00*
R & M Locks	$500.00	*$3,935.34*	*$500.00*
R & M Plumbing	$5,000.00	*$1,569.64*	*$20,000.00*
Rates - ACT Revenue Office	$0.00	*$0.00*	*$0.00*
Reports - Height Safety	$2,600.00	*$0.00*	*$0.00*
Reports - Insurance Valuation	$0.00	*$1,075.45*	*$1,000.00*
Reports - Sinking Fund Plan	$1,500.00	*$0.00*	*$1,500.00*
Rubbish Removal	$500.00	*$339.13*	*$450.00*
Security & Access System	$0.00	*$0.00*	*$0.00*
Water Usage	$28,000.00	*$25,804.54*	*$35,000.00*
Total Admin Fund Expense	**$369,847.10**	*$349,354.97*	*$413,988.00*
Total Contribution Schedule Levy Income	**$339,847.10**	*$413,991.12*	*$413,988.00*
ADD: ADMIN GST	**$33,984.71**	*$0.00*	*$41,398.80*
Total Contribution Schedule Budget	**$373,831.81**	*$413,991.12*	*$455,386.80*

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
Level 4, DKSN No 2. 23 Challis Street DICKSON ACT 2602 Ph 1800878728 Fax

Admin Supplementary

Administrative Fund	Approved Budget (01/07/2023-30/06/2024)	Current Actual (01/07/2022-30/06/2023)	Current Budget (01/07/2022-30/06/2023)
Income			
Interest	$0.00	*$11.74*	*$0.00*
Levy Income Admin	$34,320.00	*$42,701.56*	*$42,700.00*
Total Admin Fund Income	**$34,320.00**	*$42,713.30*	*$42,700.00*
Expense			
Bank Charges	$0.00	*$(1.55)*	*$0.00*
Cleaning - Carpark	$1,500.00	*$1,235.00*	*$2,500.00*
Cleaning - Carpets	$1,500.00	*$0.00*	*$2,000.00*
Fire - False Alarm Fees	$3,200.00	*$0.00*	*$7,500.00*
Fire - Maintenance Contract	$4,320.00	*$700.00*	*$3,500.00*
Fire - Monitoring	$2,000.00	*$0.00*	*$3,000.00*
Fire - Repairs & Replacement	$6,000.00	*$0.00*	*$7,000.00*
HVAC - Contract	$0.00	*$0.00*	*$1,500.00*
Lifts - Maint. Contract	$12,800.00	*$3,027.36*	*$12,200.00*
Lifts - Repairs & Maint.	$1,500.00	*$0.00*	*$1,500.00*
R & M Garage	$1,500.00	*$0.00*	*$2,000.00*
Total Admin Fund Expense	**$34,320.00**	*$4,960.81*	*$42,700.00*
Total Admin Supplementary Levy Income	**$34,320.00**	*$42,701.56*	*$42,700.00*
ADD: ADMIN GST	**$3,432.00**	*$0.00*	*$4,270.00*
Total Admin Supplementary Budget	**$37,752.00**	*$42,701.56*	*$46,970.00*
TOTAL ADMIN LEVY INCOME	**$374,167.10**	*$456,692.68*	*$456,688.00*
ADD: ADMIN GST	**$37,416.71**		*$45,668.80*
TOTAL ADMIN BUDGET	**$411,583.81**		*$502,356.80*

Contribution Schedule

Sinking Fund	Approved Budget (01/07/2023-30/06/2024)	Current Actual (01/07/2022-30/06/2023)	Current Budget (01/07/2022-30/06/2023)
Income			
Interest	$0.00	*$302.66*	*$0.00*
Levy Income Sinking	$73,705.00	*$65,298.64*	*$65,298.00*
Total Sinking Fund Income	**$73,705.00**	*$65,601.30*	*$65,298.00*
Expense			
R & M Fire Services - Sinking	$3,014.55	*$0.00*	*$0.00*
R & M General - Sinking	$4,961.82	*$0.00*	*$0.00*
R & M Toilets/Showers	$463.64	*$0.00*	*$0.00*
Total Sinking Fund Expense	**$8,440.01**	*$0.00*	*$0.00*
Total Contribution Schedule Levy Income	**$73,705.00**	*$65,298.64*	*$65,298.00*
ADD: SINKING GST	**$7,370.50**	*$0.00*	*$6,529.80*
Total Contribution Schedule Budget	**$81,075.50**	*$65,298.64*	*$71,827.80*

Admin Supplementary

Sinking Fund	Approved Budget (01/07/2023-30/06/2024)	Current Actual (01/07/2022-30/06/2023)	Current Budget (01/07/2022-30/06/2023)
Income			
Total Sinking Fund Income	**$0.00**	*$0.00*	*$0.00*
Expense			
Total Sinking Fund Expense	**$0.00**	*$0.00*	*$0.00*
Total Admin Supplementary Levy Income	**$0.00**	*$0.00*	*$0.00*
ADD: SINKING GST	**$0.00**	*$0.00*	*$0.00*
Total Admin Supplementary Budget	**$0.00**	*$0.00*	*$0.00*
TOTAL SINKING LEVY INCOME	**$73,705.00**	*$65,298.64*	*$65,298.00*
ADD: SINKING GST	**$7,370.50**		*$6,529.80*
TOTAL SINKING BUDGET	**$81,075.50**		*$71,827.80*

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)
Level 4, DKSN No 2. 23 Challis Street DICKSON ACT 2602 Ph 1800878728 Fax

Budget Summary (01/07/2023-30/06/2024)

	Approved	1st Instalment 20/10/2023	2nd Instalment 01/12/2023	3rd Instalment 01/03/2024	4th Instalment 01/06/2024	TOTAL (01/07/2023-30/06/2024)
Administrative Fund	$373,831.81	$93,457.89	$93,457.89	$93,457.89	$93,457.89	$373,831.56
Sinking Fund	$81,075.50	$20,268.91	$20,268.91	$20,268.91	$20,268.91	$81,075.64
Contribution Schedule Total	$454,907.31	$113,726.80	$113,726.80	$113,726.80	$113,726.80	$454,907.20
Administrative Fund	$37,752.00	$9,438.35	$9,438.35	$9,438.35	$9,438.35	$37,753.40
Sinking Fund	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Admin Supplementary Total	$37,752.00	$9,438.35	$9,438.35	$9,438.35	$9,438.35	$37,753.40
Amount to Collect	**$492,659.31**	**$123,165.15**	**$123,165.15**	**$123,165.15**	**$123,165.15**	**$492,660.60**

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 (01/07/2023-30/06/2024)

Contribution Schedule

Aggregate Units of Entitlement (UOE) - 1000

Due Date	Levy Period	Admin	Sinking	Total
20/10/2023	01/09/2023 - 30/11/2023	$93.46	$20.27	$113.73
01/12/2023	01/12/2023 - 29/02/2024	$93.46	$20.27	$113.73
01/03/2024	01/03/2024 - 31/05/2024	$93.46	$20.27	$113.73
01/06/2024	01/06/2024 - 31/08/2024	$93.46	$20.27	$113.73
Financial Year Total per Units of Entitlement		**$373.83**	**$81.08**	**$454.91**
Financial Year Aggregate		**$373,831.56**	**$81,075.64**	**$454,907.20**
Approved Budget Amount		**$373,831.81**	**$81,075.50**	**$454,907.31**
Next Year Pre Issue Aggregate		**$0.00**	**$0.00**	**$0.00**

Admin Supplementary

Aggregate Units of Entitlement (UOE) - 867

Due Date	Levy Period	Admin	Sinking	Total
20/10/2023	01/09/2023 - 30/11/2023	$10.89	$0.00	$10.89
01/12/2023	01/12/2023 - 29/02/2024	$10.89	$0.00	$10.89
01/03/2024	01/03/2024 - 31/05/2024	$10.89	$0.00	$10.89
01/06/2024	01/06/2024 - 31/08/2024	$10.89	$0.00	$10.89
Financial Year Total per Units of Entitlement		**$43.54**	**$0.00**	**$43.54**
Financial Year Aggregate		**$37,753.40**	**$0.00**	**$37,753.40**
Approved Budget Amount		**$37,752.00**	**$0.00**	**$37,752.00**
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

Owner Summary (01/07/2023-30/06/2024) - Contribution Schedule

UOE	Lot(s)		1st Instalment 20/10/2023	2nd Instalment 01/12/2023	3rd Instalment 01/03/2024	4th Instalment 01/06/2024	TOTAL (01/07/2023-30/06/2024)
17	1, 73, 74, 77, 79, 80						
		Admin	$1,588.78	$1,588.78	$1,588.78	$1,588.78	$6,355.12
		Sinking	$344.57	$344.57	$344.57	$344.57	$1,378.28
		Owner Total	**$1,933.35**	**$1,933.35**	**$1,933.35**	**$1,933.35**	**$7,733.40**
12	2, 3, 4, 7, 8, 11, 15, 16, 19, 23, 24, 78, 88						
		Admin	$1,121.52	$1,121.52	$1,121.52	$1,121.52	$4,486.08
		Sinking	$243.23	$243.23	$243.23	$243.23	$972.92
		Owner Total	**$1,364.75**	**$1,364.75**	**$1,364.75**	**$1,364.75**	**$5,459.00**
16	5						
		Admin	$1,495.35	$1,495.35	$1,495.35	$1,495.35	$5,981.40
		Sinking	$324.30	$324.30	$324.30	$324.30	$1,297.20
		Owner Total	**$1,819.65**	**$1,819.65**	**$1,819.65**	**$1,819.65**	**$7,278.60**
18	6, 83						
		Admin	$1,682.26	$1,682.26	$1,682.26	$1,682.26	$6,729.04
		Sinking	$364.84	$364.84	$364.84	$364.84	$1,459.36
		Owner Total	**$2,047.10**	**$2,047.10**	**$2,047.10**	**$2,047.10**	**$8,188.40**
13	9, 39, 76, 82						
		Admin	$1,214.95	$1,214.95	$1,214.95	$1,214.95	$4,859.80
		Sinking	$263.50	$263.50	$263.50	$263.50	$1,054.00
		Owner Total	**$1,478.45**	**$1,478.45**	**$1,478.45**	**$1,478.45**	**$5,913.80**
8	10, 13, 18, 21, 38, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 75, 81, 84						
		Admin	$747.65	$747.65	$747.65	$747.65	$2,990.60
		Sinking	$162.15	$162.15	$162.15	$162.15	$648.60
		Owner Total	**$909.80**	**$909.80**	**$909.80**	**$909.80**	**$3,639.20**

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 (01/07/2023-30/06/2024) - Contribution Schedule

UOE	Lot(s)		1st Instalment 20/10/2023	2nd Instalment 01/12/2023	3rd Instalment 01/03/2024	4th Instalment 01/06/2024	TOTAL (01/07/2023-30/06/2024)
11	12, 20, 91, 92, 94, 95, 96						
		Admin	$1,028.04	$1,028.04	$1,028.04	$1,028.04	$4,112.16
		Sinking	$222.96	$222.96	$222.96	$222.96	$891.84
		Owner Total	**$1,251.00**	**$1,251.00**	**$1,251.00**	**$1,251.00**	**$5,004.00**
9	14, 17, 22, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37						
		Admin	$841.13	$841.13	$841.13	$841.13	$3,364.52
		Sinking	$182.42	$182.42	$182.42	$182.42	$729.68
		Owner Total	**$1,023.55**	**$1,023.55**	**$1,023.55**	**$1,023.55**	**$4,094.20**
28	72						
		Admin	$2,616.82	$2,616.82	$2,616.82	$2,616.82	$10,467.28
		Sinking	$567.53	$567.53	$567.53	$567.53	$2,270.12
		Owner Total	**$3,184.35**	**$3,184.35**	**$3,184.35**	**$3,184.35**	**$12,737.40**
1	85, 86, 87						
		Admin	$93.48	$93.48	$93.48	$93.48	$373.92
		Sinking	$20.27	$20.27	$20.27	$20.27	$81.08
		Owner Total	**$113.75**	**$113.75**	**$113.75**	**$113.75**	**$455.00**
19	89, 90						
		Admin	$1,775.69	$1,775.69	$1,775.69	$1,775.69	$7,102.76
		Sinking	$385.11	$385.11	$385.11	$385.11	$1,540.44
		Owner Total	**$2,160.80**	**$2,160.80**	**$2,160.80**	**$2,160.80**	**$8,643.20**
14	93, 97						
		Admin	$1,308.39	$1,308.39	$1,308.39	$1,308.39	$5,233.56
		Sinking	$283.76	$283.76	$283.76	$283.76	$1,135.04
		Owner Total	**$1,592.15**	**$1,592.15**	**$1,592.15**	**$1,592.15**	**$6,368.60**

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

Owner Summary (01/07/2023-30/06/2024) - Admin Supplementary

UOE	Lot(s)		1st Instalment 20/10/2023	2nd Instalment 01/12/2023	3rd Instalment 01/03/2024	4th Instalment 01/06/2024	TOTAL (01/07/2023-30/06/2024)
17	1, 73, 74, 77, 79, 80						
		Admin	$185.05	$185.05	$185.05	$185.05	$740.20
		Sinking	$0.00	$0.00	$0.00	$0.00	$0.00
		Owner Total	**$185.05**	**$185.05**	**$185.05**	**$185.05**	**$740.20**
12	2, 3, 4, 7, 8, 11, 15, 16, 19, 23, 24, 78						
		Admin	$130.65	$130.65	$130.65	$130.65	$522.60
		Sinking	$0.00	$0.00	$0.00	$0.00	$0.00
		Owner Total	**$130.65**	**$130.65**	**$130.65**	**$130.65**	**$522.60**
16	5						
		Admin	$174.15	$174.15	$174.15	$174.15	$696.60
		Sinking	$0.00	$0.00	$0.00	$0.00	$0.00
		Owner Total	**$174.15**	**$174.15**	**$174.15**	**$174.15**	**$696.60**
18	6, 83						
		Admin	$195.95	$195.95	$195.95	$195.95	$783.80
		Sinking	$0.00	$0.00	$0.00	$0.00	$0.00
		Owner Total	**$195.95**	**$195.95**	**$195.95**	**$195.95**	**$783.80**
13	9, 39, 76, 82						
		Admin	$141.50	$141.50	$141.50	$141.50	$566.00
		Sinking	$0.00	$0.00	$0.00	$0.00	$0.00
		Owner Total	**$141.50**	**$141.50**	**$141.50**	**$141.50**	**$566.00**
8	10, 13, 18, 21, 38, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 75, 81, 84						
		Admin	$87.10	$87.10	$87.10	$87.10	$348.40
		Sinking	$0.00	$0.00	$0.00	$0.00	$0.00
		Owner Total	**$87.10**	**$87.10**	**$87.10**	**$87.10**	**$348.40**

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 (01/07/2023-30/06/2024) - Admin Supplementary

UOE	Lot(s)		1st Instalment 20/10/2023	2nd Instalment 01/12/2023	3rd Instalment 01/03/2024	4th Instalment 01/06/2024	TOTAL (01/07/2023-30/06/2024)
11	12, 20						
		Admin	$119.75	$119.75	$119.75	$119.75	$479.00
		Sinking	$0.00	$0.00	$0.00	$0.00	$0.00
		Owner Total	**$119.75**	**$119.75**	**$119.75**	**$119.75**	**$479.00**
9	14, 17, 22, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37						
		Admin	$97.95	$97.95	$97.95	$97.95	$391.80
		Sinking	$0.00	$0.00	$0.00	$0.00	$0.00
		Owner Total	**$97.95**	**$97.95**	**$97.95**	**$97.95**	**$391.80**
28	72						
		Admin	$304.80	$304.80	$304.80	$304.80	$1,219.20
		Sinking	$0.00	$0.00	$0.00	$0.00	$0.00
		Owner Total	**$304.80**	**$304.80**	**$304.80**	**$304.80**	**$1,219.20**
1	85, 86, 87						
		Admin	$10.90	$10.90	$10.90	$10.90	$43.60
		Sinking	$0.00	$0.00	$0.00	$0.00	$0.00
		Owner Total	**$10.90**	**$10.90**	**$10.90**	**$10.90**	**$43.60**

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

Contribution Summary (01/07/2023-30/06/2024)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
1, 73, 74, 77, 79, 80	Contribution Schedule	17	$6,355.12	$1,378.28	$0.00
	Admin Supplementary	17	$740.20	$0.00	$0.00
	Owner Total		**$7,095.32**	**$1,378.28**	**$8,473.60**
2, 3, 4, 7, 8, 11, 15, 16, 19, 23, 24, 78	Contribution Schedule	12	$4,486.08	$972.92	$0.00
	Admin Supplementary	12	$522.60	$0.00	$0.00
	Owner Total		**$5,008.68**	**$972.92**	**$5,981.60**
5	Contribution Schedule	16	$5,981.40	$1,297.20	$0.00
	Admin Supplementary	16	$696.60	$0.00	$0.00
	Owner Total		**$6,678.00**	**$1,297.20**	**$7,975.20**
6, 83	Contribution Schedule	18	$6,729.04	$1,459.36	$0.00
	Admin Supplementary	18	$783.80	$0.00	$0.00
	Owner Total		**$7,512.84**	**$1,459.36**	**$8,972.20**
9, 39, 76, 82	Contribution Schedule	13	$4,859.80	$1,054.00	$0.00
	Admin Supplementary	13	$566.00	$0.00	$0.00
	Owner Total		**$5,425.80**	**$1,054.00**	**$6,479.80**
10, 13, 18, 21, 38, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 75, 81, 84	Contribution Schedule	8	$2,990.60	$648.60	$0.00
	Admin Supplementary	8	$348.40	$0.00	$0.00
	Owner Total		**$3,339.00**	**$648.60**	**$3,987.60**
12, 20	Contribution Schedule	11	$4,112.16	$891.84	$0.00
	Admin Supplementary	11	$479.00	$0.00	$0.00
	Owner Total		**$4,591.16**	**$891.84**	**$5,483.00**
14, 17, 22, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37	Contribution Schedule	9	$3,364.52	$729.68	$0.00
	Admin Supplementary	9	$391.80	$0.00	$0.00
	Owner Total		**$3,756.32**	**$729.68**	**$4,486.00**

Contribution Summary (01/07/2023-30/06/2024)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
72	Contribution Schedule	28	$10,467.28	$2,270.12	$0.00
	Admin Supplementary	28	$1,219.20	$0.00	$0.00
	Owner Total		**$11,686.48**	**$2,270.12**	**$13,956.60**
85, 86, 87	Contribution Schedule	1	$373.92	$81.08	$0.00
	Admin Supplementary	1	$43.60	$0.00	$0.00
	Owner Total		**$417.52**	**$81.08**	**$498.60**
88	Contribution Schedule	12	$4,486.08	$972.92	$0.00
	Owner Total		**$4,486.08**	**$972.92**	**$5,459.00**
89, 90	Contribution Schedule	19	$7,102.76	$1,540.44	$0.00
	Owner Total		**$7,102.76**	**$1,540.44**	**$8,643.20**
91, 92, 94, 95, 96	Contribution Schedule	11	$4,112.16	$891.84	$0.00
	Owner Total		**$4,112.16**	**$891.84**	**$5,004.00**
93, 97	Contribution Schedule	14	$5,233.56	$1,135.04	$0.00
	Owner Total		**$5,233.56**	**$1,135.04**	**$6,368.60**
	Overall Total		**$411,584.96**	**$81,075.64**	**$492,660.60**

Schedule	UOE
Contribution Schedule	1000
Admin Supplementary	867

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest $0.05

Minutes of the Executive Committee of Units Plan No 4632

Venue: On-Site

Date: Tuesday 10 October 2023

Time: 05:45

Present: M Bentley (Lot 96), A De Silva Wijeyeratne (Lot 27), M McKeon (Lot 89), K Nicholson (Lot 55), A Qureshi (Lot 72).

Apologies: None

1. Opening
A Qureshi opened the meeting at 5:45PM.

2. Election of office bearers
The following Executive Committee members were elected as office bearers for 2023-24:

Chair: A Qureshi
Treasurer: K Nicholson
Secretary: M Bentley

3. Election of Community Title representatives
The following Executive Committee members were elected as B Block representatives on the Community Title Executive Committee (CTEC) for 2023-24:

A Qureshi
M Bentley

It was noted that A Qureshi was serving as interim Treasurer of the CTEC. The Executive Committee agreed that it was desirable for a B Block representative to hold an officer bearer position on the CTEC noting B Block is the largest block in the Kingsborough complex.

4. Motion to thank previous Executive Committee members
The Executive Committee noted its appreciation for the service of those Executive Committee members who completed their tenure on the Committee at the September 2023 AGM. In particular it was noted that D Capezio had served on the Committee since its inception in 2019.

5. General discussion
The Chair flagged that he would reach out to Vantage Strata management to re-prosecute issues raised by the previous Chair in relation to the service provided to B Block.

The Executive Committee discussed its general approach to engagement with the CTEC, including the need to ensure that B Block priorities were realized through the CTEC.

The Executive Committee agreed to request Vantage Strata make further inquiries in relation to make good arrangements for use of common property by Parbery Lane given its closure.

6. Meeting closure

The meeting closed at 6:25PM.

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 B B B B B B B B B B B B B 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 B 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
B B B B B B B B B B B B V B B
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
B B BC B B B B B B B
replacement.

EC has requested VS to get a comparison quote for the plant replacement to budget for the next financial year B VB B B B B B B B B
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***
B B B B Bby 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 UNITS PLAN NO 4632

Venue:	Vantage Strata	
Date:	Thursday 26 October 2023	
Time:	05:30PM	
Present:	Anshu De Silva Wijeyeratne	(Lot 27)
	Kieran Nicholson	(Lot 55)
	Ahmed Qureshi	(Lot 72)
	Matt McKeon	(Lot 89)
	Maria Bentley	(Lot 96)
Apologies:	Nil	
Attendance:	Vanessa Dix (Strata Manager, Vantage Strata)	
	Simon Anthony (Strata Manager, Vantage Strata)	

Meeting opened 5:41pm

MEETING FORMALITIES

1. **Attendance and acceptance of apologies.**

   The meeting opened at 5:41pm, Ahmed Qureshi (Lot 72) was appointed as the Chairperson for the meeting.

2. **Conflict Of Interest (review agenda and declare any conflict of interest).**

   Nil

3. **Previous Minutes (adoption)**

   The minutes of the previous committee meeting held on Tuesday 10 October 2023 were confirmed.

4. Reports:

a. **Chair Report**

The chairperson gave the EC an overview of the items that were discussed at the CTS EC Meeting held on Wednesday 11 October 2023.

The CTS EC approved to proceed with the Traffic calming option with RD Gossip as they fully understand the scope of work and its within budget ($4000 including GST). It was agreed that Ahmed Qureshi would attend the site inspections with RD Gossip and the Building Manager to provide historical context on the traffic management issues and requested works.

A concern that B Block EC Members have previously raised is that the current speed humps in the driveway make Shophouse and Warehouse units shake. The Chair will ask further questions on this with RD Gossip to balance the need for pedestrian safety, access for large / service vehicles, and enjoyment of units by residents. The Chair noted progress of this works was awaiting Vantage Strata to issue a work order to RD Gossip.

The CTS also discussed the CTS proposal for new signage around Kingsborough Village including parking limit signs, EV charging signs and no playing signs. The Executive Committee raised concerns around the enforceability, practicality and appearance of the large number of signs being proposed by the CTS Executive Committee.

The Committee discussed challenges associated with managing multiple contracts across B-Block and the CTS. An example was the gardening contract, which was considered by B-Block CTS representatives to be creating additional overhead and expense across Kingsborough as Blocks are required to hold and manage individual contracts, and come together to jointly manage a central contract. Vantage Strata has previously been requested to seek alternative quotes to manage gardening services across Kingsborough.

b. **Treasurer Report**

The Treasurer for UP 4632 Kingsborough B noted the overall B-Block financial position was tracking in accordance with budget.

It was noted that Vantage Strata had issued levy notices with shorter than a 30 day due date. Vantage Strata was asked how arrears were tracking and at what length of arrears a late payment fee would be charged. It was noted that the Block B Administrative fund had sufficient cash balance. Vantage Strata advised that the first $55 fee is charged 30 days after the due date, an additional $55 is charged 60 days after the due date and the arrears are then sent to an external agency after 90 days. It was noted that in light of the shortened due date for levies issued in October, that the Executive Committee has directed Vantage Strata that the relevant due date would be 30 days after issuance of those levies, rather than the due date stated in the notice.

It was also flagged with Vantage Strata that there must be monthly reporting of the financial statements to the Block B EC.

c. Secretary Report
Nothing to report.

5. For Discussion:

Unit 306/9 Broken Window It has been noted by the Building Manager that 306/9 has a smashed window and it may be a safety concern if the glass falls out. The EC have agreed to obtain a quote to get the glass replaced. It was agreed that the cause of the breakage needs to be determined to ascertain responsibility for costs.

Lockboxes It has been noted that the previous Executive Committee had established a requirement for owners to remove lockboxes on common property, given potential safety and security concerns. Vantage Strata were asked to confirm which lockboxes had been installed with or without permission. Owners without permission would be contacted by Vantage. If lockboxes remained, then the Executive Committee directed that they could be removed after 14 days B B B B B B B B B needed.

CCTV Cameras The Strata Manager raised a request from the CTS for the installation of a new bank of servers which will be installed on B-Block common property (in the server room within the basement carpark). The additional servers are required to increase the capacity of CCTV cameras which can be installed across Kingsborough. All Committee members agreed to the request.

CCTV Cameras With the approval of a new server to be installed (refer above), The EC have advised that they would like to request an additional camera in each waste room and one at the entry of the carpark that is shared with D Block (Powerhouse) and E Block (Woolstore). The cost for the third camera could potentially be shared by the 3 Blocks. Vantage Strata will keep the EC up to date on an installation date for the new server, at which point B-Block can make a request to the CTS for the additional cameras.

Fob Audit Update The EC asked for an update on when the fob audit will be completed, as directed by the previous Executive Committee. The Strata Manager explained that once the Internet has been installed in the Building Managers office, as agreed at CTS level, the Building Manager will be able to work with Smartdesign to complete this process. Residents will need to provide their fob number to the Building Manager with any fobs that have not been registered with the Building Manager to be deactivated. The Committee expressed concern for the length of time that has elapsed since this request was initially made, and noted that Vantage Strata have advised the conduct of a fob audit is within the Building Manager B scope of services.

Projector Housing Unit The EC discussed the Projector Housing Unit in Shophouse which continues not to work. One company has declined to quote as they consider the system is not fit for purpose. Vantage have requested another quote and are waiting to receive it. Discussions were had about if B-Block should invest to get it to a working level or if a new system should be put in place... While some members observed that there had been a limited level of interest in the Projector facility in a survey of owners, others commented that this interest may increase if it was fixed properly.

Pigeon Infestation It has been determined that there are pigeons in the Shophouse roof area. The Strata Manager has sourced quotes for the removal of the pigeons which will be distributed to the EC for further approval.

Roller Door Update It has been determined by the maintenance supplier that the main roller door into the carpark for Block B, D and E block needs to be replaced. Vantage Strata will determine the cost for B block, D block and E block based on a split of costs. The EC have asked if maintenance has been completed on the door and what the lifecycle should be. If it is not fit for purpose and will only last 4 years the EC would like to see it replaced with a door that is fit for purpose and will last a lot longer. The Committee also asked Vantage Strata for confirmation of how maintenance costs for the roller door are being managed across the three Blocks which share access. The Strata Manager undertook to conduct a review and advise the Committee.

Shophouse waste room roller door The roller door on the middle bin room requires repair. The cost of this quote was discussed and all EC Members have agreed to proceed.
Fire Extinguishers 9 fire extinguishers need replacing as they are out of date. The EC have approved the replacement of all extinguishers on B Block common property. EC Members advised that any fire extinguishers requiring replacement on CTS common property should be funded through the CTS administrative fund.
External Window Clean The EC would like to see the external windows cleaned before Christmas. The Strata Manager has explained that the Height Safety System needs to be rectified before the windows can be cleaned. Even if it is decided that a boom lift will be used to clean the windows they will still require the Height Safety System to be completed as not all windows are accessible via a boom lift.
Height Safety System quotes. A quote has been received from Touchdown to install the Height Safety System into shophouse. Two options have been sent including 1 hatch and 2 hatches. Due to the cost the EC would like to see a quote from alternative providers before a decision is made.
Discussion on managing business between B block and CTS. EC Members discussed that they would like to see a better connection between B Block and the CTS EC. EC Meetings for B block will be held before CTS. This will give B block a chance to discuss any decisions that need to be made before making a decision at a CTS Level. Vantage Strata have also advised that financial results, agendas and supporting papers will be sent to EC Members a week before the EC meeting (rather than the day of the meeting) to give sufficient time to prepare and review for the meeting.

Crates It has been determined that the commercial tenants are leaving bread crates in the bin area. The EC have asked Vantage Strata to ensure that the tenant / owner removes these in a timely manner. If they do not, the EC agreed that the Building Manager arrange removal and on charge the cost to the tenant.
Electricity Origin Energy have been onsite to investigate the meter reading error between Block and CTS. At the time of the meeting Vantage Strata were waiting for a response from Origin. The EC requested Vantage Strata escalate remediation of the issue, as it has been ongoing for several months and is resulting in B Block continuing to pay electricity for CTS common property. Once a further update has been provided it will be sent to the EC for consideration.

6. Pet Applications:
No applications received.

7. Erections and Alterations (Applications)
No applications received.

8. Next Meeting (date):
The next EC Meeting will be held on Wednesday 29th November 5:30pm at Vantage Strata (Level 4, 23 Challis St, Dickson and on teams)

9. Meeting Closure: With no further business the EC Meeting officially closed at 7:13pm

[1] *The Executive Committee should familiarise themselves with the following schedules outlined in the Unit Titles (Management) Act 2011 (UTMA):*
B B BV B BV B B
B B Bi BV B B

A copy of the UTMA can be downloaded by using the link below:
www.legislation.act.gov.au/a/2011-41/current/pdf/2011-41.pdf [1]

MINUTES OF THE

EXECUTIVE COMMITTEE MEETING

OF UNITS PLAN NO 4632

Venue:	Online Microsoft teams
Date:	Wednesday 29 November 2023
Time:	05:30PM
Present:	Anshu De Silva Wijeyeratne (Lot 27) Kieran Nicholson (Lot 55) Ahmed Qureshi (Lot 72) Matt McKeon (Lot 89) Maria Bentley (Lot 96)
Apologies:	Nil
Attendance:	Nil

MEETING FORMALITIES

1. **Attendance and acceptance of apologies.**

   The meeting opened at 5:34pm, Ahmed Qureshi (Lot 72) was appointed as the Chairperson for the meeting.

2. **Conflict Of Interest (review agenda and declare any conflict of interest).**

   Nil

3. **Previous Minutes (adoption)**

   Minutes from the October meeting have been updated to capture Action Items and will be provided to Vantage for updating on BuildingLink.

AGENDA

4. **Reports:**

   Chair Report

   The Chair opened the meeting noting the challenges the Executive Committee (EC) have been experiencing with their dealings with Vantage Strata and the decline in the quality of services over the 12 months.

   The Chair gave the EC an overview of recent discussions with Vantage Strata management regarding EC concerns of the declining level of service being provided to both the EC and the UP4632 Owners Corporation (OC) over the last 12 months. These concerns were acknowledged by Vantage and were passed on to the relevant team leader at Vantage Strata. During these

   B Ba B B B B B B B B B B B B

   processes and providing the EC with service levels that Vantage could be held to account against.

Key areas of concern identified by EC members were as follows:

1. Poor service quality including meeting minutes not being delivered in agreed (or legislated) timeframes, meeting minutes not being accurate, not capturing key decisions and actions items, not being distributed to OC members within required timeframe. Lack of response to any updates requested. Decisions being sought without sufficiently robust advice.
   The Committee noted that the Strata Manager or a representative from Vantage Strata was not in attendance at the meeting due to a scheduling conflict, despite the date being previously being agreed with the Committee advised the day before the meeting.
2. Delivery of key documents (including monthly Financial, Building Manager reports, quotes) not being accurate, or made available to EC members in sufficient timeframes before scheduled meeting, impacting decision making at meetings.
3. Lack of progress outside of EC meetings with limited action being taken on key decisions until just prior to the next scheduled Committee meeting, impacting the ability of the EC to make informed decisions in a timely manner.
4. Lack of visibility from the Strata Manager (SM) regarding concerns or issues raised by residents or OC members.

The EC observed that it was unclear what had contributed to the current decline in service but have received nothing in way of an explanation as yet to why or how they plan to address the EC concerns. The EC affirmed that there was a need to actively drive and push for a better service from Vantage.

The Committee agreed that there was a need for a clear plan from Vantage Strata management regarding the metrics that its services will be benchmarked against and a plan to improve on current service levels. As such the EC agreed the following motion:

The Committee reiterates its concerns about the continued diminution in the quality of service provided by Vantage to the Committee and to the Kingsborough B Block Owners Corporation. It therefore requests an action/improvement plan be provided to the Committee by no later than 31 January 2024, to enable the Committee to evaluate the improvement and performance prior to end of Vantage contract ending in June 2024.

The action/improvement plan should include steps taken by Vantage to ensure timely delivery of committee related and decision ready materials, the provision of accurate and timely advice and materials to both the Committee and the Owners Corporation members, and timely responses to issues raised by Owners Corporation members.

<u>Treasurer Report</u>

Overall the OC is in a sound financial position, and is tracking well against the agreed budget. The EC is currently considering out of budget expenditure on the Warehouse Height Safety Works, which came to light after the budget was set. Funds for the Shophouse roof remediation work have been approved within budget, with work yet to commence. The Treasurer reflected that financial reports provided by Vantage Strata did not accurately reflect the split between the main and supplementary budgets.

<u>Secretary Report</u>

Previous meeting minutes have been amended and Action Items are to be added to meeting minutes before distribution to the OC.

5. **Action items:**

<u>Unit 306/9 Broken Window</u>

The Committee noted the following updates received from Vantage.

22/11/2023: Update from SM - The glazier has been unable to contact the owner of Unit 306 to gain access to find out what the cause of the glass breakage is. We will continue to try.
29/11/203: Update from SM via email: *We have spoken to the owner of this unit in relation to the broken window as recently as yesterday. Unfortunately he has not responded to the*
B B B B B B B B

As Vantage were not present at the meeting, the Executive Committee agreed that further details were required to inform next steps.

ACTION ITEM: SM to provide EC a report via email outlining what measures they have taken to communicate with the owner to include dates, methods and outcomes, by 14 December 2023. (29/10/2023) OPEN

<u>Lockboxes</u>

The Committee noted the following update from Vantage.

29/11/2023: Update from SM via email: There are 3 premised with lock boxes that have not been approved by the EC (details of location and unit numbers provided). Working with the Building Manager to locate list of approved lockboxes.

Committee members were concerned that action had not progressed on this issue beyond the identification of lockboxes which had not been approved, having regard to instructions previously provided, at its 26 October 2023 meeting, for handling of lockboxes without approval.

ACTION ITEM: Vantage to contact owners who have installed lockboxes without permission to direct owners they must either submit an Alteration Form within 14 days of receiving the notice or remove the boxes and make good, if boxes are not removed within the required timeframe the BM has authority to remove the boxes with owners to be invoiced for the costs. Vantage to provide the EC a progress on actions taken.(29/11/2023) OPEN

ACTION ITEM: SM and BM to provide the EC with the register of approved alterations by 14 December 2023. OPEN

<u>CCTV Cameras</u>

The Committee noted the following update from Vantage.

29/11/2023: Update from SM via email: No further updates on when the new server will be installed. The CTS Strata Manager has been advised that you have approved the installation.
29/11/2023: Update from SM via email: Quotes for the additional camera will be sourced once we have an installation date of the server. It is best not to get this early incase the cost may change.

The Committee agreed that there would be merit in setting specific timeframes for the discharge of its previous instructions to Vantage.

ACTION ITEM: Vantage to request 2 quotes for cameras to be installed in each of Block B waste rooms, and entry of the carpark. Vantage to confirm the proposed camera for the carpark B B B B B B B B BbB BBS (26/10/2023) OPEN

ACTION ITEM: SM to provide EC with a timeframe for the installation of the server by 14 Dec 2023. SM to provide EC a progress report on discussions with Blocks D & E Committee B B B B B B s by 14 Dec 2023. (29/10/2023) OPEN

<u>Fob Audit Update</u>

The Committee noted the following update from Vantage.

29/11/2023: Update from SM via email: The CTS Strata Manager does not have an update on this item.

The Committee noted that the fob audit has been something that has been in the works for an extended period of time and affirmed its keenness for delivery as soon as possible. To that end, it was agreed that there would be merit in setting specific timeframes for the discharge of its previous instructions to Vantage.

ACTION ITEM: SM to provide EC (by 14 Dec) their plan for completing the fob audit by January 2024. (29/11/2023) OPEN

<u>Projector Housing Unit</u>

The Committee noted the following updates from Vantage.

22/11/2023: Update from SM - We are still waiting for a 2nd quote
29/11/2023: SM emailed additional quote to EC.

The Committee noted its concern that the quote provided was caveated on the basis that there was no guarantee that the proposed fix would actually work. Subsequently it was agreed that further consideration would be given to this matter at a later point in time, noting that this was a lower priority issue, and previous inquiries indicated there was a low interest from B Block residents to use the projector.

Decision: EC quoted not to proceed with either quote. EC to give further consideration on the use of the space at a later date. ACTION CLOSED.

<u>Pigeon Infestation</u>

The Committee noted the following updates from Vantage.

22/11/2023: SM emailed quotes to EC.
29/11/2023: SM emailed additional quote to EC.

The Committee discussed the quotes.

Decision: EC agreed to proceed with the RENTOKIL quote (Treatment area SHOPHOUSE aircon units) total cost $2,310.18, to be funded from the Apartment Building Supplementary Fund

ACTION ITEM: SM to arrange for the work order and provide EC with progress reports. (29/11/2023) OPEN

Roller Door Update

The Committee noted the following update from Vantage

22/11/2023: Update from SM - we are waiting for Kone to determine the life span of the current motor to see if it is fit for purpose.

The Committee noted that there was no update from Vantage on this matter.

ACTION ITEM: SM to review and report on costs and management of shared roller door to be completed and provided by 15 Dec 2023. OPEN

Shophouse waste room roller door

The Committee noted the following update from Vantage.

22/11/2023: Update from SM - Awaiting part which is expected to arrive next week OPEN
29/11/2023: Work completed. CLOSED

The Committee discussed that it seemed that members of other blocks still had access to the B Block waste rooms.

ACTION ITEM: SM/BM to remove access for members of others blocks not members of the UP4632 to the Block B waste rooms by 15 Dec 2023. (29/11/2023) OPEN

Fire Extinguishers

The Committee noted the following update from Vantage.

29/11/2023: Update from SM via email: The CTS Strata Manager will talk with the CTS about the cost of the fire extinguishers in the visitor car park. A second cost assessment has not yet been received for the remainder of the extinguishers.

ACTION ITEM: EC agreed to proceed with the replacement of B Block fire extinguishers to be funded by the *from the Apartment Building Supplementary Fund* . SM to arrange for the work to commence, provide the EC progress report including date work is due to commence and completion date. (29/11/2023) OPEN

Height Safety System quotes.

The Committee noted the following updates from Vantage.

22/11/2023: Update from SM - A second quote has been sourced and will be sent separately. OPEN

The Committee discussed that access to roof was deemed not required at initial build, however roof access had been required on a regular basis for maintenance and break/fix (such as roof hail damage, and a recent water leak still to be fixed).

ACTION ITEM: The EC require VANTAGE to investigate what is needed and why it is needed now, why it was not required when the building was established. The advice is to also address what is the risk of not processing with works, what is the financial implication of proceeding with the works is, in terms of the Owners Corporation verses the potential developer reimbursement component, what additional if any insurance considerations exist, and whether there are any alternatives available. (29/11/2023) OPEN

Discussion on managing business between B block and CTS.

ACTION ITEM: Block B SM to liaise with CTS SM to ensure Block EC meetings are held at least a week before scheduled CTS EC meetings, to give sufficient time to prepare and review for the meeting. OPEN

Building Manager Report

The Committee noted that there had been a range of concerns raised about a commercial property over a period of time. It was agreed that it would be helpful to obtain a clearer picture of these matters.

ACTION ITEM: SM to collate all concerns raised over the last 12 months concerning the commercial property and any communications directed at rectifying the issues with the owner and / or tenant, and provide this information to the EC by 15 Dec 2023. (29/11/2023) OPEN

Electricity

The EC indicated its concern that it has received conflicting information from SM of Block B and the SM of CTS in relation to the status of the potential electricity invoicing issues. Which has potential impact of Block B paying for CTS electricity, rather than a shared cost with CTS.

CS . B f B B SB B B B B B B B B B B received and provide to the EC for consideration. To continue to engage with Origin to understand where Kingsborough electricity is being billed (29/1/2023) OPEN

It has been noted that EV vehicles have been parking in the EV parking spaces and using the nearby powerpoints to charge their vehicles overnight, effectively using common electricity to charge their vehicles (free to them, but a cost to the Owners Corporation). At this stage unsure if these are owner/residents cars or general public.

ACTION ITEM: EC requests the SM/BM to investigate the issue and options to be able to lock these power points and provide access as a need to basis to contractors/owners/residents (not for EV charging). (29/11/2023) OPEN

Financial reports:

The Committee noted the following update from Vantage.

22/11/2023: SM emailed EC the Financial report for the period of 01/07/2023 to 22/11/2023.

The Committee discussed the impact of not receiving the monthly financial reports as required in advance of scheduled meetings, how they are presented, and confusion between the general Administration Fund and the Supplementary Apartment Administration Fund

ACTION ITEM: EC request Vantage provide the EC Chairperson and Treasurer access to Vantage Financial system for approval of invoices. End of Month Financial reports to be separated to include the two different Administration funds and send to the EC a week prior to scheduled monthly EC meeting.(29/11/2023) OPEN

ACTION ITEM: SM to provide EC an update on actions taken by Vantage Strata in respect of units with financial arrears 120 days by 15 Dec 2023. (29/11/2023) OPEN

6. **For Discussion:**

Smartsheets new portal update from Vantage not discussed as Vantage not present at meeting.

Owner/ complaints/concerns/issues The Committee queried how resident/owner complaints and issues that are sent to the SM are dealt with, and communicated to the EC. The Committee raised a concern that the reduction in service experienced by the Committee may also be impacting residents.

ACTION ITEM: Vantage to develop a register to track owner/resident concerns, issues and/or complaints, actions taken and outcomes. The register is to be provided to the EC via email on a fortnightly basis commencing 15 Dec 2023. (29/11/2023) OPEN

Parking in the laneway it has been noted there are some residents/business owners parking their vehicles in the laneway (between the Shophouse building and Terraces) for extended periods of time and blocking access to garages.

The EC noted that previous EC had rejected the idea of B Bno parking Bsigns. However owners and residents are reminded that no parking is permitting in the lane-way as stated in the By-laws - *Vehicles should not be parked in a manner which may cause an obstruction to others*. *This includes not blocking or parking in other residents car parking space (except with express consent) or parking on the concrete access driveway or on landscaped areas*

Sinking Fund - AGM2023: It was resolved that the Owners Corporation authorise the Managing Agent to obtain an updated Sinking Fund Plan from QIA Group Pty Ltd in the amount of $952.00 (incl. GST) which is to be presented to owners for their consideration and adoption at the next General Meeting of the Owners Corporation. *not discussed as Vantage not present at meeting.*

Maintenance Plan -- AGM2023: It was resolved that the Owners Corporation adopt the maintenance plan, a copy of which is in the BuildingLink library. The Committee queried whether the maintenance plan been incorporated into the Building Managers schedule, and source of funds determined for each of the body of work. *not discussed as Vantage not present at meeting.*

7. **Pet Applications:**

NIL

8. **Erections and Alterations (Applications)**

Unit 304/9 The Causeway has requested confirmation from the EC that their front door is not B B Bv Bg for the installation of a deadlock.

ACTION ITEM: SM to provide confirmation to owner of 304/09 The Causeway, if their front B B Bq Bb B B , based on the Warehouse plans, by 15 Dec 2023. (29/11/2023) OPEN

9. **Next Meeting (date):**

To be decided, and agreed upon, during the meeting. date to be confirmed.

10. **Meeting Closure:**

Meeting closed at 6.48pm

VANTAGE STRATA
BUILDING TRUST

MINUTES OF THE
EXECUTIVE COMMITTEE MEETING
OF UNITS PLAN NO 4632

Venue:	Vantage Strata
Date:	Thursday 18 January 2024
Time:	05:30PM
Present:	Anshu De Silva Wijeyeratne (Lot 27)
	Kieran Nicholson (Lot 55)
	Ahmed Qureshi (Lot 72)
	Matt McKeon (Lot 89)
	Maria Bentley (Lot 96)
Apologies:	Nil
Attendance:	Abby Vincent (Team Leader & Senior Strata Manager, Vantage Strata)
	Keena Naboya (Trainee Strata Manager, Vantage Strata)
	Vanessa Dix (Strata Manager, Vantage Strata)

MEETING FORMALITIES

1. **Attendance and acceptance of apologies.**

   The meeting opened at 5:36pm, Ahmed Qureshi (Lot 72) was appointed as the Chairperson for the meeting.

2. **Conflict Of Interest (review agenda and declare any conflict of interest).**

   Nil

3. **Previous Minutes (adoption)**

   It was agreed that the Minutes from the EC Meeting held on Wednesday 29 November 2023 were a true and accurate reflection of the meeting.

AGENDA

4. Reports:

a. **Chair Report**

The Chair opened the meeting acknowledging the emails and communication provided by Abby Vincent for the Strata Manager Improvement plan.

Abby provided the EC with 2 documents for consideration. A maintenance plan and a KPI report for the Strata Manager.

Both the EC and Vantage Strata agreed that a meeting will be held in February and April with Abby Vincent and the EC to discuss the commitments made including the following:

Service Quality Ensuring that minutes are sent to the EC for amendment and approval within 5 business days (to enable publication of minutes within legislative timeframes to occur), accuracy of minutes, key decisions and action items.

Delivery of key documents Ensuring that the monthly financials and the Building Managers report is sent out by the 15th of each month to all EC Members. Ideally the EC Meeting will be held on the 3rd Thursday of every month to give ample opportunity for these reports to be received and reviewed by the EC.

Weekly Update It was agreed that the Strata Manager will provide the EC with a weekly update on a Friday. This will include where things are up to with action items, what concerns residents have and how these have been actioned, any Financial updates and anything else that will impact the EC.

High Quality EC Agenda It was agreed that the current agenda is not up to standard. Vantage Strata and the EC agreed that the agenda will include the following:

Financial Information
Insurance
Reports & Outstanding Action Items
Projects
New Business
Applications/Out of session decisions
Items completed/Closed Out
Vantage Command Centre

The meeting discussed use of the BuildingLink portal. The EC noted that while BuildingLink is Vantage s approved and preferred channel for requests, that many owners will prefer to use email and therefore it was important that these requests were triaged and managed effectively.

The EC considered the merits of, and options for, establishing a direct means for owners to reach out to the EC. It was noted that matters should typically be raised and addressed through Vantage Strata but having a fallback mechanism could be beneficial. Further consideration to be given to what this would look like.

b. **Treasurer Report**
Overall UP 4632 Kingsborough B is in a sound financial position and is tracking along where it should be with the agreed budget. The Treasurer advised that he had not yet seen the Insurance premium which is due next month. The Strata Manager advised that it is not uncommon to not receive this until 3 weeks prior to renewal. It was noted that funds are available to cover the cost of the premium when it is received.

The Treasurer also reiterated concerns with the monthly financial report. The report does not accurately reflect the split between the main and supplementary funds. The Strata Manager has advised that the Financial Team are addressing this and the reports will be resent once received.

The meeting discussed strata fees in arrears. Vantage Strata provided the EC with an overview of the recovery processes that have been deployed.

ACTION: Vantage Strata to ensure that the reports are resent to the EC with the correct information.

C. Secretary Report   No report this month

5. **Open Action items:**
Unit 306/9 Broken Window

18/01/2024: Update from SM - The Strata Manager advised the EC that both the Building Manager and herself had reached out to the owner to gain access to the apartment to replace the glass. The Owner is not responding to phone calls or emails.

ACTION ITEM: Vantage Strata to write to the owner and advise that they have 7 days to allow access to the apartment for the replacement of the window. (18 Jan 2024) OPEN

Lockboxes

It has been determined that there are a number of unapproved lockboxes across Shophouse and Warehouse. The EC have requested to know the dates when notices were sent asking residents remove the lockboxes.

ACTION ITEM: Vantage Strata will send the EC a list of approved and unapproved lockboxes, as well as details of when approvals for the former were provided, and dates letters were sent to owners of properties with unapproved lockboxes. The Strata Manager will write to those residents with unapproved lockboxes and advise that they have 14 days to remove the lockbox

VANTAGE STRATA
BUILDING TRUST

or seek approval from the Executive Committee. The Building Manager and Strata Manager will then work together to remove any unapproved lockboxes that have not been removed after 14 days. The contents and the lockboxes will be kept in a secure location for collection. (18 Jan 2024) OPEN

CCTV Cameras

18 Jan 2024 Update: Vantage Strata advised the EC that the infrastructure for the additional CCTV cameras has been installed. The Strata Manager has sent the CTS EC an alterations and erections form to install 2 additional cameras on B block common property. It was suggested that one will be installed in the driveway shared by B, D and E block and one will be installed in the bin room. Once the CTS EC have approved this request quotes will be sourced for the cameras for EC approval.

ACTION ITEM: Vantage to obtain a quote for the cost of the additional cameras and pass onto the EC for consideration. Vantage to obtain permission from the CTS EC to install the cameras. Quotes for the shared cameras to be sent to both Block E & D for approval of shared costs (18 Jan 2024) OPEN

Fob Audit Update

18 Jan 2024 Update: It was determined that the previous Building Manager had the capability to complete a fob audit onsite. The EC have asked Vantage Strata to contact Smart Design and see if this capability can be arranged for the current Building Manager. In the interim it was agreed that Vantage Strata will start the process of the fob audit by asking residents for details of fobs and remotes that they currently have.

ACTION ITEM: Vantage Strata will contact Smart Design for a higher level of access to the FOB system. Vantage to begin the fob audit process, email owners/residents requesting they provide Vantage the fob and remote details they hold. (18 Jan 2024) OPEN

Pigeon Infestation

Decision: EC agreed to proceed with the RENTOKIL quote (Treatment area SHOPHOUSE aircon units) total cost $2,310.18, to be funded from the Apartment Building Supplementary Fund

18 Jan 2024 update: In order for the pigeon removal and proofing to go ahead the Height Safety System must be certified in Shophouse and installed in Warehouse. The Strata Manager has provided the EC with quotes to upgrade the Height Safety System in the Shophouse and install the Height Safety System in Warehouse. It has been determined that anchor points may have been installed on the original roof of Warehouse before the 2020 Hailstorms, Vantage Strata will reach out to CHU to see how many anchor points were on the roof and why these were not replaced with the new roof. Further details will be provided to the EC on what upgrades and works that need to be completed to Shophouse before approving this quote.

ACTION ITEM: Vantage Strata to find out if Warehouse had anchor points before the hail

storm. Vantage Strata will also provide the EC with further details on the modifications needed to shophouse. (18 Jan 2024) OPEN

Roller Door Update

18 Jan 2024 Update: Kone have advised that the roller door shared by B block, D block and E block needs to be replaced. Vantage Strata have shared the quote with the EC for consideration. Vantage Strata have asked Kone to determine if the door was fit for purpose and there is a alternative product that will last longer, however no response has been received.

Vantage Strata have confirmed that they have reached out to a different provider to obtain a quote for the roller door and also the ongoing maintenance of all roller doors in the complex. This quote will be sent to the EC for consideration once it is received.
ACTION ITEM: Vantage Strata to send alternative quotes for the EC for consideration once received. (18 Jan 2024) OPEN

Shophouse waste room
The EC have advised that other blocks have been using the B Block waste rooms. It was agreed that Vantage Strata will contact the Strata Manager of the blocks using the waste room and ask them to find an alternative solution. All EC Members were happy to provide A Block a reasonable amount of time to stop using B Block waste room before access will be removed.

ACTION ITEM: Vantage Strata will contact the Strata Manager of A Block and give reasonable time for residents to cease using the bin room and find an alternative solution. (18 Jan 2024) OPEN

Fire Extinguishers
ACTION ITEM: Vantage to obtain 2 quotes for the replacement extinguishers on B-Block common property. The Strata Manager to pass on to the CTS SM the requirements for the replacements for the CTS common property for them to manage. SM to inform EC of quote request date, and send through the quotes to the EC when received for approval. (26/10/2023) OPEN

11/01/24 The Strata Manager has confirmed that a work order has been sent to ONBFS to replace the fire extinguishers.

Height Safety System quotes.

11 Jan 2024 Update: SM - Due to the height of the building for both Warehouse and Shophouse both roofs require a Height Safety System for anyone to be able to safely access the roof. When the building was first built the builder did not install the Height Safety System however funds were set aside for each block to get this installed. If the works are not completed trades will not be able to get onto either roof to service the solar panels, to check for any leaks, to check the condition of the roof for ongoing maintenance or to complete window cleaning. If a tradesperson is given authorisation from the EC to enter the roof without a Height Safety Certification and they fall off or injure themselves the Owners Corporation would be responsible.

ACTION ITEM: Vantage to confirm with the developer the amount of the funds put aside to contribute to costs of the Height Safety rectification works. (18 Jan 2024) OPEN

Building Manager Report

The Committee noted that there had been a range of concerns raised about a commercial property over a period of time. It was agreed that it would be helpful to obtain a clearer picture of these matters.

ACTION ITEM: SM to collate all concerns raised over the last 12 months concerning the commercial property and any communications directed at rectifying the issues with the owner and / or tenant, and provide this information to the EC by 15 Dec 2023. (29/11/2023) OPEN

18 Jan 2024 no update

Parking in the laneway

11/01/24 update: The BM has advised that he has been putting notices on cars that have been parking between Shophouse and the Terraces. The SM is happy to send a notice to all residents not to park there if approved by the EC.

Vantage Command Centre Training

11/01/24 update: The SM will liaise with the EC to book in a time to complete the Vantage Command Centre training.

6. **Items Raised Since Last Meeting**

Irrigation leak A resident contacted Vantage Strata after hours service at 1:30am to advise that a pipe had burst in the garden bed near the commercial residences. Luke from All Seasons has fixed this and Peter will be able to confirm if the fix has worked on Friday 19 January 2024.

Faulty Exit Button The Exit button outside Capcorp has stopped working. Smart Design have attended site and ensured this has been fixed. As this was a security issue and Capcorp employees could not get out a decision was made to fix this quickly.

Basement clean Vantage Strata have noticed that residents have rubbish on top of storage cages in the basement car park. This is a safety concern in the event that there is a fire in the basement.

ACTION Item: Vantage Strata will write to residents who have items stored above storage cages and give them 14 days to remove these items. (18 Jan 2024) OPEN

VANTAGE STRATA
BUILDING & TRUST

Basement Fan The fan in the basement is running continuously. Pacific FM investigated why this is happening and discovered that it was to do with the FIP. O B B/ Bv B B completed there monthly maintenance and believes the FIP has a faulty relay which is why the fan is not turni B B B a BB B B B B B B B B B/ Bv B B for consideration.

ACTION ITEM: Vantage Strata to obtain a 2 quotes for the repair works. (18 Jan 2024) OPEN

209/9 The Causeway This unit has experienced an ongoing leak since 2021 each time it rains. A request has been sent to Jega to see if this is a defect to be rectified.

7. **Pet Applications:**
NIL

8. **Erections and Alterations (Applications)**
NIL

9. **CTS Liquor Licence**
The incoming tenant for a commercial property in B Block contacted the Executive Committee in relation to their application for a liquor licence. The application received complaints relating to three areas:

Access to, and use of toilets, including cleaning
Hours of operation, specifically noise after 10pm
B B B BB B B B B urtyard between the Warehouse and Shophouse buildings

The EC discussed the need to work through issues relating to insurance, impact on other current or future businesses operating in the courtyard, ability for the business to enforce its obligations under the liquor licence (including relating to the RSA) and cost allocations for maintenance and cleaning. It also reflected on the positive amenity provided by having such an establishment within the complex.

Abby Vincent from Vantage has suggested a sub lease of the space may work by using a deed of agreement between the venue holder, the B block EC and CTS EC.

ACTION ITEM: Vantage Strata will look into this matter further and see what the best solution is for an establishment to use the outdoor seating. (18 Jan 2024) OPEN

10. **Next Meeting (date):**
The next EC Meeting will be held on Thursday 22 February 2024 at 5:30pm at Vantage Strata (Level 4, 23 Challis St, Dickson)

11. **Meeting Closure:**
With nor further business the EC Meeting closed at **7:55pm.**

Open Action Items:

1. **Unit 306/9 Broken Window**

It has been reported that a window is broken in Unit 306/9 and is a safety concern should the glass fall out of the frame.

22/11/2023: Update from SM *- The glazier has been unable to contact the owner of Unit 306 to gain access to find out what the cause of the glass breakage is. We will continue to try.*
29/11/203: Update from SM via email: *We have spoken to the owner of this unit in relation to the broken window as recently as yesterday. Unfortunately, he has not responded to the*
B B B B B B B B

ACTION ITEM: SM to provide EC a report via email outlining what measures they have taken to communicate with the owner to include dates, methods and outcomes, by 14 December 2023. (29/10/2023)

18/01/2024: Update from SM - The Strata Manager advised the EC that both the Building Manager and herself had reached out to the owner to gain access to the apartment to replace the glass. The Owner is not responding to phone calls or emails.

ACTION ITEM: Vantage Strata to write to the owner and advise that they have 7 days to allow access to the apartment for the replacement of the window. (18 Jan 2024) OPEN

Lockboxes
It has been determined that there are a number of unapproved lockboxes across Shophouse and Warehouse. The EC have requested to know the dates when notices were sent asking residents remove the lockboxes.

29/11/2023: Update from SM via email: There are 3 premised with lock boxes that have not been approved by the EC (details of location and unit numbers provided). Working with the Building Manager to locate list of approved lockboxes.

Committee members were concerned that action had not progressed on this issue beyond the identification of lockboxes which had not been approved, having regard to instructions previously provided, at its 26 October 2023 meeting, for handling of lockboxes without approval.

ACTION ITEM: Vantage to contact owners who have installed lockboxes without permission to direct owners they must either submit an Alteration Form within 14 days of receiving the notice or remove the boxes and make good, if boxes are not removed within the required timeframe the BM has authority to remove the boxes with owners to be invoiced for the costs. Vantage to provide the EC a progress on actions taken.(29/11/2023) OPEN

ACTION ITEM: SM and BM to provide the EC with the register of approved alterations by 14 December 2023. OPEN

ACTION ITEM: Vantage Strata will send the EC a list of approved and unapproved lockboxes, as well as details of when approvals for the former were provided, and dates letters were sent to owners of properties with unapproved lockboxes. The Strata Manager will write to those residents with unapproved lockboxes and advise that they have 14 days to remove the lockbox or seek approval from the Executive Committee. The Building Manager and Strata Manager will then work together to remove any unapproved lockboxes that have not been removed after 14 days. The contents and the lockboxes will be kept in a secure location for collection. (18 Jan 2024) OPEN

CCTV Cameras

29/11/2023: Update from SM via email: *No further updates on when the new server will be installed. The CTS Strata Manager has been advised that you have approved the installation.*
29/11/2023: Update from SM via email*: Quotes for the additional camera will be sourced once we have an installation date of the server. It is best not to get this early incase the cost may change.*

ACTION ITEM: Vantage to request 2 quotes for cameras to be installed in each of Block B waste rooms, and entry of the carpark. Vantage to confirm the proposed camera for the carpark B B B B B B B B BbB BBS (26/10/2023) OPEN

ACTION ITEM: SM to provide EC with a timeframe for the installation of the server by 14 Dec 2023. SM to provide EC a progress report on discussions with Blocks D & E S B B B B B B B B Bb B E(29/10/2023) OPEN

18 Jan 2024 Update: Vantage Strata advised the EC that the infrastructure for the additional CCTV cameras has been installed. The Strata Manager has sent the CTS EC an alterations and erections form to install 2 additional cameras on B block common property. It was suggested that one will be installed in the driveway shared by B, D and E block and one will be installed in the bin room. Once the CTS EC have approved this request quotes will be sourced for the cameras for EC approval.

ACTION ITEM: Vantage to obtain a quote for the cost of the additional cameras and pass onto the EC for consideration. Vantage to obtain permission from the CTS EC to install the cameras. Quotes for the shared cameras to be sent to both Block E & D for approval of shared costs (18 Jan 2024) OPEN

Fob Audit Update

ACTION ITEM: SM to provide EC (by 14 Dec) their plan for completing the fob audit by January 2024. (29/11/2023) OPEN

18 Jan 2024 Update: It was determined that the previous Building Manager had the capability to complete a fob audit onsite. The EC have asked Vantage Strata to contact Smart Design and see if this capability can be arranged for the current Building Manager. In the interim it was agreed that Vantage Strata will start the process of the fob audit by asking residents for details of fobs and remotes that they currently have.

ACTON ITEM: Vantage Strata will contact Smart Design for a higher level of access to the FOB system. Vantage to begin the fob audit process, email owners/residents requesting they provide Vantage the fob and remote details they hold. (18 Jan 2024) OPEN

Pigeon Infestation

Decision: EC agreed to proceed with the RENTOKIL quote (Treatment area SHOPHOUSE aircon units) total cost $2,310.18, to be funded from the Apartment Building Supplementary Fund

ACTION ITEM: SM to arrange for the work order and provide EC with progress reports. (29/11/2023) OPEN

18 Jan 2024 update: In order for the pigeon removal and proofing to go ahead the Height Safety System must be certified in Shophouse and installed in Warehouse. The Strata Manager has provided the EC with quotes to upgrade the Height Safety System in the Shophouse and install the Height Safety System in Warehouse. It has been determined that anchor points may have been installed on the original roof of Warehouse before the 2020 Hailstorms, Vantage Strata will reach out to CHU to see how many anchor points were on the roof and why these were not replaced with the new roof. Further details will be provided to the EC on what upgrades and works that need to be completed to Shophouse before approving this quote.
ACTION ITEM: Vantage Strata to find out if Warehouse had anchor points before the hail storm. Vantage Strata will also provide the EC with further details on the modifications needed to shophouse. (18 Jan 2024) OPEN

Roller Door Update

22/11/2023: Update from SM *- we are waiting for Kone to determine the life span of the current motor to see if it is fit for purpose.*

ACTION ITEM: SM to review and report on costs and management of shared roller door to be completed and provided by 15 Dec 2023. OPEN

18 Jan 2024 Update: Kone have advised that the roller door shared by B block, D block and E block needs to be replaced. Vantage Strata have shared the quote with the EC for consideration. Vantage Strata have asked Kone to determine if the door was fit for purpose and there is a better product that will last longer however no response has been received.

Vantage Strata have confirmed that they have reached out to a different provider to obtain a quote for the roller door and also the ongoing maintenance of all roller doors in the complex. This quote will be sent to the EC for consideration once it is received.
ACTION ITEM: Vantage Strata to send alternative quotes for the EC for consideration once received. (18 Jan 2024) OPEN

Shophouse waste room
The EC have advised that other blocks have been using the Shophouse waste room. It was agreed that Vantage Strata will contact the Strata Manager of the blocks using the waste room and ask them to find an alternative solution. All EC Members were happy to give A block a reasonable amount of time to stop using B block waste room before access will be removed.

ACTION ITEM: Vantage Strata will contact the Strata Manager of A Block and give reasonable time for residents to cease using the bin room and find an alternative solution. (18 Jan 2024) OPEN

Fire Extinguishers
ACTION ITEM: Vantage to obtain 2 quotes for the replacement extinguishers on B-Block common property. The Strata Manager to pass on to the CTS SM the requirements for the replacements for the CTS common property for them to manage. SM to inform EC of quote request date, and send through the quotes to the EC when received for approval. (26/10/2023) OPEN

11/01/24 The Strata Manager has confirmed that a work order has been sent to ONBFS to replace the fire extinguishers.

11 Jan 2024 update: The Strata Manager has confirmed that a work order has been sent to ONBFS to replace the fire extinguishers.

Height Safety System quotes.

22/11/2023: Update from *SM - A second quote has been sourced and will be sent separately.*

The Committee discussed that access to roof was deemed not required at initial build, however roof access had been required on a regular basis for maintenance and break/fix (such as roof hail damage, and a recent water leak still to be fixed).
ACTION ITEM: **The EC require VANTAGE to investigate what is needed and why it is needed now, why it was not required when the building was established. The advice is to also address what is the risk of not processing with works, what is the financial implication of proceeding with the works is, in terms of the Owners Corporation verses the potential developer reimbursement component, what additional if any insurance considerations exist, and whether there are any alternatives available. (29/11/2023)** OPEN

11 Jan 2024 Update: SM - Due to the height of the building for both Warehouse and Shophouse both roofs require a Height Safety System for anyone to be able to safely access the roof. When the building was first built the builder did not install the Height Safety System however funds were set aside for each block to get this installed. If the works are not completed trades will not be able to get onto either roof to service the solar panels, to check for any leaks, to check the condition of the roof for ongoing maintenance or to complete window cleaning. If a tradesperson is given authorisation from the EC to enter the roof without a Height Safety Certification and they fall off or injure themselves the Owners Corporation would be responsible.

ACTION ITEM: Vantage to confirm with the developer the amount of the funds put aside to contribute to costs of the Height Safety rectification works. (18 Jan 2024) OPEN

Building Manager Report

The Committee noted that there had been a range of concerns raised about a commercial property over a period of time. It was agreed that it would be helpful to obtain a clearer picture of these matters.

ACTION ITEM: SM to collate all concerns raised over the last 12 months concerning the commercial property and any communications directed at rectifying the issues with the owner and / or tenant, and provide this information to the EC by 15 Dec 2023. (29/11/2023) OPEN

18 Jan 2024 no update

Parking in the laneway

11/01/24 update: The BM has advised that he has been putting notices on cars that have been parking between Shophouse and the Terraces. The SM is happy to send a notice to all residents not to park there if approved by the EC.

Vantage Command Centre Training

11/01/24 update: The SM will liaise with the EC to book in a time to complete the Vantage Command Centre training.

VANTAGE STRATA
BUILDING A TRUST

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
	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.*

It was noted that minutes must go through the relevant approval process via the EC prior to handout.

AGENDA

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.

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 agreed that a more traditional style safety sign would be more effective.

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 Transport Canberra & City Services (TCCS) parking signage to be approved by the committee before proceeding.

d) Signage Quote for CTS Areas

It was discussed that the wording 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.

As far as possible signage should agree with TCCS standard signage for familiarity

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.

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 not previously completed, 2 quote requests remain outstanding. 2 additional quotes have been requested as per the EC's request.

This quote should include for the replacement of all missing/dead plantings on all street frontages broken down by plants for each street.

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 no deposit has been paid or requested from the company at this stage.

g) Block D Playground

Discussion was had around the playground and its use by all blocks. It was agreed that each block would obtain approval from their ECs for approval of the proposed breakdown off costs for each Block's contribution as shown in the attached budget summary. It was noted that the insurance costs for the playground would be included in the CT budget at no extra premium.

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

Vantage to chase up Smart Design re access to the system by the Building Manager to adjust the system as required.

Vantage to chase up Smart Design for a Maintenance Plan and a quote/contract for the system's hardware and software maintenance.

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 and 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.

j) Channel Drain Noise Dampeners

Following the ECs request, it was noted that MG Maintenance had been contacted to seek further information for the EC to consider their quote. Concurring, Vantage Strata is sourcing a secondary 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.

k) Insulation in Lower Ground CTS Car Park

MG Maintenance have been followed up for the information requested regarding the additional supports for insulation in the lower ground car park. 2 additional quote have been requested with recommendations being sought from JEGA for the original contractor.

M Knaus has requested for pictures to be presented to EC to better understand the nature of the rectification works involved.

M Mckeon noted that the agenda and supporting documents 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.

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

It was discussed 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.

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.

n) *Asset Register and Sinking Fund Report*

Following discussions, it was confirmed that VS will speak with QIA Group Consultant to discuss further the requirement of needing an asset register when undertaking the Sinking Fund Report.

5. Items Raised Previously

A Qureshi enquired about the status for the registration of CTS Rules and whether it can be circulated.

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.

A Qureshi enquired about new quote for the line marking.

The quotes for the line marking were followed up after the meeting and has been requested that the EC review the current quotes and then the agreed quote will be updated to avoid the contractor updating a quote that will not proceed.

M Miko has 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.

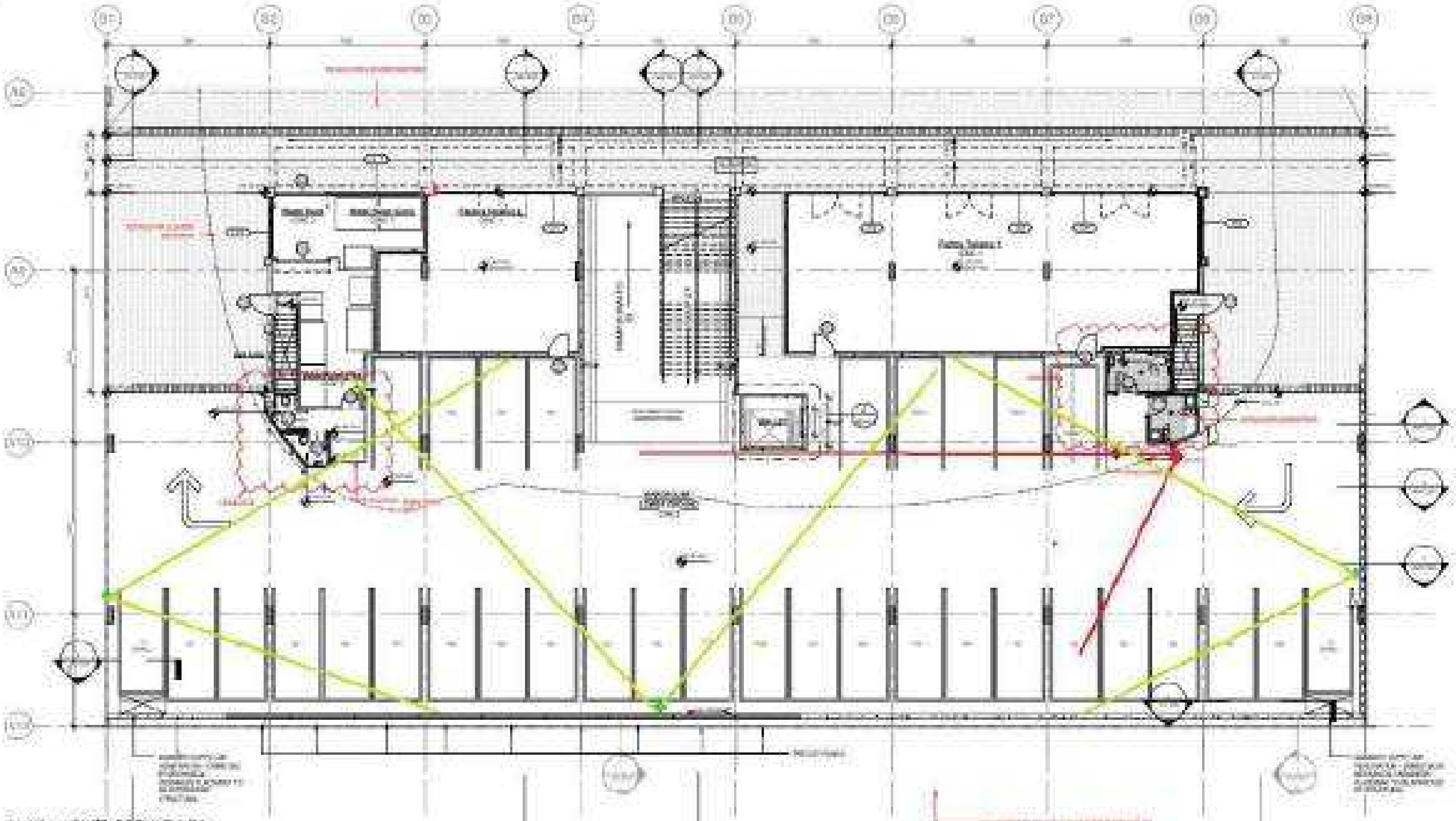
A Qureshi raised that an application from commercial tenant who wants to apply for the liquor license has been received and needs to be discussed at a CTS level. It was confirmed that the insurance broker has been contacted to understand the implications of the request and will be provided to the EC for consideration along with a proposed course of action on this matter.

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.



2 WH - LOWER GROUND - GA


THE CAUSEWAY
DAWES STREET
Lower Ground Carpark

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

MINUTES OF THE EXECUTIVE COMMITTEE MEETING

OF UNITS PLAN NO 4632

10 PARBERY STREET & 9 THE CAUSEWAY, KINGSTON ACT 2604

Venue & & & & & &

Date & &

Time

Present: & & & &
& &
& &
& &
& &

Apologies: **Nill**

Attendance: & & & & & & & &
& & & &
& & & & &

1. ATTENDANCE AND ACCEPTANCE OF APOLOGIES

& & & & & & & & & & & & &
& & & & & &

2. QUORUM

Motion 3 Ordinary Resolution:

& &**resolved**& & & & & & & & & & &
& & & & &

3. CONFLICT OF INTEREST

& & & & & & & & & & & &
& & & &

& &**resolved**& & & & & & &

4. PREVIOUS MINUTES

Motion 5 Ordinary Resolution:

*It was **resolved** that the Executive Committee confirm and adopt the minutes of the previous EC meeting, held Thursday 18 January 2024.*

Carried

5. FINANCIAL INFORMATION

15 February 2024

6

6

& & & & & & & & & & && & & &
&& & && & & & & & & & & & &
& & & & & & & & & & & & &
& & & & & & & & & & &
& & & & & & & & & & &

6 & & &

& & & & & & & & & & & & & & & & & &
& & & & & & & & & & & & & & & & &
& & &

6. INSURANCE

a) *Insurance Renewal*

& & & & & & & & & & & & & & &&
& & & & & & & & & & & & & & &
& & & & &

Action: The Strata Manager will arrange for an Insurance Valuation.

b) *Claims* & & & & &
& & & & & & & & & & &

7. REPORTS

Chairperson –

& & & & & & & & & & &
& & & && & & & & & & & &
& & & & & & & & & & & & & & &
& & & & & & & & & & & &&
& & & & & & & & & & & & & & & & &
&& & & & && & & & & & & & &
& & & & & & & & & & & & & & & &
& & & & & & & & & & & & & &
& & & & & & & & & & &
& & & & & &

& & & & & & & & & & & & & & &
& & & & & & & & & & & & & &
& & & & & & & & & & & & &
&

8. MATTERS OUTSTANDING FROM PREVIOUS MEETING

a) U306/9 Broken Window

& & & & & & & & & & & & & & &
& & & & & & & & & & & & &
& & & & & & & & & & & & & & & & & &
& & & & & & & & & & & & &
& & & & & & & & & & & & & & & &
& & & & & & & & & & & & & &
& & & & & & & & &

Action Item: The Strata Manager will advise the owner that they have 7 days to allow access. Vantage Strata will then arrange access via Section 28(3) of the UTMA.

b) CCTV Cameras

& & & & & & & & & & & & & & & &
& & & & & & & & & & & & & & &
& & & & & & & & & & & & & & &
& & & & & & & & & & & & & &
& & & & & & & & & & & & &

ACTION: The Strata Manager will work with the CTS Strata Manager and Smartdesign to ensure that the quote is correct and request a breakdown of the costs. This will then be presented to Block B EC for approval.

c) Fob Audit

& & & & & & & & & & & &
& & & & & & & & & & & & & &
& & & & & & & & & & & & & & & &
& & & & & & & & & & & & &
& & & & & & & & & & & & & & &
& & & & & & & & & & & & & &
& & & & & & & & & & & & & &
& &

ACTION: The Strata Manager will provide a draft letter to the EC for approval, before distribution to all owners for the Fob Audit.

d) Pigeon Infestation

ACTION: The Strata Manager will obtain an up to date quote for the pigeon rectification works to Shophouse and present to the EC for consideration.

e) Roller Door Update

ACTION: The Strata Manager will send a work order for the repair of the roller door once approval is received from all blocks.

ACTION: The Strata Manager will provide details of the quote from Progressive Controls to the EC for the ongoing maintenance of the roller door.

ACTION: The Strata Manager will determine how much is owed to B block from D block and E block for the previous maintenance of the roller door.

f) Shophouse Waste Room

ACTION: The Strata Manager will arrange for access to be cut off from the Shophouse Waste Room in 4 weeks to all non B block residents.

g) Height Safety System

ACTION: The Strata Manager will contact Touchdown to see if they will honour the quotes from last year for the Height Safety System.

Vantage Strata will also request quotes for:

- **certification of the Height Safety System**
- **the pest spray**
- **Height Safety System for the terraces.**

h) Basement Clean

ACTION: The Strata Manager will arrange for a letter to be sent to all residents asking them to remove all items currently stored on common property in the basement. Signage to be put up as reminders to residents. Strata Manager to source quotes for line marking at fire exit points.

i) Basement Fan (HVAC System)

& & & & & & & & & & & & & & & & &
& & & & & & & & & & & & & & & &
& & & & & & & & & & & & & & & & & & & &
& & & & & & & & & & & & & & & &
& & & & & & & & & & & & & &
& &

ACTION: The Strata Manager will determine if both trades are needed to quote.

j) External Window Clean

& & & & & & & & & & & & & &
& & & & & & & & & & & &
& & &

ACTION: Vantage to request quotes for external window clean for EC approval.

k) Parking in Laneway

& & & & & & & & & & & &
& & & & & & & & & & & & & &
& & & & & & & & & & & & &

ACTION: The Strata Manager will provide the Building Manager with notices to put on the car when they fail to move on. It was agreed that this item can be closed and put back on the agenda if future incidents occur. CLOSED

l) Sinking Fund Plan and Maintenance Plan

& & & & & & & & & & & & & &
& & & & & & & & & & & & &

m) Fire Doors

& & & & & & & & & & & & & & &
& & & & & & & & & & & & &
& & & & & & & & & & & & & & & &
& & & & & & & & & & & & & & &
& & & & & & & & & & & &
& & & & & & & & & & & & & & & &
& & & & & & & & & & & & & & & &
& & & & &

ACTION: The Strata Manager will obtain a more detailed report from O'Neil and Brown Fire Services on the doors

n) Common Area Leaks

& & & & & & & & & & & & & & &
& & & & & & & & & & & & & & &
& & & & & & & & & & & & & & &
& & & & &

o) Solar Panel Cleaning

& & & & & & & & & & & & & &
& & & & & & & & & & & & & & & & &

& & & & & & & & & & & & & & &
& & & & & & & & & && &

Action: Quotes to be obtained for the solar panel cleaning and tap installation.

p) Damaged Fire Exit Light

& & & & & & & & & & & & & &
& & & & & & & & & & & & & & & & & &

Action: Onhold - to be addressed once pigeons have been removed.

q) Lockboxes

& & & & & & & & & & & & & &
& & & && & & & & & & & & &
& & & & & & & & & & & & & &
&& && & && & & & & & & & && & &
& & & & & && & & & & & & & &
& & & & & & & & & & &

ACTION: Vantage to contact owners who have installed lockboxes without permission to direct owners they must either submit an Alteration Form within 14 days of receiving the notice or remove the boxes and make good, if boxes are not removed within the required timeframe the BM has authority to remove the boxes with owners to be invoiced for the costs. Vantage to provide the EC a progress on actions taken.

r) Commercial Unit Grease Traps

& & & && & & & &&& & & &
& & && & & & & & & & & &
& & & & & && & & & & &
& & & &&&& & & & && & & & & & &
& && & & & & & & & & & & &

ACTION: Strata manager to report back to the EC on outcome of inquiries into responsibility for grease traps.

9. NEW BUSINESS

Use of Common Property electricity -&& & & & & & &
& & & && & &
& & & & & & && && & & & & &
& & && & & & & & & && & & &&
& & & & & & & & & & &

Action: Quotes for lock on common property power points to be obtained.

b) Cleaning contract due for renewal August 2024

& & & & & & & & & & & & &
& & & & & & & & & & & & & &
& & & & & & & & &&& & & & & & &
& & & && &

ACTION: Vantage to start tender process for the cleaning contract.

c) Review of proposed CTS By- laws

& & & & & & & & & & & & & & & & &
& & & & & & & & &

d) Review of proposed Block D playground split costs

& && & & & & & & & & && & & & &
& & & & & & & & & & & & & & & &
& & & & & & & & & & & & & &
& & & & & & & & & & && & & & &
& & &

ACTION: Vantage to draft a survey for B Block owners to vote if access to the playground is wanted/not wanted, outlining the ongoing costs of access to Block D playground, for EC approval.

e) Asbestos Mulch

& & & & & & & & && & & & & & &
& & & && & & & && & && &
& & && & && & & & & & & & & & &
& & & & & & & && &

ACTION; Advice to be provided to EC on outcome of inquiries to All Seasons.&

ACTION: Gardening quote to be obtained.

10. ITEMS COMPLETED/CLOSED OUT

6 & & & & & & & & & & & &
&

6 & & & & & & & & & & &
& & & & & & & & & & & & &
&

6 & && & & & & & & & & & &
& & & & & & &

6 & & && & && & & & & &
& & & & & & & & & &

6 & & && & & & & & & & & & & & &
&& & & & && & & & & & &
& & & & & & & & & &

6 && & & & & & && & & & &
& & & & & & & & & & & & & &
& & & &

6

11. NEXT MEETING

resolved

12. MEETING CLOSURE

7:45PM

13. OPEN ACTION ITEMS

<u>Open Action Items:</u>

Lockboxes

It has been determined that there are a number of unapproved lockboxes across Shophouse and Warehouse. The EC have requested to know the dates when notices were sent asking residents remove the lockboxes.

29/11/2023: Update from SM via email: There are 3 premised with lock boxes that have not been approved by the EC (details of location and unit numbers provided). Working with the Building Manager to locate list of approved lockboxes.

Committee members were concerned that action had not progressed on this issue beyond the identification of lockboxes which had not been approved, having regard to instructions previously provided, at its 26 October 2023 meeting, for handling of lockboxes without approval.

ACTION ITEM: Vantage to contact owners who have installed lockboxes without permission to direct owners they must either submit an Alteration Form within 14 days of receiving the notice or remove the boxes and make good, if boxes are not removed within the required timeframe the BM has authority to remove the boxes with owners to be invoiced for the costs. Vantage to provide the EC a progress on actions taken.(29/11/2023) OPEN

ACTION ITEM: SM and BM to provide the EC with the register of approved alterations by 14 December 2023. OPEN

ACTION ITEM: Vantage Strata will send the EC a list of approved and unapproved lockboxes, as well as details of when approvals for the former were provided, and dates letters were sent to owners of properties with unapproved lockboxes. The Strata Manager will write to those residents with unapproved lockboxes and advise that they have 14 days to remove the lockbox or seek approval from the Executive Committee. The Building Manager and Strata Manager will then work together to remove any

unapproved lockboxes that have not been removed after 14 days. The contents and the lockboxes will be kept in a secure location for collection. (18 Jan 2024) OPEN

09/02/2024: Update via weekly SM email *- I have been doing further investigation on this matter. Last year in May the owner of Parberry Property Real Estate sent a request for the lockboxes to be installed, at the time discussions were had at the EC Meetings to determine if it was on common property or owner property. It was deemed that one of the walls is common property. The Real Estate advised that they will not be removing the lockboxes and will take it as far as ACAT if need be. It was agreed that a discussion will need to be had with the EC and Parberry Property to come to an agreement. I will be catching up with Peter on Tuesday and will provide an update to residents who have unapproved lockboxes. We will send a separate email with the documentation that has been sent to those residents that have an unapproved lockbox. We will talk about Parberry Properties at the next meeting.*

ACTION ITEM: Vantage to contact owners who have installed lockboxes without permission to direct owners they must either submit an Alteration Form within 14 days of receiving the notice or remove the boxes and make good, if boxes are not removed within the required timeframe the BM has authority to remove the boxes with owners to be invoiced for the costs. Vantage to provide the EC a progress on actions taken.(22 Feb 2024) OPEN

CCTV Cameras

29/11/2023: Update from SM via email: *No further updates on when the new server will be installed. The CTS Strata Manager has been advised that you have approved the installation.*

29/11/2023: Update from SM via email*: Quotes for the additional camera will be sourced once we have an installation date of the server. It is best not to get this early incase the cost may change.*

ACTION ITEM: Vantage to request 2 quotes for cameras to be installed in each of Block B waste rooms, and entry of the carpark. Vantage to confirm the proposed camera for the carpark installation and shared costs has been communicated with blocks D & E EC's (26/10/2023) OPEN

ACTION ITEM: SM to provide EC with a timeframe for the installation of the server by 14 Dec 2023. SM to provide EC a progress report on discussions with Blocks D & E Committee's regarding the shared costs of cameras by 14 Dec 2023. (29/10/2023) OPEN

18 Jan 2024 Update: *Vantage Strata advised the EC that the infrastructure for the additional CCTV cameras has been installed. The Strata Manager has sent the CTS EC an alterations and erections form to install 2 additional cameras on B block common property. It was suggested that one will be installed in the driveway shared by B, D and E block and one will be installed in the bin room. Once the CTS EC have approved this request quotes will be sourced for the cameras for EC approval.*

ACTION ITEM: Vantage to obtain a quote for the cost of the additional cameras and pass onto the EC for consideration. Vantage to obtain permission from the CTS EC to install the cameras.

Quotes for the shared cameras to be sent to both Block E & D for approval of shared costs (18 Jan 2024) OPEN

09/02/2024: Update via weekly SM email: *We are currently waiting on a quote from Smart Design for the installation of the cameras. Once we have this we can talk with D block and E block to determine how the cost will be split. We have received the quote for this however the quote is incorrect, we are currently waiting for Smart Design to update this.*

15/02/2024: Update on EC agenda - *We have received a quote from Smart design for the cameras for the bin rooms. These can be seen in an attachment to this agenda.*

ACTION: The Strata Manager will work with the CTS Strata Manager and Smartdesign to ensure that the quote is correct and request a breakdown of the costs. This will then be presented to Block B EC for approval. (22 Feb 2024) OPEN

Fob Audit Update

ACTION ITEM: SM to provide EC (by 14 Dec) their plan for completing the fob audit by January 2024. (29/11/2023) OPEN

18 Jan 2024 Update: It was determined that the previous Building Manager had the capability to complete a fob audit onsite. The EC have asked Vantage Strata to contact Smart Design and see if this capability can be arranged for the current Building Manager. In the interim it was agreed that Vantage Strata will start the process of the fob audit by asking residents for details of fobs and remotes that they currently have.

ACTON ITEM: Vantage Strata will contact Smart Design for a higher level of access to the FOB system. Vantage to begin the fob audit process, email owners/residents requesting they provide Vantage the fob and remote details they hold. (18 Jan 2024) OPEN

09/02/2024: Update via weekly SM email: *Anthony from Smart Design is now back on deck. We spoke with him today and he explained that it is not possible to complete the audit without Internet access (not just hotspot that Pete is currently using) we will be meeting with him on Tuesday morning to ensure that Pete has full access to the system. We will provide a further update next week. Anthony from Smart Design attended site on Tuesday, we are currently drafting a notice for the fob audit, we will need to work with Kyle and LJ Hooker to ensure that all blocks are done the same way. We will have further updates next week.*

15/02/2024: Update on EC agenda - *Smart Design have ensured that Peter has the correct level of access to complete the Fob Audit. The EC will be asked to sign off on a letter to be sent to all residents asking for current fob details that they have.*

ACTION: The Strata Manager will provide a draft letter to the EC for approval, before distribution to all owners for the Fob Audit. (22 Feb 2024) OPEN

Pigeon Infestation

Decision: EC agreed to proceed with the RENTOKIL quote (Treatment area SHOPHOUSE aircon units) – total cost $2,310.18, to be funded from the Apartment Building Supplementary Fund

ACTION ITEM: SM to arrange for the work order and provide EC with progress reports. (29/11/2023) OPEN

18 Jan 2024 update: *In order for the pigeon removal and proofing to go ahead the Height Safety System must be certified in Shophouse and installed in Warehouse. The Strata Manager has provided the EC with quotes to upgrade the Height Safety System in the Shophouse and install the Height Safety System in Warehouse. It has been determined that anchor points may have been installed on the original roof of Warehouse before the 2020 Hailstorms, Vantage Strata will reach out to CHU to see how many anchor points were on the roof and why these were not replaced with the new roof. Further details will be provided to the EC on what upgrades and works that need to be completed to Shophouse before approving this quote.*

ACTION ITEM: Vantage Strata to find out if Warehouse had anchor points before the hail storm. Vantage Strata will also provide the EC with further details on the modifications needed to shophouse. (18 Jan 2024) OPEN

Roller Door Update

22/11/2023: Update from SM *- we are waiting for Kone to determine the life span of the current motor to see if it is fit for purpose.*

ACTION ITEM: SM to review and report on costs and management of shared roller door to be completed and provided by 15 Dec 2023. OPEN

18 Jan 2024 Update*: Kone have advised that the roller door shared by B block, D block and E block needs to be replaced. Vantage Strata have shared the quote with the EC for consideration. Vantage Strata have asked Kone to determine if the door was fit for purpose and there is a better product that will last longer however no response has been received.*

Vantage Strata have confirmed that they have reached out to a different provider to obtain a quote for the roller door and also the ongoing maintenance of all roller doors in the complex. This quote will be sent to the EC for consideration once it is received.

ACTION ITEM: Vantage Strata to send alternative quotes for the EC for consideration once received. (18 Jan 2024) OPEN

09/02/2024: Update via weekly SM email: *We have chased the additional company for the quote, once this is provided we will send it through We have received the quote this afternoon, once we know it is correct we will send to all blocks that we manage.*

15/02/2024: Update on EC agenda - *Vantage Strata have received one quote to replace the roller door, we are now waiting on a second. A letter will be sent to all 3 ECs by COB 16/02/24 with a cost analysis and seeking approval to proceed.* **ACTION: The Strata Manager will send a work order for the repair of the roller door motor. (22 Feb 2024) OPEN** **ACTION: The Strata Manager will provide details of the quote from Progressive Controls to the EC for the ongoing maintenance of the roller door. (22 Feb 2024) OPEN** **ACTION: The Strata Manager will determine how much is owed to B block from D block and E block for the previous maintenance of the roller door. (22 Feb 2024) OPEN**
Shophouse waste room The EC have advised that other blocks have been using the Shophouse waste room. It was agreed that Vantage Strata will contact the Strata Manager of the blocks using the waste room and ask them to find an alternative solution. All EC Members were happy to give A block a reasonable amount of time to stop using B block waste room before access will be removed. **ACTION ITEM: Vantage Strata will contact the Strata Manager of A Block and give reasonable time for residents to cease using the bin room and find an alternative solution. (18 Jan 2024) OPEN** ***09/02/2024: Update via weekly SM email:*** *The Strata Manager for Kingsborough A is currently on leave and an update was not able to be sourced. We will follow this up again on Monday. LJ Hooker have spoken to ACT No Waste about this matter, he is going to send me his correspondence and I will forward onto you.* ***15/02/2024: Update on EC agenda -*** *The Strata Manager has been liaising with the Strata Manager for A block who is dealing with ACT No Waste to ensure A block are in a position where they can use there bin room again. Once this has occurred access to the b block waste room will be cut off.* ***22/02/2024: Update -*** *The B Block EC would like access to be cut off to all non B block residents in the next 4 weeks, given that A Block should imminently have access to their own waste room again.* **ACTION: The Strata Manager will arrange for access to be cut off from the Shophouse Waste Room in 4 weeks to all non B block residents. (22 Feb 2024) OPEN**
<u>Height Safety System quotes.</u> ***22/11/2023: Update from*** *SM - A second quote has been sourced and will be sent separately.* The Committee discussed that access to roof was deemed not required at initial build, however roof access had been required on a regular basis for maintenance and break/fix (such as roof hail damage, and a recent water leak still to be fixed). **ACTION ITEM: The EC require VANTAGE to investigate what is needed and why it is needed now, why it was not required when the building was established. The advice is to also address what is the risk of not processing with works, what is the financial implication of proceeding with the works is, in terms of the Owners Corporation verses the potential developer reimbursement component, what additional if any insurance considerations exist, and whether there are any alternatives available. (29/11/2023) OPEN**

11 Jan 2024 Update: *SM - Due to the height of the building for both Warehouse and Shophouse both roofs require a Height Safety System for anyone to be able to safely access the roof. When the building was first built the builder did not install the Height Safety System however funds were set aside for each block to get this installed. If the works are not completed trades will not be able to get onto either roof to service the solar panels, to check for any leaks, to check the condition of the roof for ongoing maintenance or to complete window cleaning. If a tradesperson is given authorisation from the EC to enter the roof without a Height Safety Certification and they fall off or injure themselves the Owners Corporation would be responsible.*

ACTION ITEM: Vantage to confirm with the developer the amount of the funds put aside to contribute to costs of the Height Safety rectification works. (18 Jan 2024) OPEN

13/02/2024 update from Vantage via email - full comprehensive report received on all outstanding height safety system items and matters

The EC agreed, having regard to advice from Vantage, that the Sinking Fund would be accessed to fund these works.

ACTION ITEM : The Strata Manager will contact Touchdown to see if they will honour the quotes from last year for the Height Safety System.
Vantage Strata will also request quotes for:

- **certification of the Height Safety System**
- **the pest spray**
- **Height Safety System for the terraces. (22 Feb 2024) OPEN**

Basement fan Issue

Basement fanis still running continuously. ONBFS have advised that there will be a cost for them to attend site and determine what the fix will need to be so they can then quote. Vantage Strata are waiting for them to send through a estimate of costs to look into this.

09/02/2024: Update via weekly SM email: *We are waiting on the quote from ONBFS to present to you to fix this. ONBFS have not been to site yet. We will continue to push them on this matter.*

22/02/2024: *B B B B B B B B B BT Bt BServices for this B B B B BT Bt B B B B B B B B B B B B the works. The cost to quote is $130 per hour plus GST. A HVAC Specialist is also needed to attend site at the same time to determine the cause of the fan not turning off. The cost for IES to attend is $570 plus GST for 2 hours. The EC have requested if the works can be quoted just with IES and why both trades are needed. The Strata Manager will look into this matter further and provide the EC with an update.*

ACTION: The Strata Manager will determine if both trades are needed to quote. (22 Feb 2024) OPEN

Fire doors

*15/02/2024: **Update on EC agenda** - The Strata Manager and Building Manager are currently working on this item. The Strata Manager will provide another update at the EC Meeting.*

22/02/2024 *Update from EC meeting - CB B B B B B B BT B B*
Services to state that a number of fire doors across the complex are non compliant. The Strata Manager has advised that are number of these doors listed in the report are not fire doors and need to be recoded. A small number of fire doors have also been tampered with. Vantage Strata will
B B B B B BT B B B B B B B B B B B
report is wear and tear and needs fixing and what portion are defects. From there the EC will be able to make a decision on the next steps.

ACTION: The Strata Manager will obtain a more detailed report from O'Neil and Brown Fire Services on the doors (22 Feb 2024) OPEN

Solar Panel cleaning

*15/02/2024: **Update on EC agenda** - The Strata Manager is currently waiting on quotes for the cleaning of the solar panels. They will need to use a boom lift which will make this more costly.*

Action: Quotes to be obtained for the solar panel cleaning and tap installation. (22 Feb 2024)

Damaged Firelight

*15/02/2024: **Update on EC agenda** - The repainting and patching of this item will be able to be fixed once the pigeons have been removed and the pigeon waste is removed.*

Action: Onhold - to be addressed once pigeons have been removed. (22 Feb 2024) ONHOLD

Use of Common Property electricity –

22/02/2024 update from EC meeting It has been noted that residents are using common property electricity to charge EVs, The Strata Manager to obtain a quote from Maritex and Pacific FM to put a lock on the common property power points. If residents need access to the power points they would contact The Building Manager for access.

Action: Quotes for lock on common property power points to be obtained. (22 Feb 2024) OPEN

Commercial Unit Grease Traps

ACTION: Strata manager to report back to the EC on outcome of inquiries into responsibility for grease traps. (22 Feb 2024) OPEN

MINUTES OF THE EXECUTIVE COMMITTEE MEETING

OF UNITS PLAN NO 4632

10 PARBERY STREET & 9 THE CAUSEWAY, KINGSTON ACT 2604

Venue:	Vantage Strata Office & Video Conferencing	
Date:	21 March 2024	
Time:	5:30pm	
Present:	Anshu De Silva Wijeyeratne	(Lot 27)
	Kieran Nicholson	(Lot 55)
	Ahmed Qureshi	(Lot 72)
	Matt McKeon	(Lot 89)
	Maria Bentley	(Lot 96)
Apologies:	Nil	
Attendance:	Vanessa Dix, Strata Manager	(Vantage Strata)
	Keena Naboya, Trainee Strata Manager	(Vantage Strata)

1. MEETING FORMALITIES

The meeting opened at **5:38PM.** Ahmed Qureshi (Lot 72) was appointed as the Chairperson for the purpose of this meeting.

2. QUORUM

Motion 3 Ordinary Resolution:

*It was **resolved** that the Executive Committee confirms that a quorum has been achieved and themeeting can proceed.*

CARRIED.

3. CONFLICT OF INTEREST

Committee members are to review the agenda, declare any 'conflict of interest' under the relevant item.

*It was **resolved** that there are no conflict of interest.*

CARRIED.

4. PREVIOUS MINUTES

Motion 5 Ordinary Resolution:

*It was **resolved** that the Executive Committee confirm and adopt the minutes of the previous EC meeting, held Thursday 22 February 2024.*

CARRIED.

5. FINANCIAL INFORMATION

a) Cash at Bank as at 18 March 2024

- Administration Fund: $84,757.01
- Sinking Fund: $230,730.63

b) Arrears as at 15 February 2024 $28,387.62

It was noted that the Insurance Premium was not reflected in the February 2024 financials. The Strata Manager explained that the premium was paid at the beginning March and will be shown in the March 2024 financials.

6. INSURANCE

a) Claims Since the last EC Meeting

It was **acknowledged** that there have been no new claims to report.

7. REPORTS

a) Chairperson
b) Secretary Report If applicable
c) Treasurers Report If applicable
d) Building Manager Report

The Chair reported that the CTS Executive Committee are having a General Meeting to discuss the Bylaws and Sublease for Tumit River Brewery on Wednesday 27 March 2024. UP 4632 Kingsborough B have several concerns with the CTS Bylaws including clauses seeking to control children playing on common property, enforcing a dress code in common areas, and overreaching on other matters outside of CTS remit. The CTS Representatives for B Block will raise this at the CTS Meeting for further discussion, and do not support the Bylaws as currently presented.

The CTS Representatives would also like to confirm the common area space included on the proposed sublease with TRBC, to ensure it aligns with what is within the final liquor licence.

MATTERS OUTSTANDING FROM PREVIOUS MEETING

e) Insurance Valuation
The Strata Manager has advised the EC that an Insurance Valuation has been ordered. Once received the Strata Manager will circulate to the EC for approval.

f) 306/9 Broken Window
The Strata Manager has advised that & & & & & & & & & Glass to measure up the new glass. Once the quote has been received it will be sent to the EC for consideration.
ACTION ITEM: Vantage to provide EC report on broken window, what caused the breakage and who is responsible for the costs.

g) CCTV Cameras
The Strata Manager has confirmed that the quote received from Smart Design is correct at the time of the EC Meeting. The EC have confirmed that they would like to proceed with installing a camera in each waste room.
Approval: EC approved the Smartdesign quote for 2 cameras, one for each waste room at $6390 total cost for installation and licence. (21 March 2024)

ACTION ITEM: Vantage to proceed with Work Order and keep the EC updated on progress of works. (21 March 2024)

h) Fob Audit

The EC have advised the Strata Manager that they would like owners to receive one concise letter with all details of the Fob Audit. They also raised concerns with what residents will do if they cannot read their fob numbers. The Strata Manager advised that if residents cannot read their fob they can go to the Building Manager who will be able to assist further.

ACTION ITEM: Vantage to draft new letter for residents, outlining the process of the Fob Audit for EC approval. (21 March 2024)

i) Roller Door Update

The Strata Manager has advised that Blocks B, D and E have now confirmed that they are happy to proceed with the roller door repair with Progressive Controls. . A work order has been sent and works scheduled for 5 April 2024.Vantage Strata will send a letter to all residents by 22 March that the carpark will be out of bounds for the duration of the works.

Vantage Strata provided the EC with two new quotes from different providers to consider changing to for roller door maintenance, noting previous concerns with the current provider. The EC have elected to change to Capital Doorworks.

The costs of maintenance and servicing of the roller door will be shared by Blocks B, D & E, based on the number of carparks per block. It was agreed that B block will be invoiced for this and will be reimbursed from Blocks D and E.

Approved: EC approved shared (with Block B, D & E) Capital Doorworks Contract for ongoing service and maintenance.

ACTION ITEM: Vantage to provide the EC break down of Capital Doorworks contract
for Blocks B, D and E, based on number of car parks per block.

ACTION ITEM: Vantage to investigate historical/previous costs for repairs and maintenance, for the shared roller door, costs to be shared between Block B, D & E.

ACTION ITEM: Vantage to provide draft email/letter to residents regarding works for the repair of the roller door to EC for approval before distribution to residents of Block B, D and E. (21 March 2024)

j) Gardening

The Executive Committee have requested quotes from horticultural companies for the gardening contract for B Block. The Strata Manager has advised that once all

VANTAGE STRATA
BUILDING A TRUST

quotes are received, they will be tabled and sent to the EC for decision.
ACTION ITEM: Vantage to request additional quotes for the garden contract for both Shophouse and Warehouse internal gardens (21 March 2024)

k) Height Safety System
Prior to the Executive Committee Meeting the EC approved the quote for Touchdown to powder coat the ladder that will allow trades access to the roof using the Height Safety System. The Strata Manager advised the EC that Touchdown will be onsite on Monday 25 March 2024 to scope the site so they can commence works.
Vantage advised that access to the courtyard of Unit 303/9 The Causeway would be required by Touchdown as part of this scoping. Vantage Strata will contact the owner in advance to request access.
Approval: EC approved Touchdown quote ($3200) to powder coat ladder.

l) Tumut River Brewery
The Strata Manager sent the EC the mock-up of the signage that Tumut River Brewery would like to install. The EC approved this out of session and have requested the brewery to fill in an alteration and application form for transparency.
Approval: EC approved the Alteration application form out of session.
CLOSED

m) Basement Clean & Fire Exit line marking.
The Strata Manager has advised that a draft letter was sent to the EC for their amendment/approval. The EC have also requested for a line marking quote for all fire exits. The Strata Manager will contact the trades that have been asked to quote to find out when these quotes will be received. The quotes will then be sent to the EC for consideration.
ACTION ITEM: Vantage to follow up requests for quotes for the line marking for each fire exit point. Vantage to arrange for signs to be posted at each fire exit point to remind residents to keep these areas clear at all times (21 March 2024)

n) Basement Fan
At the last EC Meeting in February it was determined that the basement fan is
& & & & & & & & && & & & & &
Services need to attend site at the same time to find out why this is happening. The EC have approved this request and Vantage Strata have sent a work order. Once a date is locked in on when they will be attending site the EC will be notified.

(((((((((((((((
due to attend site and the outcomes of their investigation. (21 March 2024)

o) External Window Cleaning
At the previous EC Meeting the EC asked Vantage Strata to obtain a quote for the window cleaning at the same time that the Height Safety System is installed. Vantage Strata have confirmed that Touchdown have honoured the window cleaning quote from last year. The Strata Manager advised the EC that Touchdown will complete the Height Safety Works, they will then do a pest spray and clean the windows last. The EC have asked to see a copy of the window cleaning quote to confirm this before works proceed. It was also agreed that the Strata Manager will write to all residents to remind them of this work and to close all windows and blinds for privacy.
ACTION ITEM: Vantage to provide the quote to EC before work commences. Once a date has been set, Vantage will send out a letter/email to all residents to inform them of the work and the requirements to ensure all windows are closed. (21 March 2024)

p) Cleaning Contract
The contract for the cleaning of common areas is due for renewal in August 2024. The Strata Manager is currently waiting for 3 quotes for the EC to consider.

q) Sinking and Maintenance Plan
At the 2023 AGM the Owners Corporation requested Vantage Strata to split the sinking fund for the terraces and apartments. The Strata Manager has confirmed that as the price of the Height Safety System rectifications/installation has been verified the process can now start to split this fund. Vantage Strata have been able to provide evidence to the EC stating that QIA Group have been engaged to start the process for the split. Once the updated reports have been received they will be passed onto the EC for approval at the next AGM.

r) Fire Doors
& && & & & & & & & & & & & &
defective fire doors throughout the building. The Building Manager and Strata Manager have & & & & & & && & & & &&
correct (currently $7271). It has been determined that a number of items will need to be removed from it. Once it is correct it will be presented to the EC for consideration.

ACTION ITEM: Vantage to go back to the contractor and request an updated quote to remove the multiple costs for a single item. (21 March)

s) Lock on Common Property Power Points
The Strata Manager has sent a quote request to Pacific FM to place locks on the power points in common areas. At the time of the EC Meeting this had not been received. Once the quote has been received it will be sent to the EC for consideration.

t) Solar Panel Cleaning
It has previously been determined that the solar panels are due to be cleaned and serviced. On Friday 01 March 2024 the Strata Manager provided the EC with 3 quotes for the maintenance of this item. It was agreed that the EC would move forward with Capital Solar. Before the Solar Panels can be cleaned and serviced the Height Safety System will need to be installed and a tap will need to be installed on Level 3 for the cleaning. The Strata Manager has requested a quote from Venture Plumbing for the installation of a tap. Once this is received it will be passed onto the EC for consideration.
Approval: EC agreed to go with Capital Solar on a 3 year contract - $1100 + GST per year.

u) Damaged Fire Light
The Strata Manager has advised that the repainting and patching of this item will be able to be fixed once the Height Safety System is installed, and the pigeons have been removed.

v) Lockboxes

It has previously been determined that several owners have lockboxes on Common Property which is a security concern for the complex. The Strata Manager has liaised with the CTS Strata Manager and several of these lockboxes may be on private walls and not common property. Before the Strata Manager sends a further letter to these owners to ask them to remove the lockboxes the Units Plan that is registered with Access Canberra will be circulated to the EC for review. This will determine what is Common Property and what is not. The EC noted that previous advice received from Vantage was that the lockboxes were on common property, which had informed the
& & & & & & & &

ACTION ITEM: Vantage to confirm which walls are common property. Email the EC the site unit plan, outlining common property and images of where the lock boxes are located, before further action taken. (21 March)

8. NEW BUSINESS

a) Venture Plumbing Quote
Venture Plumbing recently completed the quarterly maintenance works. It has been determined that additional items need to be completed to avoid replacement. The cost of these works is $352. This has been approved by the EC

b) AGM Preparation and Financial Audit.
The Strata Manager will have a budget meeting with the EC in April 2024. The AGM Agenda will then able to be prepared. Once the CTS AGM has been held the AGM for UP 4632 Kingsborough B will follow 3 weeks after.

c) Repair request #149 - Water leak unit15 (P106): owner submitted repair request 29 Feb, and requested an update 12 March .
Update from Vantage 21 March: We can confirm that we have called the resident and Peter has had a look at this leak from the outside. Tonight we will ask for approval for a plumber to look into this further.

d) Repair request #143 - Cracked window unit 203/9: 18 Feb owner called to report cracked window. Building manager called Express Glass to attend site. Job is still open - has the window been fixed?
Update from Vantage 21 March - We can confirm that as glass are quoting for the other cracked window we have asked them to quote on this one as well.

e) Water leak A previously reported leak had stopped, but is now leaking again. Vantage has emailed the developer for further action and testing.
ACTION ITEM: Vantage to re-open the repair quest on BuildingLink, and follow up with the developer on further testing. (21 March).

9. APPLICATIONS/OUT OF SESSION DECISIONS

a) Fire Panel works.
It has been noted that the Fire Panel needs to be reset as a number of fire alarms have been activated across the building. The EC have & & & & & & Services to attend site and reset the panel.

b) Tumit River Brewery Alterations Form
Tumit River Brewery reached out to Vantage Strata to approve signage for the outside of the unit. The EC have approved this.

10. ITEMS COMPLETED/CLOSED OUT

a) Insurance Renewal The Certificate of Currency has been sent to the EC and the Insurance is in place for 12 months.
b) Shophouse Waste Room - remove access to non-Block B residents.
c) All seasons have confirmed that mulch they supply for site is not any of the asbestos type mulch.

11. NEXT MEETING

The next EC Meeting will be held on Thursday 18 April 2024 at 5:30pm

12. MEETING CLOSURE

There being no further business to discuss the meeting closed at **7:14PM**

13. OPEN ACTION ITEMS

Open Action Items:
Lockboxes It has been determined that there are a number of unapproved lockboxes across Shophouse and Warehouse. The EC have requested to know the dates when notices were sent asking residents remove the lockboxes. *29/11/2023: Update from SM via email: There are 3 premised with lock boxes that have not been approved by the EC (details of location and unit numbers provided). Working with the Building Manager to locate list of approved lockboxes.* Committee members were concerned that action had not progressed on this issue beyond the identification of lockboxes which had not been approved, having regard to instructions previously provided, at its 26 October 2023 meeting, for handling of lockboxes without approval. **ACTION ITEM: Vantage to contact owners who have installed lockboxes without permission to direct owners they must either submit an Alteration Form within 14 days of receiving the notice or remove the boxes and make good, if boxes are not removed within the required timeframe the BM has authority to remove the boxes with owners to be**

invoiced for the costs. Vantage to provide the EC a progress on actions taken.(29/11/2023) OPEN

ACTION ITEM: SM and BM to provide the EC with the register of approved alterations by 14 December 2023. OPEN

ACTION ITEM: Vantage Strata will send the EC a list of approved and unapproved lockboxes, as well as details of when approvals for the former were provided, and dates letters were sent to owners of properties with unapproved lockboxes. The Strata Manager will write to those residents with unapproved lockboxes and advise that they have 14 days to remove the lockbox or seek approval from the Executive Committee. The Building Manager and Strata Manager will then work together to remove any unapproved lockboxes that have not been removed after 14 days. The contents and the lockboxes will be kept in a secure location for collection. (18 Jan 2024) OPEN

09/02/2024: Update via weekly SM email *- I have been doing further investigation on this matter. Last year in May the owner of Parberry Property Real Estate sent a request for the lockboxes to be installed, at the time discussions were had at the EC Meetings to determine if it was on common property or owner property. It was deemed that one of the walls is common property. The Real Estate advised that they will not be removing the lockboxes and will take it as far as ACAT if need be. It was agreed that a discussion will need to be had with the EC and Parberry Property to come to an agreement. I will be catching up with Peter on Tuesday and will provide an update to residents who have unapproved lockboxes. We will send a separate email with the documentation that has been sent to those residents that have an unapproved lockbox. We will talk about Parberry Properties at the next meeting.*

ACTION ITEM: Vantage to contact owners who have installed lockboxes without permission to direct owners they must either submit an Alteration Form within 14 days of receiving the notice or remove the boxes and make good, if boxes are not removed within the required timeframe the BM has authority to remove the boxes with owners to be invoiced for the costs. Vantage to provide the EC a progress on actions taken.(22 Feb 2024) OPEN

CCTV Cameras

29/11/2023: Update from SM via email: *No further updates on when the new server will be installed. The CTS Strata Manager has been advised that you have approved the installation.*
29/11/2023: Update from SM via email*: Quotes for the additional camera will be sourced once we have an installation date of the server. It is best not to get this early incase the cost may change.*

ACTION ITEM: Vantage to request 2 quotes for cameras to be installed in each of Block B waste rooms, and entry of the carpark. Vantage to confirm the proposed camera for the B B B B B B B B B bB BBS (26/10/2023) OPEN

ACTION ITEM: SM to provide EC with a timeframe for the installation of the server by 14 Dec 2023. SM to provide EC a progress report on discussions with Blocks D & E
S B B B B B B B B Bb B E(29/10/2023) OPEN

18 Jan 2024 Update: *Vantage Strata advised the EC that the infrastructure for the additional CCTV cameras has been installed. The Strata Manager has sent the CTS EC an alterations and erections form to install 2 additional cameras on B block common property. It was suggested that one will be installed in the driveway shared by B, D and E block and one will be installed in the bin room. Once the CTS EC have approved this request quotes will be sourced for the cameras for EC approval.*

ACTION ITEM: Vantage to obtain a quote for the cost of the additional cameras and pass onto the EC for consideration. Vantage to obtain permission from the CTS EC to install the cameras.
Quotes for the shared cameras to be sent to both Block E & D for approval of shared costs (18 Jan 2024) OPEN

09/02/2024: Update via weekly SM email: *We are currently waiting on a quote from Smart Design for the installation of the cameras. Once we have this we can talk with D block and E block to determine how the cost will be split. We have received the quote for this however the quote is incorrect, we are currently waiting for Smart Design to update this.*

15/02/2024: Update on EC agenda - *We have received a quote from Smart design for the cameras for the bin rooms. These can be seen in an attachment to this agenda.*

ACTION: The Strata Manager will work with the CTS Strata Manager and Smartdesign to ensure that the quote is correct and request a breakdown of the costs. This will then be presented to Block B EC for approval. (22 Feb 2024)
Approval: EC approved the Smartdesign quote for 2 cameras, one for each waste room at $6390 total cost for installation and licence. (21 March 2024)
ACTION ITEM: Vantage to proceed with Work Order and keep the EC updated on progress of works. (21 March 2024)

Fob Audit Update

ACTION ITEM: SM to provide EC (by 14 Dec) their plan for completing the fob audit by January 2024. (29/11/2023) OPEN

18 Jan 2024 Update: It was determined that the previous Building Manager had the capability to complete a fob audit onsite. The EC have asked Vantage Strata to contact Smart Design and see if this capability can be arranged for the current Building Manager. In the interim it was agreed that Vantage Strata will start the process of the fob audit by asking residents for details of fobs and remotes that they currently have.

ACTON ITEM: Vantage Strata will contact Smart Design for a higher level of access to the FOB system. Vantage to begin the fob audit process, email owners/residents requesting they provide Vantage the fob and remote details they hold. (18 Jan 2024) OPEN

09/02/2024: Update via weekly SM email: *Anthony from Smart Design is now back on deck. We spoke with him today and he explained that it is not possible to complete the audit without Internet access (not just hotspot that Pete is currently using) we will be meeting with him on Tuesday morning to ensure that Pete has full access to the system. We will provide a further update next week. Anthony from Smart Design attended site on Tuesday, we are currently drafting a notice for the fob audit, we will need to work with Kyle and LJ Hooker to ensure that all blocks are done the same way. We will have further updates next week.*

15/02/2024: Update on EC agenda - *Smart Design have ensured that Peter has the correct level of access to complete the Fob Audit. The EC will be asked to sign off on a letter to be sent to all residents asking for current fob details that they have.*

ACTION: The Strata Manager will provide a draft letter to the EC for approval, before distribution to all owners for the Fob Audit. (22 Feb 2024) OPEN

Pigeon Infestation

Decision: EC agreed to proceed with the RENTOKIL quote (Treatment area SHOPHOUSE aircon units) total cost $2,310.18, to be funded from the Apartment Building Supplementary Fund

ACTION ITEM: SM to arrange for the work order and provide EC with progress reports. (29/11/2023) OPEN

18 Jan 2024 update: *In order for the pigeon removal and proofing to go ahead the Height Safety System must be certified in Shophouse and installed in Warehouse. The Strata Manager has provided the EC with quotes to upgrade the Height Safety System in the Shophouse and install the Height Safety System in Warehouse. It has been determined that anchor points may have been installed on the original roof of Warehouse before the 2020 Hailstorms, Vantage Strata will reach out to CHU to see how many anchor points were on the roof and why these were not replaced with the new roof. Further details will be provided to the EC on what upgrades and works that need to be completed to Shophouse before approving this quote.*

ACTION ITEM: Vantage Strata to find out if Warehouse had anchor points before the hail storm. Vantage Strata will also provide the EC with further details on the modifications needed to shophouse. (18 Jan 2024) OPEN

Roller Door Update

22/11/2023: Update from SM *- we are waiting for Kone to determine the life span of the current motor to see if it is fit for purpose.*

ACTION ITEM: SM to review and report on costs and management of shared roller door to be completed and provided by 15 Dec 2023. OPEN

18 Jan 2024 Update*: Kone have advised that the roller door shared by B block, D block and E block needs to be replaced. Vantage Strata have shared the quote with the EC for consideration. Vantage Strata have asked Kone to determine if the door was fit for purpose and there is a better product that will last longer however no response has been received.*

Vantage Strata have confirmed that they have reached out to a different provider to obtain a quote for the roller door and also the ongoing maintenance of all roller doors in the complex. This quote will be sent to the EC for consideration once it is received.

ACTION ITEM: Vantage Strata to send alternative quotes for the EC for consideration once received. (18 Jan 2024) OPEN

09/02/2024: Update via weekly SM email: *We have chased the additional company for the quote, once this is provided we will send it through We have received the quote this afternoon, once we know it is correct we will send to all blocks that we manage.*

15/02/2024: Update on EC agenda - *Vantage Strata have received one quote to replace the roller door, we are now waiting on a second. A letter will be sent to all 3 ECs by COB 16/02/24 with a cost analysis and seeking approval to proceed.*

ACTION: The Strata Manager will send a work order for the repair of the roller door motor. (22 Feb 2024) OPEN

ACTION: The Strata Manager will provide details of the quote from Progressive Controls to the EC for the ongoing maintenance of the roller door. (22 Feb 2024) OPEN

ACTION: The Strata Manager will determine how much is owed to B block from D block and E block for the previous maintenance of the roller door. (22 Feb 2024) OPEN

Vantage Update 21 March 2024: Contract with Krone commenced 18 October 2022. Since commencement Vantage have evidence Kone have completed 2 garage door services in a 12 month period when the contract stated 4 services for that period. We are currently disputing these costs and awaiting a response. The cost per invoice for the roller door is $155.92. E Block currently owe B Block $70.36 for the 2 services and D Block owe $75.88. Recommend holding off charging Block E & D until outcome of dispute with Kone.

<u>Height Safety System quotes.</u>
22/11/2023: Update from *SM - A second quote has been sourced and will be sent separately.*
The Committee discussed that access to roof was deemed not required at initial build, however roof access had been required on a regular basis for maintenance and break/fix (such as roof hail damage, and a recent water leak – still to be fixed).

ACTION ITEM: The EC require VANTAGE to investigate what is needed and why it is needed now, why it was not required when the building was established. The advice is to also address what is the risk of not processing with works, what is the financial implication of proceeding with the works is, in terms of the Owners Corporation verses the potential developer reimbursement component, what additional if any insurance considerations exist, and whether there are any alternatives available. (29/11/2023) OPEN

11 Jan 2024 Update: *SM - Due to the height of the building for both Warehouse and Shophouse both roofs require a Height Safety System for anyone to be able to safely access the roof. When the building was first built the builder did not install the Height Safety System however funds were set aside for each block to get this installed. If the works are not completed trades will not be able to get onto either roof to service the solar panels, to check for any leaks, to check the condition of the roof for ongoing maintenance or to complete window cleaning. If a tradesperson is given authorisation from the EC to enter the roof without a Height Safety Certification and they fall off or injure themselves the Owners Corporation would be responsible.*

ACTION ITEM: Vantage to confirm with the developer the amount of the funds put aside to contribute to costs of the Height Safety rectification works. (18 Jan 2024) OPEN

13/02/2024 update from Vantage via email - full comprehensive report received on all outstanding height safety system items and matters

The EC agreed, having regard to advice from Vantage, that the Sinking Fund would be accessed to fund these works.

ACTION ITEM : The Strata Manager will contact Touchdown to see if they will honour the quotes from last year for the Height Safety System.
Vantage Strata will also request quotes for:

- **certification of the Height Safety System**
- **the pest spray**
- **Height Safety System for the terraces. (22 Feb 2024) OPEN**

01/03/2024 update from Vantage via email - touchdown will honour previous quotes

21/03/2024 update from Vantage via email: As part of the installation of the Height Safety System for Warehouse and the works required for the Shophouse, Touchdown will certify both Height Safety Systems once works are done. The pest spray will be done in conjunction with the window clean. Our maintenance Manager will be meeting peter onsite tomorrow to take further photos of the terraces to assist Touchdown with the quote.

Basement fan Issue

Basement fanis still running continuously. ONBFS have advised that there will be a cost for them to attend site and determine what the fix will need to be so they can then quote. Vantage Strata are waiting for them to send through a estimate of costs to look into this. ***09/02/2024: Update via weekly SM email:*** *We are waiting on the quote from ONBFS to present to you to fix this. ONBFS have not been to site yet. We will continue to push them on this matter.* ***22/02/2024:*** *The Strata B B B B B B B BT Bt B B B B B B B B BT Bt B B B B B B B B B B B to quote the works. The cost to quote is $130 per hour plus GST. A HVAC Specialist is also needed to attend site at the same time to determine the cause of the fan not turning off. The cost for IES to attend is $570 plus GST for 2 hours. The EC have requested if the works can be quoted just with IES and why both trades are needed. The Strata Manager will look into this matter further and provide the EC with an update.* **ACTION: The Strata Manager will determine if both trades are needed to quote. (22 Feb 2024) OPEN**
Fire doors ***15/02/2024: Update on EC agenda -*** *The Strata Manager and Building Manager are currently working on this item. The Strata Manager will provide another update at the EC Meeting.* ***22/02/2024*** *Update from EC meeting - CB B B B B B B BT B Fire Services to state that a number of fire doors across the complex are non compliant. The Strata Manager has advised that are number of these doors listed in the report are not fire doors and need to be recoded. A small number of fire doors have also been tampered with. B B B B B B B B BT B B B B portion of the doors listed in the report is wear and tear and needs fixing and what portion are defects. From there the EC will be able to make a decision on the next steps.* **ACTION: The Strata B B B B B B B B B B BR Bq B Services on the doors (22 Feb 2024) OPEN**
Solar Panel cleaning ***15/02/2024: Update on EC agenda -*** *The Strata Manager is currently waiting on quotes for the cleaning of the solar panels. They will need to use a boom lift which will make this more costly.* **Action: Quotes to be obtained for the solar panel cleaning and tap installation. (22 Feb 2024)**
Damaged Firelight ***15/02/2024: Update on EC agenda -*** *The repainting and patching of this item will be able to be fixed once the pigeons have been removed and the pigeon waste is removed.*

VANTAGE STRATA
BUILDING A TRUST

Action: Onhold - to be addressed once pigeons have been removed. (22 Feb 2024) ONHOLD
Use of Common Property electricity *22/02/2024 update from EC meeting It has been noted that residents are using common property electricity to charge EVs, The Strata Manager to obtain a quote from Maritex and Pacific FM to put a lock on the common property power points. If residents need access to the power points they would contact The Building Manager for access.* **Action: Quotes for lock on common property power points to be obtained. (22 Feb 2024) OPEN**
Commercial Unit Grease Traps **ACTION: Strata manager to report back to the EC on outcome of inquiries into responsibility for grease traps. (22 Feb 2024) OPEN**
Basement Clean & Fire exit line markings The Building Manager is concerned with the amount of items being stored in the basement near the fire stairs as this area is deemed common property and it can impede should there be any fire emergency. The EC noted that the storing of items in common property has been a perennial issue facing Block B. It was agreed that a letter will be sent to all residents via email and letterbox drop to remove any items from common property in the basement. The Building Manager will remove and store any items that are currently left on common property. Signage would also be put up to reinforce to residents not to leave items in more high risk places and the Strata Manager to source quotes for line marking the keep clear areas near fire exits. **ACTION Item: The Strata Manager will arrange for a letter to be sent to all residents asking them to remove all items currently stored on common property in the basement. Signage to be put up as reminders to residents. Strata Manager to source quotes for line marking at fire exit points. (22 Feb 2024) OPEN**
Cleaning contract due for renewal August 2024 The EC would like Vantage Strata to start the tender process for the cleaning contract that is due for renewal in August. As the other blocks use Maiden Cleaning they have asked the Strata Manager to see if a bulk discount can be provided for the cleaning of all 5 blocks. **ACTION ITEM: Vantage to start tender process for the cleaning contract. (22 Feb 2024) OPEN** **Update from Vantage via email 21 March2024: All seasons need to meet with site manager onsite in order to complete the scope of works and quote accordingly. Once we have a further update we will let you know.**
Garden contract The Strata Manager will obtain quote for a gardening contract for Shophouse and Warehouse internal garden areas

ACTION: Gardening quote to be obtained. (22 Feb 2024) OPEN
ACTION ITEM: Vantage to request additional quotes for the garden contract for both Shophouse and Warehouse internal gardens (21 March 2024)

Fire Doors
In 2023 a quote was received from O'Neil and Brown Fire Services to fix the defective fire doors throughout the building. The Building Manager and Strata Manager have been liaising with O'Neil and Brown to ensure that the quote is correct. (currently $7271). It has been determined that a number of items will need to be removed from it. Once it is correct it will be presented to the EC for consideration.
ACTION ITEM: Vantage to go back to the contractor and request an updated quote to remove the multiple costs for a single item. (21 March)

OPEN residents repair requests

a. #149 - Water leak unit15 (P106) : owner submitted repair request 29 Feb, and requested an update 12 March - seems no response from Vantage at this point. Update from Vantage 21 March - We can confirm that we have called the resident and Peter has had a look at this leak from the outside. Tonight we will ask for approval for a plumber to look into this further
b. #143 - Cracked window unit 203/9: 18 Feb owner called to report cracked window. Building manager called Express Glass to attend site. Job is still open - has the window been fixed? Update from Vantage 21 March - We can confirm that as Shane's glass are quoting for the other cracked window we have asked them to quote on this one as well.

ACCESS CANBERRA
LAND, PLANNING & BUILDING SERVICES
8 Darling Street
MITCHELL ACT 2911

PHONE: 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	4	Block	29	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: 08752 Dated: 30-JAN-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 : InfoTrack, InfoTrack
E-mail Address : actenquiries@infotrack.com.au
Client Reference : 20246352 - 186625954

Date: 19-FEB-26 10:52:45

ACCESS CANBERRA
LAND, PLANNING & BUILDING SERVICES
8 Darling Street
MITCHELL ACT 2911

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

INFORMATION ABOUT THE PROPERTY

KINGSTON Section 60/Block 29/Unit 4 **Building Class: A**

Area(m2): 776.5
Unimproved Value: $19,400,000 **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.

KINGSTON Section 60/Block 30/Unit 4 **Building Class: A**

Area(m2): 218.4
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.

KINGSTON Section 60/Block 34/Unit 4 **Building Class: A**

Area(m2): 339.7
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.

KINGSTON Section 60/Block 35/Unit 4 **Building Class: A**

Area(m2): 941.5
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.

KINGSTON Section 60/Block 36/Unit 4 **Building Class: A**

Area(m2): 509.4
Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

KINGSTON Section 60/Block 36/Unit 4

Area(m2): 509.4
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.

KINGSTON Section 60/Block 37/Unit 4 **Building Class: A**

Area(m2): 2,362.8
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.

KINGSTON Section 60/Block 38/Unit 4 **Building Class: A**

Area(m2): 1,179.6
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.

KINGSTON Section 60/Block 31/Unit 4 **Building Class: A**

Area(m2): 1,094.6
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.

KINGSTON Section 60/Block 32/Unit 4 **Building Class: A**

Area(m2): 1,426.8
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.

Building Class: A

KINGSTON Section 60/Block 33/Unit 4

Area(m2): 723.6
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.

KINGSTON Section 60/Block 39/Unit 4 **Building Class: A**

Area(m2): 102.6
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.

KINGSTON Section 60/Block 40/Unit 4 **Building Class: A**

Area(m2): 402.7
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.

KINGSTON Section 60/Block 41/Unit 4 **Building Class: A**

Area(m2): 4,942.9
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.

ACCESS CANBERRA
LAND, PLANNING & BUILDING SERVICES
8 Darling Street
MITCHELL ACT 2911

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA202139437 **Lodged** 08-NOV-21 **Type** See Subclass

-- Application Details --------------------------------------

Description
PROPOSAL FOR DWELLING ALTERATIONS AND ADDITIONS - alterations and additions including extending balcony, new handrail and associated works.

-- Site Details ---

District	Division	Section	Block(s)	Unit
Canberra Central	Kingston	60	41-41	24

-- Involved Parties ---------------------------

Role	Name
Lessee	Sarah Dallas Gordon
Applicant	Resolution Planning
Representor	Southwell, Paul

-- 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

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.

ACCESS CANBERRA
LAND, PLANNING & BUILDING SERVICES
8 Darling Street
MITCHELL ACT 2911

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.

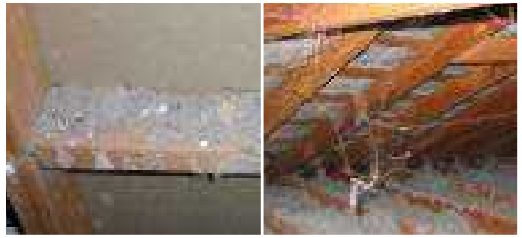
---- END OF REPORT ----

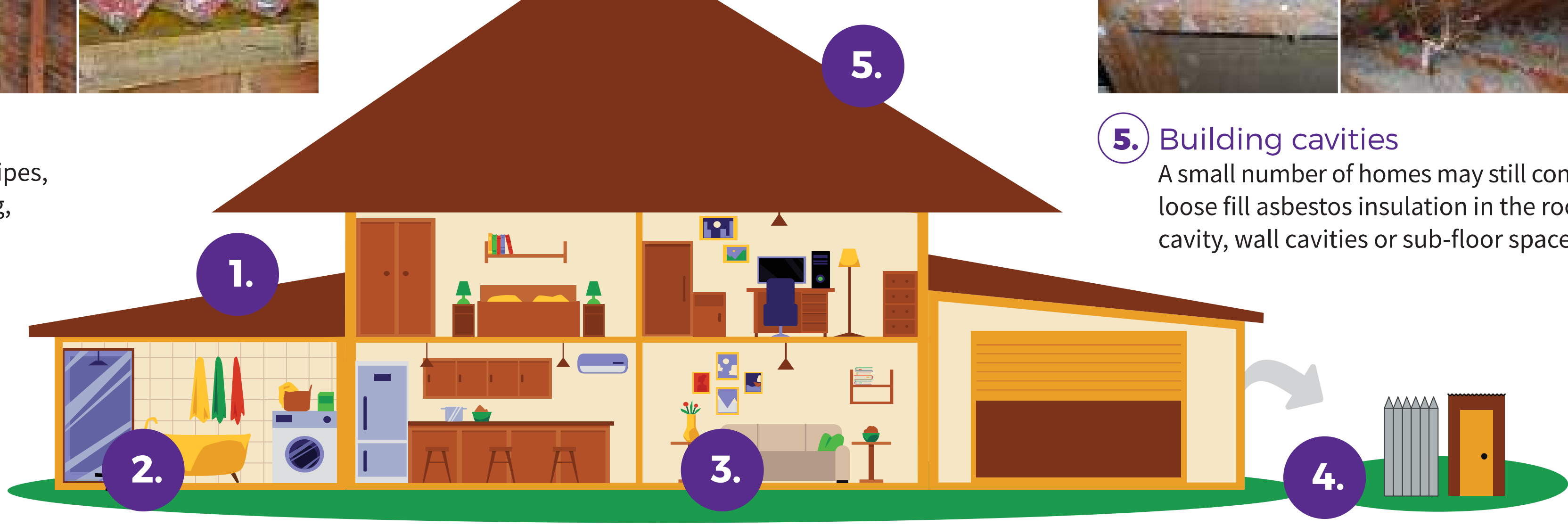
If a home was built before 1990

it may contain dangerous asbestos material

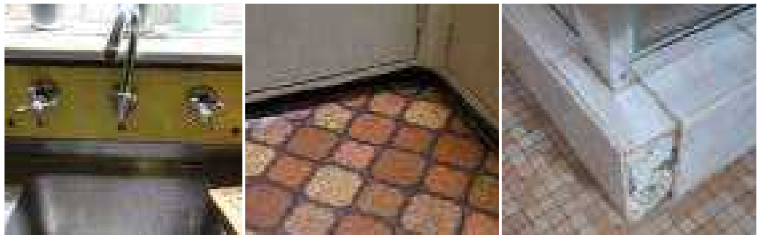
Identify where asbestos materials might be. Five common places are:

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



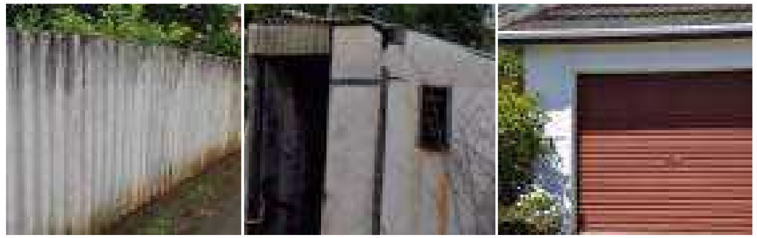


5. Building cavities
A small number of homes may still contain loose fill asbestos insulation in the roof cavity, wall cavities or sub-floor space



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

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



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

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

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

Assess the risk

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

Asbestos materials become dangerous when:

Broken or in poor condition

Damaged accidentally

Disturbed during renovation or repairs

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

Loose fill asbestos insulation

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.