

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		15	410	38	19	Kingston
		and known as Unit 15, 33 Dawes Street, Kingston ACT 2604				
Seller	Full name	Kai Allan Sullivan				
	ACN/ABN					
	Address	15/33 Dawes Street, Kingston ACT 2604				
Seller Solicitor	Firm	SLK Lawyers				
	Email	seh@slklawyers.com.au				
	Phone	03 9070 9810	Ref 250486			
	DX/Address	Level 3, 405 Collins Street, Melbourne VIC 3000				
Stakeholder	Name					
Seller Agent	Firm	Maloneys Property				
	Email	maloneys@maloneys.com.au				
	Phone	02 6232 0100	Ref			
	DX/Address					
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 none to the Sellers knowledge				
Goods	Description	Fixed floor coverings, lights fittings, blinds and fridge as inspected				
Date for Registration of Units Plan						
Date for Completion						
Electronic Transaction?		☐ No ☒ Yes, using Nominated ELN: PEXA				
Land Tax to be adjusted?		☐ No ☒ Yes				
Residential Withholding Tax	New residential premises?		☒ No		☐ Yes	
	Potential residential land?		☒ No		☐ Yes	
	Buyer required to make a withholding payment?		☒ No		☐ Yes (insert details on p.3)	
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?		☐ No		☐ Yes	
	Clearance Certificates attached for all the Sellers?		☐ No		☒ Yes	

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

Buyer	Full name					
	ACN/ABN					
	Address					
Buyer Solicitor	Firm					
	Email					
	Phone		Ref			
	DX/Address					
Price	Price	\$	(GST inclusive unless otherwise specified)			
	Less deposit	\$	(10% of Price)		☐ Deposit by Instalments (clause 52 applies)	
	Balance	\$				
Date of this Contract						

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

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

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- ☐ Proposed plan
- ☐ Inclusions list

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

- ☐ Inclusions list
- ☐ Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- ☐ Tenancy Agreement
- ☐ No written Tenancy Agreement exists

Invoices

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

Asbestos

- ☒ Asbestos Advice
- ☐ Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller		% per annum
Interest rate if the defaulting party is the Buyer	12	% 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	Link Strata Management	Phone	02 6260 3722
Address	PO Box 154 Curtin ACT 2605		

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

- 1.3 Headings are inserted for convenience only and are not part of this Contract.
- 1.4 If the time for something to be done or to happen is not a Business Day, the time is extended to the next Business Day, except in the case of clause 2.1.
- 1.5 A reference to “this Contract” extends to the Schedule, any annexure, additional clauses and attachments forming part of this Contract.
- 1.6 If there is more than one buyer or more than one seller the obligations which they undertake bind them jointly and individually.
- 1.7 Where the Buyer consists of more than one person, as between themselves, they agree to buy the Property in the specified manner of Co-ownership or if one alternative is not marked, as joint tenants.
- 1.8 Without limiting clause 13, the parties agree that for the purposes of the *Electronic Transactions Act 2001* (ACT) and the *Electronic Transactions Act 1999* (Cth), this Contract may be signed and/or exchanged electronically.

2. Terms of payment

- 2.1 The Buyer must pay the Deposit on the Date of this Contract, to the Stakeholder or, if no Stakeholder is named, then to the Seller.
- 2.2 The Deposit becomes the Seller’s property on Completion.
- 2.3 The Deposit may be paid by cheque or in cash (up to \$3,000.00) but if it is not paid on time or, if it is paid by cheque which is not honoured on first presentation, the Buyer is in default.
- 2.4 If the Buyer is in default under clause 2.3, then immediately and without the notice otherwise necessary under clause 18, clause 19 applies.
- 2.5 On Completion the Buyer must give the Seller an authority directing the Stakeholder to account to the Seller for the Deposit.
- 2.6 On Completion the Buyer must pay to the Seller in Canberra the Balance of the Price by unendorsed bank cheque, or in cash (up to \$200.00).
- 2.7 Any money payable to the Seller by the Buyer or the Stakeholder must be paid to the Seller or as the Seller Solicitor directs in writing and payment in accordance with that direction will be sufficient discharge to the person paying.
- 2.8 Completion must take place on the Date for Completion or as otherwise determined by this Contract and if not specified or determined, within a reasonable time.

3. Title to the Lease

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

4. Restrictions on transfer

- 4.1 The Lease is not subject to any restrictions on transfer other than any Restriction on Transfer.
- 4.2 If the Lease is subject to a Restriction on Transfer under the Planning Act due to non-compliance with the Building and Development Provision then this Contract is subject to the grant of the approval referred to in section 370 of the Planning Act. A Restriction on Transfer referring to "section 370" refers to this restriction.
- 4.3 If the Lease is a lease of the type referred to in section 279 of the Planning Act then this Contract is subject to the approval in accordance with the Planning Act. A Restriction on Transfer referring to "section 280" refers to this restriction.
- 4.3A If the Lease is subject to a Restriction on Transfer under section 306 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in sections 306 and 307 of the Planning Act. A Restriction on Transfer referring to "section 306" refers to this restriction.
- 4.3B If the Lease is subject to a Restriction on Transfer under section 351 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in section 351 of the Planning Act. A Restriction on Transfer referring to "section 351" refers to this restriction.
- 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 to be lodged electronically; or

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

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

13.4.1 each party must:

(a) bear equally any disbursements or fees; and

(b) otherwise bear that party's own costs; incurred because this Conveyancing Transaction was to be conducted as an Electronic Transaction; and

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

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

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

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

13.5.3 the parties must conduct the Electronic Transaction:

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

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

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

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

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

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

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

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

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

14. Off the plan purchase and Compliance Certificate

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

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

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

15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

17. Compensation claims by Buyer

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

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

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

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

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

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

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

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

the Stakeholder in trust for the Seller and the Buyer;

- (c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;
- (d) the decision of the arbitrator is final and binding;
- (e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;
- (f) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer;
- (g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and
- (h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.

18. Notice to Complete and Default Notice

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

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

- 18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.
- 18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.
- 18.6 A Default Notice:
 - 18.6.1 must specify the default;
 - 18.6.2 must require the party served with the Default Notice to rectify the default within 7* days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case the period specified in clause 52.6 will apply; and
 - 18.6.3 cannot be used to require a party to complete this Contract.
- 18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.
- 18.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 18.9 Clauses 19 or 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.
- 18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.
- 18.11 The parties agree that the time referred to in clauses 18.2 and 18.6.2 is fair and reasonable.

19. Termination — Buyer default

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

* Alter as necessary

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

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

20. Termination — Seller default

- 20.1 If the Seller does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term the Buyer may by notice served on the Seller either:
- 20.1.1 terminate and seek damages; or
 - 20.1.2 enforce without further notice any other rights and remedies available to the Buyer.
- 20.2 If the Buyer terminates, the Stakeholder is authorised to refund to the Buyer immediately any money paid on account of the Price.

21. Rescission

- 21.1 Unless section 15 of the Sale of Residential Property Act applies, if this Contract is rescinded, it is rescinded from the beginning, and unless the parties otherwise agree:
- 21.1.1 the Deposit and all other money paid by the Buyer must be refunded to the Buyer immediately without any further authority being necessary; and
 - 21.1.2 neither party is liable to pay the other any amount for damages, costs or expenses.

22. Damages for delay in Completion

- 22.1 If Completion does not occur by the Date for Completion, due to the default of either party, the party who is at fault must pay the other party as liquidated damages on Completion:
- 22.1.1 if the defaulting party is the Seller, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion;
 - 22.1.2 if the defaulting party is the Buyer, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and
 - 22.1.3 the amount this Contract says on page 2 to be applied towards any legal costs and disbursements incurred by the party not

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

- 22.2 Whether or not percentages are inserted in clauses 22.1.1 or 22.1.2 the party at fault must pay the amount specified in clause 22.1.3 in addition to any other damages to which the party not at fault is entitled both at law and under this Contract.
- 22.3 The parties agree that:
- 22.3.1 the amount of any damages payable under clause 22.1.1 or clause 22.1.2 to the party not in default is a genuine and honest pre-estimate of loss to that party for the delay in Completion, and
 - 22.3.2 the damages must be paid on Completion.

23. Foreign Buyer

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

24. GST

- 24.1 If a party must pay the Price or provide any other consideration to another party under this Contract, GST is not to be added to the Price or amount, unless this Contract provides otherwise.
- 24.2 If the Price is stated in the Schedule to exclude GST and the sale of the Property is a taxable supply, the Buyer must pay to the Seller on Completion an amount equal to the GST payable by the Seller in relation to the supply.
- 24.3 If under this Contract a party (Relevant Party) must make an adjustment, pay an amount to another party (excluding the Price but including the Deposit if it is released or forfeited to the Seller) or pay an amount payable by or to a third party:
- 24.3.1 the Relevant Party must adjust or pay at that time any GST added to or included in the amount; but
 - 24.3.2 if this Contract says this sale is a taxable supply, and payment would entitle the Relevant Party to claim an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment or payment is or was entitled multiplied by the GST Rate.
- 24.4 If this Contract says this sale is the supply of a going concern:

- 24.4.1 the parties agree the supply of the Property is the supply of a going concern;
- 24.4.2 the Seller must on Completion supply to the Buyer all of the things that are necessary for the continued operation of the enterprise;
- 24.4.3 the Seller must carry on the enterprise until Completion;
- 24.4.4 the Buyer warrants to the Seller that on Completion the Buyer will be registered or required to be registered; and
- 24.4.5 if for any reason (and despite clauses 24.1 and 24.4.1) the sale of the Property is not the supply of a going concern but is a taxable supply:
- (a) the Buyer must pay to the Seller on demand the amount of any GST payable by the Seller in respect of the sale of the Property; and
 - (b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of clause 24.4.5(a).
- 24.5 If this Contract says the margin scheme applies:
- 24.5.1 the Seller warrants that it can use the margin scheme; and
 - 24.5.2 the Buyer and Seller agree that the margin scheme is to apply,
- in respect of the sale of the Property.
- 24.6 If this Contract says the sale is a taxable supply, does not say the margin scheme applies to the sale of the Property, and the sale is in fact not a taxable supply, then the Seller must pay the Buyer on Completion an amount of one-eleventh of the Price.
- 24.7 Unless the margin scheme applies the Seller must, on Completion, give the Buyer a tax invoice for any taxable supply by the Seller by or under this Contract.
- 25. Power of attorney**
- 25.1 Any party who signs this Contract or any document in connection with it under a power of attorney must, on request and without cost, provide the other party with a true copy of the registered power of attorney.
- 26. Notices claims and authorities**
- 26.1 Notices, claims and authorities required or authorised by this Contract must be in writing.
- 26.2 To serve a notice a party must:
- 26.2.1 leave it at; or
 - 26.2.2 send it by a method of post requiring acknowledgment of receipt by the addressee to,
- the address of the person to be served as stated in the Schedule or as notified by that person to the other as that person's address for service under this Contract; or
- 26.2.3 serve it on that party's solicitor in any of the above ways; or
 - 26.2.4 deliver it to an appropriate place in the facilities of a document exchange system in which the recipient solicitor has receiving facilities (and in the latter case service is deemed effected on the Business Day following delivery); or
 - 26.2.5 transmit it by email to a party's solicitor to the email address for that solicitor as stated in the Schedule or as notified by that solicitor to the other solicitor as the email address for service under this Contract.
- 26.3 A party's solicitor may give a notice, claim or authority on behalf of that party.
- 27. Unit title**
- 27.1 The following clauses 28 to 39 inclusive apply if the Property is a Unit.
- 28. Definitions and interpretation**
- 28.1 A reference in these clauses 28 to 39 inclusive to a section or Part is a reference to a section or Part of the Unit Titles Management Act.
- 28.2 For the purposes of a claim for compensation pursuant to clause 39, the provisions of clause 17 will apply provided that clause 17.1.1(c) is amended to read "the Buyer does not give notice to the Seller waiving the claim, or so much of it as exceeds 5% of the Price within 14 days after receiving the notice".
- 29. Title to the Unit**
- 29.1 Clauses 3.1, 3.2 and 3.3 do not apply.
- 29.2 The Unit Title is or will before Completion be granted under the Planning Act and is or will before Completion be registered under the *Land Titles (Unit Titles) Act 1970* (ACT).
- 29.3 The Unit Title is transferred subject to the Units Plan under which the lease to the Unit is held.
- 30. Buyer rights limited**
- 30.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any Breach of Covenant of the Unit Title, any breach of the

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

31. Adjustment of contribution

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

32. Inspection of Unit

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

33. Seller warranties

- 33.1 The Seller warrants that at the Date of this Contract:
- 33.1.1 to the Seller's knowledge, there are no unfunded latent or patent defects in the Common Property or Owners Corporation assets, other than the following:
 - (a) defects arising through fair wear and tear; and
 - (b) defects disclosed in this Contract;
 - 33.1.2 the Owners Corporation records do not disclose any defects to which the warranty in clause 33.1.1 applies;
 - 33.1.3 to the Seller's knowledge, there are no actual, contingent or expected unfunded liabilities of the Owners Corporation that are not part of the Owners Corporation's normal operating expenses, other than liabilities disclosed in this Contract;
 - 33.1.4 the Owners Corporation records do not disclose any liabilities of the Owners Corporation to which the warranty in clause 33.1.3 applies;
 - 33.1.5 the Seller or any occupier of the Unit has not committed any act or omission which may cause the Owners Corporation to incur any costs or perform any repairs;
 - 33.1.6 there is no amount payable to the Owners Corporation by the Seller other than a contribution due under section 78 and section 89 of the Unit Titles Management Act; and
 - 33.1.7 except for an unregistered Units Plan, the rules of the Owners Corporation are, as appropriate:
 - (a) as set out in Schedule 4 to the Unit Titles Management Act; or

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

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

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

- 33.2 For clauses 33.1.1 to 33.1.4 inclusive, a Seller is taken to have knowledge of a thing if the Seller has actual knowledge, or ought reasonably to have knowledge, of that thing.
- 33.3 The Seller warrants that at Completion to the Seller's knowledge, there are no circumstances (other than circumstances disclosed in this Contract) in relation to the affairs of the Owners Corporation likely to significantly prejudice the Buyer.
- 33.4 For the purposes of clause 7, Property includes the Common Property.
- 33.5 These warranties are in addition to those given in clause 7.

34. Damage or destruction before Completion

- 34.1 If the Unit is destroyed or substantially damaged before Completion not due to the fault of either party then either party may by notice to the other rescind and clause 21 applies.
- 34.2 For the purposes of clause 34.1, the Unit is deemed to be substantially damaged if though not destroyed is unfit for the use to which it was being put at the Date of this Contract or, if not being used at that time, for the purpose permitted by the Unit Title.

35. Notice to Owners Corporation

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

36. Unit Title Certificate

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

37. Unregistered Units Plan

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

- 37.1 This clause 37 applies if at the Date of this Contract, the Units Plan has not been registered.
- 37.2 The Seller must attach a copy of the proposed Units Plan or a sketch plan showing the location and dimensions of the Unit sufficient to enable the Buyer to determine the location and dimensions of the Unit in relation to other units and the Common Property in the proposed development.
- 37.3 If the Units Plan is not registered by the date specified in the Schedule, or elsewhere in this Contract, the Buyer may at any time after that date by notice served on the Seller require that the Units Plan be registered within 14 days of the service of the notice. If the Units Plan is not registered within the time limited by the notice the Buyer may at any time after expiry of the time in the notice rescind and clause 21 will apply.
- 37.4 If the Seller notifies the Buyer that the Units Plan is registered before rescission under this clause, the Buyer will not be entitled to rescind under this clause.
- 37.5 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:
- 37.5.1 any minor variations to the Unit between the plan attached, and the Units Plan registered by the Registrar General; or
- 37.5.2 any minor alterations required by an authority or the Registrar General in the number, size, location or Unit Entitlement of any other unit in the Units Plan or in or to the Common Property provided the proportion of the Unit Entitlement of the Unit to the other units in the Units Plan is not varied.

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

- 37.6 After the Owners Corporation has been constituted under section 8, the Seller must cause the Owners Corporation to comply with the rules of the Owners Corporation and with Parts 2, 3, 4, 5 and 7 to the extent to which the Owners Corporation is required by law to comply with those provisions up to the Date for Completion.
- 37.7 The Seller must not permit the Owners Corporation to vary the rules of the Owners

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

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

38. Rescission of Contract

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

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

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

39. Claims for compensation

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

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

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

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

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

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

40. Community title

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

41. Definitions and interpretation

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

42. Buyer rights limited

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

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

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

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

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

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

46. Incomplete development of Community Title Scheme

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

47. Incomplete development of Lot

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

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

48. Required first or top sheet

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

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

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

51. Foreign Resident Withholding Tax

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

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

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

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

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

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

Relevant Price means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

- (a) lodge a purchaser payment notification form with the ATO; and
- (b) give evidence of compliance with clause 51.4.2(a) to the Seller;

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

52. Deposit by Instalments

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

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

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

- 52.3.1 5% of the Price by cheque on the Date of this Contract (**First Instalment**); and
- 52.3.2 the balance of the Deposit (if it has not already been paid) by unendorsed bank cheque on the Date for Completion (**Second Instalment**);

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

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

- 52.5 If the First Instalment of the Deposit is:

- 52.5.1 not paid on time and in accordance with clause 52.3; or
- 52.5.2 paid by cheque and the cheque is not honoured on first presentation,

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

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

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

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

53. Residential Withholding Tax

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

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

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

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

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

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

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

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

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

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

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

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

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

* Alter as necessary

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

Unit 15 UP No. 410
Block 38 Section 19 Kingston

ORIGINAL

Volume	Folio
1022	65

AUSTRALIAN CAPITAL TERRITORY

Real Property (Unit Titles) Ordinance 1970

Certificate of Title

Units Plan No. 410 Unit No. 15

Part of Block **38** Section **19** Division of **KINGSTON**

EASTLAKE DEVELOPMENTS PTY LIMITED a company incorporated in the Australian Capital Territory and having its registered office at C/- John McLaren and Associates of Suite 6 DMA Professional Offices 9 Lathlain Street Belconnen in the said Territory

is registered as the proprietor of an estate of leasehold in the abovementioned Unit registered by me on the -

Twenty Ninth Day of August 1986

subject, nevertheless, to the rights created by section 27 of the Unit Titles Ordinance 1970 and the interests notified in the First Schedule or endorsed on this Certificate of Title

Date **Twenty Ninth Day of August 1986**


H. DREW Deputy
Registrar of Titles



First Schedule

No 524221 Mortgage to Civic Co-operative
Permanent Building Society Limited

No. 554831 DISCHARGE OF MORTGAGE No. 524221

Entered 27th October 1986 at Ten o'clock in
the fore noon



M. N. SAVY Deputy
Registrar of Titles

No. 554832 *TRANSFER TO Brian Harry Lockwood
of 51 McEachern Crescent Melba Company —
Director and Terry Lockwood of the same —
address Company Director as joint tenants
of the land within described

Entered 27th October 1986 at Ten o'clock in
the fore noon



M. N. SAVY Deputy
Registrar of Titles

No. 554833 MORTGAGE TO AUSTRALIA AND
NEW ZEALAND BANKING GROUP LIMITED

Entered 27th October 1986 at Ten o'clock in
the fore noon



M. N. SAVY Deputy
Registrar of Titles

No. 562228 - Mortgage to Esanda
Limited

Entered 6th January 1987 at Ten o'clock
in the fore Noon.

L. ODEVAHN Deputy
Registrar of Titles

No. 581647 Mortgage to Caltex —
O.I. (Australia) Pty Limited —

Entered 9th September 1987 at Ten o'clock
in the fore Noon.



M. N. JENKINSON
Deputy Registrar of Titles

No. 839328 DISCHARGE OF MORTGAGE No. 760328

Entered - 6 APR 1993 at Ten o'clock in
the fore noon



P. A. ROWE Deputy
Registrar of Titles

CANCELLED AND COMPUTER
CERTIFICATE OF TITLE ISSUED

Volume 1022 Folio 65 Edition 6

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Kingston Section 19 Block 38 on Deposited Plan 6511 with 20 units on Unit Plan 410

Unit 15 (Class A) entitlement 509 of 10000, 3 subsidiaries

Lease commenced on 23/03/2001, terminating on 22/03/2100

Proprietor

KAI ALLAN SULLIVAN

15/33 DAWES STREET, KINGSTON ACT 2604

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
13/05/2022	3158644	Mortgage to WINSTON (NSW) PTY. LTD. (ACN: 639 906 559)

End of interests



ACT
PROPERTY
INSPECTIONS

15/33 Dawes Street,
Kingston ACT 2604

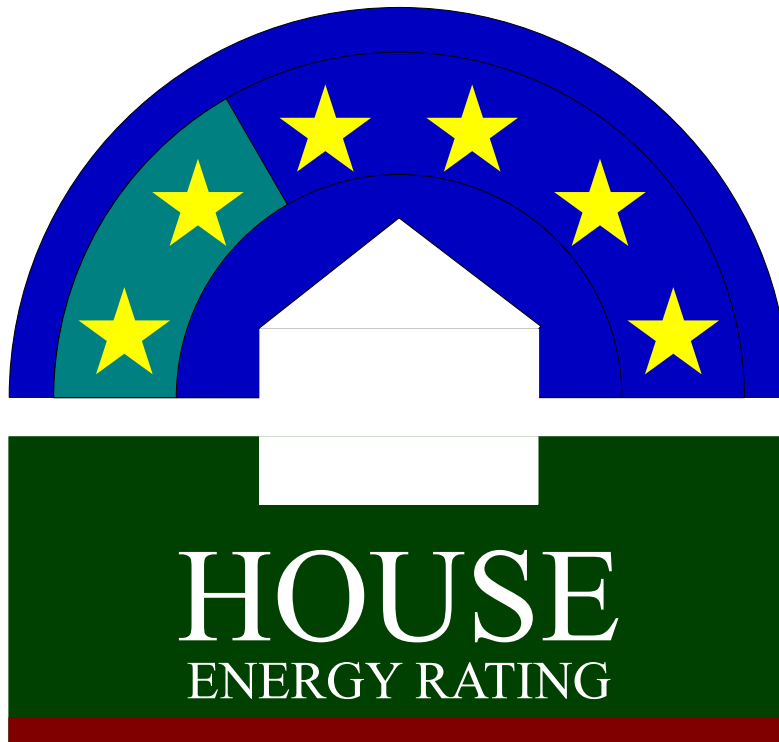
Report prepared: Friday, August 1st 2025

Energy Efficiency Rating
Insurance Certificates
Tax Invoice

Energy Efficiency Report



FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★ ★
in Climate: 24

2 STARS

SCORE: -41 POINTS

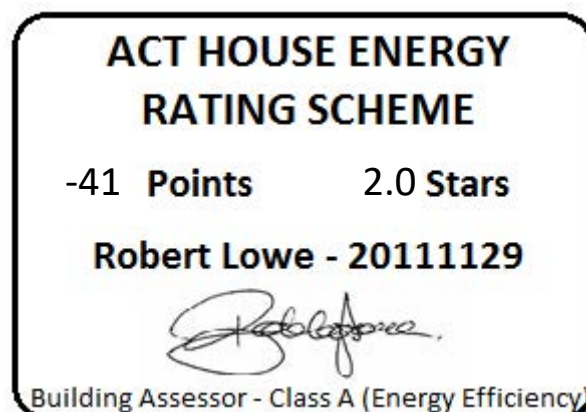
Name: Sullivan

Ref No: 64177

House Title: Unit 15 Block 38 Section 19 KINGSTON

Date: 01-08-2025

Address: 15/33 Dawes Street, Kingston ACT 2604



This rating only applies to the floor plan, construction details, orientation and climate as submitted and included in the attached Rating Summary. Changes to any of these could affect the rating.

IMPROVING YOUR RATING

The table below shows the current rating of your house and its potential for improvement.

Star Rating	POOR			AVERAGE				GOOD				V. GOOD
	0 Star	★	★★	★★★	★★★★	★★★★★	★★★★★★	★★★★★★★	★★★★★★★★	★★★★★★★★★	★★★★★★★★★★	★★★★★★★★★★★
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	-41											
Potential	58											

Incorporating these design options will add the additional points required to achieve the potential rating shown in the table Each point represents about a 1% change in energy efficiency. This list is only a guide to the range of options that could be used.

Design options		Additional points
Change added wall insulation	R 1.5	32
Change glass to Double Glazing	100 %	16
Change frame to Aluminium-Improved		17
Change curtain to Heavy Drapes & Pelmet		28
Seal Exhaust fans		3
Seal Gaps & Cracks		3

ORIENTATION

Orientation is one of the key factors which influences energy efficiency. This dwelling will achieve different scores and star ratings for different orientations.

Current Rating	-41	★ ★
-----------------------	------------	------------

Largest windows in the dwelling;

Direction : ENE

Area : 15 m²

The table below shows the total score for the dwelling when these windows face the direction indicated.

Note that obstructions overshadowing windows have been removed from all windows in these ratings to allow better comparisons to be made between orientations.

ORIENTATION	POINT SCORE	STAR RATING
1. North East	-38	★ ★
2. East	-43	★ ★
3. South East	-48	★ ☆
4. South	-52	★ ☆
5. South West	-58	★
6. West	-62	★
7. North West	-55	★ ☆
8. North	-41	★ ★

FirstRate Mode
Climate: 24

RATING SUMMARY for: **Unit 15 Block 38 Section 19 KINGSTON, 15/33 Dawes Street, Kingston ACT 2604,**

Assessor's Name:

Net Conditioned Floor Area: **66.8 m²**

Feature			Points		
			Winter	Summer	Total
CEILING			15	0	15
Surface Area:	106	Insulation:	-94		
WALL			-37	0	-37
Surface Area:	-21	Insulation:	-24	Mass:	7
FLOOR			11	0	11
Surface Area:	0	Insulation:	-2	Mass:	14
AIR LEAKAGE (Percentage of score shown for each element)			-2	0	-2
Fire Place	0 %	Vented Skylights	0 %		
Fixed Vents	0 %	Windows	17 %		
Exhaust Fans	40 %	Doors	6 %		
Down Lights	0 %	Gaps (around frames)	36 %		
DESIGN FEATURES			0	1	1
Cross Ventilation	1				
ROOF GLAZING			0	0	0
Winter Gain	0	Winter Loss	0		

WINDOWS							-33	-21	-55
Window Direction	Area		Point Scores						
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total			
ENE	15	23%	-59	36	-16	-39			
WSW	3	4%	-10	4	-1	-7			
NNW	6	9%	-23	19	-4	-8			
Total	24	35%	-91	59	-21	-55			

* Air movement over glazing can significantly increase winter heat losses. SEAV recommends heating/cooling duct outlets be positioned to avoid air movement across glass or use deflectors to direct air away from glass.

The contribution of heavyweight materials to the window score is 2 points

		Winter	Summer	Total
RATING	★ ★	-46	-20	-41*

* includes 25 points from Area Adjustment

Detailed House Data

House Details

ClientName	Sullivan
HouseTitle	Unit 15 Block 38 Section 19 KINGSTON
StreetAddress	15/33 Dawes Street, Kingston ACT 2604
FileCreated	01-08-2025

Climate Details

State	
Town	Canberra
Postcode	2600
Zone	24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Concrete Slab on ground	No Subfloor	No	No	No	Carp	R0.0	59.5m ²
2	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R0.0	15.5m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Cavity	No	R0.0	26.5m	2.4m
2	Brick Cavity	Yes	R0.0	4.0m	2.4m
3	Weatherboard	No	R0.0	8.8m	2.4m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Flat - Suspended Slab	Yes	No	R0.0	75.0m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	WSW	2.1m	1.2m	No	SG	ALSTD	HB	No	0.0m	0.0m	0.0m
2	NNW	2.1m	1.2m	No	SG	ALSTD	HB	No	0.0m	0.0m	0.0m
3	NNW	1.2m	1.2m	No	SG	ALSTD	HB	No	0.0m	0.0m	0.0m
4	ENE	2.1m	2.7m	No	SG	ALSTD	HB	No	2.5m	2.5m	0.3m
5	NNW	2.1m	0.9m	No	SG	ALSTD	HB	No	2.9m	2.9m	0.3m
6	ENE	2.1m	2.3m	No	SG	ALSTD	HB	No	0.0m	0.0m	0.0m
7	ENE	2.1m	2.3m	No	SG	ALSTD	HB	No	0.0m	0.0m	0.0m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
1	WSW	2.1m	1.2m	0.0m	0.0m	0.0m	0.0m	0.6m	0.0m	0.6m	0.0m
4	ENE	2.1m	2.7m	0.0m	0.0m	0.0m	0.0m	1.1m	0.0m	1.1m	0.0m
5	NNW	2.1m	0.9m	10.0m	2.9m	12.1m	-11.0m	2.9m	0.0m	0.0m	0.0m
7	ENE	2.1m	2.3m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	0.6m	0.0m

Zoning Details

Is there Cross Flow Ventilation ?	Good
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Air Leakage Details

Location	Suburban
Is there More than One Storey ?	No
Is the Entry open to the Living Area ?	Yes
Is the Entry Door Weather Stripped ?	Yes
Area of Heavyweight Mass	0m ²
Area of Lightweight Mass	0m ²

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	1	1
Downlights	0	0
Skylights	0	0
Utility Doors	0	0
External Doors	0	0
Unflued Gas Heaters		0
Percentage of Windows Sealed		98%
Windows - Average Gap		Small
External Doors - Average Gap		Small
Gaps & Cracks Sealed		No

Insurance Certificates & Tax Invoice



Pest Controllers Combined Liability Certificate of Currency

The Policy below is current until 4.00pm on the expiry date shown below

INSURED: ACT Property Inspections Pty Ltd

BUSINESS DESCRIPTION: General Pest & Weed Control
Timber Pest Inspections
Termite Barrier Installations
Pre-Purchase House Pest Inspections
Building Inspections (Non Pest Related)
Energy Efficiency Ratings
Compliance Reports

POLICY REFERENCE: 09A349653PLB

PERIOD OF INSURANCE: From: 4.00pm on 30/03/2025
To: 4.00pm on 30/03/2026

POLICY CLASS: Pest Controllers Combined Liability

SUMS INSURED: **Section 1: General Public & Products Liability**

\$20,000,000 Our maximum liability in respect of any claim or series of claims for Personal Injury, Property Damage or Advertising Liability caused by or arising out of any one occurrence; and

\$20,000,000 Our total aggregate liability during any one period of insurance for all claims arising out of Your Product

Section 2: Professional Indemnity

\$5,000,000 Our maximum liability in respect of any Claim or any series of Claims inclusive of costs and expenses.

\$10,000,000 Our total aggregate liability for all Claims inclusive of costs and expenses.

This Certificate of Currency is subject to the Policy Documentation to be read in conjunction with the Definitions, Conditions and Exclusions in the Pest Controllers Combined Liability Insurance Policy.

Date Issued: 28 March 2025



**ACT
PROPERTY
INSPECTIONS**

TAX INVOICE

Kai Sullivan
15/33 Dawes St
KINGSTON ACT 2604
AUSTRALIA

Invoice Date
21 Jul 2025

Invoice Number
INV-64177

ABN
33 600 397 466

ACT Property Inspections
(02) 6232 4540
Unit 1, 33 Altree Ct
PHILLIP ACT 2606
ABN: 33 600 397 466

Description	Quantity	Unit Price	GST	Amount AUD
Energy Efficiency Report	1.00	348.26	10%	348.26
ACTPLA - EER ESDD Lodgement Fee (no GST)	1.00	41.91	GST Free	41.91
Subtotal				390.17
TOTAL GST 10%				34.83
TOTAL AUD				425.00

Due Date: 8 Aug 2025

Payment Terms: 7 Day Account

Please pay within the payment terms to avoid an admin fee. Note: all bank/legal fees incurred in obtaining payment will be the customer's responsibility

Direct Deposit
BSB: 012084
Account Number: 194679655
Account Name: ACT Property Inspections Pty Ltd
Please reference your name and invoice number

Cheques - please make payable to ACT Property Inspections Pty Ltd

[View and pay online now](#)



**ACT
PROPERTY
INSPECTIONS**

RECEIPT

Kai Sullivan
15/33 Dawes St
KINGSTON ACT 2604
AUSTRALIA

Payment Date
23 Jul 2025

Sent Date
26 Jul 2025

ABN:
33 600 397 466

ACT Property Inspections
(02) 6232 4540
Unit 1, 33 Altree Ct
PHILLIP ACT 2606
ABN: 33 600 397 466

Total AUD paid	425.00
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Invoice Date	Reference	Payment Reference	Invoice Total	Amount Paid	Still Owing
21 Jul 2025	INV-64177	Payment - INV-64177 Payment created via eWAY PayThis.	425.00	425.00	0.00
			Total AUD	425.00	0.00



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	15	Block	38	Section	19	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) () ()

Certificate Number: 28043

Dated: 26-AUG-86

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

Applicant's Name :

Info Track

E-mail Address :

Date: 17-JUL-25 16:07:30

Client Reference :

1000484 - 167735271



ACCESS CANBERRA
LAND, PLANNING & BUILDING SERVICES
8 Darling Street
MITCHELL ACT 2911

17-JUL-2025 16:07

**PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT**

Page 1 of 2

INFORMATION ABOUT THE PROPERTY

KINGSTON Section 19/Block 38/Unit 15

Building Class: A

Area(m2): 3,010.0

Unimproved Value: \$4,000,000

Year: 2024

Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

Environment Assessment: The Land is not subject to an Environmental Impact Statement under Chapter 8 of the Planning & Development ACT 2007, or part 6.3a of the Planning Act 2023.

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

No Applications Found.

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

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

Sect	Blk	DA No.	Description	Overlay Policy	Status
19	53	202341959	PROPOSAL FOR CARWASH IN EXISTING CARPARK - construction of two car washing bays within the existing basement carpark and associated works.	Approval Conditional	24-AUG-23

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

17-JUL-2025 16:07

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 2

ASBESTOS SEARCH

ACT Government records indicate that asbestos (loose fill or otherwise) is not present on this land. However, the accuracy of this information is not guaranteed. If the property was built prior to 1 January 2004, you should make your own enquiries and obtain reports (from a licensed Asbestos Assessor) in relation to the presence of loose-fill asbestos insulation (and other forms of asbestos e.g. bonded asbestos) on the premises.

CAT CONTAINMENT AREAS

Cat containment has been extended across the ACT for cats born on or after 1 July 2022. Containment means keeping your cat on your premise 24 hours a day. This can include your house or apartment, enclosed area in a backyard or courtyard, a cat crate or leash. Cats born before 1 July 2022 do not have to be contained unless they live in one of the 17 currently declared cat containment suburbs. All cats (regardless of age) located in the following suburbs must be contained to their premise 24 hours a day. However, cats can be walked on a leash and harness under effective control in all containment suburbs: BONNER, COOMBS, CRACE, DENMAN PROSPECT, FORDE, JACKA, LAWSON, MOLONGLO, MONCRIEFF, STRATHNAIRN, THE FAIR in north WATSON, THROSBY, WRIGHT, GUNGAHLIN TOWN CENTRE, MACNAMARA, TAYLOR and WHITLAM. More information on cat containment is available at <https://www.cityservices.act.gov.au/pets-and-wildlife/domestic-animals/cats/cat-containment> or by phoning Access Canberra on 13 22 81.

URBAN FOREST ACT 2023

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

---- END OF REPORT ----

FORM 1

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 410Block 38
Register Book Volume 972Section 19
Folio 71Division of KINGSTON
Deposited Plan No. 6511Address of the Corporation for service of documents 9 JOHN MYLAREN & ASSOCIATES, P.O. BOX 75, BELCONNEN ACT 2616I PETER WILLIAM MAYBERRY
of P.O. BOX 54, JAMISON CENTRE ACT 2614

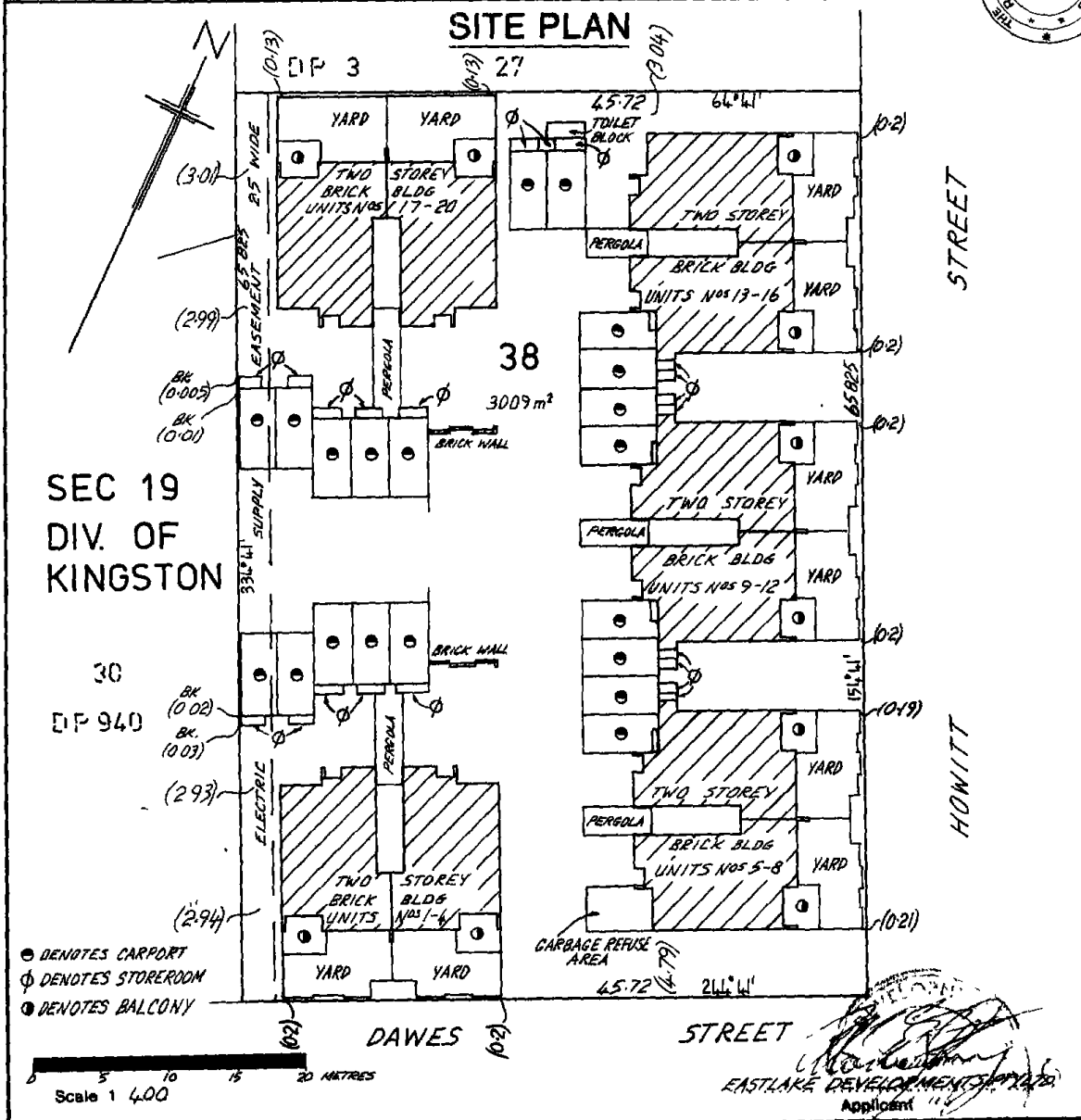
a surveyor registered under the Surveyors Ordinance 1967, hereby certify that -

- (a) the diagram on the sheet shows -
- (i) the boundaries of the above-mentioned parcel of land,
 - (ii) the boundaries of each unit that is a Class B unit as defined in the Unit Titles Ordinance 1970 and which the parcel is to be subdivided into,
 - (iii) the boundaries at ground level or projected to ground level of the extremities of each building or building in the course of erection on the parcel, and
- +(b) each building or building in the course of erection on the parcel is wholly within the parcel except to the extent to which -
- (i) any eaves and guttering (including downpipes) that form or are to form part of the building project, or will project, over land that forms part of a place that is a public place within the meaning of the Roads and Public Places Ordinance 1937, or
 - (ii) any rigid awning that forms, or is to form, part of the building project, or will project, over land that forms part of a place that is a public place within the meaning of the Roads and Public Places Ordinance 1937 and any support for such an awning stands, or will stand, on land that forms part of a place that is a public place within the meaning of that Ordinance

Dated this SEVENTEENTH day of MARCH 19 86

* Delete if not applicable

+ Delete if there is no building or building in the course of erection on the parcel

Peter William Mayberry
Registered SurveyorApproved under the Unit Titles Ordinance 1970 as the Units Plan for the sub-division of the above-mentioned parcel of land
Dated this Twenty Seventh day of AUGUST 19 86Charles
DELEGATE FOR MINISTER OF STATE FOR TERRITORIESRegistered by me on the
Twenty Ninth day of August 19 86
at Two O'clock in the after noon, the number allocated to the Units Plan being 410The terms of the leases of the units and the lease of the common property expire on the Eleventh day of December 19 86H. Drew
Deputy Registrar

FORM 2

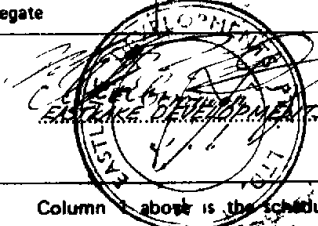
Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 410**SCHEDULE OF UNIT ENTITLEMENTS**

Block 38 . . . Section 19 Division of KINGSTON . .

Column 1			Column 2	
Unit No.	Unit Entitlement	Unit Subsidiaries	Certificate of Title	
			Volume	Folio
1	494	3	1022	51
2	494	3	1022	52
3	494	3	1022	53
4	494	3	1022	54
5	494	3	1022	55
6	494	3	1022	56
7	494	3	1022	57
8	494	3	1022	58
9	519	3	1022	59
10	519	3	1022	60
11	519	3	1022	61
12	519	3	1022	62
13	509	3	1022	63
14	509	3	1022	64
15	509	3	1022	65
16	509	3	1022	66
17	484	3	1022	67
18	484	3	1022	68

Aggregate


 EASTLIFE DEVELOPMENTS PTY LTD.
 Applicant

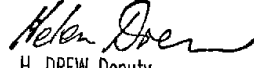
Column 1 above is the schedule of unit entitlement approved for the subdivision.

Dated this TWENTY SEVENTH day
 of AUGUST 19 86


 DELEGATE FOR MINISTER OF STATE FOR TERRITORIES

The Certificate of Title issued for each of the units into which the parcel of land has been sub-divided is as shown in Column 2 above. The Certificate of Title for the common property is Register Book Volume 1022 Folio 71.




 H. DREW Deputy
 Registrar of Titles

FORM 3

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 410

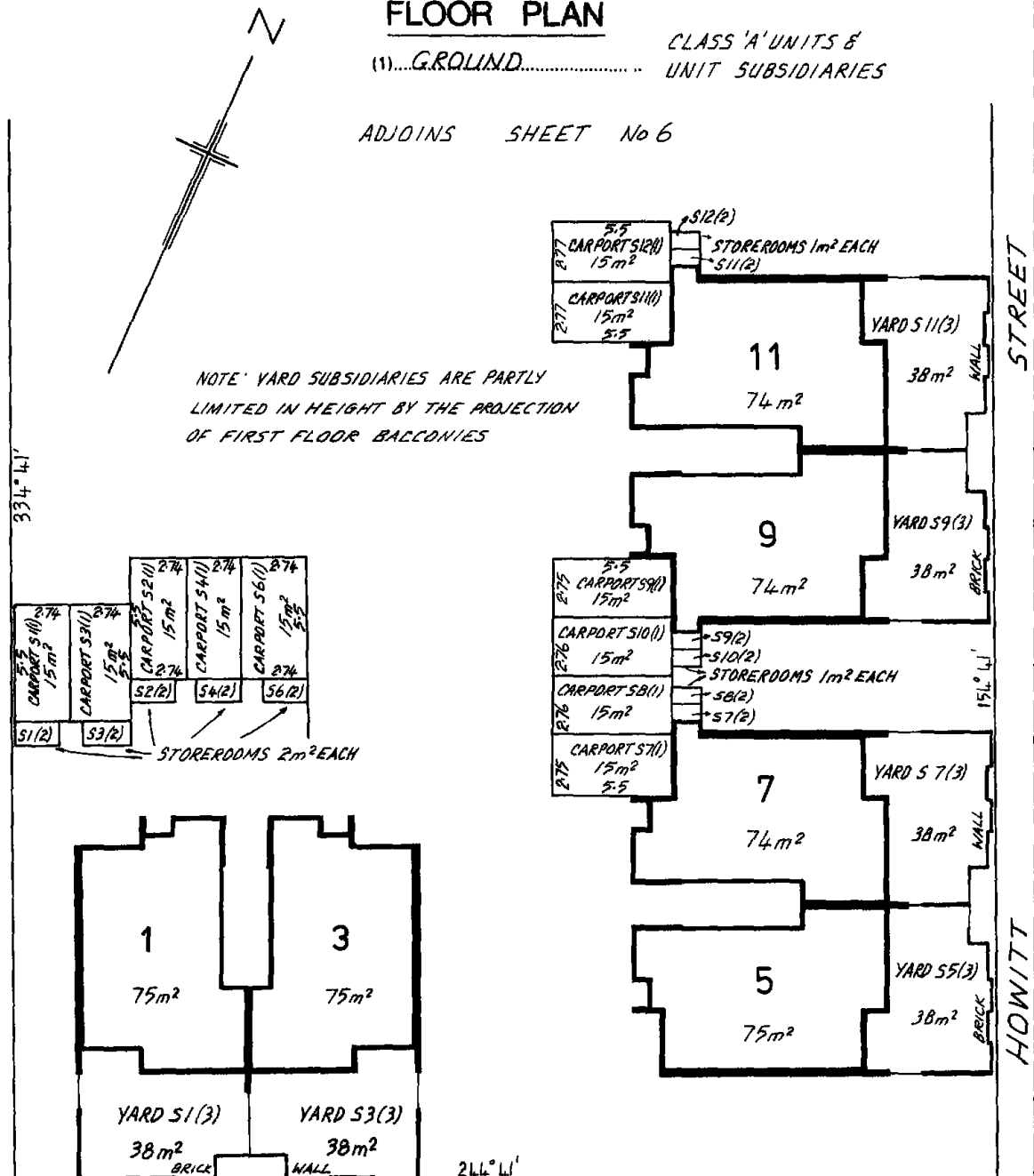
Block... 38, Section... 19, Division of... KINGSTON

FLOOR PLAN

(1) GROUND CLASS 'A' UNITS & UNIT SUBSIDIARIES

ADJOINS SHEET No 6

(1) Number of floor



Scale 0 1 250 10 METRES

C. V. L. L. L.
EASTLAKE DEVELOPMENTS PTY LTD
Applicant

Boyle
DELEGATE FOR MINISTER OF STATE FOR TERRITORIES

FORM 3

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 410

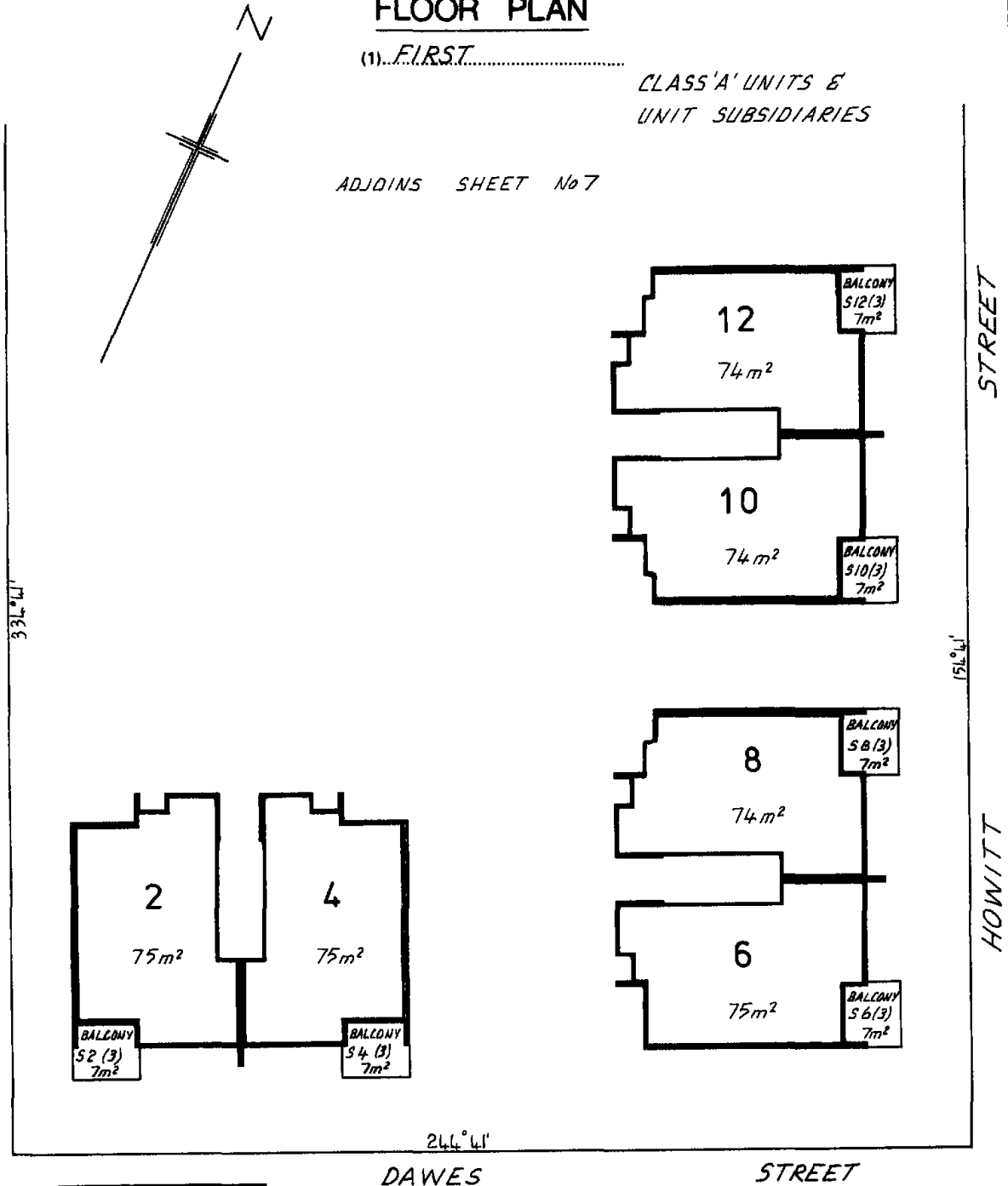
Block 38, Section 19, Division of KINGSTON

FLOOR PLAN

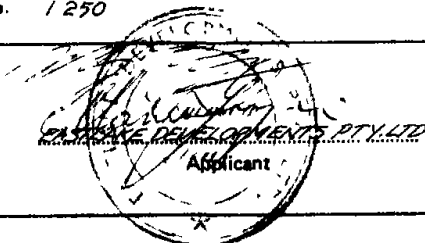
(1) FIRST

CLASS 'A' UNITS &
UNIT SUBSIDIARIES

ADJOINS SHEET No 7



Scale 0 1 250 5 10 METRES



Blank

DELEGATE FOR MINISTER OF STATE FOR TERRITORIES

FORM 3

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 410

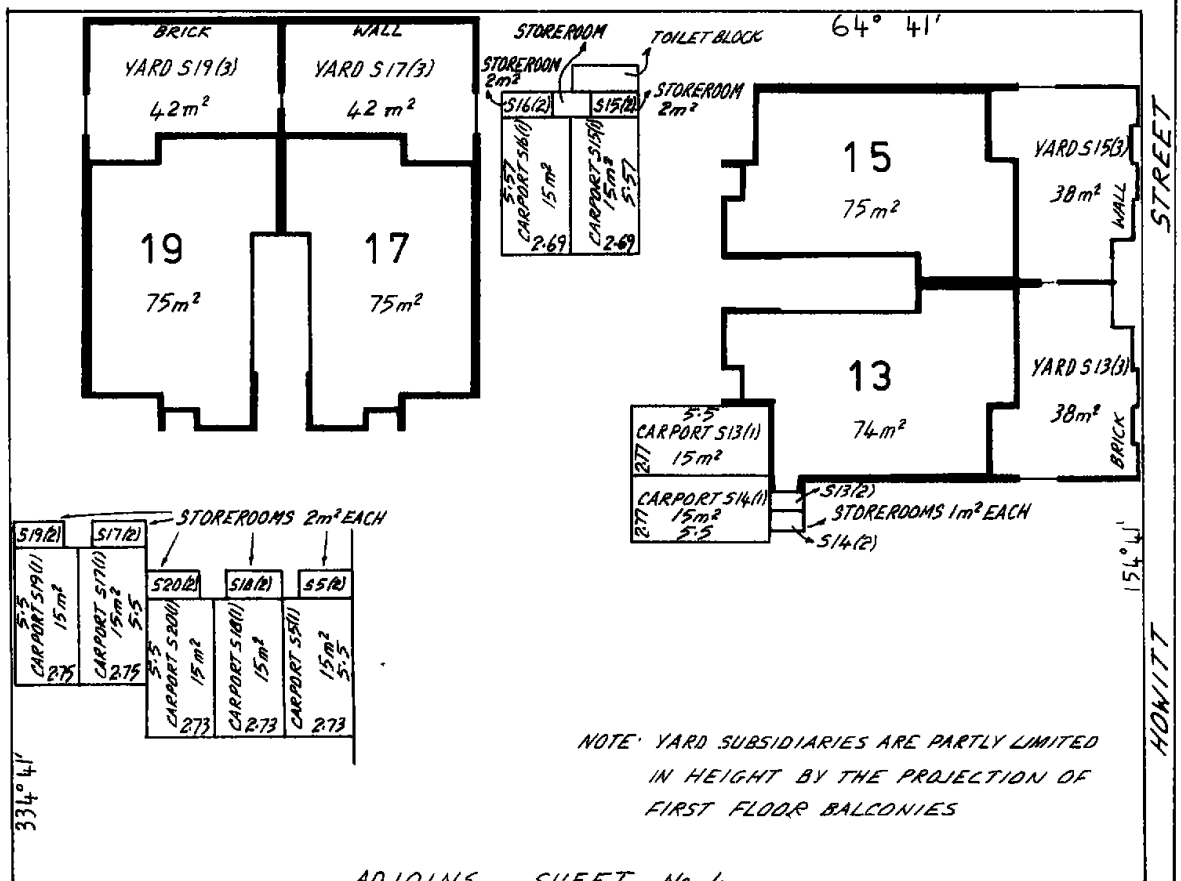
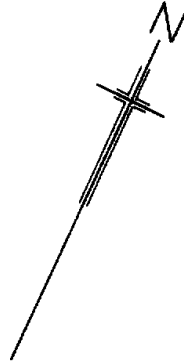
Block... 38, Section... 19, Division of... KINGSTON

FLOOR PLAN

(1) GROUND

CLASS 'A' UNITS &
UNIT SUBSIDIARIES

Number of floor



ADJOINS SHEET No 4

Scale: 1:250 0 5 10 METRES

[Signature]
Applicant

[Signature]
DELEGATE FOR MINISTER OF STATE FOR TERRITORIES

FORM 3

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 410

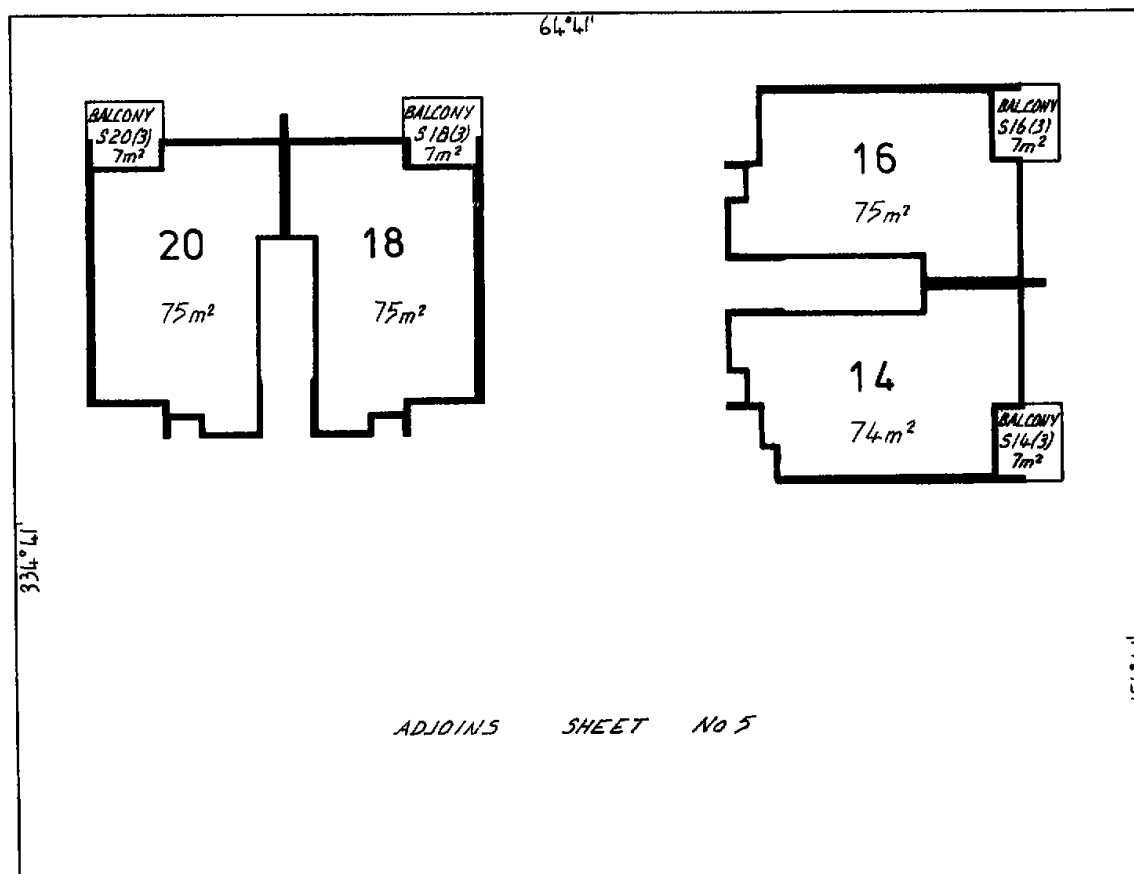
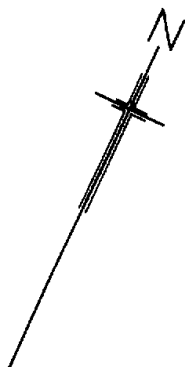
Block 38, Section 19, Division of KINGSTON

FLOOR PLAN

(1) FIRST

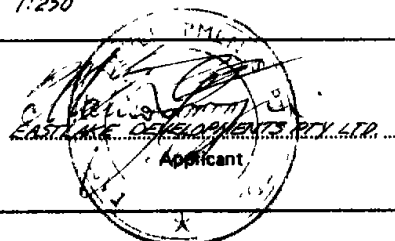
CLASS 'A' UNITS &
UNIT SUBSIDIARIES

1) Number of floor



ADDI'N'S SHEET No 5

Scale. 1:250 0 5 10 METRES



[Signature]
DELEGATE FOR MINISTER OF STATE FOR TERRITORIES

FORM 4

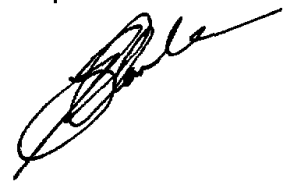
Real Property (Unit Titles) Ordinance 1970

UNITS PLAN NO. 410

Block 38 Section 19 Division of KINGSTON

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

1. In this schedule "unit" means the leased land and the building and other improvements constructed or to be constructed on a part of the relevant parcel shown on the Units Plan as a unit.
2. The term of the lease of each of the units expires on the eleventh day of December Two thousand and twenty three.
3. The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded.
4. Each of the Lessees of Units Nos. 1-20 inclusive covenants with the Commonwealth of Australia (hereinafter called "the Commonwealth") in respect of his relevant unit as follows:-
 - (a) to pay to the Commonwealth or to such person as may be authorised by the Commonwealth for that purpose 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 Commonwealth relating thereto and served on the Lessee;
 - (b) to use the unit for residential purposes only as a single unit private dwelling house;
 - (c) not to use any unit subsidiary to that unit as a habitation;
 - (d) not to make any structural alterations to the unit or any unit subsidiary thereto without the previous approval in writing of the Commonwealth;
 - (e) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Commonwealth the unit and any unit subsidiary to that unit;
 - (f) if and whenever the Lessee fails to maintain repair or keep in repair the unit or any unit subsidiary the Commonwealth may by notice in writing to the Lessee specifying the wants of repairs require the Lessee to effect repairs in accordance with the said notice or if the Commonwealth is of the opinion that a building part of a building or other improvement is beyond reasonable repair the Commonwealth may require the Lessee to remove a building or part of a building or other improvement and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Commonwealth may in writing allow the Lessee has not effected the said repairs or removed the said building part of the building or other improvement any person or persons duly authorised by the Commonwealth with such equipment as is necessary may enter the unit and unit subsidiary and effect the said repairs or demolish and remove the building part of the building or other improvement and all expenses incurred by the Commonwealth in effecting such repairs or



demolition and removal shall be paid by the Lessee to the Commonwealth 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 Commonwealth by the Lessee;

- (g) to permit any person or persons authorised by the Commonwealth in that behalf to enter the unit or unit subsidiary at all reasonable times and in any reasonable manner and inspect the unit and unit subsidiary;
 - (h) to pay to the Commonwealth or any statutory authority his proportion being the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Corporation to the Commonwealth or a statutory authority (but which has not been paid by the 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 City Area Leases Ordinance 1936 and the Unit Titles Ordinance 1970.
5. It is mutually covenanted and agreed by the Commonwealth and each of the Lessees of all the units as follows:-
- (a) the Lessee may at any time upon payment of all rent and other moneys due to the Commonwealth under this lease surrender this lease to the Commonwealth but subject to any law of the Territory to the contrary the Lessee shall not be entitled to receive any compensation from the Commonwealth in respect of such surrender or in respect of any improvements comprising the unit;
 - (b) that if -
 - (i) any rent 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 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 commit or suffer a breach of any other covenant contained or implied in this leasethe Commonwealth may determine this lease but without prejudice to any claim which 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;
 - (c) that acceptance of rent by the Commonwealth or a person authorised by the Commonwealth for that purpose during or after any period referred to in paragraph (b) of this clause shall not prevent or impede the exercise by the Commonwealth of the powers conferred on it by paragraph (b) of this clause;
 - (d) that any extension of terms for all the leases shall be in accordance with the provisions of the Unit Titles Ordinance 1970;
 - (e) 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 Minister and delivered to or sent in a prepaid letter addressed to the Lessee at the unit or at its registered office or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the unit;
 - (f) any and every right power and or remedy conferred on the Commonwealth hereunder or implied by law may be exercised on behalf of the Commonwealth by the Minister of State of the Commonwealth for the time being administering the City Area Leases Ordinance 1936 or any Statute or



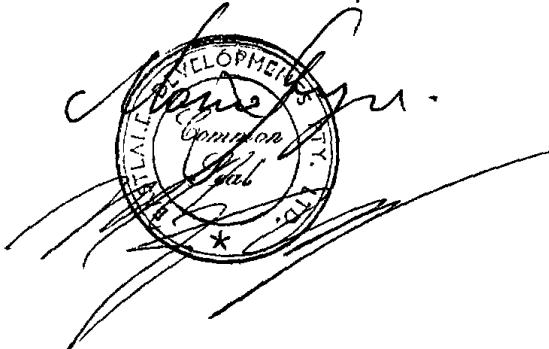
Ordinance substituted for that Ordinance or the member of the Executive Council of the Commonwealth for the time being performing the duties of the Minister and includes an authority or person for the time being authorised by the Minister or by law to exercise the powers and functions of the Minister under that Ordinance or any Statute or Ordinance substituted for that Ordinance;

(g) if the Lessee shall -

- (i) consist of one person the word "Lessee" shall where the context so admits or requires be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
- (ii) consist of two or more persons the word "Lessee" shall where the context so admits or requires in the case of a tenancy in common be deemed to include the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and the executors administrators and assigns of the survivor of them;
- (iii) be a corporation the word "Lessee" shall where the context so admits or requires be deemed to include such corporation and its successors and assigns.

6. Each of the Lessees of Units Nos. 1-20 inclusive acknowledges that the building or buildings erected on the parcel of land defined as Block 38 Section 19 Division of KINGSTON on Deposited Plan Number 6511 in the office of the Registrar of Titles at Canberra in the Australian Capital Territory shall contain not more than twenty residential units in total.

DATED the TWENTY SEVENTH day of AUGUST 1986



Applicant



Delegate of the Minister of State
for Territories

FORM 5

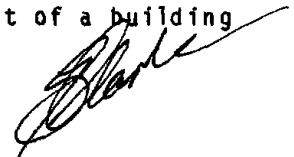
Real Property (Unit Titles) Ordinance 1970

UNITS PLAN NO. 410

Block 38 Section 19 Division of KINGSTON

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

1. In this schedule "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances.
2. The term of the lease expires on the eleventh of December Two thousand and twenty three.
3. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
4. The Proprietors Units Plan No. 410 (hereinafter called "the Corporation") covenants with the Commonwealth of Australia (hereinafter called "the Commonwealth") as follows:-
 - (a) to pay to the Commonwealth or to such person as may be authorised by the Commonwealth for that purpose 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 Commonwealth relating thereto and served on the Corporation;
 - (b) to use the common property for the purpose of performing its duties exercising its powers and performing its functions imposed or conferred on it by the Unit Titles Ordinance;
 - (c) not to erect any building or make any structural alterations in any building or part of a building or other improvements on the common property without the previous approval in writing of the Commonwealth;
 - (d) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Commonwealth all buildings parts of buildings landscaping storage areas covered car parking hardstanding car parking adequately illuminated vehicle access roads 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;
 - (e) except where necessary for compliance with paragraph (d) of this clause 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 Commonwealth;
 - (f) if and whenever the Corporation fails to maintain repair or keep in repair any building part of a building landscaping storage areas covered car parking hardstanding car parking adequately illuminated vehicle access roads and vehicle access drives or other improvements on the common property or to repair or keep in good working order the services or any parts thereof situated in or on the land forming the common property the Commonwealth may by notice in writing to the Corporation specifying the wants of repairs require the Corporation to effect repairs in accordance with the said notice or if the Commonwealth is of the opinion that a building part of a building or other improvement or any part or parts of the services are beyond reasonable repair the Commonwealth may require the Corporation to remove a building part of a building



or improvement or to replace the part or parts of the services and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Commonwealth may in writing allow the Corporation has not effected the said repairs or removed the said building part of the building or the improvement or replaced the part or parts of the services any person or persons duly authorised by the Commonwealth with such equipment as is necessary may enter the common property and effect the said repairs or demolish and remove the building part of the building or the improvement or replace the part or parts of the service and all expenses incurred by the Commonwealth in effecting such repairs or demolition or removal or replacement shall be paid by the Corporation to the Commonwealth 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 Commonwealth by the Corporation;

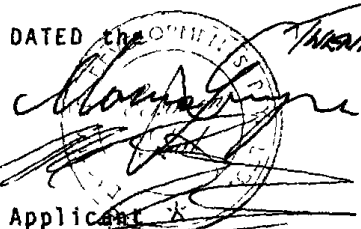
- (g) to permit any person or persons authorised by the Commonwealth in that behalf to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the land forming the common property.

5. It is mutually covenanted and agreed by the Commonwealth and the 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 Commonwealth may determine this lease but without prejudice to any claim which the Commonwealth may have against the Corporation in respect of any breach of the covenants on the part of the Corporation to be observed or performed;
- (b) that acceptance of rent by the Commonwealth or a person authorised by the Commonwealth for that purpose during or after the period referred to in paragraph (a) of this clause shall not prevent or impede the exercise by the Commonwealth of the powers conferred on it by paragraph (a) of this clause;
- (c) that any extension of terms for all the leases shall be in accordance with the provisions of the Unit Titles Ordinance 1970;
- (d) any and every right power and or remedy conferred on the Commonwealth hereunder or implied by law may be exercised on behalf of the Commonwealth by the Minister of State of the Commonwealth for the time being administering the City Area Leases Ordinance 1936 or any Statute or Ordinance substituted for that Ordinance or the member of the Executive Council of the Commonwealth for the time being performing the duties of the Minister and includes an authority or person for the time being authorised by the Minister or by law to exercise the powers and functions of the Minister under that Ordinance or any Statute or Ordinance substituted for that Ordinance.

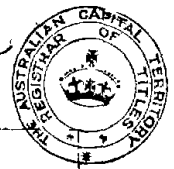
6. The Proprietors - Units Plan No. 410 acknowledge that the building or buildings erected on the parcel of land defined as Block 38 Section 19 Division of KINGSTON on Deposited Plan Number 6511 in the office of the Registrar of Titles at Canberra in the Australian Capital Territory shall contain not more than twenty residential units in total.

DATED the THIRTY SEVENTH day of AUGUST 19 86

Applicant * Delegate of the Minister of State
for Territories

Kelen Drew
H. DREW Deputy
Registrar of Titles



No. 571574 Certified copy of a special
Resolution altering the names of the
concession has been produced and
special resolution is hereby registered

Entered 22nd April 1987 at ten o'clock in
the fore noon



S. ROBERTSON Deputy
Registrar of Titles

No. 619857 The Proprietors of Units
Plan No. 410 have changed their
address for service of Documents to PO

Box 36 DUFFY ACT 2611-

Entered 25 July 1988 at Ten o'clock in
the fore noon



M. A. RYAN Deputy
Registrar of Titles

No. 731058 The Proprietors of Units
Plan No. 410 have changed their
address for service of Documents to
PO Box 3336
WESTON ACT 2611

Entered MAY 11 at ten o'clock in
the fore noon

A. J. TAYLOR Deputy
Registrar of Titles

Volume 1022 Folio 71 Edition 2

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Kingston Section 19 Block 38 on Deposited Plan 6511 with 20 units on Unit Plan 410

Lease commenced on 23/03/2001, terminating on 22/03/2100

COMMON PROPERTY

Proprietor

The Owners - Units Plan No 410

C/ Link Strata Management PO Box 154, CURTIN ACT 2605

REGISTERED ENCUMBRANCES AND INTERESTS

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

Registered Date	Dealing Number	Description
22/04/1987	571574	Special Resolution Altering Articles
31/05/2001	1205536	Determination of Unit Lease
17/06/2002	1266384	Special Resolution Altering Articles
07/07/2006	1479661	Application to Note Special Resolution
18/06/2007	1527956	Application to Note Special Resolution
05/01/2010	1664124	Application to Note Special Resolution
02/11/2012	1826631	Application to Note Special Resolution - Refer Instrument
24/10/2023	3273980	Application to Note Special Resolution
19/03/2024	3302969	Application to Note Special Resolution - Refer Instrument

End of interests

Minutes of Executive Committee Meeting held on 3 August 2022 at 5:00pm

Present:

Ashlee Uren Chair
Robecca Cunningham
Alison Tinker Secretary

General Business

1. **Insurance quote.** Lowest quote received to be accepted by 12 Aug 2022. ACTION Tinker.
2. **Quote for Damp Investigation.** Three quotes have been received to investigate damp issues, \$1800, \$800 and \$2500. A new quote to be obtained. ACTION Uren.
3. **Routine gardening maintenance.** Retain current gardener. Open quote request to be closed. Should we lose the services of the current gardener, the budget for gardening may need to be increased.
4. **Driveway repairs.** Seek update from Link Strata re quote from PJG Frawley Construction. ACTION Uren.
5. **Facia Unit 16.** Requires replacement and painting. Quotes to be confirmed by Link Strata. ACTION Uren.
6. **Intercoms.** Company to be engaged to inspect and reconfirm scope for quote. ACTION Cunningham.
7. **Unit 16 Tiles.** Quote required for tiles and roof repairs. ACTION Uren.
8. **Unit 20 Skylight.** Quote required to repair leaking skylight. ACTION Uren.
9. **Unit 10 Leak.** Quote required to investigate leak. Same company to quote for Unit 16, 20 and 10. ACTION Uren.
10. **Broken Fluorescent Light.** Link Strata to be directed to undertake replacement. ACTION Uren.
11. **Documentation.** All documentation will be placed on Teams, including EC agendas and minutes of meetings. Document structure to be developed. ACTION Uren.
12. **Foyer Signage.** Signage (stickers) for each Unit 'block' with Unit numbers and 'slippery when wet' to be purchased up to the cost of \$200. ACTION Uren.
13. **Revised Occupancy Rules.** The current occupancy rules are not enforceable and require a complete review. New rules to be drafted and once endorsed by the EC, circulated to

all owners for a vote by a due date (to be determined). New rules to be registered once finalised. ACTION Uren.

14. **Garden Committee.** EOs to be requested to form a Gardening Sub Committee. One item to be included for consideration is proposal for a bike rack /storage location on common property. ACTION Uren.

15. Meeting was closed at 7:00pm. Future meetings to be scheduled for the first Wednesday of each month. The next meeting will be held on 7 September.

Minutes of Executive Committee Meeting Nereida Gardens 33 Dawes St Kingston ACT 2604 held on 14 September 2022 at 6:00pm

Present:

Ashlee Uren Chair Unit

Robecca Cunningham Unit

Alison Tinker Secretary Unit 13

Minutes from last meeting 3 August 22

1. As the minutes were not circulated until 2 August, the Executive Committee (EC) will review and provide confirmation prior to the next meeting. Future minutes are to be circulated to owners within 14 days of meetings in accordance with s 2.1(2) of the Unit Titles (Management) Act. ACTION Uren, Cunningham, Tinker.

Update – shared records storage

2. All documentation will be placed on Google instead of Teams as there is no cost. EC agendas, minutes of meetings and Gardening Sub Committee invites are stored. There is a link for open quotes and they will reviewed fortnightly.

Update – broken fence U15

3. Existing fence and gate repairs require 50% payment by owner, 50% by Body Corporate (BC). Upgrades to fences and/or gates are 100% owner cost. Unit 15 repairs are for an existing fence so Charnee Link Strata Management has confirmed 50% will be funded by the BC.

Review and accept quotes

4. **Driveway repairs.** Scope of quote from PJG Frawley to be confirmed. Blending of pavers was agreed to. Pavers offered by Unit 1 are not required and owner is to remove or dispose of their excess pavers at their own cost. EC agreed to accept quote and schedule work. ACTION Uren.

5. **Broken Fluorescent Light.** EC agreed to the cheapest quote (\$239) obtained by Link Strata to replace broken light in carpark.

6. **Balconies.** Two revised quotes have been received to complete the balcony repairs. Hyde \$7,046 per balcony including \$30/m2 tile allowance; lift, move and re-position air conditioners; Ardex 100. Décor \$3,220 including \$45/m2 tile allowance or \$3,920 including \$45/m2 tile allowance; Ardex 100; external party required to move air conditioners. CUNNINGHAM raised concerns that the Owners Corporation should not be responsible for removing and replacing air conditioners as this exposes the Owners Corporation to unnecessary and indeterminate risk. TINKER and Uren noted that the Hyde quote included setting airconditioners to one side. This avoided logistical challenges and additional costs involved with engaging a separate tradesperson to handle the airconditioning units for each balcony. Tinker considered the Hyde quote should be proceeded with to avoid further delays. CUNNINGHAM disagreed, the workscope for both

contractors was the same and as Hyde was around double the cost of Décor, the additional expense was unjustified and likely to be beyond the budget allocated for the work. CUNNINGHAM also noted concerns that if a tiler handled air conditioners this would likely be beyond the scope of his tiling licence. Uren stated she would also be comfortable proceeding with the Hyde quote but considered it would be useful to get more information, by 30 September, to inform the decision at the next EC meeting.

ACTION Uren to clarify with Hyde that they do not need to disconnect the air conditioners and the method proposed.

ACTION Uren to obtain third quote.

ACTION Uren to clarify with Hyde the quote, not including tile removal noting most balconies are not tiled.

ACTION Uren to draft a letter to the owners regarding the balcony repairs.

ACTION Cunningham to obtain quote from an electrician to move and re-position the air conditioners.

It was agreed to consider all information, including clarifications and new quotes, in entirety by end of month and at the next meeting to make a decision about preferred quote.

7. **Facia Unit 16.** A quote to replace and paint the Unit 16 facia and to paint facia for the remainder of the complex is expected to be received by Link Strata next week.

ONGOING/ACTION Uren.

Updates on other work

8. **Intercoms.** Company has not yet been engaged to inspect and reconfirm scope for quote. ONGOING/ACTION Cunningham to contact the company and arrange inspection to reconfirm workscope before proceeding to replace intercom in block of units 5-8.

9. **Foyer Signage.** Signage (stickers) for each Unit 'block' with Unit numbers and 'slippery when wet' have been ordered at a cost of approximately \$17 / sticker (TBC).

ONGOING/ACTION Uren.

10. **Damp Investigations quotes.** In addition to the three quotes already received to investigate damp issues (\$1800, \$800 and \$2500) a new quote is still to be obtained from Powerhouse Engineering. ONGOING/ACTION Uren.

Upcoming work

11. **Roof, skylight, leak and tiles repairs.** No quotes have been obtained yet for the tiles and roof repairs, Unit 20 leaking skylight, or the Unit 10 leak. Link Strata advises of significant delay time with tradespeople for roof repairs at present. ONGOING/ACTION Uren.

12. **Painting fascia whole complex.** As detailed in paragraph 7, a quote to replace and paint the Unit 16 facia and to paint facia for the remainder of the complex is expected to be received by Link Strata next week. ONGOING/ACTION Uren.

Garden Committee

13. EOIs to form a Gardening Sub Committee have been received from Units 7 and 19. They are to present proposals, including bike rack/storage, to the EC for consideration.

ONGOING/ACTION Uren.

Revised Occupancy Rules

Draft rules to be finalised and sent to the EC for endorsement prior to circulation to the owners for consideration a vote by a due date (to be determined). New rules to be registered once finalised. ONGOING/ACTION Uren.

Other business

14. **EC bulletin.** It was agreed an EC Bulletin would be circulated to the owners on an as required basis to keep owners and tenants informed and to encourage participation where applicable. The first bulletin will include details of the upcoming driveway repairs. ACTION Uren.

Closing and next meeting

15. Meeting was closed at 7:30pm. The next meeting will be held on Wednesday 5 October.

Minutes of Executive Committee Meeting Nereida Gardens 33 Dawes St Kingston ACT 2604 held on 11 January 2023 at 6:00pm AEDT

Present:

Ashlee Uren Chair Unit 10

Alison Tinker Secretary Unit 13

Minutes from last meeting 14 December 22

1. Unit 9 requested that paragraph 22 from the minutes of the last meeting be amended. The EC accepted an amendment of the minutes to 'sought information on the process for alterations and raised other issues'.

Updates on work

2. **Locksmith for broken common property doors.** ASI have replaced the locks to the storage room and toilet and provided two sets of keys. One set will be retained by Link Strata and the other by the EC Chair.

3. **Entrance decals.** Decals have been received and remaining four will be put in place by the EC Chair. ACTION Uren.

4. **Foyer window cleaning.** The cleaning has been completed.

5. **Plumbing.** The quote from Level Plumbing (\$3,520 CCTV of common drainage and storm water; inspection of all gutters and downpipes; diagnostics and provision of report) has been accepted; awaiting to be engaged to undertake work. ACTION Link Strata.

6. **Damp Investigations.** The quote from Coot Consulting Engineers (\$1,980 for inspection of five units and provision of an Initial Engineering Report, summarising the concluded cause of water ingress/damp issues and recommended action) had been circulated by Link Strata to owners for feedback or objections with one owner objecting on the basis the work be completed in winter instead of summer. No other feedback was received. The EC agreed to accept the quote and schedule the work for June. ACTION Link Strata.

7. **Facia painting and repairs (around the complex including Unit 16).** Link Strata is yet to receive a second quote, to be presented at next AGM. ACTION Link Strata.

8. **Balcony balustrade repairs.** Link Strata is yet to receive quotes for repair of existing timber balustrades and for aluminium balustrades (as an option to upgrade from timber) for consideration at the next AGM. ONGOING Link Strata.

9. **Rules update.** The draft revised occupancy rules were sent by Link Strata to all owners for consideration with responses due 30 January 2023. One response has been received. Link Strata will send a reminder email and the EC Chair will conduct a door knock to remind owners their views have been sought and encourage them to have their say. ACTION Link Strata/Uren.

10. **Intercoms.** The survey on intercoms was sent by Link Strata to all owners for consideration with responses due 30 January 2023. Four responses have been received. Link Strata will send a reminder email and the EC Chair will conduct a door knock to remind owners their views have been sought and encourage them to have their say. ACTION Link Strata/Uren.

11. **Cleaning of storage room.** Link Strata is yet to receive a quote to have the storage room cleaned. ACTION Link Strata.

12. **Arborist.** Link Strata is yet to receive a quote to ascertain tree health, prune and inspect shoots from the elm trees. ACTION Link Strata.

13. **Bollard installation to protect lawn.** Link Strata is working with SALT to replace the damaged lawn and obtain quotes for new bollards to be placed around the area to avoid future damage to the verge, noting several bollards are no longer in place. ACTION Link Strata.

Review and accept quotes

14. **Balcony works.** The preferred company for the balcony works, Dekor, has now gone out of business. Hyde were considered too expensive. Uren provided an update on the quotes received. The EC agreed in principal to accept the Equinox quote (\$3,500 per balcony excluding removal of air conditioning) provided they completed the work following the same steps as Dekor had originally quoted on. ACTION Link Strata.

15. **Additional driveway repairs.** Uren advised that PJG Frawley have completed the work and the invoice of \$7,865 has been received. ACTION Link Strata to pay invoice. **Further driveway pothole.** After the driveways repairs had been completed the EC was notified of another pothole in the driveway. It was noted that \$6,000 had been allocated to repair pavers and this had already been exceeded by \$1,865. However, it was also noted that the maintenance plan for 2023-2024 includes costs of repairs to bitumen and the work done this year may mean that the budget for next year may not need to be expended. The EC agreed Link Strata to obtain quote for repair in 2023. ACTION Link Strata.

New quotes

16. **Lawyer review of rules.** Link Strata to obtain two quotes for legal review of updated rules as allocated at the 2021 and 2022 AGMs. ACTION Link Strata.

17. **Pesticides.** One owner has requested the complex be treated for spiders, termites, rats and mice. Noting pest inspection and control is included in the administrative fund budget, Link Strata to obtain quotes for this. ACTION Link Strata.

Financial report

18. **Review of budgets and expenditure.** There was \$67,830 allocated in the Budget for Administrative Fund income and expenditure. \$1,100 total of the \$2,500 allocated for general maintenance has been expended. This was on repairing the locks to the common property

doors and repairing the electrical box for security and safety purposes, as well as cleaning the foyer windows. While figures need to be checked against Link Strata records, and include routine expenditure such as for gardening and cleaning, this suggests expenditure from the Admin Fund will be on budget. For the Sinking Fund, there was \$48,000 included for expenditure in the proposed annual budget; \$7,850 has already been spent on the driveway repairs and \$13,350 is expected to be spent on balconies work. Expenditure is also expected for the other budgeted items (arborist, plumbing maintenance, and remedial works including damp investigations). This suggests expenditure from the Sinking Fund will be in line with the annual sinking fund budget.

19. **Preparation for AGM.** Link Strata to start preparing the financial statements and budget for the next AGM, including the provision of an updated Sinking Fund plan as per item four of the last AGM. ACTION Link Strata.

Preparations for Special General Meeting for intercoms and house rules

20. **Notice.** Link Strata to prepare a notice of the Special General Meeting. ACTION Link Strata.

21. **Agenda.** Once survey feedback has been received, Link Strata to prepare an agenda. ACTION Link Strata.

22. **Guidance for erections and alterations.** The EC noted that in the earlier discussion with the EC and Link Strata on the rules review for Nereida Gardens (24 November 2022), Link Strata noted that other owners corporations have guidance for how the EC comes to decisions on erections and alterations as a way of supplementing the rules. The EC discussed a draft Guidance document, to be considered by owners at the SGM alongside the Rules. ONGOING Link Strata/Uren.

Other business

23. **Attendance at EC meeting by owner Unit 9.** A dial-in number was sent on the morning of Wednesday 11 January to the owner of Unit 9, who had expressed an interest in attendance at the EC meeting. The owner did not attend the meeting. The Chair will ask Link Strata to contact the owner via post as the owner's preferred method of communication, seeking information on issues variously raised by the owner so the EC can understand the issues raised and action as appropriate.

24. **Garden Committee.** EC agreed to EC Chair to meet Garden Committee on site and conduct a walk-through of the garden, discuss initial ideas and next steps, in order to take a plan to the AGM.

25. **EC bulletin.** The EC Bulletin has been finalised and is to be circulated to the owners. ACTION Link Strata.

Closing and next meeting

26. The meeting was closed at 7:35pm. The next meeting will be held on Wednesday 1 February at 6:00pm.

**Alison Tinker****Ashlee Uren****25 January 2022****25 January 2022**

Minutes of Executive Committee Meeting Nereida Gardens 33 Dawes St Kingston ACT 2604 held on 13 October 2022 at 6:00pm

Present:

Ashlee Uren Chair Unit 10

Robecca Cunningham Unit 5

Alison Tinker Secretary Unit 13

Minutes from last meeting 15 September 22

1. The signed minutes had been circulated on 5 October. They were accepted by Uren; Cunningham had not been able to mark up amendments as minutes were circulated in PDF. Cunningham requested a word version be provided to facilitate amendments. ACTION Tinker, Cunningham.

Broken Fluorescent Light

2. Uren confirmed the broken fluorescent light had been repaired. CLOSED.

Fire extinguisher repairs

3. Uren confirmed the fire extinguisher maintenance had been completed. CLOSED.

Garden Sub Committee welcome

4. Units 7 and 19 have offered to form the Gardening Sub Committee. Uren confirmed Link Strata (Charnee) had sent one welcome letter with one still to send. ONGOING/ACTION Link Strata.

Balcony works

5. Uren circulated a paper prior to the Executive Committee (EC) meeting on the quotes received for balconies works, to assist in the EC's consideration. The status of quotes received is:

- a. Hyde \$7,046 per balcony including tile removal, \$30/m² tile allowance; lift, move and re-position air conditioners; Ardex 100. A revised quote had been sought (from Hyde) to complete the balcony repairs, removing the cost of tile removal in the quote, which was not required for most balconies. Hyde had not provided a revised quote since the last meeting.
- b. Décor \$3,220 including \$45/m² tile allowance or \$3,920 including \$45/m² tile allowance; Ardex 100; external party required to move air conditioners. Dekor has recommended a company they work with to remove air conditioning. Uren has contacted the company for an informal quote, but has not received a quote yet. Uren has received an informal quote from another qualified tradesperson for the cost of approximately \$750 per unit.

- c. Equinox – a quote has been sought but not provided yet as Equinox had been unable to get access to an un-tiled balcony to assess.

6. The EC discussed the quotes received. TINKER stated it was important for this work to proceed promptly. CUNNINGHAM was concerned that the Owners Corporation was assuming unnecessary risk by arranging for the removal and reinstallation of the air conditioning units. CUNNINGHAM suggested alternatives to reduce risk to the Owners Corporation including requesting owners to remove and reinstall air conditioning units, or providing owners with an allowance to make arrangements for relocating air conditioning units. CUNNINGHAM noted for the record concerns that in being responsible for disconnecting owners' air conditioners the Owners Corporation may also become responsible for any damage to air conditioning units and potential additional costs associated with rectifying electrical compliance issues in individual units, and other unknown risks. Other members of the EC were concerned with the time required to make arrangements with individual owners which would delay the commencement of the works and place a burden on the EC. Uren disagreed that risks about electrical compliance or other unknown risks was a likely outcome and stated there were risks involved in seeking to require owners to arrange air conditioning removal and reinstallation at their own initiative. Uren suggested, to mitigate against perceived risks, owners could be sent an email clarifying that while the EC was arranging for air conditioners to be removed as part of the balcony works in good faith, air conditioning units and any incidental damage remained the responsibility of owners and that an email had been drafted for the EC's consideration as part of the paper circulated for discussion. CUNNINGHAM stated that the risks were not limited to the air conditioners, but may flow from compliance upgrades which may be required to air conditioning units or individual unit infrastructure which may be required before air conditioning units are reinstalled.

7. The EC noted previous EC discussions, and AGM records, in which there was agreement that air conditioning units were the responsibility of owners. The EC agreed in principle that the lowest quote from Dekor would be the best option, provided the EC could receive a formal quote for the removal of the air conditioning units that was below the cost of \$1000 per unit. However, there remained disagreement about whether the Body Corporate or owners would be responsible for arranging for the removal and reinstallation of air conditioning units.

8. Concerns were raised by CUNNINGHAM that proceeding with Hyde was an excessive cost, more than double that of the alternative contractor. CUNNINGHAM noted that this quote exceeded previous quotes on which the budget was based.

9. The EC discussed the number of balconies which would be tiled simultaneously by the proposed contractor. CUNNINGHAM suggested that the EC proceed with tiling one balcony, and if satisfied with the quality of work, it could then elect to proceed with additional works, other members disagreed. Other members stated that the three balconies that were to be tiled this financial year should be tiled simultaneously and additional quotes were unnecessary. CUNNINGHAM noted that additional quotes would only be required should the EC decide not to proceed with the first contractor, presumably because there were quality issues with the work of this contractor. CUNNINGHAM suggested that it would be prudent to award tiling of one balcony initially to ensure that the quality of work was satisfactory before committing to further work.

ACTION Uren to seek formal quote from Dekor's recommended tradesperson to assess costs involved for the temporary removal of air conditioning units for EC consideration.

ACTION Link Strata to liaise with tenants or owners in un-tiled balcony units to obtain third quote from Equinox.

ACTION Link Strata to continue to follow up with Hyde, to clarify with Hyde the quote, not including tile removal noting most balconies are not tiled.

Foyer Signage

10. Uren confirmed one window decal was initially ordered to confirm suitability. Remaining decals have now been ordered. Cost for each decal was \$12.99, plus postage. Decals will be applied to foyer entries once additional decals have arrived. Uren to provide receipts for reimbursement. ONGOING/ACTION Uren.

Roof, skylight, leak and tiles repairs

11. Uren advised quotes have not yet been received for the tiles and roof repairs, Unit 20 leaking skylight, or the Unit 10 leak. Uren noted the significant delay of tradespersons, particular roof tradespersons and will continue to follow up. ONGOING/ACTION Uren.

Damp Investigations quotes

12. Uren advised the additional quote from Powerhouse Engineering has not yet been received. Existing quotes to investigate damp issues are \$1800, \$800 and \$2500. ONGOING/ACTION Uren.

Facia painting and repairs (including Unit 16)

13. Uren advised the painters had confirmed it is more cost effective to paint the whole complex rather than individual units, on an as required basis. The painters had also noted that repairs were required to the fascia, woodwork and soffits and possible water damage resolved before paintworks should proceed. The EC agreed to pursue this in 2024 as scheduled in the budget, following required repairs. The EC agreed to request Link Strata obtain a quote for the repairs to balustrades required now (including Unit 16) and also a quote for them to be replaced with aluminium to reduce ongoing maintenance. Once received, the EC will consider the quotes for decision at the AGM whether the balustrades are repaired or replaced. ONGOING/ACTION Uren, Link Strata.

Arborist

14. The EC discussed the current budget of \$5,000 and agreed to seek advice from Link Strata on what work is required under this item in the maintenance plan for this year. ACTION Uren.

Plumbing and water run-off/drainage maintenance

15. The EC discussed the current budget of \$3,000 and agreed to request Link Strata obtain a quote for investigation of the sewer and stormwater pipe network. Specifically this did not

include gutters and downpipes. Cunningham stated that there was little point in investigations above ground infrastructure if the pipe network below ground was not adequate and could not convey water. Once the stormwater/sewer network has been investigated and issues resolved the EC would consider the gutters/downpipe problems which feed into the drainage system. No agreement was reached to consider downpipes/gutters at this stage, although it was noted future work was likely. CUNNINGHAM suggested that CCTV could be used to investigate the condition of both the sewer and stormwater network. The EC agreed to clarify the purpose of the allocated budget for plumbing work with Link Strata. ACTION Uren/Link Strata.

Driveway repairs

16. Uren advised that since receiving the quote from PJG Frawley additional pavers in the driveway have lifted and there is now also a large hole in the bitumen. The EC had accepted the current quote at the last EC meeting, and Uren is now liaising with PJG Frawley to schedule the work. The EC agreed to seek an additional quote for the extra repairs to be considered at the next EC, to be undertaken by PJG Frawley at the same time, to avoid further delays. CUNNINGHAM suggested that Uren approach contractors experienced in paving in trafficked areas to ensure compaction was sufficient to limit future damage to the driveway by trucks. Cunningham stated that PJG Frawley had initially been approached due to their experience in compacting under paving in trafficked areas as an engineering rather than a landscaping company. Uren noted that there had been several discussions with PJG Frawley regarding their experience and she was satisfied PJG Frawley has sufficient experience to undertake the work. ACTION Uren.

Electrical box

17. The EC discussed the electrical box at Units 9-12 that is exposed to the elements due to a faulty door and agreed to request Link Strata engage a handyman to repair the door. ACTION Uren/Link Strata.

Storage area/toilet block

18. Uren advised that the storage area on common property was unlocked, contained a hot water system and required removal of rubbish, including old tiles and stairs, and cleaning; the toilet on common property was locked. The EC agreed to request Link Strata to engage: a locksmith to re-key the storage room and toilet; a handyman to remove the rubbish and inspect the hot water system; and the current cleaner to clean the area once this work is completed. ACTION Uren/Link Strata.

Deep cleaning of foyers

19. A unit owner had sought advice on the frequency of the cleaning of the foyer windows above the doors. The scope of works for the cleaner includes biannual cleaning of this section of the windows. The EC agreed to request that Link Strata address this with the cleaner. ACTION Uren/Link Strata.

Budget/sinking fund – balcony works

20. CUNNINGHAM advised that expenses had been allocated to undertake the balcony repairs over a number of years, however, additional funds had not been raised to these works. CUNNINGHAM stated that the statement at the AGM that the Owners Corporation had been 'saving funds for balcony works for years' was therefore incorrect based on review of the financial records. CUNNINGHAM stated that the sinking fund levies were only sufficient to cover the costs identified in the sinking fund plan and the lack of maintenance had resulted in the balance of the sinking fund which was now available. CUNNINGHAM identified that special levies were required to fund works beyond costs identified in the sinking fund otherwise there would not be sufficient funds to complete the maintenance programmed in the sinking fund plan. Further, available funds in the sinking fund are a result of maintenance that has not been undertaken. CUNNINGHAM proposed that expenditure on the balconies should not proceed until the funding for it is reviewed in the context of other works/maintenance required in the complex. This would ensure that adequate funds were available to complete works required.

21. Uren proposed to the EC that the balcony works be progressed as agreed to at the AGM and at the next AGM, the requirement to raise a sinking fund for further balcony works be reviewed and tabled in the context of the sinking fund balance and overall maintenance costs and requirements. Uren and Tinker agreed with this course of action; Cunningham agreed subject to the EC continuing to progress maintenance identified in the sinking fund plan; motion carried.

Intercoms

22. Uren circulated a note with some questions regarding maintenance obligations of intercoms for discussion. Uren acknowledged it was agreed at the last AGM to fund the replacement of the existing intercoms infrastructure in Units 5, 6, 7 and 8. Uren noted however, that on review of past minutes, the 2007 AGM Minutes record that "the owners discussed intercoms and the fact" the intercoms were privately installed and agreed additional intercoms in blocks without intercoms were to be funded at owners' expense. CUNNINGHAM noted for the record that the statement by an unknown owner at an AGM that intercoms were privately installed was not supported by any other evidence. CUNNINGHAM also noted that the intercom in unit 5 was in place in 1997 when the unit was purchased. Having reviewed the contract of sale there is no evidence the intercom servicing unit 5 was privately owned. Cunningham stated for the record that she is not aware of anything on the register to suggest intercoms are privately owned. Uren expressed concern that, on the basis of the information available, in her view there is a reasonable interpretation that it is unclear whether the Owners Corporation had maintenance obligations under section 24 of the Unit Titles (Management) Act, as the infrastructure is not for the possible benefit of all units. Uren also expressed concern that this expenditure would necessitate ongoing funding by all Unit owners for maintenance of intercoms provided only to units 5, 6, 7 and 8 and block 17-20. Uren also stated should the Owners Corporation agree for intercoms to be installed in blocks without intercoms, it would not be clear whether that should be at owners' expense (on the basis of the 2007 AGM Minutes) or funded by the Owners Corporation (if the Owners Corporation funds repairs to existing infrastructure). Uren stated it was important to get clarity over these issues, without causing unnecessary delays. CUNNINGHAM stated that the issue was maintenance of existing intercoms.

23. Cunningham requested the repairs go ahead without further delay as was agreed at the AGM. Cunningham referred to the paper prepared by Uren and stated that there was no basis

for intercoms to be considered owners' responsibility. Tinker was in agreeance with Uren that although the repairs had been agreed to at the AGM, the ongoing liability and cost for an item that benefited four units in two blocks, eight units in total, within the complex had not been adequately explained or considered. It was discussed that intercoms in the two unit blocks were installed at separate times.

24. Uren made suggestions as to how the EC could clarify this issue, including seeking legal advice when a lawyer is consulted as part of the upcoming Rules Review; progressing quickly to a Special General Meeting to have an ordinary resolution to install intercoms in other blocks so any concerns about equity in terms of maintenance obligations are superseded; consider registering a special privilege, including making a case for the Owners Corporation to finance it for the first replacement, with the owners in the blocks responsible for costs thereafter. Tinker suggested the EC could take a survey of all owners about the installation of intercoms to understand preferences and inform the next steps. CUNNINGHAM raised concerns that as the intercom was on common property and was not functional, this created a difficult situation for owners in this block where infrastructure did not work and was unable to be repaired. Uren offered to continue to work on finding a solution for the issue.

25. The EC did not agree on a course of action. ACTION Uren to speak to Link Strata about the issue and consider further options to resolve, to be discussed. This matter to be discussed further at the next EC Meeting. ONGOING.

Revised Occupancy Rules

26. Uren circulated draft rules for consideration prior to the EC meeting. Uren and Tinker accepted the draft rules; Cunningham had not yet reviewed them. Carried over to the next EC meeting for endorsement prior to circulation to the owners for consideration by vote by a due date (to be determined). The new rules to be registered once finalised. ONGOING/ACTION Cunningham.

EC bulletin

27. Uren presented a draft EC Bulletin to be circulated to the owners on an as required basis. This will be finalised once details of the driveway repairs have been confirmed. ACTION Uren.

Closing and next meeting

28. The EC meeting was closed at 8:23pm. The next meeting will be held on Tuesday 1 November.

Alison.
Tinker

Digitally signed
by Alison.Tinker
Date: 2022.10.27
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Minutes of Executive Committee Meeting Nereida Gardens 33 Dawes St Kingston ACT 2604 held on 2 November 2022 at 6:20pm

Present:

Ashlee Uren Chair Unit 10

Alison Tinker Secretary Unit 13

Minutes from last meeting 13 October 22

1. Both the Chair and Secretary agreed that the minutes of the last meeting circulated on 31 October were an accurate record of the meeting (copy attached). The Chair will send a copy for finalisation to Ms Cunningham. ACTION Uren.

Executive Committee vacancy

2. As Ms Cunningham has resigned as Treasurer of the EC, it was agreed that an EOI would be sent out for a new Committee member. Link Strata has confirmed that in the interim the EC can continue with two members. The EC agreed to appoint Alison Tinker as Treasurer until the vacancy is filled. ACTION Uren.

Confirmation of current action items

3. Charnee Link Strata to:

- a. Engage cleaners to clean the foyer windows (if in scope of current agreement).
- b. Obtain a quote for a locksmith to re-key the storage room and toilet.
- c. Obtain a quote for a handyman to repair the broken door to the electrical box; and remove the rubbish from the storage room.
- d. Clarify what is included in the budgeted arborist expense of \$5,000.
- e. Scope the plumbing maintenance requirements.
- f. Obtain a quote for aluminium balustrades as an option to repair the timber for consideration at the AGM in discussions on the maintenance plan.
- g. Obtain a quote for assessment of effectiveness of storm water drainage and guttering, including Units 9 – 12.

Update on current works

Roof, skylight, leak and tiles repairs

4. Uren advised quotes still have not yet been received for the tiles and roof repairs, Unit 20 leaking skylight, or the Unit 10 leak. ONGOING/ACTION Uren.

Damp Investigations quotes

5. Uren advised Powerhouse Engineering has now advised they do not have the capacity to undertake the work. EC agreed to request Strata Link to seek another quote. ONGOING/ACTION Uren/Link Strata.

Driveway repairs

6. Uren advised that PJG Frawley are yet to schedule the work. ONGOING.

Facia painting and repairs (including Unit 16)

7. The EC agreed to seek a second quote for painting the complex and noted one company had proposed a maintenance plan with an annual fee that will paint and repair on an as required basis for the whole complex, rather than as a once-off cost every 7-10 years. This will be presented for consideration at the next AGM for inclusion in the budget. ONGOING/ACTION Uren, Link Strata.

Balcony works

8. Uren provided an update on the progress of obtaining quotes. It was noted the balconies of Units 8, 10 and 16 are tiled.
 - a. Hyde's revised quote excluding tile removal is \$6848.60 per balcony (previous quote was \$7,046 per balcony including tile removal, \$30/m2 tile allowance; lift, move and re-position air conditioners; Ardex 100).
 - b. Décor's quote remains \$3,535 including \$45/m2 tile allowance or \$3,920 including \$45/m2 tile allowance; Ardex 100; with an external party required to move air conditioners. Uren advised that a quote still hasn't been provided by Dekor's recommended company to remove air conditioning.
 - c. Equinox still hasn't provided a quote. Uren will follow up on access for equinox.
9. The EC agreed Décor is the preferred option pending additional quote to remove air conditioning. ACTION Link Strata to obtain a third quote and follow up on air con removal quote.

Intercoms

10. The EC agreed to seek further advice on the intercoms from Link Strata on maintenance obligations and to search for any previous records on this. It was also agreed to draft a survey regarding intercoms to determine if other owners wish to have intercoms installed in blocks currently without intercoms. ACTION Uren/Link Strata.

Garden Sub Committee

11. The Gardening Sub Committee, Units 7 and 19, are to be invited to attend the next EC meeting. ACTION Link Strata.

Revised Occupancy Rules

12. The draft revised occupancy rules are to be sent to all owners for consideration with responses due 30 November. ACTION Strata Link.

EC bulletin

13. Uren presented a draft EC Bulletin to be circulated to the owners on an as required basis. This is to be circulated once the details regarding driveway repairs and associated access requirements have been incorporated. An EOI for the EC is also to be included. ACTION Uren.

Closing and next meeting

14. The EC acknowledged and thanked Ms Cunningham's contribution to the EC. The meeting was closed at 7:05pm. The next meeting will be held on Wednesday 7 December at 6:00pm.

Attachment: Minutes from last EC meeting held on 13 October 22.



Alison Tinker

6 December 2022



Ashley Uren

AHLEE

6 December 2022

20

Minutes of Executive Committee Meeting Nereida Gardens 33 Dawes St Kingston ACT 2604 held on 13 October 2022 at 6:00pm

Present:

Ashlee Uren Chair Unit 10
 Rebecca Cunningham Unit 5
 Alison Tinker Secretary Unit 13

Minutes from last meeting 15 September 22

1. The signed minutes had been circulated on 5 October. They were accepted by Uren; Cunningham had not been able to mark up amendments as minutes were circulated in PDF. Cunningham requested a word version be provided to facilitate amendments. ACTION Tinker, Cunningham.

Broken Fluorescent Light

2. Uren confirmed the broken fluorescent light had been repaired. CLOSED.

Fire extinguisher repairs

3. Uren confirmed the fire extinguisher maintenance had been completed. CLOSED.

Garden Sub Committee welcome

4. Units 7 and 19 have offered to form the Gardening Sub Committee. Uren confirmed Link Strata (Charnee) had sent one welcome letter with one still to send. ONGOING/ACTION Link Strata.

Balcony works

5. Uren circulated a paper prior to the Executive Committee (EC) meeting on the quotes received for balconies works, to assist in the EC's consideration. The status of quotes received is:

- a. Hyde \$7,046 per balcony including tile removal, \$30/m2 tile allowance; lift, move and re-position air conditioners; Ardex 100. A revised quote had been sought (from Hyde) to complete the balcony repairs, removing the cost of tile removal in the quote, which was not required for most balconies. Hyde had not provided a revised quote since the last meeting.
- b. Décor \$3,220 including \$45/m2 tile allowance or \$3,920 including \$45/m2 tile allowance; Ardex 100; external party required to move air conditioners. Dekor has recommended a company they work with to remove air conditioning. Uren has contacted the company for an informal quote, but has not received a quote yet. Uren has received an informal quote from another qualified tradesperson for the cost of approximately \$750 per unit.

- c. Equinox – a quote has been sought but not provided yet as Equinox had been unable to get access to an un-tiled balcony to assess.

6. The EC discussed the quotes received. TINKER stated it was important for this work to proceed promptly. CUNNINGHAM was concerned that the Owners Corporation was assuming unnecessary risk by arranging for the removal and reinstallation of the air conditioning units. CUNNINGHAM suggested alternatives to reduce risk to the Owners Corporation including requesting owners to remove and reinstall air conditioning units, or providing owners with an allowance to make arrangements for relocating air conditioning units. CUNNINGHAM noted for the record concerns that in being responsible for disconnecting owners' air conditioners the Owners Corporation may also become responsible for any damage to air conditioning units and potential additional costs associated with rectifying electrical compliance issues in individual units, and other unknown risks. Other members of the EC were concerned with the time required to make arrangements with individual owners which would delay the commencement of the works and place a burden on the EC. Uren disagreed that risks about electrical compliance or other unknown risks was a likely outcome and stated there were risks involved in seeking to require owners to arrange air conditioning removal and reinstallation at their own initiative. Uren suggested, to mitigate against perceived risks, owners could be sent an email clarifying that while the EC was arranging for air conditioners to be removed as part of the balcony works in good faith, air conditioning units and any incidental damage remained the responsibility of owners and that an email had been drafted for the EC's consideration as part of the paper circulated for discussion. CUNNINGHAM stated that the risks were not limited to the air conditioners, but may flow from compliance upgrades which may be required to air conditioning units or individual unit infrastructure which may be required before air conditioning units are reinstalled.

7. The EC noted previous EC discussions, and AGM records, in which there was agreement that air conditioning units were the responsibility of owners. The EC agreed in principle that the lowest quote from Dekor would be the best option, provided the EC could receive a formal quote for the removal of the air conditioning units that was below the cost of \$1000 per unit. However, there remained disagreement about whether the Body Corporate or owners would be responsible for arranging for the removal and reinstallation of air conditioning units.

8. Concerns were raised by CUNNINGHAM that proceeding with Hyde was an excessive cost, more than double that of the alternative contractor. CUNNINGHAM noted that this quote exceeded previous quotes on which the budget was based.

9. The EC discussed the number of balconies which would be tiled simultaneously by the proposed contractor. CUNNINGHAM suggested that the EC proceed with tiling one balcony, and if satisfied with the quality of work, it could then elect to proceed with additional works, other members disagreed. Other members stated that the three balconies that were to be tiled this financial year should be tiled simultaneously and additional quotes were unnecessary. CUNNINGHAM noted that additional quotes would only be required should the EC decide not to proceed with the first contractor, presumably because there were quality issues with the work of this contractor. CUNNINGHAM suggested that it would be prudent to award tiling of one balcony initially to ensure that the quality of work was satisfactory before committing to further work.

ACTION Uren to seek formal quote from Dekor's recommended tradesperson to assess costs involved for the temporary removal of air conditioning units for EC consideration.

ACTION Link Strata to liaise with tenants or owners in un-tiled balcony units to obtain third quote from Equinox.

ACTION Link Strata to continue to follow up with Hyde, to clarify with Hyde the quote, not including tile removal noting most balconies are not tiled.

Foyer Signage

10. Uren confirmed one window decal was initially ordered to confirm suitability. Remaining decals have now been ordered. Cost for each decal was \$12.99, plus postage. Decals will be applied to foyer entries once additional decals have arrived. Uren to provide receipts for reimbursement. ONGOING/ACTION Uren.

Roof, skylight, leak and tiles repairs

11. Uren advised quotes have not yet been received for the tiles and roof repairs, Unit 20 leaking skylight, or the Unit 10 leak. Uren noted the significant delay of tradespersons, particular roof tradespersons and will continue to follow up. ONGOING/ACTION Uren.

Damp Investigations quotes

12. Uren advised the additional quote from Powerhouse Engineering has not yet been received. Existing quotes to investigate damp issues are \$1800, \$800 and \$2500. ONGOING/ACTION Uren.

Facia painting and repairs (including Unit 16)

13. Uren advised the painters had confirmed it is more cost effective to paint the whole complex rather than individual units, on an as required basis. The painters had also noted that repairs were required to the fascia, woodwork and soffits and possible water damage resolved before paintworks should proceed. The EC agreed to pursue this in 2024 as scheduled in the budget, following required repairs. The EC agreed to request Link Strata obtain a quote for the repairs to balustrades required now (including Unit 16) and also a quote for them to be replaced with aluminium to reduce ongoing maintenance. Once received, the EC will consider the quotes for decision at the AGM whether the balustrades are repaired or replaced. ONGOING/ACTION Uren, Link Strata.

Arborist

14. The EC discussed the current budget of \$5,000 and agreed to seek advice from Link Strata on what work is required under this item in the maintenance plan for this year. ACTION Uren.

Plumbing and water run-off/drainage maintenance

15. The EC discussed the current budget of \$3,000 and agreed to request Link Strata obtain a quote for investigation of the sewer and stormwater pipe network. Specifically this did not

include gutters and downpipes. Cunningham stated that there was little point in investigations above ground infrastructure if the pipe network below ground was not adequate and could not convey water. Once the stormwater/sewer network has been investigated and issues resolved the EC would consider the gutters/downpipe problems which feed into the drainage system. No agreement was reached to consider downpipes/gutters at this stage, although it was noted future work was likely. CUNNINGHAM suggested that CCTV could be used to investigate the condition of both the sewer and stormwater network. The EC agreed to clarify the purpose of the allocated budget for plumbing work with Link Strata. ACTION Uren/Link Strata.

Driveway repairs

16. Uren advised that since receiving the quote from PJG Frawley additional pavers in the driveway have lifted and there is now also a large hole in the bitumen. The EC had accepted the current quote at the last EC meeting, and Uren is now liaising with PJG Frawley to schedule the work. The EC agreed to seek an additional quote for the extra repairs to be considered at the next EC, to be undertaken by PJG Frawley at the same time, to avoid further delays. CUNNINGHAM suggested that Uren approach contractors experienced in paving in trafficked areas to ensure compaction was sufficient to limit future damage to the driveway by trucks. Cunningham stated that PJG Frawley had initially been approached due to their experience in compacting under paving in trafficked areas as an engineering rather than a landscaping company. Uren noted that there had been several discussions with PJG Frawley regarding their experience and she was satisfied PJG Frawley has sufficient experience to undertake the work. ACTION Uren.

Electrical box

17. The EC discussed the electrical box at Units 9-12 that is exposed to the elements due to a faulty door and agreed to request Link Strata engage a handyman to repair the door. ACTION Uren/Link Strata.

Storage area/toilet block

18. Uren advised that the storage area on common property was unlocked, contained a hot water system and required removal of rubbish, including old tiles and stairs, and cleaning; the toilet on common property was locked. The EC agreed to request Link Strata to engage: a locksmith to re-key the storage room and toilet; a handyman to remove the rubbish and inspect the hot water system; and the current cleaner to clean the area once this work is completed. ACTION Uren/Link Strata.

Deep cleaning of foyers

19. A unit owner had sought advice on the frequency of the cleaning of the foyer windows above the doors. The scope of works for the cleaner includes biannual cleaning of this section of the windows. The EC agreed to request that Link Strata address this with the cleaner. ACTION Uren/Link Strata.

Budget/sinking fund – balcony works

20. CUNNINGHAM advised that expenses had been allocated to undertake the balcony repairs over a number of years, however, additional funds had not been raised to these works. CUNNINGHAM stated that the statement at the AGM that the Owners Corporation had been 'saving funds for balcony works for years' was therefore incorrect based on review of the financial records. CUNNINGHAM stated that the sinking fund levies were only sufficient to cover the costs identified in the sinking fund plan and the lack of maintenance had resulted in the balance of the sinking fund which was now available. CUNNINGHAM identified that special levies were required to fund works beyond costs identified in the sinking fund otherwise there would not be sufficient funds to complete the maintenance programmed in the sinking fund plan. Further, available funds in the sinking fund are a result of maintenance that has not been undertaken. CUNNINGHAM proposed that expenditure on the balconies should not proceed until the funding for it is reviewed in the context of other works/maintenance required in the complex. This would ensure that adequate funds were available to complete works required.

21. Uren proposed to the EC that the balcony works be progressed as agreed to at the AGM and at the next AGM, the requirement to raise a sinking fund for further balcony works be reviewed and tabled in the context of the sinking fund balance and overall maintenance costs and requirements. Uren and Tinker agreed with this course of action; Cunningham agreed subject to the EC continuing to progress maintenance identified in the sinking fund plan; motion carried.

Intercoms

22. Uren circulated a note with some questions regarding maintenance obligations of intercoms for discussion. Uren acknowledged it was agreed at the last AGM to fund the replacement of the existing intercoms infrastructure in Units 5, 6, 7 and 8. Uren noted however, that on review of past minutes, the 2007 AGM Minutes record that "the owners discussed intercoms and the fact" the intercoms were privately installed and agreed additional intercoms in blocks without intercoms were to be funded at owners' expense. CUNNINGHAM noted for the record that the statement by an unknown owner at an AGM that intercoms were privately installed was not supported by any other evidence. CUNNINGHAM also noted that the intercom in unit 5 was in place in 1997 when the unit was purchased. Having reviewed the contract of sale there is no evidence the intercom servicing unit 5 was privately owned. Cunningham stated for the record that she is not aware of anything on the register to suggest intercoms are privately owned. Uren expressed concern that, on the basis of the information available, in her view there is a reasonable interpretation that it is unclear whether the Owners Corporation had maintenance obligations under section 24 of the Unit Titles (Management) Act, as the infrastructure is not for the possible benefit of all units. Uren also expressed concern that this expenditure would necessitate ongoing funding by all Unit owners for maintenance of intercoms provided only to units 5, 6, 7 and 8 and block 17-20. Uren also stated should the Owners Corporation agree for intercoms to be installed in blocks without intercoms, it would not be clear whether that should be at owners' expense (on the basis of the 2007 AGM Minutes) or funded by the Owners Corporation (if the Owners Corporation funds repairs to existing infrastructure). Uren stated it was important to get clarity over these issues, without causing unnecessary delays. CUNNINGHAM stated that the issue was maintenance of existing intercoms.

23. Cunningham requested the repairs go ahead without further delay as was agreed at the AGM. Cunningham referred to the paper prepared by Uren and stated that there was no basis

for intercoms to be considered owners' responsibility. Tinker was in agreeance with Uren that although the repairs had been agreed to at the AGM, the ongoing liability and cost for an item that benefited four units in two blocks, eight units in total, within the complex had not been adequately explained or considered. It was discussed that intercoms in the two unit blocks were installed at separate times.

24. Uren made suggestions as to how the EC could clarify this issue, including seeking legal advice when a lawyer is consulted as part of the upcoming Rules Review; progressing quickly to a Special General Meeting to have an ordinary resolution to install intercoms in other blocks so any concerns about equity in terms of maintenance obligations are superseded; consider registering a special privilege, including making a case for the Owners Corporation to finance it for the first replacement, with the owners in the blocks responsible for costs thereafter. Tinker suggested the EC could take a survey of all owners about the installation of intercoms to understand preferences and inform the next steps. CUNNINGHAM raised concerns that as the intercom was on common property and was not functional, this created a difficult situation for owners in this block where infrastructure did not work and was unable to be repaired. Uren offered to continue to work on finding a solution for the issue.

25. The EC did not agree on a course of action. ACTION Uren to speak to Link Strata about the issue and consider further options to resolve, to be discussed. This matter to be discussed further at the next EC Meeting. ONGOING.

Revised Occupancy Rules

26. Uren circulated draft rules for consideration prior to the EC meeting. Uren and Tinker accepted the draft rules; Cunningham had not yet reviewed them. Carried over to the next EC meeting for endorsement prior to circulation to the owners for consideration by vote by a due date (to be determined). The new rules to be registered once finalised. ONGOING/ACTION Cunningham.

EC bulletin

27. Uren presented a draft EC Bulletin to be circulated to the owners on an as required basis. This will be finalised once details of the driveway repairs have been confirmed. ACTION Uren.

Closing and next meeting

28. The EC meeting was closed at 8:23pm. The next meeting will be held on Tuesday 1 November.

**Alison.
Tinker**

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ALISON TINKER
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**MINUTES OF THE EXECUTIVE COMMITTEE MEETING
NEREIDA GARDENS 33 DAWES ST KINGSTON ACT 2604
HELD ON 19 APRIL 2023 AT 6:45pm AEDT**

PRESENT:

Ashlee Uren Chair Unit 10

Alison Tinker Secretary Unit 13

MINUTES FROM LAST MEETING 8 MARCH 2023

1. The EC Chair opened the meeting at 6:45. The minutes from the last meeting were accepted.

ONGOING BUSINESS FROM PREVIOUS MINUTES

2. **Drainage and storm water inspection, maintenance and report.** The Level Plumbing (\$3,520 CCTV of common drainage and storm water; inspection of all gutters and downpipes; diagnostics and provision of report) report was received and advised the storm water is in good order. They recommended additional work to prevent flooding during wet weather and provided a quote for installation of an additional strip drain in the driveway (\$17,000) and changes to the existing guttering (\$1,000). The EC agreed to seek additional quotes on this. Link Strata to action. Level Plumbing also recommended the installation of sumps in low points in the garden; this would need to be done prior to any garden landscaping. The EC agreed to wait for receipt of the damp report before considering sumps. ACTION Link Strata.
3. **Damp Investigations.** Awaiting scheduling of the inspection in June by Coot Consulting Engineers (\$1,980 for inspection of five units and provision of an Initial Engineering Report, summarising the concluded cause of water ingress/damp issues and recommended action). They will inspect four ground floor and one first floor unit. ACTION Link Strata.
4. **Balcony works.** Balconies 14, 6 and 8 have been completed. There were some additional costs, detailed below. Remaining balconies to be included in proposed budget for the next year. Due to the difficulties experienced by the EC in managing and coordinating access to the Units to complete the work, the EC agreed to request a quote from Link Strata to manage access for the remaining works. Design and Build Group will provide a quote for the remaining 7 balconies. They advised that due to the requirement to engage and coordinate several different trades, completion of all 7 simultaneously will be more cost effective.
 - a. The waterproofing membrane did not initially adhere correctly and the surface had to be ground down and pressure washed for the membrane to adhere; \$400.
 - b. Additional call out fee of \$300 (builder reported this was due to two units being inaccessible due to a key left not working (Unit 6) and the tenants refusing access (Unit 14)).
 - c. Rotten timber had to be removed and was replaced with tiles; \$1,300.

d. The minimum cost for floor tiles was an additional \$330 as the initial cost allowance quoted for did not cover the cheapest tile.

5. **Pest control.** Awaiting quote from Hart for a routine pest control treatment for inclusion in the budget / agenda at the next AGM. ACTION Link Strata.

6. **Lawyer review of rules.** Consolidation of the draft rules has been finalised and the EC agreed to send them to Trinity Law for legal review (quote \$1,500 - \$2,500), cc to owners. They will require a 75% vote for adoption. ACTION Link Strata.

7. **Updated Sinking/Maintenance report.** The updated Sinking/Maintenance Fund Schedule has been received from Solutions. The Reports do not include items on fire safety but a fire safety report can also be prepared by Solutions. It indicates that levies will need to be increased. For consideration at the AGM. ACTION Link Strata.

8. **Roof leaking report.** The EC agreed to engage Zycon to repair the Unit 12 leak; approximately \$1,000. Link Strata to check the status of Unit 20 and request a quote for all necessary repairs as detailed in the report. ACTION Link Strata.

9. **Garden Committee / garden upgrade.** Quotes for the Garden Committees proposal for consideration have still not yet been received. ACTION Link Strata.

10. **Intercoms.** Responses received below. Link Strata to seek remaining responses and quote for work. ONGOING.

a. Units 1 to 4. All owners requested intercoms.

b. Units 5 to 8. Two owners requested removal of intercoms, EC Chair to confirm preference of other two owners. Quote to be obtained.

c. Units 17 to 20. Unit 17 requested removal; Units 18 and 20 have not provided a response; Unit 19 has no voting rights.

11. **Special General Meeting for intercoms and house rules.** The EC agreed to a tentative date of 13 June for a Special General Meeting on intercoms and house rules, to avoid the AGM agenda being too large. EC agreed to work with Link Strata on an agenda and motions, that reflect preferences expressed through the surveys and engagement with owners. ONGOING.

12. **Guidance for erections and alterations.** Preparation of a Guidance document for the EC to supplement the rules on erections and alterations remains ongoing, to be considered by owners at the SGM or AGM. ONGOING.

13. **Facia and soffit repairs.** As per last meeting, one quote has been received for repairs and painting of damaged fascia outside unit 16 but no other quotes have been received yet. Still awaiting quotes for repair of all damaged fascia and soffits around the complex for

consideration at the AGM, including an option to include repairs in the painting quote. ACTION Link Strata.

14. **Balcony balustrades.** As per last meeting, quotes have been received from Endura Build for \$67,925 to replace all damaged balustrades with aluminium (to reduce ongoing maintenance per one owner's suggestion) and \$74,075 to replace them with timber. Still awaiting additional quotes to repair/replace only the damaged balustrades, including a quote for repairs as part of an annual maintenance program. Link Strata to obtain quotes. ACTION Link Strata.

15. **Cleaning of common property storage room and toilet.** Cleaning has been completed. CLOSED.

16. **Lawn and bollards.** The damaged lawns have been replaced by the SALT complex. Previously received quote for bollards will be presented at the AGM (Canberra Line Marking \$6,210 for 23 plastic bollards along the driveway and verge or \$5,060 for timber with 10 year life span). ACTION Link Strata.

17. **Preparations for AGM.** As per last meeting, the items recommended for scheduling by the Sinking Fund report and Maintenance Plan report are to be quoted for the proposed budget. The online Financial Reports in the landlord portal need are to be dated on the sinking fund expenditure. ACTION Link Strata.

18. **Planting of crepe myrtle.** The EC previously agreed to spend up to \$300 on the purchase of a crepe myrtle, as suggested by an owner. Owner has been notified to make arrangements. ONGOING.

OTHER BUSINESS

19. **Lighting repairs.** The EC agreed to request Link Strata arrange for the repairs of the lighting in the area adjacent to the letter boxes. ACTION Link Strata.

20. **Bulletin.** The EC agreed to disseminate the latest bulletin. ACTION Link Strata.

CLOSING AND NEXT MEETING

21. The meeting was closed at 8:15pm. The next meeting will be held on Wednesday 10 May at 6:00pm.



Alison Tinker

12 May 2023



Ashlee Uren

17 May 2023

Minutes of Executive Committee Meeting Nereida Gardens 33 Dawes St Kingston ACT 2604 held on 1 February 2023 at 7:00pm AEDT

Present:

Ashlee Uren Chair Unit 10

Alison Tinker Secretary Unit 13

Minutes from last meeting 11 January 23

1. The minutes from the last meeting were accepted.

Security report

2. A ground floor unit was broken into over the Christmas period via a ground floor window which had been broken to enable access. Noted for other owners' situational awareness.

Previous repairs to Unit 15 gate

3. The repairs to Unit 15 gate and brick courtyard wall cost \$1,320. The EC referred to 2009 AGM minutes (Motion 11) that had been reviewed at the time of the EC's decision on cost splitting for the repair. Motion 11 provided consent to owners to upgrade courtyard gates provided it met certain conditions, with installation to be at owners' expense, but didn't stipulate about ongoing maintenance. The EC acknowledged that gate was not an original gate as previously considered and had been replaced. The EC however agreed that it had been replaced with a 'like for like' timber style and confirmed the earlier decision that the owner should only pay 50% of the costs of maintenance. ACTION Link Strata.

Updates on work

4. **Entrance decals.** The decals have been put in place and the EC chair reimbursed the cost of \$73.94.
5. **Drainage and storm water inspection, maintenance and report.** Level Plumbing (\$3,520 CCTV of common drainage and storm water; inspection of all gutters and downpipes; diagnostics and provision of report) have done two inspections and their final report is pending. Their initial advice is that the stormwater is in good working order and that they will provide next steps and quotes on the flooding/drainage issue experienced near the rubbish area, and outside some blocks (e.g. near unit 9). ACTION Link Strata.
6. **Damp Investigations.** A copy of the 2021 damp survey results has been obtained and provided to Coot Consulting Engineers (\$1,980 for inspection of five units and provision of an Initial Engineering Report, summarising the concluded cause of water ingress/damp issues and recommended action) to assist with their inspection in June. They will inspect four ground floor and one first floor unit. ACTION Link Strata.
7. **Garden maintenance.** Several owners have raised concerns regarding the garden maintenance. The EC is working with the gardener to address this. The gardener has clarified

the current contract is for fortnightly attendance. Gardener is aware of elm tree roots and is removing shoots in tranches. Gardener advised not to poison shoots as it may damage the surrounding garden and damage the health of the trees causing safety concerns. ACTION EC.

8. **Discussion with Unit 16 re rules and intercom survey.** Unit 16 owner provided an overview of previous minutes and decisions in relation to the rules and intercoms.

Review and accept quotes

9. **Balcony works.** Equinox (\$3,500 per balcony excluding removal of air conditioning) had only just returned to work. Clarification to be sought on their availability to complete the work detailed in the engineering report. ACTION Link Strata.

10. **Arborist.** The sinking fund has an allocation of \$5000 for tree maintenance. One quote was received from Hurley Bird for \$3630 to prune 17 trees and remove 4 which are damaging the fence. The EC agreed to accept this quote and schedule the work. Link Strata to also request \$600 from 12 Howitt St (included in the quote) to contribute to pruning their trees extending into the complex. ACTION Link Strata.

11. **Pest control.** Two quotes have been received. Royal Pest Control \$1760 for rats and \$1307 for spiders; \$3067 in total. Hart \$880 for rats and \$715 for spiders; \$1595 in total. The EC agreed to accept the quote from Hart and schedule the work. Link Strata to also advise owners to make necessary preparations as advised by Hart i.e. close windows etc. once the work has been scheduled. ACTION Link Strata.

12. **Lawyer review of rules.** Two quotes for legal review of updated rules have been received. Trinity Law \$1500 to \$2500. Kerrin Benson \$2500 to \$5000. The EC agreed to accept the quote from Trinity Law. ACTION Link Strata.

13. **Updated Sinking/Maintenance report.** Two quotes have been received to prepare an updated and consistent Sinking/Maintenance reports for the next AGM. QIA \$933. Solutions \$1846. The EC agreed to accept the quote from Solutions as they will provide a high quality and more detailed report and ask Link Strata if they can offer a discount on the basis Solutions already prepared the Sinking Fund Plan last year and this will be an update and new Maintenance Plan. Link Strata to action and request inclusion of soffit fascia maintenance, testing and repairs to irrigation, pressure cleaning of driveways and buildings (mould) and painting of back fence. ACTION Link Strata.

14. **Additional driveway repairs.** B&B Asphalt quoted \$1100 to repair the six additional potholes (compared \$1375 from Patches Asphalt to repair 5 square metres). The EC agreed to accept the quote from B&B and schedule the work. As noted in the previous minutes, this maintenance is not scheduled in the 2022-2023 maintenance plan however, it is expected that the 2023-2024 budget (where this item is scheduled) may not need to be expended. ACTION Link Strata.

15. **Roof leaking report.** Leaks have been reported by Units 16, 20, 12 and 10. Two quotes have been received to investigate the five leaks and provide an assessment and report on the

roofs of all five buildings. Zycon \$1848 for inspection only. John Lyng \$2543 for leak detection test and report. The EC noted that the John Lyng work may be more comprehensive, however John Lyng has not responded to Link Strata's inquiry about when they could schedule the work and Zycon can commence in February. The EC agreed to accept the quote from Zycon and schedule the work for the second week of February. ACTION Link Strata.

Garden Committee / garden upgrade

16. The EC Chair met with one Garden Committee member on site and conducted a walk-through of the garden to discuss initial ideas and next steps, in order to take a plan to the AGM. Suggestions were then shared with the other Garden Committee member for review, and included professional hedging, painting the raw timber fence, sign installation for parking, clearing and levelling garden beds, gravel around perimeter of buildings, installation of paths through garden beds, repairs to irrigation system, bike storage options, engaging the services of a designer to suggest appropriate species for planting. A summary of the Garden Committee suggestions is attached. The EC agreed to obtain quotes. ACTION Link Strata.

Rules update

17. As noted in the previous minutes, the draft revised occupancy rules were sent by Link Strata to all owners for consideration with responses due 30 January 2023 and one response had been received by 11 January. Per the summary of survey results provided by Link Strata, 12 responses had been received by 1 February. Nine supported the rules, two supported the rules with changes, and one had not supported the registration of the rules and had provided suggested changes. On the suggestion to include a rule on smoke drift, three owners supported Option 1 (some regulation of smoke drift), seven supported Option 2 (smoke free complex), and two responses were not clear and needed further clarification. Three sets of marked-up changes had been provided to the draft Rules, with a further set of marked-up changes anticipated.

18. ACTION Uren to discuss changes with two of the owners who had suggested changes and had responded 'yes' for discussing with the EC. ACTION Uren to consolidate the marked-up changes from all owners who have provided comments. The EC Chair noted a suggestion from one owner for "further restrictions for noise should be included for upstairs units particularly when laminated floors have been installed which magnifies the noise and provides minimal sound proofing to units below. Suggest reference to nuisance, annoyance and noise default rules and ACT Government noise thresholds be included and specified." The EC Chair excluded themselves from voting or consideration of this suggestion on the basis of conflict. ACTION Link Strata to take forward/resolve this suggestion as EC does not have quorum.

Intercoms

19. As noted in the previous minutes, the survey on intercoms was sent by Link Strata to all owners for consideration with responses due 30 January 2023. The question asked whether owners supported installing intercoms in all blocks in the complex. Of the 15 (from 20) responses received 7 agreed and 8 disagreed. One further response was received that did not answer the question but suggested the intercom in block 5-8 could be removed.

The EC reviewed survey results for each individual block without intercoms:

- Block 1-4: Three owners responded. All three had expressed an interest in installing intercoms.
- Block 9-12: Three owners responded. Two were supportive of installing an intercom and one was against.
- Block 13-16: All four owners responded. Three of four owners in 13-16 did not wish to install intercoms.

20. The EC agreed that the owners of units 5 – 8 and 17 – 20 are to be advised there was not enough interest to install intercoms in the other blocks and offer them the option of establishing a separate maintenance fund for the existing intercoms in their blocks going forward. This would be paid into only by owners in blocks with intercoms (as advised by Link Strata is permitted under the Act). EC also agreed to write to all owners in blocks 1-4 and 9-12 to confirm their preferences about installing new intercoms in those blocks and (if so) see if there is interest in the same funding/maintenance approach, to be formally agreed by motions at the SGM. ACTION Link Strata/Uren.

Preparation for Special General Meeting for intercoms and house rules

21. Preparation for the Special General Meeting is ongoing. ACTION Link Strata

Guidance for erections and alterations

22. As noted in the previous minutes, Link Strata has advised that other owners' corporations have guidance for how the EC comes to decisions on erections and alterations as a way of supplementing the rules. Consideration for a Guidance document to be considered by owners at the SGM alongside the Rules is ongoing. ONGOING Link Strata/Uren.

Other business

23. There was no other business.

Closing and next meeting

24. The meeting was closed at 8:47pm. The next meeting will be held on Wednesday 8 March at 6:00pm.



Alison Tinker

Ashlee Uren

16 February 2023

16 February 2023

Garden Committee Garden Upgrade Proposal – initial ideas and quotes needed

Perimeter

- Quote for professional hedging to improve look of hedge around perimeter wall
- Quote for installation of new/replacement bollards to protect lawn from damage
- Quote for painting the raw timber fence alongside boundary with Salt
- Unit 1 owner has sought permission to plant crepe myrtle tree in blank spot between Units 1&3, to be reimbursed.

Driveway/Entry

- Quote for pressure cleaning driveway (to be included in next maintenance plan)
- Quote for painting no parking lines on driveway or installing sign (to prevent visitor/tradesmen parking blocking access)

Overall groundworks/preparation

- Quote for clearing garden beds (shoots, weeds, vines growing up side of building)
- Quote for garden bed levelling, installation of gravel around perimeter of buildings to avoid soil erosion/improve drainage and access for maintenance
- Quotes for installation of paths through garden beds (between units facing Howitt St and big garden beds outside Units 1-4 and 17-20).
 - o Quotes for several path options: stepping-stones to avoid irrigation and gravel path.
- Quotes for inspection, repairs and instructions for irrigation system
- Quotes for consultation by garden design services to suggest hardy plants for mass planting

Bike storage

- Quotes for a couple of different options:
 - o Installation of upright bike storage
 - o Installation of enclosed / lockable area in style of complex for secure storage for a fee.

Overall maintenance

- Quotes for new gardening services.

Minutes of Executive Committee Meeting Nereida Gardens 33 Dawes St Kingston ACT 2604 held on 14 December 2022 at 6:00pm AEDT

Present:

Ashlee Uren Chair Unit 10

Alison Tinker Secretary Unit 13

Minutes from last meeting 2 November 22

1. The minutes from the last meeting were accepted.

Updates on work

2. **Driveway repairs.** Uren advised that PJG Frawley have completed the work and the invoice of \$7,865 has been received. ACTION Link Strata to pay invoice.
3. **Electrical box repairs.** The broken door to the electrical box has been repaired and the invoice of \$75 has been paid.
4. **Entrance decals.** Decals have been received and will be put in place when EC member is on site. ACTION Uren.
5. **Foyer window cleaning.** The cleaning has been re-scheduled for 16 December.

Review and accept quotes

6. **Bi-annual cleaning of foyer windows.** The EC noted the foyer windows have not been cleaned since early 2020 and agreed to book an annual clean at a cost of \$580 per clean, and review whether more regular cleans are required. ACTION Link Strata.
7. **Balcony works.** Uren provided an update on the quotes received, detailed below. The EC agreed to accept the Dekor quote of \$3,220 and to engage ROC (Dekor's recommended technician) to remove and reinstall each air conditioner for \$968. Full details of the quotes are attached as Annex A. ONGOING/ACTION Link Strata.
 - a. Hyde (existing quote): \$7,046 per balcony including tile removal; \$6848.60 excluding tile removal. Both quotes include removal of air conditioning.
 - b. Dekor (existing quote): \$3,220; or \$3,920 with levelling and Ardex WPM 1000. Both quotes include tile removal but require an external party to move air conditioners. ROC is Dekor's recommended company to remove air conditioning.
 - c. Equinox (new): \$3,500 per balcony. Does not include removal of air conditioning.
 - d. ROC (new): \$968: remove and reinstall each air conditioner.

8. **Plumbing/drainage.** In relation to the biennial budget of approximately \$3,100 in the maintenance plan for plumbing/draining maintenance, the EC noted that possible drainage issues have been identified and raised with the Executive Committee. It is unknown when the last assessment of the functioning of the drainage in the complex was undertaken, and if the identified drainage issues were the result of common property or storm water. Three quotes have been received: Level Plumbing \$3,520 (CCTV of common drainage and storm water; inspection of all gutters and downpipes); Watertight \$1,864 (CCTV of sewer and storm water); and JML Plumbing \$2,152 (three year maintenance plan to clean spoon drains and pits). The EC noted that while the Level Plumbing quote is the most expensive, it is also the most comprehensive and includes diagnostics and a report of issues. The EC agreed it is an appropriate course of action to first diagnose and address any issues with the draining and stormwater and then move to ongoing maintenance per the maintenance plan. The EC agreed to accept the Level Plumbing quote. ACTION Link Strata.

9. **Damp Investigations.** Three quotes have been received: Coot Consulting Engineers \$1,980; Peak Consulting \$18,575; and Aegis \$2,560. The EC agreed to accept the quote from Coot Engineers which includes inspection of five units and provision of an Initial Engineering Report, summarising the concluded cause of water ingress/damp issues and recommended action. The five units are to be a combination of upper and lower units and should be those most affected. EC is to advise which units to inspect. ACTION Uren/Link Strata.

10. **Locksmith for broken common property doors.** The EC agreed to accept the quote from ASI of \$445 to re-key the storage room and toilet. ACTION Link Strata.

11. **Facia painting and repairs (including Unit 16).** Link Strata is yet to receive a second quote in addition to the company that proposed a maintenance plan with an annual fee that will paint and repair on an as required basis for the whole complex, rather than as a once-off cost every 7-10 years. ACTION Link Strata.

Planned maintenance work for 2022 - 2023

12. **Plumbing.** As detailed in paragraph eight, Level Plumbing to be engaged to undertake work.

13. **Arborist.** Link Strata confirmed the budgeted arborist expense of \$5,000 is for general maintenance. The EC agreed Link Strata to obtain a quote to ascertain tree health, prune and inspect shoots from the elm trees. ACTION Link Strata.

14. **Balcony balustrade maintenance.** Link Strata is yet to receive two quotes (for repairs of existing balustrades and for aluminium balustrades as an option to repair the timber) for consideration at the AGM in discussions on the maintenance plan. ONGOING Link Strata.

Other visible maintenance work

15. **Tree shoots and weeds in garden.** The EC agreed Link Strata to contact the gardener to confirm how often they are attending the complex. ACTION Link Strata.

16. **Lawn damage.** SALT workers have been parking their vehicles on the lawn and caused considerable damage. The EC agreed Strata Link to request the lawn is replaced by SALT and to obtain quotes for new bollards to be placed around the area. ACTION Link Strata.

17. **Damaged/missing bricks on wall outside Units 9 – 12.** There are a number of damaged and/or missing bricks in the common property retaining wall outside Unit block 9 – 12 which have been reported to the EC. The EC agreed Link Strata to have this rectified next time a handy man is engaged. ACTION Link Strata.

18. **Further driveway pothole.** After the driveways repairs had been completed the EC was notified of another pothole in the driveway. It was noted that \$6,000 had been allocated to repair pavers and this had already been exceeded by \$1,865. However, it was also noted that the maintenance plan for 2023-2024 includes costs of repairs to bitumen and the work done this year may mean that the budget for next year may not need to be expended. The EC agreed Link Strata to obtain quote for repair in 2023. ACTION Link Strata.

19. **Cleaning/tiles in storage room.** The EC agreed Link Strata to obtain a quote to have the storage room cleaned. Unit Owners had been emailed offering sale of the floor tiles in the storage room. One owner had offered to purchase 2.5m of the tiles for \$80/m; no other offers were received. Link Strata to facilitate sale of the tiles. The remaining tiles will be kept in the storage room. ACTION Link Strata.

Intercoms

20. The EC noted advice from Link Strata on intercom installation cost per block of \$10,000 to \$12,000 and ongoing maintenance obligations. Also noted, the option to have separate sinking funds, specific to units with intercoms, to cover costs associated with intercoms. The EC agreed Link Strata to send a survey to determine if any owners without intercoms wish to have them installed. ACTION Link Strata.

Rules amendment

21. The draft revised occupancy rules are to be sent to all owners for consideration with responses due 30 January 2023. Strata Link to advise if this can be voted on via an emailed survey or whether a Special General Meeting is required and to obtain a quote for lawyer's review. ACTION Strata Link.

Other business

22. **Alterations request from owner.** An owner has requested approval to make alterations and erections to their unit. Owner to submit to Link Strata in the first instance for consideration. ACTION Link Strata.

23. **Garden Committee.** The first discussion was rescheduled. Garden Committee to be invited to next EC meeting.

24. **EC bulletin.** The EC Bulletin has been finalised and is to be circulated to the owners prior to Christmas. ACTION Link Strata.

Closing and next meeting

25. The meeting was closed at 7:57pm. The next meeting will be held on Wednesday 11 January at 6:00pm.

Alison Tinker

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Alison Tinker
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Alison Tinker

21 December 2022

Annex:

A. Balconies work quotes



Ashlee Uren

21 December 2022

For Executive Committee decision: Balconies work

Background. At the 2022 AGM, the owners corporation agreed maintenance plan with \$20,000 indicated for balcony works expenditure in 2022-2023. The Strata Manager has received five quotes from three companies in relation to the tiling of the balcony, and one quote from a licensed refrigerant/mechanic for the air-conditioning removal (ROC, recommended by Dekor).

Quotes received

1. HYDE

(a) Price: **\$7046**

[inclusive of air-conditioning system]

Scope of works:

- Remove and dispose of tiles
- Clean and prepare substrate
- Supply and install acrylic render to ensure suitable substrate for waterproofing
- Supply and install Ardex WPM 1000 2 water proofing on balcony and up wall/tubbing effect
- Supply and install external tiles (at \$30.00m2)
- Silicone

Accepted	Not accepted
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(b) Price: **\$6,848.60** (Hyde option b)

[inclusive of air-conditioning system, no tile removal]

Scope of works:

- Clean and prepare substrate
- Supply and install acrylic render to ensure suitable substrate for waterproofing
- Supply and install Ardex WPM 1000 2 water proofing on balcony and up wall/tubbing effect
- Supply and install external tiles (at \$30.00m2)
- Silicone

Accepted	Not accepted
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2. DEKOR

(a) Price: **\$3220** (Dekor option 1)

[does not include removal of air-conditioning system]

Scope of works (Option 1):

- Supply tiles at \$45.00 m2
- Remove old tiles
- Prime with Ardex multi prime
- Install 2 coats Ardex WPM 002 waterproofing membrane
- Install new tiles, grout, silicone edges
- Supply edge trim where needed

Accepted	Not accepted
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(b) Price: **\$3920** (Dekor option 2)

[does not include removal of air-conditioning system]

Scope of works (Option 2):

- Supply tiles at \$45.00 m2
- Remove old tiles
- Level with Ardex LQ91
- Prime with Ardex multi prime
- Install Ardex WPM 1000 weldable sheet membrane
- Install new tiles, grout, silicone edges
- Supply edge trim where needed

Accepted	Not accepted
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3. EQUINOX

Price: **\$3,500**

[does not include removal of air-conditioning system]

Scope of works:

- Apply waterproofing membrane to 7m2 concrete deck.
- 1 Supply & install basic non slip wet area tiles to deck.
- 1 Grout with external grout.

Accepted	Not accepted
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4. ROC

Price: **\$968.00 per air-conditioning unit**

Scope of works:

- Pump-down refrigerant and remove condenser 4 hours @ \$95.00
- Reinstall Condenser and Recharge refrigerant and 4 hours @ \$95.00
- Miscellaneous items \$120.00

Accepted	Not accepted
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**MINUTES OF THE EXECUTIVE COMMITTEE MEETING
NEREIDA GARDENS 33 DAWES ST KINGSTON ACT 2604
HELD ON 8 MARCH AT 7:00pm AEDT**

PRESENT:

Ashlee Uren Chair Unit 10

Alison Tinker Secretary Unit 13

MINUTES FROM LAST MEETING 1 FEBRUARY 23

1. The minutes from the last meeting were accepted.

ONGOING BUSINESS FROM PREVIOUS MINUTES

2. **Drainage and storm water inspection, maintenance and report.** The final report is still pending from Level Plumbing (\$3,520 CCTV of common drainage and storm water; inspection of all gutters and downpipes; diagnostics and provision of report). ACTION Link Strata.
3. **Damp Investigations.** Coot Consulting Engineers (\$1,980 for inspection of five units and provision of an Initial Engineering Report, summarising the concluded cause of water ingress/damp issues and recommended action) will be contacted in May to confirm the date of their inspection in June. They will inspect four ground floor and one first floor unit. ACTION Link Strata.
4. **Garden maintenance.** The gardener has removed the elm tree shoots. CLOSED.
5. **Balcony works.** Equinox (\$3,500 per balcony excluding removal of air conditioning) has become unresponsive and presumed no longer able to conduct the work. New quotes have been obtained. John Lyng \$10,000 per balcony. WNA Construction \$3675 plus \$1650 for removal and reinstallation of aircon, per unit. Design and Build Group \$5,500 per balcony, with possible additional costs for the replacement of rotten timber skirtings on some balconies and other rectifications additional to the scope of works. The quote from Design and Build Group was comprehensive and preliminary quoting conversations with Design and Build Group had been positive (very responsive and knowledgeable, and with waterproofing and mechanical qualifications). EC noted Design and Build Group were available to start within 3 weeks. EC accepted quote as presented and agreed to review additions to the quote throughout the work. ACTION Link Strata to inform owners and tenants and schedule the work.
6. **Arborist.** Hurley Bird (\$4230 to prune 17 trees and remove 4 which are damaging the fence) were engaged to conduct the work, including trimming the tree limbs extending over the fence from 12 Howitt St. CLOSED.
7. **Pest control.** The treatment for rats and spiders by Hart (\$1595) has been completed. Hart also suggested a routine pest control treatment. The EC agreed to seek quotes and include this in the budget / agenda at the next AGM. ACTION Link Strata.
8. **Lawyer review of rules.** The quote for legal review of updated rules from Trinity Law for \$1500 has been accepted. In addition to the survey responses, the EC received written mark up

from Units 5, 9, 12 and 16 and had discussions with units 12 and 16 to better understand the comments and is now consolidating the comments received. Consolidation ONGOING.

9. **Updated Sinking/Maintenance report.** The quote for preparation of updated and aligned Sinking/Maintenance reports for the next AGM from Solutions for \$1846 has been accepted. Solutions also agreed to provide a \$300 discount given they prepared the last Sinking Fund report. The report has not yet been received. ONGOING.

10. **Additional driveway repairs.** The additional repairs to the six potholes in the driveway have been completed. CLOSED.

11. **Roof leaking report.** Zycon attended to inspect the roofs in February but the report from Zycon regarding the leaks reported by Units 16, 20, 12 and 10 has not yet been received. ONGOING.

12. **Garden Committee / garden upgrade.** Quotes for the Garden Committees proposal for consideration have not yet been received. EC chair to prepare scopes of works for the quotes, based on discussions with Garden Committee to provide to Link Strata to obtain quotes. ACTION Link Strata.

13. **Rules update.** Per item 8 above, progress has been made on reviewing, consolidating and reconciling the comments received by owners on the proposed updated rules. The EC noted the process to consolidate detailed tracked comments is time consuming and not all comments can be incorporated, but efforts have been made to incorporate as many as possible with explanations. Link Strata to consider one owner's request for additional rules on noise restrictions for upstairs units (chair recused) once the EC has completed the consolidated version. The EC agreed the rules would then be circulated to owners and sent for legal review by Trinity. ONGOING.

14. **Intercoms.** EC noted Link Strata's advice that the action items on intercoms reflected in the last minutes would be 'Schedule b' work and involve additional costs of \$140 per hour. The EC approved these costs provided Link Strata could advise if the work looked like it would go above 3 hours. ONGOING.

15. **Preparation for Special General Meeting for intercoms and house rules.** Preparation for the Special General Meeting will be considered at next EC meeting. These items may be incorporated into the AGM depending on the timing and the size of the AGM agenda. ONGOING.

16. **Guidance for erections and alterations.** Preparation of a Guidance document for the EC to supplement the rules on erections and alterations is ongoing, to be considered by owners at the SGM or AGM. ONGOING.

17. **Fascia and soffit repairs.** One quote has been received for repairs and painting of damaged fascia outside unit 16 but no other quotes have been received yet. Link Strata to obtain quotes for repair of all damaged fascia and soffits around the complex for consideration at the AGM. ACTION Link Strata.

18. **Balcony balustrades.** Quotes have been received from Endura Build for \$67,925 to replace all damaged balustrades with aluminium (to reduce ongoing maintenance per one owner's suggestion) and \$74,075 to replace them with timber. The EC agreed to request more quotes to repair/replace only the damaged balustrades, including a quote for an annual maintenance program. Link Strata to obtain quotes. ACTION Link Strata.

19. **Cleaning of common property storage room and toilet.** Two quotes received (\$250 from R&M Cleaning and \$572 from P&P Property). The EC agreed to accept the quote for \$250 as a one off clean. The EC agreed to obtain a quote for the current cleaners to conduct two cleans per year, for consideration at the AGM. Link Strata to obtain quotes. ACTION Link Strata.

20. **Lawn and bollards.** P&P Gardening and Property maintenance quoted \$770 for 5 timber bollards along the driveway, Equinox quotes \$3,050 for 40 timber bollards on the full verge of the complex. Canberra Line Marking quoted \$6,210 for 23 plastic bollards along the driveway and verge or \$5,060 for timber (lifespan 10 years). The EC agreed to present the Canberra Line Marking quote for consideration at the AGM as while it is the most expensive it is also the most durable option requiring the least ongoing maintenance/replacement. Link Strata to follow up again with the SALT complex regarding repairs to the damaged lawn. ACTION Link Strata.

21. **Preparations for AGM.** The items recommended for scheduling by the Sinking Fund report and Maintenance Plan report are to be quoted for the proposed budget. The EC noted the online Financial Reports in the landlord portal are not up to date on the sinking fund expenditure. ACTION Link Strata.

OTHER BUSINESS

22. **Planting of crepe myrtle.** The EC agreed to spend up to \$300 on the purchase of a crepe myrtle, as suggested by an owner and agreed by the Garden Committee, and to request the current gardener plant it. ACTION Link Strata.

CLOSING AND NEXT MEETING

23. The meeting was closed at 8:47pm. The next meeting will be held on Wednesday 5 April at 6:00pm.



Alison Tinker

30 March 2023



Ashlee Uren

30 March 2023

**MINUTES OF THE EXECUTIVE COMMITTEE MEETING
NEREIDA GARDENS 33 DAWES ST KINGSTON ACT 2604
HELD ON 18 MAY 2023 AT 6:35pm AEDT**

PRESENT:

Ashlee Uren Chair Unit 10

Alison Tinker Secretary Unit 13

MINUTES FROM LAST MEETING 19 APRIL 2023

1. The EC Chair opened the meeting at 6:35. An error in paragraph 10 of the last minutes was noted with responses from Units 9 to 16 on the intercoms omitted. This has been corrected in paragraph ten. The remainder of the minutes from the last meeting were accepted.

ONGOING BUSINESS FROM PREVIOUS MINUTES

2. **Drainage and storm water inspection, maintenance and report.** Level Plumbing (quoted for installation of an additional strip drain in the driveway \$17,000 and changes to the existing guttering to prevent excessive overflow \$1,000; also recommended the installation of sumps in low points in the garden which would need to be done prior to any garden landscaping) attended on site to provide clarification on their recommendations. Still awaiting quotes from the two other companies to compare costs; one of these companies did not recommend installation of an additional strip drain the entire length of the driveway, but in a shorter section. The EC will await receipt of the damp report before considering what action to take or quotes to recommend to AGM. ACTION Link Strata.

3. **Damp Investigations.** Inspection by Coot Consulting Engineers (\$1,980 for inspection of five units and provision of an Initial Engineering Report, summarising the concluded cause of water ingress/damp issues and recommended action) is being scheduled for 1 June 9:30am to 11:30am (pending confirmation on access to five units and confirmation on timing from Coot): Units 3, 7, 10, 13 or 15, and 17 (four ground floor and one first floor, one from each building based on damp survey results and considerations around coordinating access). The EC anticipate advice on whether the drainage and storm water issues are a contributing factor. The report is expected within in two weeks of the inspection, to enable consideration at the AGM alongside any proposed actions on drainage to the extent those issues might be a contributing factor. ACTION Link Strata.

4. **Balcony works.** Scheduling of the remaining 7 balconies (14, 6 and 8 completed) will be included for discussion at the AGM on the proposed budget for the next year. Design and Build Group have provided a quote (\$49,973 with a further \$500 per balcony to pressure clean, seal and paint balcony undersides). Due to the requirement to engage and coordinate several different trades, the builder recommended that completion of all 7 simultaneously will be more cost effective.

5. **Pest control.** Hart provided a quote of annual fee of \$973.50 for routine pest control treatment that includes a visit every two months to check and replace rodent stations and one spray treatment each year. Quote for inclusion in the admin fund budget / agenda at the next AGM. ACTION Link Strata.

6. **Lawyer review of rules.** Consolidation of the draft rules was finalised and sent to Trinity Law for legal review (quote \$1,500 - \$2,500). Awaiting their response. Once Trinity's comments are received, the EC agreed to discuss by phone or message to decide on appropriate action to incorporate comments and finalise rules ahead of the SGM. ACTION Link Strata.

7. **Updated Sinking/Maintenance report.** The updated Sinking/Maintenance Fund Schedule has been received from Solutions. Solutions has now provided a quote of \$2,048 for a fire safety report. It indicates that levies will need to be increased (further detail in paragraph 11). For consideration at the AGM. ACTION Link Strata.

8. **Roof leaking report.** Zycon attended to repair the Unit 12 leak (quote was approximately \$1,000). The invoice of \$990 detailed replacement of tiles and 'temporary fix to roof flashing'. Link Strata to check that the repairs have been completed (versus temporary fix) prior to payment of the invoice. Still awaiting Zycon's quote for all of the repairs to roof issues identified in Zycon's report of February 2022. ACTION Link Strata.

9. **Garden Committee / garden upgrade.** Two quotes have been received, detailed below. Awaiting further quotes including bike storage. ACTION Link Strata.

- a. Design and Build Co. approximately \$55,000 (based on anticipated hourly charge) to repair retaining wall that is falling down along fence at units 17-20, install stepping stones/pavers, excavate / level garden beds to improve drainage.
- b. Panacea. \$20,592 to repair retaining wall, install gravel and edging around buildings to improve drainage, supply and install 70 stepping stones/pavers, prepare and relevel soil, supply and install mature shrubs. Panacea also suggested custom built sheltered and lockable bike storage facility could be built but would cost approximately \$30,000. EC agreed the bike storage quote was excessive and further quotes would continue to be pursued.

10. **Intercoms.** Update to responses below, including Units 9 to 16 omitted from last minutes. Link Strata awaiting quotes. ONGOING.

- a. Units 1 to 4. All owners requested intercoms.
- b. Units 5 to 8. Three owners requested removal of intercoms; Chair to speak to fourth owner. Quote to be obtained.
- c. Units 9 to 12. Two owners have requested intercoms; two owners do not want intercoms.
- d. Units 13 to 16. One owner has requested an intercom; three owners do not want intercoms.
- e. Units 17 to 20. Unit 17 requested removal; Units 18 and 20 have not provided a response; Unit 19 has no voting rights.

11. **Special General Meeting 14 June for intercoms and house rules.** The EC agreed to a date of Wednesday 14 June for a Special General Meeting on intercoms and house rules. The EC agreed to request the senior Strata Manager to attend to assist with discussions. The EC discussed the draft agenda and motions prepared by Link. Link Strata to update the current draft agenda (wording for motions for intercoms and rules requires amendment). ONGOING.
12. **Guidance for erections and alterations.** Preparation of a Guidance document for the EC to supplement the rules on erections and alterations remains ongoing. To be considered by owners at the SGM or AGM. ONGOING.
13. **Facia and soffit repairs.** As per the last two meetings, one quote has been received for repairs and painting of damaged fascia outside unit 16 but no other quotes have been received yet. Still awaiting quotes for repair of all damaged fascia and soffits around the complex for consideration at the AGM, including an option to include repairs in the painting quote. ACTION Link Strata.
14. **Balcony balustrades.** As per the last two meetings, quotes have been received from Endura Build for \$67,925 to replace all damaged balustrades with aluminium (to reduce ongoing maintenance per one owner's suggestion) and \$74,075 to replace them with timber. Still awaiting additional quotes to repair/replace only the damaged balustrades, including a quote for repairs as part of an annual maintenance program. Link Strata to follow up on these and all other outstanding quotes. EC Chair will provide a tracking table to assist with Link's follow up. ACTION Link Strata.
15. **Bollards.** The quotes for bollards will be presented at the AGM (Canberra Line Marking \$6,210 for 23 plastic bollards along the driveway and verge or \$5,060 for timber with 10 year life span). ACTION Link Strata.
16. **Preparations for AGM.** As per last meeting, the items recommended for scheduling by the Sinking Fund report and Maintenance Plan report are to be quoted for the proposed budget. Quotes have been received on many of the maintenance items scheduled for the next two years to inform the proposed budget. Follow up is required on some open quotes. One minor quote needs to be sought (repairs to brick work). The current schedule in the Sinking Fund plan of \$23,159 for 23/24, \$122,77 for 24/25 and \$54,687 for 25/26 does not incorporate the cost for works on balconies, bollards, damp remediation that may be recommended (pending report), drainage improvements, or landscaping. The schedule does include roof repairs, however these need to be completed earlier than scheduled in light of identified issues. An increase in levies will need to be considered at the AGM if planned maintenance and repairs are to proceed. One of the online Financial Reports in the landlord portal still needs to be updated on the sinking fund expenditure (drainage charges are listed in admin fund expenditure, not sinking fund expenditure). ACTION Link Strata.
17. **Planting of crepe myrtle.** Unit one owner to be contacted for an update on the agreed up to \$300 purchase for a crepe myrtle and arrangements for gardener to install. ONGOING.

OTHER BUSINESS

18. **Upstairs window cleaning.** Unit four requested advice on whether owners were responsible for cleaning upstairs windows, and if so, where there any specific requirements in regards to access and safety. The EC agreed to seek guidance from Link Strata on whether this is an owner responsibility and suggestions on how other complexes deal with window cleaning where access is an issue. ACTION Link Strata.

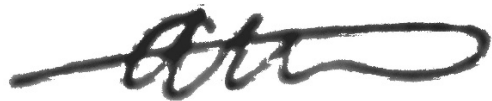
19. **AGM 6 July.** The EC agreed on the date of 6 July for the AGM. Submissions will need to be presented to Link Strata by 31 May. ACTION Link Strata.

CLOSING AND NEXT MEETING

20. The meeting was closed at 8:21pm. The next meeting will be held on Thursday 1 June at 6:00pm.

Alison Tinker

Ashlee Uren



30 May 2023

30 May 2023

**MINUTES OF THE EXECUTIVE COMMITTEE MEETING
NEREIDA GARDENS 33 DAWES ST KINGSTON ACT 2604
HELD ON 6 JUNE 2023 AT 7:00pm AEDT**

PRESENT:

Ashlee Uren Chair Unit 10

Alison Tinker Secretary Unit 13

MINUTES FROM LAST MEETING 18 MAY 2023

1. The EC Chair opened the meeting at 7:04. The minutes from the 18 May 2023 meeting were accepted.

ONGOING BUSINESS FROM PREVIOUS MINUTES

2. **Drainage and storm water inspection, maintenance and report.** As per the previous minutes, Level Plumbing (quoted for installation of an additional strip drain in the driveway \$17,000 and changes to the existing guttering to prevent excessive overflow \$1,000; also recommended the installation of sumps in low points in the garden which would need to be done prior to any garden landscaping) attended on site to provide clarification on their recommendations. One other quote has been received from Jet Blast; Link Strata to forward to the EC. The damp report will be reviewed once received before considering what action to take or quotes to recommend to AGM. ACTION Link Strata.

3. **Damp Investigations.** Inspection by Coot Consulting Engineers (\$1,980 for inspection of five units and provision of an Initial Engineering Report, summarising the concluded cause of water ingress/damp issues and recommended action) has been rescheduled from 1 June to 7 June 09:30am to 11:30. Unit 13 is unavailable on 7 June. As per Unit 5's request received on 22 May, Unit 5 has been included in the schedule of inspections. Units 3, 7 and 10 have responded and confirmed they are available. Awaiting responses from Units 5 and 17. Link Strata to follow up with Units 5 and 17. Coots have been provided with the 2021 damp survey results. ACTION Link Strata.

4. **Balcony works.** As per the previous minutes, scheduling of the remaining 7 balconies (14, 6 and 8 completed) will be included for discussion at the AGM on the proposed budget for the next year. Design and Build Group have provided a quote (\$49,973 with a further \$500 per balcony to pressure clean, seal and paint balcony undersides). Due to the requirement to engage and coordinate several different trades, the builder recommended that completion of all 7 simultaneously will be more cost effective.

5. **Pest control.** As per the previous minutes, Hart provided a quote of annual fee of \$973.50 for routine pest control treatment that includes a visit every two months to check and replace rodent stations and one spray treatment each year. The quote will be included in the admin fund budget / agenda at the next AGM. ACTION Link Strata.

6. **Lawyer review of rules.** Advice from Trinity Law on the draft rules was received on 20 May and disseminated to all owners. Their comments have been attached to the agenda for the SGM, which has been distributed to all owners. Awaiting receipt of invoice. ACTION Link Strata.

7. **Updated Sinking/Maintenance report.** As per the previous minutes, the updated Sinking/Maintenance Fund Schedule has been received from Solutions. Solutions has also provided a quote of \$2,048 for a fire safety report. It indicates that levies will need to be increased (further detail in paragraph 16). Both items will be included in the AGM agenda. ACTION Link Strata.

8. **Roof leaking report.** As per the previous minutes, Zycon repaired the Unit 12 leak. The invoice of \$990 detailed replacement of tiles and 'temporary fix to roof flashing'. Link Strata have followed up to check that the repairs have been completed (versus temporary fix) prior to payment of the invoice, waiting response from Zycon. Also awaiting Unit 12 advice on whether there was any further internal damage or work required. Link Strata to follow up. Two quotes were received to complete complex roof repairs, detailed below. The EC agreed to ask National Roof Care to provide an updated quote that includes repairing and/or replacing the flashing and include their quote for consideration at the AGM. Link Strata to request updated quote. ACTION Link Strata.

- a. Zycon \$22,415.80 to complete all repairs to the roof issues identified in Zycon's report of February 2022.
- b. National Roof Care \$12,019.43; does not include flashing.

9. **Garden Committee / garden upgrade.** As per the previous minutes, two quotes have been received, detailed below. Still awaiting further quotes including bike storage. ACTION Link Strata.

- a. Design and Build Co. approximately \$55,000 (based on anticipated hourly charge) to repair retaining wall that is falling down along fence at units 17-20, install stepping stones/pavers, excavate / level garden beds to improve drainage.
- b. Panacea. \$20,592 to repair retaining wall, install gravel and edging around buildings to improve drainage, supply and install 70 stepping stones/pavers, prepare and relevel soil, supply and install mature shrubs. Panacea also suggested custom built sheltered and lockable bike storage facility could be built but would cost approximately \$30,000. EC agreed the bike storage quote was excessive and further quotes would continue to be pursued.

10. **Intercoms.** Update to responses below. A quote was received from Crimtech of \$5,731 per block to install intercoms. Crimtech also quoted \$286 per block for removal of intercoms. All motions have been included in SGM agenda and on-line voting is open.

- a. Units 1 to 4. All owners requested intercoms.
- b. Units 5 to 8. All owners requested removal of intercoms.
- c. Units 9 to 12. Two owners have requested intercoms; two owners do not want intercoms.

- d. Units 13 to 16. One owner has requested an intercom; three owners do not want intercoms.
- e. Units 17 to 20. Unit 17 requested removal; Units 18 and 20 have not provided a response; Unit 19 has no voting rights.

11. **Special General Meeting 14 June 5:00pm for intercoms and house rules.** The agenda for the SGM on Wednesday 14 June at 5:00pm has been distributed and on-line voting is open. Awaiting confirmation from Link Strata that the senior Strata Manager is available to attend to assist with discussions.

12. **Guidance for erections and alterations.** Preparation of a Guidance document post the SGM for the EC to supplement the rules on erections and alterations remains ongoing.

13. **Facia and soffit repairs.** As per the previous minutes, only one quote has been received for repairs and painting of damaged fascia outside unit 16. Still awaiting quotes for repair of all damaged fascia and soffits around the complex for consideration at the AGM, including an option to include repairs in the painting quote. Link Strata to follow second quote. ACTION Link Strata.

14. **Balcony balustrades.** As per the previous minutes, quotes have been received from Endura Build for \$67,925 to replace all damaged balustrades with aluminium (to reduce ongoing maintenance per one owner's suggestion) and \$74,075 to replace them with timber. Still awaiting additional quotes to repair/replace only the damaged balustrades, including a quote for repairs as part of an annual maintenance program. Link Strata to follow up on these and all other outstanding quotes. EC Chair will provide a tracking table to assist with Link's follow up. EC Chair to action/follow up.

15. **Bollards.** As per the previous minutes, the quotes for bollards will be presented at the AGM (Canberra Line Marking \$6,210 for 23 plastic bollards along the driveway and verge or \$5,060 for timber with 10 year life span). The EC Chair noted that the quotes received were excluding GST; total is plus 10%, \$540 plus GST to conduct site inspection. ACTION Link Strata.

16. **Preparations for AGM.** As per the previous minutes, the items recommended for scheduling by the Sinking Fund report and Maintenance Plan report are to be quoted for the proposed budget. Quotes have been received on many of the maintenance items scheduled for the next two years to inform the proposed budget. Follow up is required on some open quotes. One minor quote needs to be sought (repairs to brick work). The current schedule in the Sinking Fund plan of \$23,159 for 23/24, \$122,77 for 24/25 and \$54,687 for 25/26 does not incorporate the cost for works on balconies, bollards, damp remediation that may be recommended (pending report), drainage improvements, or landscaping. The schedule does include roof repairs, however these need to be completed earlier than scheduled in light of identified issues. An increase in levies will need to be considered at the AGM if planned maintenance and repairs are to proceed. Link Strata to send all quotes received for the budget to the EC. The EC agreed to arrange a pre AGM meeting with LS. ACTION Link Strata.

17. **Planting of crepe myrtle.** As per the previous minutes, awaiting a response from Unit one owner to liaise with gardener to purchase and install the crepe myrtle, up to \$300. No further action required until this occurs.

18. **Upstairs window cleaning.** As per the previous minutes, Unit four requested advice on whether owners were responsible for cleaning upstairs windows, and if so, where there any specific requirements in regards to access and safety. Link Strata has advised that in some complexes where windows are inaccessible, the cleaning is funded. The EC agreed to obtain quotes for consideration at the AGM on a 50/50 payment, shared between the Unit owner and the Body Corporate. Link Strata to obtain quotes. ACTION Link Strata.

19. **AGM 6 July.** The Bulletin sent out on 9 May 2023 called for submissions for the AGM to be submitted by 31 May. The EC Chair will confirm with Link Strata whether any submissions have been received. ACTION EC Chair.

OTHER BUSINESS

20. **Bulletin.** A Bulletin was distributed on 5 June with information for the SGM.

CLOSING AND NEXT MEETING

21. The meeting was closed at 8:55pm. The date for the next meeting will be determined by the post AGM EC.



Alison Tinker
Secretary

11 June 2023

Ashlee Uren
Chair

11 June 2023

MINUTES OF EXECUTIVE COMMITTEE MEETING (PRE-ANNUAL GENERAL MEETING) Units Plan No. 410

DATE & TIME Thursday 15 June 2023 at 5:00 PM

LOCATION Zoom Conference Meeting

ATTENDANCE

PRESENT: Ashlee Uren, Alison Tinker
IN ATTENDANCE: Charnee Mugridge representing Link Strata Management.
CHAIR: Ashlee Chaired the meeting

1. **PREVIOUS EXECUTIVE COMMITTEE MEETING MINUTES**

It was resolved that the minutes of the previous Executive Committee Meeting dated 18 May 2023 be accepted as presented.

2. **AGM**

Agenda

The agenda was reviewed, and it was agreed to change the date as the proposed date was not suitable.

Proposed Budgets

The proposed budget and quotes were reviewed, and amendments were made.

Confirmation of AGM Venue

Date confirmed as 12 July 2023 – Time confirmed as 5:00 pm – Venue confirmed via Zoom Meeting.

3. **GENERAL BUSINESS**

1 Balcony motion

The EC advised that a balcony motion need to be added the AGM to approve the balcony sealing and tile replacement.

2 Rules

The EC discussed the rules and advised that a separate general meeting be held by voting paper for the rules will need to be arranged.

Meeting closed at approx. 6.26 pm

**MINUTES OF THE EXECUTIVE COMMITTEE MEETING
NEREIDA GARDENS 33 DAWES ST KINGSTON ACT 2604
HELD ON 12 JULY 2023 AT 7:00pm AEDT**

PRESENT:

Ashlee Uren Chair Unit 10

Alison Tinker Secretary Unit 13

MINUTES FROM LAST MEETING 6 JUNE 2023

1. The EC Chair opened the meeting at 7:20. The minutes from the 6 June 2023 meeting were accepted.

ONGOING BUSINESS FROM PREVIOUS MINUTES

2. Ongoing business was deferred until the next EC meeting.

OTHER BUSINESS

3. **Preparations for AGM 9 August.** The call for submissions for the AGM by 31 May was included in the Community Bulletin sent to owners via email and to one owner via the post as per their preference on 9 May. The call for submissions by 31 May was also detailed in the EC meeting Minutes. No submissions were received by the 31 May deadline. A number of motions were subsequently received from the owner of Unit 9 on 23 June. As the date of the AGM was deferred from 6 July, the EC agreed to further delay the meeting until 9 August and include the submissions.
4. **AGM Agenda.** The EC finalised agenda items for the AGM:
 - a. Executive Committee update.
 - b. Previous General Meeting Minutes.
 - c. Financial Statements.
 - d. Motion Owner 9: secure complex perimeter/gated complex.
 - e. Motion Owner 9: exclusive use of common area gardens by ground floor owners.
 - f. Motion Owner 9: request for unit 9 to obtain exclusive use of common property gardens surrounding units 9/10.
 - g. Motion Owner 9: removal of all mulch within 75cm of all walls.
 - h. Motion Owner 9: tree planting to require unanimous agreement from all owners.
 - i. Motion Owner 9: removal of common property gardens, trees and rocks between Units 7, 8 and 9, 10.
 - j. Motion Owner 9: installation of roofing over all entrance pergolas.
 - k. Motion Owner 9: clarification of role of the EC.
 - l. Motion Owner 9: restriction on spending by EC.
 - m. Motion Owner 9: EC to repay the owners corporation for legal fees expended on review of draft rules.
 - n. Motion Owner 9: communication in accordance with owners' preferences.
 - o. Motion Owner 9: provision of all quotes, reports and owner communications to all owners.
 - p. Motion Owner 9: priority trimming of Howitt St government trees.

- q. Motion Owner 9: request for roof top TV antenna on block 9-12.
- r. Updated Maintenance Plan and Sinking Fund forecast report.
- s. Proposed renewal of Strata Management Agreement with Link Strata.
- t. Proposed rule for strata correspondence to be sent via email and to set a printing and postage budget per owner per year.
- u. Proposed Administrative Fund budget.
- v. Proposed Sinking Fund budget.
- w. Installation of bollards.
- x. Completion of balconies works.
- y. Five year painting and maintenance program.
- z. Damp further investigations.
- aa. Insulation assessment.
- bb. Bike storage.
- cc. Election of Executive Committee.
- dd. General business.

5. The EC agreed that, due to the length of the AGM agenda, the papers and motions would be taken as read to avoid the meeting being an unmanageable length.

CLOSING AND NEXT MEETING

6. The meeting was closed at 23:15pm. The date for the next meeting will be determined by the post AGM EC.

DECISIONS OUT OF SESSION

7. The EC noted the decision from the General Meeting of 14 June to remove the intercom in block 5-8 and agreed to instruct Link Strata to accept the quote from Crimtech (\$286) on behalf of owners in that block per the motion that was carried. The EC confirmed the General Meeting minutes of 14 June and the pre-AGM meeting minutes of 15 June prepared by Link Strata.



Alison Tinker
Secretary

Ashlee Uren
Chair

16 July 2023

16 July 2023

MINUTES OF ANNUAL GENERAL MEETING Units Plan No. 410

DATE & TIME Wednesday 09 August 2023 at 5:30 PM
LOCATION Zoom Meeting
<https://us02web.zoom.us/j/83166502319?pwd=azVKSXQ4TWtCVDFrL2ZxNjV6eTM3dz09>

ATTENDANCE

Present:

Mr D and Mrs H Giles, Ms J Jones, Ms A Uren, Mr S Doyle, Mr D Caltabiano, Ms A Tinker

In Attendance:

Ms C Mugridge & Mr M Cheung representing Link Strata Management.

Pre-Meeting Voting:

Ms J James, Ms S Hunter, Ms A Tinker, Ms C Rafferty, Ms C Price, Mr K Sullivan

Proxy:

Mr M and Mrs A Neuhaus proxy to Mr S Doyle
Ms C Price proxy to the Chair

Chairperson:

Ms Ashlee Uren as Chair of the Executive Committee Chaired the meeting.

QUORUM

A quorum was not present however, the meeting proceeded on a Reduced Quorum basis per Section 3.9 of the Unit Titles (Management) Act 2011.

Secretarial Note: Owners are advised that under the Unit Titles (Management) Act 2011 (S.3.9) 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 is given a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.

1. EXECUTIVE COMMITTEE UPDATE

The chair provided a brief update on the activities undertaken during the year.

2. PREVIOUS GENERAL MEETING MINUTES

It was resolved that the minutes of the previous Annual General Meeting dated 14 June 2023 be accepted as presented.

MOTION CARRIED

9 For, 0 Against, 2 Abstain

3. FINANCIAL STATEMENTS

It was resolved that the financial statements for the period 1 April 2022 to 31 March 2023 be accepted as presented.

MOTION CARRIED

9 For, 0 Against, 2 Abstain

There was general agreement among owners present the next Annual General Meeting should be held earlier in 2024 to align the timing of the financial statements, which end 31 March, and proposed budgets.

4. MOTION FROM OWNER OF UNIT 9 COMPLEX SECURITY – GATED

The motion that the owners corporation agree to: investigating options for; and issuing requests for quotes, to secure the perimeter of the complex for:

1. an electric/remote operated driveway entry gate;
2. suitable fencing parallel with Unit 5/Dawes Street footpath; and
3. continuation of brick wall, parallel with Howitt St footpath, between units 7 & 9 and 11 & 13.

Example images of the proposed type of gate are **attached** for information. The example images were taken of a property located in Kingston, corner of Jardine St and Telopea Park.

If agreed, a further meeting to discuss/agree next steps, once all quotes have been received, and circulated to owners for consideration – with any additional questions/clarification of the quotes also provided **was defeated**.

MOTION DEFEATED

2 For, 9 Against, 0 Abstain

5. **MOTION FROM OWNER OF UNIT 9 GROUND FLOOR APARTMENTS – GRANTING OF EXCLUSIVE USE OF COMMON AREA/GARDEN SPACES BY SPECIAL PRIVILEGE RULE**

The motion that the owners corporation grant permission for exclusive use for common property/garden spaces immediately adjacent/outside each ground floor unit window and/or wall, where the unit owner agrees/requests, (in accordance with s.112A of Unit Titles (Management) Act 2011) **was defeated.**

MOTION DEFEATED

2 For, 9 Against, 0 Abstain r

6. **MOTIONS SUBMITTED BY LOT OWNER 9: REQUEST BY LOT 9 FOR GRANTING OF EXCLUSIVE USE OF COMMON AREA/GARDEN SPACES BY SPECIAL PRIVILEGE RULE TO LOT OWNER 9**

The motion that the owners corporation grant the owner of Lot 9, permission for the exclusive use of common property/garden spaces, under the special privilege rule (in accordance with s.112A of Unit Titles (Management) Act 2011) **was defeated.**

MOTION DEFEATED

2 For, 9 Against, 0 Abstain

7. **MOTIONS SUBMITTED BY LOT OWNER 9: GARDENS – REMOVAL OF MULCH**

The motion that the owners corporation agree to the removal/relocation of all mulch/tan bark from garden beds/common areas within 75cm of all walls, and areas where there is little of no sunlight to prevent dampness, termite infestation, and risk of non-compliance with insurance policies **was defeated.**

MOTION DEFEATED

2 For, 7 Against, 2 Abstain

There was general agreement among most owners present that proposals related to the garden should be considered by the owners corporation holistically and after any damp investigations.

8. **MOTIONS SUBMITTED BY LOT OWNER 9: ADDITIONAL PLANTING OF TREES**

The motion that the Owners Corporation agree that all owners to be consulted on (and in agreement) for any additional planting of trees in the complex **was defeated.**

MOTION DEFEATED

1 For, 9 Against, 1 Abstain

9. **MOTIONS SUBMITTED BY LOT OWNER 9: REMOVAL OF GARDEN SPACE BETWEEN UNITS 7,8&9,10**

The motion that the Owners Corporation agree to the re-location of trees, rocks, grass plants in garden space between units 7 & 9 (or re-sold) **was withdrawn.**

MOTION WITHDRAWN

Secretarial Note: The owner of Unit 9 withdrew the motion.

10. **MOTIONS SUBMITTED BY LOT OWNER 9: BUILDING PERGOLAS – INSTALLATION OF ROOF COVERING (E.G. COLORBOND/LASERLITE POLYCARBONATE)**

The motion that the Owners Corporation agree to the installation of suitable roofing material over the timber pergola structures leading into each of the buildings **was defeated.**

MOTION DEFEATED

3 For, 7 Against, 1 Abstain

11. **MOTIONS SUBMITTED BY LOT OWNER 9: CONFIRMATION/CLARIFICATION OF THE ROLE OF THE EXECUTIVE COMMITTEE / RESTRICTION ON SPENDING BY EC**

The motion that the Owners Corporation agree and confirm that the executive committee must exercise its functions only in accordance with any decision made by the owners corporation at a general meeting (as provided for in s. 35 (2) (f) Unit Titles (Management) Act 2011 Effective: 02/11/22) **was defeated.**

MOTION DEFEATED

2 For, 9 Against, 0 Abstain

It was noted by several owners present that this motion was not consistent with the *Unit Titles (Management) Act 2011*.

12. **MOTIONS SUBMITTED BY LOT OWNER 9: RESTRICT SPENDING BY THE EXECUTIVE COMMITTEE**

The motion that the Owners Corporation restrict spending by the Executive Committee to amounts:

1. approved in the general fund budget for the specific purpose intended; or
2. authorised by ordinary or special resolution **was defeated.**

MOTION DEFEATED

2 For, 9 Against, 0 Abstain

It was noted by several owners present that this motion was not consistent with the *Unit Titles (Management) Act 2011*.

13. MOTIONS SUBMITTED BY LOT OWNER 9: REPAYMENT OF MONEY SPENT BY EC ON LEGAL ADVICE FOR DRAFT RULES WHERE EXPENDITURE WAS NOT APPROVED FOR THE SPECIFIC PURPOSE AT THE LAST AGM

The motion that the Owners Corporation require the Executive Committee to repay the Owners Corporation, the money spent by EC on legal advice for the EC proposed draft house rules, where the expenditure was not approved for the specific purpose at the last AGM **was defeated**.

MOTION DEFEATED

1 For, 10 Against, 0 Abstain

There was general agreement among most owners present that this motion was not consistent with the *Unit Titles (Management) Act 2011*.

14. MOTIONS SUBMITTED BY LOT OWNER 9: CONSULTATION AND COMMUNICATION WITH OWNERS

The motion that the Owners Corporation require Link Stata and the Executive Committee to communicate with all owners equally, and in accordance with the owners preference **was defeated**.

MOTION DEFEATED

2 For, 9 Against, 0 Abstain

15. MOTIONS SUBMITTED BY LOT OWNER 9: QUOTES/REPORTS

The motion that the Owners Corporation require Link Stata and the Executive Committee to provide all quotes and reports to all owners prior to any works being undertaken, and that any concerns or questions raised by owner(s) are communicated to other owners for consideration and accepting of quotes/work **was defeated**.

MOTION DEFEATED

1 For, 9 Against, 1 Abstain

16. MOTIONS SUBMITTED BY LOT OWNER 9: TRIMMING OF ACT GOVERNMENT TREES – HOWITT STREET

It was resolved that the Owners Corporation require Link Strata and/or the Executive Committee to write to the ACT Government requesting that the branches of the ACT Government trees overhanging into the complex boundary (courtyards/roofs/balconies), in Howitt Street, be trimmed as a matter of priority.

MOTION CARRIED

5 For, 5 Against, 1 Abstain

The vote was tied and the chair cast deciding vote noting a request could be made but the ACT Government may not act on it as the ACT Government may not trim the trees unless they were assessed as a danger or hazard. Link was requested to seek advice from Access Canberra about the process of trimming government trees.

17. MOTIONS SUBMITTED BY LOT OWNER 9: REQUEST BY OWNER OF LOT 9 FOR PERMISSION TO INSTALL A ROOF TOP TV ANTENNA

The motion that the owners corporation grant the owner of Lot 9, permission for the installation of a TV antenna on the roof of Building 3, by a licenced electrician. The conduit to the antenna to be unobtrusive **was carried**.

MOTION CARRIED

6 For, 3 Against, 2 Abstain

The motion was carried, with reference to the below motion from a 2009 Executive Committee Meeting where it was agreed that only one antenna should be placed on the roof of each block.

MOTION

RESOLVED and carried that the Executive Committee have granted general approval for the installation of on free to air external digital television antenna on the roof of each unit block provided that:

- The interested unit owner(s) makes reasonable efforts to invite other owners within the same unit block to have a communal antenna.
- The unit owner(s) bear the cost of installation and maintenance of the antenna and all risks and responsibility in relation to the antenna. This relates to the unit owner(s) that have approved the installation then no responsibility will exist for that owner(s).
- Installation to be undertaken by a professionally qualified person
- Cabling must be as inconspicuous as reasonably possible.

An owner was not aware of this motion and it was noted that many owners do not have access to motions from past AGMs or EC meetings older than two years. The chair noted this is one of the reasons why the EC sought to confirm past motions in a set of consolidated and registered rules, which all owners would have access to. An owner noted one of the two antennas on block 1-4 is not working. The chair noted registered rules would also ensure new owners buying into the complex are aware of responsibilities in relation to antennas installed by past owners, and that antennas are maintained and do not become abandoned roof litter.

18. MAINTENANCE PLAN & SINKING FUND FORECAST REPORT

It was resolved that the Owners Corporation adopts the updated Maintenance Plan and Sinking Fund Forecast Report dated 6 March 2023

MOTION CARRIED

9 For, 1 Against, 1 Abstain

It was noted that in the next sinking fund forecast report update the antenna line is to be removed as this is owner's responsibility.

19. PROPOSED STRATA MANAGEMENT AGREEMENT

It was resolved that the Owners Corporation enter into an agreement with Link Corporate Services Pty Ltd trading as Link Strata Management for two (2) years and the fees be in accordance with the Strata Management Agreement.

MOTION CARRIED

9 For, 0 Against, 2 Abstain

20. RULE ON STRATA CORRESPONDENCE BY EMAIL AND PRINTING AND POSTAGE BUDGET

It was resolved by Special Resolution that the Owners Corporation agrees to add the below rule to the Registered Rules as rule no. 2.1 and register with the Land Titles Office, applying the Common Seal to documents as required. The Owners Corporation agreed to set a printing and posting allowance of \$100 per owner per year.

2.1 All Strata Related Correspondence including General Meeting papers to be sent by email

For the purpose of giving notice of a general meeting under Section 3.6 of the *Unit Titles (Management) Act 2011*, notices, levy notices and all other general correspondence will only be sent by email to an address notified for this purpose by the owner. If no email address is nominated to the Strata Manager, the notice will be sent by post. The corporation may from time to time set a reasonable allowance for each unit for printing and postage costs for general correspondence. The corporation may seek contributions to cover costs exceeding this amount from owners in relation to correspondence sent by post .

MOTION CARRIED

8 For, 2 Against, 1 Abstain

Secretarial Note: Votes for this motion were as follows: 8 for the motion, 2 against and 1 abstention. The motion was advised as defeated due to a miscalculation on the night of the meeting, however upon review of the votes, the motion passed as a special resolution.

21. PROPOSED ADMINISTRATIVE FUND BUDGET

It was resolved that the proposed Administrative Fund expenditure budget of \$81,330.00 and levy contributions of \$65,830.00 be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 1 September 2023, 1 October 2023, 1 December 2023 and 1 March 2024.

MOTION CARRIED

8 For, 2 Against, 1 Abstain

The meeting agreed that the pest control expenditure line be amended from \$500.00 to \$2,000.00 and the total admin expenditure budget be amended from \$79,830.00 to \$81,339.00 to account for the pest control that occurred in February 2023 and accrued after 1 April 2023.

The owner of Unit 9 requested the minutes note that she would like more information about the expenditure generally.

The representative for Unit 12 advised that it appears the Executive Committee has provided a level of information appropriate for the circumstances.

22. PROPOSED SINKING FUND BUDGET

It was resolved that the proposed Sinking Fund expenditure budget of \$151,000.00 and levy contributions of \$55,000.00 be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 1 September 2023, 1 October 2023, 1 December 2023 and 1 March 2024.

Levies to be due as follows:

Period of Levy	Levy Due Date
01/06/23 to 31/08/23	1 September 2023
01/09/23 to 30/11/23	1 October 2023
01/12/23 to 28/02/24	1 December 2023
01/03/24 to 31/05/24	1 March 2024

The general categories estimated in the proposed sinking fund budget were explained:

R & M – Building	\$2,000	Pressure washing driveways and building
R & M – Landscaping	\$25,000	Bollard installation – \$10,000 Bike storage – \$10,000 Payment of arborist work from early 2023 – \$5,000
R & M – Painting	\$26,500	Per year for five years. Includes timber balcony balustrade replacement and eaves repairs.
R & M – Remedial Works	\$7,000	Brick repairs - \$2,000 Gutter repairs - \$1,000 Payment for first stage damp report – \$2,000 Further damp investigation steps – \$2,000
Driveway repair and general maintenance	\$7,500	Included as contingency.

It was noted the levies have not been set since the end of the first quarter 2023 and four levies need to be raised before 31 March 2024. It was generally agreed that the next Annual General Meeting be held earlier to resolve this issue and enable levies to be distributed quarterly.

MOTION CARRIED

8 For, 2 Against, 1 Abstain

23. BOLLARDS INSTALLATION

It was resolved That the Owners Corporation approve to have bollards replaced and installed and payment be made from the sinking fund in line with the proposed sinking fund expenditure budget

MOTION CARRIED

8 For, 1 Against, 2 Abstain

24. BALCONIES WORKS

It was resolved that the Owners Corporation approve to have the balconies waterproofed and tiled with payment be made from the sinking fund in line with the proposed sinking fund expenditure budget.

MOTION CARRIED

9 For, 1 Against, 1 Abstain

The chair noted a proxy view that the balconies should not be completed in one year but should be staggered over several years.

25. FIVE YEAR PAINTING AND MAINTENANCE PROGRAM

It was resolved that the Owners Corporation agree to enter a contract with Programmed for a five-year maintenance and painting contract at \$26,500 per year.

MOTION CARRIED

9 For, 1 Against, 1 Abstain

The chair noted a proxy view strongly opposed to a painting and maintenance program. It was discussed the work included in this program (balcony balustrade timber replacement, eave repairs, and painting) would be completed upfront. It was discussed separate quotes on this work indicated once-off work would likely be as expensive as a program and would require large expenditure to be drawn from the sinking fund in one year which may prevent other concurrent maintenance and work. Executive Committee to discuss scope of works with the painter and confirm that rotten wood would be replaced and not just painted over.

26. DAMP - FURTHER INVESTIGATIONS

It was resolved that the Owners Corporation approve further investigations in relation to reported concerns with damp, consistent with the recommendations in Coot Engineers' report dated June 2023, with payment to be made from the sinking fund in line with the proposed sinking fund expenditure budget, and the Executive Committee to report on results and recommended next steps at the next Annual General Meeting

MOTION CARRIED

8 For, 2 Against, 1 Abstain

Some owners said the damp investigations are not necessary and condensation can be managed by residents.

27. INSULATION ASSESSMENT

It was resolved that the Owners Corporation seek an Energy Efficiency Rating report from a building assessor of the R-value of the ceiling insulation in the roof-space of each unit with payment to be made from the sinking fund in line with the proposed expenditure budget, and the Executive Committee to report on results and recommended next steps at the next Annual General Meeting.

MOTION CARRIED

8 For, 2 Against, 1 Abstain

Some owners said this should be individual owner responsibility. It was noted the roof space and electricals in the roof were owner's corporation responsibility and it could be advisable for the owners corporation to manage this work.

28. BIKE STORAGE

It was resolved that the Owners Corporation approve the installation of communal bicycle storage on common property with payment to be made from the sinking fund in line with the proposed sinking fund expenditure budget, with two proposals for the design, location, and cost to be developed and agreed to via voting paper.

MOTION CARRIED

6 For, 2 Against, 3 Abstain

The chair noted a proxy view opposed to bike storage.

29. ELECTION OF EXECUTIVE COMMITTEE

It was resolved that the Owners Corporation agree to appoint the following owners to form the Executive Committee until the next Annual General Meeting.

Ms Ashlee Uren, Mr Matthew Neuhaus, Ms Alison Tinker

30. GENERAL BUSINESS

It was noted that one owner (proxy) was against any further work on rules.

There being no further business the chairperson declared the meeting closed.

Meeting closed at 10:10 PM

Unit Titles (Management) Act 2011

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions

A1 The Owners Units Plan No: 410

A2 Annual General Meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on:- 09/08/2023

Tick applicable box, or both boxes if applicable:

☒ **Regularly convened** - The Annual General Meeting was regularly convened (not following any adjournment under *Unit Titles (Management) Act 2011* {Section 3.9 (3) or Section 3.9 (6) (a)}).

☐ **Convened after Adjournment** - The Annual General Meeting was convened following an adjournment or adjournments *Unit Titles (Management) Act 2011* {Section 3.9 (3) or Section 3.9 (6) (a)}.

A3 Reduced Quorum Decisions

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

Date of decision

Full text of reduced quorum decision

09/08/2023

See Attached Minutes

A4 Owners Corporation Declaration

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

Date 9 August 2023

Signed: *Charnee Mugridge*

Designation: Charnee Mugridge for Units Plan No 410

Units Plan No. 410

PROPOSED ANNUAL BUDGET

	ACTUAL 01/04/22-31/03/23	BUDGET 01/04/22-31/03/23	BUDGET 01/04/23-31/03/24
<u>ADMINISTRATIVE FUND</u>			
<u>INCOME</u>			
Levies - Administrative Fund	67,829.92	67,830.00	65,830.00
Interest On Overdue Levies	342.17	0.00	0.00
<u>TOTAL ADMIN. FUND INCOME</u>	68,172.09	67,830.00	65,830.00
<u>EXPENDITURE - ADMIN. FUND</u>			
<u>ADMIN EXPENSES</u>			
Accountancy Fees	0.00	170.00	170.00
Audit Fees	0.00	0.00	3,000.00
Bank Trans Fee	104.45	100.00	110.00
Consultants Fees	0.00	10,925.00	3,600.00
Insurance	19,318.39	17,545.00	22,220.00
Insurance Excess	1,500.00	0.00	1,500.00
It Charges	320.00	160.00	470.00
Legal Fees	0.00	4,000.00	4,000.00
Postage	109.15	15.00	110.00
Printing & Other Admin Costs	889.65	100.00	1,000.00
Registrar Generals Fees	0.00	350.00	0.00
Strata Management Fees	6,765.00	6,765.00	7,600.00
Strata Additional Service Fees	0.00	0.00	1,000.00
<u>REPAIRS & MAINTENANCE</u>			
R & M - Cleaning Contractors	8,320.40	10,000.00	12,000.00
R & M - Cleaning Gutters	1,750.00	1,750.00	1,750.00
R & M - Cleaning Windows	638.00	0.00	1,400.00
R & M - Electrical	936.65	250.00	1,000.00
R & M - Fire Services Contract	1,837.00	500.00	2,000.00
R & M - Gardening	824.05	1,000.00	1,000.00
R & M - Gardening Contractors	4,500.00	9,000.00	7,000.00
R & M - General Maintenance	2,099.74	2,500.00	2,100.00
R & M - Keys/Locks	445.00	0.00	500.00
R & M - Pest Control	0.00	1,000.00	2,000.00
<u>UTILITIES</u>			
Electricity	602.10	2,000.00	800.00
Water & Sewerage	4,708.12	4,500.00	5,000.00
<u>TOTAL ADMIN. EXPENDITURE</u>	55,667.70	72,630.00	81,330.00

Units Plan No. 410

PROPOSED ANNUAL BUDGET

	ACTUAL 01/04/22-31/03/23	BUDGET 01/04/22-31/03/23	BUDGET 01/04/23-31/03/24
<u>SURPLUS / DEFICIT</u>	<u>\$ 12,504.39</u>	<u>\$ (4,800.00)</u>	<u>\$ (15,500.00)</u>
Opening Admin. Balance	32,441.64	32,441.64	44,946.03
<u>ADMINISTRATIVE FUND BALANCE</u>	<u>\$ 44,946.03</u>	<u>\$ 27,641.64</u>	<u>\$ 29,446.03</u>

Units Plan No. 410

PROPOSED ANNUAL BUDGET

	ACTUAL 01/04/22-31/03/23	BUDGET 01/04/22-31/03/23	BUDGET 01/04/23-31/03/24
<u>SINKING FUND</u>			
<u>INCOME</u>			
Levies - Sinking Fund	36,500.16	36,500.00	55,000.00
Interest Received On Investment	127.05	0.00	0.00
<u>TOTAL SINKING FUND INCOME</u>	36,627.21	36,500.00	55,000.00
<u>EXPENDITURE - SINKING FUND</u>			
R & M - Balconies	16,830.00	20,000.00	65,000.00
R & M - Building	0.00	0.00	2,000.00
R & M - Driveway Repairs	8,965.00	4,000.00	2,500.00
R & M - Landscaping	0.00	5,000.00	25,000.00
R & M - General Maintenance	0.00	2,000.00	5,000.00
R & M - Painting	0.00	0.00	26,500.00
R & M - Plumbing	3,520.00	3,000.00	0.00
R & M - Remedial Works	0.00	7,000.00	7,000.00
R & M - Roof	0.00	0.00	18,000.00
R & M - Security	0.00	7,000.00	0.00
<u>TOTAL SINK. FUND EXPENDITURE</u>	29,315.00	48,000.00	151,000.00
<u>SURPLUS / DEFICIT</u>	\$ 7,312.21	\$ (11,500.00)	\$ (96,000.00)
Opening Sinking Fund Balance	135,504.79	135,504.79	142,817.00
<u>SINKING FUND BALANCE</u>	\$ 142,817.00	\$ 124,004.79	\$ 46,817.00

Units Plan No. 410

LOT BUDGET SUMMARY

31/03/2024

If the foregoing budget is adopted levies (including GST) for the specified period payable quarterly will be as follows:

		Administrative Fund		Sinking Fund	
<u>Lot No</u>	<u>Unit No</u>	<u>Entitlement</u>	<u>Net</u>	<u>Net</u>	<u>Net Total</u>
1	1	494	813.00	679.25	1,492.25
2	2	494	813.00	679.25	1,492.25
3	3	494	813.00	679.25	1,492.25
4	4	494	813.00	679.25	1,492.25
5	5	494	813.00	679.25	1,492.25
6	6	494	813.00	679.25	1,492.25
7	7	494	813.00	679.25	1,492.25
8	8	494	813.00	679.25	1,492.25
9	9	519	854.14	713.62	1,567.76
10	10	519	854.14	713.62	1,567.76
11	11	519	854.14	713.62	1,567.76
12	12	519	854.14	713.62	1,567.76
13	13	509	837.69	699.88	1,537.57
14	14	509	837.69	699.88	1,537.57
15	15	509	837.69	699.88	1,537.57
16	16	509	837.69	699.88	1,537.57
17	17	484	796.54	665.50	1,462.04
18	18	484	796.54	665.50	1,462.04
19	19	484	796.54	665.50	1,462.04
20	20	484	796.54	665.50	1,462.04
Total			\$16,457.48	\$13,750.00	\$30,207.48

Totals: **\$16,457.48** **\$13,750.00** **\$30,207.48**

**MINUTES OF THE EXECUTIVE COMMITTEE MEETING
NEREIDA GARDENS 33 DAWES ST KINGSTON ACT 2604
HELD ON 30 AUGUST 2023 AT 6:00pm AEDT**

PRESENT:

Ashlee Uren Chair Unit 10

Matthew Neuhaus Committee Member Unit 12

Alison Tinker Secretary Unit 13

EC ROLES AND RESPONSIBILITIES

1. **Appointment of EC roles.** Appointed: Ashlee Uren as **Chairperson, Treasurer.** Alison Tinker as **Secretary.**
2. **Legislation and guidance on EC functions.** The EC noted the Google Drive folder of guidance and legislation including the Code of Conduct.

EC METHODS OF WORKING

3. **Meeting schedule and platform.** The EC decided to meet monthly via Teams.
4. **EC communication out of session.** The EC agreed to decide decisions via a weekly summary email from the chairperson, with reminders by text as required for urgent matters. ACTION Link Strata to add Ashlee Uren to Invoice Hub to approve invoices, following EC agreement.
5. **EC communication with owners.** The EC noted all EC meeting minutes and other key documents are available on the StrataMax portal and will continue to be sent by email. The EC agreed to keep avenues for communication with owners under review.

OTHER BUSINESS

6. **Draft maintenance and work calendar 2023-24.** The EC agreed the committee would try to frontload as much work as possible and provide owners with as much notice as possible, where unit access is required.
7. **Link Strata contract.** ACTION: Chairperson to sign with Link.
8. **Roof repairs.** AGM approved budget estimate of \$18,000. The EC accepted the lowest quote (National Roof Care, \$13,003.38). ACTION Link: Provide the Zycon roof report of February 2023 to NRC, schedule work and issue notice to owners and tenants.
10. **Damp investigations.** AGM approved further investigation works suggested in the damp report by Coot Engineers, with the EC to report on findings at the next AGM. AGM approved a total remedial budget estimate of \$7,000 which would cover this work. EC agreed to accept the quote (\$2,596, Indepth Plumbing & Excavation, recommended by Coot) for the following investigations: Remove two bricks for inspection into wall cavity on two units, pressure test main water supply pipe work in complex, pressure test two individual unit water supplies, camera drainage pipe work around two units and any pipe work that could cause any problems. EC decided the units prioritised would be those ranked as worst following the 2021 damp survey and that the following units would be approached first regarding having the work done: units 5, 19 and 3. ACTION Link: Accept quote, confirm Coot as to whether they can also attend to supervise work and any charges involved, schedule work and issue notice to owners and

tenants of unit 5 and 19 in the first instance (followed by unit 3 if either of these units is unavailable).

11. **Insulation assessment.** AGM approved budget estimate of \$1500. The EC agreed to seek quotes for consideration. ACTION Link.

12. **Pressure cleaning.** AGM approved budget estimate of \$2,000. EC accepted the lowest quote (SprayJet, \$1,650 + GST). ACTION Chairperson to confirm the cleaning will not cause damage. ACTION Link to schedule work with SprayJet and issue notice to owners and tenants to protect their belongings on balconies/courtyards.

13. **Balcony works.** AGM approved budget estimate of \$65,000 with almost \$4,000 already incurred on expenses from the first three balconies. EC accepted the quote from Design & Build Group, noting prices have unfortunately increased from the quote presented at the AGM, to \$65,230 (see attached quote, with a small discount negotiated by chair) but that costs are likely to further increase should the EC go back out to quote. EC agreed to schedule work for November to provide owners with several months of notice.

ACTION Uren: to draft communication to owners regarding access that will be required. Access to the following units will be required for the duration of the work: units 2, 4, 10, 12, 16, 18, 20 (balconies) and 1, 3, 5, 7, 9, 11, 13, 15, 17, 19 (if these units would like pressure cleaning and repainting of any damage to balcony undersides).

14. **Cleaning scope of works.** EC agreed to amend the cleaners' (New Generation) scope of work to include the biannual clean of foyer windows (\$1480) and common property storage and toilet (\$380) and also add a monthly dust and sweep of the rubbish area. ACTION: Link.

15. **Routine gutter cleaning.** EC accepted the advice and quote of SolarWash (\$2180) to remove the gutter guards and clean the gutters, noting the advice and photos that the gutter guards are in very old and very poor condition. ACTION Link: Accept quote including to remove damaged gutter guards, schedule work and issue notice to owners and tenants.

16. **Routine pest control.** EC agreed to accept the quote (Harts, \$175) for inspections and replenishment of rodent stations every two months and a termite inspection (Harts, \$400) once per year. The quote also included an annual pest spray (\$800) which would be considered in the next AGM budget. ACTION Link.

17. **Correspondence to ACT Government regarding Howitt Street tree pruning.** ACTION Link: Write to Access Canberra as per AGM motion.

18. **Correspondence with owners.**

- a. **Window cleaning.** Two owners have written to the EC inquiring about cleaning the inaccessible windows. ACTION Chair to inquire with Programmed to determine if this can be completed during the repaint.
- b. **Laying new mulch.** An owner has written to the EC inquiring about laying mulch in all garden areas. ACTION Chair to respond with the EC's decision not to lay new mulch, noting that proposals to the garden will be considered holistically as part of a garden upgrade and following damp investigations, per AGM discussions.
- c. **Complaints in relation to non-compliance with the House Rules.** ACTION Link Strata to respond to the owner and advise the EC is considering its functions in relation to the House Rules (noting old rules that are inconsistent with the current legislation have no effect and non-registered rules are not enforceable).

DECISIONS OUT OF SESSION

19. **AGM Minutes.** EC confirmed the minutes that had been issued to owners, and available on StrataMax.
20. **Insurance.** Confirmed the EC had accepted by email the lowest quote of \$17,264.43 from Strata Unit Underwriting, noting comparable scope of coverage across the quotes.
21. **Bollards council application.** Application has been made to council to install bollards as approved at AGM.

CLOSING AND NEXT MEETING

22. The meeting was closed at 7:20pm. The next meeting will be held on 4 October.



Alison Tinker
Secretary

20 September 2023

Ashlee Uren
Chair

20 September 2023

**MINUTES OF THE EXECUTIVE COMMITTEE MEETING
NEREIDA GARDENS 33 DAWES ST KINGSTON ACT 2604
HELD ON 5 OCTOBER 2023 AT 6:00pm AEDT**

PRESENT:

Ashlee Uren Chair Unit 10

Matthew Neuhaus Committee Member Unit 12

Alison Tinker Secretary Unit 13

RATIFICATION OF OUT OF SESSION DECISIONS

1. **Link Strata contract.** The contract with Link Strata has been renewed.
2. **Damp investigations.** The EC agreed to schedule attendance by Indepth Plumbing & Excavation and Coot Engineers (additional \$990) on 9 October. The report will be presented at the next AGM.
3. **Pressure cleaning.** Pressure cleaning was completed by SprayJet.
4. **Termite inspection.** Harts completed the termite inspection and recommended the removal of abandoned timber furniture. The EC agreed the Chair would remove the furniture and be reimbursed the tip fees.
5. **Gutter cleaning.** SolarWash completed removal of gutter guards and 300L of leaf debris (total cost \$2980). The EC agreed to recommend gutter cleaning be conducted twice per year at the next AGM.
6. **Driveway repairs.** ACT Driveways have completed driveway repairs (\$5,000): inspecting the paved driveway and paths; remedying sinking, worn or lifted pavers and trip hazards; and finishing with a high-quality silicone gap sand. The brick walls around the carports were also repaired as part of this work.
7. **Fire safety.** \$550 agreed as part of fire safety contract.
8. **Correspondence to ACT Government regarding Howitt Street tree pruning.** Owners have been notified Access Canberra advised the Howitt Street trees do not require pruning.

OTHER BUSINESS

9. **Bollards installation council application.** Awaiting council approval.
10. **Roof repairs.** National Roof Care will commence the roof repairs in November.
11. **Insulation assessment.** One quote of \$858 has been received from Canberra Energy Ratings to assess all five unit blocks. The EC agreed to accept the quote and schedule the work. ACTION: Link.
12. **Cleaning scope of works.** The biannual clean of the foyer windows will be completed on 23 October and in May 2024. The EC agreed to add to the cleaners' (New Generation) scope of works a \$100 monthly clean of the garbage area. New Generation also offered to provide an additional annual deep clean of the garbage area for \$580; the EC will review this in 12 months. The total annual cleaning cost is \$12,240. ACTION: Link.

13. **Window cleaning.** Cleaning of inaccessible windows will be discussed at the next EC meeting.

14. **House rules.** A Unit owner has written to the EC regarding violation of the house rules: a car being parked on the lawn and two residents hanging laundry on their balconies. The EC noted the parking on the lawn has ceased and one of the two residents with laundry has moved out of the complex. The EC agreed that as the revision of the house rules (that are not currently enforceable) is ongoing, these matters will be addressed at a later date.

15. **Unapproved modifications.** Unit 9 has undertaken unapproved modifications, including rendering the building brickwork facade, and painting timberwork, visible from the street and in colours that do not match the existing colour scheme. Under default rule 1.4, approval must be obtained to make any modifications. An alterations request form is to be emailed and posted to Unit 9 so retrospective approval can be considered by the EC. ACTION: Link.

16. **Pressure cleaning.** The EC noted an owner had raised concerns that the pressure cleaning had caused damage to the driveway and had not been done to building walls. This was subsequently rectified.

17. **Balcony works.** The work is scheduled from 10-23 November. An email will be sent to owners regarding access that will be required by Design & Build Group.

18. **Request for pot plant.** The EC agreed to approve Unit 3's request to place a pot plant in front of their ground floor window, on common property. ACTION: Link Strata.

19. **Gutter repairs.** The EC agreed to accept the quote of approximately \$1,400 (to be confirmed and agreed out of session) from Level Plumbing to complete the repairs to the gutters and downpipes. ACTION: Link Strata.

20. **Painting.** The EC agreed to commence scheduling of the painting of the complex, and repairs to facias and balustrades by Programmed as agreed at the AGM. ACTION Link Strata.

21. **Project management of works.** The EC agreed to request a quote from Link Strata to project manage balconies works for the complex.

22. **ACT Government grants for becoming electric vehicle ready.** The EC agreed to distribute a survey to owners to determine concurrence to submit a grant for an assessment on EV requirements and completion of EV readiness work. If owners concur, the EC will submit an application to the ACT Government for the grant. ACTION: EC chair.

CLOSING AND NEXT MEETING

23. The meeting was closed at 7:15pm. The next meeting will be held on 1 November.



Alison Tinker
Secretary
15 October 2023

Ashlee Uren
Chair
15 October 2023

**MINUTES OF THE EXECUTIVE COMMITTEE MEETING
NEREIDA GARDENS 33 DAWES ST KINGSTON ACT 2604
HELD ON 10 NOVEMBER 2023 AT 6:00pm AEDT**

PRESENT:

Ashlee Uren Chair Unit 10

Matthew Neuhaus Committee Member Unit 12

Alison Tinker Secretary Unit 13

MINUTES FROM PREVIOUS MEETING

1. The minutes from the 5 October 2023 meeting were confirmed.

ONGOING BUSINESS FROM LAST MEETING

2. **Roof repairs.** Scheduling is ongoing for replacement of damaged tiles and degraded flashings. National Roof Care have advised they are seeking to complete the work in 3 to 4 week's time in late November / early December. ACTION Link to request a quote from National Roof Care for the recommendations in the damp report while on site.
3. **Damp investigations.** The investigations have been completed and Coot has provided a report. The EC agreed to send several follow-up questions to ensure the report back to the 2024 AGM is clear. Following this, the report will be circulated to owners and presented at the AGM. ACTION Link to seek quotes on the recommendations from Coot, to inform budgets to be presented at AGM.
4. **Insulation assessment.** Canberra Energy Ratings has been engaged to inspect insulation energy ratings as agreed at the 2023 AGM. Access to the roof space via top floor units is required. Scheduling for 20 November 2023 (during the balcony works to minimise disruptions). ACTION Link to send out notice of works to owners.
5. **Balcony works.** Balcony works have commenced by Design and Build Group and is scheduled for 10 - 23 November. The EC thanks owners for cooperation in providing access. ONGOING.
6. **Window cleaning.** The bi-annual foyer window clean has been completed. ACTION: Link to accept quote and schedule work to clean the inaccessible upstairs windows by Rope Access Engineering for \$1900 (Administrative Fund), subject to Chair seeking Link's views about the quality of window cleaning service providers.
7. **Bollard installation.** Ongoing awaiting for council approval. Once council approval is received, ACTION Link to accept quote from Canberra Lines Marking for \$8374 to remove existing damaged pine bollards and install "Replas Bollard 100mm Square x 1.5M hollow recycled plastic with reflective band". Price is comparable to \$7325 for pine bollards. Chair to seek samples to assist with selecting colour, but EC indicated an initial preference for brown to match the complex's colour scheme.

8. **Gutter repairs.** The replacement of damaged downpipes and installation of spreader for gutter overflow near Units 9 and 10 has been completed by Level Plumbing. Sections will be painted during the complex repaint in December. Closed.
9. **Painting programme.** Programmed has advised they would like to commence work on 28 November (instead of 4 December as originally proposed) in order to finish work before Christmas. ACTION Link to issue updated notice to residents. The EC discussed access requirements and noted access to courtyard units will be required to complete the repaint.
10. **ACT Government grants for electric vehicle readiness: survey and application.** The grant has been submitted, outcome pending.
11. **Unapproved alterations lot 9.** The EC agreed to send a third letter regarding the unapproved alterations by registered post and ask Link to call lot 9 owner, as no replies have been received. Ongoing.

NEW BUSINESS

12. **Intercoms.** The EC noted units in block 1 to 4 are discussing the installation of an intercom system. Once decided, a rule would need to be agreed and registered to give effect to this decision and set up a separate special purpose fund for that block for the intercom.
13. **Rules.** The EC discussed the next steps to confirm, consolidate and register the rules for the complex. A consolidated package of rules had been considered and discussed by owners as part of the prior consultation process and at the Special General Meeting in June 2023. The EC agreed to circulate a voting paper to owners for individual voting on each rule, rather than voting on the full package. 'Tranche 1' of rules for voting would be limited to priority rules: rules regarding erections and alterations that have previously been agreed by past ECs and AGMs and are important to make maintenance obligations clear e.g. intercoms, air-conditioning units, TV antennas, courtyard gates; and rules that are important to enable Link Strata to assist in the management of the complex. The EC agreed to aim to circulate the voting paper in December, with voting responses due in February 2024.
14. **Bike storage.** The 2023 AGM agreed in principle to install bike storage, with the type and location to be decided by voting paper. EC discussed ideas for bike storage including open bike racks with privacy screens, and a lockable bike shed. These would be located on unused parts of the common property garden. It was discussed that storage in the foyer might be cluttered and have fire safety implications. ACTION Chair to work with Link to seek quotes for discussion.
15. **Garden upgrade.** ACTION Chair to seek quotes for landscaping, repairing the irrigation and implementing damp solutions, for presentation at the 2024 AGM.
16. **Fire safety report.** ACTION Link to accept quote from QIA Solutions for a fire safety report for the complex for \$2,048.

17. **Newsletter.** The EC noted last year quarterly newsletters were sent to residents. Noting the volume of recent correspondence and work notices, the EC agreed to send an update newsletter to residents around Christmas.

OTHER DECISIONS OUT OF SESSION

18. The cleaner has reported the common property toilet is leaking. ACTION Link to engage Level Plumbing to repair.

CLOSING AND NEXT MEETING

19. Meeting closed at **7:09pm**. Next meeting **Wednesday 6 December 2023**.



Alison Tinker
Secretary

27 November 2023

Ashlee Uren
Chair

27 November 2023

**MINUTES OF THE EXECUTIVE COMMITTEE MEETING
NEREIDA GARDENS 33 DAWES ST KINGSTON ACT 2604
ON 6 DECEMBER 2023 AT 6:00PM AEDT**

ATTENDEES:

Ashlee Uren, Chairperson (Unit 10)
Matthew Neuhaus, Committee Member (Unit 12)
Alison Tinker, Secretary (Unit 13)

1. **Confirmed last minutes from meeting 10 November 2023.**

ONGOING BUSINESS FROM LAST MEETING

2. **Roof repairs.** National Roof Care attended on Tuesday 28 November but has advised the complex requires the installation of permanent roof anchors for safety, to complete the tile replacements. EC to review quotes on the papers with a view to prioritise roof repairs as soon as possible. ONGOING.
3. **Damp investigations and next steps.** Awaiting responses to follow-up questions on the damp report from Coot Engineering and quotes for recommended next steps to discuss at next meeting. The EC also discussed the related issue of the capacity and overflow of gutters and drainpipes which has been raised by a few owners and agreed to consider alongside recommended steps on drainage from Coot. ONGOING.
4. **Insulation assessment.** Canberra Energy Ratings has attended and inspected all units (except one, to be arranged separately with owner). Owners should receive individual reports in due course; all units inspected are in compliance with legislation on minimum ceiling insulation standards except one unit. The EC agreed upgrade of insulation will be the responsibility of individual owners, subject to the relevant approvals. CLOSED.
5. **Balcony works.** The balcony works have been successfully completed and waterproofing certificates have been received. The EC discussed the air conditioning rule that is registered and which will need to be updated to ensure air conditioning units remain fixed to the wall rather than the floor, to avoid compromising the new waterproofing. Unfortunately, a tenant has advised one key has been misplaced in the final stages of the works. The EC agreed to arrange for lock replacement and new keys, and follow up with the builder regarding costs. Quotes to be reviewed by the EC on the papers. CLOSED.
6. **Window cleaning.** Rope Access Canberra quote accepted at the last meeting, scheduling for January. ONGOING.
7. **Bollard installation.** Canberra Line Marking quote accepted at the last meeting, brown colour selected for bollards to match the complex colour scheme. Installation will be scheduled once bollards have been made. ONGOING.

8. **Painting and maintenance programme.** Commenced 28 November. The Chairperson advised the work and the painting appears to be of a high quality so far. Programmed have advised they are organising access directly with owners and tenants – the EC will monitor this arrangement. Programmed have also advised the work should be complete before Christmas. ONGOING.

9. **ACT Government grants for electric vehicle readiness: survey and application.** Application submitted, expecting to hear the outcomes by end of year. ONGOING.

10. **Unapproved alterations lot 9.** A response was received from the owner of lot 9 and a further letter has been sent to the owner of lot 9. ONGOING.

11. **Intercoms.** Decision from block 1-4 on installing a new intercom system under consideration. ONGOING.

12. **Rules.** Link Strata has prepared a voting paper for approving and registering 'Tranche 1' of rules, to be circulated in the week commencing 11 December with responses due by end January 2024. If agreed, the owners corporation would register two rules Link Strata have recommended to ensure the smooth running of the body corporate, and six rules to confirm and register past EC or AGM decisions on alterations and erections (air conditioning units, television antennas, courtyard gates, intercoms, security screens). This will ensure a consolidated version of past decisions is registered for clarity. The EC agreed the voting paper would also include a motion to confirm the erections and alterations rule that was registered in 2009. ONGOING.

13. **Fire safety report.** Quote accepted from Solutions, scheduling. ONGOING.

14. **Garden upgrade.** A scope of works is being prepared to seek quotes on the garden upgrade to be presented at the 2024 AGM. The garden upgrade will incorporate ideas from the previous Garden Committee and the EC agreed further ideas would be sought from owners to consider including in the Christmas Community Bulletin. The scope of works will also include landscaping recommendations from Coot, pending Coot's responses to follow up questions. ONGOING.

15. **Bike storage.** The EC agreed that quotes for bike storage solutions would be limited to solutions that do not require building approval. ONGOING.

NEW BUSINESS

16. **ACT Government solar grant.** The EC noted owners previously expressed interest in solar as part of the survey on electric vehicles. The EC agreed to apply for the grant recently opened by the ACT Government and advise owners. ONGOING.

17. **Insurance valuation.** The EC agreed to seek quotes for an updated valuation.

18. **Correspondence from an owner on bike storage.** Regarding a complaint concerning bike storage in a carport, the EC agreed to consider photos and information concerning this complaint on the papers (Chair recused). ONGOING.

19. **Correspondence from an owner on courtyard taps.** The EC discussed correspondence which suggested some courtyard units have taps and others do not. It was discussed that such taps may draw on common property water. It was discussed that it would be beneficial to have a consistent approach for all courtyard units, however this should be reflected in entitlements and contributions to the water bills, so top floor unit owners are not paying for the use of water by courtyard unit owners. ACTION Link Strata to advise on whether there are currently any differences in entitlements.

OTHER DECISIONS OUT OF SESSION

20. **Balcony works variation.** Additional \$2970 above original quote as additional machinery was needed to adequately prepare three balconies for waterproofing.

CLOSING AND NEXT MEETING

21. Meeting closed 7:00pm. Next meeting 10 January 2024.

**MINUTES OF THE EXECUTIVE COMMITTEE MEETING
NEREIDA GARDENS 33 DAWES ST KINGSTON ACT 2604
ON THURSDAY 11 JANUARY 2024 AT 6:00PM AEDT**

INVITEES:

Ashlee Uren, Chairperson (Unit 10)
Matthew Neuhaus, Committee Member (Unit 12)
Alison Tinker, Secretary (Unit 13)

1. **Confirm last minutes from meeting 6 December 2023.**

ONGOING BUSINESS FROM LAST MEETING

2. **Roof repairs.** NRC have advised they cannot complete the work (quote accepted in September) without a roof safety system / roof anchors. Awaiting quotes for roof anchors, to be considered on the papers. Ongoing.
3. **Damp investigations and next steps (re drainage).** Waiting on follow-up responses from Coot Engineering regarding their report. Ongoing.
4. **Window cleaning.** A quote has been accepted from Rope Access Engineering, scheduled for 19 January 2024. The EC agreed to instruct Rope Access to remove fly screens. Ongoing.
5. **Bollard installation.** A quote has been accepted, and brown colour selected for the installation of bollards, scheduled for the week of 29 January 2024. Ongoing
6. **Painting programme.** The first year of painting and maintenance program is largely completed. A few issues remain outstanding (cleaning paint splatters from a balcony, spray-painting the back timber fence). ACTION Link to follow up and instruct Programmed to paint the air-conditioning conduit that has not yet been painted.
7. **ACT Government grants for electric vehicle readiness: survey and application.** Unfortunately our application for a grant to become electric vehicle ready was unsuccessful. Closed.
8. **Unapproved alterations lot 9.** As no response has been received to the most recent letter, the EC agreed to issue a rule infringement notice for unapproved alterations. ACTION Link Strata to draft.
9. **Intercoms.** Decision from block 1-4 on installing a new intercom system ongoing. The EC agreed to close this action item until it is raised again by owners in the block. Closed.
10. **Rules.** A voting paper is out for owners' decision by 31 January 2024. ACTION Link to send a reminder to owners.
11. **Fire safety report.** A quote from Solutions has been accepted, scheduling. ACTION Link to follow up.

12. **Garden upgrade.** Owners' suggestions are invited before 31 January 2024 on garden upgrade ideas. The EC approved 1) a draft scope of works for the garden upgrade and 2) a draft scope of works for a new gardening service. ACTION Link to seek quotes on these scope of works, to present at the AGM.

13. **Bike storage.** Seeking quotes. ACTION Chair to develop options.

14. **ACT Government solar grant.** Awaiting outcome. Ongoing.

15. **Insurance valuation.** Two quotes have been received, for approximately \$623 and \$1848. The EC agreed to include the lower quote in the 2024-25 budget for presentation at the AGM. Closed.

17. **Correspondence from an owner on bike storage in unit 10 carport.** ACTION Secretary to advise Link Strata of the EC's decision (Chair recused) on this correspondence asking for unit 10 to remove the bike rack. Closed.

18. **Correspondence from an owner on installing courtyard taps.** ACTION Link to advise the owner to submit a request for erections and alterations if they wish to proceed. Closed.

NEW BUSINESS

19. **Unit 11 new paved footpath outside gate.** The EC noted that other owners have in the past undertaken this alteration and discussed whether pre-emptive approval could be given. The EC agreed that owners wishing to make a similar alteration will need to seek approval to ensure a consistent approach and that there is a record of maintenance obligations, as this is common property and visible from the streetfront. ACTION Link to write to the owner asking them to submit a retrospective application.

20. **AGM preparations.** The EC agreed the next EC meeting would be focused on AGM preparations and budgets. Ongoing.

OTHER DECISIONS OUT OF SESSION

21. **Gift from Design and Build Group.** Design and Build Group had given a thank you hamper for completion of the balcony works. The EC gave this hamper to Link Strata. Closed.

22. **Locksmith cost for unit 12 (\$165).** The invoice has been paid. Closed.

CLOSING AND NEXT MEETING

22. Meeting closing 6:58pm. Next meeting Wednesday 7 February at 6pm AEST.

**MINUTES OF THE EXECUTIVE COMMITTEE MEETING
NEREIDA GARDENS 33 DAWES ST KINGSTON ACT 2604
ON WEDNESDAY 6 MARCH 2024 AT 6:00PM AEDT**

PARTICIPANTS:

Ashlee Uren, Chairperson (Unit 10)
Matthew Neuhaus, Committee Member (Unit 12)
Alison Tinker, Secretary (Unit 13)
Charnee Mugridge (Link Strata)

1. Confirm last minutes from meeting 8 February 2024.

ONGOING BUSINESS FROM LAST MEETING

2. Bollard installation. Rescheduled to the 15 March 2024. Notice has been sent to all owners once install the EC would like photos of the installed bollards.

3. Unapproved alterations lot 9. Still no response the EC advise to wait until after the 14 March as advise in the letter.

4. Response to previous correspondence lot 9. ACTION Link Strata respond to correspondence from unit 9 and advise of the EC decisions.

5. OUT OF SESSION DECISION/APPROVALS CONFIRMED

Unit 10 bike rack. – unit 10 was not part of this decision due to conflicted of interest.

Unit 11 paved pathway on common property

AGM PREPARATIONS

6. Draft agenda. Will be arranged next month and issued to the EC for approval before issuing to all owners.

7. Draft budgets. Was discussed and prepared and if needed this can be adjusted at the AGM. The EC advised that they will prepare a report for the meeting to explain the budget.

8. Quotes

- **Roof repairs.** Ashlee advised that the scope of works need to be amended and Link Strata will obtain quote for the roof repairs.
- **Drainage upgrade / damp report recommendations.** Link has asked Coot to provide contractor that will be able to complete the work as contractors that have been approached are unable to do the work.
- **Drainage and sewerage inspection.** Ashlee advised that the maintenance plan advise this needs to be completed every two years and the inspection was completed last year this will be arranged again next year.
- **Electrical inspection (received)** EC to advise which quote they would like to accept.
- **Gate repairs.** Waiting on Programmed to provide quote.

- **Garden upgrade.** EC have asked link to reach out to Sue to see if she is able to meet some contractor on site to confirm the scope of works.
- **New gardener.** Link Strata to issue scope of works for quotes for a new gardener.
- **Building Manager.** Discussion about the one quote we have received was more than the EC expected and have asked if they can amend the quote request to be one for once a month and or fortnightly visits.
- **Hedges And Vines on Building** Link to email Gardenia Gardening services to cut back the hedges and to remove the vines that are growing on the walls of the building.

9. Executive Committee. Link has not received any nominations for the Executive Committee.

10. AGM Date and Time. Temporary date and time for AGM is 2 May 2024 at 6pm.

11. Meeting closing and next meeting. Meeting closed 7:00pm.

**MINUTES OF THE EXECUTIVE COMMITTEE MEETING
NEREIDA GARDENS 33 DAWES ST KINGSTON ACT 2604
ON THURSDAY 8 FEBRUARY 2024 AT 6:00PM AEDT**

PARTICIPANTS:

Ashlee Uren, Chairperson (Unit 10)
Matthew Neuhaus, Committee Member (Unit 12)
Alison Tinker, Secretary (Unit 13)

- 1. Confirm last minutes from meeting 11 January 2023.**

AGM PREPARATIONS

- 2. Draft 2024 AGM Agenda.** The EC reviewed a draft AGM agenda including:
 - a. Mandatory AGM items.** The EC noted the items that must be included in the AGM agenda per the *Unit Titles (Management) (Meeting Agenda) Guidelines 2023*:
 - i. insurance details
 - ii. fire safety compliance (report pending)
 - iii. maintenance and service issues and contracts
 - iv. financial statements
 - v. budgets and levies for each fund
 - vi. EC elections
 - vii. general business.
 - b. Reports back from 2023 AGM.**
 - i. **Insulation.** The EC decided to include in the AGM agenda a motion noting the insulation assessment results and agreeing owners may apply to upgrade insulation.
 - ii. **Damp.** Coot's responses to follow up questions have now been received. ACTION Link Strata to circulate the further damp report and follow up responses from Coot Engineering to owners, so owners may consider ahead of the AGM. ACTION Link to follow up on quotes for the landscaping, roofing and electrical box recommendations from Coot, for the EC to consider including in the AGM sinking fund budgets.
 - iii. **Bike storage.** It was agreed at the 2023 AGM that owners would decide on bike storage options by voting paper. This was in progress, and would likely be ready after the AGM. The EC agreed to give an update at the AGM. ACTION EC to consider draft voting paper.
 - c. Renewable energy investigations.** Nereida Gardens has been found eligible in the first stage in the grants for rooftop solar. The grant, if successful, would be up to 50% of the cost of the installation of rooftop solar, with the other 50% needing to be funded by owners corporation savings, or through a 10-year zero interest loan facilitated by the ACT Government. The EC agreed to include in the AGM agenda a motion authorising the incoming EC to seek quotes on options to improve the sustainability of the complex (including what the price of installing rooftop solar would be), to be discussed by owners at the next AGM.

d. Meeting length and agenda attachments. The EC agreed this AGM should be shorter than last year's AGM and agreed to limit the agenda items and attachments as much as possible. The EC also agreed to include information in the agenda about the time set aside for discussion on each agenda item and encourage owners' queries before the meeting where possible.

3. Draft budgets. The EC discussed draft admin fund, sinking fund, and special fund budgets, including line items to include in each budget and tentative expenditure and levy amounts. The EC agreed to discuss budgets further at its next meeting, with Link Strata present, following the receipt of outstanding quotes.

4. Executive Committee. ACTION Link Strata to inform owners of the tentative AGM date and invite nominations for the incoming EC. Each member of the EC agreed they would stand again for nomination for the 2024-25 committee.

5. AGM Date and Time. The EC agreed to set the AGM date for 17 April 2024 at 6pm, pending confirmation from Link Strata.

ONGOING BUSINESS FROM LAST MEETING - CONFIRMED OUT OF SESSION

6. Window cleaning. Completed. The EC had approved an additional of approximately \$200 to remove fly screens. However, Rope Access Engineering did not charge this as they were unable to remove all fly screens on the day and advised they would need access via courtyards - this is to be taken account for future window cleaning. Closed.

7. Bollard installation. Timing TBC this week.

8. Painting programme. First year completed. Closed.

9. Unapproved alterations lot 9. Rule infringement notice issued. Ongoing.

10. Rules. Voting paper on an updated and consolidated package of rules closed on 31 January 2024. Ten owners cast votes and all rules were passed except proposed rule 2.3. ACTION Link Strata to prepare the minutes of the votes and register rules.

CLOSING AND NEXT MEETING

11. Meeting closing and next meeting. Meeting closed 7:16pm. Next meeting Wednesday 6 March, with Link Strata, focusing again on AGM preparations and especially budgets.

**MINUTES OF THE EXECUTIVE COMMITTEE MEETING
NEREIDA GARDENS 33 DAWES ST KINGSTON ACT 2604
ON WEDNESDAY 3 APRIL 2024 AT 6:00PM AEDT**

PARTICIPANTS:

Ashlee Uren, Chairperson (Unit 10)
Matthew Neuhaus, Committee Member (Unit 12)
Alison Tinker, Secretary (Unit 13)

- 1. Confirm last minutes from meeting 6 March 2024.**

AGM PREPARATIONS

- 2. Draft 2024 AGM agenda.** The EC reviewed and agreed the draft AGM notice and motions prepared by Link Strata, subject to a few minor changes and confirming the status of the fire safety report. ACTION Chair to send minor changes to Link to include. ACTION EC members to do a final review of the Financial Statements.

- 3. Executive Committee update.** ACTION Chair to update to include information on next steps for the roof, and share for final review by all EC members. The EC agreed the Chair would also provide an update on the next steps for the communal bike storage as part of the first agenda item at the AGM.

- 3. Draft budgets.** The EC discussed and settled the proposed budgets prepared by Link Strata.

- a) Roof.** It was discussed that all items in the Sinking Fund and Admin Fund budgets are costed except for the roof repairs, which will still involve some further steps and decisions by the incoming EC. The EC discussed a proposed process:

- The first step is to investigate further the necessity of a roof safety system (which some roofing contractors have said is required) and if there is a new regulatory or legislative need for this.
- Permanent repairs to the watertightness of the skylights (there are temporary repairs of units 10, 16 and 20) will be the priority to repair.
- A further evaluation of the capacity of the roof and gutters (as recommended by Coot Engineers) will be needed to know the extent, cost, priority, and sequencing of other upgrades.
- The EC agreed to set aside \$20,000 in the budget to implement this process, noting the exact expenditure (e.g. the allocation between reports, repairs, roof safety systems, and upgrades) will be confirmed through the process.

- b) Landscaping.** The EC discussed a quote received for the landscaping (scope: re-grading the soil and installing sumps, replacing the degraded retaining wall, installing stepping stones, repairing in the irrigation; planting) for around \$15,000. The EC agreed that to keep the budgets manageable, the first priority should be the damp recommendations and hardscaping. This could be followed by working with a new gardener to improve the landscaping, maintain the irrigation, and gradually plant to fill gaps.

4. Executive Committee. Nil nominations for the EC have been received beyond the current committee.

ONGOING BUSINESS FROM LAST MEETING

5. Bike storage. The EC agreed the voting on bike storage option/s will be circulated after the AGM, to allow owners time to focus on the AGM materials. ACTION AT and MN to review draft Google Forms survey.

6. Unapproved alterations lot 9. No response to the rule infringement notice has been received (response was requested by 14 March). The EC agreed the next step is to issue a second rule infringement notice, and this will be considered by the incoming EC following the AGM.

CLOSING AND NEXT MEETING

7. Meeting closing and next meeting. Meeting closed 7:05pm. Next meeting is the AGM on 2 May 2024.

MINUTES OF ANNUAL GENERAL MEETING Units Plan No. 410

DATE & TIME Thursday 02 May 2024 at 6:00 PM
LOCATION Zoom Meeting
<https://us02web.zoom.us/j/81564218666?pwd=aW1CV3J0UTVyTXFZMDFobHI1MjltZz09>

ATTENDANCE

Present:

Mr D & Mrs H Giles, Ms A Uren, Mr M & Mrs A Neuhaus, Ms J Mercer.

In Attendance:

Ms C Mugridge representing Link Strata Management.

Pre-Meeting Voting:

Ms S Hunter, Ms A Tinker, Mr D Caltabiano.

Apologies:

Ms S Hunter, Ms A Tinker, Mr D Caltabiano.

Chairperson:

Ms Ashlee Uren was elected Chairperson.

QUORUM

A quorum was not present however, the meeting proceeded on a Reduced Quorum basis per Section 3.9 of the *Unit Titles (Management) Act 2011*.

Owners are advised that under the Unit Titles (Management) Act 2011 (S.3.9) 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 is given a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.

1. EXECUTIVE COMMITTEE UPDATE

The chair provided a brief update on activities undertaken during the 2023-24 year.

2. PREVIOUS GENERAL MEETING MINUTES

It was resolved that the minutes of the previous Annual General Meeting dated 9 August 2023 and General Meeting on 31 January 2024 be accepted as presented.

MOTION CARRIED

3. FINANCIAL STATEMENTS

It was resolved that the financial statements for the period 1 April 2023 to 31 March 2024 be accepted as presented.

MOTION CARRIED

4. INSURANCE

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

1. seek an updated Valuation Report of the complex from a qualified contractor;
2. when the existing insurance policy is due for renewal, to consider and accept quotations.

MOTION CARRIED

5. CONTRACTS AND SERVICE AGREEMENTS

It was resolved that the Owners Corporation authorise the Executive Committee to review any contracts/service agreements and appoint new contractors as needed.

MOTION CARRIED

6. INSULATION ASSESSMENT

It was resolved that the Owners Corporation note the findings of the insulation assessment from November 2023 and agree top floor owners may upgrade their insulation at their own expense, following application to the Executive Committee per Rule 1.4.

MOTION CARRIED

7. DAMP INVESTIGATIONS

It was resolved that the Owners Corporation note the further reports by Coot Engineers and agree to the electrical box, landscaping, and roof and drainage evaluation recommendations made, with payment to be made from the sinking fund in line with the proposed sinking fund budget. The Owners Corporation further agree that the issue be monitored with further steps to be considered at future meetings, and that owners will continue to take steps to manage condensation in individual units as required.

MOTION CARRIED

Secretarial note: *If the quotes received for the works are over budget the EC agreed to call a general meeting to allow the matter to be discussed by all owners.*

8. RENEWABLE ENERGY INVESTIGATIONS

It was resolved that the Owners Corporation authorise the Executive Committee to consider steps and seek quotes to improve the sustainability of the complex, and report back at the next AGM for decision.

MOTION CARRIED

Secretarial note: *It was discussed that the process for seeking quotes should also investigate the possible options for the infrastructure and any investigation to consider*

the question raised of how a EV charger or solar panels would be funded and used, as not all residents may use or benefit from the equipment.

9. PROPOSED ADMINISTRATIVE FUND BUDGET

It was resolved that the proposed Administrative Fund expenditure budget of \$79,385.00 and levy contributions of \$65,000.00 be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 1 July 2024, 1 September 2024, 1 December 2024 and 1 March 2025.

MOTION CARRIED

10. PROPOSED SINKING FUND BUDGET

It was resolved that the proposed Sinking Fund expenditure budget of \$81,500.00 and levy contributions of \$55,000.00 be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 1 July 2024, 1 September 2024, 1 December 2024 and 1 March 2025.

Levies to be due as follows:

Period of Levy	Levy Due Date
01/06/24 to 31/08/24	1 July 2024
01/09/24 to 30/11/24	1 September 2024
01/12/24 to 29/02/25	1 December 2024
01/03/25 to 31/05/25	1 March 2025

MOTION CARRIED

11. INTERCOM SPECIAL FUND BUDGET AND LEVIES UNITS 17-20

Special Resolution - It was resolved that the Owners Corporation establish an Intercom Special Purpose Fund for Units 17-20, the proposed expenditure budget of \$0 and levy contributions of \$800.00 be adopted, with levies to be determined in accordance with the unit entitlements for those units, and that they be payable in equal quarterly instalments being 1 July 2024, 1 September 2024, 1 December 2024 and 1 March 2025

MOTION CARRIED AS A SPECIAL RESOLUTION

Secretarial note: *Unit 18 was the only owner that voted from the block and as the requirements of a special resolution were met, the motion was carried. Owners present noted that they understood this was consistent with the preferences on intercoms that had been indicated in previous meetings and discussions.*

12. ELECTION OF EXECUTIVE COMMITTEE

It was resolved that the following members have nominated for and are elected to the Executive Committee for 2024-25:

Ashlee Uren
Matthew Neuhaus
Jenna Mercer.

MOTION CARRIED

13. GENERAL BUSINESS

OUT OF SESSION DECISIONS CONFIRMED

The following out of session decisions were confirmed:

Unit 3 – Pot plant under their unit window

Unit 11 - Pavers at the gate of their unit

MOTION CARRIED

There being no further business the chairperson declared the meeting closed at 7:01 PM

Unit Titles (Management) Act 2011

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions

A1 The Owners Units Plan No: 410

A2 Annual General Meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on:- 02/05/2024

Tick applicable box, or both boxes if applicable:

☒ **Regularly convened** - The Annual General Meeting was regularly convened (not following any adjournment under *Unit Titles (Management) Act 2011* {Section 3.9 (3) or Section 3.9 (6) (a)}).

☐ **Convened after Adjournment** - The Annual General Meeting was convened following an adjournment or adjournments *Unit Titles (Management) Act 2011* {Section 3.9 (3) or Section 3.9 (6) (a)}.

A3 Reduced Quorum Decisions

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

Date of decision

Full text of reduced quorum decision

02/05/2024

See Attached Minutes

A4 Owners Corporation Declaration

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

Date: Friday 03 May 2024

Signed: *Charnee Mugridge*

Designation: Charnee Mugridge for Units Plan No 410

**MINUTES OF THE EXECUTIVE COMMITTEE MEETING
NEREIDA GARDENS 33 DAWES ST KINGSTON ACT 2604
ON WEDNESDAY 5 JUNE 2024 AT 6:00PM AEDT**

INVITEES:

Ashlee Uren, Chairperson & Treasurer (Unit 10)
Matthew Neuhaus, Committee Member (Unit 12)
Jenna Mercer, Secretary (Unit 16)

NEW BUSINESS

1. Executive Committee 2024

- a. Overview of EC responsibilities.
- b. Election of EC positions
 - i. Chairperson, Treasurer - Ashlee
 - ii. Secretary - Jenna

2. Monitoring of maintenance requirements The EC will continue to monitor for maintenance issues on a monthly basis in accordance with 'Attachment A' (Secretary to report). No current issues of note. ONGOING.

3. Sinking Fund – maintenance / upgrades The EC considered planned maintenance and upgrades to be undertaken in accordance with budgets agreed at the AGM.

- a) **Roof** – The EC considered quotes obtained and found Leaky Roof to be the preferred provider to undertake planned repairs. The EC agreed that based on previous engagement with Coot Engineering, it would be preferable for Coot to be in attendance when Leaky Roof undertake their inspection. A quote will be obtained for Coot's attendance. Further engagement with Leaky Roof to follow. ONGOING.
- b) **Electrical box testing** - The EC considered both damp management and electrical box assessment/remedial work. It was decided the quote obtained from Maritex for testing and electrical box labelling should be approved. The EC also agreed to ask Maritex to quote/suggest contractor for a solution for the gap at base of the electrical boxes to address damp issues. Landscaping solutions to be considered following electrical box remediation. ONGOING.
- c) **Damp** – In addition seeking to remediate electrical boxes to address damp, the EC discussed findings of a previous building report (Coot Engineering) in respect of dampness in the area around unit 19's shower/laundry and signs of moisture adjacent to the external wall of unit 19. The EC agreed to write to unit 19 to seek views on this issue and to advise of the report findings. ONGOING.

4. Admin Fund – insurance valuation The EC considered quotes obtained in respect of insurance valuation. The EC found QIA to be suitable and noted the cost

of valuation was substantially cheaper than that provided by Solutions Engineering.
CLOSED.

- a) **Fire Safety Report** - On the basis that further information is required, the EC decided to holdover further discussion until the next meeting.
ONGOING.

5. Renewable energy investigations – quotes. The EC further considered renewable energy investigations following discussion at the AGM. It was agreed that a response would be sent to the ACT Government seeking for ActewAGL to arrange quotes. In seeking quotes, ActewAGL would be asked to note details specific to the complex, including that the complex comprises 5 blocks, that owners sought a solution that would be able to be monitored to ensure equitable distribution between lots, and any solution should encompass electrical vehicle infrastructure. ONGOING.

6. Unit 9 unapproved alterations The EC noted that no response had been received to further correspondence (first breach notice) sent in respect of unapproved alterations. The EC agreed to send further correspondence to unit 9, acknowledging payment of levies and seeking further discussion on the matter of alterations. The EC agreed to put unit 9 on notice that non-response or failure to engage may result in an application being made to ACAT.

OTHER BUSINESS

8. Smoking / noise complaint The EC noted previous smoking/noise complaints made by one unit. It was agreed that follow-up would be undertaken to assess whether the issue had been resolved. ONGOING.

9. Trespass unit 15. The Secretary noted that the police had been called in respect of alleged trespass that occurred in the courtyard of unit 15. It was agreed by the EC that a message be sent 'for owner's awareness' reminding occupants to ensure gates are locked. EC to continue to monitor security matters. ONGOING.

DECISIONS OUT OF SESSION

10. Bike storage survey. Survey circulated with responses due by 5 July.
ONGOING.

CLOSING AND NEXT MEETING

11. Meeting closing and next meeting. Meeting closed 7:10pm.

ATTACHMENT A - MONTHLY MAINTENANCE

1. Check the Body Corporate mailbox.

2. Determine if any new maintenance issues have arisen, including:

- | | |
|----|---|
| a) | Deterioration to the condition of bitumen and paved paths and driveways such as loose pavers or potholes; |
| b) | Any visible damage to downpipes or brick walls around the carpark (e.g. if cars have reversed into them); |
| c) | Whether there is any hard rubbish that has been dumped or needs disposal, including in the rubbish disposal area, gardens or area around common property storage behind the carport of unit 16; |
| d) | Whether lighting in driveways, mailbox area, carports and foyers is in good working order. |
| e) | Whether there is any visible water damage e.g. water staining on building eaves or walls |

3. Monitor the quality of the garden and cleaning services, including:

- | | |
|----|---|
| a) | Whether there are any vines growing on buildings |
| b) | Whether there are weeds or tree shoots in garden beds or between paving or carport cracks that need attending to. |
| c) | Whether trees / branches are touching buildings, roofs or gutters and need attending to |
| d) | Whether there are fallen leaf debris in garden beds or landscaping sumps that need clearing |
| e) | Whether the garden areas down the sides of buildings are overgrown and need attending to (sides of blocks 13-16 near boundary with 12 Howitt Street boundary; and sides of blocks 1-4 and 17-20 along timber fenceline near boundary with Salt) |

4. Assess the status and quality of any recent maintenance work by contractors engaged by the Body Corporate.

5. Monitor for any alterations to units by owners, visible from the common property, so the Executive Committee can ensure there are approvals and records of this work.

6. Check if there are any items being stored in building foyers, or in carports and are blocking other carparks or entries/exits

MINUTES OF THE EXECUTIVE COMMITTEE MEETING
NEREIDA GARDENS 33 DAWES ST KINGSTON ACT 2604
ON WEDNESDAY 11 JULY 2024 AT 6:00PM AEDT

INVITEES:

Ashlee Uren, Chairperson & Treasurer (Unit 10)

Matthew Neuhaus, Committee Member (Unit 12)

Jenna Mercer, Secretary (Unit 16)

NEW BUSINESS

- 1. Confirm minutes from the last EC meeting – 5 June 2024**
 - a. Confirmed.

- 2. Monthly Maintenance report – Refer to ‘Attachment A’**
 - a. The EC notes damage reported of roof tiles above garage. Suspected truck damage. To be followed up as part of roof upgrades. ONGOING.
 - b. The EC will continue to monitor for maintenance issues on a monthly basis in accordance with ‘Attachment A’ (Secretary to report). ONGOING.

- 3. Maintenance/ upgrades**
 - a. **Pest control: bug spray/ termite inspection:** The EC noted that it has been 12 months since the last pest control treatment. No current pest control issues have been identified. The EC agree to survey residents to seek views on whether routine pest control is needed. The EC will consider results at the next meeting. ONGOING.
 - b. **Driveway repairs:** In accordance with ‘Attachment A’, no issues with the driveway have been identified. The EC to continue monthly monitoring. ONGOING.
 - c. **Garden upgrade including drainage:** The EC noted the upgrade remains a priority following ongoing reports of issues with damp. Alternative garden maintenance provider to be considered together with the upgrade. Additional quotes to be obtained. ONGOING.

4. Noise complaint: The EC noted previous smoking/noise complaints made by a unit. Following further enquiries, it was established that this matter had not been resolved. The EC agreed that it would be appropriate to liaise with the Agent and suggest they assist to mediate with the parties. The EC agreed to continue to monitor the situation and engage with the Agent as necessary. ONGOING.

ONGOING BUSINESS

5. Sinking fund maintenance/ upgrades

a) **Roof** – The EC noted that Leaky Roof to conduct inspections on 10-12 July. Following engagement with Coot, it was agreed there was little utility for Coot to also be in attendance. The EC agreed to consider further action once Leaky Roof provides its report. Additionally, the EC is considering quote from Level Plumbing in respect of guttering. The EC agreed to seek additional quotes for guttering as this may assist with planning for any required roof works. ONGOING.

b) Electrical box testing and labelling –

- i. Labelling of electrical boxes now completed by Maritex. CLOSED.
- ii. The EC further considered damp management and electrical box assessment/remedial work. Quotes provide a variety of options for resealing or upgrading of boxes. The EC agreed that because the options vary in cost and apparent effectiveness, the views of Coot should be sought on the different options. The EC agree to await further advice before considering landscaping solutions and garden upgrades. ONGOING.

c) Damp –

- i. The EC noted that unit 19 had been contacted to seek views on this issue of damp/possible shower leak and to advise of Coots' earlier report findings. No response had been received. The EC agreed to undertake further contact. ONGOING.
- ii. The EC noted that unit 3 had raised the issue of condensation. The EC agreed to send correspondence to all residents to remind of the need to ensure appropriate ventilation and to offer practical tips. ONGOING .

6. Admin Fund –

- a) **Fire Safety Report** – The EC considered clarifications received regarding the report and noted advice that no issues of non-compliance have been identified. The EC agreed that it will budget for maintenance logs to be held on site and updated signage. The EC will further consider the report and

develop a detailed list of priorities. Payment for the report is to be approved. ONGOING.

- b) **Insurance valuation** – The EC will seek to confirm whether the QIA quote remains current. The EC agreed to approve payment of insurance based on current valuation if updated valuation not received prior. CLOSED.

7. Renewable energy investigations – quotes.

- a) **Roof top solar** – The Secretary reported on an on-site meeting with ACTew and Solar providers. Preliminary advice is that it is possible to install both roof-top and EV facilities that would allow for equitable distribution between lots though installation of software (internet connection required). Inverters which could be colour matched to the building would need to be installed in accessible positions at eye-level. Mounting or trenching may be required. Government grants and payment plans may also be available. A quote will be provided for the EC to further consider. Noting support at AGM, the EC will continue renewable energy investigations. ONGOING.
- b) **EC charging infrastructure/report** – The EC noted that preliminary enquiries in relation to EV infrastructure indicated that a feasibility study may assist in determining how the needs of the complex may be best met. The EC agreed to obtain quotes for a feasibility report to be prepared. ONGOING.

8. Unit 9 unapproved alterations The EC noted that no response had been received to further correspondence (second breach notice) sent in respect of unapproved alterations. The EC agreed to send third notice via registered post. ONGOING.

9. Bike Storage survey and installation The EC noted results of survey and agreed to proceed with the most popular option of dual storage approach (hoops and upright). Updated and further quotes to be obtained. The EC noted that following receipt of quotes, installation could proceed ahead of planned garden upgrades/landscaping as there was not likely to be any associated impact. ONGOING.

OTHER BUSINESS

10. Other business - NIL

CLOSING AND NEXT MEETING

11. Meeting closing and next meeting. Meeting closed 7:03pm. Next meeting 28 August 2024.

ATTACHMENT A - MONTHLY MAINTENANCE

1. Check the Body Corporate mailbox.

Checked

2. Determine if any new maintenance issues have arisen, including:

a)

Deterioration to the condition of bitumen and paved paths and driveways such as loose pavers or potholes; Checked

b)

Any visible damage to downpipes or brick walls around the carpark (e.g. if cars have reversed into them); Issues identified with possible truck hitting roof and lifting tile.

c)

Whether there is any hard rubbish that has been dumped or needs disposal, including in the rubbish disposal area, gardens or area around common property storage behind the carport of unit 16; Checked

d)

Whether lighting in driveways, mailbox area, carports and foyers is in good working order. Checked

e)

Whether there is any visible water damage e.g. water staining on building eaves or walls
Checked

3. Monitor the quality of the garden and cleaning services, including:

a)

Whether there are any vines growing on buildings Checked

b)

Whether there are weeds or tree shoots in garden beds or between paving or carport cracks that need attending to. Checked

c)

Whether trees / branches are touching buildings, roofs or gutters and need attending to
Checked

d)

Whether there are fallen leaf debris in garden beds or landscaping sumps that need clearing
Checked

e)

Whether the garden areas down the sides of buildings are overgrown and need attending to (sides of blocks 13-16 near boundary with 12 Howitt Street boundary; and sides of blocks 1-4 and 17-20 along timber fenceline near boundary with Salt) Checked

4. Assess the status and quality of any recent maintenance work by contractors engaged by the Body Corporate. Garden quality – noted for review

5. Monitor for any alterations to units by owners, visible from the common property, so the Executive Committee can ensure there are approvals and records of this work. Nil identified

6. Check if there are any items being stored in building foyers, or in carports and are blocking other carparks or entries/exits **Checked**

**AGENDA OF THE EXECUTIVE COMMITTEE MEETING
NEREIDA GARDENS 33 DAWES ST KINGSTON ACT 2604
ON WEDNESDAY 21 AUGUST 2024 AT 6:00PM AEDT**

INVITEES:

Ashlee Uren (Unit 10)
Matthew Neuhaus (Unit 12)
Jenna Mercer (Unit 16)

NEW BUSINESS

- 1. Confirm minutes from last EC meeting 10 July 2024**
 - a. Confirmed.
- 2. Monthly maintenance report – Refer to ‘Attachment A’**
 - a. The EC notes that a light in the garage for units 7 & 8 requires replacement of a Fluro light tube. The EC to arrange for service. ONGOING.
 - b. The EC will continue to monitor for maintenance issues on a monthly basis in accordance with ‘Attachment A’ (Secretary to report). ONGOING.
 - i. Note that this includes existing damage to roof tiles above garages which is to be followed up as part of roof upgrades.
- 3. Maintenance / upgrades**
 - a. **New gardening services:** The EC agrees to cease agreement to receive services from the current gardener once new provider is selected. The EC will seek to review two quotes already obtained (Panacea; Above and Below) and seek a third quote. The EC consider that there is no impediment to engaging a new provider before commencing landscaping works. The EC notes that one provider is also able to provide landscaping services. In relation to landscaping, the EC agree that structural fixes should be prioritised. The EC to further consider options in advance of the next meeting. ONGOING.

ONGOING BUSINESS

- 5. Sinking Fund maintenance / upgrades**
 - a. **Roof repairs (outcomes/next steps):** The EC to further consider options in respect of roof repairs. The quote provided by Leaky Roof well exceeds the budgeted amount. The EC agree to seek further information from Leaky Roof to see whether there is scope to reduce the quoted amount. The EC further agrees to seeking additional quotes from alternative providers using the report prepared by Leaky Roof with a view to obtaining ‘on the papers’ quotes. The EC also notes that a quote for upgrades to guttering has also been obtained which will be considered together with additional roofing quotes. ONGOING.

- b. Electric box remedial works:** The EC has received three quotes for repairs. Noting the scope of works are all relatively similar (concreting), the cheapest quote will be accepted. ONGOING.
- c. Bike storage installation:** The EC is working to progress installation of bike storage following results of resident survey (hoops and upright option selected). The EC to write to the provider (Design & Build Group) to clarify the existing quote. The EC also agree to ask the provider to quote for signage and lighting to enhance safety of the facility. The EC agree to send a notice to residents once work has been agreed with the provider. ONGOING.
- d. Garden upgrade:** The EC agree to progress the garden upgrade/landscaping. This will be done in conjunction with seeking a new gardener. ONGOING.

4. Admin Fund maintenance

- a. Pest inspection:** The EC agree that it is not necessary to obtain a pest inspection at this time noting pest control also held over. CLOSED.

5. Renewable energy investigations

- a. Rooftop solar quote:** The EC notes that a comprehensive quote had been received from ACTew AGL. Given the complexity and costs, the EC agree to bring the quote to either an AGM or EGM stepping out costs and asking residents to pass a *yes* or *no* resolution. If the resolution is not passed, consideration would need to be given to future saving plans and this should form part of the resolution. The EC will further consider timing and how to pose the resolution. ONGOING.
- b. EV feasibility study:** The EC agree to go ahead with a feasibility study (approximately \$2000) noting agreement at the last AGM to investigate renewable energy options. Once obtained, the feasibility study will also be brought before either an AGM or EGM. ONGOING.

- 6. Unit 9 unapproved alterations:** The EC notes that a letter has been sent for response by 10 September 2024. The matter is to be further considered at the next EC Meeting.

- 7. Noise complaint:** The EC has further considered correspondence received in relation to an ongoing smoking/noise complaint. The EC agree to write to the complainant's Agent advising that the complainant may wish to consider taking up mediation services offered by the ACT government. The EC also agree to write to the Agent of the unit subject of the complaint seeking the comment as a matter of procedural fairness. The EC will consider any response/further correspondence before making a determination on whether there has been a breach. The EC notes a reminder has been sent to all units about noise.

DECISIONS OUT OF SESSION

8. **Out of session matters:** Insurance evaluation and renewal complete via email. Next Common property storage/toilet clean scheduled for November.

CLOSING AND NEXT MEETING

9. **Meeting closing and next meeting:** Meeting closed 7:06pm. Next meeting 11 September 2024.

ATTACHMENT A - MONTHLY MAINTENANCE	
1. Check the Body Corporate mailbox.	
	Checked – Received letter re noise.
2. Determine if any new maintenance issues have arisen, including:	
a)	Deterioration to the condition of bitumen and paved paths and driveways such as loose pavers or potholes; Checked
b)	Any visible damage to downpipes or brick walls around the carpark (e.g. if cars have reversed into them); Issues identified with possible truck hitting roof and lifting tile- from last session.
c)	Whether there is any hard rubbish that has been dumped or needs disposal, including in the rubbish disposal area, gardens or area around common property storage behind the carport of unit 16; Checked
d)	Whether lighting in driveways, mailbox area, carports and foyers is in good working order. Checked- New Fluro needed for unit 7 & 8 garage.
e)	Whether there is any visible water damage e.g. water staining on building eaves or walls Checked
3. Monitor the quality of the garden and cleaning services, including:	
a)	Whether there are any vines growing on buildings Checked
b)	Whether there are weeds or tree shoots in garden beds or between paving or carport cracks that need attending to. Checked
c)	Whether trees / branches are touching buildings, roofs or gutters and need attending to Checked
d)	Whether there are fallen leaf debris in garden beds or landscaping sumps that need clearing Checked
e)	Whether the garden areas down the sides of buildings are overgrown and need attending to (sides of blocks 13-16 near boundary with 12 Howitt Street boundary; and sides of blocks 1-4 and 17-20 along timber fenceline near boundary with Salt) Checked
4. Assess the status and quality of any recent maintenance work by contractors engaged by the Body Corporate. Garden quality – noted for review	
5. Monitor for any alterations to units by owners, visible from the common property, so the Executive Committee can ensure there are approvals and records of this work. Nil identified	
6. Check if there are any items being stored in building foyers, or in carports and are blocking other carparks or entries/exits Checked	

**MINUTES OF THE EXECUTIVE COMMITTEE MEETING
NEREIDA GARDENS 33 DAWES ST KINGSTON ACT 2604
ON WEDNESDAY 11 SEPTEMBER 2024 AT 6:00PM AEDT**

INVITEES:

Ashlee Uren (Unit 10)
Matthew Neuhaus (Unit 12)
Jenna Mercer (Unit 16)

NEW BUSINESS

- 1. Confirm minutes from last EC meeting 21 August 2024**
- 2. Monthly maintenance report** (see Attachment A below). The EC discussed work being done in the garden and agreed to confirm it is the installation of the concrete plinth to remedy to gap around the electrical box outside Unit 7. The EC also agreed to an in-person walk through of the property for the December meeting. ONGOING.
- 3. Maintenance / upgrades**
 - a. Programmed touch ups (painting)-** The EC agreed to progress the annual maintenance and paint-touch ups by Programmed (per our 5-year contract). This is to be scheduled in due course. Programmed to provide quotes on courtyard gate repairs. ONGOING.
 - b. Plumbing hot water lines to waste-** The EC decided to review and agree on a reasonable quote by email and to schedule this work ahead of the upcoming landscaping upgrade. The EC noted previous advice that the hot water lines are being discharges into garden beds which requires remediation. ONGOING (out of session).

ONGOING BUSINESS

- 5. Sinking Fund maintenance / upgrades**
 - a. Roof repairs-** The EC discussed the ongoing matter of roof repairs and noted this remains a priority issue. No further quotes received in advance of the September EC meeting. The EC agreed to follow up on quotes with a view to considering at next meeting (December). ONGOING.
 - b. Electric box remedial works-** The EC noted remedial work had been scheduled for 10 September. Steps will be taken to confirm works have been completed to standard. ONGOING.
 - c. Landscaping upgrade including bike storage installation-** The EC agreed to approve the quotes from Above and Below for a total of approximately \$21,300 (Sinking Fund), plus \$900 per month (Admin

Fund) for ongoing gardening services and bike storage installation including:

- **Landscaping upgrade-** Adjusted to remove the lawn reseeding and mulching with a view to do this at a later date if budget allows.
- **Bike storage-** Excluding Steady Racks to be purchased separately.
- **Drainage installation-** Chancel drains are to be redirected from the sump. Work to redirect hot water waste lines will be attended to by a plumber separately.
- **Routine garden maintenance services.**

- i. **Signage-** The EC agreed that following installation of bike storage, signage should be erected to put residents on notice of liability associated with use and to remind of the need to be mindful of others while using common property. The EC agreed to make its own enquiries into signage options and to arrange quotes. The EC also agreed to update other existing signage at the same time. ONGOING.
- ii. **Lighting-** The EC also agreed that the bike storage should include appropriate lighting. The EC agreed to make enquiries about whether electrical work could be combined with the current emergency exit lighting job. Updated quotes to be sought. ONGOING.
- iii. **Notification to residents-** The EC agreed to send a communication to all owners and residents notifying commencement of work on bike storage, expected timeframes and location. ONGOING.

5. Admin Fund maintenance

- a. **Change of gardener-** The EC agreed to appoint Above and Below as the new gardener for the complex from late October. Current gardener to be provided notice in accordance with requirements of current agreement. CLOSED.

6. Renewable energy investigations- The EC notes no updates on investigations at present.

- a. Additional rooftop solar quotes – ONGOING.
- b. EV feasibility study – ONGOING.

7. Unit 9 unapproved alterations- The EC have instructed Link to follow up by call with the owner of Unit 9 to give the owner the opportunity to review and respond to the third rule infringement notice. Next steps to be discussed at the EC December meeting. ONGOING.

8. Noise complaint- The EC agreed to close this matter noting resolution of the issue. CLOSED.

ANY OTHER BUSINESS

9. Fire safety report

- Circulate to owners

DECISIONS OUT OF SESSION

10. Routine gutter clean- The EC to consider periodic work order for biannual gutter cleaning via email. This will be paid for out of existing budget. ONGOING.

CLOSING AND NEXT MEETING

11. Meeting closing and next meeting – Meeting closed 6:50pm. Next meeting 4 December 2024 at 6pm

ATTACHMENT A - MONTHLY MAINTENANCE

1. Check the Body Corporate mailbox.	
	Checked.
2. Determine if any new maintenance issues have arisen, including:	
a)	Deterioration to the condition of bitumen and paved paths and driveways such as loose pavers or potholes; Checked
b)	Any visible damage to downpipes or brick walls around the carpark (e.g. if cars have reversed into them); Issues identified with possible truck hitting roof and lifting tile- from previous session.
c)	Whether there is any hard rubbish that has been dumped or needs disposal, including in the rubbish disposal area, gardens or area around common property storage behind the carport of unit 16; Checked
d)	Whether lighting in driveways, mailbox area, carports and foyers is in good working order. Checked
e)	Whether there is any visible water damage e.g. water staining on building eaves or walls Checked
3. Monitor the quality of the garden and cleaning services, including:	
a)	Whether there are any vines growing on buildings Checked
b)	Whether there are weeds or tree shoots in garden beds or between paving or carport cracks that need attending to. Checked
c)	Whether trees / branches are touching buildings, roofs or gutters and need attending to Checked

d)	Whether there are fallen leaf debris in garden beds or landscaping sumps that need clearing Checked
e)	Whether the garden areas down the sides of buildings are overgrown and need attending to (sides of blocks 13-16 near boundary with 12 Howitt Street boundary; and sides of blocks 1-4 and 17-20 along timber fenceline near boundary with Salt) Checked
4. Assess the status and quality of any recent maintenance work by contractors engaged by the Body Corporate. Garden quality – noted previously and garden upgrade pending.	
5. Monitor for any alterations to units by owners, visible from the common property, so the Executive Committee can ensure there are approvals and records of this work. Nil identified	
6. Check if there are any items being stored in building foyers, or in carports and are blocking other carparks or entries/exits Checked	

**MINUTES OF THE EXECUTIVE COMMITTEE MEETING
NEREIDA GARDENS 33 DAWES ST KINGSTON ACT 2604
ON WEDNESDAY 5 MARCH 2025 AT 6:00PM AEDT**

INVITEES:

Ashlee Uren (Unit 10)
Matthew Neuhaus (Unit 12)
Jenna Mercer (Unit 16)

NEW BUSINESS

1. **Confirm minutes from last EC meeting 29 January 2024.** Confirmed.
2. **Monthly maintenance report** (see Attachment A below). ACTION Link Strata to instruct Above and Below to remove vines.

ONGOING BUSINESS

3. **Garden upgrades.** Secretary confirmed bike storage (with privacy screens and signs) has been completed. EC agreed to monitor the bike storage during winter when the sun sets earlier to see if low-level lighting is necessary. ACTION Link Strata to email owners and residents and advise them the storage is ready for use.
4. **Roof repairs.** Secretary noted the roof repair tradespeople are on site attending to work. ONGOING.
5. **Programmed painting touch ups.** Completed.
6. **Unit 9 unapproved alterations**
 - a. Discussion deferred to future meeting.

AGM PREPARATIONS

7. **Admin Fund.** The EC discussed the admin fund budget and proposed changes from the 2024-25 to 2025-26 budget.

The EC agreed to obtain quotes on the following to include in the budgets (ACTION Link Strata to follow up):

- a. Investigation of leak in block 17-20.
- b. Fire safety upgrades.
- c. Emergency Management Plan.

The EC also agreed to include budget in the 2025-26 Admin Fund for a Sinking Fund Plan update and legal fees of \$5,000 (increased from \$3,000 this financial year, not spent).

8. **Sinking Fund.** The EC reviewed the Sinking Fund and Maintenance Plan and discussed possible work to include in the 2025-26 Sinking Fund Budget.

The EC agreed to include in the budget (in addition to year 3 of Programmed's five year maintenance contract):

- a. Extra drainage around mailbox area that floods
- b. Gutter capacity upgrade (3 blocks)
- c. Routine plumbing inspection
- d. Driveway repairs.

- 9. Renewable Energy.** The EC discussed the recent briefing with Solar Choice on their EV report and possible motions for inclusion at the AGM. The EC discussed that it would be useful to circulate the report and a survey ahead of the AGM.

Discussions to be continued with Link Strata at the pre-AGM planning meeting scheduled for 24 March.

- 10. Other AGM motions.** The EC agreed to include in the AGM agenda the renewal of Link's contract.

All EC members nominated to stand again for the EC in 2025-26.

CLOSING AND NEXT MEETING

- 11. Meeting closing and next meeting** (pre-AGM planning with Link Strata TBC on 24 March at 6pm).

ATTACHMENT A - MONTHLY MAINTENANCE

1. Check the Body Corporate mailbox.

2. Determine if any new maintenance issues have arisen, including:

- | | |
|----|---|
| a) | Deterioration to the condition of bitumen and paved paths and driveways such as loose pavers or potholes; |
| b) | Any visible damage to downpipes or brick walls around the carpark (e.g. if cars have reversed into them); |
| c) | Whether there is any hard rubbish that has been dumped or needs disposal, including in the rubbish disposal area, gardens or area around common property storage behind the carport of unit 16; |
| d) | Whether lighting in driveways, mailbox area, carports and foyers is in good working order. |
| e) | Whether there is any visible water damage e.g. water staining on building eaves or walls |

3. Monitor the quality of the garden and cleaning services, including:

- | | |
|----|---|
| a) | Whether there are any vines growing on buildings |
| b) | Whether there are weeds or tree shoots in garden beds or between paving or carport cracks that need attending to. |
| c) | Whether trees / branches are touching buildings, roofs or gutters and need attending to |
| d) | Whether there are fallen leaf debris in garden beds or landscaping sumps that need clearing |
| e) | Whether the garden areas down the sides of buildings are overgrown and need attending to (sides of blocks 13-16 near boundary with 12 Howitt Street boundary; and sides of blocks 1-4 and 17-20 along timber fenceline near boundary with Salt) |

4. Assess the status and quality of any recent maintenance work by contractors engaged by the Body Corporate.

5. Monitor for any alterations to units by owners, visible from the common property, so the Executive Committee can ensure there are approvals and records of this work.

6. Check if there are any items being stored in building foyers, or in carports and are blocking other carparks or entries/exits

**MINUTES OF EXECUTIVE COMMITTEE MEETING
UNITS PLAN NO 410– NEREIDA GARDENS
33 DAWES STREET, KINGSTON ACT 2604**

DATE: Monday 26 March 2025

VENUE: Zoom meeting

Meeting Formalities

Present: Ms A Uren, Ms J Mercer, Mr M Neuhaus

In Attendance: Ms C Mugridge representing Link Strata Management

PREVIOUS ANNUAL GENERAL MEETING MINUTES

It was resolved that the minutes of the previous Executive Committee Meeting be accepted as presented.

BUDGET AND AGM AGENDA

- The budget and AGM agenda were reviewed and revised. The strata manager will update and seek approval before issuing the final documents to all owners.
- The strata manager will follow up on the outstanding quotes from Wormald regarding fire equipment and plumbing.
- The EC has requested that nomination forms be issued for Executive Committee nominations.
- Additionally, Daniel from Solar Choice will be invited to join the AGM to discuss the solar quotes.

General Business

No general business to be discussed.

With no further business the meeting closed at 6.56 pm

**MINUTES OF THE EXECUTIVE COMMITTEE MEETING
NEREIDA GARDENS 33 DAWES ST KINGSTON ACT 2604
ON THURSDAY 5 JUNE 2025 AT 6:30PM AEDT**

ATTENDEES:

Ashlee Uren (Unit 10)
Matthew Neuhaus (Unit 12)
Jenna Mercer (Unit 16)
Josh Hollis (Select)

NEW BUSINESS

1. **Monthly maintenance report** (see Attachment A below).

DECISIONS OUT OF SESSION

2. **Positions.** The EC to continue in the same positions as last year: Ashlee Uren as chair/treasurer, Jenna Mercer as secretary, and Matthew Neuhaus as committee member.
3. **Sinking fund forecast update.** QIA have undertaken an update to the sinking fund forecast (\$474) in preparation for the Special General Meeting on renewable energy infrastructure. This is so owners have a more accurate idea of expected levy increases, separately to the decision of whether to install renewable energy infrastructure and associated levy costs. The updated forecast recommends levy increases, but more modest increases compared to that which was recommended in the last sinking fund forecast prepared in 2023. This is to be expected, as the last forecast included a \$100,000 allowance for the cost of EV charging infrastructure in 2036. The new sinking fund forecast removes EV charging costs, which will be considered separately.
4. **Drainage upgrade.** Approved quote (approx. \$4,500) for Above and Below to install new drainage around the mailbox and garbage enclosure area which floods during heavy rain.
5. **Block 17–20 leak investigation.** Approved quote (approx. \$1,200) for Level Plumbing to conduct further investigations for the leak in the foyer of block 17–20.

SGM PREPARATIONS

6. **Agenda and motions.** The EC discussed the proposed agenda and motions for the upcoming Special General Meeting on renewable energy infrastructure. From 7:10 pm, the EC were joined by Josh from Select, one of the companies quoting for the installation of rooftop solar, to explain his quotes. The AC agreed to finalise by email the agenda and their preferred rooftop solar quote to put to owners at the meeting.

CLOSING AND NEXT MEETING

7. **Meeting closing and next meeting.** 7:35pm, SGM date TBC.

ATTACHMENT A - MONTHLY MAINTENANCE

1. Check the Body Corporate mailbox.

2. Determine if any new maintenance issues have arisen, including:

- | | |
|----|---|
| a) | Deterioration to the condition of bitumen and paved paths and driveways such as loose pavers or potholes; |
| b) | Any visible damage to downpipes or brick walls around the carpark (e.g. if cars have reversed into them); |
| c) | Whether there is any hard rubbish that has been dumped or needs disposal, including in the rubbish disposal area, gardens or area around common property storage behind the carport of unit 16; |
| d) | Whether lighting in driveways, mailbox area, carports and foyers is in good working order. |
| e) | Whether there is any visible water damage e.g. water staining on building eaves or walls |

3. Monitor the quality of the garden and cleaning services, including:

- | | |
|----|---|
| a) | Whether there are any vines growing on buildings |
| b) | Whether there are weeds or tree shoots in garden beds or between paving or carport cracks that need attending to. |
| c) | Whether trees / branches are touching buildings, roofs or gutters and need attending to |
| d) | Whether there are fallen leaf debris in garden beds or landscaping sumps that need clearing |
| e) | Whether the garden areas down the sides of buildings are overgrown and need attending to (sides of blocks 13-16 near boundary with 12 Howitt Street boundary; and sides of blocks 1-4 and 17-20 along timber fenceline near boundary with Salt) |

4. Assess the status and quality of any recent maintenance work by contractors engaged by the Body Corporate.

5. Monitor for any alterations to units by owners, visible from the common property, so the Executive Committee can ensure there are approvals and records of this work.

6. Check if there are any items being stored in building foyers, or in carports and are blocking other carparks or entries/exits

Insurance Valuation Report

For

33 Dawes Street

33 Dawes Street, Kingston ACT 2604

Scheme Number: 410



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 200286

11 July 2024

Professional Indemnity Insurance Policy Number 1411189338 PLP

PO Box 1280,
Beenleigh QLD 4207

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SECTION 1 – INSURANCE VALUATION SUMMARY

1.1 Purpose of Report

We have been instructed by the Body Corporate to provide a building replacement valuation report that outlines the replacement/reinstatement costs of the building/s and associated common property improvement and body corporate assets situated at **33 Dawes Street, Kingston ACT 2604**.

1.2 Property Address

The property is situated at **33 Dawes Street, Kingston ACT 2604**.

1.3 Description of Building

The property comprises twenty residential apartments in six two-storey building with allocated under-cover car port spaces at ground floor. Access to the upper floors is by internal stairs & landings. Common property includes driveway, staircases, boundary walls & fences and site landscaping. In accordance with the plans provided the date of registration of the scheme is 1986.

1.4 Client

The Proprietors 33 Dawes Street.

1.5 Replacement Value

Recommended Insured Value: \$ 9,130,000 (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: \$ 6,850,000

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 \$ 615,000

Progressive Subtotal: \$ 7,465,000

Professional Fees: \$ 820,000

Progressive Subtotal: \$ 8,285,000

Removal of Debris: \$ 345,000

Progressive Subtotal: \$ 8,630,000

Cost Escalation for Insurance Policy lapse Period: \$ 500,000

Progressive Subtotal: \$ 9,130,000

Recommended Insured Value: \$ 9,130,000 (Inc GST)

2.7 Site Location Map



SECTION 3 – REPORTING PROCESS AND CONTENT

3.1 SITE FACTORS

The building is sited on, what appears to be a reasonably well drained block of land. Easy pedestrian and vehicular access was available.

3.2 ADDITIONS & IMPROVEMENTS

There appears to have been no improvement to the original construction.

3.3 MAINTENANCE

Generally, the building appears to have been reasonably well maintained.

3.4 SUMMARY OF CONSTRUCTION

3.4.1 Primary Method of Construction

3.4.1.1 FLOOR STRUCTURE

FLOOR CONSTRUCTION: Reinforced concrete ground floor and upper floors.

3.4.1.2 WALL STRUCTURE

EXTERNAL WALL CONSTRUCTION: Double brick walls and Timber/Steel framed.

EXTERNAL WALL FINISHES: Face brick and villa board.

3.4.1.3 ROOF STRUCTURE

ROOF CONSTRUCTION: Timber/Steel framed pitched.

ROOFING: Concrete tiles.

3.4.1.4 DRIVEWAY STRUCTURE

DRIVEWAY CONSTRUCTION: Bitumen and paver.

3.5 AREAS NOT INSPECTED - TYPICAL

- Part or parts of the building interior that were not readily accessible.
- Part or parts of the building exterior that were not readily accessible
- Part or parts of the roof exterior that were not readily accessible or inaccessible or obstructed at the time of inspection because of exceeding height.
- Part or parts of the retaining walls, fencing were not readily accessible or inaccessible or obstructed at the time of inspection as a result of alignment of the common property land, buildings or vegetation.

3.6 SCOPE

- This Inspection Report does not include the inspection and assessment of items or matters outside the stated purpose of the requested inspection and report. Other items or matters may be the subject of an Inspection Report which is adequately specified.
- The inspection only covered the Readily Accessible Areas of the subject property. The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection of the property.
- The report is designed to be published only by the Strata Manager to unit owners and the respective insurance company.
- The report does not carry the right of other publication, with the exception of the above, without written consent of QIA Group Pty Ltd.
- This report is not an engineering survey of improvements or status of the building and its contents.
- This report is only for insurance replacement purposes, and not an evaluation of the market value of the property.
- Structural or ground improvements to exclusive use areas are the responsibility of the owners and should be insured by the relevant owner.

3.7 EXCLUSIONS

An Insurance Valuation Report does not cover or deal with:

- Any 'minor fault or defect'
- Solving or providing costs for any rectification or repair work;
- The structural design or adequacy of any element of construction;
- Detection of wood destroying insects such as termites and wood borers;
- Any rationalisation or modernisation of services including building, engineering (electronic), fire and smoke detection or mechanical;
- A review of occupational, health or safety issues such as asbestos content, or the provision of safety glass or swimming pool fencing;
- Whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws; and
- Whether the ground on which the building rests has been filled, is liable to subside, is subject to landslip, earthquakes or tidal inundation, or if it is flood prone.

SECTION 4 – SITE PHOTOGRAPHS



MAINTENANCE PLAN SCHEDULE

Nereida Gardens

33 Dawes Street
Kingston ACT 2604
Units Plan 410



Report Details	
Date of inspection:	06/03/2023
Inspector name:	Marco Camps



22/03/2023

The Owners Corporation
Nereida Gardens
33 Dawes Street
Kingston ACT 2604

Dear Committee Members,

In Australia, builders and developers are subject to strict requirements. They must ensure, for example, that the building is watertight and structurally sound; however, there are no requirements to maintain the building after handover, even though this is just as important five years down the track as it was at the time of construction.

Maintenance is a crucial aspect of building management. Preventative maintenance makes sense because you ensure that everything functions effectively for minimal cost. For example, paint not only looks good, but also protects the building from harmful moisture. A regular maintenance regime will extend its usable lifespan, minimising costs. It is also far easier (and thus cheaper) to repaint a building when the paint is not peeling.

Therefore, we have prepared the maintenance plan for your building. It will assist you to maintain your building, minimising costs in the long term.

Should you require any further information please do not hesitate to contact us on 1300 136 036.

Regards,



Inspector Name: Marco Camps
Solutions in Engineering

PROPERTY SUMMARY

PROPERTY ADDRESS	33 Dawes Street Kingston ACT 2604
DATE OF COMPLETION	22/03/2023
INSTRUCTIONS FROM CLIENT	To prepare a schedule of maintenance and inspection for things on common property.
BRIEF BUILDING DESCRIPTION	Maintenance schedule provided for 1970's townhouses.
DATE OF INSPECTION	6/03/2023
INSPECTION DETAILS	We conducted an onsite inspection. Internal access to units was not available at the time of inspection. This initial maintenance schedule is based on external observations and information obtained from supplied drawings/plans, manuals, and warranties.
AREAS NOT INSPECTED	We did not inspect inaccessible areas. This includes areas requiring specialised work at heights equipment and areas that are locked. We did not inspect the roof or the roof cavity as this was not included in the scope of work for this inspection. Contact us for a quote if you would like us to inspect the roof or the roof cavity.

COMMON PROPERTY ASSET LIST

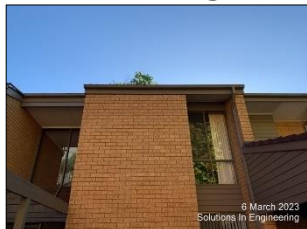
Ref#	Asset
1. BUILDING EXTERIOR & STRUCTURE	
1.1	Cladding
1.2	Rafters
1.3	Timber balustrades
1.4	Ceilings
1.5	External timber doors
1.6	Gutters and downpipes
1.7	Fascia boards
1.8	Eaves
1.9	Fibre cement surfaces
1.10	Mailboxes
1.11	Pergolas
1.12	Aluminium windows, doors, and hardware
1.13	Building exterior
1.14	Waterproofing
2. ROOFS	
2.1	Tiled roof
3. STAIRWELLS	
3.1	Metal balustrades
3.2	Stairway support beams
3.3	Unit doors
3.4	Stairways
3.5	Stairwell floor tiles
4. TOILET & STOREROOM	
4.1	Toilet and storeroom doors
4.2	Toilet and cistern
5. DRIVEWAY & CARPARK	
5.1	Bitumen surfaces
5.2	Concrete surfaces
5.3	Driveway paved surfaces
6. LANDSCAPING	
6.1	Garden maintenance
7. EXTERNAL WALKWAYS	
7.1	Walkway pavers
8. FENCES & WALLS	
8.1	Gate
8.2	Metal fence
8.3	Paling fence
8.4	Brickwork
9. ELECTRICAL MAINTENANCE	
9.1	Switchboards and communications
9.2	Light fittings
9.3	Television antenna
10. HYDRAULICS MAINTENANCE	
10.1	Irrigation
10.2	Drainage and plumbing
11. FIRE COMPLIANCE	
11.1	Fire equipment

ASSET PROFILES

Please note, documentation that is marked 'to be provided' throughout this report need to be added to this schedule by the developer and/or the Owners Corporation. We do not have access to all documentation.

1. BUILDING EXTERIOR & STRUCTURE

1.1 Cladding



Warranty: Not available

Manual: Not available

Manufacturer: Not available

Installer: Not available

1.2 Rafters



Warranty: Not available

Manual: Not available

Manufacturer: Not available

Installer: Not available

1.3 Timber balustrades



Warranty: Not available

Manual: Not available

Manufacturer: Not available

Installer: Not available

1. BUILDING EXTERIOR & STRUCTURE CONTINUED

1.4 Ceilings



Warranty: Not available

Manual: Not available

Manufacturer: Not available

Installer: Not available

1.5 External timber doors



Warranty: Not available

Manual: Not available

Manufacturer: Not available

Installer: Not available

1.6 Gutters and downpipes



Warranty: Not available

Manual: Not available

Manufacturer: Not available

Installer: Not available

1.7 Fascia boards



Warranty: Not available

Manual: Not available

Manufacturer: Not available

Installer: Not available

1. BUILDING EXTERIOR & STRUCTURE CONTINUED

1.8 Eaves



Warranty: Not available

Manual: Not available

Manufacturer: Not available

Installer: Not available

1.9 Fibre cement surfaces



Warranty: Not available

Manual: Not available

Manufacturer: Not available

Installer: Not available

1.10 Mailboxes



Warranty: Not available

Manual: Not available

Manufacturer: Not available

Installer: Not available

1.11 Pergolas



Warranty: Not available

Manual: Not available

Manufacturer: Not available

Installer: Not available

1. BUILDING EXTERIOR & STRUCTURE CONTINUED

1.12 Aluminium windows, doors, and hardware



Warranty: Not available

Manual: Not available

Manufacturer: Not available

Installer: Not available

1.13 Building exterior



Warranty: Not available

Manual: Not available

Manufacturer: Not available

Installer: Not available

1.14 Waterproofing



Warranty: Not available

Manual: Not available

Manufacturer: Not available

Installer: Not available

2. ROOFS

2.1 Tiled roof



Warranty: Not available

Manual: Not available

Manufacturer: Not available

Installer: Not available

3. STAIRWELLS

3.1 Metal balustrades



Warranty: Not available

Manual: Not available

Manufacturer: Not available

Installer: Not available

3.2 Stairway support beams



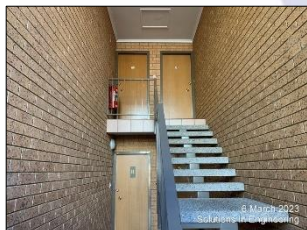
Warranty: Not available

Manual: Not available

Manufacturer: Not available

Installer: Not available

3.3 Unit doors



Warranty: Not available

Manual: Not available

Manufacturer: Not available

Installer: Not available

3. STAIRWELLS

3.4 Stairways



Warranty: Not available

Manual: Not available

Manufacturer: Not available

Installer: Not available

3.5 Stairwell floor tiles



Warranty: Not available

Manual: Not available

Manufacturer: Not available

Installer: Not available

4. TOILET & STOREROOM

4.1 Toilet and storeroom doors



Warranty: Not available

Manual: Not available

Manufacturer: Not available

Installer: Not available

4.2 Toilet and cistern



Warranty: Not available

Manual: Not available

Manufacturer: Not available

Installer: Not available

5. DRIVEWAY & CARPARK

5.1 Bitumen surfaces



Warranty: Not available

Manual: Not available

Manufacturer: Not available

Installer: Not available

5.2 Concrete surfaces



Warranty: Not available

Manual: Not available

Manufacturer: Not available

Installer: Not available

5.3 Driveway paved surfaces



Warranty: Not available

Manual: Not available

Manufacturer: Not available

Installer: Not available

6. LANDSCAPING

6.1 Garden maintenance



Warranty: Not available

Manual: Not available

Manufacturer: Not available

Installer: Not available

7. EXTERNAL WALKWAYS

7.1 Walkway pavers



Warranty: Not available
Manual: Not available
Manufacturer: Not available
Installer: Not available

8. FENCES & WALLS

8.1 Gate



Warranty: Not available
Manual: Not available
Manufacturer: Not available
Installer: Not available

8.2 Metal fence



Warranty: Not available
Manual: Not available
Manufacturer: Not available
Installer: Not available

8.3 Paling fence



Warranty: Not available
Manual: Not available
Manufacturer: Not available
Installer: Not available

8. FENCES & WALLS CONTINUED

8.4 Brickwork



Warranty: Not available

Manual: Not available

Manufacturer: Not available

Installer: Not available

9. ELECTRICAL MAINTENANCE

9.1 Switchboards and communications



Warranty: Not available

Manual: Not available

Manufacturer: Not available

Installer: Not available

9.2 Light fittings



Warranty: To be provided

Manual: To be provided

Manufacturer: To be provided

Installer: To be provided

9.3 Television antenna



Warranty: Not available

Manual: Not available

Manufacturer: Not available

Installer: Not available

10. HYDRAULICS MAINTENANCE

10.1 Irrigation



Warranty: Not available

Manual: Not available

Manufacturer: Not available

Installer: Not available

10.2 Drainage and plumbing



Warranty: Not available

Manual: Not available

Manufacturer: Not available

Installer: Not available

11. FIRE COMPLIANCE

11.1 Fire equipment



Warranty: Not available

Manual: Not available

Manufacturer: Not available

Installer: Not available

ASSET MAINTENANCE SCHEDULE

#	ASSET	ACTION	FREQUENCY	ACTION DESCRIPTION
BUILDING EXTERIOR & STRUCTURE				
1.1	Cladding	PAINT	Ten-Yearly	Repaint timber cladding
1.2	Rafters	PAINT	Ten-Yearly	Repaint rafters to carports
1.3	Timber balustrades	PAINT	Ten-Yearly	Repaint timber balustrades
		REPAIR	Annually	Repair timber balustrades
1.4	Ceilings	PAINT	Ten-Yearly	Repaint ceilings and overhangs
1.5	External timber doors	PAINT	Ten-Yearly	Repaint timber doors
		REPAIR	Quarterly	Repair doors and hardware - timber
1.6	Gutters and downpipes	PAINT	Ten-Yearly	Repaint gutters and downpipes
		CLEAN	Six-monthly	Clean gutters and downpipes
		REPAIR	Annually	Repair gutters
		REPAIR	Annually	Repair downpipes
1.7	Fascia boards	PAINT	Ten-Yearly	Repaint fascia boards
		REPAIR	Annually	Repair fascia boards
1.8	Eaves	PAINT	Ten-Yearly	Repaint eaves
1.9	Fibre cement surfaces	REPAIR	Five-Yearly	Repair fibre cement surfaces
1.1	Mailboxes	REPAIR	Quarterly	Repair mailboxes
1.11	Pergolas	PAINT	Ten-Yearly	Repaint pergolas
		REPAIR	Annually	Repair pergolas
1.12	Aluminium windows, doors, and hardware	REPAIR	Quarterly	Repair windows, doors, and hardware - aluminium
1.13	Building exterior	CLEAN	Annually	Washdown building areas required
		REPLACE	Three-Yearly	General building maintenance and upgrades
1.14	Waterproofing	REPLACE	Three-Yearly	Waterproof balcony floors
ROOFS				
2.1	Tiled roof	REPAIR	Three-Yearly	Repair tiled roof and ridge capping
STAIRWELLS				
3.1	Metal balustrades	PAINT	Ten-Yearly	Repaint stairway support beams
3.2	Stairway support beams	PAINT	Ten-Yearly	Repaint ceilings
3.3	Unit doors	PAINT	Ten-Yearly	Re-stain timber doors
		REPAIR	Quarterly	Repair doors and hardware - timber
3.4	Stairways	REPAIR	Three-Yearly	Repair pebblecrete steps
3.5	Stairwell floor tiles	REPAIR	Annually	Repair tiled surfaces

#	ASSET	ACTION	FREQUENCY	ACTION DESCRIPTION
TOILET & STOREROOM				
4.1	Toilet and storeroom doors	PAINT	Ten-Yearly	Repaint timber doors
4.2	Toilet and cistern	REPLACE	Thirty -Yearly	Replace fixtures and fittings
		CLEAN	Monthly	Clean trade toilet
DRIVEWAY & CARPARK				
5.1	Bitumen surfaces	REPAIR	Two-Yearly	Repair bitumen surface
5.2	Concrete surfaces	REPAIR	Ten-Yearly	Repair concrete surfaces
		CLEAN	Annually	Wash concrete surfaces
5.3	Driveway paved surfaces	REPAIR	Five-Yearly	Repair paved driveway
		CLEAN	Annually	Wash concrete and paved surfaces
LANDSCAPING				
6.1	Garden maintenance	UPGRADE	Quarterly	Garden upgrade & tree or vegetation removal
EXTERNAL WALKWAYS				
7.1	Walkway pavers	REPAIR	Five-Yearly	Repair paved walkway
		CLEAN	Annually	Wash paved surfaces
FENCES & WALLS				
8.1	Gate	REPLACE	Three-Yearly	Replace gates
8.2	Metal fence	REPLACE	Five-Yearly	Replace metal fence
8.3	Paling fence	PAINT	Ten-Yearly	Paint timber paling fence
		REPAIR	Five-Yearly	Repair timber paling fence
8.4	Brickwork	REPAIR	Two-Yearly	Repair brick fences / walls
ELECTRICAL MAINTENANCE				
9.1	Switchboards and communications	REPAIR	Two-Yearly	Repair and test electrical switchboards and communications infrastructure
9.2	Light fittings	REPLACE	Quarterly	Replace lighting fittings and globes
9.3	Television antenna	REPLACE	Annually	Repair television (MATV) antenna & equipment
HYDRAULICS MAINTENANCE				
10.1	Irrigation	REPAIR	Quarterly	Irrigation maintenance & upgrades
10.2	Drainage and plumbing	REPAIR	Two-Yearly	Drainage and plumbing maintenance & upgrades
FIRE COMPLIANCE				
11.1	Fire equipment	MAINTAIN	Quarterly	Fire compliance upgrade and maintenance

SUGGESTED MAINTENANCE SCHEDULE

The following tables propose a timeline for ongoing maintenance on the above items to follow. They are compiled using the frequencies set out in the asset maintenance program. Where possible, we have grouped similar maintenance actions together to reduce cost and make maintenance easy. We have also estimated specific points in the year for maintenance to occur, but this is not always possible or necessary; for instance, it is not necessary to wipe down light fittings (a six-monthly maintenance frequency) in April and October as opposed to May and November. We recommend that the Owners Corporation consider their financial position to maintain the outlined assets as frequently as we have suggested, although not necessarily in the exact weeks, months, and years we have selected.

EACH YEAR - MONTH BY MONTH

#	ASSET	ACTION	FREQUENCY											
			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1.5	External timber doors	REPAIR												
1.6	Gutters and downpipes	CLEAN												
1.1	Mailboxes	REPAIR												
1.12	Aluminium windows, doors, and hardware	REPAIR												
3.3	Unit doors	REPAIR												
4.2	Toilet and cistern	CLEAN												
6.1	Garden maintenance	UPGRADE												
9.2	Light fittings	REPLACE												
10.1	Irrigation	REPAIR												
11.1	Fire equipment	MAINTAIN												

LONG-TERM - YEAR BY YEAR

#	ASSET	ACTION	FREQUENCY																													
			2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052
1.1	Cladding	PAINT																														
1.2	Rafters	PAINT																														
1.3	Timber balustrades	PAINT																														
1.3	Timber balustrades	REPAIR																														
1.4	Ceilings	PAINT																														
1.5	External timber doors	PAINT																														
1.6	Gutters and downpipes	PAINT																														
1.6	Gutters and downpipes	REPAIR																														
1.6	Gutters and downpipes	REPAIR																														
1.7	Fascia boards	PAINT																														
1.7	Fascia boards	REPAIR																														
1.8	Eaves	PAINT																														
1.9	Fibre cement surfaces	REPAIR																														
1.11	Pergolas	PAINT																														
1.11	Pergolas	REPAIR																														
1.13	Building exterior	CLEAN																														
1.13	Building exterior	REPLACE																														
1.14	Waterproofing	REPLACE																														
2.1	Tiled roof	REPAIR																														
3.1	Metal balustrades	PAINT																														
3.2	Stairway support beams	PAINT																														
3.3	Unit doors	PAINT																														
3.4	Stairways	REPAIR																														
3.5	Stairwell floor tiles	REPAIR																														
4.1	Toilet and storeroom doors	PAINT																														
4.2	Toilet and cistern	REPLACE																														

#	ASSET	ACTION	FREQUENCY																												
			2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051
5.1	Bitumen surfaces	REPAIR																													
5.2	Concrete surfaces	REPAIR																													
5.2	Concrete surfaces	CLEAN																													
5.3	Driveway paved surfaces	REPAIR																													
5.3	Driveway paved surfaces	CLEAN																													
7.1	Walkway pavers	REPAIR																													
7.1	Walkway pavers	CLEAN																													
8.1	Gate	REPLACE																													
8.2	Metal fence	REPLACE																													
8.3	Paling fence	PAINT																													
8.3	Paling fence	REPAIR																													
8.4	Brickwork	REPAIR																													
9.1	Switchboards and communications	REPAIR																													
9.3	Television antenna	REPLACE																													
10.2	Drainage and plumbing	REPAIR																													

REPORT NOTES

It is important that you read these notes thoroughly. They will assist you in understanding the purpose of this report, its limitations, and how best to use this report.

Maintenance Plan

This plan meets the current requirements of the *Unit Titles (Management) Act 2011*;

s168 Obligations in relation to maintenance schedule

- (1) This section applies to a units plan registered before 01/07/2021.
- (2) The following provisions do not apply:
 - (a) Section 25 (developer to prepare maintenance schedule).
 - (b) Schedule 3, section 3.4(d)
- (3) Section 24(2) (Maintenance Obligations) does not apply to the Owners Corporation until after the second annual general meeting of the Owners Corporation after the commencement day.

s24 Maintenance obligations

- (1) An owners corporation for a units plan must maintain the following:
 - (a) for a staged development—the common property included in a completed stage of the development;
 - (b) for a development that is not a staged development—the common property;
 - (c) other property that it holds;
 - (d) the defined parts of any building containing class A units (whether or not the defined parts are common property);

Note: This does not include painting unless the painting is required because of other maintenance (see s 26(1)).

 - (e) if a utility service mentioned in the Unit Titles Act 2001, section 35 (Easements given by this Act) is provided for the potential benefit of all units—facilities associated with the provision of the utility services including utility conduits;
 - (f) any building on the common property that encroaches on a unit if the building is the subject of an easement declared under the Unit Titles Act 2001, section 36 (Easements declared by owners corporations);
 - (g) as authorised by a special resolution (if any)—all buildings on all class B units on the units plan.

Example—par (g)
a special resolution authorising the owners corporation to paint all buildings on the class B units and to carry out roofing and structural repairs to all class B units, but excluding responsibility for internal painting and minor repairs of class B units
- (2) For meeting its obligations under subsection (1), the owners corporation must prepare a maintenance plan taking into account the developer's maintenance schedule (if any).
- (3) The maintenance plan must contain the matters prescribed by regulation.

Units Titles (Management) Regulations;

4A Maintenance Plan—Act, s 24 (3)

A maintenance plan must include the following:

- (a) A plan for the maintenance and inspection of systems, equipment, structures, and other things on the common property if the maintenance and inspection is reasonably required to avoid future damage to, or failure of, the thing including (if present) the following:
 - (i) Exterior walls, guttering, downpipes and roof;
 - (ii) Pools and surrounds, pool fencing and gates;
 - (iii) Air conditioning, heating and ventilation systems.
 - (iv) Lifts
 - (v) Fire protection equipment including sprinkler systems, fire alarms and smoke detectors
 - (vi) Security access systems
 - (vii) Electric vehicle charging stations and associated infrastructure
 - (viii) Embedded networks and micro-grids
 - (ix) Solar panels and associated equipment and any other sustainability infrastructure

Importantly, Maintenance deals with all items that require maintenance. This includes assets such as HVAC systems and security systems, but also includes the building envelope, painting, and so on. The Initial Maintenance **does not cover** items that are intended to last for the lifespan of the building, as these items will not require maintenance or inspection for them to function properly. These items are not included in this report.

Methodology

Solutions in Engineering have compiled all documentation provided to it by the developer or the developer's agent (strata manager). Based on the provided documentation and an onsite inspection, we have compiled this initial maintenance schedule.

Maintenance scheduling is based on the manufacturer's advice for the specific asset. Where the manufacturer does not provide a recommendation, or we do not have access to the manufacturer's advice, we have utilised the general industry practice for maintaining assets of this type. This is less precise: Because we do not have the specific maintenance recommendations of the manufacturer, there may be a discrepancy between our recommendation and the maintenance scheduling. By obtaining the manufacturer's advice this discrepancy can be eliminated. We are not responsible for any adverse consequences resulting from being unable to base this initial maintenance on the manufacturer's advice.

We have also conducted an onsite inspection.

Conducting Maintenance

Some maintenance actions require additional vigilance with health and safety and/or require the services of a licenced professional to conduct them. Where owners intend to conduct maintenance actions themselves, they should ensure that they comply with the *Work Health and Safety Act* and any applicable Codes of Practices, in particular the 'Code of Practice: Managing the Risk of Falls at Workplaces.'

Continual Vigilance Required

This initial maintenance deals with assets present and identified at the time of inspection. It does not cover assets that are installed after our inspection and does not supplant your duty to ensure that the common property is adequately maintained.

Further, while we have provided a for which maintenance should be undertaken, you are not bound to maintain items as scheduled if maintenance is needed earlier than scheduled. Early maintenance may be required in many circumstances that we cannot predict at the time of inspection. Environmental factors, accidental damage, and unexpected use can all contribute to an asset deteriorating quicker than is expected. Where needed to ensure that the item continues to function properly for its intended purpose, we recommend maintaining an item earlier than we have recommended.

For instance, we recommend flushing out gutters and trimming overhanging branches in advance of a serious storm. We also recommend that the owners watch carefully how the lawn is progressing in periods of severe heat or drought and adjust the mowing frequency if the lawn is struggling.

We do not recommend delaying maintenance beyond what we have recommended.

Nature of Inspection

We have conducted a visual inspection only. We have not conducted any physical testing, including slip-resistance testing to AS/NZS 4663, testing of fire protection equipment, or invasive testing conducted by a structural engineer. Specific maintenance requirements that would have been determined with physical testing are outside the scope of our services.

This report is limited to accessible areas. Our inspector determined which areas had safe access based on a risk assessment at the time of inspection. Under "Areas Not Inspected" on page 3 of this Report, the inspector has detailed areas that were inaccessible at the time of inspection. Items within these areas at the time of inspection are not within the scope of this report. Inspection of these areas can be organised. Contact Solutions in Engineering to obtain a quote for the inspection of these areas.

The visual inspection component of this report is also limited to areas that can be seen. As a result, for items embedded in the ground, form an element in a wall, or are otherwise not capable of being sighted, we have relied on the warranties, representations, and documentations of the manufacturer or installer in preparing this schedule. We are not responsible for any loss whatsoever resulting from deficiencies in the maintenance requirements detailed by the manufacturer or installer. For example, we will rely on the warranties and maintenance requirements detailed by the manufacturer or installer of a waterproofing membrane.

Exclusions

This report does not make any comment recommending the installation of new items or removal of existing items from the common property. This is an assessment of in situ items at the time of inspection, and the maintenance requirements of those items. Without limiting the generality of the above:

- This report does not assess the compliance of the subject property with applicable development consents, including the provisions of the Building Code of Australia (BCA).
- This report is not a safety report. Site specific physical hazards may be present at the property; however, this report does not deal with these potential hazards. Solutions in Engineering can be engaged to conduct a Safety Report that addresses these issues.
- This report is not a full fire assessment. It does not comment on the adequacy of emergency planning or emergency evacuation procedures, or the adequacy of evacuation signage. Solutions in Fire can be engaged to conduct a Fire Safety Report that addresses these issues.
- This report has made no assessment of the slip-resistance or slipperiness of floor surfaces.
- This report is not a light audit.
- This report is not an assessment of the safety of the pool enclosure, including whether the pool enclosure is compliant with applicable pool fence regulations.
- This report is not an asbestos assessment. Solutions in Engineering can be engaged to conduct an asbestos assessment.
- This report is not an electrical safety assessment.
- This report does not include items that do not require maintenance or inspection for them to function properly for their intended purpose.

Example: Where properly installed and designed, the footings of a building should last for the full lifespan of the building. In these circumstances, the footings do not require maintenance or inspection for them to function properly, and they have not been included in this report.

Interaction with Sinking Fund and Sinking Fund Plan

Unlike the Sinking Fund ('SF') and the Sinking Fund Plan ('SFP'), the Owners Corporation is not required to update this report, and nor are they required to fully implement this report. This document is most relevant during the first few years of a strata scheme's life, particularly in the period before a new scheme has prepared the first SFP and SF. This report will inform the development of the SFP and the SF, but the Owners Corporation are required to implement the SFP. For long-term maintenance, this report will progressively become less relevant as the SFP becomes the most relevant document.

However, this report also fulfils a separate function to the SFP. Unlike the SFP, this report includes maintenance obligations that an Owners Corporation would ordinarily meet from their administrative fund. Assets that require daily or weekly maintenance are usually met through the administrative fund. Thus, this report remains relevant for the life of the building.

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Sinking Fund Plan

Nereida Gardens

33 Dawes Street

Kingston ACT 2604

Units Plan 410



Report details

Inspection date:	6/03/2023
Inspector:	Marco Camps

NEW SOUTH WALES

Level 5, 115 Pitt St Sydney 2000
PO Box A72 Sydney South NSW 1235

QUEENSLAND

9 Gardner Close, Milton 4064
PO Box 1584 Milton 4064

VICTORIA

Level 1, 1 Queens Rd Melbourne 3004
GPO Box 3025 Melbourne 3001



22/03/2023

The Owners Corporation
Nereida Gardens
33 Dawes Street
Kingston ACT 2604

Dear Committee Members,

Thank you for appointing our company to conduct your Sinking Fund Plan.

Based on our survey of your property, we have determined that the Owners Corporation will need to increase its contributions in order to cover its forecast sinking fund expenses. We strongly recommend that the levies be set at the level shown in this report.

This plan should be updated regularly to account for actual changes in construction and maintenance costs, unanticipated changes in the property's condition over time, changes in legal requirements and any discrepancies between the forecast and actual sinking fund balances. Regular updates also create peace of mind and assist the Owners Corporation to manage the risk of litigation from individual owners (current and future) for breaches of its duty to maintain the common property by providing reasonable, up-to-date estimates of the cost of necessary maintenance work and repairs.

Key Report Data Levies Summary – First Financial Year

Levy Per Unit Entitlement (Total sinking fund levy divided by unit entitlements)	\$618.85
Total Unit Entitlements	60
Total Sinking Fund Levy	\$37,131.29

The data used to arrive at the above figures is in the attached report. It is designed for ease of reading. For your convenience here is your Report Index:

Report Index	Page No.
Owners Report Summary	Section 1
Building Details and Report Inputs Page	2
15 Year Cash Flow Tracking & Graph with New Levies	3
15 Year Cash Flow Tracking & Graph with Old Levies	4
Report Detail	Section 2
15 Year Anticipated Expenditure Table	5
Building Data List from Property Inspection	8
Inspector's Building Report & Building Specific Report Notes	16
Report Notes	17

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If you have any questions regarding your report or need our specialised services in Professional Safety Reports, Insurance Valuations, Maintenance Reports, Asbestos Audits or Balustrade Testing call us on 1300 136 036 or email enquiry@solutionsinengineering.com.

Yours sincerely,



The Team at Solutions in Engineering

Building Details & Report Inputs

Supplied information

Building Name	Nereida Gardens
Building Address	33 Dawes Street Kingston ACT 2604
Units Plan No.	410
Plan Type	Units Plan - Class A
Registered Plan Date/Year of Construction	
Number of Unit Entitlements	60
Number of Units	20
Estimated Sinking Fund Balance	\$135,505
Starting date of Financial Year for Report	1/04/2023
GST Status	Not Registered for GST
Current Sinking Fund Levy per Lot Entitlement	\$600.83

Report assumptions & information

Assumed Interest Rate on invested funds (For funds over \$10,000) Years 1 - 3	1.70%
Assumed Interest Rate on invested funds (For funds over \$10,000) Years 4 - 15	3.00%
Company Taxation Rate	25.00%
Interest on Invested Funds – Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on Sinking Fund balances over \$10,000 - Years 1 - 3	1.28%
Interest on Invested Funds – Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on Sinking Fund balances over \$10,000 - Years 4 - 15	2.25%
Contingency Allowance - For minor and/or unforeseen expenses	10%
Assumed Rate of Inflation for Building Maintenance Costs - Based on average annual building cost increase over the past five years.	3.00%
Forecast Period - Number of years the forecasts	15 years

15 Year Levy Table

Year	Year To	Total Contribution	Contribution per Unit Entitlement	Quarterly Contribution
1	31/03/2024	37,131.29	618.85	154.71
2	31/03/2025	44,557.54	742.63	185.66
3	31/03/2026	53,469.05	891.15	222.79
4	31/03/2027	64,162.86	1,069.38	267.35
5	31/03/2028	66,087.75	1,101.46	275.37
6	31/03/2029	68,070.38	1,134.51	283.63
7	31/03/2030	70,112.49	1,168.54	292.14
8	31/03/2031	72,215.86	1,203.60	300.90
9	31/03/2032	74,382.34	1,239.71	309.93
10	31/03/2033	76,613.81	1,276.90	319.23
11	31/03/2034	78,912.22	1,315.20	328.80
12	31/03/2035	81,279.59	1,354.66	338.67
13	31/03/2036	83,717.98	1,395.30	348.83
14	31/03/2037	86,229.52	1,437.16	359.29
15	31/03/2038	88,816.41	1,480.27	370.07

15 Year Cash Flow Tracking Sheet

The table below shows the cash flow starting with the anticipated '**Opening Balance**' at the start of the first financial year which you provided to us. We then add the '**Total Levy Contributions**' for the year and any '**Interest**' on balances greater than \$10,000. Any '**Anticipated Expenses**' (including contingency allowance) are then allowed for leaving a '**Closing Balance**' for the year which in turn becomes the '**Opening Balance**' for the following year. In summary:

$$\text{Opening Balance} + \text{Total Levy Contributions} + \text{Interest} - \text{Anticipated Expenses} = \text{Closing Balance}$$

Year	Year To	Opening Balance	Total Levy Contributions (Exc. GST)	Interest (After Tax)	Anticipated Expenses (Inc. GST)	Closing Balance
1	31/03/2024	135,505.00	37,131.29	1,875.09	15,159.00	159,352.38
2	31/03/2025	159,352.38	44,557.54	1,564.35	118,832.00	86,642.27
3	31/03/2026	86,642.27	53,469.05	1,155.61	46,189.00	95,077.93
4	31/03/2027	95,077.93	64,162.86	2,450.64	36,484.00	125,207.43
5	31/03/2028	125,207.43	66,087.75	3,172.51	34,502.00	159,965.69
6	31/03/2029	159,965.69	68,070.38	3,672.29	61,576.00	170,132.36
7	31/03/2030	170,132.36	70,112.49	4,328.90	25,586.00	218,987.75
8	31/03/2031	218,987.75	72,215.86	5,423.73	28,082.00	268,545.34
9	31/03/2032	268,545.34	74,382.34	6,195.96	60,721.00	288,402.64
10	31/03/2033	288,402.64	76,613.81	6,404.70	84,112.00	287,309.15
11	31/03/2034	287,309.15	78,912.22	7,123.04	20,371.00	352,973.41
12	31/03/2035	352,973.41	81,279.59	6,617.75	198,982.00	241,888.75
13	31/03/2036	241,888.75	83,717.98	4,795.12	141,263.00	189,138.85
14	31/03/2037	189,138.85	86,229.52	4,156.92	95,003.00	184,522.29
15	31/03/2038	184,522.29	88,816.41	4,133.49	90,440.00	187,032.19

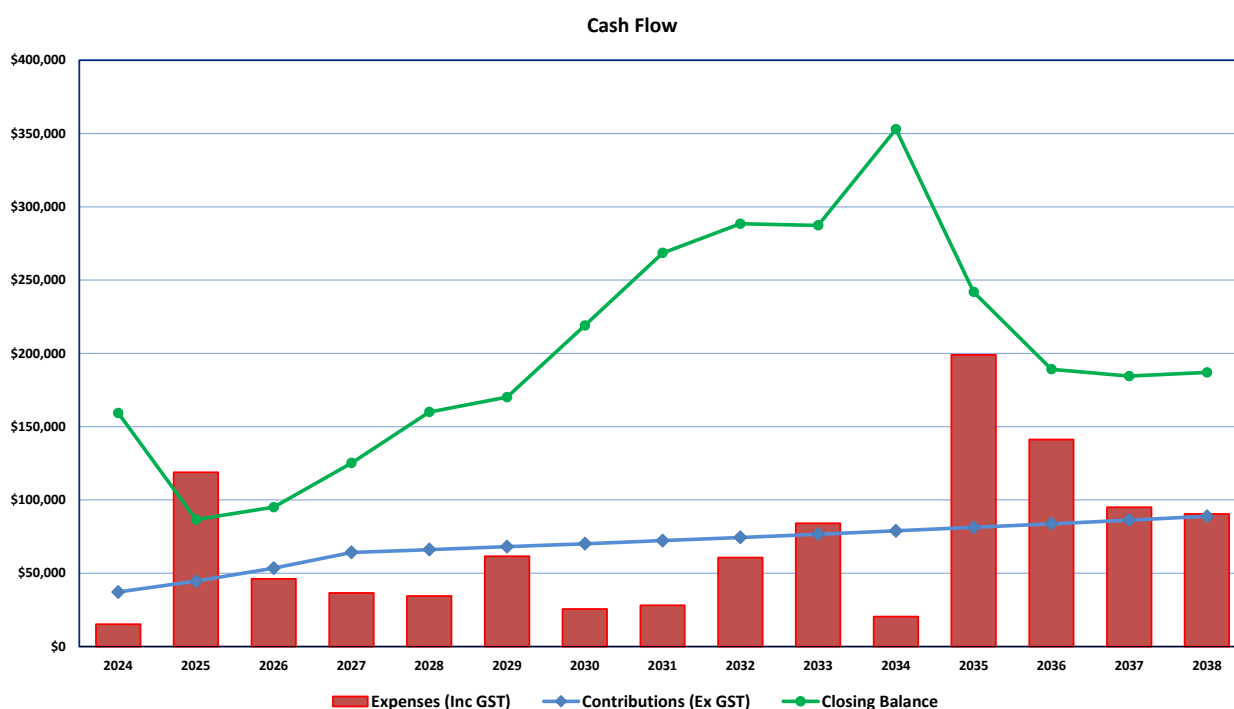
15 Year Cash Flow Graph

The graph below tracks the 'Contributions' (the amount collected in levies), the projected 'Closing balance' of the sinking fund and the likely 'Expenses' for each year of this forecast. The three lines in the graph are:

Contributions line - Total sinking fund contributions per year.

Expenses line – Total anticipated expenses in each year.

Closing balance line – Shows the amount left in the fund bank account at the end of the year after all anticipated expenses have been allowed for.



What will happen if you stay with your current levy amount?

The table and graph below use the same information as on the previous page except they show the cash flow for the scheme if you do not vary your current levy amount.

15 Year Cash Flow Tracking Sheet

The table below shows the cash flow for the entirety of the forecast. In summary:

Opening Balance + Total Levy Contributions + Interest – Anticipated Expenses = Closing Balance

Year	Year To	Opening Balance	Total Levy Contributions (Exc. GST)	Interest (After Tax)	Anticipated Expenses (Inc. GST)	Closing Balance
1	31/03/2024	135,505.00	37,131.29	1,875.09	15,159.00	159,352.38
2	31/03/2025	159,352.38	38,245.23	1,523.96	118,832.00	80,289.57
3	31/03/2026	80,289.57	39,392.59	984.21	46,189.00	74,477.37
4	31/03/2027	74,477.37	40,574.37	1,721.76	36,484.00	80,289.50
5	31/03/2028	80,289.50	41,791.60	1,888.52	34,502.00	89,467.62
6	31/03/2029	89,467.62	43,045.35	1,804.55	61,576.00	72,741.52
7	31/03/2030	72,741.52	44,336.71	1,847.63	25,586.00	93,339.86
8	31/03/2031	93,339.86	45,666.81	2,297.98	28,082.00	113,222.65
9	31/03/2032	113,222.65	47,036.81	2,393.56	60,721.00	101,932.02
10	31/03/2033	101,932.02	48,447.91	1,892.25	84,112.00	68,160.18
11	31/03/2034	68,160.18	49,901.35	1,865.82	20,371.00	99,556.35
12	31/03/2035	99,556.35	51,398.39	0.00	198,982.00	-48,027.26
13	31/03/2036	-48,027.26	52,940.34	0.00	141,263.00	-136,349.92
14	31/03/2037	-136,349.92	54,528.55	0.00	95,003.00	-176,824.37
15	31/03/2038	-176,824.37	56,164.41	0.00	90,440.00	-211,099.96

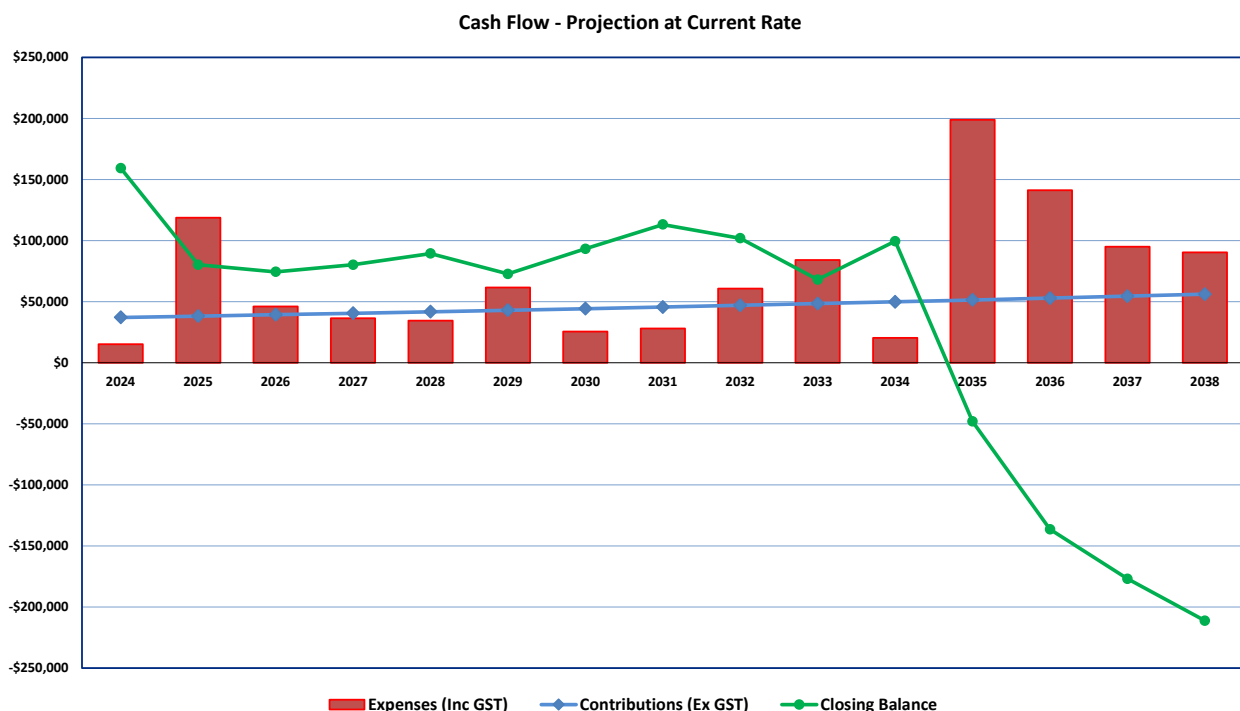
15 Year Cash Flow Graph

The graph below tracks the 'Contributions' (the amount collected in levies), the projected 'Closing balance' of the sinking fund and the likely 'Expenses' for each year of this forecast. The three lines in the graph are:

Contributions line - Total sinking fund contributions per year.

Expenses line – Total anticipated expenses in each year.

Closing balance line – Shows the amount left in the fund bank account at the end of the year after all anticipated expenses have been allowed for.



Anticipated Expenditures Table Year 1 - 15

This table shows when expenses will occur in the next 15 years. From left to right the columns are:-

'Expenditure Items' - lists the different areas and items of expenditure.

'Current Cost' - shows the current maintenance expenditure costs in today's dollars.

Year 1 to 15 - shows the costs in the year in which they occur including the 'Assumed Rate of Inflation' compounded annually until the cost is due.

At the bottom on each column there are three lines. Firstly, a **'Grand Total (Inc. GST)'** followed by a line calculating the **'Contingency Allowance (Inc. GST)'** for unforeseen and minor expenses and finally **'Total Expenses (Inc. GST)'** for that year. Please note: This page rounds figures to the nearest whole dollar.

Expenditure Item	Current Cost	Year 1 (2024)	Year 2 (2025)	Year 3 (2026)	Year 4 (2027)	Year 5 (2028)	Year 6 (2029)	Year 7 (2030)	Year 8 (2031)	Year 9 (2032)	Year 10 (2033)	Year 11 (2034)	Year 12 (2035)	Year 13 (2036)	Year 14 (2037)	Year 15 (2038)
1. BUILDING EXTERIOR & STRUCTURE																
Repaint timber cladding	14,133	-	14,994	-	-	-	-	-	-	-	-	-	20,150	-	-	-
Repaint rafters to carports	7,882	-	8,362	-	-	-	-	-	-	-	-	-	11,238	-	-	-
Repaint timber balustrades	5,941	-	6,303	-	-	-	-	-	-	-	-	-	8,470	-	-	-
Repair timber balustrades (Total: 60 lm) - 5%	678	698	719	741	763	786	810	834	859	885	911	939	967	996	1,026	1,056
Repaint ceilings and overhangs	1,764	-	1,871	-	-	-	-	-	-	-	-	-	2,515	-	-	-
Repaint timber doors	4,356	-	4,621	-	-	-	-	-	-	-	-	-	6,211	-	-	-
Repaint gutters and downpipes	10,029	-	10,640	-	-	-	-	-	-	-	-	-	14,299	-	-	-
Repaint fascia boards	11,508	-	12,209	-	-	-	-	-	-	-	-	-	16,408	-	-	-
Repair fascia boards (Total: 501 lm) - 5%	3,117	3,211	3,307	3,406	3,508	3,613	3,722	3,834	3,949	4,067	4,189	4,315	4,444	4,577	4,715	4,856
Repaint eaves	8,799	-	9,335	-	-	-	-	-	-	-	-	-	12,545	-	-	-
Repair fibre cement surfaces (Total: 256 lm) - 5%	2,060	-	-	-	-	2,388	-	-	-	-	2,768	-	-	-	-	3,209
Replace mailboxes	7,749	-	-	-	-	-	-	-	-	-	-	-	-	11,380	-	-
Repaint pergolas	4,364	-	4,630	-	-	-	-	-	-	-	-	-	6,222	-	-	-
Repair pergolas (Total: 103 m2) - 5%	1,372	1,413	1,456	1,499	1,544	1,591	1,638	1,687	1,738	1,790	1,844	1,899	1,956	2,015	2,075	2,138
Height allowance for painting and façade repair works	6,789	-	7,202	-	-	-	-	-	-	-	-	-	9,679	-	-	-
Replace aluminium windows and doors	0	-	-	-	-	-	-	-	-	-	0	-	-	-	-	-
Washdown building areas required	1,409	1,451	1,495	1,540	1,586	1,633	1,682	1,733	1,785	1,838	1,894	1,950	2,009	2,069	2,131	2,195
Waterproof balcony floors (Total: 51 m2) - 10%	4,818	-	-	5,265	-	-	5,753	-	-	6,286	-	-	6,869	-	-	7,506
General building maintenance and upgrades	11,300	-	-	12,348	-	-	13,493	-	-	14,744	-	-	16,111	-	-	17,605
Sub Total (Incl. GST)		6,773	87,144	24,799	7,401	10,011	27,098	8,088	8,331	29,610	11,606	9,103	140,093	21,037	9,947	38,565
2. ROOFS																
Repair gutters (Total: 268 lm) - 5%	1,124	1,158	1,192	1,228	1,265	1,303	1,342	1,382	1,424	1,467	1,511	1,556	1,603	1,651	1,700	1,751
Replace gutters	18,827	-	-	-	-	-	-	-	-	-	-	-	-	-	28,478	-
Repair downpipes (Total: 174 lm) - 5%	635	654	674	694	715	736	758	781	804	829	853	879	905	933	960	989
Replace downpipes	8,803	-	-	-	-	-	-	-	-	-	-	-	-	-	13,315	-

Expenditure Item	Current Cost	Year 1 (2024)	Year 2 (2025)	Year 3 (2026)	Year 4 (2027)	Year 5 (2028)	Year 6 (2029)	Year 7 (2030)	Year 8 (2031)	Year 9 (2032)	Year 10 (2033)	Year 11 (2034)	Year 12 (2035)	Year 13 (2036)	Year 14 (2037)	Year 15 (2038)
Repair tiled roof and ridge capping (Total: 1406 m2) - 2%	6,570	-	-	7,179	-	-	7,845	-	-	8,572	-	-	9,367	-	-	10,236
Replace concrete roof tiles	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace skylights (Total: 20 ea.) - 10%	4,960	-	-	-	-	5,750	-	-	-	-	6,666	-	-	-	-	7,728
Sub Total (Incl. GST)		1,812	1,866	9,101	1,980	7,789	9,945	2,163	2,228	10,868	9,030	2,435	11,875	2,584	44,453	20,704
3. STAIRWELLS																
Repaint metal balustrades	3,268	-	-	-	3,678	-	-	-	-	-	-	-	-	-	4,943	-
Repaint stairway support beans	1,471	-	-	-	1,656	-	-	-	-	-	-	-	-	-	2,225	-
Repaint ceilings	2,202	-	-	-	2,478	-	-	-	-	-	-	-	-	-	3,331	-
Re-stain timber doors	2,376	-	-	-	2,674	-	-	-	-	-	-	-	-	-	3,594	-
Repair pebblecrete steps	1,420	-	-	1,552	-	-	1,696	-	-	1,853	-	-	2,025	-	-	2,212
Repair tiled surfaces (Total: 72 m2) - 2%	490	505	520	535	552	568	585	603	621	639	659	678	699	720	741	763
Sub Total (Incl. GST)		505	520	2,087	11,037	568	2,281	603	621	2,492	659	678	2,724	720	14,834	2,975
4. TOILET & STOREROOM																
Repaint timber doors	396	-	420	-	-	-	-	-	-	-	-	-	565	-	-	-
Replace fixtures and fittings	1,680	-	-	-	-	-	2,006	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	420	0	0	0	2,006	0	0	0	0	0	565	0	0	0
5. DRIVEWAY & CARPARK																
Replace bitumen surface	22,399	-	-	-	-	-	-	-	-	-	30,102	-	-	-	-	-
Repair bitumen surface (Total: 204 m2) - 2%	675	-	716	-	760	-	806	-	855	-	907	-	962	-	1,021	-
Repair concrete surfaces (Total: 457 m2) - 3%	5,533	-	-	-	-	-	-	6,805	-	-	-	-	-	-	-	-
Repair paved driveway (Total: 338 m2) - 5%	4,296	-	-	-	-	4,980	-	-	-	-	5,773	-	-	-	-	6,693
Wash concrete and paved surfaces	2,846	2,931	3,019	3,110	3,203	3,299	3,398	3,500	3,605	3,713	3,825	3,940	4,058	4,179	4,305	4,434
Sub Total (Incl. GST)		2,931	3,735	3,110	3,963	8,279	4,204	10,305	4,460	3,713	40,607	3,940	5,020	4,179	5,326	11,127
6. LANDSCAPING																
Sub Total (Incl. GST)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7. EXTERNAL WALKWAYS																
Repair paved walkway (Total: 52 m2) - 10%	1,516	-	-	-	-	1,757	-	-	-	-	2,037	-	-	-	-	2,362
Wash paved surfaces	186	192	197	203	209	216	222	229	236	243	250	257	265	273	281	290
Sub Total (Incl. GST)		192	197	203	209	1,973	222	229	236	243	2,287	257	265	273	281	2,652
8. FENCES & WALLS																
Replace gates (Total: 10 ea.) - 10%	940	-	-	1,027	-	-	1,122	-	-	1,226	-	-	1,340	-	-	1,464
Repaint or re-stain gates	1,198	-	1,271	-	-	-	-	-	-	-	-	-	1,708	-	-	-
Replace metal fence (Total: 20 lm) - 20%	845	-	-	-	-	980	-	-	-	-	1,136	-	-	-	-	1,316
Replace timber paling fence	6,217	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Expenditure Item	Current Cost	Year 1 (2024)	Year 2 (2025)	Year 3 (2026)	Year 4 (2027)	Year 5 (2028)	Year 6 (2029)	Year 7 (2030)	Year 8 (2031)	Year 9 (2032)	Year 10 (2033)	Year 11 (2034)	Year 12 (2035)	Year 13 (2036)	Year 14 (2037)	Year 15 (2038)
Paint timber paling fence	4,516	-	4,791	-	-	-	-	-	-	-	-	-	6,439	-	-	-
Repair timber paling fence (Total: 65 lm) - 10%	670	-	-	-	-	-	-	-	-	-	900	-	-	-	-	1,044
Repair brick fences / walls	1,102	1,135	-	1,204	-	1,278	-	1,355	-	1,438	-	1,525	-	1,618	-	1,717
Sub Total (Incl. GST)		1,135	6,062	2,231	0	2,258	1,122	1,355	0	2,664	2,036	1,525	9,487	1,618	0	5,541
9. ELECTRICAL MAINTENANCE																
Replace electrical switchboards	45,500	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Repair and test electrical switchboards and communications infrastructure	2,100	-	2,228	-	2,364	-	2,508	-	2,660	-	2,822	-	2,994	-	3,176	-
Allowance to install electric vehicle charging infrastructure	66,320	-	-	-	-	-	-	-	-	-	-	-	-	97,393	-	-
Repair television (MATV) antenna & equipment (Total: 20 ea.) - 10%	420	433	446	459	473	487	502	517	532	548	564	581	599	617	635	654
Replace television (MATV) antenna & equipment	3,880	-	-	-	-	-	-	-	-	5,063	-	-	-	-	-	-
Sub Total (Incl. GST)		433	2,674	459	2,837	487	3,010	517	3,192	5,611	3,386	581	3,593	98,010	3,811	654
10. HYDRAULICS MAINTENANCE																
Drainage and plumbing maintenance & upgrades	5,100	-	5,411	-	5,740	-	6,090	-	6,461	-	6,854	-	7,271	-	7,714	-
Sub Total (Incl. GST)		0	5,411	0	5,740	0	6,090	0	6,461	0	6,854	0	7,271	0	7,714	0
Grand Total (Incl. GST)		13,781	108,029	41,990	33,167	31,365	55,978	23,260	25,529	55,201	76,465	18,519	180,893	128,421	86,366	82,218
Contingency Allowance (Incl. GST)		1,378	10,803	4,199	3,317	3,137	5,598	2,326	2,553	5,520	7,647	1,852	18,089	12,842	8,637	8,222
Grand Total Expenses (Incl. Contingency Allowance and GST)		15,159	118,832	46,189	36,484	34,502	61,576	25,586	28,082	60,721	84,112	20,371	198,982	141,263	95,003	90,440

Building Data List from the Property Inspection for Nereida Gardens

This table has all the data collected by the building inspector while inspecting the complex. The columns from left to right are:-

'Items' – identifies and describes the maintenance item

'Qty' – lets you know the quantity of that item in scope

'Unit' – is the unit rate used to measure the quantity

'Rate' – is the cost of each unit in dollars

'Value' – is the quantity (Qty) multiplied by the Rate (\$)

'Next Due' - is the remaining life in years until an item needs money spent on it.

'Total Life' - is the total life the item after it is replaced, repaired or reed.

'Comments' – details any useful explanatory notes for the item.

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
1. BUILDING EXTERIOR & STRUCTURE							
Repaint timber cladding	413	m2	34.22	14,133.00	2	10	Ongoing painting program
Repaint rafters to carports	256	lm	30.79	7,882.00	2	10	Ongoing painting program
Repaint timber balustrades	60	lm	99.02	5,941.00	2	10	Ongoing painting program
Repair timber balustrades (Total: 60 lm) - 5%	3	lm	226.00	678.00	1	1	Repair or replace as required
Repaint ceilings and overhangs	51	m2	34.59	1,764.00	2	10	Ongoing painting program
Repaint timber doors	22	ea.	198.00	4,356.00	2	10	Ongoing painting program
Repaint gutters and downpipes	442	lm	22.69	10,029.00	2	10	Ongoing painting program
Repaint fascia boards	501	lm	22.97	11,508.00	2	10	Ongoing painting program
Repair fascia boards (Total: 501 lm) - 5%	26	lm	119.88	3,117.00	1	1	Repair or replace as required
Repaint eaves	256	lm	34.37	8,799.00	2	10	Ongoing painting program
Repair fibre cement surfaces (Total: 256 lm) - 5%	13	lm	158.44	2,060.00	5	5	Repair or replace as required
Replace mailboxes	21	ea.	369.00	7,749.00	13	25	Replace as required
Repaint pergolas	103	m2	42.37	4,364.00	2	10	Ongoing painting program
Repair pergolas (Total: 103 m2) - 5%	6	m2	228.66	1,372.00	1	1	Repair or replace as required
Height allowance for painting and façade repair works	1	Item	6,789.00	6,789.00	2	10	Price will vary on height access system applied
Replace aluminium windows and doors	1	Item	0.00	0.00	10	50	Quotation required, price will vary on finishes and materials used
Washdown building areas required	1	Item	1,408.96	1,409.00	1	1	Washdown building areas affected by pollutants as required
Waterproof balcony floors (Total: 51 m2) - 10%	6	m2	803.00	4,818.00	3	3	Waterproofing replacement costs will vary on size, membrane, and floor finishes
General building maintenance and upgrades	1	Item	11,300.00	11,300.00	3	3	Maintenance, repairs, and upgrades
2. ROOFS							
Repair gutters (Total: 268 lm) - 5%	14	lm	80.25	1,124.00	1	1	Repair or replace in sections as required
Replace gutters	268	lm	70.25	18,827.00	14	30	Price will vary on access and height
Repair downpipes (Total: 174 lm) - 5%	9	lm	70.59	635.00	1	1	Repair or replace in sections as required
Replace downpipes	174	lm	50.59	8,803.00	14	30	Price will vary on access and height

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
Repair tiled roof and ridge capping (Total: 1406 m2) - 2%	29	m2	226.55	6,570.00	3	3	Price will vary on access and size of repairs
Replace concrete roof tiles	1406	m2	0.00	0.00	21	60	Replace as required
Replace skylights (Total: 20 ea.) - 10%	2	ea.	2,480.00	4,960.00	5	5	Quotation required, price will vary on finishes and materials used
3. STAIRWELLS							
Repaint metal balustrades	33	lm	99.02	3,268.00	4	10	Treat for surface rust and repaint balustrades
Repaint stairway support beams	30	lm	49.02	1,471.00	4	10	Treat for surface rust and repaint
Repaint ceilings	72	m2	30.59	2,202.00	4	10	Ongoing painting program
Re-stain timber doors	12	ea.	198.00	2,376.00	4	10	Ongoing painting program
Repair pebblecrete steps	1	Item	1,420.00	1,420.00	3	3	Repair or replace as required
Repair tiled surfaces (Total: 72 m2) - 2%	2	m2	244.80	490.00	1	1	Repair or replace as required
4. TOILET & STOREROOM							
Repaint timber doors	2	ea.	198.00	396.00	2	10	Ongoing painting program
Replace fixtures and fittings	1	ea.	1,680.00	1,680.00	6	30	Replace as required
5. DRIVEWAY & CARPARK							
Replace bitumen surface	204	m2	109.80	22,399.00	10	30	Replace as required
Repair bitumen surface (Total: 204 m2) - 2%	5	m2	134.92	675.00	2	2	Repair as required
Repair concrete surfaces (Total: 457 m2) - 3%	14	m2	395.20	5,533.00	7	10	Repair as required
Repair paved driveway (Total: 338 m2) - 5%	17	m2	252.68	4,296.00	5	5	Repair as required
Wash concrete and paved surfaces	795	m2	3.58	2,846.00	1	1	Wash as required
6. LANDSCAPING							
7. EXTERNAL WALKWAYS							
Repair paved walkway (Total: 52 m2) - 10%	6	m2	252.68	1,516.00	5	5	Repair as required
Wash paved surfaces	52	m2	3.58	186.00	1	1	Wash as required
8. FENCES & WALLS							
Replace gates (Total: 10 ea.) - 10%	1	ea.	939.66	940.00	3	3	Replace individually as required
Repaint or re-stain gates	10	lm	119.83	1,198.00	2	10	Ongoing painting program
Replace metal fence (Total: 20 lm) - 20%	4	lm	211.30	845.00	5	5	Replace as required
Replace timber paling fence	65	lm	95.65	6,217.00	30	30	Replace as required
Paint timber paling fence	65	lm	69.47	4,516.00	2	10	Painting is not required, optional item
Repair timber paling fence (Total: 65 lm) - 10%	7	lm	95.65	670.00	10	5	Repair as required
Repair brick fences / walls	1	Item	1,101.84	1,102.00	1	2	Repair as required

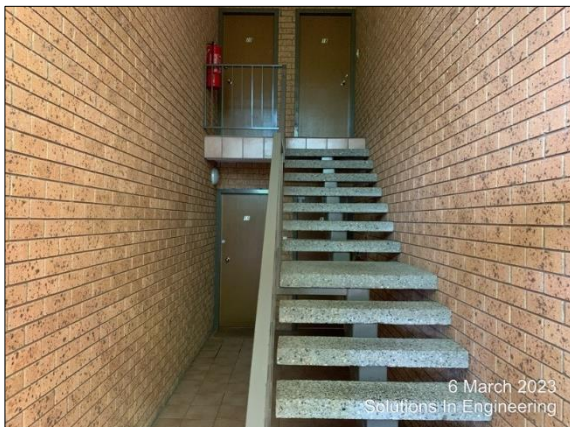
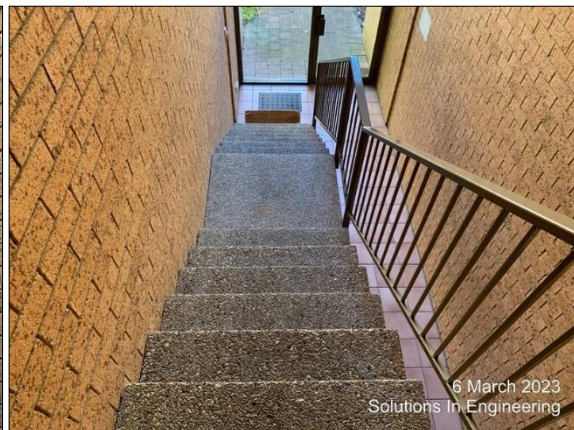
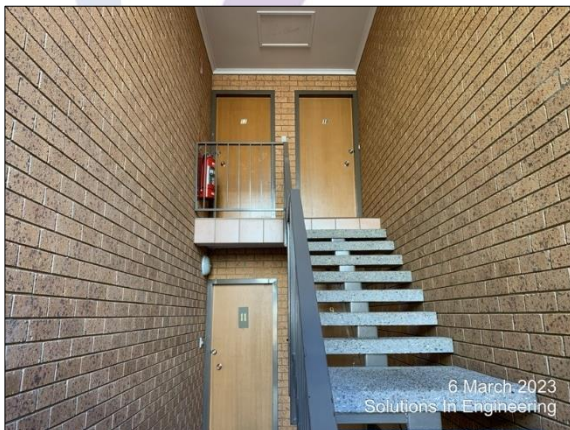
Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
9. ELECTRICAL MAINTENANCE							
Replace electrical switchboards	20	ea.	2,275.00	45,500.00	18	50	Replace as required
Repair and test electrical switchboards and communications infrastructure	20	ea.	105.00	2,100.00	2	2	
Allowance to install electric vehicle charging infrastructure	1	Item	66,320.00	66,320.00	13	0	Quotation required
Repair television (MATV) antenna & equipment (Total: 20 ea.) - 10%	2	ea.	210.00	420.00	1	1	Replace as required
Replace television (MATV) antenna & equipment	20	ea.	194.00	3,880.00	9	12	Replace as required
10. HYDRAULICS MAINTENANCE							
Drainage and plumbing maintenance & upgrades	1	Item	5,100.00	5,100.00	2	2	Drainage, plumbing and maintenance & upgrades

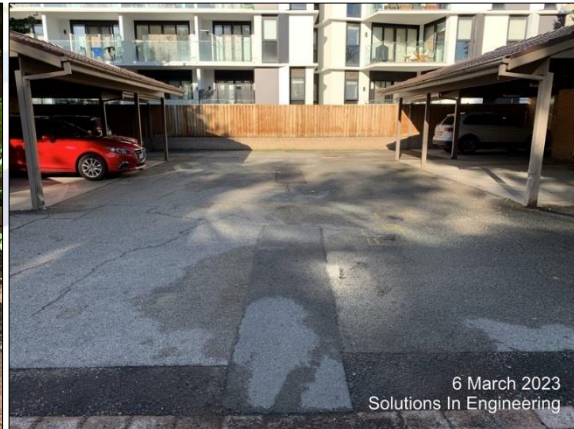
Building Photo Section

Item Group

BUILDING EXTERIOR & STRUCTURE



Item Group**ROOFS****STAIRWELLS**

Item Group**TOILET & STOREROOM****DRIVEWAY & CARPARK****LANDSCAPING**

Item Group**EXTERNAL WALKWAYS****FENCES & WALLS**

Item Group**ELECTRICAL MAINTENANCE****HYDRAULICS MAINTENANCE**

Inspector's Report for Nereida Gardens

1. **INFLATION** - It is necessary to offset the effects of inflation of construction materials and labour costs and to ensure that adequate funds are available to provide for major works which frequently become necessary as the property ages, but cannot be reliably forecast this far in advance. Based on historical data and current trends, we anticipate that construction and maintenance costs will increase by 50% every 15 years. The fund balance will be reviewed in light of current price levels and the state of the property at the time of each update.
2. **UPDATES** - We recommend that this report be updated every 3-5 years to ensure that it captures market variations and any changes to the property itself.
3. **ADMINISTRATION EXPENSES** - We assume that small repairs, upgrades and regular maintenance items are financed via the administration fund and therefore are not included in this report.
4. **FINANCIAL YEAR ALREADY STARTED** - Starting levies in this report have already been set. Any adjustments will be made from the following financial year onwards.
5. **TREES** - Trees should be kept below the height of guttering and clear of buildings wherever possible to prevent premature corrosion of the roof, flashings, gutters, and downpipes. Root systems should also be kept away from buildings, driveways and walkways to prevent structural damage. Removal of trees may be required in some cases.
6. **PAINT QUOTATIONS** - It is recommended that quotations are obtained for painting well in advance of when the work is to be carried out to allow for any shortfall or excess in funds. The costs estimated for painting are as accurate as possible but will vary from actual painting quotations.
7. **BITUMEN SURFACES** - Bitumen surfaces are more susceptible to environmental factors than other areas of the property. It is important that any deterioration is addressed promptly, as the deterioration of bitumen tends to accelerate when not maintained, significantly increasing overall maintenance costs.
8. **BOUNDARY FENCES OR WALLS** - Maintenance of fences or walls between properties is regulated under the Neighbourhood Disputes (Dividing Fences and Trees) Act 2011, which states that neighbours have equal responsibility for dividing fences or walls (excluding retaining walls). As such, a 50% rate has been used for all maintenance work on boundary fences or walls.
9. **TILED ROOFS** - Tiled roofs may have a service life of 60 years or more with proper care and maintenance.
10. **WATERPROOFING** - Waterproofing requires replacement over time and the costs can be significant. Water penetration can affect various parts of a building or property and if not rectified promptly can lead to more expensive repairs.
11. **LEVIES RISE** - We have recommended the levies rise for the maintenance and upgrades required on the property. The owners need to consider increasing the levies to the sinking fund plan further, decide if special levies would be the preferred method of raising funds.
12. **HEIGHT ALLOWANCE** - Funds allocated for painting and remedial works can be used for many types of access equipment including, but not limited to scaffolding, boom lifts, cherry pickers, rope access, etc.
13. **ALUMINIUM** - Aluminium materials, windows & doors and structures may have a service life of 40 years or more with proper care and maintenance.

Report Notes

Sinking Fund Plan (ACT)

This forecast satisfies the current requirements of the Unit Titles (Management) Act 2011 which states:-

81 Sinking fund

- (1) *This section applies if there are 4 or more units in a units plan.*
- (2) *An owners corporation for the units plan must establish and maintain a fund (the sinking fund)..*

82 Sinking fund plan

- (1) *This section applies to an owners corporation for a units plan if the corporation is required to establish and maintain a sinking fund.*
- (2) *The owners corporation must approve, by ordinary resolution, a plan for the sinking fund (a sinking fund plan) for the 10-year period beginning on the first day of the financial year following the approval.*

83 Sinking fund plan—meaning of expected sinking fund expenditure

- (1) *For this division, "expected sinking fund expenditure" means expenditure for the following purposes that the owners corporation reasonably expects will be necessary to maintain in good condition the common property and any other property it holds:*
 - (a) *the painting or repainting of any building (or any part of a building) that forms part of the common property;*
 - (b) *the acquisition of new property or renewal or replacement of property that it holds;*
 - (c) *the renewal, replacement or repair of fixtures and fittings that are part of the common property;*
 - (d) *the renewal, replacement or repair of anything else on the common property;*
 - (e) *for a building containing class A units—any purpose mentioned in paragraph (b), (c) or (d) that relates to defined parts of the building;*
 - (f) *for a building on a class B unit—any maintenance mentioned in paragraph (b), (c) or (d) that is authorised by a special resolution under section 24 (1) (g);*
 - (g) *any other capital expenses for which the corporation is responsible.*
- (2) *In this section:*

"defined parts", of a building containing class A units—see section 24 (2).

"property" includes sustainability or utility infrastructure.

85 Sinking fund plan—review

An owners corporation for a units plan must review its sinking fund plan—

- (a) *not later than 4 years after the plan is first approved by the owners corporation (the first review); and*
- (b) *not later than the end of each 5-year period after the first review.*

Note A sinking fund plan of an existing owners corporation that was current immediately before the commencement of this division is taken to be a sinking fund plan under this Act (see s 157 (2)). The day the existing sinking fund plan is first approved for this section is the day the initial sinking fund plan was approved by the owners corporation under the Unit Titles Act 2001 (see s 157 (3)).

THIS REPORT DEALS WITH THE SINKING FUND PLAN.

Figures used and updates - The figures used in the forecast are typical for this type of building and normal usage. The Owners Corporation has some discretion in the timing of most maintenance items. The purpose of this forecast is to ensure monies are available when required to cover foreseeable expenses.

Contingency - A contingency has been allowed for any unforeseen expenses. Please refer to the second page of the report.

Interest, Taxation, and Inflation - The standard interest rate used by Solutions in Engineering is based on the Reserve Bank of Australia's (RBA) historical series for Cash Management and Online Savings Account interest rates for the past previous fifteen years. The company tax rate is applied to interest income unless Solutions in Engineering is advised that the Owners Corporation is exempt from tax on external income. The standard inflation rate used by Solutions in Engineering is based upon the entire RBA historical series for Construction, Manufacturing and Property Services inflation, commencing March 1999. While historical figures are not an accurate predictor of specific future outcomes, over the life of this report (fifteen years), interest rates and inflation should approach long-term averages. Changes in economic conditions may affect the accuracy of these figures. This report should be updated at regular intervals to ensure that any such changes are taken into account.

General Funds Budget - Items of a recurrent nature that are covered by the general funds budget such as maintenance contract for lifts, fire protection equipment, air conditioners, cleaning and gardening are not included. Neither are items of a minor recurrent nature with varying life spans such as light bulbs and exit light battery packs.

Safety - The inspection does not cover safety issues.

Lifts - Due to the many types of lift contracts covering varying parts and aspects of lift maintenance, no allowance is made unless instructed by the Owners Corporation Committee/Representative.

Fire Maintenance – We have assumed that the Fire Maintenance Contractor has covered the Fire Maintenance Items; no allowance is made unless instructed by the Owners Corporation Committee/Representative.

Items with Indefinite Lives - There is no allowance for replacement of items that, if properly maintained, should last indefinitely, (unless otherwise requested by the Owners Corporation); for example: sanitary fittings and lift carriage interiors. This forecast deals only with estimating the timing of physical obsolescence.

Improvements - The Owners Corporation may resolve to undertake improvements not related to normal maintenance. No allowance has been made for these items.

Defects - No allowance has been made for correction of defects resulting from faulty construction except where nominated in the report. The inspectors report summarises only issues observed during our inspection and is not a structural report.

Ongoing Maintenance Programs - The lives of some items overall may have been extended indefinitely due to the use of an ongoing maintenance program. When there is any doubt in our minds about how and when an item may need replacement or maintenance, we give control to the owners and the Owners Corporation. With allowances for ongoing maintenance programs, allow funds to be available for maintenance, gradual replacement or in some cases accumulation of funds for total replacement in the long term. The lives of some items can vary considerably, especially with issues such as:

- ◆ Usage.
- ◆ Accidental damage to floor tiles, which may or may not be still available or in stock.
- ◆ Fences can be maintained and replaced gradually or all at once.
- ◆ Metal and Aluminium Balustrades can last anywhere between 10 and 50 years, depending on the original quality, coatings (painting) and maintenance.
- ◆ Concrete driveways that have been cracked but are still perfectly sound and serviceable.
- ◆ Pumps and Fans can last indefinitely or wear out relatively quickly. This often depends on the quality of internal construction and finish.

Updates - The forecast is made with the best available data at this time. The forecast should be upgraded at regular intervals. We recommend a minimum of bi-annual updates.

Supply terms and conditions - All services provided by Solutions in Engineering are supplied on the basis of **Supply Terms and Conditions** which are available from our Office and from our website www.solutionsinengineering.com

Please read the information and the notes on the Inspector's report to gain the most from this report.

22 July 2025

INFO TRACK
GPO BOX 4029
Sydney NSW 2001

Ref	UP410 - Unit 15 167735272		
Re	Lot 15	Units Plan No. 410	
Fee	342.00	Paid	

Dear Team,

As requested please find enclosed Section 119 Certificate, 2 Years Meeting Minutes, Certificate of Currency, Insurance Valuation, Maintenance Plan and Sinking Fund Plan.

Should you require further information please contact us.

Yours sincerely

Esther Manson
Chief Operations Officer

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

The Owners - Units Plan No. 410

Unit No: 15

The above Corporation hereby certifies, pursuant to the Unit Titles Act, Section 119, the contributions payable under the Act in respect of the above unit are as follows:

Entitlements

Unit Entitlement: **509**

Total Building Entitlements: **10,000**

Managing Agent

Name and address of manager (if any) appointed under Section 50 is: **Link Strata Management
PO Box 154
CURTIN ACT 2605**

Contact Phone Number: **02 6260 3722**

Corporation's records can be inspected at

Address: **Link Strata Management
PO Box 154
CURTIN ACT 2605**

Contact Phone Number: **02 6260 3722**

Members of Corporation's executive committee

Office	Name	Address
Chairperson	Ms Ashlee Uren	PO Box 154 CURTIN ACT 2605
Secretary		
Treasurer	Ms Ashlee Uren	PO Box 154 CURTIN ACT 2605
Committee	Mr Matthew Neuhaus	PO Box 154 CURTIN ACT 2605
	Ms Jenna Mercer	PO Box 154 CURTIN ACT 2605

Funds Details

Contributions payable to Administration Fund:

Total amount last determined with respect of the unit **\$3,308.52**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/06/25 to 31/08/25	827.13	01/07/25	03/07/25	0.00	01/07/25
01/09/25 to 30/11/25	827.13	01/09/25		0.00	01/09/25
01/12/25 to 28/02/26	827.13	01/12/25		0.00	01/12/25
01/03/26 to 31/05/26	827.13	01/03/26		0.00	01/03/26

UNIT TITLE SALE CERTIFICATE**Section 119 (1) (a)****Units Plan No. 410 - Unit 15**

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

NilPaid to **31/08/25**

Special contributions payable to Administration Fund:

Purpose

Amount

Due Date

Date Paid

Discount

If Paid By

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

Nil

Contributions payable to Sinking Fund:

Total amount last determined with respect of the unit

\$2,799.52

Number of instalments payable

4

Instalment Details:-

Period

Amount

Due Date

Date Paid

Discount

If Paid By

01/06/25 to 31/08/25

699.88

01/07/25

03/07/25

0.00

01/07/25

01/09/25 to 30/11/25

699.88

01/09/25

0.00

01/09/25

01/12/25 to 28/02/26

699.88

01/12/25

0.00

01/12/25

01/03/26 to 31/05/26

699.88

01/03/26

0.00

01/03/26

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

NilPaid to **31/08/25**

Special contributions payable to Sinking Fund:

Purpose

Amount

Due Date

Date Paid

Discount

If Paid By

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

Nil**Other Levies**

Purpose

Period

Amount

Due Date

Date Paid

Discount

If Paid By

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

Nil

Other amounts owing

Rate of interest payable **10.00** per cent

Purpose

Fund

Interest Owing

Nil

Amount

Due Date

Amount Due

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

Nil

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

Nil

UNIT TITLE SALE CERTIFICATE**Section 119 (1) (a)****Units Plan No. 410 - Unit 15****Insurance Policies**

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Due Date	Date when last premium paid	Amount of last premium
<i>BUILDING</i> LONGITUDE INSURANCE	LNG-STR-20270666	9,130,000.00	12/08/25	12/08/24	16,961.27
<i>PUBLIC LIABILITY</i> LONGITUDE INSURANCE	LNG-STR-20270666	50,000,000.00	12/08/25	12/08/24	0.00
<i>OFFICE BEARERS</i> LONGITUDE INSURANCE	LNG-STR-20270666	5,000,000.00	12/08/25	12/08/24	
<i>WORKERS COMP</i> LONGITUDE INSURANCE	LNG-STR-20270666	Selected	12/08/25	12/08/24	
<i>COMMON CONTENTS</i> LONGITUDE INSURANCE	LNG-STR-20270666	91,300.00	12/08/25	12/08/24	
<i>LOSS OF RENT</i> LONGITUDE INSURANCE	LNG-STR-20270666	1,369,500.00	12/08/25	12/08/24	
<i>VOLUNTARY WORKERS</i> LONGITUDE INSURANCE	LNG-STR-20270666	200,000.00	12/08/25	12/08/24	
<i>GOVT AUDIT COSTS</i> LONGITUDE INSURANCE	LNG-STR-20270666	25,000.00	12/08/25	12/08/24	
<i>OWNER'S FIXTURES & I</i> LONGITUDE INSURANCE	LNG-STR-20270666	25,000.00	12/08/25	12/08/24	
<i>FIDELITY GUARANTEE</i> LONGITUDE INSURANCE	LNG-STR-20270666	100,000.00	12/08/25	12/08/24	

Fund Balances

Balances as at: 22 July 2025

Administrative Fund	44,387.54
Sinking Fund	47,941.24
Intercom Fund U17-20	1,000.84

Developer Control Period

Developer Control Period Expiry Date:

Borrowed Money

Whether the corporation has borrowed money and the details of those borrowings:

N/A

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 410 - Unit 15

Sustainability Infrastructure

Whether the corporation has installed sustainability infrastructure and who owns it:

N/A

Crown Lease Extension Application

Whether the corporation has applied to the Planning and Land Authority for an extension of the crown lease:

22nd March 2100

Ongoing Development Approval

Whether the units plan is subject to ongoing Development Approval conditions:

N/A

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 410 - Unit 15

Embedded Network

If any of the utility services within the units plan are a part of an embedded network

(i) Which utility service the embedded network applies to

N/A

(ii) The name of the embedded network provider

N/A

The Common Seal of The Owners Corporation No 410 was hereunto affixed in the presence of Link Strata Management by a person authorised under the Unit Titles (Management) Act 2011 to attest the fixing of the Common Seal.

This certificate is valid for a period of 30 days unless new or varied contributions are approved within that period.

Dated at Canberra the **22 July 2025**





Issue date: 30 July 2024

Certificate of Insurance

This document certifies that the policy referred to below is currently intended to remain in force until 4.00pm on the expiry date shown in the Period of Insurance below and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions or the provisions of the "Insurance Contracts Act, 1984".

INSURED:	The Owners of Unit Plan 410	
INTERESTED PARTY(S):	Name	Classification
DESCRIPTION OF INSURED BUSINESS:	Residential Strata	
SITUATION OF RISK:	33 DAWES STREET, KINGSTON, ACT 2604	
SECTION 1:	<u>Property - Physical Loss, Destruction or Damage</u> Buildings - \$9,130,000.00 Common Contents - \$91,300.00	
SECTION 2:	<u>Voluntary Workers Personal Accident</u> Accidental Death & Disablement - Insured Weekly Benefits - Insured	
SECTION 3:	<u>Office Bearers' Liability</u> Limit of Indemnity - \$5,000,000.00 in the aggregate Period of Insurance	
SECTION 4:	<u>Fidelity Guarantee</u> Limit - \$100,000.00 in the aggregate Period of Insurance	
SECTION 6:	<u>Public Liability</u> Limit of Indemnity - \$50,000,000.00 each and every Occurrence	
SECTION 7:	<u>Government Audit Costs, Workplace Health and Safety Breaches and Legal Expenses</u> <u>(a) Taxation and Audit Costs</u> Limit of Indemnity - \$30,000 in the aggregate Period of Insurance <u>(b) Workplace Health and Safety Breaches</u> Limit of Indemnity - \$150,000 in the aggregate Period of Insurance <u>(c) Legal Defence Expenses</u> Limit of Indemnity - \$50,000 in the aggregate Period of Insurance	
POLICY NUMBER:	LNG-STR-20270666	
PERIOD OF INSURANCE:	12 August 2024 expiring on 12 August 2025 at 4pm Local Standard Time	
INSURER:	Chubb Insurance Australia Limited	

This certificate has been arranged by Us in our capacity as agents for the insurer/s named above. It does not reflect in detail the policy terms or conditions and merely provides a very brief summary of the insurance that is in existence at the date we have issued this certificate. If you wish to review the details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy wording, schedule and any other associated policy document.

DISCLAIMER - In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy or in accordance with the terms of the Insurance Contracts Act 1984. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration or cancellation to the policy of insurance.

This policy is issued by Longitude Insurance Pty Ltd (ABN 86 152 337 267) as an Authorised Representative (AR 424867) of Austagencies Pty Ltd (ABN 76 006 09 464) (Austagencies). Austagencies have binding authority from Chubb Insurance Australia Limited (ABN 23 001 642 020, AFSL 239687).

House Rules – Orchard Grove

1 Definitions—default rules

1.1 In these rules:

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

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

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

2 Payment of rates and taxes by unit owners

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

3 Repairs and maintenance

3.1 A Unit Owner must ensure that the unit is in a state of good repair.

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

4 Erections and alterations

4.1 A Unit Owner may erect or alter any structure in or on the unit or the common property/ garden areas only in accordance with:

- a) the express permission of the owners corporation by unopposed resolution; and
- b) the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).

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

4.3 Fencing - A Unit Owner can replace the:

- a) external boundary fences at their own expense, on the condition that the fence is:
- b) no higher than 1.8m;
- c) (if Colourbond) the colour chosen is required to blend in with the rest of the complex. This will require approval from the Executive Committee;
- d) (if wooden pailings) with replacement timber palings;
- e) fences between properties in consultation and agreement with adjoining Owner(s) and prior to the commencement of works; and
- f) fences between the Owner and the Common Property at the Unit Owner's own cost.

4.4 Should a Unit Owner wish to install a fence outside the above stated conditions, Owners' Corporation approval must be obtained prior to commencing the works.

5 Use of common property

- 5.1 A Unit Owner must not use the common property (this extends to garden areas that are common property), or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit.

6 Parking

- 6.1 Owners, occupiers and users of the complex must:
- a) park within the driveways of their units, carports or designated visitor parking bays;
 - b) ensure that the parked vehicle does not protrude onto the common road when parked in driveways or visitor parking bays;
 - c) not park on common and grassed common areas not designated as visitor parking;
 - d) not park at the turning circle;
 - e) ensure that their visitors park properly and in designated areas only and adhere to parking rules;
 - f) avoid using visitor parking bays for long term parking i.e. for more than seven (7) days. Should a resident require to park longer, they must apply to the Owners' Corporation for approval; and
 - g) Parking on common property is only permitted on the designated areas listed above. Any vehicles parked outside the designated areas will be subject to towing at the owners expense.

7 Hazardous use of unit

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

8 Garbage Disposal

- 8.1 Owners, occupiers and users of the complex must:
- a) wrap all household garbage securely and place it inside the general waste bins provided;
 - b) place recycling items inside the recycle bins provided. Items for recycle are not required to be wrapped;
 - c) flatten cartons/boxes prior to placing them in the recycle bins;
 - d) not place items of furniture, building materials, machinery, garden materials or industrial waste (such as vehicle oils) in the garbage bins;
 - e) not leave garbage outside, at their front doors overnight,

9 Use of unit—nuisance or annoyance

- 9.1 A unit owner must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner, occupier or user of another unit.
- 9.2 This rule does not apply to a use of a unit if the Executive Committee has given an owner, occupier or user of the unit written permission for that use.
- 9.3 Permission may be given subject to stated conditions.

9.4 Permission may be withdrawn by special resolution of the Owners Corporation.

10 Noise

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

10.2 This rule does not apply to the making of a noise if the executive committee has given the person responsible for making the noise written permission to do so.

10.3 Permission may be given subject to stated conditions.

10.4 Permission may be withdrawn by special resolution of the Owners Corporation.

11 Illegal use of unit

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

12 Pets

12.1 The Unit Owner may keep a pet at the complex without permission if:

- a) the Unit Owner is responsible for any damage caused to the common property and other units by the pet;
- b) the pet does not cause a nuisance to other owners of the complex (this includes roaming animals and barking dogs);
- c) cats have bells in their collar at all times and remain within the secure enclosure/premises of the unit it is approved to be kept in, and desexed.
- d) Any cats born after 1 July 2022 must be contained as per the ACT Government requirements.

13 What may an executive committee representative do?

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

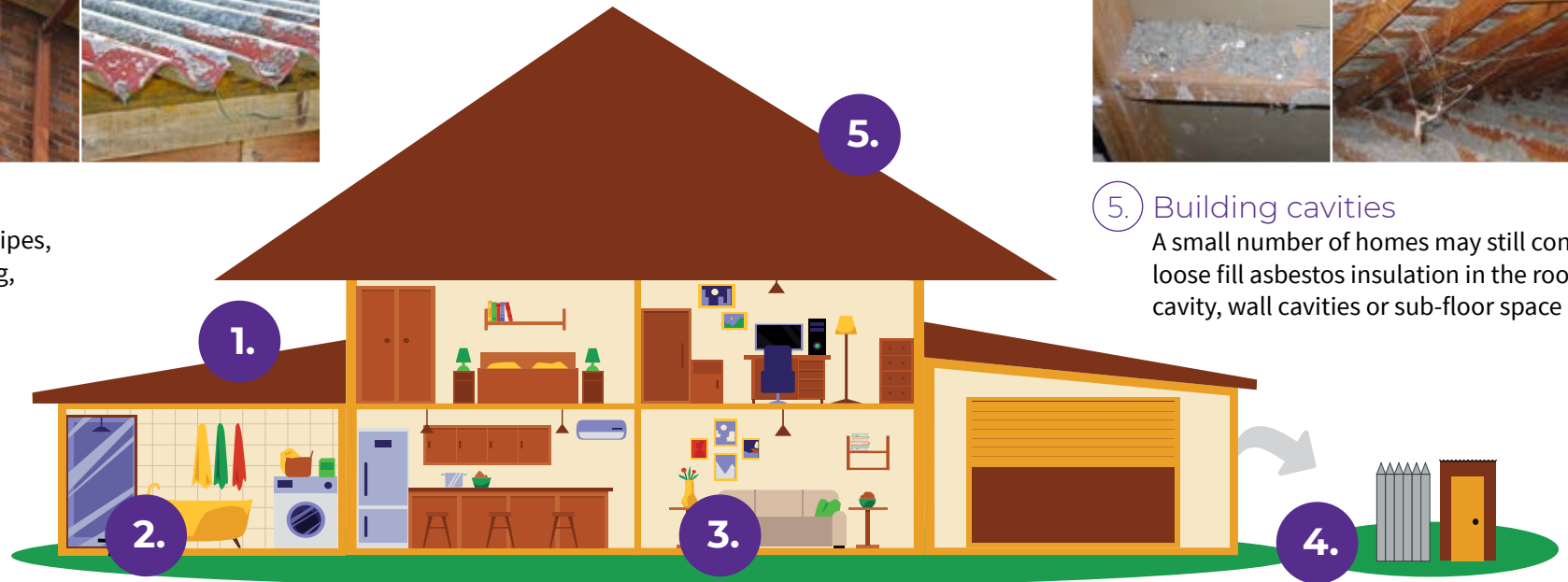
- (a) carry out any maintenance required under the Act or these rules;
- (b) do anything else the owners corporation is required to do under the Act or these rules.

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

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



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



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



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



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



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

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

Assess the risk

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

Asbestos materials become dangerous when:



Broken or in poor
condition



Damaged
accidentally



Disturbed during
renovation or repairs



Loose fill asbestos
insulation



Manage asbestos safely

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

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



MR KAI A SULLIVAN
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LEVEL 3
405 COLLINS STREET
MELBOURNE VIC 3000

Our reference: 7161476218567

Phone: **13 28 66**

29 July 2025

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello KAI,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411109996728
Vendor name	KAI ALLAN SULLIVAN
Clearance Certificate Period	29 July 2025 to 29 July 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.