Form 4

Revised 1/7/03

Land Titles (Units Titles) Act 1970

UNITS PLAN NO 3866

Block 2 Section 62 Division of KINGSTON

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

TERM 1. The term of the lease of each of the units expires on the nineteenth day of November Two thousand one hundred and eight.

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

3. Each Lessee of each of the Units Nos 1 - 145 inclusive covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of each Lessee's relevant unit as follows:

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

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

PURPOSE (c) To use Units 1 to 145 for one or more of the following purposes:

(i) aquatic recreation facility;
(ii) carpark;
(iii) community use EXCLUDING place of worship and religious associated use;
(iv) craft workshop;
(v) indoor entertainment facility;
(vi) indoor recreation facility;
(vii) place of assembly;
(viii) residential use PROVIDED each unit is used as a single dwelling only;
(ix) serviced apartment;

IN ADDITION units 1, 2, 22, 23, 24, 47, 48, 49, 50, 72, 85, 86 and 87 may also be used for non retail commercial uses;

AND FURTHER the parcel of land may also be used for one or more of the following uses: boarding house, communication facility, emergency services facility, guest house, hotel, major utility installation, motel, outdoor recreation facility, parkland, pedestrian plaza, public transport facility, tourist facility excluding service station, and tourist resort;

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

SERVICE AREAS (e) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the unit is suitably screened from public view;

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

PROVISION OF FACILITIES AND ACCESS FOR PERSONS WITH DISABILITY (g) That the Lessee shall provide and thereafter maintain facilities and access on the parcel of land for persons with a disability in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;

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

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

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

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

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

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

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

MINERALS AND WATER

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

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

QUIET ENJOYMENT

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

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

TERMINATION

(a) That if:

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

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

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

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

ACCEPTANCE OF RENT

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

COMMUNITY TITLE

(c) That the Lessee must, within thirty (30) days of receipt of written notice from the Agency, or such other period of time as notified by the Agency:

(i) apply to the Authority to be included in a scheme; and/or

(ii) authorise any application for the land to be included in a scheme;

The application will be on the terms and conditions specified by the Agency;

(d) That within fourteen (14) days of the service of the notice Under Clause 5(c), the lessee may in writing advise the Agency of any concerns the Lessee may have relating to the application of the inclusion of the land in the scheme;

(e) That within seven (7) days of receipt of the notice under Clause 5(d), the Agency will endeavour to address the Lessee's concerns by direct negotiation with the Lessee;

(f) That nothing in Clause 5(d) and Clause 5(e) will require formal mediation or arbitration and if the Agency determines that an issue is not capable of being resolved, the Agency's decision will be binding upon the parties;

(g) That without limiting Clause 5(c) the Lessee must, if required by the Agency:

(i) do all reasonable things necessary to ensure the application in the form required by the Agency is approved by the Authority, including but not limited to:

(A) execution of the application and supporting documentation and all necessary consents and approvals;

(B) development for the scheme of:

(I) a master plan;

(II) a management statement;

(III) the constituent documents for the Body Corporate to be formed on the registration of the scheme; and

(IV) the by-laws of the Body Corporate;

(C) comply with all requirements under the Community Titles Act 2001; and

(D) comply with all requirements of any relevant law or legislation including without limitation, the Unit Titles Act 2001;

(ii) comply with any requested changes to the scheme by the Authority;

(iii) allow access to the land for the purpose of evaluation of the application;

(iv) pay all fees and bear all costs associated with the application;

(v) if required by the Authority under the Community Title Act 2001, provide security in relation to the development of the scheme; and

(vi) request the Registrar-General to register the scheme and comply with all requirements and requisitions of the Registrar-General;

(h) That the Lessee must, if required in writing by the Agency within the period of time reasonably required by the Agency:

(i) apply to the Authority for authorisation to amend the scheme and do all reasonable things necessary to give effect to the amendment; and

(ii) apply under section 81 of the Community Title Act 2001 for the scheme to be amalgamated and do all reasonable things necessary to give effect to the amalgamation;

and will be responsible for all associated fees, expenses and costs on any applications;

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

NOTICES

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

EXERCISE OF POWERS

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

(i) the Authority;

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

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

6. In this schedule unless the contrary intention appears:

(a) "Agency" means the Land Development Agency established by section 31 of the Planning and Development Act 2007 or any subsequent relevant agency or authority;

(b) "apartment" means a dwelling located within a building containing two or more dwellings and which is not an attached house;

(c) "application" means an application made under the Community Title Act 2001;

(d) "aquatic recreation facility" means the use of the parcel of land for a sporting, exercise, pastime or leisure activity, whether or not operated for gain, which is based on the recreational use of an adjacent water feature, but does not include a swimming pool or an aquarium;

(e) "attached house" means a dwelling within a building containing two or more dwellings where each dwelling has within its curtilage open space at ground level and private access for the exclusive use of the occupants of the dwelling;

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

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

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

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

(j) "caretaker's residence" means any dwelling used for the residence of a caretaker, in connection with another land use, including industry and commercial activity;

(k) "carpark" means the use of the parcel of land specifically allocated for the parking or motor vehicles;

(l) "child care centre" means the use of the parcel of land for the purpose of supervising or caring for children of any age throughout a specified period of time in any one day, which is registered under the Children and Young People Act 2008 and which does not include residential care;

(m) "class" for a building or structure, means the class of building or structure under the building code (refer to the Building Act 2004);

(n) "commercial accommodation unit" means a room or suite of rooms that is made available on a commercial basis for short-term accommodation. A commercial accommodation unit may comprise a dwelling but not a room or suite of rooms within a dwelling. It does not include any associated facility such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which is also available for use by non occupant members of the public;

(o) "communication facility" means the use of the parcel of land for the provision of facilities for postal, telecommunications and other communication purposes including facilities used for receiving and transmitting radiated signals using radio masts, towers, and antennae systems but does not include cabling or ducting used for the carrying of electromagnetic signals;

(p) "community activity centre" means the use of the parcel of land by a public authority or a body of persons associated for the purpose of providing for the social well being of the community;

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

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

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

(t) "cultural facility" means the use of the parcel of land for the purpose of cultural activities to which the public normally has access, but does not include a shop for art, craft or sculpture dealer;

(u) "distribution reservoir" means a storage tank associated with the maintenance of pressure and supply in the reticulated water supply system;

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

(w) "dwelling":

(i) means a class 1 building, or a self-contained part of a class 2 building, that:

(A) includes the following that are accessible from within the building, or the self-contained part of the building:

(1) not more than 2 kitchens;

(2) at least 1 bath or shower;

(3) at least 1 toilet pan; and

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

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

(x) "educational establishment" means the use of the parcel of land for the purpose of tuition, training or research directed towards the discovery or application of knowledge, whether or not for the purposes of gain, and may include associated residential accommodation;

(y) "emergency services facility" means the use of the parcel of land for the purpose of providing emergency services and protection for the community;

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

(aa) "guest house" means the use of the parcel of land for one or more commercial accommodation units and where common or shared facilities are provided for the provision of services such as meals and laundry to occupants of the premises but not to non occupant members of the public;

(bb) "health facility" means the use of the parcel of land for providing health care services (including diagnosis, preventative care or counselling) or medical or surgical treatment to out-patients only;

(cc) "hospital" means the use of the parcel of land for the medical care (including diagnosis, preventative care and counselling) of in-patients, whether or not out-patients are also provided with care or treatment, and may include associated residential accommodation;

(dd) "hotel" means the use of the parcel of land for one or more commercial accommodation units and where the premises is licensed under the Liquor Act 2010. It may also include associated facilities such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which are also available for use by non occupant members of the public;

(ee) "indoor entertainment facility" means the use of the parcel of land for entertainment where such use is primarily indoor;

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

(gg) "Lessee" shall:

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

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

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

(hh) "major electrical sub-station" means switching and transformer equipment handling voltages greater than 66kV;

(ii) "major gross pollutant trap" means an open trap constructed on main drains to intercept sediment and trash transported in stormwater;

(jj) "major pump station" means a pump station having a capacity greater than 500 litres per second in the case of water supply; 50 litres per second in the case of sewage; or a natural gas compression station operating at greater than 1000 kPa pressure;

(kk) "major road" means a road identified within the Transport Services Zone as shown on the Territory Plan Map;

(ll) "major service conduits" means the major bulk water supply and reticulation mains having a diameter equal to or greater than 675 mm, trunk sewers having a diameter equal to or greater than 750 mm, stormwater main drains having a diameter equal to or greater than 900mm or comprising open drains or waterways, transmission lines having a voltage greater than 66kV, gas mains having a diameter greater than 100mm, and major telecommunication cable ducts having a width equal to or greater than 1000mm, coaxial cables, and optical fibre cables;

(mm) "major utility installation" means a distribution reservoir, major electrical sub-station, major gross pollutant trap, major pump station, major road, major service conduits, power generation station, treatment plant, tunnel, urban lake, pond and/or retardation basin, and water storage dam;

(nn) "motel" means the use of the parcel of land for one or more commercial accommodation units and where the units are provided with convenient space for parking of motor vehicles. It may also include associated facilities such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which are also available for use by non occupant members of the public. A motel may be licensed under the Liquor Act 2010;

(oo) "multi-unit housing" means the use of the parcel of land for more than one dwelling and includes but is not limited to dual occupancy housing and triple occupancy housing;

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

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

(rr) "outdoor recreation facility" means the use of the parcel of land for a recreation facility serving the sporting or recreational needs of people where the activities are undertaken predominantly outdoors;

(ss) "parkland" means the use of the parcel of land which is unrestricted to public access and which is for recreation, conservation or amenity purposes and includes facilities for the enjoyment and convenience of the public, such as kiosks, car parks, shelters, pavilions, public toilets and the like. The term also includes the use of the parcel of land for the management of stormwater drainage, for community paths and landscape buffers, and for other minor utility purposes where such uses can be integrated into the open space system;

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

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

(vv) "place of worship" means the use of the parcel of land for the primary purposes of religious worship and associated activities by a congregation, religious group or members of the public whether or not the premises are also used for religious instruction, tuition, meetings, training and other community activities;

(ww) "power generation station" means equipment and associated buildings constructed for the generation of electricity utilising gas, coal or other fuel sources;

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

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

(zz) "public transport facility" means the use of the parcel of land for the assembly, transport or dispersal of passengers travelling by any form of public transport, whether or not such public transport is provided by a public or private agency, and excludes any facilities required for the parking, and manoeuvring of any public transport vehicle;

(aaa) "religious associated use" means the use of the parcel of land for the activities conducted by religious organisations other than for worship or for offices and may include residential accommodation by ministers of religion;

(bbb) "residential care accommodation" means the use of the parcel of land by an agency or organisation that exists for the purposes of providing accommodation and services such as the provision of meals, domestic services and personal care for persons requiring support. Although services must be delivered on site, management and preparation may be carried out on site or elsewhere;

(ccc) "residential use" means a caretaker's residence, multi-unit housing, residential care accommodation, retirement complex, single dwelling house and supportive housing;

(ddd) "retirement complex" means the use of the parcel of land for permanent residential accommodation for persons aged 55 years or over and which consists of a grouping of self-care units as well as a hostel and/or nursing home accommodation together with ancillary facilities provided for the use of residents. Ancillary facilities may include chapels, medical consulting rooms, meeting rooms, recreational facilities, therapy rooms, kiosk facilities and the like;

(eee) "road" means any way or street (so called), whether in existence or under reserve, open to the public which is provided and maintained for the passage of vehicles, persons and animals and which may include footpaths, community paths, bus lay-bys and turning areas, or traffic controls;

(fff) "scheme" means a community title scheme under the Community Title Act 2001;

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

(hhh) "service station" means the use of the parcel of land for the fuelling and/or servicing of motor vehicles, whether or not the parcel of land is also used for any one or more of the following purposes:

(i) the sale by retail of spare parts and accessories for motor vehicles;
(ii) washing and greasing of motor vehicles;
(iii) installation of accessories;
(iv) the retail sale of other goods, within an ancillary retail area not greater than 150 square metres in area;
(v) providing toilet facilities, amenities and service for motorists;
(vi) repairing of motor vehicles (other than body building, panel beating or spray painting); and
(vii) the hiring of trailers;

(iii) "single dwelling housing" means the use of the parcel of land for residential purposes for a single dwelling only;

(jjj) "supportive housing" means the use of the parcel of land for residential accommodation for persons in need of support, which is managed by a Territory approved organisation that provides a range of support services such as counselling, domestic assistance and personal care for residents as required. Although such services must be able to be delivered on site, management and preparation may be carried out on site or elsewhere. Housing may be provided in the form of self-contained dwellings;

(kkk) "Territory" means:

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

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

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

(mmm)"tourist resort" means the use of the parcel of land for one or more commercial accommodation units together with a wide range of recreational and/or cultural facilities in a resort style setting. It may also include associated facilities such as a restaurant bar or functions room, which may be used by the occupants of the premises but, which are also available for use by non occupant members of the public. A tourist resort may be licensed under the Liquor Act 2010;

(nnn) "treatment plant" means a facility constructed for the purposes of physical, chemical or biological treatment of water supply, sewage or stormwater;

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

(ppp) "tunnel" means an underground conduit constructed by tunnelling methods for the purposes of transporting water supply, sewage or other services;

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

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

(sss) "urban lake, pond and/or retardation basin" means a dam constructed for the impoundment of urban and rural runoff for the purposes of landscape, recreation, pollution control, or retardation of peak stormflows;

(ttt) "water storage dam" means a dam constructed for the purposes of impounding water for water supply purposes;

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

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

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

Dated this Twenty sixth day of October 2012.

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

LESSEE: **KIDC (ACT) PTY LIMITED A.C.N. 131 879 779**
by its Attorney Alfonso del Rio
pursuant to Power of Attorney
ACT registration no. 0138814.

GAYLE CAREY

Form 5

Revised 1/7/03

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO 3866

Block 2 Section 62 Division of KINGSTON

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

1. The term of the lease expires on the nineteenth day of November Two thousand one hundred and eight.

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

3. The Owners - Units Plan No. 3866 ("the Owners Corporation") covenants with Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") as follows:

   (a) To pay to the Authority at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;

   (b) To use the common property for the purpose of carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other purpose approved by the Owners Corporation PROVIDED THAT these uses are consistent with the permitted purposes of the units;

   (c) Not to erect any building or make any structural alterations in any building or part of a building or other improvement on the common property without the previous approval in writing of the Authority, except where exempt by law;

   (d) That the Owners Corporation shall provide and thereafter maintain facilities and access on the common property for persons with a disability in accordance with plans and specifications previously submitted to and approved in writing by the Authority;

(e) At all times during the term of the lease maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the land forming the common property;

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

(g) If and whenever the Owners Corporation is in breach of the Owners Corporation's obligations to maintain repair and keep in repair any building landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives or other improvements on the common property the Authority may by notice in writing to the Owners Corporation specifying the repairs and maintenance needed require the Owners Corporation to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Owners Corporation require the Owners Corporation to remove the building or improvement and may require the Owners Corporation to construct a new building or improvement in place of that removed within the time specified in the notice. If the Owners Corporation does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;

(h) To permit any person or persons authorised by the Authority to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the parcel of land forming the common property;

(i) That the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the common property is suitably screened from public view;

(j) That the Owners Corporation shall not, without the previous consent in writing of the Territory, remove any tree:

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

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

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

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

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

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

(c) That the Owners Corporation must, within thirty (30) days of receipt of written notice from the Agency, or such other period of time as notified by the Agency:

(i) apply to the Authority to be included in a scheme; and/or

(ii) authorise any application for the land to be included in a scheme;

The application will be on the terms and conditions specified by the Agency;

(d) That within fourteen (14) days of the service of the notice under Clause 4(c), the Owners Corporation may in writing advise the Agency of any concerns the Owners Corporation may have relating to the application of the inclusion of the land in the scheme;

(e) That within seven (7) days of receipt of the notice under Clause 4(d), the Agency will endeavour to address the Owners Corporation concerns by direct negotiation with the Owners Corporation;

(f) That nothing in Clause 4(d) and Clause 4(e) will require formal

mediation or arbitration and if the Agency determines that an issue is not capable of being resolved,the Agency's decision will be binding upon the parties;

(g) That without limiting Clause 4(c) the Owners Corporation must, if required by the Agency:

(i) do all reasonable things necessary to ensure the application in the form required by the Agency is approved by the Authority, including but not limited to:

(A) execution of the application and supporting documentation and all necessary consents and approvals;

(B) development for the scheme of:

(V) a master plan;

(VI) a management statement;

(VII) the constituent documents for the Body Corporate to be formed on the registration of the scheme; and

(VIII) the by-laws of the Body Corporate;

(C) comply with all requirements under the Community Titles Act 2001; and

(D) comply with all requirements of any relevant law or legislation including without limitation, the Unit Titles Act 2001;

(ii) comply with any requested changes to the scheme by the Authority;

(iii) allow access to the land for the purpose of evaluation of the application;

(iv) pay all fees and bear all costs associated with the application;

(v) if required by the Authority under the Community Title Act 2001, provide security in relation to the development of the scheme; and

(vi) request the Registrar-General to register the scheme and comply with all requirements and requisitions of the Registrar-General.

(h) That the Owners Corporation must, if required in writing by the Agency within the period of time reasonably required by the Agency:

(i) apply to the Authority for authorisation to amend the scheme and do all reasonable things necessary to give effect to the amendment; and

(ii) apply under section 81 of the Community Title Act 2001 for the scheme to be amalgamated and do all reasonable things necessary to give effect to the amalgamation;

and will be responsible for all associates fees, expenses and costs on any application;

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

(i) the Authority;

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

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

5. In this schedule unless the contrary intention appears:

(a) "Agency" means the Land Development Agency established by section 31 of the Planning and Development Act 2007 or any subsequent relevant agency or authority;

(b) "Application" means an application made under the Community Title Act 2001;

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

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

(e) "owners corporation" means the body corporate under the name of 'The Owners - Units Plan No. 3866';

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

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

(h) "Territory" means:

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

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

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

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

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

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

Dated this Twenty sixth day of October 2012.

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

LESSEE: **KIDC (ACT) PTY LIMITED A.C.N. 131 879 779**
by its Attorney Alfonso del Rio
pursuant to Power of Attorney
ACT registration no. 0138814.

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ACT Government
Justice and Community Safety

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APPLICATION TO REGISTER A UNITS PLAN

Form 019 - UP

Land Titles Act 1925

LODGING PARTY DETAILS		
Name	**Postal Address**	**Contact Telephone Number**
Clayton Utz	GPO Box 1940, Canberra City ACT 2601	6279 4066

TITLE AND LAND DETAILS			
Volume & Folio	**District/Division**	**Section**	**Block**
1926:77	KINGSTON	62	2

DETAILS OF UNITS PLAN (Please provide all information listed below)	
XUP number	20270
Number of units	145
Total aggregate of unit entitlements	10000
Total aggregate of unit subsidiaries	466
Units plan expiry date	19/11/2108

CLASS OF UNITS
A
PRIOR INTERESTS (List document numbers only)
1760199 JP 1827286
UNITS PLAN NUMBER (Land Titles to complete after registration)
3866

FULL NAME OF REGISTERED PROPRIETOR/S – OWNER/S (Surname Last)(ACN required for all companies)	FULL POSTAL ADDRESS (including postcode)
KIDC (ACT) PTY LIMITED ACN 131 879 779	PO Box 5090 KINGSTON ACT 2604

NAME AND ADDRESS FOR SERVICE OF NOTICE OF THE BODY CORPORATE – (Found on SD form in Units Plan)
(Surname Last) (ACN required for all companies)

INDEPENDENT BODY CORPORATE
~~GPO Box 1539~~
~~CANBERRA CITY ACT 2601~~

91 Northbourne Avenue.
Turner ACT 2612

JP

Approved form AF 2012 – 22 approved by Jon Quiggin, Deputy Registrar-General on 13/01/2012 under section 140 of the *Land Titles Act 1925* (approved forms)
This form revokes AF2010-178
Unauthorised version prepared by ACT Parliamentary Counsel's Office

CERTIFICATE OF RATES, LAND TAX AND OTHER CHARGES
☑ Please attach certificate issued by Commissioner for Revenue

STAGED DEVELOPMENT (Please complete if application relates to a Staged Development)			
TOTAL NUMBER OF STAGES	**STAGE NUMBER FOR THIS APPLICATION**	**UNIT NUMBERS COMPLETED IN FIRST STAGE**	**DEVELOPMENT STATEMENT** (forms part of Units Plan)
			☐ Please attach

PROPRIETOR/S – OWNER/S EXECUTION	
Print full name of Proprietor/s KIDC (ACT) PTY LIMITED by its Attorney Alfonso del Rio pursuant to Power of Attorney ACT Registration No. 0138814	Print full name and address of witness Sharon Sullivan 8/40 Marcus Clarke Street CANBERRA ACT 2600
Signature or common seal of Proprietor/s	Signature of witness
Dated - 26/10/2012	Dated - 26/10/2012

OFFICE USE ONLY			
Lodged by		Certificate of title lodged	
Data entered by		Certificates attached to title	
Registered by		Attachments / Annexures	
Registration date	- 6 NOV 2012	Production number	1827286

Approved form AF 2012 – 22 approved by Jon Quiggin, Deputy Registrar-General on 13/01/2012 under section 140 of the *Land Titles Act 1925* (approved forms)
This form revokes AF2010-178
Unauthorised version prepared by ACT Parliamentary Counsel's Office

ACT Government | ACT Revenue Office
ABN: 45 096 207 205

*** Certificate of Rates, Land Tax, Land Rent and Other Charges ***

Telephone: (02) 6207 0116
Facsimile: (02) 6207 0036
29 October 2012
Our reference: 36,627
Your reference: SS:80116214

Clayton Utz
GPO Box 1940
Canberra ACT 2601

Property Details

Kingston **Section 62** **Block 2** **Unit 0**

Property Address: 0 Trevillian Quay, Kingston
Current Lessee: Kidc (Act) Pty Limited
Rates A/c No: 41-2585458 Land Tax A/c No: 44-2585458
CCMIL A/c No: 47-2585458 Land Rent A/c No: 49-2585458
2012 Average Unimproved Land Value: $13,582,000
2012 Unimproved Land Value: $13,348,000
Rating Sector: Sector 2 *** Phone (02) 6207 0116 for any enquiries. ***

Rates Charges and Balance Details (Includes Fire & Emergency Services Levy)

Rates for 01/07/2012 to 30/06/2013	$409,411.87	
Rebate/Remission for 01/07/2012 to 30/06/2013	$0.00	
Balance of Current Year Rates		-$6.26
Rates Arrears prior to 01/07/2012		$0.00
Rates Interest to 15/10/2012		$0.00
Deferred Rates		$0.00
Deferred Rates Interest to 15/10/2012		$0.00
Rates Total		**-$6.26**

Land Tax Charges and Balance Details

Quarterly Land Tax for 01/07/2012 to 31/12/2012	$0.00	
Balance of Current Land Tax		$0.00
Land Tax Arrears prior to 01/07/2012		$6.26
Land Tax Interest to 15/10/2012		$0.00
Land Tax Total **No Land tax note**		**$6.26**

City Centre Marketing and Improvements Levy CCMIL Charges and Balance Details

CCMIL for 01/07/2012 to 30/06/2013	$0.00	
Balance of Current CCMIL		$0.00
CCMIL Arrears prior to 01/07/2012		$0.00
CCMIL Interest to 15/10/2012		$0.00
CCMIL Total		**$0.00**

Canberra Nara Centre 1 Constitution Avenue Canberra ACT 2601
PO Box 252 Civic Square ACT 2608
http://www.revenue.act.gov.au/home
ABN: 45 096 207 205

Property Details

Kingston **Section 62** **Block 2** **Unit 0**

Property Address: 0 Trevillian Quay, Kingston

Land Rent Charges and Balance Details

Land Rent for 01/07/2012 to 30/06/2013	$0.00	
Balance of Current Land Rent		$0.00
Land Rent Arrears prior to 01/07/2012		$0.00
Land Rent Interest to 15/10/2012		$0.00
Land Rent Total		**$0.00**
TOTAL THIS CERTIFICATE		**$0.00**

This Certificate excludes payments made after 29/10/2012

No Legal action

Important Comments

Please take note of the following comments (if any) as they may have a bearing on the amounts shown on this Certificate and may, in turn, affect the settlement calculation. It is recommended that you contact the ACT Revenue Office for further information if you are unsure of the meaning of any comments.

No Land tax note

No defferal action

No Valuation Comment

No Balance Comfirmation required

No Pension Rebate

No Embassy Remission

No Direct Debit Authority

Please Note:

Phone update will be provided on this Certificate for one month from the date of issue. Please check the balances prior to settlement.

Remittance Advice for Kingston Section 62 Block 2 Unit 0

Settlement for applicable Rates, Land Tax, City Centre Marketing and Improvements Levy and Land Rent charges should be shown separately below and this advice slip must be attached with any payment forwarded to the ACT Revenue Office. This will assist in processing the payment to the correct Rates, Land Tax, City Centre Marketing and Improvements Levy and Land Rent accounts.

Charge	Account Number	Amount
Rates (**A**)	41-2585458	-$6.26
Land Tax (**B**)	44-2585458	$6.26
City Centre Marketing and Improvements Levy (**C**)	47-2585458	$0.00
Land Rent (**D**)	49-2585458	$0.00
Payment Total (**A+B+C+D**)		**$0.00**

Canberra Nara Centre 1 Constitution Avenue Canberra ACT 2601
PO Box 252 Civic Square ACT 2608
http://www.revenue.act.gov.au/home
ABN: 45 096 207 205

ACT Government
Justice and Community Safety

OFFICE OF REGULA
ACT Justice and Community Sa

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1849676

SPECIAL RESOLUTION BY OWNERS CORPORATION

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
Independent Body Corporate Services Pty Limited	Ground Floor, 91 Northbourne Avenue Turner	02 62091515

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block
2061. 70	KINGSTON	62	2

UNITS PLAN NUMBER
3866

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

Adopt Default Rules 2011, amend rules 4 and 11, add new rule 12

SUPPORTING DOCUMENTATION
(Please tick appropriate item – Original signed copy must be supplied)

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

COMMON SEAL OF OWNERS CORPORATION
(Seal must be affixed)

UNITS PLAN No. 3866 THE OWNERS - Common Seal

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

Signature	Signature
Full Name: LORRAINE HENDERSON	Full Name: GERALDINE JONES
Address: 9-37 DERRINGTON CRESCENT BONYTHON	Address: 37 HANRAHAN CRESCENT DUNLOP
Office Held: ADMINISTRATION MANAGER	Office Held: ADMINISTRATION ASSISTANT

OFFICE USE ONLY

Lodged by		Annexures/Attachments	Minutes/~~Resolution/Motion~~
Data entered by			
Registered by	JM	Registration Date	19 MAR 2013

Approved form AF 2012 – 95 approved by Jon Quiggin, Deputy Registrar-General on 23/01/2012 under section 140 of the *Land Titles Act 1925* (approved forms)
This form revokes AF2010-61
Authorised by the ACT Parliamentary Counsel—also accessible at www.legislation.act.gov.au

Unit Titles (Management) Act 2011
NOTICE OF REDUCED QUORUM DECISIONS

Part A - Details of reduced quorum decisions

A1 - The Owners Units Plan No: *3866*

A2 - Annual General / General meeting
Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on: Thursday, 31 January, 2013

Tick applicable box, or both boxes if applicable:

❑ **Regularly convened** - The Annual General / General meeting was regularly convened (not following any adjournment under Schedule 3.9 (3) of 6 (a), Part 3.1, Schedule 3 of the Unit Titles (Management) Act 2011).

❑ **Convened After Adjournment** - The Annual General / General meeting was convened following an adjournment or adjournments (under Schedule 3.9 (3) of 6 (a), Part 3.1, Schedule 3 of the Unit Titles (Management) Act 2011).

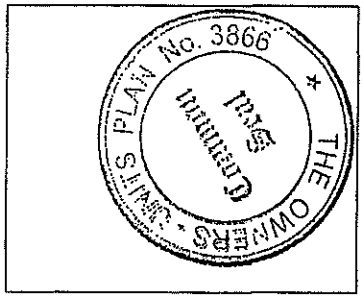
A3 - Reduced Quorum Decisions
[*If there is insufficient space here, tick* ❑ *and attach details to the notice*]
Date of decision: Thursday, 31 January, 2013
Full text of reduced quorum decision (See attached Minutes)

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.

Dated: Thursday, 31 January, 2013

Signature: _____

Designation: Body Corporate Manager



Seal

MINUTES OF REDUCED QUORUM ANNUAL GENERAL MEETING
UNITS PLAN 3866 - LAKEFRONT
11 TREVILLIAN QUAY, KINGSTON

Held: Thursday 31st January, 2013
Eastlakes Football Club, Kingston

Present: Ms. Y Liu (Unit 1), Ms. T Staunton (Unit 2), W Zhang (Unit 3), Mr. K Pankhurst (Unit 4), Mr. F Schlager (Unit 15), Ms. L Scott (Unit 17), Mr. D & Mrs. N Lloyd (Unit 18), Ms. S Leed (unit 20), Mr. R Durcinoski (Unit 21), Ms. K Baker (Unit 24), Scotts Realty Pty Ltd (Unit 30), Mr. T & Mrs. S Cavanagh (Unit 34), Ms. D Reilly (Unit 42), Mr. M Rose (Unit 46), Mr. D Toulis (Unit 50), Ms. M Meek (unit 53), Mr. M Nockiewicz (Unit 55), Mr. R & Mrs. A Sepiol (Unit 61), Mr. C Wolzak (Unit 62 & 99), Mr. D Wintle (Unit 64), Mr. Y Chan & Ms. C Yi Lo (unit 68), Mr. P & Mrs. C Whitehead (Unit 69), Mr. S Mallinson (Unit 71 & 80), Mr. D Ridjic (Unit 73), Mr. P Maddigan (Unit 74), Mrs. L Sterzenbach (Unit 76), Mr. P Jones (Unit 81), Mr. P Bisa (Unit 82), Mr. J Easthope (Unit 84), Dr. J Thompson (Unit 85), Ms. D Leyder (Unit 88), MR. A & Mrs. R Low (Unit 89). Mr. D Johnson (Unit 90 & 94), Ms. R Chua (Unit 91), Mr. M Riley & Ms. F Leary (Unit 93), Mr. Y Varma (Unit 95), Mr. R Basham-Mercer (Unit 103), Ms. K Huston & MR. B Dyson (Unit 104), Mr. R Yates & Ms. L Tacy (Unit 105), Ms. M Black (Unit 110), Mr. P Hanley & Ms. K Fitzsimmons (Unit 112), Ms. P Chatterjee (unit 118), Mr. Z Durcinoska (Unit 124), Mr. I & Mrs. S Gordon (Unit 127), Mr. M & Mrs. A McKenna (Unit 136), Mr. D Westropp-Evans (Unit 139) and Miss N Robb & Ms D Leeming representing Independent Body Corporate Services

Proxies: Ms. M Emerton (Unit 4), Mr. R & Mrs. M Fuhrer (Unit 15), Ms. A Lovell (Unit 26), Ms. C Wolzak (Unit 62), Mr. F Boschert (Unit 90), Mr. P. Boschert (Unit 94), Ms. S & Mr. M Colquhoun (Unit 106), Ms. M Van Lier (Unit 111), Mr. R Brugeaud (Unit 144), Rubiton Investments P/L (Unit 142 & 145)

Apologies: None

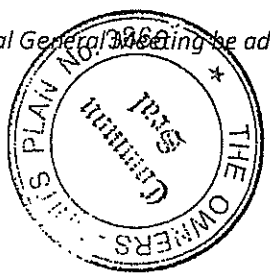
Chair: Ms. R Chua chaired the meeting

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

Secretarial Note *– Owners are advised that under the Schedule 3.9 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only disallowed if within 28 days after the decision was made, the Owners Corporation is to give a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.*

MINUTES OF PREVIOUS ANNUAL GENERAL MEETING -
The minutes of the Inaugural Annual General Meeting dated 6 November, 2012 had been distributed to all owners.

MOTION 1: *It was resolved that the minutes of the Inaugural General Meeting be adopted.*



Matters arising from the minutes:

- Gas (Hot Water) mentioned in the inaugural minutes. The managing agent has investigated further and found it relates to the plant room where all the hot water is distributed and also the common hot water for the gym.
  Further to the investigation into the metering of the gas, the owners' corporation may look into reimbursement from the builder for any costs incurred during this time.
- Plans and drawings to be given to the strata manager from Milin. The managing agent will conduct a site visit to Lakefront in the coming week to sort through the manuals given by Milin.

Insurance:
The Owners Corporation holds insurance cover with Zurich Financial Services Australia Limited as follows:

Policy No: 077068PZST	Due date - 28/09/2013
Building replacement	$45,000,000
Contents	$100,000
Loss of Rent	$450,000
Public liability	$20,000,000
Machinery Breakdown	$100,000
Workers Compensation	In accordance with the Act
Excess	$200 & $500.00 on machinery breakdown
Premium	$32,805.47

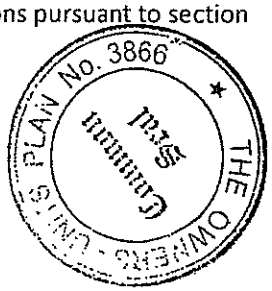
Note - Unit owners are responsible to take out their own contents (including carpet, internal paintwork, all furnishings and fittings) and liability cover within their unit. The insurance cover held by the Owners Corporation only covers the building structure (including permanent fixtures) and common property.*

MOTION 2: *It was resolved that the executive committee make a determination on their insurer at the point of renewal.* **CARRIED**

* Due to legislation changes internal paintwork is no longer covered however CHU and SUU insurers are offering to add this to theirs policies at an extra cost of approximately $8 per unit (cost is dependent on number of units). When the policy is due for renewal in September it is advised that the executive committee consider changing to one of these insurers to be able to retain internal paintwork on their policy. If not then internal paintwork will need to be covered under individual units' contents insurance.

Insurance Excess
Pursuant to Section 100 of the Unit Titles (Management) Act, the Owners Corporation is now responsible for all excess on any insurance claims made on the policy held by the Owners Corporation. Please note that whilst we are unable to determine how many claims will be made on the policy, the budgeted amount has been determined by a similar development's financial year claims.

Office Bearers
The purpose of this addition to the current insurance policy held by the Owners Corporation is to protect members of an Executive Committee, known as office bearers for decisions pursuant to section 47 of the unit Titles (Management) Act.



MOTION 3: *It was resolved that the Owners Corporation of UP 3866 obtain Office Bearers insurance at an accepted level of coverage.* **LAPSED**

MOTION 3: *It was resolved that the Owners Corporation of UP 3866 obtain Office Bearers insurance at an accepted level of coverage as agreed by the executive committee.* **CARRIED**

MOTION 4: *It was resolved that the Owners Corporation of UP 3866 obtain Catastrophe insurance at an accepted level of coverage.* **LAPSED**

MOTION 4: *It was resolved that the Owners Corporation of UP 3866 obtain Catastrophe insurance at an accepted level of coverage as agreed by the executive committee.* **CARRIED**

Financial Report

MOTION 5: *It was resolved that the financial statements be accepted as presented.* **CARRIED**

Investment of Funds

MOTION 6: **Special Resolution:** *It was resolved that the Executive Committee be authorised to make determinations concerning investment of surplus funds into appropriate interest bearing accounts for Units Plan 3866.* **CARRIED**

Sinking Fund Forecast

In accordance with the Unit Titles (Management) Act 2011, a 10-year Sinking Fund Forecast is required for all Bodies Corporate with a review to be obtained after 5 years. Please note that this has been budgeted in the Proposed Budget for the forthcoming year. Please see attached Sinking Fund Forecast Report.

Budget Debate - Administrative Fund

MOTION 7: *It was resolved that the proposed Administrative Fund budget of $296,962.00 (excl. GST) be adopted.* **CARRIED**

Administrative Fund Levy Contribution

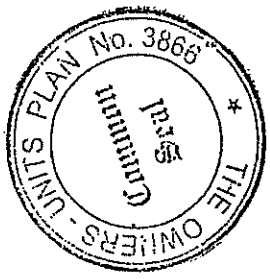
MOTION 8: *It was resolved that the corporation determine a levy equal to the approved budget for the twelve month period, commencing 1, January, 2013, and to be contributed in accordance with the unit entitlements at quarterly intervals, being 1 March, 1 June, 1 September and 1 December, 2013.* **CARRIED**

Budget Debate - Sinking Fund

MOTION 9: *It was resolved that the proposed Sinking Fund budget of $127,600.00 (excl. GST) be adopted.* **CARRIED**

Sinking Fund Levy Contribution

MOTION 10: *It was resolved that the corporation determine a levy equal to the approved budget for the twelve month period, 1, January, 2013, and to be contributed in accordance with the unit entitlements at quarterly intervals, being 1 March, 1 June, 1 September and 1 December, 2013.* **CARRIED**



Strata Management Agency Agreement
Section 55 of the Unit Titles (Management) Act 2011 and Section 100 of the Agents Act, requires a Strata Managing Agent to have a written agreement with its client. The current agreement in place was signed by the developer on 31 May, 2012 and expires 30 May, 2014. Please find attached a copy of the Management Agreement.

EBIX Trades Monitor

MOTION 11: *It was resolved that the services of EBIX Trades Monitor be engaged to audit contractors to ensure compliance with insurance and licencing requirements, at an annual cost of $76.00 (plus GST).* **CARRIED**

Appointment of Service Contractors
Under Section 59 of the Unit Titles (Management) Act 2011, an Ordinary Resolution is required to enter into a service contract with any person and/or organisation.

MOTION 12: *It was resolved that the Executive Committee be authorised to make determinations concerning appointment of a service contractor with any contractor being appointed for a trial period of 12 months, with a maximum rollover period of 2 years.*
CARRIED

Election of Committee -
Under Section 34 of the Unit Titles (Management) Act 2011, it is legislated that the Executive Committee has a Chair, Secretary and Treasurer for the 12 month period with the position of Chair having casting vote rights. These positions are elected at the first formal meeting of the Executive Committee following the Annual General Meeting. Please find attached a copy of the roles as per the Act.

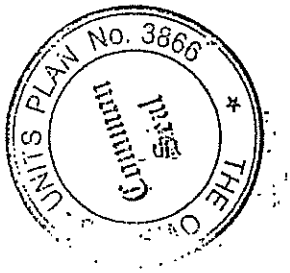
MOTION 13: *It was resolved that the Owners Corporation of Units Plan 3866 agree to appoint 3 to 7 Owners to form the Executive Committee until the next Annual General Meeting.*
CARRIED

Mrs. N Lloyd (Unit 18)
Mr. D Toulis (Unit 50)
Mr. P Whitehead (Unit 69)
Mr. P Jones (Unit 81)
Ms. D Leyder (Unit 88)
Ms. R Chua (Unit 91)
Ms. K Huston (Unit 104)

Rule Amendments and Additions (see "Attachment A") -
On 31 March, 2011, the Unit Titles (Management) Act 2011 came into force and, as such, we have included the following Motions:

MOTION 14: ***Special Resolution:*** *It was resolved that Rule 4 of the Default Rules be amended to read as per Attachment A.* **CARRIED**

MOTION 15: ***Special Resolution:*** *It was resolved that Rule 11 of the Default Rules be amended to include Clause 2(a) and reads as per Attachment A.* **CARRIED**



MOTION 16: *Special Resolution: It was resolved that the additional Rule (Rule 12) be inserted into the Default Rules as per Attachment A and that all costs for registering being expended from the Administrative Fund.* **CARRIED**

MOTION 17: *It was resolved that the owners corporation agree to Unit 85 housing a cat in the unit as per the attached signed agreement form.* **CARRIED**

MOTION 18: *It was resolved that the owners corporation agree to Unit 140 housing a bird in the unit as per the attached signed agreement form.* **CARRIED**

MOTION (i): *It was resolved that the owners corporation agree to Unit 104 housing a dog in the unit as per the signed agreement form.* **CARRIED**

General Business:

To have a pass key held by the local delivery of Canberra Times and Daily Telegraph.
The owners present agreed this was not necessary and further access would compromise security.
It was noted the individual owners should ask for the papers to be placed inside their letterbox.

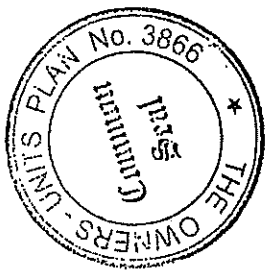
Complaints process:
The managing agent explained the complaints process in relation to anti-social behaviour of residents:

1. Complaints must be recorded in writing to the managing agent with specific detail i.e. Saturday 27th January at 9.30am unit 3 began to play music, it ceased at 11.45am.
2. The managing agent then sends a letter to the resident and any other interested parties being the landlord/property manager. Time frame is generally two weeks to see if the behaviour ceases or a pattern becomes evident.
3. 2nd. complaint letter is sent to the owner and incurs a fee. it also states that if the behaviour continues further infringements can be added to the owners levy.
4. 3rd complaint letter incurs a higher infringement and a warning that if the behaviour continues the tenant and the owner can be taken to ACAT (ACT Civil and Administrative Tribunal).

The executive committee will become involved after the first letter is sent and if the behaviour continues. If the complaint is severe in the beginning then the executive committee will be made aware as soon as the first complaint is received.

Reporting to managing agent:
Please report all complaints, concerns or queries to the managing agent as soon as possible after the event and in writing. Please advise to the managing agent if you then wish to be contacted further with any follow-up.
All major issues, with committee approval, will be advised to all owners at intervals to be determined on a case by case basis.

Meeting closed 8pm



Default Rules

[Attachment A]

1 Definitions—Default Rules

(1) In these Rules:

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

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

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

2 Payment of rates and taxes by unit Owners

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

3 Repairs and maintenance

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

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

4 Erections and alterations

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

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

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

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

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

5 Use of common property

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

6 Hazardous use of unit

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

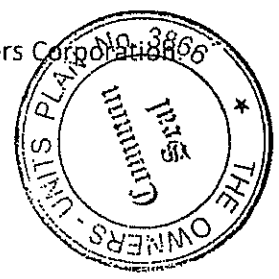
7 Use of unit—nuisance or annoyance

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

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

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

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



8 Noise

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

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

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

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

9 **Illegal use of unit**

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

10 **What may an Executive Committee representative do?**

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

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

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

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

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

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

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

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

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

11 **Seal of Owners Corporation**

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

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

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

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

(2) Managing agent may affix seal -

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



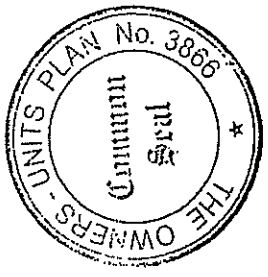
12 **Recovery of Legal Fees**

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

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

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

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



Schedule 4 Default rules

(see s 106)

Note 1 The owners corporation may amend the default rules under s 108.

Note 2 If a corporation was established before the commencement of the *Unit Titles Act 2001* (*UTA*), pt 16—

- the corporation's articles applying immediately before the commencement of the UTA continue to apply (see s 160 (2)); and
- the default rules under this Act may be adopted (in part or in full) by special resolution at a general meeting (see s 108 (1) and s 160 (2)).

Note 3 If an owners corporation was established under the UTA—

- the owners corporation's articles applying immediately before the commencement of this Act, pt 6 are taken to be rules under this Act (see s 161 (2)); and
- the corporation may amend the rules under this Act (see s 108 (1) and s 161 (2)).

However, an existing article of the owners corporation has no effect if the article is inconsistent with this Act or another territory law or does any of the things mentioned in this Act, s 108 (3) (b) to (d).

1 Definitions—default rules

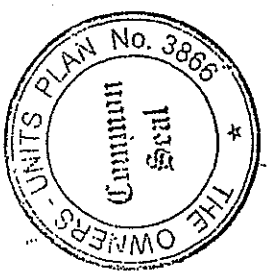
(1) In these rules:

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

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

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

Unauthorised version prepared by ACT Parliamentary Counsel's Office.



2 Payment of rates and taxes by unit owners

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

3 Repairs and maintenance

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

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

4 Erections and alterations

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

(a) in accordance with the express permission of the owners corporation by unopposed resolution; and

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

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

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

5 Use of common property

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

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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.

Unauthorised version prepared by ACT Parliamentary Counsel's Office

UNITS PLAN No. 3866 THE OWNERS Community Trust

7 Use of unit—nuisance or annoyance

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

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

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

(4) Permission may be withdrawn by special resolution of the owners corporation.

8 Noise

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

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(4) Permission may be withdrawn by special resolution of the owners corporation.

9 Illegal use of unit

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

Unauthorised version prepared by ACT Parliamentary Counsel's Office

UNITS PLAN No. 3866 THE OWNERS Common Seal

10 What may an executive committee representative do?

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

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

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

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

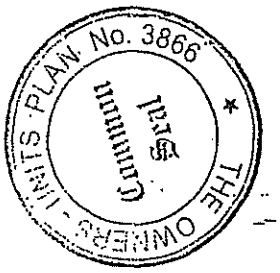
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(b) in an emergency, it is essential that it be done without notice.

(4) The executive committee may give a written authority to a person to represent the corporation under this rule.

Unauthorised version prepared by ACT Parliamentary Counsel's Office



11 Seal of owners corporation

For the attaching of the seal of the owners corporation to a document to be effective—

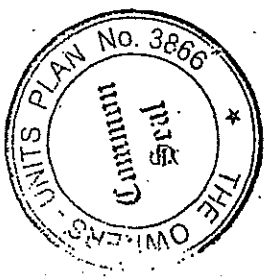
(a) the seal must be attached by decision of the executive committee; and

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

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

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

Unauthorised version prepared by ACT Parliamentary Counsel's Office



ACT Planning &
Land Authority

CUSTOMER SERVICE CENTRE
DAME PATTIE MENZIES HOUSE
16 CHALLIS STREET
DICKSON ACT 2602

PHONE: 62071923
FACSIMILE: 62071925

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	50	Block	2	Section	62	Suburb	KINGSTON

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

	No	Yes
1. Have any notices been issued relating to the Crown Lease?	(X)	( )
2. Is the Lessor aware of any notice of a breach of the Crown Lease?	(X)	( )
3. Has a Certificate of Compliance been issued? (N/A ex-Government House) ☐	( )	(X)
Certificate Number: 71528 Dated: 16-OCT-12		
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 a Preliminary Assessment, an Assessment or an Enquiry under Party IV of the Land Act 1991, or an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007?	(see report)	
7. Has a development application been received, or approval granted for development under the Land Act 1991, or the Planning & Development Act 2007 in respect of the Land?	(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 Section 254, 254A, 255 and 256 of the Land Act 1991 or Part 11.3 of the Planning & Development Act 2007?	(see report)	
10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land?	(see report)	

Customer Service Centre
ACT Planning and Land Authority

Date: 23-JUL-13 09:53:58

Applicant's Name : Jenkinson, Megan
E-mail Address : megan.jenkinson@mvlawyers.com.au
Fax Number :
Client Reference : 1302380

Did you know? Lease Conveyancing enquiries can be lodged electronically at www.canberraconnect.act.gov.au
For further information, please contact the Lease Conveyancing Officer on 62071923

ACT Planning &
Land Authority

Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

INFORMATION ABOUT THE PROPERTY

KINGSTON Section 62/Block 2/Unit 50 **Building Class: A**

Area(m2): 5,216.5
Unimproved Value: $13,348,000 **Year:** 2012
Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

Assessment Status: The Land is not subject to a Preliminary Assessment, an Assessment or an Enquiry under Part IV of the Act concerning the Land.

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA201017819 **Lodged** 02-JUN-10 **Type** See Subclass

– Application Details ——————————

Description
MIXED USE-NEW BUILDING-154 UNITS. Construction of a new 154 unit residential building with one basement level and ground floor parking with provision for retail space on ground floor.

– Site Details ——————————

District	Division	Section	Block(s)	Unit
Canberra Central	Kingston	62	2-2	

– Involved Parties ——————————

Role	Name
Lessee	Land Development Agency
Applicant	Amalgamated Property Group Pty
Representor	Josip Sladic

– Activities ——————————

Activity Name	Status
Merit Track	Refused
Da - Reconsideration	Approval Conditional

ACT Planning &
Land Authority

Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

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. Copies of development application(s) can be inspected at ACTPLA's Customer Service Centre, please contact ACTPLA on 6207 1923 to ensure plans are readily available.

PLEASE NOTE: This information does not cover all development activity.

Since the introduction of the Planning and Development Act 2007 a significant range of development activity can now be undertaken without development approval . The full list of activities that are exempt from development approval can be found in the Planning and Development Regulation 2008. Activities that are exempt from development approval include, but are not limited to, new or additions to single residences that comply with relevant Territory Plan codes, certain sheds, carports, pergolas etc. This report does not cover such exempt development activity. For more information on exempt development activities refer to www.actpla.act.gov.au or contact ACTPLA on the number above.

Sect	Blk	DA No.	Description	Overlay Policy	Status
50	59	201222183	COMMUNITY FACILITY - LEASE VARIATION - LANDSCAPE WORK. Subdivision of jetties into 6 seperate blocks; Proposed landscape work on & off site including boardwalk; car parking; paving; trees; seating; Storage & workshop buildings; driveway upgrades to the site.	Approval Conditional	05-NOV-12
50	60	201222183	COMMUNITY FACILITY - LEASE VARIATION - LANDSCAPE WORK. Subdivision of jetties into 6 seperate blocks; Proposed landscape work on & off site including boardwalk; car parking; paving; trees; seating; Storage & workshop buildings; driveway upgrades to the site.	Approval Conditional	05-NOV-12
62	4	201120557	ESTATE DEVELOPMENT PLAN-KINGSTON FORESHORE. Proposed Estate Development Plan for 120 dwellings on a single block and a Planning Control Plan to show permitted 5 and 6 storey building locations.	Approval Conditional	11-NOV-11
62	5	201120557	ESTATE DEVELOPMENT PLAN-KINGSTON FORESHORE. Proposed Estate Development Plan for 120 dwellings on a single block and a Planning Control Plan to show permitted 5 and 6 storey building locations.	Approval Conditional	11-NOV-11
62	6	201120555	NON RESIDENTIAL-MARINA FACILITIES-KINGSTON FORESHORE. Proposed boat harbour to service boats on Lake Burley Griffin including a promenade and boardwalk.	Approval Conditional	31-OCT-11

ACT Planning &
Land Authority

Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

62	6	201120557	ESTATE DEVELOPMENT PLAN-KINGSTON FORESHORE. Proposed Estate Development Plan for 120 dwellings on a single block and a Planning Control Plan to show permitted 5 and 6 storey building locations.	Approval Conditional	11-NOV-11
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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 http://www.legislation.act.gov.au/ni/2008-27/current/default.asp

CONTAMINATED LAND SEARCH

Information is recorded by Environment ACT regarding the contamination status of the land. Contact Environment Protection Unit, Environment ACT on (02) 62072151.

ASBESTOS SEARCH

Records held by ACTPLA indicate that loose asbestos was not identified in the ceiling cavities of these premises (but not including any shed or garage on the property) during the government programme conducted in the early 1990's. However, ACTPLA cannot say anything about the presence or otherwise of loose asbestos on these premises since that program was conducted.

Notwithstanding the above, ACTPLA gives no warranty or assurance in relation to the accuracy of the information provided above and the enquirer should make their own enquiries and obtain their own reports in relation to the presence or otherwise of asbestos on these premises.

---- END OF REPORT ----

ACT Strata Inspections

Suite 1 Ground Floor
1 Farrell Place
GPO Box 2193 ACT 2601
Email : actstrata@bigpond.com
Ph : 02 62498510
ABN : 27 701 043590

BOOK INSPECTION REPORT

UNITS PLAN NO 3866 **UNIT NO 50** **UNIT ENTITLEMENT: 136**

BLOCK 2 **SECTION 62** **TOTAL ENTITLEMENT 10,000**

ADDRESS OF DEVELOPMENT: 11 Trevillian Quay Kingston

Date:29 July 2013 *Client: Mann-Toulis Sale*

UNIT DETAILS

Statement	Section	Detail
A or B class		**A**
Approval been granted to the keeping of a pet	(s.32)	**NO**
Any Article breaches by owner/occupier	(s.109)	**NO**
The breach been remedied		**N/A**
Declaration of charge been declared for unpaid levies/amounts	(s.96	**NO**
Resolved that special privilege be granted to this unit	(s.22)	**NO**
Easements granted to this unit on common property	(s.36 - UTA)	**NO**
Agreement to maintain all Class B buildings	(s.24)	**N/A**
Agreement to carry out work on behalf of owner	(s.29)	**NO**
If yes (8) are costs to be recovered	(s.30)	**N/A**
Any approved structural alterations		**NO**
Committee approved alterations for unit encroaching on common property	(Schedule 2 s.2.4)	**NO**

INSURANCE

Name of Insurer: Zurick Financial Services Pty Ltd

Type	Total Cover	Excess Cover	Policy Number	Due Date
Building replacement Loss of rent	$ 45,000,000 $ 450,000	$200	077068PZCST	28/09/2014
Public liability:	$20,000,000	N/A	077068PZCST	28/09/2014
Workers Compensation:	As per Act	N/A		
Contents	$100,000	$200	077068PZCST	28/09/2014
Fidelity Guarantee		N/A		
Machinery breakdown:	$100,000	$500	077068PZCST	28/09/2014
Catastrophe Rent/Temp accom 5% escalation Storage Evacuation	$ $ $ $	$		
Office Bearers	$10,000,000	N/A	077068PZCST	28/09/2014

Statement	Comment
Resolution for exemption of insurance cover (s.101)	**NO**

MANAGEMENT DETAILS

If Manager appointed: Manager details (s.50/51)	Name: Independent Body Corporate Address: Ground Floor 91 Northbourne Ave Turner Act 2601
Place of inspection books and records	Address: As above
If no Manager appointed Secretary details:	Name: Not Applicable Address: Contact:

Communications Officer if appointed (s.66) unit owner/non unit owner	Name: Not Appointed Address: Contact:

SERVICE CONTRACTORS AGREEMENTS (s.60)

Type	Yes	No	Contract >3yrs	Details
Gardener	X			**Andrews Lawn Mowing and Garden Maintenance**
Cleaner	X			**Maiden**
Waste removal		X		
Electricity supplier	X			**ACTEW**
Security/Fire	X			**Wormald**
Lift Maintenance	X			**Schindler**
Pool/gym	X			**Poolwerx**
Foxtel/TRANSACT		X		
Building Managers		X		
Other		X		

If contract longer than 3 years:

	Yes	No	Details
ACAT approval		X	**No evidence in information provided**
Resolved contract entered into after developer control period		X	**No evidence in information provided**
Corporation agreed to transfer service contractor to another provider		X	**No evidence in information provided**
Remedial breach notice issued to service contractor		X	**No evidence in information provided**
Financier for Service Contractor		X	**No evidence in information provided**

Name of Financier (if applicable):	**Name:** **Address:** **Contact:**

EXECUTIVE COMMITTEE

Office Bearers elected at First Committee Meeting/ANNUAL GENERAL MEETING

	Name: Mr Paul Jones **Address:46 Spica St Giralang ACT 2617**
	Name: Mr Peter Whitehead **Address: 69/11 Trevillian Quay Kingston ACT 2604**
	Name: Mrs Nicole Lloyd **Address:98 Thoroughbred Drive Royalla NSW 2620**
	Name: Ms Daniele Jacqueline Leyder **Address:88/11 Trevillian Quay Kingston ACT 2604**
	Name: Ms Kerri Huston **Address:64 Brereton Garran ACT 2605**
	Name: Ms Rachel Chua **Address:36 Leist St Weston ACT 2611**

FINANCIAL

	Yes	No
Exemption from opening bank account (s.68)		X

Bank account details	**Bank: St George**
Current financial year	**01/01/2013-31/12/2013**
Invested funds	**N/A**
Interest rate on overdue levies	**10%**
Administration Fund Special Purpose Fund Sinking Fund	**$49,327.09 as at 23/07/2013** **$70,184.85 as at 23/07/2013**

Levy Statement for unit including any other debts owing to the Corporation.
See attached Section 119 certificate.

	Yes	No	Detail
Corporation borrowed money (s.70)		X	

	Yes	No	Detail
Has 10 year Sinking Fund Plan been prepared (s.82)	X		
Insurance Valuation		X	
Safety Report		X	

COMMON PROPERTY

Where is Certificate of Title to common property held:

Registrar of Titles	
Other	

Certificates attached to Certificate of Title to common property:

	Yes	No
Fitness or Occupancy and Use		X
Compliance		X

Any matters affecting common property –

	Yes	No	Detail
Have any easements been granted/varied/released (s.48 UTA)		X	
Special privilege granted (s.22)		X	

Any major work that must be carried out to common property –

	Yes	No	Detail/Budget
A class – roof, external walls, lifts, painting		X	
A and B class – pool, spa, gym, driveways, irrigation, plumbing, painting	X		Quotes for Pool hand rails and signage CCTV Cameras quote accepted by ADT Addition of 20 bike racks 2x Convex mirrors in driveway
Corporation exempted itself from maintenance responsibility		X	
Has Corporation noted or is aware of any structural defects		X	Building Report June 2013 not available at time of this report

	Yes	No	Detail
Has Corporation noted or is aware of any maintenance required arising through fair wear and tear		X	
Has Corporation taken action to remedy structural defects or taken legal action		X	

GENERAL

	Yes	No	Detail
Has Corporation exempted itself from requirements of the Act		X	
Has developer exercised more than 3 votes		X	
INSURANCE CLAIMS		X	
APPROVALS PETS, ADDITIONS/ALTERATIONS	X		Unit 85 Cat Unit 140 Bird Unit 103 Dog Unit 45 Dog Unit 88 Cat Unit 12 Cat
PROBLEMS			**2013** Unit 139 Excess Smoke Unit 76 noise complaints (March, April, May) Unit 87 noise complaints (x2) Unit 76 Noise complaint Unit 109 Noise complaint
OTHER			
Have any articles been amended or added			See Owners Corporation Articles attached

APPLICATIONS

Has an application been made or proceedings commenced in relation to:

	Yes	No	Detail
Section 30 Amendment of development statements (staged developments)		X	**No evidence in information provided**
Section 140 Appointment of an Administrator		X	**No evidence in information provided**
Section 146 Amend the Schedule of Unit Entitlements		X	**No evidence in information provided**
Section 149 Alter boundaries		X	**No evidence in information provided**
Section 152 Building damage order		X	**No evidence in information provided**
Section 160 Cancellation of Units Plan		X	**No evidence in information provided**
Section 166 Variation of lease (i.e. special purpose clause)		X	**No evidence in information provided**
Section 168 Extension of Term of Lease		X	**No evidence in information provided**
Section 165 Subdivide the parcel of land (dual occupancies)		X	**No evidence in information provided**

Has an application been made or proceedings commenced with ACAT in relation to – (Section 123)

	Yes	No	Detail
Pets where it would affect this unit.		X	**No evidence in information provided**
Article changes prior to FAGM in developer control period		X	**No evidence in information provided**
Contracts (periods longer than 3 years/or prior to FAGM in developer control period)		X	**No evidence in information provided**
Breaches of articles where it would affect this unit		X	**No evidence in information provided**
General complaints where it would affect this unit		X	**No evidence in information provided**

FOLLOWING DOCUMENTS ARE ATTACHED –

	Yes	No
Minutes of last Annual General Meeting	X	
Minutes of resolutions as noted in report (if not included in last AGM)	X	
Insurance renewal/certificate of currency	X	
Financial Report including: Balance sheet showing current balance in Administration Fund/Special Funds/Sinking Funds/Income and Expenditure	X	
10Year Sinking Fund Plan Summary	X	
Budget agreed at last Annual General Meeting	X	
Article changes	X	
Agency Agreement – Managing Agent	X	
Any other agreement if available or applicable – Service Contractors		X
List of Executive Committee members/contact details/addresses	X	

Disclaimer:

The information provided in this report is data taken directly from the books and records held on behalf of the Owners Corporation. ACT Strata Inspections has not fabricated or provided any information or opinion that is not documented in the books and records of the Owners Corporation. ACT Strata Inspections takes no responsibility for accuracy of data that was provided for inspection or information that may not have been available at the time of the inspection.

Unit Plan No. 3866

Section 119

As At 23 July 2013

Unit. 50

4. Contributions

4.1 Has an unopposed resolution been passed exempting the requirement to keep an account with a bank (UTMA Section 62 (2))?

No.

4.2 Bank Name	BSB	Account Type	Ac No
St George Bank	112-908	Cheque Account	431329844

4.3 The period that the contribution for the unit relate to are set out below.

4.4 Part	Period	Administration Fund	Sinking Fund	Special Levy	Total	Due Dates
1	01/03/2013 - 31/05/2013	1,110.64	477.22		1,587.86	01/03/2013
2	01/06/2013 - 31/08/2013	1,110.64	477.22		1,587.86	01/06/2013
3	01/09/2013 - 30/11/2013	1,110.64	477.22		1,587.86	01/09/2013
4	01/12/2013 - 28/02/2014	1,110.64	477.22		1,587.86	01/12/2013

4.5 Total outstanding contributions due as at the date of this Certificate: $1,587.86

4.6 Are there any other outstanding debts owing on this unit. Details as follows:

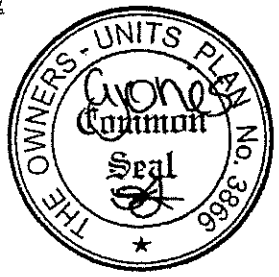
Details of Debt	Due Date	Amount Due	Amount Outstanding
No other outstanding debts.			

4.7 Total outstanding debts due as at the date of this Certificate: $0.00

4.8 Total outstanding contributions and debts as at the date of this Certificate: $1,587.86 ✓

4.9 Balance of administration funds for the entire body corporate as at the date of this Certificate: $49,327.09

4.10 Balance of the sinking funds for the entire body corporate as at the date of this Certificate: $70,184.85



Unit Plan No. 3866

Section 119

As At 23 July 2013

Insurance Policies

2. Insurance

2.1 Has a unanimous resolution been passed exempting the requirement to take out building insurance (UTMA Section 101)?

No.

OR

Yes, details as follows:

2.2 Copies attached for each current insurance policy (eg Public Liability, Building, Workers Compensation).

Insurer: Zurich Financial Services Australia Limited
Broker: Insurance Advisernet Aust P/L
Policy Number: 077068PZST

Type	Due Date	Sum Insured
Building	28/09/2013	$45,000,000.00
Contents	28/09/2013	$100,000.00
Machinery Breakdown	28/09/2013	$100,000.00
Office Bearers	28/09/2013	$10,000,000.00
Public Liability	28/09/2013	$20,000,000.00

Management

3. The Owners Corporation is managed by:
Independent Body Corporate Services Pty Limited
Ground Floor, 91 Northbourne Avenue TURNER ACT 2612

For inspections for Owners Corporation records contact: Receptionist - Phone 02 6209 1515

Executive Committee

3.4 The Executive Committee's name and address' are (UTMA Section 117):

Name	Address	Office Held	Appointed Date
Mr Paul Jones	46 Spica Street GIRALANG ACT 2617	Member	01/02/2013
Mr Peter Whitehead	69/11 Trevillian Quay KINGSTON ACT 2604	Member	01/02/2013
Mrs Nicole Lloyd	98 Thoroughbred Drive ROYALLA NSW 2620	Member	01/02/2013
Ms Daniele Jacqueline Leyder	88/11 Trevillian Quay KINGSTON ACT 2604	Chairperson & Treasurer	01/02/2013
Ms Kerri Huston	64 Brereton Street GARRAN ACT 2605	Secretary	01/02/2013
Ms Rachel Chua	36 Leist Street WESTON ACT 2611	Member	01/02/2013

Unit Plan No. 3866

Lakefront

11 Trevillian Quay
KINGSTON ACT 2604

ABN: 39 796 381 055

Date:23/07/2013

Statement of Account and Tax Invoice for Unit 50 / Door Number

Mr Dennis Demosthenis Toulis & Ms Catherine Jane Rebecca Mann
50/11 Trevillian Quay
KINGSTON ACT 2604

Transaction Date	Description	Amount	GST	Total	Balance
23/01/2013	Opening Balance	0.00	0.00	0.00	0.00
1/02/2013	Levy for Admin Fund due 1/03/2013 for period 1/03/2013 to 31/05/2013	1,009.67	100.97	1,110.64	1110.64
1/02/2013	Levy for Sinking Fund due 1/03/2013 for period 1/03/2013 to 31/05/2013	433.84	43.38	477.22	1587.86
20/03/2013	Payment Received - Thank You	(1,587.86)	0.00	(1,587.86)	0.00
2/05/2013	Levy for Admin Fund due 1/06/2013 for period 1/06/2013 to 31/08/2013	1,009.67	100.97	1,110.64	1110.64
2/05/2013	Levy for Sinking Fund due 1/06/2013 for period 1/06/2013 to 31/08/2013	433.84	43.38	477.22	1587.86
				Amount Payable:	**$1,587.86**

How to Pay

Unit Plan No. 3866

Unit: 50

Unit Entitlement: 136

By Mail

Please make all cheques payable to:
"Proprietors of Unit Plan 3866".
Detach this section and mail your cheque to
Independent Body Corporate
GPO Box 1539
Canberra ACT 2601

Amount Due: $1,587.86

BPAY

Biller Code: 208058
Ref: 000505

Telephone & Internet Banking - BPAY®
Call your bank, credit union or building society to make this payment from your cheque or savings account. More info: www.bpay.com.au

Independent Body Corporate Pty Ltd Lic Agent ACN 083 161 648
Ground Floor, 91 Northbourne Avenue, TURNER ACT 2612
GPO Box 1539 Canberra City ACT 2601
Phone 02 6209 1515 Fax 02 6247 9567
Email: bcenquiry@independent.com.au Web: www.independent.com.au

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Zurich Topview Strata Insurance
Certificate of Currency

ZURICH®

Po Box 801
CANBERRA
ACT 2601
Telephone: 02 6247 3766
Fax: 02 6247 2793
www.zurich.com.au

This is to certify that the undermentioned policy is current as shown in the Period of Insurance details unless cancelled in the meantime. Subject to the limitations, exclusions, definitions and conditions of the Zurich Topview Strata Insurance PDS.

Class of Insurance
Zurich Topview Strata Insurance

Policy Number
077068PZST

Insured Name
Unit Plan 3866

Situation
Lakefront, Kingston Island 11 TREVILLIAN QUAY KINGSTON ACT 2604

Insured/Policy Limit(s)

Building		$45,000,000
Common Contents		$100,000
Legal Liability		$20,000,000
Fidelity Guarantee		$50,000
Personal Accident (Voluntary Workers)	Capital Benefit	$200,000
	Weekly Benefit	$2,000
Machinery Breakdown		$100,000
Body Corporate Entity Liability		$100,000

Period of Insurance
From 07/11/2012 at 4.00pm to 28/09/2013 at 4.00pm

Issued
At TURNER ACT 2612 on 07/11/2012

Unit Plan No. 3866

Lakefront
11 Trevellian Quay
KINGSTON ACT 2604

Proposed Budget

For the Period 1 January 2013 - 31 December 2013

ADMIN FUND

Account Code	Description	This Year Actual 06/11/2012 - 31/12/2012	Budget 06/11/2012 - 31/12/2012	Proposed Budget 01/01/2013 - 31/12/2013
INCOME				
4-1000	Levies	141,544.88	141,545.00	296,962.00
4-2100	Interest on Cheque Account	12.71	0.00	0.00
4-6000	Keys	2,250.85	0.00	0.00
TOTAL INCOME		**$143,808.44**	**$141,545.00**	**$296,962.00**
EXPENDITURE				
6-0100	Accounting Fees	0.00	0.00	195.00
6-0600	Bank Fees	142.50	0.00	300.00
6-0800	Building Manager	0.00	0.00	20,000.00
6-1100	Caretaking	877.50	0.00	0.00
6-1320	Cleaning - Building - Internal	0.00	0.00	20,000.00
6-1400	Common Seal	45.23	0.00	0.00
6-1430	Contractor Compliance Fee	0.00	0.00	80.00
6-2000	Electricity	0.00	0.00	29,000.00
6-2600	Fire Control	0.00	0.00	10,000.00
6-3130	Gardening - Services	0.00	0.00	7,000.00
6-3201	Gas - Common Prop Connection	0.00	0.00	52,000.00
6-4210	Insurance - Building	30,094.27	0.00	34,000.00
6-4260	Insurance- Claims Excess Payments	0.00	0.00	1,400.00
6-4385	Keys/Access	986.10	0.00	2,000.00
6-4700	Lighting	245.91	0.00	0.00
6-5000	Management Fees	6,045.46	0.00	38,087.00
6-5050	Management Fees - Setup	909.09	0.00	0.00
6-5200	Miscellaneous Expenses	0.00	0.00	1,000.00
6-7030	R&M - Elevators/Lifts	0.00	0.00	40,000.00
6-7035	R&M - Garage	0.00	0.00	2,000.00
6-7050	R&M - Gym	0.00	0.00	3,000.00
6-7075	R&M - Pool	286.15	0.00	6,000.00
6-8010	PAYG Installment Tax Paid	0.00	0.00	500.00
6-8025	Taxation Annual Return Instalment	0.00	0.00	400.00
6-8100	Telephone	326.41	0.00	4,000.00
6-9000	Water	0.00	0.00	26,000.00
TOTAL EXPENDITURE		**$39,958.62**	**$0.00**	**$296,962.00**
TRANSFERS				

Unit Plan No. 3866
Proposed Budget
For the Period 1 January 2013 - 31 December 2013

ADMIN FUND

Account Code	Description	This Year Actual 06/11/2012 - 31/12/2012	Budget 06/11/2012 - 31/12/2012	Proposed Bu 01/01/2013 - 31/12/
TOTAL TRANSFERS		$0.00	$0.00	$(
OPENING BALANCE		$0.00	$0.00	$103,84
SURPLUS / DEFICIT		$103,849.82	$141,545.00	$
CLOSING BALANCE		$103,849.82	$141,545.00	$103,84

Unit Plan No. 3866
Proposed Budget
For the Period 1 January 2013 - 31 December 2013

SINKING FUND

Account Code	Description	This Year Actual 06/11/2012 - 31/12/2012	Budget 06/11/2012 - 31/12/2012	Proposed Bud 01/01/2013 - 31/12/2(
INCOME				
4-1000	Levies	14,153.99	14,154.00	127,600.(
TOTAL INCOME		$14,153.99	$14,154.00	$127,600.(
EXPENDITURE				
TOTAL EXPENDITURE		$0.00	$0.00	$0.(
TRANSFERS				
TOTAL TRANSFERS		$0.00	$0.00	$0.(
OPENING BALANCE		$0.00	$0.00	$14,153.99
SURPLUS / DEFICIT		$14,153.99	$14,154.00	$127,600.(
CLOSING BALANCE		$14,153.99	$14,154.00	$141,753.!

Nicole Robb

From: Nicole Robb
Sent: Friday, 22 March 2013 10:02 AM
To: 'Lee Djusic (Lee@milin.com.au)'
Cc: 'Tegan Westra (Tegan@Milin.com.au)'
Subject: UP3866 - Lakefront - Defects
Attachments: IMG_0084.jpg; IMG_0085.jpg; IMG_0064.jpg; IMG_0066.jpg; IMG_0093.jpg; IMG_0095.jpg; IMG_0094.jpg; IMG_0079.jpg; IMG_0088.jpg

Good Morning Lee,

I'll send you through the whole list and just let me know if something isn't your responsibility.

Thanks,

- The tiles below the pool facing to the lake have water leaching through them causing efflorescence to be deposited on them. Photos 84 & 85
- The front entry stairs ,southern side, have had water leaching from them. The water still puddled on the stairs and formed a puddle at the base of the stairs two weeks after the last rain had fallen. Efflorescence is being deposited on the stairs from the water. Efflorescence is also being deposited on one of the marble tiles. Photos 64, 66 & 93
- There has been water leaking from the ceiling and wall joint in the mail box hallway , southern side, it runs down the wall and puddles on the floor. The water was still puddling two weeks after the last rain. It is also leaving efflorescence on the wall. Photos 94 & 95
- One of the cover strips on the glass at the entry is coming off. Photo 79
- I noticed a few tiles on the wall below the pool are drummy and loose. Photo 88
- The black glass near the pool has the black coming off on a couple of sections. Photos 87 & 86 – in next email

Kind Regards,

Nicole Robb
Portfolio Manager | Independent Body Corporate Services
REIA 2012 Hall of Fame Australian Large Residential Real Estate Agency of the Year

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Nicole Robb

From: Sophie Russell-Farnham
Sent: Monday, 25 March 2013 7:49 PM
To: tegan@milin.com.au
Cc: Nicole Robb
Subject: Lakefront - Common area maintenance and defect items

Hi Tegan

For your reference, the owner of unit 4, Ken Pankhurst, has reported the following common area maintenance items:

1. Handrails to the front entrance stairs are too high and only on one side.You would question if the stairs are fit for purpose for a short elderly person to use the stairs.Should there Be a slip resistant on the stairs tread so as person will not full down while accessing or egressing the building?

2. The drain grates in the complex are flexing too much and are starting to dislodge from there fix position it appears the grate have not been embedded correctly.I would like to draw your attention to the one at the underground car park entrance it has been bent badly .It protrude up in the air say 20mm,some one can have there feet cut or stab quit badly or trip over.A few times I had to push it back in ,but was not successful .

3.There a crack in the courtyard wall at unit 4.

4.Leaching along a row of tiles at the front of the building where the swimming pool is. Some how moisture is getting .

5.At the storage area of unit 4 the roof is not completely sealed with mesh.

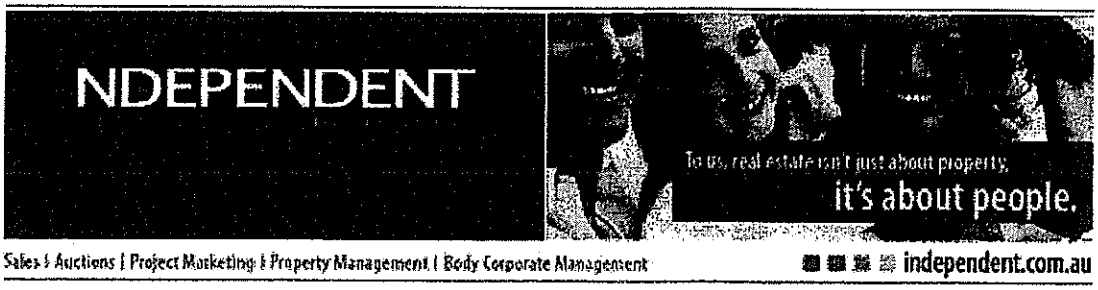
6. What sort of back up system is there if the electrical power goes out say in a heavy storm and the FOB key does not work?

Kind regards
Sophie

Sophie Russell-Farnham
Project Clients Manager | Independent Property Group Client Relations
REIA 2012 Hall of Fame Australian Large Residential Real Estate Agency of the Year

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CANBERRA CITY ACT 2601



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Nicole Robb

From: Nicole Robb
Sent: Wednesday, 6 February 2013 3:04 PM
To: Chris Blake; Greg Ring; Mary Mond
Subject: UP3866 - Lakefront - Kingston - defects list

Good Afternoon Chris,

A few more defects have been noted.

Can you please check and add to the list if necessary.

- Installing a small 'ramp' (5-7cm wide) against the step next to the door to each lift-pod – to allow easier wheel-chair and pram access etc. I think some of the steps to lift-pods have them. However, the step leading to the lift-pod to doors 85-105 doesn't for example.
- Sarking on first floor roof coming from the car park needs to be trimmed and the gutters on the main roof to the foyer need to be cleaned, as the block during rain.
- Pool of water at the bottom of the foyer on the right hand side looking from the front of the building
- Outside of balcony pillars have cracks.

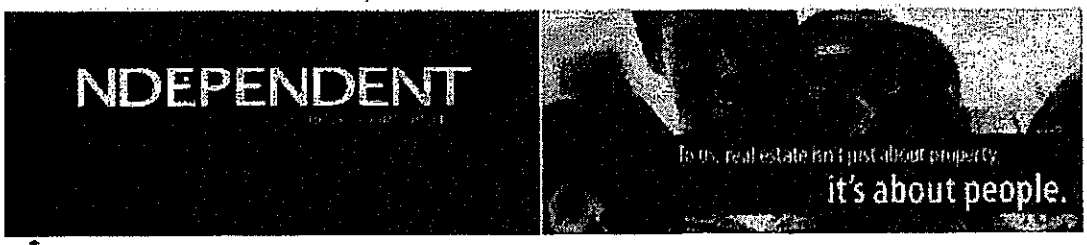
Thank you,

Kind Regards,

Nicole Robb
Portfolio Manager | Independent Body Corporate Services
REIA 2012 Hall of Fame Australian Large Residential Real Estate Agency of the Year

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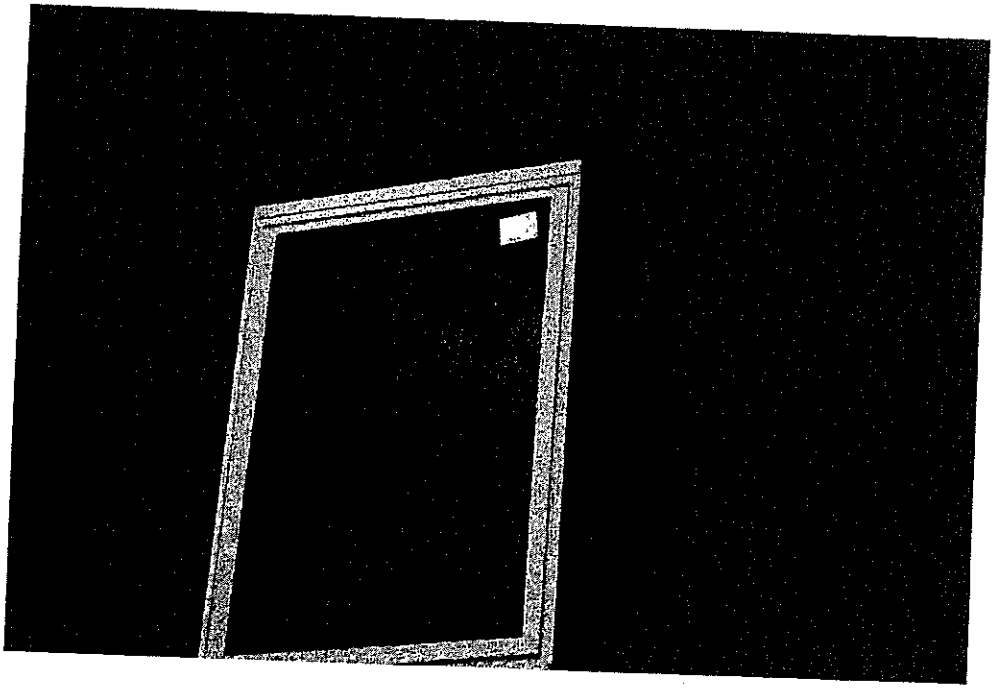
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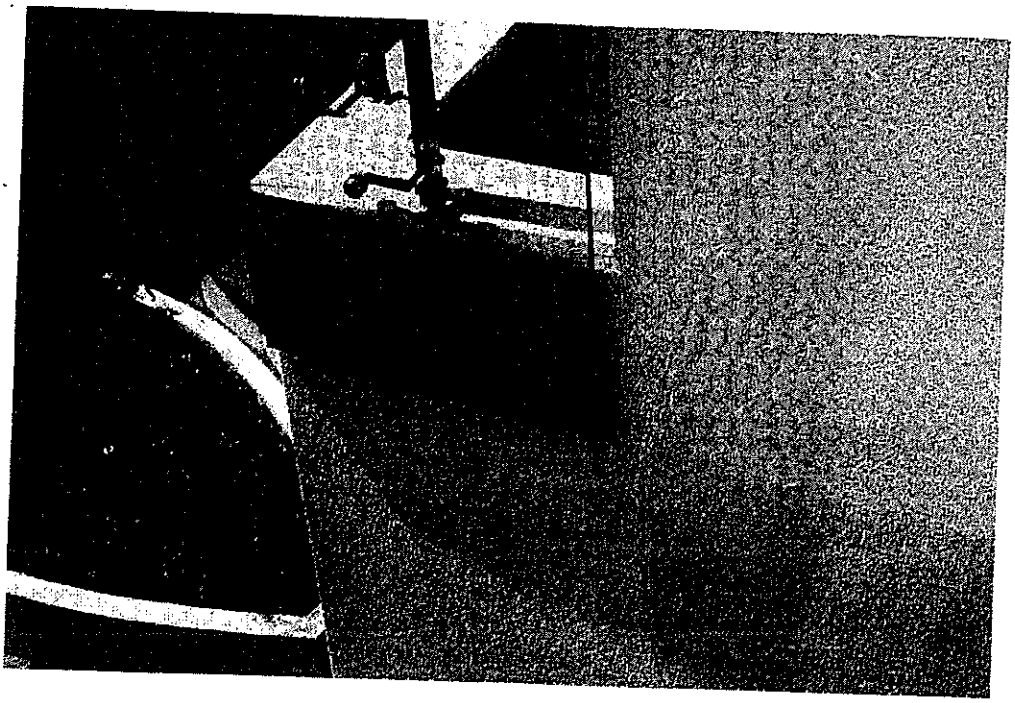
Units Plan 3866 – Lakefront – 11 Trevillian Quay, Kingston, ACT 2604.

As requested at the AGM held 31 Jan 13, as a member of the EC I conducted an inspection of the common property on Sunday 03 Feb 13. In addition to the defects listed by Independent BC on their 25 Jan 13 report I noticed and photographed the following:

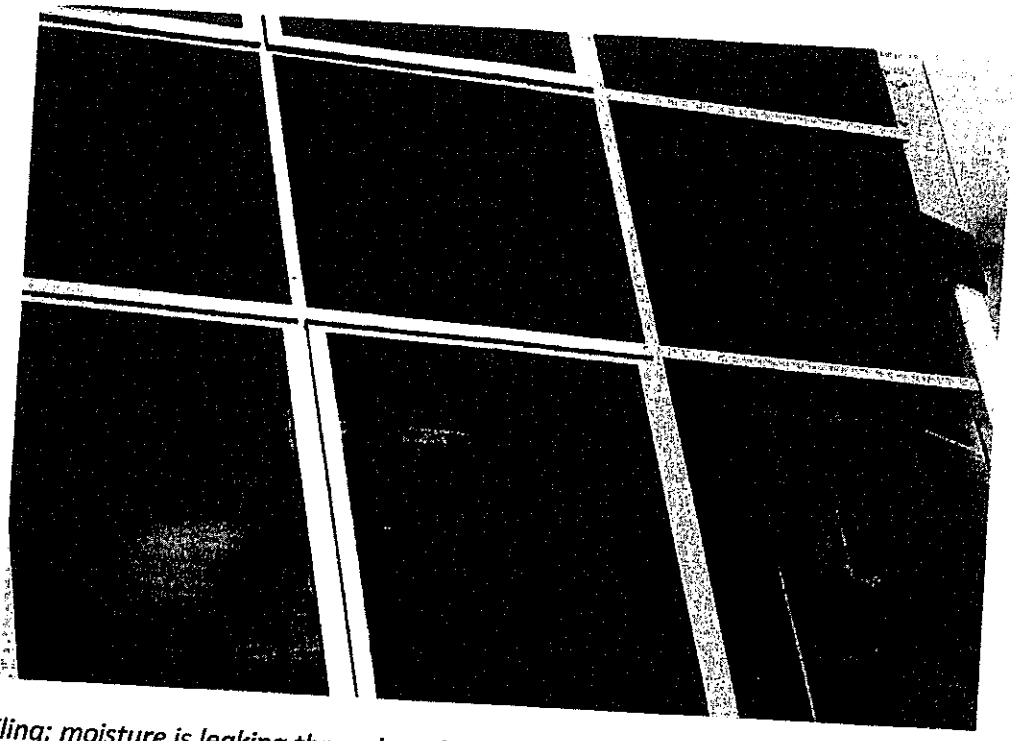
The manufactures sticker and builders marking still on the window behind unit 84.



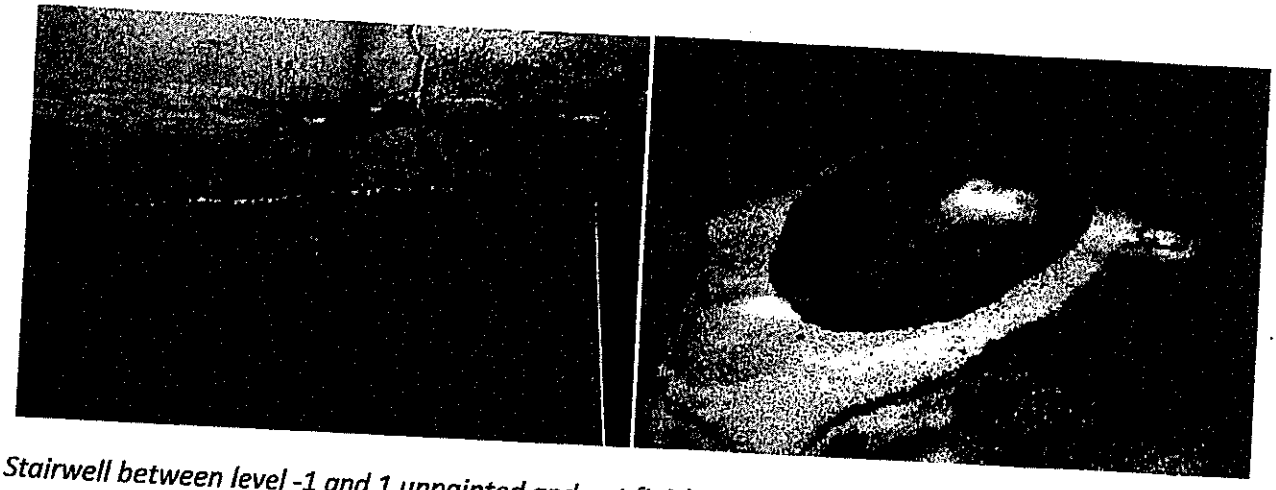
Builders marking still on some windows.



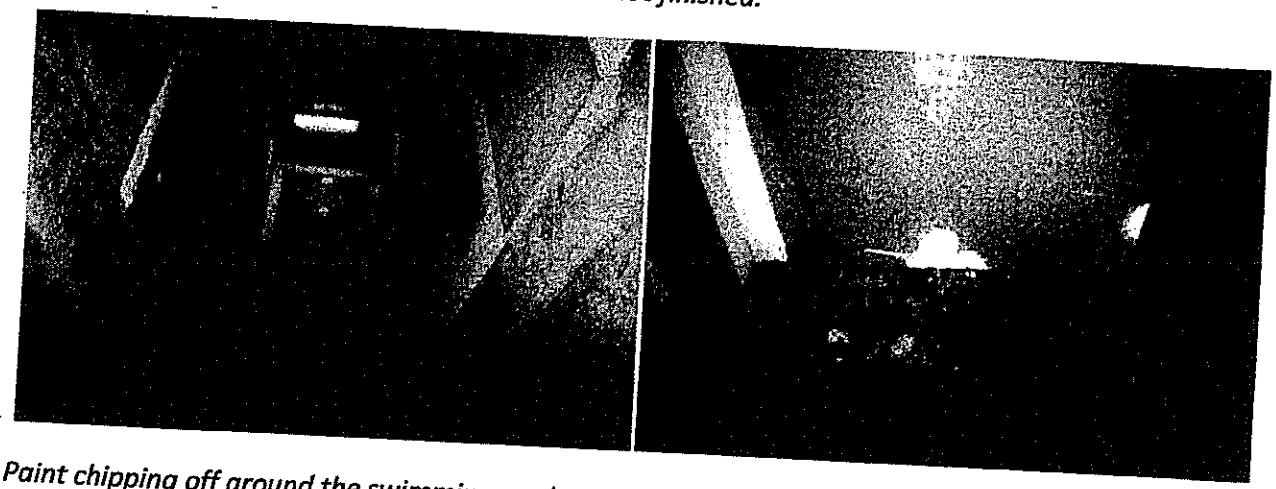
The coating is crazing in the window panel.



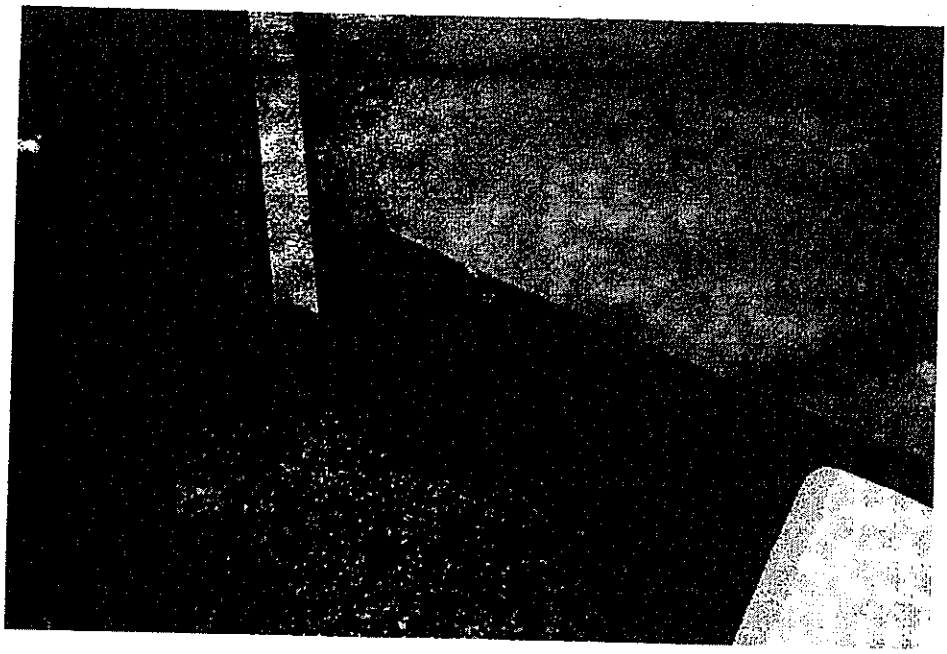
Crack in ceiling; moisture is leaking through and pooling on the floor in the level one fire escape corridor beside the swimming pool.



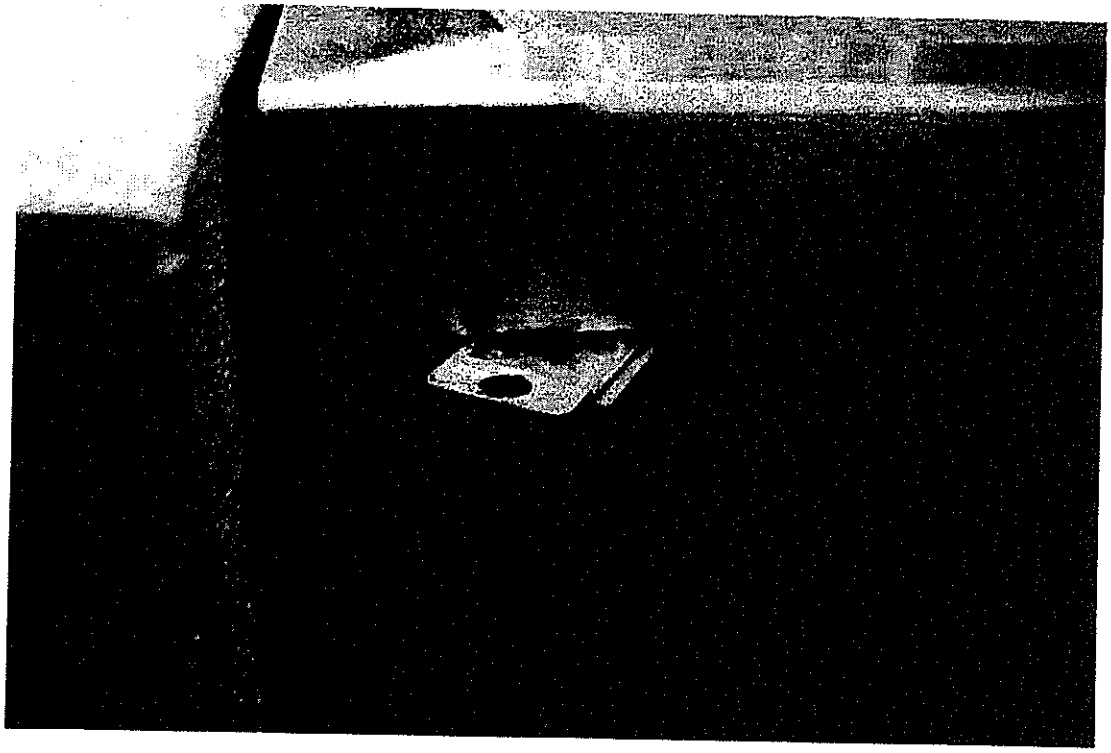
Stairwell between level -1 and 1 unpainted and not finished.



Paint chipping off around the swimming pool.

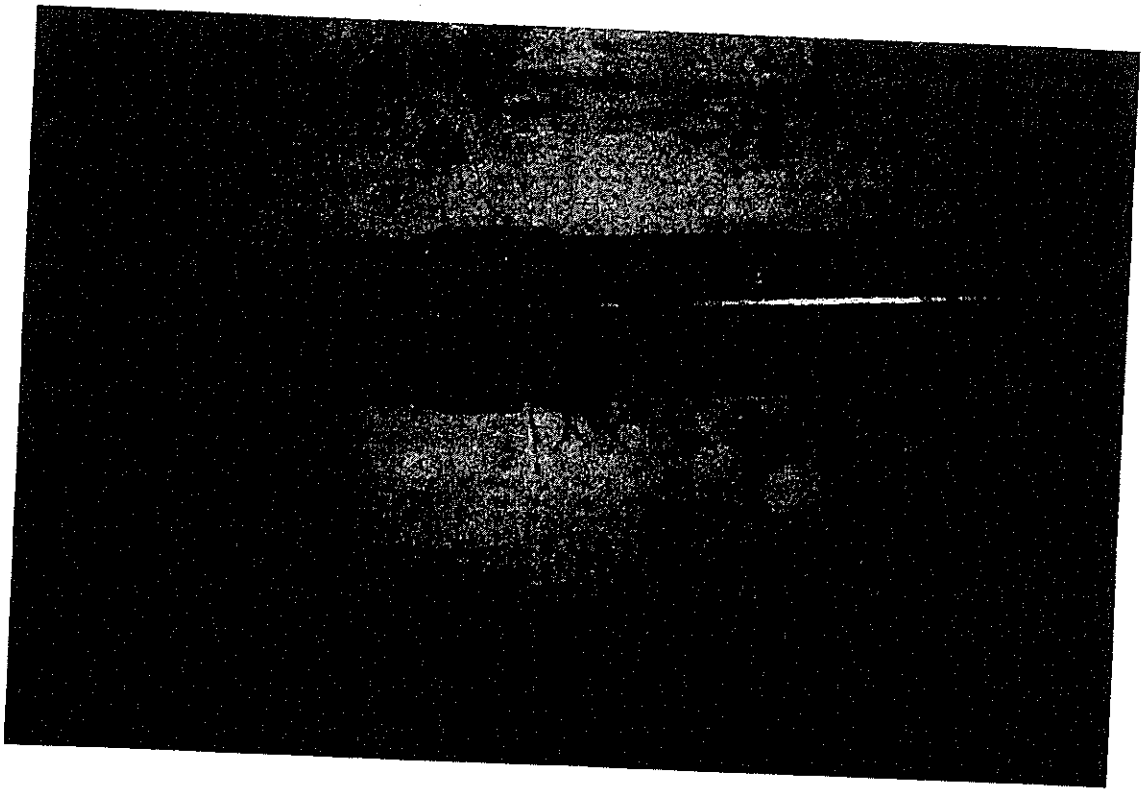


Magnetic catch coming loose on the pool filter door. This door should be locked.

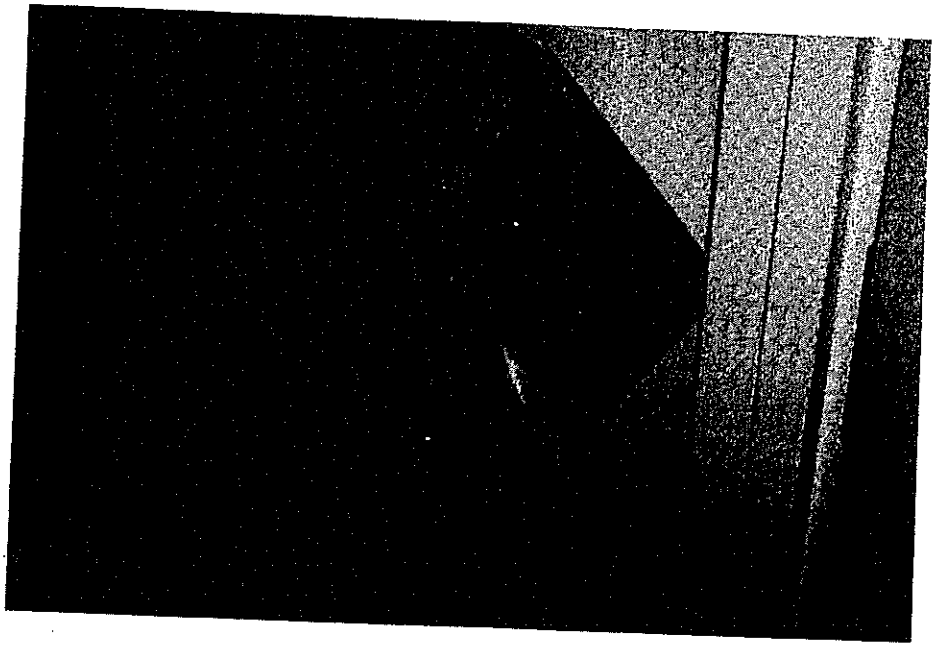


No handrail to the steps in the pool to assist with egress/ingress.

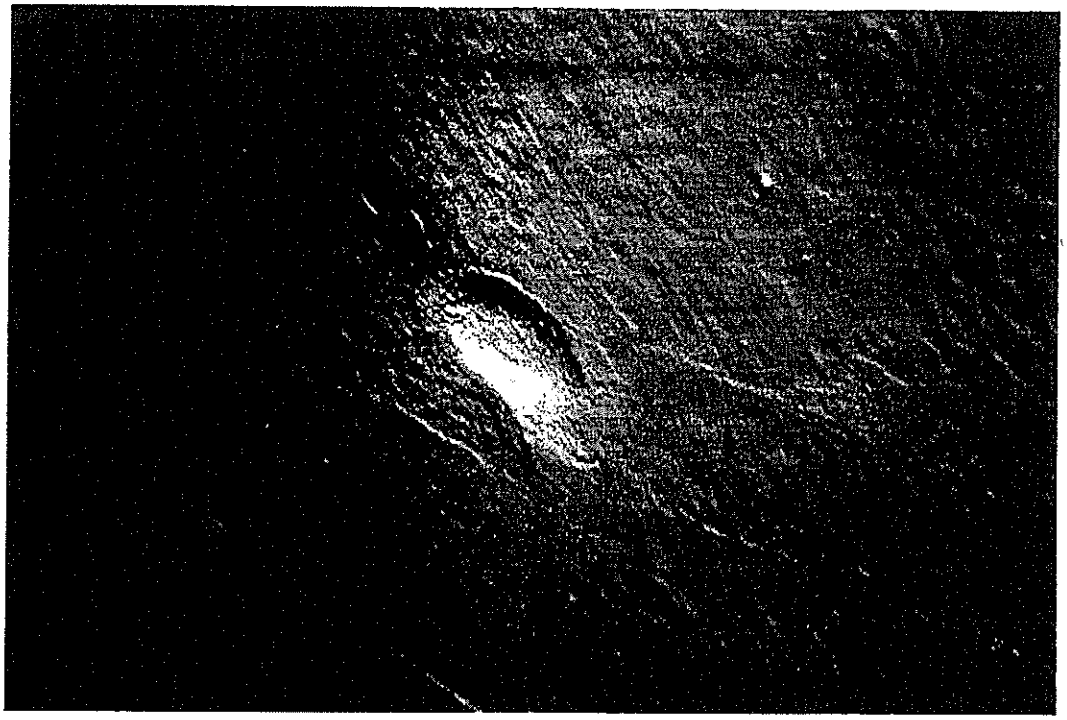
Fire main leaking in sub-basement.



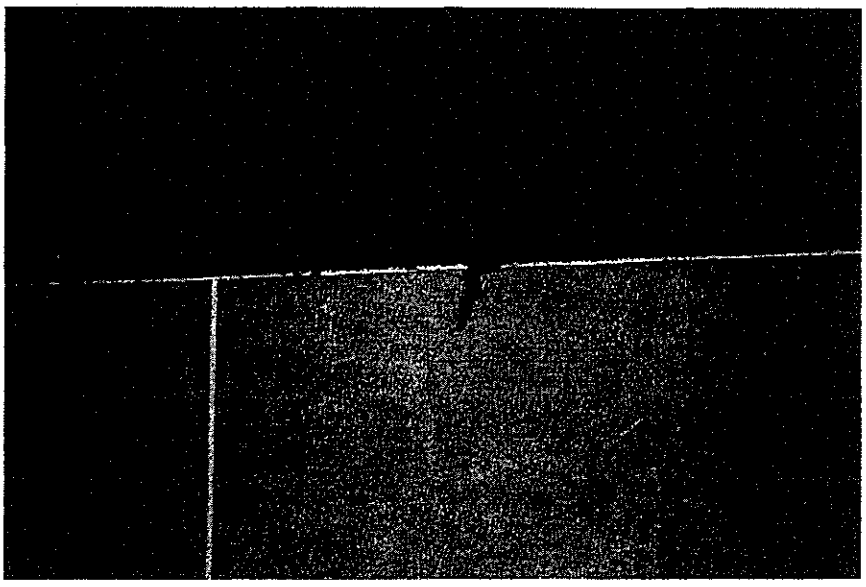
Fire extinguisher signage needs mounting around property.



Gouge out of rendering in Pod C level 5 waste and recycle room.



Carpet fraying In level 2 foyer, check the rest..



Protection coating not removed from bannisters.