EXECUTIVE COMMITTEE MEETING UP3866

Date: Wednesday, 27 March, 2013 (Meeting No. 2)

Time: 6pm

Place: Unit 69/11 Trevillian Quay, Kingston

Executive Committee Members present: Nicole Lloyd U18, Peter Whitehead U69, Paul Jones U81, Daniele Leyder U88, Rachel Chua U91, and Kerri Huston U104

Miss Nicole Robb representing Independent Body Corporate Services was also present.

Apologies: Dennis Toulis U 50.

Signage:

- No Smoking signs are being ordered
- Permanent Pool & Gym rules signage will be produced after finalisation of the House Rules. The manager will source proper signage for these areas once the rules have been sent through to her. The pool will get stickers on the pool entry gate.
- Security camera quotes are to be followed-up by the manager and forwarded to the committee.
- 'No Advertising Material' stickers will be purchased and sent to all residents for their use.

Notice Boards:

Two notice boards will be sourced and purchased for installation in the letter box area inside the foyer. These will hold information such as the House Rules, meeting notices and minutes and general Body Corporate information. Peg boards will also be sourced for residents use for lost keys etc.

Petty Cash:

There will be no petty cash held on site. The building manager can make bulk purchases of miscellaneous goods such as batteries to be stored on site for use around the complex.

Quotes:

- The quote for the pool cleaner has been accepted.
- Pool hand rails are not standard and one will need to be installed. Poolwerx to quote
- All security quotes are being followed up. This is; level 2 secure from lifts, all unsecured doors to lift pods (e.g. from car park levels) to have swipe readers or key access, additional swipe readers to exit car park and recording usage of areas.
- Night and day have been accepted for their fire stair lock change quote. The manager will have the engineer sign off on the changes and inform Night and Day.

- Slip-strips for the stairs are needed as soon as possible. Peter is discussing options with Chris (building manager) for approval by EC.

Trades Day:

This day was organised through Milin. A substantial number of defects are yet to be resolved. It is the owner's responsibility to follow up with Milin to have everything outstanding seen to and rectified.

LDC Waterfront Stakeholder meeting:

Some members of Lakefront and surrounding developments attended a meeting on the upcoming projects for the Kingston Foreshore area. There will be new developments going to Tender for the area directly opposite the entry to Lakefront and a Marina will be established. More information can be found on the website and meetings are held on a regular basis.

House Rules and Tolerance:

- A sub-committee comprising Rachel and Daniele will develop the House Rules for approval by the EC. Once the house rules are finalised by the EC they will be sent to the managing agent for distribution.
  All house rules will have a tolerance depending on the situation and frequency/number of complaints. The committee understand that residents will hold the occasional party or have more than the number of guest allowed in certain areas for certain occasions and allowances can be made.
- If a resident breaches the house rules and a complaint has been made in writing to the manager, a letter will be sent to the offending unit. If the complaint is raised again and the unit is tenanted, then the subsequent complaint letter will be sent to the owner/property manager as well as the residents. Any further complaints can be issued with a rule infringement notice. The sub-committee will again review the house rules prior to the AGM and the EC will then seek to register the house rules at the next AGM.

Executive Committee functions/communication:

- The manager will send all action requests to the Chair who will in turn forward to the committee for decision. Once a decision has been reached by the EC the Chair will reply back to the manager with the outcome.
- All afterhours callouts and misc. expenditure up to the value of $500.00 will be notified to all members but no response is required.
- The executive committee will review quotes for Office Bearers insurance to be added to the policy. The policy is with Zurich.
- The committee have a duty of care to the owners corporation to maintain the common areas with due diligence and within a reasonable time frame and to exercise care and diligence in the exercise of its functions and in accordance with due process. Each matter will be individually assessed and the committee will act accordingly to have the matter resolved reasonably. Standard decisions are given on average 10 working days to resolve and emergencies 5 working days. These are averages and may not apply to each situation. Times can be lengthened or shortened by the committee.

Meeting closed at 8.50pm

UP 3866 Executive Committee Meeting Minutes

Date: 15 May 2013

Held: 6pm 88/11 Trevillian Quay, Kingston

Members present: Nicole Lloyd (U18), Peter Whitehead (U69) Paul Jones (U81), Daniele Leyder (U88) Rachel Chua (U91) Kerri Huston (U104)

As members represented a quorum of the Executive Committee of Units Plan 3866, members could vote on matters.

1. Fire Stairs Keys

Quote for the addition of locks to gain entry to fire stairs and to specific floors from the fire stairs have now been received. These locks are necessary to provide access to residents to their apartments in the event that a lift is out of action for mechanical reasons. The key lock access has been designed so that it doesn't compromise the designed security of complex and residents will only be able to access their own apartment level with this key access.

The EC agreed that 2 keys per unit would be provided free and that unit owners could request further keys at a cost of $20.

Action: Independent to arrange for 2 fire stair keys to be provided to each unit owner/manager with notification that owners could request further keys if necessary at a cost of $20.

2. CCTV Cameras - quote

The EC discussed a quote received for the installation of further security cameras.

Action: The EC agreed in principle to the 16 channel DVR solution at a cost of $13,750 but requested that a camera also be fitted to the gym in addition to those listed. The cost of this additional camera is also approved assuming it is in line with quote already obtained. The EC agreed that Daniele would investigate to obtain more technical information about the system suggested, to make sure it will fulfill our needs.

Action: Daniele to investigate and notify EC before making final decision.

3. Emergency Service Access

Discussed and agreed that Fire Services only have emergency access to the complex. No further action on this matter.

4. Defects

The EC reviewed the defect report for common areas noting many issues had now been addressed. Outstanding issues were reviewed including issues with the podium water leaks to the main entry stairs and entry area, and leaks from the flowers beds on the eastern side of the pool. A company from Sydney will come down tomorrow to assess the issue of the leak in sub-basement, and will be working with Dennis Milin to try and fix this issue as soon as possible. The Building Managers report for April was also reviewed.

Action: Kerri to discuss possible issues with the waterproofing of the flowerbeds on the podium with the Building Manager and the builder and to consider whether the plants used are appropriate in the medium to long term to assist in ensuring that the leakage issue will not arise again.

5. Cleaners Sink

The EC agreed that a sink should be installed to assist with cleaning common areas.

Action: Independent to arrange for the installation as per the quote received.

6. Swimming Pool

Peter Whitehead met with Poolworks to discuss pool signage (yellow) and location of the handrail (as had previous been discussed with Rachel Chua). These works will now be completed as arranged.

The heating of the pool was discussed and it was agreed that heating will be turned off for the colder months. At this stage, the EC agrees that the pool heating will be turned off at the end of May and turned back on in October - the precise date in October to be determined closer to the time. The dates for turning off/on the pool heating might need revisiting next year after we have received the gas bills for this year.

Action: Independent to arrange for pool heating to be turned off at the end of May.

7. Telstra

Telstra are currently doing work to install Telstra services to the complex and will need to dig up part of the driveway. Telstra claims the replacement of the concrete will be at the expense of the complex.

The EC agreed in principle to allow Telstra to go ahead with installation. However, if the replacement of the concrete is going to be at our cost, the EC requires a quote for the replacement before giving final approval..

Action: Independent to arrange and request Telstra to provide details of their service offering (fibre or copper?/ speed available etc.) and cost of replacing the concrete.

8. Bike racks

Noted that we need more bike racks to accommodate residents' bikes. It was agreed that quotes would be obtained for the installation of bike racks to ensure that the ones installed are appropriate to the needs of the complex and are positioned in appropriate locations.

Action: Independent to seek quotes for the installation of further bike racks.

9. Notice Boards

Style of the boards and quotes received were discussed and it was agreed that we go ahead with the cheaper option with a screw lock versus a key lock - on the basis that the cheaper option would cost around $160 and there was no difference between this option and the more expensive option apart from the screw lock.

Action: Peter to report on available colours etc. Independent to arrange for these notice boards to be purchased once choice is finalised.

10. House rules

The draft rules prepared by Rachel and Daniele were discussed. The rules discussed by the EC included:

- rule 13 "the issue of a fine" be checked for validity and reworded as a 'fee'
- rule 17 (style of blinds/curtains) - some concerns raised about this rule by a couple of EC members.
- rule 22 the reference to 'Christmas light' be removed
- rule 23: keep 'as is'
- rule 25 - further inquiries to be made about tobacco smoke and examples from other complexes to be reported to the EC
- rule 33 be reworded to replace "In order" with language which emphasizes that 'security is everybody's responsibility' (or similar).
- rule 37 reference to "installation of timber floors" be removed
- rules 42 and 43: concerns expressed about the words "Vehicles that are parked in breach...through ... payment of any costs associated with doing so." Further inquiries to be made about this issue and feedback to be reported to the EC
- rule 45: no storage of any item - not just 'household' items in parking spaces etc.

Action: Further amendments to be made to the draft House Rules, following EC meeting, including general edits, etc, which will then be circulated to the EC for review.

Following this, the EC will seek to finalise a version of the House Rules for general circulation by 29 May 2013. Independent will then arrange for the distribution of/or access to this initial version of the House Rules to/by all owners, residents, property managers, the building manager and the Notice Boards. It was agreed that further changes may be made by the EC to the House Rules as issues arise. The EC will seek endorsement of the House Rules (or any amended version) at the next AGM.

11. Other Business

Resignation of Peter Whitehead from the position of chair of the EC

Due to work commitments Peter announced that he was resigning as chair of the EC but agreed to stay on as an EC member. The committee thanked Peter for all his work and service to the committee.

Daniele Leyder was elected as the new chair of the EC.

Correspondence received from residents

Action: Daniele agreed to follow-up on all outstanding correspondence received from residents.

12. Next EC Meeting: Early July, exact date to be confirmed by email.

UP 3866 Executive Committee Meeting Minutes

Date: 17 July 2013

Held: 6pm 88/11 Trevillian Quay, Kingston

Members present: Peter Whitehead (U69) Paul Jones (U81), Daniele Leyder (U88) Rachel Chua (U91) Kerri Huston (U104)

Apologies: Nicole Lloyd (U18)

As members represented a quorum of the Executive Committee of Units Plan 3866, members could vote on matters.

Agreed that Noel Mungovan attend this meeting as a special advisor to the committee.

1. **Acknowledgement of the decisions that have been made since last meeting:**
   a. Pet application for a cat at unit 12 – approved
   b. Purchase and installation of 2 notice boards
   c. Bike racks – purchase and installation of 20 bike racks
   d. CCTV cameras – approval of quote by ADT to install IP CCTV system with 12 cameras
   e. Pet application for a dog at unit 45 – approved subject to the condition that neighbours and other residents are not disturbed by the dog barking – whether or not the dog is on the balcony. If any noise complaints are received in relation to the dog, approval will be withdrawn and the dog must be removed from the property immediately.

2. **Review of financial accounts**

Issues – high usage of electricity for common areas and under-budgeted Management Fees and Building Manager costs.

Action: Noel to follow-up with the Building Manager on changing from halogen to LED bulbs where ever possible and investigate whether timers could be installed to reduce lighting in the basements at night.
Action: Daniele and Kerri to follow-up with Independent on budget and costs for the building Manager and Management fees
Action: Investigate possibility of changing budget date to align with AGM date instead of calendar year.

3. Update on CCTV cameras installation

CCTV cameras are currently being installed as per agreed locations. Daniele, Noel and the Building Manager will undertake training in use of the system.

4. Restrict access to driveway of the Lakefront building

Issue - cars are parking illegally in the entry driveway and garbage area access.
Action: Kerri to investigate how other complexes control and manage publically accessible areas of UP property.
Action: Place signs in driveway to notify that driveway is an area for pick-up/drop off only

5. Update on status of various issues

a. Non Smoking signs – have been placed throughout the complex
Action: Add another Non Smoking sign in the basement
b. Insurance to cover office bearers from 12th April until 28th September when the current insurance is due for renewal
c. Replacement of some of the black panels that had started peeling
d. Cleaners sink – has been installed
e. Telstra connection to the Lakefront building – Milin agreed to remove and replace concrete that was preventing Telstra from installing connection cabling.
f. Update on pool and gym signs - Signage installed at the pool: New Resuscitation sign and depth signs. House rules signs have been installed at the gym. House rules signs will be installed at the pool in spring.
g. Swimming pool handrail – to be fitted within the next couple of weeks
Action: Pool handrail has been installed on 18th July
h. Leak in floor of sub-basement - these are being repaired by Milin as they are noted
i. Flower beds – Investigation showed that the magnolias that were planted are suitable for the planter boxes. Possible issues with waterproofing to be dealt with where they occur.

6. Resignations from the EC

Noted that due to other commitments Dennis Toulis resigned from the EC in May and Peter Whitehead has resigned from the EC effective 18 July 2013.

On behalf of the owner corporation the EC thanked Peter for giving his time and all his hard work in addressing teething issues over the first 6 months of operation.

7. Building Reports

Building Manager's Report dated 18 June 13 was discussed.

Action: Independent to add all leaks noted to date to the Common Area Defect List. An updated Defect List to be distributed monthly to the EC with the building manager's reports.
Action: Organise repair of damaged pillar on the driveway

Action: LED lights in hallway will be used as original fittings fail.

8. **Report to the owners a list of achievements**
   Agreed that the EC report to all owners on achievements over the first 6 months of UP3866 Owners Corporation operation. This communication is also to remind owners that they are individually responsible for addressing all internal unit defects with Milin.

   Action: The EC is to prepare a report for distribution to all owners by Independent.

9. **Next Meeting**
   TBA – September

EXECUTIVE COMMITTEE MEETING UP3866

Date: Wednesday, 27 February, 2013

Time: 6pm

Place: Unit 69/11 Trevillian Quay, Kingston

Executive Committee Members present: Nicole Lloyd U18, Dennis Toulis U50, Peter Whitehead U69, Paul Jones U81, Daniele Leyder U88, Rachel Chua U91, and Kerri Huston U104

Miss Nicole Robb & Mrs. Sally Shaw representing Independent Body Corporate Services were also present.

Mr. Joe Giampaolo owner Unit 75 also attended the first part of the meeting to discuss additional CCTV cameras to be placed in the car park with signs to deter vandalism to cars as he has been affected recently.

1. **Election of Chairperson, secretary and treasurer (s.40, Unit Titles (Management) Act 2011)**

   Motion 1: *That Peter Whitehead is elected chairperson.* **CARRIED**

   Motion 2: *That Kerri Huston is elected secretary.* **CARRIED**

   Motion 3: *That Daniele Leyder is elected treasurer.* **CARRIED**

2. Mr. Joe Giampaolo addressed the committee with his concerns for his car's safety after it had been vandalised twice in the past two weeks. The committee agreed to the short term solution of his car being parked out of the way at the front of the building where it can be covered by the existing security camera until such time as cameras are installed in the car park.

3. **Financial reports:**
   These can be accessed online by the committee however the manager will also send financials every three months via email to the committee.

4. **Communication:**
   All communication from the managing agent will be sent to the committee via the Chairperson as the first point of contact and vice versa. The committee are still able to contact the managing agent with any questions or concerns about decisions.

5. **Key access to fire stairs:**
Accessing the fire stairs as an entry point was agreed by the committee with a key lock system. The managing agent is to obtain 2 quotes for the works needed then to proceed with obtaining engineers consent to allow the access.
Dennis is to investigate the possibility of this being paid for by the developer but most likely to be paid from the owners' corporation.

6. The meeting asked that the managing agent obtain the documents that give the name and company of the certifier for the building. This will be circulated to the committee.

7. The managing agent is to obtain two quotes for the upgrade of the camera system and additional cameras. This is to include signage. Once cameras have been installed a letter will be circulated to all residents advising of their presence.

8. **Security:**
The meeting asked that level two be made secure from the basement car park by way of having to swipe in the lifts to access that level. They also asked that all swipe readers record usage. It was also asked that the possibility of swiping to exit the garage be investigated in terms of cost and placement of swipe reader.
It was agreed that the cost of swipe cards be increased to $46.00 to cover all costs of supply and programming.

9. Gas metering is still an ongoing problem that owners and property managers need to make tenants aware of. There are two ways that gas for a unit is metred.
One is the gas hot water is individually metred through the water meters in each unit.
Second is the gas used for cooktops and bbq's is metred through one common metre which is invoiced to the owners' corporation and expended from the administration fund. This is as per requirements of ACTEW when the building was developed. It cannot be changed.

10. All defects for the common property that have been reported to Milin, once advised they have been rectified must be checked and signed off by Chris, the building manager. A defect and quality report will be conducted once quotes are obtained for this service.

11. No smoking signs will be purchased and placed in key areas around the complex. It is to be noted that all areas of common property are non-smoking areas including the area at the front of the complex to the road. The signs are likely to be the small grey brushed metal signs - these are to be confirmed once quotes have been obtained.

12. Two convex mirrors will be purchased and placed at the top and bottom of the ramp in the basement to reduce the chance of accidents when entering and exiting the garage.

13. All quotes for regular maintenance were tabled and considered. The following has been decided:

Gardeners – Andrew's Lawn Mowing and Grounds Maintenance
Cleaners – Maiden Cleaning Services

Lifts – Schindler as per contract already in place. Lights in lifts are to be upgraded so they do not expire as often.
Fire – Wormald Fire Services
Pool – Poolwerx – Quotes are to be obtained to install a hand rail on the stairs for the pool. Signage is to be reviewed to ensure correct and aesthetically pleasing. Managing agent is to advise Milin the depth signage has already fallen off.

14. Draft House Rules are to be sent to the committee for workshopping and approval. These will then be sent to all owners and residents for their information. At the next AGM these rules will be registered.

15. The committee approved a cat application for Unit 88

16. Two 'Caution, slippery when wet' signs will be purchased and placed in the entry foyer. Slip strips for the stairs are being investigated.

17. It was requested that one of the treadmills in the gym be exchanged (if possible) for a bike machine. This will be investigated by the managing agent.

Meeting closed 8.10pm

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**

3 NR 18/4/13

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

HOUSE RULES OF
'LAKEFRONT'

11 Trevillian Quay, Kingston
Units Plan 3866

Introduction

1. Welcome to 'Lakefront'.

2. The Owners Corporation manages the collective affairs of 'Lakefront' and in accordance with the *Unit Titles (Management) Act 2011* and has adopted rules for the management of the complex. All owners/occupiers should ensure that they are familiar with all the requirements of these House Rules (**Rules**).

3. The following Rules have been developed by the Executive Committee of the Owners Corporation for the mutual benefit of all owners/occupiers in order to maximise convenience, comfort and privacy for all. They are intended to provide for a harmonious community, based on cooperation with, and consideration of, others, to keep annoyance to a minimum, and to provide appropriate guidelines for owners/occupiers and their guests.

4. Owners must ensure that they and any tenants, occupiers or users of, or invitees to, their unit, comply with these Rules, as amended from time to time, and should specifically require their tenants or occupiers to comply with these Rules in a residential tenancy agreement or similar agreement and provide them with a copy of the Rules.

5. These Rules may be amended from time to time by the Executive Committee provided that owners/occupiers are given at least 60 days' written notice of any such amendments before they come into force. Notification of any amended Rules may be given electronically or by publication on a public noticeboard at 'Lakefront'.

INTERPRETATION

6. In these Rules:

the Act means the *Unit Titles (Management) Act 2011*;
Default rules means the rules of the owners corporation set out in Schedule 4 to the Act;
Executive Committee means the executive committee of Owners Corporation;
House Rules means these House Rules as may be amended from time to time;
'Lakefront' means the unit complex under Units Plan No. 3866 located at 11 Trevillian Quay, Kingston, ACT;
occupier, of a unit, includes a tenant or occupant as defined in the *Residential Tenancies Act 1997*, and any invitee, guest, tradesperson or licensee of an occupier of the unit;
owner, of a unit, includes an invitee, guest, tradesperson or licensee of an owner of the unit;
Owners Corporation means the owners corporation for 'Lakefront';
Rules means these House Rules and the Default rules (to the extent that the Default Rules are not inconsistent with the House Rules).

7. Unless otherwise indicated in these Rules, a word or expression in the Act has the same meaning in these Rules.

8. The Default rules continue to apply to the extent that they are not inconsistent with the whole or any part of these Rules.

COMPLAINTS

9. An owner or occupier wishing to report an infringement of these Rules that cannot be resolved personally, should report the matter in writing to:

The Body Corporate Manager
Independent Body Corporate
GPO Box 1539
CANBERRA CITY 2601

Or

bcenquiry@independent.com.au

Telephone inquiries: 02 6209 1515

10. Please note that complaints can only be acted upon if the complaint is in writing with details of the Rules infringement, the offender, and/or their unit number, together with the time and date.

11. Verbal and/or anonymous complaints cannot be acted upon.

12. Incidents that infringe, ACT laws, such as noisy parties or trespassing, especially late at night, or where personal safety is threatened, should be referred to the ACT Police. Police attendance can be requested by phoning 131 444 or 000 in an emergency.

ADMINISTRATION FEE

13. Without limiting any other rights of the Owners Corporation, the Owners Corporation may in its absolute discretion charge an administration fee of between $150 and $250 to any owner/occupier on each occasion where:

    i. the Owners Corporation has notified the owner/occupier of an infringing activity or of an infringing activity that is continuing, and requested cessation of the activity and/or that certain remedial action be taken;
    ii. the Owners Corporation has provided the owner/occupier with a reasonable opportunity for response; and
    iii. the owner/occupier has not, in the opinion of the Executive Committee, taken appropriate action to remedy the infringement.

14. Where a person who is responsible for infringing these Rules is an occupier but not an owner of a unit, the occupier and the owner will be jointly and severally liable for payment of any administration fee charged by the Owners Corporation under these Rules.

15. Notwithstanding Rule 14 above, the Owners Corporation may include any administration fee charged under Rule 13 in a levy notice issued to the relevant owner for payment.

AFTER HOURS EMERGENCIES

16. All after hours building emergencies should be reported to the Body Corporate Manager on:

0419 626 355

17. This phone is operational 7 days a week between the hours of 7am – 10pm.

HOUSE RULES

APPEARANCE

18. The appearance of 'Lakefront' is a critical component of the overall enjoyment of our environment.

19. A sense of community and general tidiness requires all owners/occupiers to assist in keeping the Common Property clean and free from litter and damage, which includes entrance foyers, car parking areas, driveways, lawns, nature strip, and landscaped gardens. (See the Rules dealing with use of 'Common Property' below).

20. To maintain the appearance of the 'Lakefront' complex, curtains or blinds must have a backing of white/off white or cream colour unless specifically approved by the Executive Committee. All such requests for approval should be forwarded in writing to the Body Corporate Manager in the first instance.

21. Temporary curtains or blinds are not permitted.

22. No window tinting or treatment that would affect the appearance of the building is permitted. Owners must seek approval for window tinting and treatments from the Executive Committee which may approve or reject any such request in its absolute discretion. All such requests for approval should be forwarded in writing to the Body Corporate Manager in the first instance.

23. Satellite dishes, other than as provided as part of the building as an amenity for all owners/occupiers, are not permitted on balconies or on any external part of the buildings which comprise 'Lakefront'.

24. Owners/occupiers should maintain their units so that other owners/occupiers are not adversely affected in terms of hygiene, appearance or value.

USE OF BALCONIES/COURTYARDS

25. No signage of any kind, including real estate signage, is permitted to be displayed on balconies or in windows.

26. No decorations (including sports banners, carnival flags or similar) are permitted on or in any external area of the building, including balconies.

27. Neither collapsible washing lines nor permanent washing structures are permitted on balconies in such a way as to be visible from outside a unit (including through a glass

balustrade on a balcony)

28. Washing, towels, bedding, rugs, mats, clothing or similar must not hang in/on any part of a balcony or the Common Property (including over a wall or balustrade/railing) in such a way as to be visible from outside a unit.

29. Owners/occupiers must ensure that second-hand smoke (in particular, from tobacco products or similar) and other noxious gases do not enter the balcony, courtyard or unit of any other owner/occupier.

30. No items are to be thrown or dropped over a balcony or into a courtyard - this includes rubbish and **cigarette butts**.

31. Owners/occupiers must not allow excess water/liquids used on their balconies, including excess water from plants watered on their balconies or from cleaning, to run into a neighbouring balcony or courtyard.

32. Balconies must not be used as storage areas.

33. No furniture or any other item may be used or stored in the courtyard to a unit in any manner that would adversely and unreasonably obscure or affect a neighbouring courtyard unit's enjoyment of the view to the Lake or the mountains.

34. No item that would adversely and unreasonably affect the enjoyment of a unit by another owner/occupier may be used or stored on a balcony or in a courtyard.

35. Wild birds or possums must not be fed from the balconies.

STRUCTURAL ALTERATIONS

36. All proposed structural changes (for example, changes to internal walls, modification to any air conditioning, heating or ventilation system or associated piping or ducting, or the installation of security screens or awnings) require approval by the Executive Committee of the Owners Corporation before any work is begun. All requests for such changes should be forwarded to the Body Corporate Manager in the first instance for circulation to the Executive Committee for a decision.

NOISE

37. Owners/occupiers should be aware that noise penetrates easily into other units, particularly through balcony doors, windows and through the floor.

38. Owners/occupiers, their guests and invitees must not at any time, make, or permit to be made, such noise (including but not limited to music or noise caused by musical instruments, television, voices, appliances or equipment) within their unit or on Common Property as might be likely to unreasonably disrupt or disturb or cause annoyance to others. In particular, owners/occupiers must ensure that noise is kept to an absolute minimum between the hours of 10pm and 7am.

39. Owners/occupiers are requested to close doors gently at all times.

40. Complaints about noise should be made in the first instance to the Body Corporate Manager.

PETS

41. Under Section 32 of the Act, **pets are not permitted** unless the Executive Committee of the Owners Corporation gives written approval. Guidelines for obtaining approval are provided at Attachment 1 to these Rules. The Executive Committee will keep under review any permission that has been given. Approval that has been granted to keep a pet can be withdrawn by the Executive Committee at any time if the pet causes a nuisance to another resident or other occupier.

42. No pets are permitted on the Common Property of 'Lakefront' at any time unless being escorted either to or from a unit and, in the latter case, such pets must be on a lead. Any damage to, or soiling of, any Common Property is the responsibility of the pet owner.

43. Permission to have a pet is not transferable to a new owner or tenant of an apartment or to current occupiers replacing an approved pet.

44. The Rules relating to pets will be strictly enforced by the Executive Committee. This requirement must be conveyed to all prospective buyers, tenants and occupiers.

ILLEGAL USE OF A UNIT

45. Owners/occupiers must not use their unit, or permit it to be used, to contravene a law in force in the ACT.

46. Owners/occupiers must not use their unit, or permit it to be used, so as to cause a hazard to any other owner/occupier.

47. Owners/occupiers must not use their unit, or permit it to be used, in a manner that causes a nuisance or substantial annoyance to any other owner/occupier.

SECURITY

48. Security at 'Lakefront' is the responsibility of all owners/occupiers.

49. All faults with the security system and/or access cards of individual owners/occupiers should be reported to the Body Corporate Manager.

50. Owners/occupiers and their guests must ensure that all security doors (including individual pod doors on levels 1 and 2) are closed and locked after entering or leaving the building.

51. Owners/occupiers should actively monitor potential unauthorised access to 'Lakefront' and, where they have concerns, report such access to the Body Corporate Manager or the Building Manager (see details below). Unknown or unauthorised persons must not be admitted to the building.

52. The Owners Corporation is unable to provide access to owners/occupiers if locked out of their unit or the building. Owners/occupiers are urged to have a contingency plan for such

an eventuality; for example, leaving an additional set of access keys with a friend or relative. Night and Day Locksmiths are available 24 hours a day on 6286 5038 to access a unit but NOT the main entry or lift. Please note that these calls are at the resident's expense.

53. The Owners Corporation accepts no responsibility for **personal property** and/or articles removed, damaged or stolen from either Common Property or individual units. If an owner/occupier is to be away for any period of time they must arrange a method to keep their letterboxes clear.

54. Security cameras are fitted in the car parks, pool area, gym, Common Property and in front of the building. These cameras must not be tampered with.

BASEMENT GARAGE AND PARKING

55. Owners/occupiers must park their vehicles only in a car space allocated to their unit and must not block or use a parking space of any other owner/occupier without their express permission.

56. Owners/occupiers must not park their vehicles on the concrete access driveway, on landscaped areas, in front of fire-doors, where they may create an obstruction to others or damage to Common Property, or in any position other than a car space allocated to their unit.

57. There are no designated visitor car spaces at 'Lakefront' and owners/occupiers must ensure that if their guests/invitees park their vehicles within the 'Lakefront' complex, they only park in a car space allocated to their unit.

58. Vehicles that are parked in breach of these parking Rules may be towed away in accordance with ACT law.

59. Owners who seek to have retractable bollards (or similar) installed in their car space to prevent unauthorised parking must first seek approval from the Executive Committee. Requests must be made in writing and should be directed to the Body Corporate Manager in the first instance.

60. Vehicles are to observe a 5kph speed limit within the complex.

61. Owners/occupiers must ensure that, if any vehicle which they own or park in the complex leaks oil, then either a preventer is placed underneath the vehicle to prevent oil staining the concrete, or appropriate measures are taken to stop the leak.

62. No storage of any item is permitted in parking spaces, under stairwells or in any area of the basement garage. These goods must be stored in the allocated storage unit ONLY.

STORAGE CAGES

63. No perishable items (such as food) or flammable items (excluding minimal quantities of such items for domestic use) should be kept in unit storage cages.

64. Owners/occupiers must not store any items on top of unit storage cages as this may obstruct

or interfere with the operation of the sprinkler system.

POOL

65. The pool is for the use of owners/occupiers and their guests between the hours of 6.00am to **10.30pm.**

66. Use of the pool is shared. Owners/occupiers and their guests are required to conduct themselves in a way that will not deter others from using it or that would cause undue noise, nuisance or annoyance to others. Loud, drunken or boisterous behaviour will not be tolerated.

67. All guests must be physically accompanied by a unit owner/occupier at all times. An owner/occupier must only have a maximum of three guests in the pool at any one time.

68. Children under 15 years of age must be physically accompanied and supervised by a responsible adult at all times.

69. No diving is permitted in the pool.

70. No running is permitted in the pool area.

71. Bathing attire is to be worn in the pool at all times. No street clothing is to be worn in the pool at any time.

72. **Smoking is NOT permitted within the pool area.**

73. No food or drink (apart from bottled water) is to be consumed within the pool area.

74. **No glass of any kind is to be taken into the pool area.** If any glass is broken in the pool it will need to be completely drained before the glass can be 'swept up' and then the pool refilled. **This is a significant cost and will be borne by the person or persons responsible.**

75. **All areas must be left clean and tidy after use.**

76. After using the pool, owner/occupiers and their accompanied guests are requested to ensure they are dry before re-entering the building and that doors are closed and locked behind them.

77. **Owner/occupiers and their accompanied guests use the facilities at their own risk.**

78. The Pool Rules must be observed at all times. Persistent offenders will be suspended from using the pool.

79. **The pool area is under 24 hour video surveillance.**

GYMNASIUM

80. Normal gym etiquette is expected in this facility, as this gym is shared. Owner/occupiers and their guests are required to conduct themselves in such a way that others will not be deterred from using it. Loud and drunken or boisterous behaviour will not be tolerated.

Persistent offenders will be suspended from using the gym and the equipment.

81. No food or drink (apart from bottled water) is permitted in the gym.

82. Users should bring their own towel and water bottle.

83. Gym users must wipe down the equipment after use and leave the equipment ready to be used by the next user.

84. No equipment is to be removed from the gym at any time.

85. All guests must be physically accompanied by an owner/occupier at all times. An owner/occupier must only have a maximum of one guest in the gym at any time.

86. Children under the age of 16 years are not permitted in the gym.

87. The gym must be left clean and tidy after use. The last person out should turn off electrical equipment such as the air-conditioning and TV before leaving.

88. Owner/ occupiers and their accompanied guests use the facilities at their own risk.

89. The Gym Rules must be observed at all times. Persistent offenders will be suspended from using the gym.

90. **The gym is under 24 hour video surveillance.**

LIFT USE FOR DELIVERIES/REMOVALS

91. Owners/occupiers must ensure that lift blankets are installed prior to their use of the lift for furniture deliveries/removals so as to avoid damage to the lift car from such activities. Owners/occupiers should contact the Building Manager (see details below) to arrange installation of the lift blankets, and they should provide at least three working days' notice of their intended use of the lift car . If it is found that blankets have not been used and the lift car is damaged, the responsible owner and/or occupier will be charged for repairs.

92. Furniture deliveries/removals using the lifts are only permitted from Monday to Saturday between 8.00am and 6.00pm.

GARBAGE

93. All garbage is to be placed down the garbage chute in the garbage room, and must be bagged and tied off in a manner that ensures that there is no seepage of waste.

94. The garbage chute and recycling bins are for domestic waste and recycling only. Under no circumstances is garbage or recycling material to be placed on the floor in the garbage room.

95. Major household items such as furniture, bedding etc. should be disposed of by occupiers at appropriate ACT Government collection areas. Details can be obtained from Canberra Connect or via http://www.canberraconnect.act.gov/CAP.

96. Owners/occupiers must only place recyclable material such as bottles, tins, plastic

containers, clean paper and boxes (flattened), in the recycling bins and must not place this material in the garbage bins. Please note that plastic bags must not be placed in recycling bins.

97. Recyclable boxes must be flattened before being placed in a recycling bin.

98. Cardboard packing cases used for removals should be returned to the removalist providing them or disposed of at a waste depot.

REAL ESTATE SIGNS

99. Fixed Real estate signs are not permitted to be installed on any Common Property.

100. Under no circumstances are fixed real estate signs to be erected in the perimeter garden or lawn area. Rectification of any damage caused as a result of the erection of real estate signs, will be the responsibility of the owner of the unit advertised for sale.

COMMON PROPERTY

101. Owners/occupiers must not use the Common Property, or permit it to be used in such a way that the use interferes with the use and enjoyment of the Common Property by any other owner/occupier.

102. **SMOKING IS NOT PERMITTED IN ANY OF THE COMMON AREAS**, including out the front of 'Lakefront'.

103. Owners/occupiers must not leave litter or rubbish on Common Property (including entrance foyer, stairwells, courtyard areas, lawns, landscaped areas, parking areas and driveways) nor allow any of their guests or invitees to do so. Owners/occupiers are responsible for ensuring that any accidental spillages by them or their guests/invitees are cleaned up immediately.

104. Owners/occupiers must not make structural alterations to the Common Property, including the installation of bike racks or other fixtures.

105. Owners/occupiers are responsible for any **damage** caused within 'Lakefront' by themselves or their guests/invitees, and for any annoyance caused by their guests/invitees to other owners/occupiers.

106. Owners/occupiers must not sit, stand or climb over garden walls or courtyard walls or stand in or walk through Common Property garden beds, particularly when accessing the pool.

107. For **safety** and to maintain the appearance of the complex, owners/occupiers must not store items in Common Property areas such as the entrance foyer, stairwells, access pathways or in vehicle parking spaces. Storage cages are provided for this purpose.

108. Any personal items left on Common Property will be removed.

109. **Shopping trolleys** must not be left in the building, on Common Property, or on the surrounding garden/grassed areas of 'Lakefront'. If shopping trolleys are brought to the complex they must be returned to the business of origin.

110. **Fire doors must not be propped open** or interfered with in any way. Fire equipment such as extinguishers and hoses, must be used only in an emergency. This Rule will be strictly enforced by the Executive Committee.

111. **Letterboxes must be emptied** of junk mail on a regular basis. Owners/occupiers are responsible to keep the mail boxes of their unoccupied units, empty.

112. **Bicycles, roller blades**, skateboards etc must not be ridden within building perimeters including on the Common Property.

113. In the interests of safety, children must not play games on Common Property driveways or in enclosed parking areas.

114. The appearance of any **graffiti** should be documented and reported to the Owners Corporation Manager or the Building Manager (see details below) as soon as possible.

115. A **gardener and cleaner** are employed to maintain Common Property areas. Owners/occupiers are requested to cooperate with the gardener, cleaner and with any other trades people who may be employed by the Owners Corporation to undertake work within the complex.

CORRESPONDENCE

116. Correspondence to the Executive Committee should be addressed to the Body corporate Manager.

117. Contact details for the Body Corporate Manager and the Building Manager for Lakefront are set out below:

BODY CORPORATE MANAGER:

Independent Body Corporate
Ground Floor, 'Unisys Building'
91 Northbourne Avenue
Turner ACT 2602

GPO Box 1539, Canberra ACT 2601

Email: bcenquiry@independent.com.au
Ph: (02) 6209 1515
Fax: (02) 6247 9567

BUILDING MANAGER:

Building Manager (Chris Blake): 0437 777 213

ATTACHMENT 1

GUIDELINES FOR APPROVAL OF PETS AT 'LAKEFRONT'

Under the Owners Corporation Articles (see paragraph 45), pets are not permitted unless the Executive Committee gives written approval.

Real estate agents managing the sale or rental of apartments in the complex should be aware that a condition of residency in 'Lakefront' is that pets cannot be accepted unless formal permission has been granted. This requirement should therefore be conveyed to all prospective buyers and tenants. Tenants must seek approval from the owner of the residence before applying.

The Body Corporate Manager/Executive Committee will maintain a register of approved pets and keep under review all permissions granted. Approval can be withdrawn at any time if a pet is deemed to be causing a nuisance.

The pet Rules are enforced by the Executive Committee and are designed to ensure the happy co-existence of all occupiers, whether human or not.

- Pets must be registered (if applicable), comply with all requirements of ACT pet regulations and where appropriate, be micro-chipped.
- Any damage or soiling of Common Property is the responsibility of the pet owner.
- Dogs are to be kept on a leash when entering and exiting the building.
- Cats must be kept inside the apartment at night and, at all times, must not be allowed to enter or soil any Common Property or any other owner's property.
- Permissions are pet specific. In other words, a permission granted to a pet is not transferrable to a new owner or tenant of an apartment, or to current occupiers replacing an approved pet.

If you would like to have a pet in your apartment, and are prepared to comply with the conditions above, please provide the following information to the Body Corporate Manager, who will then submit your request for approval to the Executive Committee.

- If you are a tenant, proof of approval from the Unit Owner/Property Manager
- Pet owners name, address and contact details
- Pet species and breed
- Name, age, sex (including whether de-sexed or not), colour
- Micro-chip number
- Dog registration number
- Emergency contact numbers (e.g. owners, vets)

The Executive Committee
Units Plan 3866
'Lakefront'

MINUTES OF THE INAUGURAL MEETING OF THE OWNERS OF UNITS PLAN 3866 LAKEFRONT KINGSTON ISLAND 11 Trevillian Quay, Kingston, ACT

HELD: Independent Body Corporate, Ground Floor, "Unisys Building", 91 Northbourne Ave, TURNER ACT 2612.

TIME: 6 November 2012 at 5.15pm.

PRESENT: Mr Chris Klose representing KIDC(ACT) Pty Ltd
Mary Mond representing Independent Body Corporate.

QUORUM: A quorum was declared and the meeting proceeded.

CHAIRMAN: Mr Klose took the role of chairman.

BUSINESS:

Mr Klose advised the meeting that the development situated at Block 2 Section 62 Division Kingston consisting of 145 lots as registered at the Office of Regulatory Services as Units Plan 3866.

The meeting agreed it was necessary to put into effect certain requirements of the Unit Titles (Management) Act 2011 (the Act).

COMMON SEAL:

It was unanimously resolved that a common seal be purchased and until the first annual general meeting shall only be affixed to certificates given in pursuant to Section 119 of the Act.

INSURANCE:

The chairman advised that the building had been insured through JV Business Insurance Pty Ltd with Zurich Insurances Limited as follows:

Buildings:	$45,000,000-00
Public Liability:	$20,000,000-00
Workers Comp	As per Act

MANAGING AGENT:

BODY CORPORATE MANAGEMENT AGREEMENT

PARTIES:

The Owners – Units Plan *(referred to in this Agreement as the "Owners Corporation")*	**Independent Body Corporate (Services) Pty Limited** *(referred to in this Agreement as "Independent")*
ABN No.	**ACN No. 143 715 986**
Development Name - **Lakefront, Kingston Island**	of 91 Northbourne Avenue, Turner ACT 2612
Development Address - **11 Trevillian Quay, Kingston ACT 2604**	Phone: 6209 1515 Fax: 6247 9567 Email: bcenquiry@independent.com.au

PARTICULARS:

1	Term of Contract:	**2 years** from the Commencement Date
2	Date of Commencement:	**September 2012**
3	Date of Expiry:	**September 2014**
4	Rate of Increase (%)	% per annum
5	Agreed Services Fee:	**$40,000.00** (inclusive of GST) – Year 1 and **$42,000.00** (inclusive of GST) – Year 2
6	Fee Payment Method	**Monthly**

1 DEFINITIONS

In this Agreement:

- **Act** means the *Unit Titles (Management)Act 2011* (ACT).
- **Additional Services** means the services set out in Schedule B to this Agreement.
- **Agreement** means this agreement and includes any annexure or schedule to it.
- **Agreed Number of Executive Committee Meetings** means **4** executive committee meetings per year.
- **Agreed Services** means the services set out in Schedule A to this Agreement.
- **Common Property** means that part of the Units Plan which comprises the common property as defined in section 13 of the Act.
- **Units Plan** means Units Plan.

2 APPOINTMENT OF INDEPENDENT

The Owners Corporation appoints Independent, and Independent accepts the appointment, to perform the Agreed Services and any Additional Services which may be agreed to by Independent, on the terms and conditions set out in this Agreement.

3 TERM OF APPOINTMENT

Upon the expiry of the Initial Term this Agreement will automatically be extended for a further 12 month period unless terminated in accordance with either clause 8 or clause 9.

4 DUTIES OF INDEPENDENT

a) Independent will use all reasonable endeavours to perform the Agreed Services in a proper and skilful manner. The Agreed Services are included in the Management Fee.

b) Independent may, if requested by the Owners Corporation, agree to perform the Additional Services for an additional fee as set out in Schedule C to this Agreement.

c) In carrying out the Agreed Services and, when requested, Additional Services, Independent will comply with and carry out all reasonable and lawful directions of the Owners Corporation.

5 DUTIES OF THE OWNERS CORPORATION

The Owners Corporation will:

It was resolved that Independent Body Corporate be appointed the managing agent in accordance with the attached agreement, noted as Attachment A.

BANK ACCOUNT:

The meeting unanimously resolved that the Corporation should operate a business cheque account with the St George Bank.

PLANS & CERTIFICATES:

It was noted that under the Unit Titles (Management) Act 2011 Schedule 3 Part 3.4 the Developer will provide the owners corporation with the following documents prior to the first annual general meeting:

(a) The statutory books and records of the corporation up to the date of the meeting (Managing Agent to arrange)
(b) Any insurance policy issued in the name of the corporation (Managing Agent to arrange)
(c) Any plans, specifications, diagrams or drawings that relate to the design or service of the unit or common property of the units plan. (Preferably in electronic format).
(d) A copy of any contract entered into by the corporation that relate to the common property of the units plan
(e) Any warranty that relates to the common property of the units plan
(f) The corporations seal (Managing Agent to arrange).
(g) Any other document that relates to the units or common property of the units plan.
(h) Any modification to Articles that had been circulated with the contracts of sale.

It was further agreed that the unit plan, certificate of title for the common property would be handed to the managing agent for safe keeping.

COMMITTEE:

It was noted that in accordance with the Act and until the first annual general meeting the Committee should consist of all members of the Corporation.

BUDGET:

The chairman advised that the hot water service was centralised with all costs to be borne by the owners corporation. This item had not been accounted for in the draft budget with the contract of sale as this fact was not known. The chairman presented a

proposed budget for the period 6 November 2012 to 28 February 2013 which was unanimously confirmed and adopted as is:

Accounting	$ 300-00
Bank Fees	$ 150-00
Building Manager	$ 20,000-00
Cleaning	$ 25,000-00
Contingencies	$ 600-00
Electricity	$ 12,000-00
Fire Control	$ 2,000-00
Garage	$ 500-00
Garbage Collections	$ 2,000-00
Garden Care	$ 5,000-00
Gas (Pool)	$ 2,500-00
Gas (Hot Water)	$ 12,000-00
IBC Management	$ 13,300-00
Insurance	$ 35,000-00
Lift Maintenance	$ 3,000-00
Pool Maintenance	$ 4,000-00
Gym Maintenance	$ 1,000-00
Repairs & Maintenance	$ 3,000-00
Set Up	$ 1,000-00
Sinking Fund Forecast	$ 3,500-00
Telephone	$ 850-00
Water Consumption	$ 9,000-00
Total Administration Fund	**$ 155,700-00**
Sinking Fund	**$ 15,570-00**
Total Contributions	**$ 171,270-00**

A cheque payable to Proprietors of Unit Plan 3866 of **$171,270-00** would be passed to the managing agents at the first opportunity.

ARTICLES (RULES)

It was noted that under the Unit Titles (Management) Act 2011 changes to the Rules could not be made until the First Annual General Meeting. Any amendments to Articles that had been circulated with the contract would be sought to be modified at the First Annual General Meeting.

First Annual General Meeting

It was noted that the First Annual general meeting must be held within 90 days of registration of the unit plan and will be held in January 2013

The mailing address for the body corporate would be registered as GPO Box 1539, Canberra City ACT.

CLOSURE: There being no further business the meeting closed at 5.45pm

BODY CORPORATE MANAGEMENT AGREEMENT

NDEPENDENT

PARTIES:

The Owners – Units Plan *(referred to in this Agreement as the "Owners Corporation")*	**Independent Body Corporate (Services) Pty Limited** *(referred to in this Agreement as "Independent")*
ABN No.	**ACN No. 143 715 986**
Development Name - **Lakefront, Kingston Island**	of 91 Northbourne Avenue, Turner ACT 2612
Development Address - **11 Trevillian Quay, Kingston ACT 2604**	Phone: 6209 1515 Fax: 6247 9567 Email: bcenquiry@independent.com.au

PARTICULARS:

1	Term of Contract:	**2 years** from the Commencement Date
2	Date of Commencement:	**September 2012**
3	Date of Expiry:	**September 2014**
4	Rate of Increase (%)	% per annum
5	Agreed Services Fee:	**$40,000.00** (inclusive of GST) – Year 1 and **$42,000.00** (inclusive of GST) – Year 2
6	Fee Payment Method	**Monthly**

1 DEFINITIONS

In this Agreement:

- **Act** means the *Unit Titles (Management)Act 2011* (ACT).
- **Additional Services** means the services set out in Schedule B to this Agreement.
- **Agreement** means this agreement and includes any annexure or schedule to it.
- **Agreed Number of Executive Committee Meetings** means **4** executive committee meetings per year.
- **Agreed Services** means the services set out in Schedule A to this Agreement.
- **Common Property** means that part of the Units Plan which comprises the common property as defined in section 13 of the Act.
- **Units Plan** means Units Plan.

2 APPOINTMENT OF INDEPENDENT

The Owners Corporation appoints Independent, and Independent accepts the appointment, to perform the Agreed Services and any Additional Services which may be agreed to by Independent, on the terms and conditions set out in this Agreement.

3 TERM OF APPOINTMENT

Upon the expiry of the Initial Term this Agreement will automatically be extended for a further 12 month period unless terminated in accordance with either clause 8 or clause 9.

4 DUTIES OF INDEPENDENT

a) Independent will use all reasonable endeavours to perform the Agreed Services in a proper and skilful manner. The Agreed Services are included in the Management Fee.

b) Independent may, if requested by the Owners Corporation, agree to perform the Additional Services for an additional fee as set out in Schedule C to this Agreement.

c) In carrying out the Agreed Services and, when requested, Additional Services, Independent will comply with and carry out all reasonable and lawful directions of the Owners Corporation.

5 DUTIES OF THE OWNERS CORPORATION

The Owners Corporation will:

a) pay the Management Fee in accordance with clause 7;

b) provide Independent with copies of all documents reasonably necessary to enable Independent to carry out the Agreed Services and, where requested, Additional Services;

c) nominate a representative to be the point of contact with Independent and ensure, to the extent reasonably practicable, all communications are directed through that person;

d) as and when requested by Independent, effect all necessary service agreements for equipment normally the subject of a service agreement; and

e) pay (or reimburse Independent) for all disbursements including venue hire, materials and parts used or supplied, or third party contractors reasonably engaged, in carrying out the Agreed Services or Additional Services.

6 THIRD PARTY CONTRACTORS

The Owners Corporation authorises Independent to, on behalf of the Owners Corporation, engage any third party contractors reasonably necessary to provide the Agreed Services (or part of them) or, where requested, the Additional Services. Except in the case of an emergency, Independent shall obtain agreement from the Owners Corporation prior to engaging any third party contractors. The Owners Corporation agrees to reimburse Independent for all costs associated with those third party contractors.

7 MANAGEMENT FEE

a) The Management Fee is payable in monthly instalments, upon receipt of a tax invoice from Independent.

8 TERMINATION BY THE OWNERS CORPORATION

The Owners Corporation may terminate this Agreement:

a) at the end of the Initial Term, by giving notice in writing not less than 3 months' prior to the end of the Initial Term to Independent that it does not wish the Agreement to be automatically extended;

b) immediately by notice in writing to Independent if Independent fails or neglects to carry out the Agreed Services or any Additional Services which it has agreed to provide and:

   i) the Owners Corporation has given notice in writing requiring Independent to rectify the breach within 28 days; and

   ii) Independent has failed to rectify the breach;

c) immediately by notice in writing to Independent if Independent is guilty of gross misconduct or gross negligence in the performance of the Agreed Services or any Additional Service which it has agreed to provide; or

d) immediately by notice in writing to Independent if Independent has a liquidator, receiver or administrator appointed, other than where the appointment is for the purpose of reconstruction or amalgamation of its business.

9 TERMINATION BY INDEPENDENT

Independent may terminate this Agreement:

a) immediately by notice in writing to the Owners Corporation if the Owners Corporation fails or neglects to carry out its duties pursuant to clause 5 and:

   i) Independent has given notice in writing requiring the Owners Corporation to rectify the breach within 28 days; and

   ii) the Owners Corporation has failed to rectify the breach;

b) immediately by notice in writing to the Owners Corporation if the Owners Corporation fails to pay Independent the management fee or other money payable in accordance with this Agreement for 28 days after the payment is due;

c) immediately by notice in writing to the Owners Corporation if any person applies to vary the Crown lease for the Land pursuant to section 166 of Act;

d) immediately by notice in writing to the Owners Corporation if any person applies to cancel the Units Plan pursuant to section 160 of the Act; or

e) at any time for no reason by giving 28 days' notice in writing to the Owners Corporation.

10 DISCLOSURE

Independent may receive rebates, commissions or discounts from third party suppliers. All such rebates, commissions or discounts that are in place at the date of this Agreement are set out in Schedule D to this Agreement.

11 LIMITATION AND INDEMNITY

a) The Owners Corporation acknowledges that Independent is providing management services only and is not obliged nor qualified to provide specialised advice such as legal or accounting advice. Independent may, as reasonably necessary and subject to instructions from the Owners Corporation, engage suitably qualified experts to provide any necessary advice.

b) The Owners Corporation releases and indemnifies Independent from (however caused):

i) any loss or damage arising out of a breach of the articles of the Owners Corporation (as defined in the Act), the Act or any other contract or law by any unit owner, tenant, visitor, invitee; licensee or contractor on the Common Property or any of the units in the Units Plan;

ii) any injury or death of any person on the Common Property or any of the units in the Units Plan;

iii) any claim made against Independent by any third party arising out of Independent's provision of the Agreed Services or the Additional Services; and

iv) any loss or damage to property of Independent on the Common Property or any of the units in the Units Plan,

except where the loss or damage was directly caused solely by the negligence or wilful breach of this Agreement by Independent.

12 NOTICES

Notices can be given by any one of the following means:

a) by sending it by pre-paid post or delivering it by hand to the address specified in this Agreement for the party, and in either case the notice will be deemed to be received on the day following delivery that is not a weekend or a public holiday in the Australian Capital Territory; or

b) by sending it by facsimile transmission to the facsimile number of the party, in which case the notice will be deemed to be received when the facsimile has been successfully transmitted.

OWNERS CORPORATION

The common seal of the Owners Corporation was affixed on 6TH NOVEMBER 2012 in the presence of the following persons authorised in accordance with the articles of the Owners Corporation:

Signature: John Pooley

Name: John Pooley

Position: Chairman

Signature: _____

Name: _____

Position: _____

INDEPENDENT

Signed on behalf of Independent by:

Signature: _____

Name: Lorraine HENDERSON

Position: ADMIN MANAGER

In the presence of (witnessed by):

Signature: _____

Name: MARY WOOD

COMMON SEAL

INDEPENDENT BODY CORPORATE (SERVICES) PTY LIMITED

SCHEDULE A – AGREED SERVICES

The following services are the Agreed Services and includes all time reasonably necessary to perform the services listed EXCEPT THAT where a service or task is specifically listed as an Additional Service in Schedule B or where a rate is specified for the service or task in Schedule C, it does not form part of the Agreed Services. Independent will charge separately for disbursements incurred in carrying out the Agreed Services.

ACCOUNTING

- Managing the funds of the Owners Corporation, including:
  - paying invoices on behalf of Owners Corporation (including Independent's fees and expenses under this Agreement);
  - issuing levy notices for standard levies; and
  - monitoring recovery of levy arrears.
- Preparing, and (where applicable) filing, accounts and budgets, including:
  - financial statements for each executive committee meeting;
  - financial statements and levy status report as and when reasonably required for general meetings;
  - any annual tax return required by law; and
  - annual administrative fund and sinking fund budgets.

INSURANCE

- Assisting the Owners Corporation in arranging insurance as required under the Act, including:
  - arranging, on instructions, valuations for new policies or renewals as required; and
  - obtaining quotes as requested.
- On request from the Owners Corporation, preparing and lodging routine insurance claims. Note that where preparation and lodgement of the insurance claim takes more than 15 minutes or is in excess of $5,000.00, the claim is not routine and will be an Additional Service.

SECRETARIAL

- Maintaining the corporate register and minute book including electronic rolls.
- Maintaining an up to date correspondence file.
- Recording and retaining notices received by the Owners Corporation under section 71 of the Act.
- Administering the use of the common seal.
- Attending to routine communication with the executive committee or unit owners via fax, email, verbal, letter etc.

MEETINGS

- Preparing and distributing notices of annual general meetings.
- Attending annual general meetings held at Independent's premises (or other venues by agreement), including after hours' attendance except where the Units Plan consists of 15 or fewer units in which case all meetings will be held during office hours.
- Attending the Agreed Number of Executive Committee Meetings. Where the Units Plan consists of 15 of fewer units all executive committee meetings will be held during office hours. For larger Owners Corporations, after hours meetings can be arranged by agreement.
- Preparing and distributing minutes of annual general meetings.
- Arranging venue for meetings where necessary.

ARTICLES

- Answering routine queries about rights and obligations of the Owners Corporation and individual unit owners.

REPAIRS & MAINTENANCE

- Arranging for appropriately qualified contractors to undertake routine repairs to and maintenance of the Common Property.
- Advising the Owners Corporation of any correspondence, reports, enquiries or complaints regarding the Common Property. This includes advising the Owners Corporation of any matters brought to Independent's attention regarding parts of the Common Property that are unsafe or in need of repair, but does not extend to an obligation to perform inspections of the Common Property.

AFTER HOURS CONTACT

- After hours contact - between the hours of 7.00 am and 10.00 pm on 0419 626 355.

SCHEDULE B – ADDITIONAL SERVICES

EXECUTIVE COMMITTEE MEETINGS

- Preparing and distributing notices of executive committee meetings.
- Attending executive committee meetings in excess of the Agreed Number of Executive Committee Meetings.
- Preparing and distributing minutes of executive committee meetings.

GENERAL MEETINGS OTHER THAN THE ANNUAL GENERAL MEETING

- Preparing and distributing notices of additional general meetings.
- Attending additional general meetings.
- Preparing and distributing minutes of additional general meetings.

REPAIRS AND MAINTENANCE

- Arranging building inspections and reports for non-routine maintenance.
- Arranging (including, as directed, obtaining quotes or executing contracts) for appropriately qualified contractors to undertake non-routine repairs and maintenance.
- Attending to out of hours call outs.

INSURANCE

- Preparing and lodging non-routine insurance claims.
- Administering claims and other activities involved in minimisation of loss, liaison with loss adjustors.

ACCOUNTING

- GST related activities (including checking tax invoices, supplying ABN details and BAS preparation and lodgement).
- Additional financial reports or reports prepared to specific requirements.
- Assisting an auditor if applicable.
- Issuing levy notices for non-standard levies.

SECTION 119 CERTIFICATES

- Providing section 119
- Certificates or attending to requisitions.

GENERAL

- Briefing solicitors or representing the Owners Corporation in any disputes (including mediation, adjudication, arbitration, tribunal or court proceedings).
- Briefing solicitors in relation to provision of non-dispute related advice.
- Assisting the Executive Committee in drafting, amending or reviewing the articles of the Owners Corporation as defined in the Act.

SCHEDULE C – ADDITIONAL SERVICES RATES

Additional Service Rates

Professional & Administration Fees*

No.	Item	Charge per unit (GST Incl.)	Unit
1.	Attend executive committee meetings (in excess of the Agreed Number of Executive Committee meetings) during office hours	$110.00 $55.00	First Hour Each subsequent hour
2.	Attend executive committee meetings (in excess of the Agreed Number of Executive Committee meetings) outside office hours	$220.00 $110.00	First Hour Each subsequent hour
3.	Prepare & distribute executive committee meeting minutes to all owners for meetings in excess of the Agreed Number of Executive Committee meetings	$3.30	Per owner
4.	Prepare & distribute notice of general meeting (other than the annual general meeting)	$4.40	Per owner
5.	Attend general meetings during office hours (other than the annual general meeting)	$110.00 $55.00	First Hour Each subsequent hour
6.	Attend general meetings outside office hours (other than the annual general meeting)	$220.00 $110.00	First hour Each subsequent hour
7.	Prepare & distribute minutes of general meeting (other than the annual general meeting)	$3.30	Per owner
8.	Attending meeting with executive committee or contractors during office hours	$110.00	Per hour or part thereof (Plus travel time)
9.	Attending meeting with executive committee or contractors outside office hours (weekdays)	$110.00	Per hour or part thereof (Plus travel time)
10.	Attending routine onsite inspections as directed by the Committee (additional charges are applicable in accordance with No 31)	$110.00	Per hour charged in 15 min intervals +
11.	Prepare and lodge non-routine insurance claims in excess of $5,000.00 or which take more than 15 minutes to prepare	$110.00	Per hour charged in 15 min intervals
12.	Additional financial reports or reports prepared to specific requirements	$110.00	Per hour charged in 15 min intervals
13.	Assist auditor in providing accounts and records for audit	$110.00	Per hour charged in 15 min intervals
14.	Issue levy notice – non-standard ie: special levy notice	$1.10	Per owner
15.	Provide information to solicitors in relation to applications for mediation, adjudication and/or tribunal orders	$110.00	Per hour charged in 15 min intervals
16.	ACT Civil & Administrative Tribunal and/or Court documentation/appearance	$220.00	Per hour charged in 15 min intervals
17.	Assist the executive committee in drafting Articles, amendments to Articles, & Article reviews	$110.00	Per hour charged in 15 min intervals
18.	Issue non-standard communication i.e.: notice to all owners/residents, issue of house rules etc in excess of 2 per year	$2.20	Per letter
19.	Renewal of lease or change in units of entitlement	$220.00	Per unit. A minimum change of $2750.00 (plus costs)
20.	Change to lease purpose clause	$220.00	Per hour charged in 15 min intervals
21.	Adjourned/other meeting charge	$110.00 $220.00	Per hour or part thereof during business hours Per hour or part thereof after hours
22.	Attending property weekends or public holidays	$330.00	Per hour or part thereof (plus travel time)
23.	Attending meetings weekends or public holidays	$330.00	Per hour or part thereof (plus travel time)
24.	After hours call out	$330.00	Per hour or part thereof (plus travel time)
25.	Lodgement of taxation return	$180.00	Per return
26.	Lodgement of quarterly BAS	$150.00	Per statement
27.	Section 119 certificates and requisitions	$150.00	At cost (paid by the applicant
28.	Levy arrears notices (to be recharged to defaulting owner):	$55.00 $110.00 $110.00	2nd Reminder Letter 3rd Reminder Letter Final Notice
29.	Issuing of Rule/ Article Infringement notices (to be recharged to defaulting owner)	$110.00 $165.00	Per letter – 1st Infringement Notice Per letter – Any Subsequent/Final Notices
30.	Assistance with management of building defects	$165.00	Per hour charged in 15 min intervals
31.	Produce and maintain action list/ spread sheet.	$220.00	Per hour charged in 15 min intervals
32.	Major project coordination (ie: carpet replacement, internal/external painting, fence replacement, etc)	$220.00	Per hour charged in 15 min intervals

*These fees have been negotiated between the parties to agreement

The Owners Unit Plan No:
Date: September 2012

INDEPENDENT BODY CORPORATE (SERVICES) PTY LIMITED

SCHEDULE D – DISCLOSURE SCHEDULE

Name of supplier	Amount/percentage of rebate, discount or commission	Other information relating to the disclosure
CHU Underwriting Agencies Pty Ltd	20%	Of the base commission
SUU Underwriting	20%	Of the base commission
Body Corporate Brokers	15%	Of the base commission

Owners Corporation - Units Plan [insert number]

Owners Corporation Articles

LAKEFRONT
KINGSTON ISLAND

1. Definitions and interpretation

1.1 Definitions

In these articles:

(a) ***Act*** means the *Unit Titles Act* 2001.

(b) ***executive committee representative*** means a person authorised in writing by the executive committee under article 11.

(c) ***owner, occupier or user***, of a unit, includes an invitee or licensee of an owner, occupier or user of a unit.

(d) ***territory*** means the Australian Capital Territory.

(e) ***unit*** includes a unit subsidiary.

1.2 Interpretation

A word or expression in the Act and the *Unit Titles Regulation* 2001 has the same meaning in these articles.

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

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

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

4. Erections and alterations

(a) A unit owner shall not except in accordance with the written permission given by the executive committee and in accordance with the provisions of any law in force in the territory applicable in the circumstances erect or alter any structure in or on their unit.

(b) Timber/tiled/polished concrete floor finishes are required to be designed by an accredited acoustic consultant prior to installation and following installation certification of the installation must be provided to the owners corporation.

(c) Due to fire safety requirements, under no circumstances may fly screens or security screens be installed on unit balcony or entry doors. In addition, a unit owner must not make any alteration or modification to their unit or balcony doors or windows, including the installation of deadlocks, without the prior approval of the executive committee.

(d) If a unit owner wishes to erect or alter any structure in or on their unit or if a unit owner wishes to change the use of their unit, they must, at their own cost and prior

to the execution or alteration, obtain and provide the owners corporation with a fire consultants report in relation to the effect that the erection, alteration or change of use will have on the building's fire safety systems.

5. Use of common property

(a) 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.

(b) A unit owner must not dispose of any refuse or rubbish on the common property except in receptacles provided for that purpose. If a unit owner soils or dirties any part of the common property, the unit owner must clean that part of the common property at the unit owner's cost and expense.

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. A unit owner must not store any hazardous, dangerous or flammable materials in a unit.

7. Use of unit—nuisance or annoyance

(a) 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.

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

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

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

8. Noise

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

(b) This article does not apply to the making of a noise if the executive committee has given the person responsible for making the noise written permission to do so.

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

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

9. Animals

(a) A unit owner may keep, or permit to be kept, up to 2 small and quiet dogs, cats or birds within the unit without the consent of the executive committee or the owners corporation.

(b) Permission for keeping of other animals may be given subject to stated conditions

by the executive committee.

(c) Permission for a unit owner to keep animals (including those permitted under article 9(a)) may be withdrawn by special resolution of the owners corporation.

10. 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 territory.

11. What may an executive committee representative do?

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

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

(ii) carry out any maintenance required under the Act or these articles;

(iii) do anything else the owners corporation is required to do under the Act or these articles.

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

(c) An executive committee representative is not authorised to do anything in relation to a unit mentioned in paragraph (a) unless:

(i) the executive committee or the representative has given the owner, occupier or user of the unit reasonable notice of his or her intention to do the thing; or

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

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

12. Seal of owners corporation

12.1 Sealing of documents

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

(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.

LAKEFRONT
KINGSTON ISLAND

12.2 Managing agent may affix seal

The common seal may be attached to certificates under Section 75 of the Act by the managing agent of the owners corporation without following the procedure in article 12.1.

13. Recovery of legal fees

If the owners corporation incurs legal fees as a result of the conduct of a unit owner (including the recovery of a debt owed to the owners corporation), the unit owner shall be liable to pay to the owners corporation the amount of the legal fees incurred by the owners corporation in undertaking legal action against the unit owner.

14. Signage

(a) Unit owners are not permitted to display any signs in any visible external windows to their unit or on the common property except with the prior approval of the executive committee.

(b) Without limiting paragraph (a), signs including real estate "for sale" and "to let/lease" signs are not permitted to be erected on the common property unless permission is given by the executive committee.

15. Balconies and floors

(a) A unit owner must not overload any floors or balconies and observe the maximum floor loading and any maximum load limits in the common property and their unit.

(b) The owner must not utilise the balconies for the purposes of hanging or drying laundry.

16. Air conditioning

(a) All unit owners will be responsible for the repair and maintenance of the air conditioning system that services their unit, notwithstanding the fact that part of the air conditioning plant may be located on the common property.

(b) The owners corporation will not be responsible for contributing to the repair and maintenance of air conditioning plant.

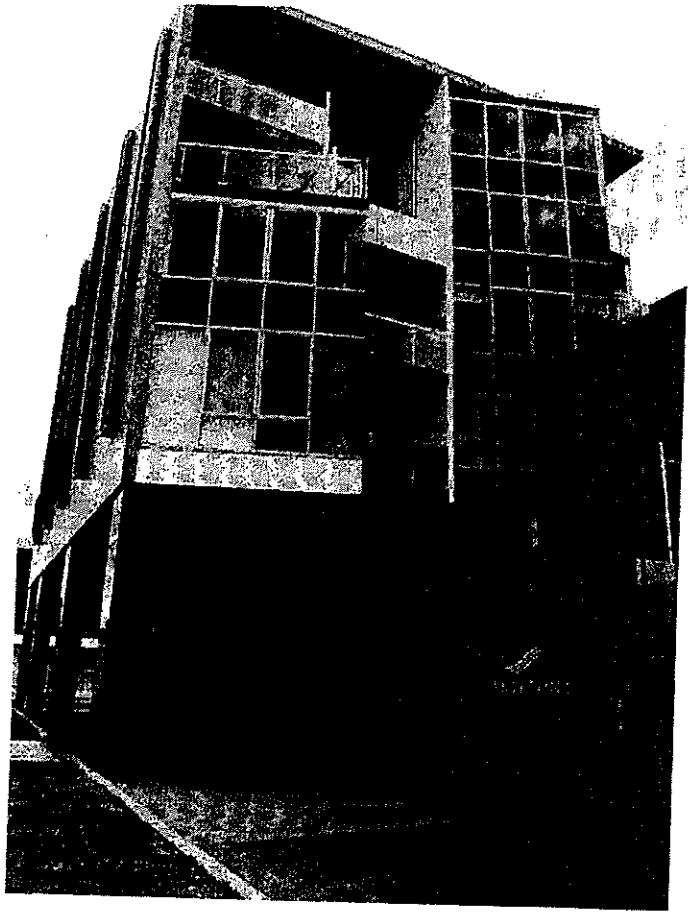
(c) The unit owners must ensure individual air conditioning units are maintained on a regular basis to manufacturer's specifications so as to minimise noise disturbance to other residents.

(d) To the extent necessary the unit owners are granted a special privilege under Section 49 of the Act to enable them to comply with article 16.

44

Sinking Fund Forecast Report

Lakefront
11 Trevillian Quay, Kingston ACT 2604
Scheme Number: 3866



COMPILED BY SIMON VINCENT

On 20 December 2012 for the
15 Years Commencing: 01 January 2013
QIA Job Reference Number: 83765

Professional Indemnity Insurance Policy Number 96 0968886 PLP
© QIA Group Pty Ltd

ACT 2901

:om.au
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Queensland · New South Wales · Victoria · South Australia · Western Australia · Nor...

QIA Group Pty Ltd

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INTRODUCTION

We have estimated that the Sinking Fund Levies as proposed in this report will be adequate to accumulate sufficient funds to meet anticipated long term costs, with essentially only an adjustment for inflation being required.

LOCATION

11 Trevillian Quay, Kingston ACT 2604

REPORT SUMMARY

We have estimated that the Sinking Fund Levies as proposed in this report will be adequate to accumulate sufficient funds to meet anticipated long term costs, with essentially only an adjustment for inflation being required.

We recommend that the Sinking Fund Report be regularly updated to ensure that an accurate assessment of how the scheme land, building and facilities are aging and to incorporate into the Report any major changes brought about by legislation, or pricing.

The Sinking Fund Levy per entitlement already set is:	$1.42
Number of Lot/Unit Entitlements:	10000
Opening Balance:	$14,154.00
The proposed Sinking Fund Levy per entitlement is:	$12.76

METHODOLOGY

The nominal forecast period of this report is 15 years and the costs anticipated during each of the years are detailed line by line on a yearly basis. The nominal time frame of the Report is to a large extent driven by the fact that many elements in a building's structure have a life beyond 10 years. Therefore an amount has been taken up for each item that would require replacement or substantial repair outside of the 15 year forecast period to account for these anticipated expenses. However, the manner in which the scheme land, buildings and facilities actually age cannot be accurately determined without regular inspections which take into account the size, location and use of the scheme.

The levy income has been determined by forecasting the expenditure requirement to replace or renew assets or finishes that have an effective life and making an allowance for items that do not have a finite lifespan. The levy income is initially increased each year by a variable inflationary factor to smooth the effects of major cost fluctuations given the initial fund balance and income.

Interest receivable on the Sinking Fund Account has been accounted for in the calculation of funds available at a rate of 0%.The Interest receivable amount has been determined by using a net rate of 0% on the fund balance at the end of the preceding financial year and makes an allowance for possible bank charges and tax obligations which may arise. Where the rate is set to 0% it is not anticipated that sufficient interest will be accrued.

Future replacement costs have been calculated by assessing the current replacement cost for each item to a standard the same or better than the original. These anticipated costs are increased each year at a rate of 5.2% per annum, this rate is reflective of building price indices which are historically higher than the general inflation rate. A contingency of 10% per annum has been applied to anticipated costs and it is applied to each individual cost in the year the cost (e.g. painting) is expected to occur (e.g. 2008), the contingency rate is not an annual compounding cost.

The effective life for each item identified is based on its material effective life, therefore no consideration has been made for the economic life of plant, equipment, finishes or upgrades.

No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

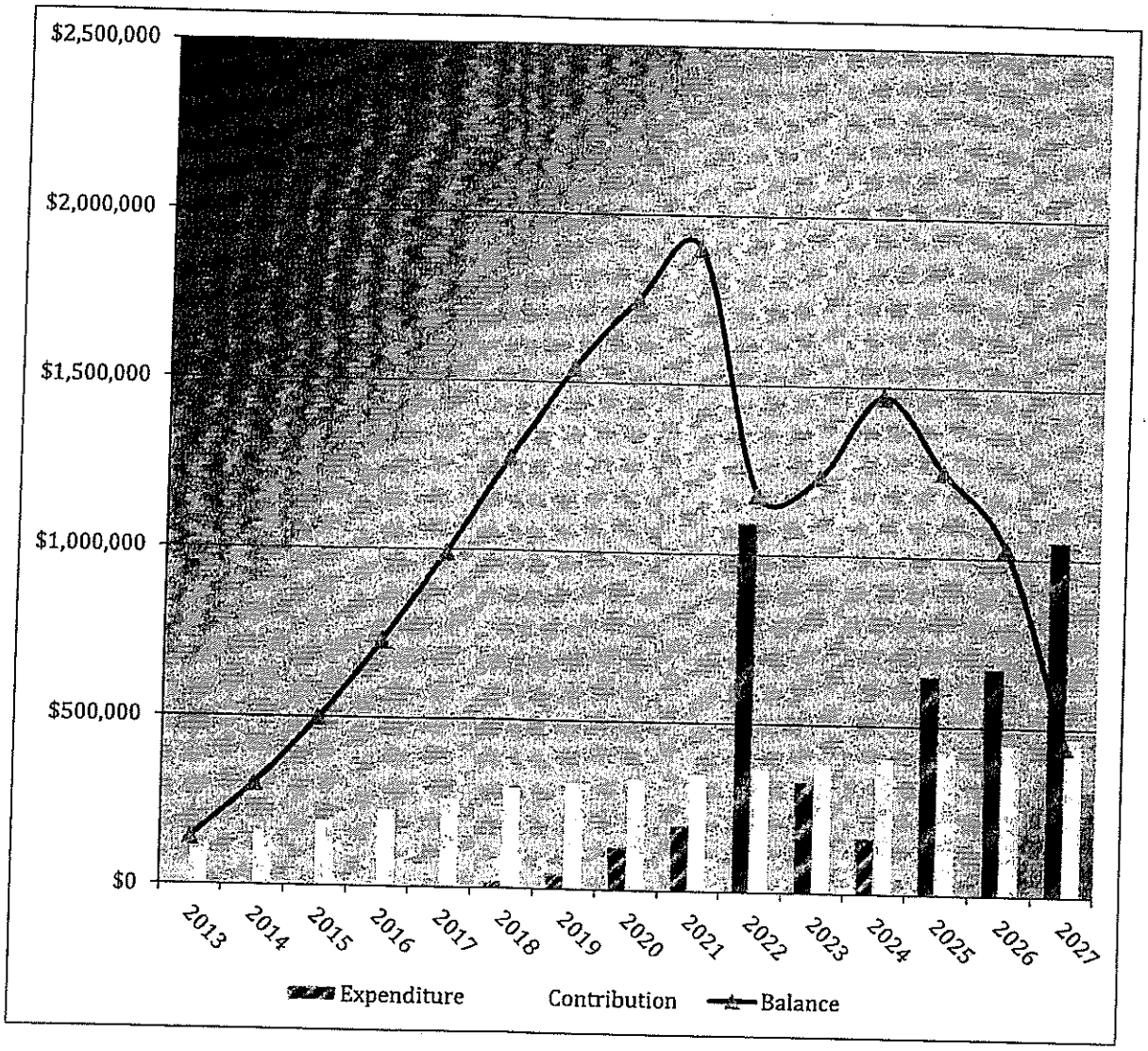
This report assumes that all plant and equipment will be maintained under comprehensive maintenance agreements. Expenditure incurred for maintenance agreements is taken to be covered within the Administrative Fund Budget.

20 December 2012

FINANCIAL SUMMARY

Year		Opening Balance	Income		Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Estimated Expenditure (Inc GST)	Closing Balance (End of Year)
1	1 Jan 2013	$14,154	$127,600	$12.76	$0	$141,754
2	1 Jan 2014	$141,754	$161,675	$16.17	$0	$303,429
3	1 Jan 2015	$303,429	$195,759	$19.58	$0	$499,188
4	1 Jan 2016	$499,188	$229,823	$22.98	$0	$729,011
5	1 Jan 2017	$729,011	$263,907	$26.39	$0	$992,918
6	1 Jan 2018	$992,918	$297,971	$29.80	$16,520	$1,274,369
7	1 Jan 2019	$1,274,369	$313,465	$31.35	$43,729	$1,544,105
8	1 Jan 2020	$1,544,105	$329,766	$32.98	$124,237	$1,749,634
9	1 Jan 2021	$1,749,634	$346,914	$34.69	$192,253	$1,904,295
10	1 Jan 2022	$1,904,295	$364,953	$36.50	$1,092,497	$1,176,751
11	1 Jan 2023	$1,176,751	$383,931	$38.39	$327,675	$1,233,006
12	1 Jan 2024	$1,233,006	$403,895	$40.39	$164,928	$1,471,973
13	1 Jan 2025	$1,471,973	$424,898	$42.49	$645,495	$1,251,376
14	1 Jan 2026	$1,251,376	$446,992	$44.70	$671,343	$1,027,025
15	1 Jan 2027	$1,027,025	$470,236	$47.02	$1,050,386	$446,875

SINKING FUND FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

January 2018	Expense Inc GST
FURNITURE & FITTINGS	
- Install/Replace emergency lighting	$7,902
SWIMMING POOL	
- Replace pool pump	$3,728
- Replace water chlorinator	$4,115
- Maintain filter - replace sand	$775
Total Forecast Expenditure for year - January 2018 (Inc GST):	$16,520
Includes GST amount of	$1,501

January 2019	Expense Inc GST
BASEMENT	
- Repaint line marking	$3,261
FURNITURE & FITTINGS	
- Provision to replace outdoor furniture	$3,921
- Ongoing partial replacement of lighting	$4,549
- Provision to replace door closers	$2,196
GYM	
- Provision to replace gym equipment	$9,411

LANDSCAPING	
- Landscaping allowance	$7,843
- Replace Membrane planter boxes	$11,764
TOILET/SHOWER	
- Maintain toilet/basin	$549
- Replace shower fixtures and fittings	$235
Total Forecast Expenditure for year - January 2019 (Inc GST):	$43,729
Includes GST amount of	$3,975

January 2020	Expense Inc GST
BASEMENT	
- Repaint line marking	$3,431
ENTRY FOYER	
- Repaint walls	$5,693
- Repaint ceiling	$3,589
FURNITURE & FITTINGS	
- Provision to replace door closers	$2,310
GYM	
- Repaint walls	$4,125
- Repaint ceiling	$1,980
- Provision to replace gym equipment	$9,901
- Replace LCD television equipment	$1,980

LOBBIES	
- Repaint walls	$43,027
- Repaint ceiling	$14,785
SUPERSTRUCTURE	
- Provision to window screen motors	$31,683
TOILET/SHOWER	
- Repaint walls/ceilings	$1,733
Total Forecast Expenditure for year - January 2020 (Inc GST):	$124,237
Includes GST amount of	$11,294

January 2021	Expense Inc GST
BASEMENT	
- Repaint line marking	$3,609
- Replace garage door motor	$2,291
- Replace stormwater pumps	$5,208
FIRE PROTECTION SYSTEMS	
- Provision to replace fire hose reels	$10,155
FURNITURE & FITTINGS	
- Provision to replace outdoor furniture	$4,340
- Ongoing partial replacement of lighting	$5,034
- Provision to replace door closers	$2,430

Lakefront	20 December 2012
- Provision to replace door hardware	$3,402
GYM	
- Provision to replace gym equipment	$10,416
LOBBIES	
- Replace carpet 33%	$137,174
SWIMMING POOL	
- Maintain filter - replace sand	$903
- Maintain pool concourse 20%	$7,291
Total Forecast Expenditure for year - January 2021 (Inc GST):	$192,253
Includes GST amount of	$17,477

January 2022	Expense Inc GST
BASEMENT	
- Repaint door face	$12,820
- Replace stormwater pumps	$5,479
FURNITURE & FITTINGS	
- Install/Replace emergency lighting	$9,679
- Provision to upgrade security cameras & associated equipment	$10,044
- Provision to replace door closers	$2,557
- Provision to replace door hardware	$3,579

Lakefront

	20 December 2012
LOBBIES	
- Replace carpet 33%	$144,307
- Repaint door face	$104,368
SUPERSTRUCTURE	
- Repaint building	$476,640
- Repaint balcony/veranda ceilings	$156,597
- Scaffold/access equip allowance	$157,693
- Repaint door face	$1,972
- Provision for replacement of podium slab membrane over 20 years (partial accrual) 50%	$42
SWIMMING POOL	
- Provision for refurbishment of pool surface over 20 years (partial accrual) 33%	$6,720
Total Forecast Expenditure for year - January 2022 (Inc GST):	$1,092,497
Includes GST amount of	$99,317

January 2023	Expense Inc GST
BASEMENT	
- Replace stormwater pumps	$5,764
DRIVEWAYS & PARKING	
- Maintain driveway 5%	$3,804

Lakefront

20 December 2012

FIRE PROTECTION SYSTEMS

- Provision to upgrade Fire Panel & associated detection equipment over 15 years (partial accrual) 50% — $59,316
- Provision to replace fire hose reels — $11,239

FURNITURE & FITTINGS

- Provision to replace outdoor furniture — $4,803
- Ongoing partial replacement of lighting — $5,571
- Provision to replace door hardware — $3,765

LANDSCAPING

- Replace Membrane planter boxes — $14,409

LOBBIES

- Replace carpet 33% — $151,811

PLANT & EQUIPMENT

- Replace hot water system heater units — $9,798

ROOF

- Provision to replace metal roof fixings over 25 years — $11,527
- Replace membrane — $27,377

SUPERSTRUCTURE

- Ongoing partial maintenance of pathways 5% — $18,491

Lakefront

20 December 2012

Total Forecast Expenditure for year - January 2023 (Inc GST): $327,675

Includes GST amount of $29,788

January 2020	Expense Inc GST
BASEMENT	
- Replace exhaust/supply fans	$14,552
- Maintain/repair main garage door running gear	$1,981
DRIVEWAYS & PARKING	
- Replace individual bin enclosure roller doors over 20 years (partial accrual) 33%	$9,974
ENTRY FOYER	
- Maintain floor tiles 25%	$10,964
- Provision to upgrade automatic door/intercom	$9,701
EXTERNAL WORKS	
- Maintain common pipework 3%	$5,457
FURNITURE & FITTINGS	
- Maintain signage	$4,042
- Provision to replace door hardware	$3,961
GYM	
- Replace gym carpet/floor covering	$7,074
LOBBIES	
- Maintain floor tiles 20%	$70,737

Lakefront	20 December 2012
PLANT & EQUIPMENT	
- Replace hot water system heater units	$10,307
SWIMMING POOL	
- Replace water chlorinator	$5,578
- Maintain filter - replace sand	$1,051
- Maintain pool concourse 20%	$8,488
TOILET/SHOWER	
- Maintain floor tiles 50%	$1,061
Total Forecast Expenditure for year - January 2024 (Inc GST):	$164,928
Includes GST amount of	$14,993

January 2025	Expense Inc GST
BASEMENT	
- Replace exhaust/supply fans	$15,308
FIRE PROTECTION SYSTEMS	
- Provision to replace fire hose reels	$12,438
FURNITURE & FITTINGS	
- Provision to replace outdoor furniture	$5,315
- Ongoing partial replacement of lighting	$6,166
- Provision to upgrade intercom systems & associated equipment	$31,350
- Provision to replace door hardware	$4,167

	20 December 2012
GYM	
- Provision to replace gym equipment	$12,757
PLANT & EQUIPMENT	
- Maintain lift interiors	$42,523
- Allowance for mechanical upgrade of lifts over 15 years (partial accrual) 33%	$489,018
- Replace hot water system heater units	$10,843
ROOF	
- Provision to replace guttering over 25 years (partial accrual) 33%	$6,468
- Provision to replace down pipes over 25 years (partial accrual) 33%	$3,827
SWIMMING POOL	
- Replace pool pump	$5,315
Total Forecast Expenditure for year - January 2025 (Inc GST):	$645,495
Includes GST amount of	$58,681

January 2026	Expense Inc GST
BASEMENT	
- Replace exhaust/supply fans	$16,104
- Maintain ventilation ducting 25%	$25,364
FURNITURE & FITTINGS	
- Install/Replace emergency lighting	$11,855

Lakefront	20 December 2012
- Provision to upgrade intercom systems & associated equipment	$32,981
- Provision to replace door closers	$3,131
- Provision to replace door hardware	$4,384
LANDSCAPING	
- Landscaping allowance	$11,184
PLANT & EQUIPMENT	
- Maintain lift interiors	$44,735
- Allowance for mechanical upgrade of lifts over 15 years (partial accrual) 33%	$514,447
- Replace water recirculation pumps	$7,158
Total Forecast Expenditure for year - January 2026 (Inc GST):	$671,343
Includes GST amount of	$61,031

January 2027	Expense Inc GST
BASEMENT	
- Provision to replace garage door over 20 years (partial accrual) 50%	$4,941
DRIVEWAYS & PARKING	
- Renew driveway surface stencil	$32,472
ENTRY FOYER	
- Maintain floor tiles 25%	$12,765

Lakefront	20 December 2012
FIRE PROTECTION SYSTEMS	
- Provision to upgrade Fire Panel & associated detection equipment over 15 years (partial accrual) 50%	$72,650
FURNITURE & FITTINGS	
- Provision to replace mail boxes over 20 years (partial accrual) 50%	$18,283
- Replace intercom/access system over 15 years	$102,357
- Provision to upgrade intercom systems & associated equipment	$34,696
- Provision to replace door hardware	$4,612
LANDSCAPING	
- Replace Membrane planter boxes	$17,648
LOBBIES	
- Maintain floor tiles 20%	$82,356
PLANT & EQUIPMENT	
- Replace jacking pumps	$11,295
- Maintain lift interiors	$47,061
- Allowance for mechanical upgrade of lifts over 15 years (partial accrual) 33%	$541,199
- Replace hot water system tank	$2,353
- Replace water recirculation pumps	$7,530
SUPERSTRUCTURE	
- Ongoing partial maintenance of pathways 5%	$22,648

Lakefront	20 December 2012
- Replace external door/frame	$10,165
SWIMMING POOL	
- Maintain filter - replace sand	$1,224
- Replace pool filter	$3,177
- Provision for refurbishment of pool surface over 20 years (partial accrual) 33%	$8,659
- Maintain pool concourse 20%	$9,883
TOILET/SHOWER	
- Maintain toilet/basin	$824
- Replace shower fixtures and fittings	$353
- Maintain floor tiles 50%	$1,235
Total Forecast Expenditure for year - January 2027 (Inc GST):	$1,050,386
Includes GST amount of	$95,489

ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
BASEMENT																		
- Replace exhaust/supply fans	$7,200	2024	12												14552	15308	16104	
- Repaint line marking	$2,079	2019	9							3261	3431	3609						
- Maintain ventilation ducting 25%	$11,340	2026	3														25364	
- Repaint door face	$7,020	2022	10										12820					
- Provision to replace garage door over 20 years (partial accrual) 50%	$2,100	2027	5															4941
- Maintain/repair main garage door running gear	$980	2024	12												1981			
- Replace garage door motor	$1,320	2021	9									2291						
- Replace stormwater pumps	$3,000	2021	9									5208	5479	5764				
DRIVEWAYS & PARKING																		
- Maintain driveway 5%	$1,980	2023	5											3804				
- Renew driveway surface stencil	$13,800	2027	15															32472
- Replace individual bin enclosure roller doors over 20 years (partial accrual) 33%	$4,935	2024	4												9974			
ENTRY FOYER																		
- Repaint walls	$3,450	2020	8								5693							
- Repaint ceiling	$2,175	2020	8								3589							
- Maintain floor tiles 25%	$5,425	2024	3												10964			12765
- Provision to upgrade automatic door/intercom	$4,800	2024	12												9701			
EXTERNAL WORKS																		
- Maintain common pipework 3%	$2,700	2024	5												5457			

Item	Current Cost	Year 1st applied	Remain. Life/ Next Interval	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
FIRE PROTECTION SYSTEMS																		
- Provision to upgrade Fire Panel & associated detection equipment over 15 years (partial accrual) 50%	$30,875	2023	4											59316				72650
- Provision to replace fire hose reels	$5,850	2021	2									10155		11239		12438		
FURNITURE & FITTINGS																		
- Provision to replace outdoor furniture	$2,500	2019	2							3921		4340		4803		5315		
- Maintain signage	$2,000	2024	12												4042			
- Provision to replace mail boxes over 20 years (partial accrual) 50%	$7,770	2027	5															18283
- Install/Replace emergency lighting	$5,300	2018	4						7902				9679				11855	
- Ongoing partial replacement of lighting	$2,900	2019	2							4549		5034		5571		6166		
- Replace intercom/access system over 15 years	$43,500	2027	15															102357
- Provision to upgrade security cameras & associated equipment	$5,500	2022	10										10044					
- Provision to upgrade intercom systems & associated equipment	$14,745	2025	15													31350	32981	34696
- Provision to replace door closers	$1,400	2019	7							2196	2310	2430	2557				3131	
- Provision to replace door hardware	$1,960	2021	10									3402	3579	3765	3961	4167	4384	4612
GYM																		
- Repaint walls	$2,500	2020	8								4125							
- Repaint ceiling	$1,200	2020	8								1980							
- Replace gym carpet/floor covering	$3,500	2024	12												7074			
- Provision to replace gym equipment	$6,000	2019	6							9411	9901	10416				12757		
- Replace LCD television equipment	$1,200	2020	8								1980							
LANDSCAPING																		
- Landscaping allowance	$5,000	2019	7							7843							11184	
- Replace Membrane planter boxes	$7,500	2019	4							11764				14409				17648

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
LOBBIES																		
- Repaint walls	$26,075	2020	8								43027							
- Repaint ceiling	$8,960	2020	8								14785							
- Replace carpet 33%	$79,020	2021	12									137174	144307	151811				
- Repaint door face	$57,150	2022	10										104368					
- Maintain floor tiles 20%	$35,000	2024	3												70737			82356
PLANT & EQUIPMENT																		
- Maintain lift interiors	$20,000	2025	15													42523	44735	47061
- Allowance for mechanical upgrade of lifts over 15 years (partial accrual) 33%	$230,000	2025	15													489018	514447	541199
- Replace jacking pumps	$4,800	2027	15															11295
- Replace hot water system tank	$1,000	2027	15															2353
- Replace water recirculation pumps	$3,200	2026	14														7158	7530
- Replace hot water system heater units	$5,100	2023	11											9798	10307	10843		
ROOF																		
- Provision to replace guttering over 25 years (partial accrual) 33%	$3,042	2025	6													6468		
- Provision to replace metal roof fixings over 25 years	$6,000	2023	5											11527				
- Provision to replace down pipes over 25 years (partial accrual) 33%	$1,800	2025	6													3827		
- Replace membrane	$14,250	2023	12											27377				
SUPERSTRUCTURE																		
- Repaint building	$261,000	2022	10										476640					
- Repaint balcony/veranda ceilings	$85,750	2022	10										156597					
- Ongoing partial maintenance of pathways 5%	$9,625	2023	4											18491				22648
- Scaffold/access equip allowance	$86,350	2022	10										157693					

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
- Repaint door face	$1,080	2022	10															
- Replace external door/frame	$4,320	2027	15										1972					
- Provision to window screen motors	$19,200	2020	9								31683							10165
- Provision for replacement of podium slab membrane over 20 years (partial accrual) 50%	$23	2022	10										42					
SWIMMING POOL																		
- Replace pool pump	$2,500	2018	7						3728							5315		
- Replace water chlorinator	$2,760	2018	6						4115						5578			
- Maintain filter - replace sand	$520	2018	3						775			903			1051			1224
- Replace pool filter	$1,350	2027	15										6720					3177
- Provision for refurbishment of pool surface over 20 years (partial accrual) 33%	$3,680	2022	5									7291			8488			9883
- Maintain pool concourse 20%	$4,200	2021	3															
TOILET/SHOWER																		
- Maintain toilet/basin	$350	2019	8						549									
- Replace shower fixtures and fittings	$150	2019	8						235									824
- Repaint walls/ceilings	$1,050	2020	8							1733								353
- Maintain floor tiles 50%	$525	2024	3												1061			1235
Total	$1,205,334			0	0	0	0	0	16520	43729	124237	192253	1092497	327675	164928	645495	671343	1050386
Includes GST amount of	$109,576			0	0	0	0	0	1502	3975	11294	17478	99318	29789	14993	58681	61031	95490

REPORT INFORMATION

The values included in the report are for budgeting purposes and have been obtained from a number of sources including building cost information guides, painting contractors, plant and equipment suppliers, manufactures and installers and working knowledge of each buildings configuration at the time of inspection.

Every endeavour has been undertaken to accurately estimate the costs of the items identified in this report, however if there items were put to tender, it would be expected that the quotations would vary quite significantly and it is recommended that several quotations are sourced as far in advance of any anticipated work as possible.

The estimated life of each item is made at the time of the site inspection and the life cycles of each of the items having regard to where the building is located, as buildings in a salt environment tend to have a lesser life cycle and a higher maintenance requirement.

This sinking fund is not a building condition survey. We recommend that a periodic survey be carried out by qualified building contractors to assess the building condition, if required. The inspection of the common property of the scheme is a visual inspection only limited to those areas of the common property that are fully accessible and visible to the inspector from floor or ground level at the time of inspection. The inspection did not include breaking apart, dismantling, removing or moving any element of the building and items located on the common property.

The report does not and cannot make comment upon: defects that may have been concealed; the assessment of which may rely on certain weather conditions; the presence or absence of timber pests; gas fittings; heritage concerns; fire protection; site drainage; security concerns; detection and identification of illegal building work; durability of exposed finishes; the roof space and sub-floor space.

The inspector did not identify and assess safety hazards and did not carry out a risk assessment relating to any hazards upon the common property as part of this report. This report is not an Asbestos report and no assessment was made of asbestos products.

AREAS NOT INSPECTED

- Part or parts of the common property building interior that were not readily accessible
- Part or parts of the building exterior were not readily accessible
- Part or parts of the roof exterior that were not readily visible from ground or floor level or obstructed at the time of inspection because of exceeding height, vegetation or neighbouring buildings.
- Part or parts of the retaining walls, fencing were not readily accessible or inaccessible or obstructed at the time of inspection because of on alignment, vegetation.

K P R Reports Pty Ltd

'ACTPRO'
PO Box 401
CALWELL ACT 2905
02 62919950

A.B.N.: 87 001 956 716

K P R Reports Pty Ltd

t/a ACTPRO

'The Inspection Specialists'

Bill To:

Dennis Toulis
113 La Perouse Street
NARRABUNDAH ACT 2604

Invoice #: 00000661

Date: 29/07/2013

Description	Amount	Code
Refer Property: 50/11 Trevillian Quay KINGSTON ACT 2604 Supplying of: Energy Rating Report (EER) Lodgement Fee	 $236.00 $33.00	 GST N-T

Direct Deposit
KPR Reports Pty Ltd
BSB: 122 801
Acct No: 21857384

Your Order #: **63**

Shipping Date: 29/07/2013

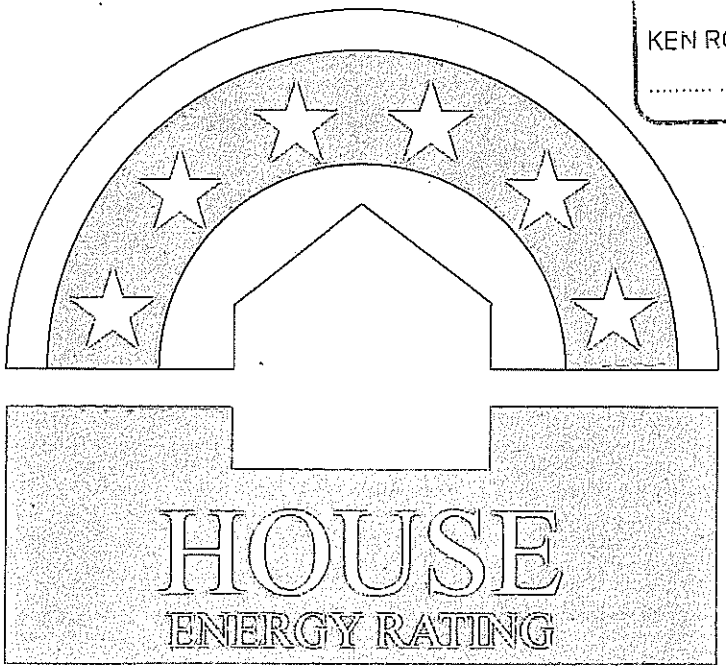
COMMENT	CODE	RATE

Freight:	$0.00
GST:	$21.45
Total Inc GST:	$269.00
Amount Applied:	$0.00
Balance Due:	**$269.00**

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ACT HOUSE ENERGY RATING SCHEME
24 points 6 stars
06 SEP 2013
KEN ROCHE 19863345c
Accurate Assessor

FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★★★★★★ **6 STARS**
in Climate: 24 **SCORE: 24 POINTS**

Name:	Dennis Toulis	**Ref No:**	EER-63
House Title:	Blk 2 Sec 62 unit 50	**Date:**	06-09-2013
Address:	50/11 Trevillian Quay		
	Kingston		2604
Reference:	C:\ACTPRO\2013 EER'S\KI 062 002 0 00 00 000		
Total Floor Area	Sqm 160 TFA		

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

Appliance Ratings

Heating:	Unknown Heater / Unknown Rating
Cooling:	Unknown Cooling / Unknown Rating
HotWater:	Unknown Hot Water System / Unknown Rating

NOTE: The appliance ratings above are based on information provided by the applicant and are included for information purposes only. They do not affect the House Energy Rating of the dwelling.

IMPROVING YOUR RATING

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

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

Current	24	
Potential	24	

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

Design options **Additional points**

ORIENTATION

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

Current Rating	24	★★★★★★

Largest windows in the dwelling;

Direction : North West

Area : 33 m²

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

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

ORIENTATION	POINT SCORE	STAR RATING
1. North West	24	★★★★★★
2. North	27	★★★★★★
3. North East	27	★★★★★★
4. East	22	★★★★★★
5. South East	17	★★★★★☆
6. South	16	★★★★★☆
7. South West	15	★★★★★☆
8. West	19	★★★★★☆

FirstRate Mode
Climate: 24

RATING SUMMARY for: Blk 2 Sec 62 unit 50, 50/11 Trevillian Quay, Kingston

Assessor's Name: K.P. ROCHE
Net Conditioned Floor Area: 147.3 m²

Feature						Points		
						Winter	Summer	Total
CEILING						15	0	15
Surface Area:	119	Insulation:	-105					
WALL						11	-1	10
Surface Area:	32	Insulation:	-23	Mass:	2			
FLOOR						22	-5	17
Surface Area:	16	Insulation:	-3	Mass:	4			
AIR LEAKAGE (Percentage of score shown for each element)						4	0	4
Fire Place	0 %	Vented Skylights	0 %					
Fixed Vents	0 %	Windows	27 %					
Exhaust Fans	0 %	Doors	11 %					
Down Lights	0 %	Gaps (around frames)	62 %					
DESIGN FEATURES						0	1	1
Cross Ventilation	1							
ROOF GLAZING						0	0	0
Winter Gain	0	Winter Loss	0					
WINDOWS						-22	-6	-28

Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
NW	33	22%	-42	20	-6	0
Total	33	22%	-42	20	-6	-28

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

The contribution of heavyweight materials to the window score is 4 points		Winter	Summer	Total
RATING	★★★★★★	SCORE	30	-12	24*

* includes 6 points from Area Adjustment

Detailed House Data

House Details

ClientName	Dennis Toulis
HouseTitle	Blk 2 Sec 62 unit 50
StreetAddress	50/11 Trevillian Quay
Suburb	Kingston
Postcode	2604
AssessorName	K.P. ROCHE
FileCreated	06-09-2013

Climate Details

State	
Town	Canberra
Postcode	2600
Zone	24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Suspended Slab	Open	No	Yes	No	Carp	R0.0	105.0m²
2	Suspended Slab	Open	No	Yes	No	Tiles	R0.0	45.0m²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Cavity	Yes	R0.0	32.0m	2.5m
2	Brick Cavity	No	R0.0	10.0m	2.5m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Flat - Suspended Slab	Yes	No	R0.0	150.0m²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	NW	2.5m	4.0m	No	DG	ALSTD	HB	No	2.8m	2.8m	0.1m
2	NW	2.5m	5.0m	No	DG	ALSTD	HB	No	2.8m	2.8m	0.1m
3	NW	2.5m	4.0m	No	DG	ALSTD	HB	No	2.8m	2.8m	0.1m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off

No shaded windows

Zoning Details

Is there Cross Flow Ventilation ?	Good

Air Leakage Details

Location	Suburban
Is there More than One Storey ?	No
Is the Entry open to the Living Area ?	Yes
Is the Entry Door Weather Stripped ?	Yes
Area of Heavyweight Mass	0m²
Area of Lightweight Mass	0m²

	Sealed	UnSealed
Chimneys	0	0
Vents	0	0
Fans	0	0
Downlights	0	0

Skylights	0	0
Utility Doors	1	0
External Doors	1	0

Unflued Gas Heaters	0
Percentage of Windows Sealed	100%
Windows - Average Gap	Small
External Doors - Average Gap	Small
Gaps & Cracks Sealed	No

Important Asbestos Advice for ACT homes built before 1985

Asbestos is hazardous but it can be managed safely.

Follow the three steps for managing materials containing asbestos (MCAs) in your home.

Step 1. Identify where MCAs may be in your home

When was your house built?

- **If your house was built before 1985,** the table below gives you an indication of where you are likely to find MCAs in your home. There is also a diagram on the back of this sheet showing where MCAs are commonly found.
- **If your house was built after 1985,** it is unlikely to contain MCAs.
- If in doubt, assume that materials DO contain asbestos.

Common locations of MCAs in ACT homes*

(Percentage (%) of properties sampled where asbestos was detected)

Location	Pre 1965	1965–1979	1980–1984	1985–now#
Eaves	86%	92%	40%	0%
Garage/shed	80%	70%	15%	0%
Bathroom	54%	75%	50%	0%
Laundry	75%	80%	50%	0%
Kitchen	52%	23%	15%	0%

**Results of 2005 Asbestos Survey of over 600 ACT Homes. #One MCA was found in a 1985 house supporting roof tiles on a gable end.*

Step 2. Assess the risk

Visually check the condition of the MCA – is it cracked, broken, etc?

- If it's in good condition and left undisturbed, it does not pose a health risk.
- If you suspect it is not in good condition, arrange for appropriate maintenance or removal by a qualified person.

Step 3. Manage safely

Make sure you remember to:

- Keep an eye on MCAs to make sure they remain in good condition.
- Consider removal of the MCA by a qualified person, when renovating or doing home repairs.
- Inform tradespeople working on your home of the location of any possible MCAs.
- Engage a qualified person if you decide to obtain a professional asbestos report on MCAs in your home.

For further information or advice on managing asbestos or home renovations visit the asbestos website www.asbestos.act.gov.au or call 13 22 81.

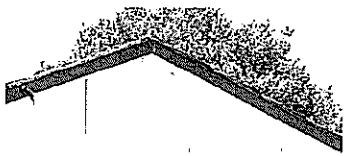
ACT GOVERNMENT

Asbestos Awareness.
Helping everyone breathe easier.

12089

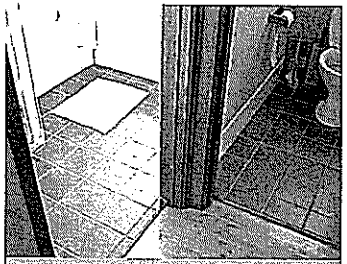
Common locations of materials containing asbestos in ACT homes

If your house was built before 1985, some of the materials it was built from probably contain asbestos.

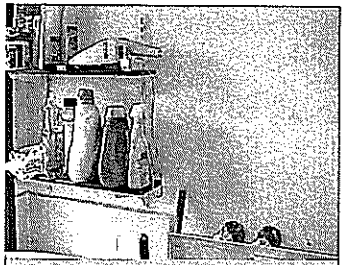




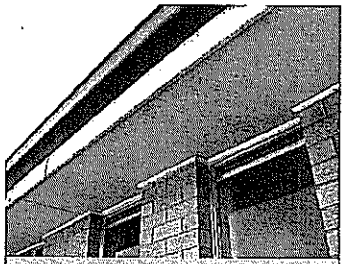
Garages, carports, sheds and dog kennels



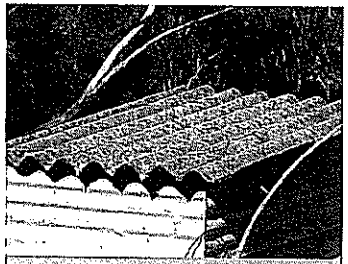
Wet areas including wall and ceiling lining



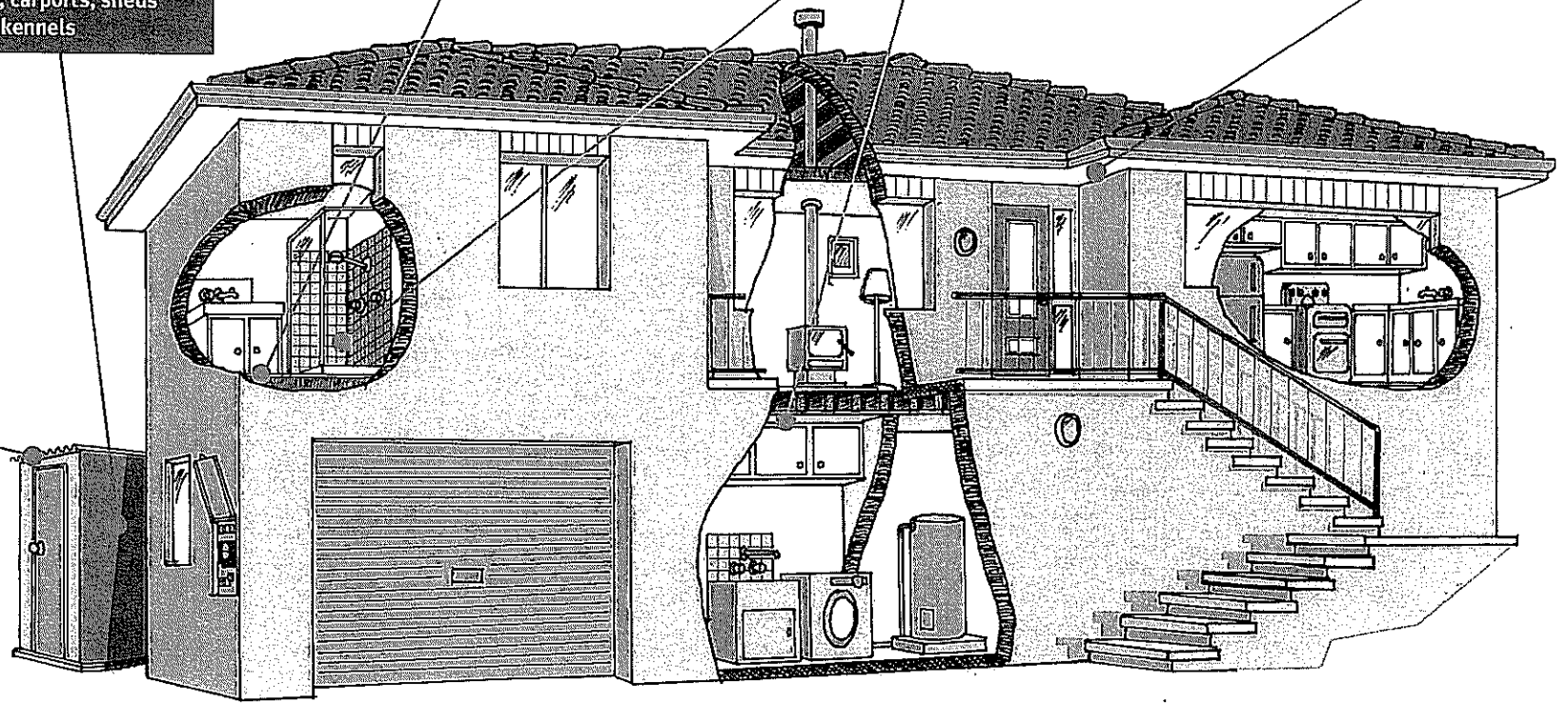
Wet areas including wall and ceiling lining



Eaves



Corrugated asbestos roofing



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