

HOW TO VOTE — Queenscliff Gardens

General Meeting of The Owners — Strata Plan 10970 • a guide for owners, by an owner

Tuesday 14 July 2026, 7:00 PM		Queenscliff Surf Life Saving Club, N Steyne & Collingwood St, Manly		Zoom available — details on the meeting notice
#	MOTION	VOTE	WHY — IN ONE LINE (FULL ARGUMENTS ON THE PAGES THAT FOLLOW)	
1	Confirm minutes	Routine	Ordinary housekeeping — confirms the minutes of the 27 Feb 2026 EGM (Lot 32 bathroom/laundry renovation approval).	
2	Colliers agency “recommendation”	NO	Already executed by stapling it to the agenda. A YES adds nothing but the owners corporation’s endorsement to one agent’s advertising.	
3	Dentons engagement “recommendation”	NO	Binds nobody — but read the terms before signing anything: conflicts cleared in advance, tax excluded, fees geared to the sale happening. Get your own lawyer.	
4	“Collective Sale Working Committee”	NO	Lets six self-nominated campaigners — half not even on the elected committee — claim to speak for every owner to the sales agent, the lawyers and prospective buyers, with no duties, no cap, no way to remove them. The law does not allow it.	
5	Opt in to Part 10 (forced-sale law)	NO	The vote that matters most — see below. Irreversible. Replaces your signature with a vote: 29 of our 38 lots could then force every owner to sell.	
6	\$0 cap on remediation	NO	Tries to switch off a strict legal repair duty by simple majority. Repairs happen anyway — later, dearer, with owners suing owners along the way.	
7	Atrium: detailed design only (≤\$25k)	Your decision	Design only, no building work; a firm price for a future vote. Paid from funds we already hold — no new levy.	
8	Authorise the remedial works	Your decision	The real decision: fix the building to a locked, competitively tendered scope. Special resolution — counted by unit entitlement.	
9	Works: committee machinery	Your decision	Implements Motion 8, with hard guardrails: \$12.2M cap, no contract before council consent, no scope creep.	
10	Special levy \$12.2M	Your decision	\$70,150–\$106,750 per quarter, depending on your lot, four quarters starting 1 October 2026. Don’t like the plan? It can be amended on the floor tonight, or left for a later meeting.	

MOTION 5 IS THE ONE — here is why

Today, **nobody can sell your home without your signature**. Motion 5 permanently opts this scheme into Part 10 — the forced-sale law — under which the owners of 29 of our 38 lots, plus a court order, can sell it for you at a “compensation value” you never agreed to, split by unit entitlements fixed in 1978. There is **no way to opt back out**, and no reason to opt in now: if a real offer ever comes, a future meeting can opt in that same night. Voting NO costs nothing — not even for owners who want to sell. Voting YES gives away every owner’s veto, forever, before a single offer exists.

CAN'T ATTEND? YOUR VOTE STILL DECIDES IT.

Motion 5 is irreversible — yet it passes on a **simple majority of the votes cast on the night**. Turnout, not persuasion, will decide it. Attend in person, join by Zoom, or **complete and return the proxy form attached to the meeting notice**. If you do only one thing about this meeting, make sure your vote on Motion 5 is counted.

Prepared and authorised by John Mee, owner of Lot 19, in a personal capacity — not issued by or on behalf of the Owners Corporation or the Strata Committee. This is one owner’s view, not legal advice; owners should read the meeting notice and, where in doubt, obtain their own independent advice. Statutory references are to the Strata Schemes Management Act 2015 (NSW) and Strata Schemes Development Act 2015 (NSW). See the following pages for the full argument on each motion.

5

Opt in to Part 10 — the Forced-Sale Law

VOTE NO — THE VOTE THAT MATTERS MOST

WHAT PART 10 ACTUALLY DOES

Today, nobody can sell your home without your signature: a buyer for the whole building needs all owners to agree. Part 10 replaces your signature with a vote. Owners of **75% of the lots** — 29 of our 38 — can adopt a “strata renewal plan” for a collective sale; the Land and Environment Court can then order it to take effect, binding the owners who said no (ss 154, 182). Because our plan predates the law, Part 10 only applies here **if we vote it in tonight** (Sch 8, cl 8). That is all Motion 5 does: it opens that gate. And once open, **it cannot be closed again** — the Act says the opt-in resolution “cannot be revoked” (Sch 8, cl 8(6)).

WHY VOTE NO IF YOU WANT TO SELL?

There’s nothing to gain by opting in now. If a genuine offer with real numbers ever arrives, **a future meeting can opt in that same night** (Sch 8, cl 8(3)) — the law is built around exactly that sequence: a proposal first, the opt-in vote after (Sch 8, cl 8(2)). So a NO vote costs a sale-minded owner nothing.

A YES costs everyone something: leverage. Today, a buyer needs all **38** of us on board. After Motion 5, they need only **29** — and to get to that only takes a simple majority of votes in the room tonight (<15). Every owner’s bargaining position gets weaker the moment this passes, whether or not you ever plan to sell.

HOW YOUR PRICE WOULD ACTUALLY BE SET

Right now, a buyer has to offer *you* a price. If you say no, the deal doesn’t happen — or they have to offer more. You decide what your unit is worth to you.

Motion 5 changes that. Once 29 of our 38 owners agree to sell, the rest can be forced to sell — at a price set by two rules, not by you:

1. The total sale price is divided up using **unit entitlement** (s 171(1)) — a fixed number from 1978 that has nothing to do with your view, your renovations, or your unit’s condition today.
2. There’s a floor under that split: a court checks your share isn’t below your unit’s “**compensation value**” — a standalone valuation of your unit, using the same method the government uses when it resumes land for a motorway (s 154, s 170(3), s 182(1)(d)).

That floor sounds like protection. It’s weak, for two reasons. First, who does the valuing: **the developer hires the valuer**, to price a building they have every reason to let run down. Second, what gets valued: it only prices your unit standing alone — not any share of the extra a developer pays for owning the *whole* site, which is usually worth more together than all the units add up to separately. Think the number’s wrong? It’s on you to fight it: object in the Land and Environment Court within 21 days (s 180), bringing your own valuer and lawyer, against the developer’s.

Compare that to today: no valuer, no court, no deadline — just your own refusal. That’s the actual trade in Motion 5: your personal veto, swapped for a court-checked minimum you’d have to fight for yourself.

THE 10-LOT SHIELD IS A MELTING ONE

Today, 10 lots declining to sign stops any plan. But don’t mistake that for a lasting safeguard: support for a forced sale comes lot by lot, in notices each owner signs (s 174). Once a plan is recorded, selling a lot doesn’t unwind its support notice — the new owner is taken to have given it (s 176(5)). Opting in starts the clock and the blocking minority only shrinks from here. So a developer doesn’t need to persuade 29 owners on any given night — after opt-in, they can simply **buy lots over the years**, one estate sale, one tired owner at a time, until they hold 29.

Right now, no one can sell your home without your signature. Motion 5 replaces your signature with a vote — after it, 29 of our 38 lots plus a court order can sell it for you, at a price you never agreed to. It can never be undone. Voting NO costs nothing; voting YES gives away your veto, permanently, before an offer even exists.

4

“Collective Sale Working Committee”**VOTE NO****INVALID ON ITS FACE**

This motion bundles four separate decisions into one vote — sign Colliers, accept Dentons, create a committee, and appoint its members — denying owners a vote on each part separately. Two of those four aren't the Owners Corporation's to decide at all: selling your unit takes *your* signature, not the Corporation's — it owns none of the lots (Motion 2, a few pages on, covers this). The Dentons deal is a private contract between each owner and the law firm (Motion 3, right after it), not something the Corporation pays for or holds.

THE OWNERS CORPORATION CANNOT LAWFULLY DO THIS — EVEN AT A GENERAL MEETING

To be clear: any group of owners is free to organise, campaign and talk to agents privately, in their own name and at their own cost. What they may not do is use the name and voice of the Owners Corporation. That task is regulated by the Strata Schemes Management Act 2015 (NSW):

- The corporation “must not delegate any of its functions to a person unless the delegation is specifically authorised by this Act” (s 10(2)).
- The Act's list of who may act for the corporation is short and deliberate: the owner's committee you elect (s 36), a licensed managing agent (s 52), or an individual committee member (s 13). There is no fourth option, and a motion cannot invent one.
- Handling the corporation's correspondence — being its “spokesperson” — may only be given to a committee member or the managing agent (s 13(1)(f)). Three of the six named members are not on the elected committee at all.

WHAT THE CSWC REALLY IS

The motion would have six self-nominated people “represent the Owners Corporation” and function as its “spokesperson” with Colliers, Dentons, potential purchasers and “other stakeholders.” In practice, that would mean they function to:

- **Instruct the sales agent** — the campaign, the price talk, which offers get pursued.
- **Instruct the lawyers and receive the legal advice** — filtered through the sale's own proponents before any of us sees it.
- **Negotiate with buyers in our name** — including the owners who voted no.
- **Speak to unlimited “stakeholders”** on the Corporation's behalf.

All with **no duty to report back, no spending limit, no term of office, and no way to remove them.**

Note: this doesn't depend on Motion 5 passing. If the Part 10 gateway fails tonight, the CSWC stands regardless — free to keep chasing owners toward a 100% voluntary sale instead. This motion isn't the sale campaign's opening move; **it's their backup in case Motion 5 fails.**

The law is careful about who may speak for the owners corporation: the committee you elect, or a licensed managing agent — people who owe you legal duties. Motion 4 hands that voice to six self-nominated campaigners — half of them not on the committee at all — with no duty to report to you, no spending limit, and no way to remove them. They would instruct the sales agent, receive the legal advice, and negotiate with buyers in your name, even if you voted no. The Act doesn't allow it, and neither should you.

6

\$0 Spending Cap on Remediation & Atrium**VOTE NO****YOU CANNOT VOTE TO SWITCH OFF THE LAW**

Section 106(1) of the Management Act is a **strict statutory duty**: the owners corporation *must* properly maintain and repair the common property. A general meeting cannot vote that duty away — a resolution to prevent compliance is of doubtful validity. The only way the Act that could excuse this (s 106(3)) requires a **special** resolution (Motion 6 is ordinary), for a **particular item** (Motion 6 is a blanket over an undefined “Remediation Project”), and only where **neither safety nor appearance** is affected (these works are water ingress, failing concrete and a leaking glass roof over a walkway). Motion 6 fails all three — it asks a simple majority to do what the Act already says a 75% supermajority may not.

THE CARVE-OUT IS A TRAP, NOT A SAFEGUARD

The motion caps spending at \$0 “in connection with the Remediation Project” — *except* amounts “required to comply with s 106(1).” But repairing water ingress and failing concrete **is** s 106(1) compliance; that is what remedial works are. The motion eats itself: read the exception broadly, and the \$0 cap is meaningless — every dollar the works need already counts as compliance, so nothing is actually capped. Read it narrowly, and the cap really does block a mandatory duty, which is unlawful. In practice, every invoice could become a legal argument over an undefined line — decided by a committee majority that wants the answer to be “spend nothing.” Muddy waters, by design, **with no time limit of any kind**.

WHAT A BREACH COSTS YOU — YES, YOU

- Any owner who suffers loss can sue the owners corporation for damages (s 106(5)) — and the corporation is *us*. Owners paying each other's damages, plus lawyers on both sides. Owners already report water ingress and interior damp.
- NCAT can simply **order the work done anyway** (s 232) — later, at deteriorated-building prices, with damages, interest and costs stacked on top.
- Every month of visible decay lowers what *your* unit sells for and raises the pressure to sell the block cheaply. Deterioration is a discount handed to the future purchaser, paid for by you. That is precisely why this is proposed.

You already hold the purse strings: Motions 7–10 put every remediation dollar directly to owners, with defined scopes and hard caps, needing your YES. Motion 6 adds no control you don't already have — only legal exposure.

The law says we must keep the building in repair, and the only way to excuse pausing that duty here is a 75% special resolution, item by item, and never where safety is at stake. Motion 6 tries it with a simple majority, a blanket ban, and a leaking roof overhead. It won't stop the repairs — NCAT can order them anyway — it just makes them dearer and adds owners suing owners along the way. You already control every dollar through Motions 7 to 10. Motion 6 gives you no new control. It only buys us all a lawsuit.

2

Agency Agreement with Colliers

LEAN NO

NOT THE OWNERS CORPORATION'S BUSINESS

Your lot is your personal property. The owners corporation's functions cover the common property and the running of the scheme (ss 9–11, Management Act) — it has no function of marketing or brokering the sale of your home. For an agent to market the whole property, **every owner must individually sign** with that agent. No resolution can do it for you, and this one doesn't pretend to: it is a "recommendation" with no legal effect at all.

IT IS ALSO ALREADY SPENT

The motion's three limbs — recommend the agreement, present Colliers' materials, present Dentons' advice letter — are discharged simply by being stapled to this agenda. Pass or fail, there is nothing left to action tonight.

CONSIDERING SIGNING ANYWAY? ONE PRACTICAL WARNING

Before signing anything Colliers puts in front of you, confirm the amendments are actually in your copy — Dentons' advice letter says the Annexure "contains amendments to the REINSW standard terms including provisions that have been specially negotiated to protect the vendors." Note this advice comes, not from an independent adviser, but from Dentons: the firm that Motion 3 recommends.

This motion changes nothing. Colliers already sent you their contract — it's stapled to tonight's agenda — and they can send it again tomorrow with or without your vote. You're free to sign it or throw it out either way. The only thing a 'yes' does is let this private sales campaign bear the owners corporation's name, as if we've all endorsed it. We haven't. Vote it down and nothing is lost — the choice stays where it belongs: with each owner, privately.

3

Engagement Agreement with Dentons Australia

LEAN NO

ANOTHER RECOMMENDATION WITH NO LEGAL EFFECT

Like Motion 2, this binds nobody — each owner decides alone whether to sign — and it was executed the moment the engagement was stapled to the agenda. The only thing at stake is the owners corporation's apparent endorsement of one law firm. Why does it exist? A collective sale needs dozens of owners on identical terms with simultaneous settlement. One firm, one pro-forma, one signing drive solves the proponents' coordination problem. The convenience is **theirs**, not yours.

READ THE ENGAGEMENT BEFORE YOU SIGN — THE TERMS TELL THE STORY

Dentons is set up to **execute** a sale, not to advise you on **whether** to sell. From the annexed engagement letter and its Terms of Business:

- **Fees drive the sale:** \$2,500 + GST per property to exchange, \$1,950 + GST to settlement (cl 5) — \$4,895 per property all up, paid out of your money at exchange and settlement (cl 6).
- The only way to owe nothing is not to sell. If the sale collapses **after terms are agreed** — if the purchaser walks, or *anyone elects not to sell* — **Dentons invoices for the work done anyway** (cl 6, time-based, capped at the quoted fees).
- You sign advance conflict-of-interest clearances (Terms, cl 22): you agree Dentons may represent other owners **“even if they are directly adverse to you”**. Dozens of owners, one self-appointed spokesperson, no individual advice for your circumstances.
- Dentons may terminate the engagement “in our sole opinion” if a conflict arises between you and the other signed owners (Terms, cl 9) — **if you disagree with the group, then you can be dropped, with the work-done fee following you out.**
- “Tax advice is not included in the scope of work” (cl 3, verbatim)

WHAT TO DO INSTEAD

Undecided or uneasy? Get one-off advice from your own independent solicitor before signing anything — and before Motion 5 (the Part 10 opt-in) is voted on. A few hundred dollars now versus \$4,895 tied to a sale you may not want.

Firmly opposed? You need no lawyer yet. The voluntary route requires your signature, and the scheme has not opted into Part 10 — see Motion 5, which is where that protection is actually decided.

This motion binds nobody and was fully executed when the paperwork was stapled to the agenda — all a YES adds is the owners corporation's endorsement of one law firm. Before you sign, read the terms: fees geared to the sale completing, conflict waivers instead of individual advice, termination at the firm's sole opinion if you fall out with the group, tax excluded. If you want advice about whether to sell, hire a lawyer who works for you alone. This firm is built to make the sale happen — that is exactly why the sale's proponents chose it for you.

7

Block B Atrium — Detailed Design Only**YOUR DECISION****WHAT THIS MOTION ACTUALLY BUYS**

The Block B atrium roof has failed: it leaks badly whenever it rains, over a walkway — a safety hazard squarely within the repair duty (s 106(1)). Three fix options were concept-designed by Cottee Parker and independently costed by MBM: a like-for-like **“Make Good”** at ~\$416k, and two redesigns at ~\$870k and ~\$1.01M (ex-GST). This motion advances **only the cheapest option, and only to the next step**: detailed design, tender documents, a firm price. It says in terms that it **authorises no building work whatsoever** — the decision to build, and spend real money, returns to owners at a future meeting with a documented scope and firm price instead of estimates. This item never appears in the remedial building tender (Motions 8–9) — it stands or falls entirely on its own numbers, decided separately by you.

WHAT IT COSTS

Up to **\$25,000 ex-GST** from the capital works fund we already hold — **no new levy**. (MBM's own allowance for this design work is \$17,010; the cap adds headroom.) It sits under the \$30,000 two-quotation threshold (s 102), and the fund's 10-year plan already covers the atrium (s 80).

WHAT A NO VOTE DOES — AND DOESN'T DO

- It does **not** make the leak, the hazard, or the repair duty go away. Section 106(1) binds us either way — and because the atrium is a safety item, not even a special resolution could lawfully park it (s 106(3)).
- It does **not** save the works money — no works are proposed here. You keep a full vote on the works themselves either way.
- If your concern is runaway spending: this is the opposite of Motion 6's approach — a defined item, a hard cap, decided directly by owners tonight.

The atrium roof has failed — it leaks over a walkway every time it rains, and the law's repair duty binds us whether we vote yes or no. Motion 7 spends up to \$25,000 from funds we already hold — no new levy — to turn the cheapest of three costed options into a documented design and a firm price. It authorises no building work: that decision stays with you, at a future meeting, with real numbers in front of you. A NO vote doesn't save the money; it just kicks the can down the road, again.

8

Remedial Works — the Authorisation

YOUR DECISION — SPECIAL RESOLUTION

WHAT THIS MOTION IS

This is the decision itself: it authorises the remedial building works — the waterproofing, concrete repair and associated works the building has needed for years. A special resolution is required because parts of the works add to and alter common property (s 108(2)); the pure repair elements are already our duty under s 106(1). This motion authorises the job as a whole so it can be done once, properly.

THE SCOPE IS LOCKED — THIS IS NOT A BLANK CHEQUE

- The works are defined by a **written tender package** (First Focus Management, 28 January 2026, incorporating Cottee Parker's drawings): a fixed, documented scope owners can read.
- The motion is explicit that **nothing beyond the tender package is authorised** — any addition needs a fresh special resolution back before owners.
- The price isn't a guess: the works were **competitively tendered** — two builders priced the identical scope (RM Watson preferred, Dapcor as fall-back) and an independent consultant analysed both. All documents accompany the agenda.
- That price has a use-by date: RM Watson's fixed tendered price is held open only until **25 July 2026** — sooner than council consent can realistically come through, so it will need reconfirming at whatever the market rate is by then regardless of tonight's vote. What tonight controls is the starting gun: every month the DA isn't lodged is a month added on top of that wait, in a market where building costs only move one way.

HOW THE VOTE WORKS — THIS ONE IS DIFFERENT

A special resolution passes unless **more than 25% of the value of votes cast — counted by unit entitlement — are against it**. This is the one motion tonight where unit entitlements, not lots, decide the outcome, and every vote's weight matters. Passing it spends nothing by itself: the contract powers are Motion 9 and the money is Motion 10. **The three stand or fall as a package.**

This motion is the actual decision: fix the building, to a written scope two builders priced in competition, with nothing beyond that scope authorised. It spends nothing by itself — Motions 9 and 10 do the contracting and the funding. A healthy, watertight building is worth more to every owner — those who stay, and those who want to sell at a fair, quantified price rather than a run-down discount.

9

Remedial Works — the Machinery

YOUR DECISION

WHAT THIS MOTION DOES

It lets the committee carry out what Motion 8 authorises: lodge the development application with council, finalise and award the building contract, engage the construction lawyers, and affix the common seal. It was originally part of Motion 8 and was split out for clarity — it is the implementation half of that decision, and there is no independent reason to vote differently on it.

THE GUARDRAILS — READ WHAT IT ACTUALLY PERMITS

- Building contract capped at **\$11,500,000 including GST** — RM Watson as preferred builder; Dapcor only as fall-back if terms can't be agreed. RM Watson's actual tendered price is ~\$11.0M inc. GST, so the cap is a ceiling with headroom, not the expected spend.
- The contract **cannot be signed until council grants development consent** — owners are never bound to works council might refuse or change.
- The committee **cannot expand the scope**: anything beyond the tender package requires a fresh special resolution of the owners first. That limit is written into the motion itself.
- Construction lawyers (Colin Biggers & Paisley) capped at **\$25,000** (s 103); the two-quotation rule (s 102) is satisfied by the competitive tender, and a contract superintendent will need two quotes too.

A STUDY IN CONTRAST

Compare the powers Motion 4 proposes to hand its “working committee”: uncapped, unsupervised, unlicensed, unremovable. Every power in *this* motion is capped, sequenced and scope-locked, exercised by the elected committee under its statutory duties, with the major decisions already made by owners themselves in Motion 8.

Motion 9 is the toolbox: lodge the DA, sign a capped contract only after council consent, engage capped legal help, and never a dollar or a scope-line beyond what owners approved. Sequenced, scope-locked, exercised by the elected committee under its statutory duties — how you vote on it is your decision.

10

Special Levy for the Remedial Works

YOUR DECISION

WHAT IT COSTS, EXACTLY

- A special levy raising **\$12,200,000 including GST**: built on RM Watson’s actual tendered price — the \$11.5M contract ceiling, with headroom for consultants, superintendent, legal, approvals and contingency; the full breakdown accompanies the agenda.
- Paid in **four equal quarterly instalments**: 1 October 2026, 1 January 2027, 1 April 2027, 1 July 2027 — with at least 30 days’ notice before each (s 83(3A)).
- Your share is set by law, not by this motion (s 83(2)): four instalments starting **1 October 2026**, ranging from **\$70,150 to \$106,750 per quarter** depending on the lot — **\$280,600 to \$427,000 per lot in total**. These amounts are on top of ordinary levies.
- Instalments unpaid a month after their due date bear 10% simple interest (s 85(1)–(2)) unless the owners corporation resolves to waive it (s 85(3)).

THE SAFEGUARDS

- **No works, no levy**: the motion is effective only if Motions 8 and 9 pass. If they fail, this motion is dead even if a majority votes for it.
- The reverse matters too: passing 8 and 9 without 10 leaves the works authorised but unfunded. **The three motions are a package** — each depends on the others to actually commence remedial works.
- This is an ordinary resolution — one vote per lot, simple majority of votes cast.

IF THIS EXACT PLAN DOESN'T SUIT YOU

The amount and the schedule in this motion aren’t the only way to fund the works Motion 8 authorises. Two ways to change them, neither of which derails the project:

- **Move an amendment tonight**. A motion can be amended from the floor without fresh notice, so long as the amendment stays within the form of the motion already notified (Sch 1, cl 18) — a different split across instalments, or different due dates, is fair game.
- **Or leave this one for later**. Motion 8 alone formally approves the works and deals with the sale argument effectively — a fully scoped, competitively priced repair plan is the answer to “the building’s falling apart, we have to sell.” Motions 9 and 10 can wait for a future meeting while the committee explores other ways to fund the same works — a loan, a different levy structure, staged instalments — and brings back a plan more owners are comfortable with.

This is real money and nobody should pretend otherwise: \$70,150–\$106,750 per quarter depending on your lot, four quarters starting 1 October 2026. It buys the fixed-scope, competitively tendered works in Motion 8, at a price and payment plan you can still amend on the floor tonight. How you vote on it is your decision.