

The Law Society of the Australian Capital Territory: Contract for Sale Schedule

Land	The unexpired term of the Lease	Unit 66	UP No. 3440	Block 13	Section 87	Division/District Belconnen
	and known as 66/11 Joy Cummings Place, Belconnen ACT 2617.					
Seller	Full name	Xiaowen Zhao & Hai Tao Shao				
	ACN/ABN					
	Address	31 Nevertire Street, Lawson ACT 2617				
Seller Solicitor	Firm	Brightstone Legal				
	Email	w.wang@brightstonelegal.com.au				
	Phone	02 6190 9999	Ref William Wang			
	DX/Address	Level 6, 15 London Circuit, Canberra ACT 2601				
Stakeholder	Name	Hive Property (ACT) Pty Ltd Trust Account				
Seller Agent	Firm	Hive Property (ACT) Pty Ltd				
	Email	hello@hiveproperty.co				
	Phone	0439 969 463	Ref Hannah Green			
	DX/Address	Level 1, 4 Campion Street, DEAKIN ACT 2600				
Restriction on Transfer	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 370 <input type="checkbox"/> section 280 <input type="checkbox"/> section 306 <input type="checkbox"/> section 351				
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
Occupancy	Mark one	<input type="checkbox"/> Vacant possession <input checked="" type="checkbox"/> Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents and				
Goods	Description	Fixed floor coverings, window treatments, dishwasher and light fittings as inspected.				
Date for Registration of Units Plan						
Date for Completion On or before 30 days from the date hereof.						
Electronic Transaction? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, using Nominated ELN: PEXA						
Land Tax to be adjusted? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes						
Residential Withholding Tax	New residential premises?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes	
	Potential residential land?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes	
	Buyer required to make a withholding payment?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes (insert details on p.3)	
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?		<input type="checkbox"/> No		<input type="checkbox"/> Yes	
	Clearance Certificates attached for all the Sellers?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes	

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

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

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

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

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- Proposed plan
- Inclusions list

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

- Inclusions list
- Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	nil	% per annum
Interest rate if the defaulting party is the Buyer	12	% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$ 660	(GST inclusive)

Tenancy Summary

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

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

Name		Phone	
Address			

RW Amount

(residential withholding payment) — further details

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

Supplier	Name			
	ABN		Phone	
	Business address			
	Email			
Residential Withholding Tax	Supplier's portion of the RW Amount:		\$	
	RW Percentage:			%
	RW Amount (ie the amount that the Buyer is required to pay to the ATO):		\$	
	Is any of the consideration not expressed as an amount in money?	<input type="checkbox"/> No	<input type="checkbox"/> Yes	
	If 'Yes', the GST inclusive market value of the non-monetary consideration:		\$	
	Other details (including those required by regulation or the ATO forms):			

Cooling Off Period

(for residential property only)

- 1 The Buyer may rescind this Contract at any time before 5pm on the 5th Business Day after the day this Contract is made except if any circumstance in paragraph 2 applies.
- 2 There is no cooling off period if:
 - the Buyer is a corporation; or
 - the Property is sold by tender; or
 - the Property is sold by auction; or
 - before signing this Contract, the Buyer gives the Seller a certificate in the form required by the Sale of Residential Property Act signed by the Buyer Solicitor; or
 - this Contract is made on the same day the Property was offered for sale by auction but passed in and the Buyer was recorded in the bidders record as a bidder or a person for whom a bidder was bidding.
- 3 A Buyer exercising the cooling off right by rescinding this Contract forfeits 0.25% of the Price. The Seller is entitled to recover the amount forfeited from the Deposit and the Buyer is entitled to a refund of any balance.

Warnings

- 1 The Lease may be affected by the *Residential Tenancies Act 1997 (ACT)* or the *Leases (Commercial & Retail) Act 2001 (ACT)*.
- 2 If a consent to transfer is required by law, see clause 4 as to the obligations of the parties.
- 3 As some risks associated with the Property pass from the Seller to Buyer on the Date of this Contract, (except if the Property is a Unit) the Buyer should take out insurance on the Property on the Date of this Contract.
- 4 The Buyer will usually have to pay stamp duty on the purchase of the Land. The Buyer may incur penalties if the Buyer does not pay the stamp duty within the required time.
- 5 There are serious risks to a Buyer releasing the Deposit before Completion. The Buyer should take legal advice before agreeing to release the Deposit.
- 6 The Buyer should consider the application of the Territory Plan and other planning and heritage issues before signing this Contract.
- 7 If the Lease is a concessional lease then restrictions on transfer and other dealings may apply.

Disputes

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

Exchange of Contract

- 1 An Agent, authorised by the Seller, may:
 - insert:
 - the name and address of, and contact details for, the Buyer;
 - the name and address of, and contact details for, the Buyer Solicitor;
 - the Price;
 - the Date of this Contract,
 - insert in, or delete from, the Goods; and
 - exchange this Contract.
- 2 An Agent must not otherwise insert, delete or amend this Contract.
- 3 **The Agent must not exchange this Contract unless expressly authorised by the Seller or (if a solicitor is acting for the Seller) by the Seller or the Seller Solicitor.**

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

1. Definitions and interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

- a Development not approved under the Planning Act including a development for which design and siting approval has not been obtained;
- a breach of the Building and Development Provision;

- a breach of any obligation of the Seller in a registered restrictive covenant affecting the Lease;
- a breach of any other term of the Lease;
- a breach of the articles of the Owners Corporation (if the Property is a Unit); or
- an Unapproved Structure;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

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

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

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

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

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

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

2. Terms of payment

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

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

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

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

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

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

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

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

3. Title to the Lease

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

4. Restrictions on transfer

- 4.1 The Lease is not subject to any restrictions on transfer other than any Restriction on Transfer.
- 4.2 If the Lease is subject to a Restriction on Transfer under the Planning Act due to non-compliance with the Building and Development Provision then this Contract is subject to the grant of the approval referred to in section 370 of the Planning Act. A Restriction on Transfer referring to "section 370" refers to this restriction.
- 4.3 If the Lease is a lease of the type referred to in section 279 of the Planning Act then this Contract is subject to the approval in accordance with the Planning Act. A Restriction on Transfer referring to "section 280" refers to this restriction.
- 4.3A If the Lease is subject to a Restriction on Transfer under section 306 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in sections 306 and 307 of the Planning Act. A Restriction on Transfer referring to "section 306" refers to this restriction.
- 4.3B If the Lease is subject to a Restriction on Transfer under section 351 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in section 351 of the Planning Act. A Restriction on Transfer referring to "section 351" refers to this restriction.
- 4.4 Immediately after the Date of this Contract the Seller must do everything reasonably necessary to remove the restriction or obtain the consent required. If requested in writing, the Buyer must join in any application of the Seller and must do everything reasonably necessary to enable the Seller to obtain the consent. The Seller must pay all associated fees in connection with the application.

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

5. Particulars of title and submission of transfer

- 5.1 Unless clause 5.3 applies the Seller need not provide particulars of title.
- 5.2 No later than 7 days before the Date for Completion, the Buyer must give the Seller a transfer of the Lease in the form prescribed by the Land Titles Act, to be returned by the Seller to the Buyer on Completion in registrable form.
- 5.3 If the Seller is not the registered proprietor of the Lease at the Date of this Contract, the Seller must give to the Buyer no later than 14 days before the Date for Completion a copy of the instrument and any other documents necessary to enable the Seller to be registered as proprietor.

6. Buyer rights and limitations

- 6.1 If the Buyer establishes before Completion that except as disclosed in this Contract there is any Unapproved Structure on the Property, then the Buyer may:
 - 6.1.1 require the Seller to arrange for the Unapproved Structure to be approved before Completion; and
 - 6.1.2 if the Unapproved Structure is not approved before Completion, rescind or complete and sue the Seller for damages.
- 6.2 If the Buyer establishes, immediately before Completion, that, except as disclosed in this Contract:
 - 6.2.1 the Property is subject to an encumbrance other than the encumbrances shown on the title to the Lease; or
 - 6.2.2 the Buyer is not entitled to vacant possession, then the Buyer may either:
 - 6.2.3 rescind; or
 - 6.2.4 complete and sue the Seller for damages.
- 6.3 The Buyer is not entitled to make any requisitions on the title to the Property.
- 6.4 The Buyer cannot make a claim or objection or rescind or terminate in respect of:
 - 6.4.1 a Service for the Property being a joint service or passing through another property, or any Service for another property passing through the Property;
 - 6.4.2 a wall being or not being a party wall or the Property being affected by an

easement for support or not having the benefit of an easement for support;

- 6.4.3 any change in the Property due to fair wear and tear before Completion;
- 6.4.4 a promise, representation or statement about this Contract, the Property or the Lease, not made in this Contract;
- 6.4.5 any Breach of Covenant described in the Schedule or disclosed elsewhere in this Contract;
- 6.4.6 the ownership or location of any dividing fence;
- 6.4.7 the ownership of any fuel storage tank; and
- 6.4.8 anything disclosed in this Contract (except an Affecting Interest).

7. Seller warranties

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

- 7.1.1 the Seller will be able to complete at Completion;
- 7.1.2 the Seller has no knowledge of any unsatisfied judgment, order or writ affecting the Property;
- 7.1.3 the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property; and
- 7.1.4 the Seller is not aware of any material change in the matters disclosed in the Required Documents.

7.2 The Seller warrants that on Completion:

- 7.2.1 the Seller will be or will be able to be the registered proprietor of the Lease and will own the rest of the Property free from any Affecting Interests;
- 7.2.2 the Seller will have the capacity to complete;
- 7.2.3 there will be no unsatisfied judgment, order or writ affecting the Property;
- 7.2.4 the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property;
- 7.2.5 the Seller is not aware of any encroachments by or upon the Property except as disclosed. This warranty does not extend to the location of any dividing fence;
- 7.2.6 there will be no Breach of Covenant except as disclosed in this Contract; and
- 7.2.7 unless disclosed in the Schedule or elsewhere in this Contract, the Lease is a

Non-Land Rent Lease and not a Land Rent Lease.

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

8. Adjustments

- 8.1 The Seller is entitled to the Income and is liable for all Land Charges up to and including Completion after which the Buyer will be entitled to the Income and liable for the Land Charges, provided the Seller will be liable for all land tax in respect of the Property if the 'Land Tax to be adjusted?' option on the Schedule is marked 'No'.
- 8.2 The parties must pay any adjustment of the Income and Land Charges calculated under clause 8.1 on Completion.
- 8.3 Any concessional Land Charges must be adjusted on the concessional amount of those Land Charges.
- 8.4 If any of the Land Charges have not been assessed on Completion, the Buyer will be entitled to retain in the Buyer Solicitor trust account from the Balance of the Price an amount sufficient to pay the Seller's proportion of those Land Charges.
- 8.5 Attached are copies of the relevant invoices for the cost of obtaining the Building and Compliance Inspection Report and Pest Inspection Report. The Buyer must pay to the Seller the cost of obtaining the Building and Compliance Inspection Report and the Pest Inspection Report as required by section 18 of the Sale of Residential Property Act on Completion.

9. Terms of possession

- 9.1 The Seller must give the Buyer vacant possession of the Property on Completion unless otherwise marked in the Schedule.
- 9.2 If the Property is sold subject to a tenancy, the Seller has:
 - 9.2.1 attached to this Contract a copy of the signed Tenancy Agreement; or
 - 9.2.2 completed the tenancy summary on page 2 of this Contract.
- 9.3 If the Property is sold subject to a tenancy:
 - 9.3.1 the Seller warrants that except as disclosed in this Contract:
 - (a) if applicable, the rental bond has been provided in accordance with the Residential Tenancies Act;
 - (b) if applicable, the Seller has complied with the Residential Tenancies Act;

- (c) if applicable, the Seller has no notice of any application by the tenant for the release of the rental bond;
- (d) no notices relating to the tenancy have been served on the Seller or any agent of the Seller or on the tenant other than as disclosed in this Contract and there are no outstanding claims or disputes with the tenant;
- (e) there is no unremedied breach of the Tenancy Agreement by the tenant or the Seller; and
- (f) if applicable, the Tenancy Agreement incorporates:
 - (i) the Prescribed Terms; and
 - (ii) any other terms approved by the Residential Tenancies Tribunal.

9.3.2 The Seller must hand to the Buyer on Completion:

- (a) any written Tenancy Agreement to which this Contract is subject;
- (b) a notice of attornment;
- (c) if applicable, any notice required to be signed by the Seller to transfer the rental bond by the Office of Rental Bonds to the Buyer; and
- (d) if applicable, any other notice required to be signed by the Seller under the Residential Tenancies Act.

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

10. Inspection and condition of Property

- 10.1 The Buyer may on reasonable notice to the Seller and at reasonable times inspect the Property before Completion.
- 10.2 The Seller must leave the Property clean and tidy on Completion.

11. Inspection of building file

- 11.1 The Seller must, if requested by the Buyer, give to the Buyer all authorities necessary to enable the Buyer (or Buyer's nominee) to inspect and obtain at the Buyer's expense, copies of:
 - 11.1.1 any document in relation to the Land and Improvements held by any government or statutory authority; and

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

12. Additional Seller obligations

- 12.1 Except for any Breach of Covenant disclosed in this Contract, the Seller must before Completion:
 - 12.1.1 comply with any notice issued by any authority before the Date of this Contract which requires work to be done or money to be spent on or in relation to the Property or the Lease;
 - 12.1.2 obtain approval for any Development conducted on the Land;
 - 12.1.3 comply with the Lease to the extent to which the Seller is required to comply up to Completion;
 - 12.1.4 comply with any obligations on the Seller in a registered restrictive covenant affecting the Lease; and
 - 12.1.5 give the Buyer notice of any material change (other than fair wear and tear) the Seller becomes aware of in the matters disclosed in the Required Documents, since the date of each of the relevant Required Documents.

13. Electronic transaction

- 13.1 In this clause 13, the following words mean:

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

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

Conveyancing Transaction has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

Electronic Workspace has the meaning given in the Participation Rules;

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

ELN has the meaning given in the Participation Rules;

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

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

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

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

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

Nominated ELN means the ELN specified in the Schedule;

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

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

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

- 13.2 This Conveyancing Transaction is to be conducted as an Electronic Transaction and this Contract is amended as required if:
- 13.2.1 this Contract says that it is an Electronic Transaction; or
- 13.2.2 the parties otherwise agree that it is to be conducted as an Electronic Transaction.
- 13.3 However, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:
- 13.3.1 if the title to the Lease is not Electronically Tradeable or the transfer of the Lease is not eligible to be lodged electronically; or
- 13.3.2 if, at any time after the Effective Date, but at least 14 days before the Date for Completion, a party serves a notice on the other party stating a valid reason why it cannot be conducted as an Electronic Transaction.
- 13.4 If, because of clause 13.3.2, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:
- 13.4.1 each party must:
- (a) bear equally any disbursements or fees; and
- (b) otherwise bear that party's own costs; incurred because this Conveyancing Transaction was to be conducted as an Electronic Transaction; and
- 13.4.2 if a party has paid all of a disbursement or fee which by reason of this clause, is to be borne equally by the parties, that amount must be adjusted on Completion.
- 13.5 If this Conveyancing Transaction is to be conducted as an Electronic Transaction:
- 13.5.1 to the extent that any other provision of this Contract is inconsistent with this clause, the provisions of this clause prevail and this Contract is amended to give full effect to the Electronic Transaction;
- 13.5.2 without limiting clause 13.5.1, clause 5.2 does not apply;
- 13.5.3 the parties must conduct the Electronic Transaction:
- (a) in accordance with the Participation Rules and the ECNL; and
- (b) using the Nominated ELN, unless the parties otherwise agree;
- 13.5.4 a party must pay the fees and charges payable by that party to the ELN and the

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

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

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

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

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

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

14. Off the plan purchase and Compliance Certificate

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

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

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

15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

17. Compensation claims by Buyer

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

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

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

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

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

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

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

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

- the Stakeholder in trust for the Seller and the Buyer;
- (c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;
 - (d) the decision of the arbitrator is final and binding;
 - (e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;
 - (f) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer;
 - (g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and
 - (h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.
- 18.3.2 be ready willing and able to complete but for some default or omission of the other party.
- 18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.
- 18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.
- 18.6 A Default Notice:
- 18.6.1 must specify the default;
 - 18.6.2 must require the party served with the Default Notice to rectify the default within 7* days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case the period specified in clause 52.6 will apply; and
 - 18.6.3 cannot be used to require a party to complete this Contract.
- 18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.
- 18.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 18.9 Clauses 19 or 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.
- 18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.
- 18.11 The parties agree that the time referred to in clauses 18.2 and 18.6.2 is fair and reasonable.

18. Notice to Complete and Default Notice

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

19. Termination — Buyer default

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

* Alter as necessary

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

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

20. Termination – Seller default

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

- 20.1.1 terminate and seek damages; or
20.1.2 enforce without further notice any other rights and remedies available to the Buyer.

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

21. Rescission

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

- 21.1.1 the Deposit and all other money paid by the Buyer must be refunded to the Buyer immediately without any further authority being necessary; and
21.1.2 neither party is liable to pay the other any amount for damages, costs or expenses.

22. Damages for delay in Completion

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

- 22.1.1 if the defaulting party is the Seller, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion;
22.1.2 if the defaulting party is the Buyer, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and
22.1.3 the amount this Contract says on page 2 to be applied towards any legal costs and disbursements incurred by the party not

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

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

- 22.3 The parties agree that:

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

23. Foreign Buyer

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

- 23.2 This clause is an essential term.

24. GST

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

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

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

- 24.3.1 the Relevant Party must adjust or pay at that time any GST added to or included in the amount; but
24.3.2 if this Contract says this sale is a taxable supply, and payment would entitle the Relevant Party to claim an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment or payment is or was entitled multiplied by the GST Rate.

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

- 24.4.1 the parties agree the supply of the Property is the supply of a going concern;
- 24.4.2 the Seller must on Completion supply to the Buyer all of the things that are necessary for the continued operation of the enterprise;
- 24.4.3 the Seller must carry on the enterprise until Completion;
- 24.4.4 the Buyer warrants to the Seller that on Completion the Buyer will be registered or required to be registered; and
- 24.4.5 if for any reason (and despite clauses 24.1 and 24.4.1) the sale of the Property is not the supply of a going concern but is a taxable supply:
- (a) the Buyer must pay to the Seller on demand the amount of any GST payable by the Seller in respect of the sale of the Property; and
 - (b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of clause 24.4.5(a).
- 24.5 If this Contract says the margin scheme applies:
- 24.5.1 the Seller warrants that it can use the margin scheme; and
 - 24.5.2 the Buyer and Seller agree that the margin scheme is to apply,
- in respect of the sale of the Property.
- 24.6 If this Contract says the sale is a taxable supply, does not say the margin scheme applies to the sale of the Property, and the sale is in fact not a taxable supply, then the Seller must pay the Buyer on Completion an amount of one-eleventh of the Price.
- 24.7 Unless the margin scheme applies the Seller must, on Completion, give the Buyer a tax invoice for any taxable supply by the Seller by or under this Contract.
- 25. Power of attorney**
- 25.1 Any party who signs this Contract or any document in connection with it under a power of attorney must, on request and without cost, provide the other party with a true copy of the registered power of attorney.
- 26. Notices claims and authorities**
- 26.1 Notices, claims and authorities required or authorised by this Contract must be in writing.
- 26.2 To serve a notice a party must:
- 26.2.1 leave it at; or
 - 26.2.2 send it by a method of post requiring acknowledgment of receipt by the addressee to,

the address of the person to be served as stated in the Schedule or as notified by that person to the other as that person's address for service under this Contract; or
 - 26.2.3 serve it on that party's solicitor in any of the above ways; or
 - 26.2.4 deliver it to an appropriate place in the facilities of a document exchange system in which the recipient solicitor has receiving facilities (and in the latter case service is deemed effected on the Business Day following delivery); or
 - 26.2.5 transmit it by email to a party's solicitor to the email address for that solicitor as stated in the Schedule or as notified by that solicitor to the other solicitor as the email address for service under this Contract.
- 26.3 A party's solicitor may give a notice, claim or authority on behalf of that party.
- 27. Unit title**
- 27.1 The following clauses 28 to 39 inclusive apply if the Property is a Unit.
- 28. Definitions and interpretation**
- 28.1 A reference in these clauses 28 to 39 inclusive to a section or Part is a reference to a section or Part of the Unit Titles Management Act.
- 28.2 For the purposes of a claim for compensation pursuant to clause 39, the provisions of clause 17 will apply provided that clause 17.1.1(c) is amended to read "the Buyer does not give notice to the Seller waiving the claim, or so much of it as exceeds 5% of the Price within 14 days after receiving the notice".
- 29. Title to the Unit**
- 29.1 Clauses 3.1, 3.2 and 3.3 do not apply.
- 29.2 The Unit Title is or will before Completion be granted under the Planning Act and is or will before Completion be registered under the *Land Titles (Unit Titles) Act 1970 (ACT)*.
- 29.3 The Unit Title is transferred subject to the Units Plan under which the lease to the Unit is held.
- 30. Buyer rights limited**
- 30.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any Breach of Covenant of the Unit Title, any breach of the

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

31. Adjustment of contribution

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

32. Inspection of Unit

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

33. Seller warranties

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

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

- (a) defects arising through fair wear and tear; and
- (b) defects disclosed in this Contract;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. Damage or destruction before Completion

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

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

35. Notice to Owners Corporation

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

36. Unit Title Certificate

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

37. Unregistered Units Plan

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

- 37.1 This clause 37 applies if at the Date of this Contract, the Units Plan has not been registered.
- 37.2 The Seller must attach a copy of the proposed Units Plan or a sketch plan showing the location and dimensions of the Unit sufficient to enable the Buyer to determine the location and dimensions of the Unit in relation to other units and the Common Property in the proposed development.
- 37.3 If the Units Plan is not registered by the date specified in the Schedule, or elsewhere in this Contract, the Buyer may at any time after that date by notice served on the Seller require that the Units Plan be registered within 14 days of the service of the notice. If the Units Plan is not registered within the time limited by the notice the Buyer may at any time after expiry of the time in the notice rescind and clause 21 will apply.
- 37.4 If the Seller notifies the Buyer that the Units Plan is registered before rescission under this clause, the Buyer will not be entitled to rescind under this clause.
- 37.5 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:
- 37.5.1 any minor variations to the Unit between the plan attached, and the Units Plan registered by the Registrar General; or
- 37.5.2 any minor alterations required by an authority or the Registrar General in the number, size, location or Unit Entitlement of any other unit in the Units Plan or in or to the Common Property provided the proportion of the Unit Entitlement of the Unit to the other units in the Units Plan is not varied.
- In this clause, a minor variation is any variation less than 5% to either the size or value of the Unit described in the plan attached.
- 37.6 After the Owners Corporation has been constituted under section 8, the Seller must cause the Owners Corporation to comply with the rules of the Owners Corporation and with Parts 2, 3, 4, 5 and 7 to the extent to which the Owners Corporation is required by law to comply with those provisions up to the Date for Completion.
- 37.7 The Seller must not permit the Owners Corporation to vary the rules of the Owners

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

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

38. Rescission of Contract

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

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

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

39. Claims for compensation

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

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

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

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

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

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

40. Community title

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

41. Definitions and interpretation

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

42. Buyer rights limited

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

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

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

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

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

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

46. Incomplete development of Community Title Scheme

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

47. Incomplete development of Lot

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

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

48. Required first or top sheet

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

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

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

51. Foreign Resident Withholding Tax

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

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

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

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

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

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

Relevant Price means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

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

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

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

52. Deposit by Instalments

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

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

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

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

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

- 52.4 The Deposit becomes the Seller's property on Completion or on the earlier termination of this Contract by the Seller for the Buyer's default.
- 52.5 If the First Instalment of the Deposit is:
- 52.5.1 not paid on time and in accordance with clause 52.3; or
- 52.5.2 paid by cheque and the cheque is not honoured on first presentation,
- the Buyer is in default and the Seller may terminate this Contract immediately by written notice to the Buyer (without the notice otherwise necessary under clause 18) and clause 19 applies. If the Seller does not terminate this Contract in accordance with this clause 52.5, then this Contract remains on foot, subject to this clause 52.5, until either the Seller terminates the Contract pursuant to this clause 52.5, or waives the benefit of this clause 52.5 pursuant to clause 52.8.
- 52.6 If the Second Instalment of the Deposit is not paid on time in accordance with clause 52.3, then the Seller cannot immediately terminate the Contract for the Buyer's breach of an essential condition. The Seller must make timing of the payment of the Second Instalment an essential condition of the Contract by serving on the Buyer a Default Notice requiring the Buyer to pay the Second Instalment within 14* days after service of the Default Notice (excluding the date of service).
- 52.7 For clarity, the Buyer must pay the full Price to the Seller, on or before Completion.
- 52.8 These clauses 52.2 to 52.8 inclusive are for the benefit of the Seller. The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of these clauses 52.2 to 52.8 inclusive is waived.

53. Residential Withholding Tax

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

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

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

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

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

- 53.2 The Seller must provide the Buyer with the RW Amount Information no later than 7 days after the Date of this Contract.
- 53.3 If the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'no' or if no selection is made, the Seller warrants to the Buyer that the Buyer is not required to make a payment under section 14-250 in relation to the supply of the Property from the Seller to the Buyer.
- 53.4 The following clauses 53.5 to 53.9 inclusive only apply if the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'yes'.
- 53.5 Subject to any adjustments to the Price that may arise after the date that the RW Amount Information is provided in accordance with clause 53.2 and which affect the RW Amount, the Seller warrants to the Buyer on the date that the RW Amount Information is provided to the Buyer that the Seller has provided the Buyer with the information required under section 14 255 of the Withholding Law in relation to the supply of the Property from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.
- 53.6 The Buyer must provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO no later than:
- 53.6.1 21 days after a written request from the Seller; or
- 53.6.2 7 days prior to the Date for Completion, whichever is the earlier.
- 53.7 The Buyer must provide the Seller with evidence of submission by the Buyer to the ATO of the 'GST property settlement date confirmation online form', with such evidence to be provided prior to or on Completion.

* Alter as necessary

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

Unit 66 UP No. 3440
Block 13 Section 87 Belconnen

SPECIAL CONDITIONS

These are the special conditions to The Law Society of the Australian Capital Territory: Contract for Sale

BETWEEN	(Seller)
AND	(Buyer)

1. Entire agreement

- 1.1 The Buyer acknowledges that the provisions of this Contract (including the annexures hereto) constitute the full and complete understanding between the parties and that there is no other understanding, agreement, warranty or representation whether expressed or implied in any way extending, defining or otherwise relating to the provisions of this Contract binding on the parties hereto with respect to any matter to which this Contract relates.
- 1.2 The Buyer further acknowledges that he/she has relied entirely upon his/her own enquiries and inspections made relating to the Property and all services and installations provided to it before entering into this Contract.

2. Inconsistencies

- 2.1 If there are any inconsistencies between these special conditions and the provisions of the Contract for Sale, these special conditions shall prevail to the extent of the inconsistency.
- 2.2 The parties agree that should any provision be held to be contrary to law, void or unenforceable, then such provisions shall be severed from this Contract and such remaining provisions shall remain in full force and effect.

3. Amendments to standard conditions

The Contract is amended as follows:

- (a) Clause 4 is deleted;
- (b) Clause 5.1 is deleted;
- (c) Clause 5.3 is deleted;
- (d) Clause 8.1 is deleted and replaced with the following clause.

‘The Seller is entitled to Income up to and including Completion after which the Buyer will be entitled to the Income. The Seller is liable for all Land Charges (including Owners Corporation contributions) up to the day before Date for Completion after which the Buyer will be liable for the Land Charges.’
- (e) Clause 9.3.1(f) is deleted;
- (f) Clause 13.5.4 is amended by replacing the words “a party” with the words “the Buyer” and replacing the words “that party” with the words “the Seller”;
- (g) Clause 17.1.1: replace ‘5% of the Price’ with ‘\$1,000.00’;
- (h) Clause 17.1.2: replace ‘5% of the Price’ with ‘\$1,000.00’;
- (i) Clause 18.12: is inserted as follows:

'If the Seller serves a Notice to Complete or Default Notice upon the Buyer arising from a breach of terms of the Contract by the Buyer, the Buyer must pay to the Seller on completion an amount of \$660.00 (inclusive of GST) to cover the legal expenses of the Seller. This payment shall not in any way limit the Seller's right to receive payment of any other damages arising from the Buyer's breach of this Contract.

(j) Clause 20.1.1: delete the words 'and seek damages';

(k) Clause 22.1.2: is deleted and replaced with the following clause.

'if the defaulting party is the Buyer, interest on the Price at rate of 12% per annum, calculated on a daily basis from the Date for Completion to Completion (inclusive);

(l) Clause 22.1.3 is amended by inserting the words "If the defaulting party is the Buyer" at the beginning of the sentence and replacing words "party not at fault" with the word "Seller"

(m) Clause 37 is deleted;

(n) Clauses 40 to 50 are deleted; and

(o) Clause 52.6 is amended by deleting "14" and replace with "7".

4. Acknowledgements by the Buyer

4.1 Representations and Warranty

The Buyer acknowledges that it does not rely on any representation, statement, warranty, condition or promise made by or on behalf of the Seller except as stated in this Contract or where implied by legislation that cannot be excluded.

4.2 Repairs

The Buyer cannot require the Seller to carry out any repairs or works to the Property unless the repairs or works required to be carried out are specified in these Special Conditions.

4.3 Condition of the Property

The Buyer accepts the Property as is and acknowledges that they cannot make a claim, requisition, rescind, terminate or delay Completion in respect of the nature, quality, state of repair and condition, latent or patent, defects dilapidation or infestation of the Property unless the Buyer has a statutory right to do so.

5. Agent's Commission

5.1 Seller's Warranty

The Seller warrants that it has not entered an exclusive agency agreement for the sale of the Property with any agent other than the Seller's agent.

5.2 Buyer's Warranty

The Buyer warrants that it has not been introduced directly or indirectly to either the Seller or the Property by any person other than the Seller's agent.

5.3 Buyer's Indemnity

The Buyer indemnifies the Seller against any claim or demand for commission or remuneration by any person other than the Seller's agent arising from a breach of the Buyer's warranty under Special Condition Clause 5.2.

5.4 This Special Condition 5 shall survive completion, termination or rescission of this Contract.

6. Termination on incapacity of a party

6.1 Natural Person

If a party, as a natural person (and, if comprising more than one person, any one or more of them) before Completion;

- (a) dies; or
- (b) is found by a court or tribunal to be incapable of administering his or her estate or affairs; or
- (c) enters a scheme of arrangement; or
- (d) makes an assignment for the benefit of creditors,

then the other party may rescind this Contract and the provisions of clause 21 apply.

6.2 Company

If a party, as a company or an authority (and, if comprising more than one company or authority, any one or more of them) before Completion:

- (a) appoints or has appointed an administrator or receiver over the whole or any part of its assets or undertaking; or
- (b) resolves to go into liquidation; or
- (c) has a summons or application presented or an order made for its winding up; or
- (d) enters into a deed of arrangement, assignment or composition for the benefit of creditors, the other party may rescind this Contract and the provisions of clause 21 apply.

then the other party may rescind this Contract and the provisions of clause 21 apply.

7. Presence of asbestos

7.1 Seller's Warranty

The Seller warrants that all relevant information concerning the presence of asbestos in the Property in the Seller's possession will be made available to the Buyer for the purposes of this Contract.

Despite Special Condition 7.1, the Seller does not warrant that the Property is free of any form of asbestos.

7.2 Buyer to rely on own enquiries

In entering into this Contract, the Buyer warrants and acknowledges that they have made and relied on their own enquiries as to whether any form of asbestos is present in the Property and the consequences of the presence of any asbestos on the Property and will make no claim, requisition, rescind, terminate or delay Completion, in respect of the existence or discovery of asbestos on or in the Property.

7.3 ACT Government Asbestos Website

The Buyer acknowledges that they have been referred to the website <https://www.asbestostaskforce.act.gov.au/>

8. Keys

Upon Completion, the Seller will provide the Buyer with all keys necessary for the Buyer to enter the

Improvements and any other keys in the Seller's possession. The Buyer will make no objection, requisition or claim for compensation with respect to the availability or others of any other keys to the Improvements.

9. Notice

9.1 In this Special Condition 8, "**Relevant Person**" has the following meaning:

- (a) for the Buyer, means the Buyer's Solicitor; and
- (b) for the Seller, means the Seller's Solicitor.

9.2 Any notice, request, demand, consent or other communication required or authorised by this Contract to be given or made under or pursuant to this Contract shall be deemed to have been duly given or made if it is sent by electronic mail to the Relevant Person's email address as notified by the Relevant Person from time to time.

9.3 Any notice sent pursuant to Special Condition 9.2 shall be deemed to have been received on the day it is sent if a Business Day, or otherwise the next Business Day.

9.4 Any notice sent pursuant to Special Condition 9.2 after 5:00 pm in the location of the Relevant Person shall be deemed to have been received on the next Business Day.

10. Cancelled or rescheduled settlement

If the Buyer fails to effect settlement after appropriate arrangements have been made, the sum of \$385.00 (inclusive of GST) for each instance is payable by the Buyer which amount shall be added to the balance payable on completion to cover legal costs and other expenses incurred by the Seller as a consequence of rescheduling settlement, as a genuine pre-estimate of those additional expenses.

11. Additional and incorrect calculations

The parties agree that if, on completion, any appointment of payments due to be made under this Contract is overlooked, or incorrectly calculated, they will forthwith upon being requested to do so by the other party, make a correct calculation and pay such amount to the other party as is required by that correct calculation to be payable. It is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this Contract, and shall continue in full force, and effect, notwithstanding completion.

12. Required Documents

12.1 Required Documents under this clause means the documents attached to this Contract as listed on page 2 of the Contract.

12.2 The Buyer acknowledges that the Buyer has received the Required Documents and had the opportunity to make its own enquiries and obtain independent legal advice for the matters relating to this Contract and the Required Documents.

12.3 The Buyers warrants that the Buyer is satisfied with all the Required Documents provided in the Contract under the Civil Law (Sale of Residential Property) Act 2003 ('ACT') and will not raise any objection or requisition, make any claim for compensation or damages, delay completion or rescind or terminate the Contract for anything disclosed in the Required Documents except in accordance with the Buyer's right under the ACT.

13. Suitability

The Buyer acknowledges that the Seller does not in any way warrant the use to which the Property may be put, and the Buyer is satisfied with the requirements of all responsible authorities in relation to the use of the Property for any and all purposes. The Buyer cannot make any claim, objection, requisition, rescind or terminate this Contract in respect of the suitability or lack of suitability of the Property for any particular purposes.

14. Standard Conditions for Conduct of Public Auctions of Residential Property

- 14.1 The auctioneer may make 1 bid for the seller of the property at any time during the auction.
- 14.2 Each person bidding must be entered on the bidders record.
- 14.3 The auctioneer may refuse any bid.
- 14.4 The auctioneer may decide the amount by which the bidding is to be advanced.
- 14.5 The auctioneer may withdraw the property from sale at any time.
- 14.6 The auctioneer may refer a bid to the seller at any time before the end of the auction.
- 14.7 If there is a dispute about a bid, the auctioneer may resubmit the property for sale at the last undisputed bid or start the bidding again.
- 14.8 If there is a dispute about a bid, the auctioneer is the sole arbiter and the auctioneer's decision is final.
- 14.9 The sale is subject to a reserve price unless the auctioneer announces otherwise.
- 14.10 The highest recorded bidder will be the buyer, subject to any reserve price.
- 14.11 If a reserve price has been set for the property and the property is passed in below the reserve price, the seller must first negotiate with the highest bidder for the purchase of the property.
- 14.12 The buyer must sign the contract and pay the deposit immediately after the fall of the hammer.

Director Guarantee

I/We (“**Guarantor**”)
(Name of ALL Directors)

of (Address)

Agree as follows:

1. In consideration of the Seller entering into this Contract at my/our request, I/we agree to guarantee to the Seller:
 - a. the performance and observance by the Buyer of all of its obligations under this Contract, before, on and after Completion of this Contract; and
 - b. the payment of all money payable to the Seller or to third parties under this Contract or otherwise.
2. I/we as Guarantor/s:
 - a. indemnifies the Seller against all actions, suits, claims, demands and losses which the Seller may incur, suffer, or be liable as a result of any default act or omission on the part of the Buyer under the Contract; and
 - b. must pay on demand any money due to the Seller under this indemnity.
3. I/we as Guarantor/s is jointly and severally liable with the Buyer to the Seller for:
 - a. the Buyer’s performance of its obligations under the Contract; and
 - b. any damage incurred by the Seller as a result of the Buyer’s failure to perform its obligations under the Contract, or the termination of the Contract by the Seller.
4. I/we agrees until the Buyer and Guarantor have performed all their obligations under the Contract, and the Seller has received all money payable to it under the Contract, neither the Buyer nor the Guarantor may:
 - a. claim or receive the benefit of a dividend or distribution, a payment of the estate or assets, or a payment in the liquidation, winding-up or bankruptcy of a person liable jointly with the Buyer or Guarantor to the Seller or liable under a security for money payable by the Buyer or Guarantor; or
 - b. prove in an estate or in relation to an asset in a liquidation, winding-up or bankruptcy in competition with the Seller unless the amount the Seller is entitled to will not be reduced as a result.
5. This is a continuing guarantee and binds me/us notwithstanding:
 - a. my/our subsequent death, bankruptcy or liquidation or the subsequent death, bankruptcy or liquidation of any one or more to the Buyer or the Buyer’s Directors;
 - b. any indulgence, waiver or extension of time by the Seller to the Buyer or to me/us or to the Buyer’s Directors; and
 - c. Completion of this Contract.
6. In the event of any breach by the Buyer covered by this Guarantee including in the payment of any money payable to the Seller or to third parties under this Contract or otherwise, the Seller may proceed to recover the amount claimed as a debt or as damages from me/us without having instituted legal proceedings against the Buyer or any other of the Buyer’s Directors and without first exhausting the Seller’s remedies against the Buyer.

EXECUTION

Signed, sealed and delivered by
..... in the presence of the
following witness:

.....
Witness signature

.....
Guarantor Signature

.....
Witness name

.....
Guarantor Name

Signed, sealed and delivered by
..... in the presence of the
following witness:

.....
Witness signature

.....
Guarantor Signature

.....
Witness name

.....
Guarantor Name

Signed, sealed and delivered by
..... in the presence of the
following witness:

.....
Witness signature

.....
Guarantor Signature

.....
Witness name

.....
Guarantor Name

Volume 1910 Folio 36 Edition 4

AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH

LAND

Belconnen Section 87 Block 13 on Deposited Plan 10554 with 67 units on Unit Plan 3440

Unit 66 (Class B) entitlement 134 of 10000, 0 subsidiaries

Lease commenced on 09/02/2010, terminating on 06/12/2104

Proprietor

Xiaowen Zhao

PO Box 7033 Greenway ACT 2900

Hai Tao Shao

PO Box 7033 Greenway ACT 2900

as Joint Tenants

REGISTERED ENCUMBRANCES AND INTERESTS

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

Registered Date	Dealing Number	Description
09/02/2010	1671826	Easement for access - Refer Instrument
09/02/2010	1671827	Easement for access - Refer Instrument
19/05/2025	3383572	Mortgage to National Australia Bank Limited (ACN: 004 044 937)

End of interests

AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH

LAND

Belconnen Section 87 Block 13 on Deposited Plan 10554 with 67 units on Unit Plan 3440

Lease commenced on 09/02/2010, terminating on 06/12/2104

COMMON PROPERTY

Proprietor

The Owners-Units Plan No 3440

Link Corporate Services Pty Ltd PO Box 154 Curtin, ACT 2605

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Easements

Easement In Units Plan: Current

Registered Date	Dealing Number	Description
09/02/2010	1671826	Easement for access - Refer Instrument
09/02/2010	1671827	Easement for access - Refer Instrument
29/10/2010	1712825	Application to Note Special Resolution
27/01/2012	1781833	Change of Address
29/10/2020	3031811	Application to Note Special Resolution
09/06/2023	3248315	Application to Note Special Resolution

End of interests

ADMINISTRATIVE INTERESTS

Administrative interests information is **not** guaranteed by the Registrar-General, and the Registrar-General nor an authorised entity incurs liability for any omission, misstatement or inaccuracy in the information.

Territory Planning Authority - For further information concerning the following administrative interests, please refer to decided development application information available at <https://www.planning.act.gov.au/> or on the DA Finder App, available for download on iOS and Android mobile devices. Alternatively, please contact Access Canberra Land, Planning and Building Services at ACEPDcustomerservices@act.gov.au or 6207 1923. The Territory Planning Authority's administrative interest information has been provided to the Registrar-General since 1 February 2010.

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
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ACT
Government

Product	Title Details
Date/Time	21/08/2025 04:52PM
Customer Reference	103118: 250450 - Hai
Order ID	20250821001632
Cost	\$35.00

201426058	Development Application	24/09/2014	MERIT TRACK - MINOR NOTIFICATION	APPROVAL CONDITIONAL	04/11/2014
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Description

MULTIRESIDENTIAL-PERGOLA-UNIT 55. Proposed installation of pergola with roof on first floor balcony and vergola on ground floor.



LEASE CONVEYANCING ENQUIRY

Your response is sought to the following questions in relation to:

LAND: Please provide details of the land you are enquiring about.

Unit	66	Block	13	Section	87	Suburb	BELCONNEN
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Leased by the Australian Capital Territory on behalf of the Commonwealth under the Land (Planning and Environment) Act 1991, Planning & Development Act 2007 and Planning Act 2023.

	No	Yes
1. Have any notices been issued relating to the Crown Lease?	(X)	()
2. Is the Lessor aware of any notice of a breach of the Crown Lease?	(X)	()
3. Has a Certificate of Compliance been issued? (N/A ex-Government House)	()	()
Certificate Number: 66454		
Dated: 13-JAN-10		

Please Note: There are no development covenants within the current Crown Lease, therefore a Compliance Certificate is not applicable. A Certificate of Compliance was issued on the previous surrendered Crown Lease.

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

Applicant's Name : Info Track

E-mail Address :

Client Reference : 103118: 250450 - Hai Tao Shao - 17148787

Date: 28-AUG-25 09:22:58



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

28-AUG-2025 09:22

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 5

INFORMATION ABOUT THE PROPERTY

BELCONNEN Section 87/Block 13/Unit 66

Building Class: B

Area(m2): 28,684.8

Unimproved Value: \$7,370,000

Year: 2025

Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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



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28-AUG-2025 09:22

PLANNING AND LEASE MANAGER (PaLM)
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Page 2 of 5

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA202443645 **Lodged** 12-DEC-24 **Type** See Subclass

-- Application Details -----

Description

PLANNING ACT 2023 - PROPOSAL FOR DWELLING ALTERATIONS AND ADDITIONS - Demolition of proposed garage roof, external wall and alterations and additions including first floor extension, replacement of existing window and associated works.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Belconnen	Belconnen	87	13-13	44

-- Involved Parties -----

Role	Name
Lessee	Lisa Twigg
Lessee	Chris Twigg
Applicant	Architects Ring & Associates
Representor	Hellyer, Grahame & Frances

-- Activities -----

Activity Name	Status
Standard	Approval Conditional

Application DA202239904 **Lodged** 18-MAR-22 **Type** See Subclass

-- Application Details -----

Description

PLANNING ACT 2023 - AMENDMENT TO APPROVED DA202239904-S205A. Amendment to the development application for partial demolition of the existing garage and extension to the garage to accommodate 2 vehicles and associated site works (Unit 54) - the amendment is to retain existing garage and garage structures, new single car garage, roof and associated works.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Belconnen	Belconnen	87	13-13	54

-- Involved Parties -----

Role	Name
Lessee	Alexandra Balassopulo
Lessee	Dan Popescu
Applicant	Architects Ring & Associates
Representor	Mccann, Pete
Representor	Kelly, Letitia

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



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 LAND, PLANNING & BUILDING SERVICES
 8 Darling Street
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28-AUG-2025 09:22

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 3 of 5

Application DA201426058 **Lodged** 24-SEP-14 **Type** See Subclass

-- Application Details -----

Description

MULTIRESIDENTIAL-PERGOLA-UNIT 55. Proposed installation of pergola with roof on first floor balcony and vergola on ground floor.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Belconnen	Belconnen	87	13-13	55

-- Involved Parties -----

Role	Name
Lessee	Annette Moorby
Lessee	Robert Matruglio
Applicant	Home Plus Vergola

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional

Application DA200704653 **Lodged** 08-NOV-07 **Type** Lease Variation

-- Application Details -----

Description

Subdivision - To subdivide the existing block into three parcels: Block A - 28,685.9 square metres; Block B - 2,729.1 square metres; Block C - 2,554.4 square metres.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Belconnen	Belconnen	87	10-10	
Belconnen	Belconnen	87	13-15	

-- Involved Parties -----

Role	Name
Applicant	Dezign Team Pty Ltd
Lessee	Kiena Pty Ltd

-- Activities -----

Activity Name	Status
Da - Public Notification	Approval Conditional



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

28-AUG-2025 09:22

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

Page 4 of 5

Application DA200600714 **Lodged** 01-DEC-06 **Type** Multi-residential

-- Application Details -----

Description

Multi Dwelling - Construction of 67 two storey townhouses and two tower blocks consisting of 48 units. A total of 115 dwellings, plus associated roadworks, pathways and landscaping.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Belconnen	Belconnen	87	10-10	
Belconnen	Belconnen	87	13-15	

-- Involved Parties -----

Role	Name
Applicant	Architects Ring And Associates
Lessee	Kiena Pty Ltd
Comment	Illawarra Retirement Trust

-- Activities -----

Activity Name	Status
Da - Public Notification	Approval Conditional

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

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

Please Note: A section master plan exists or is being considered over this section.

LAND USE POLICIES

To check the current land use policy in the suburb that you are buying a property in, please check the Territory Plan online at <https://www.legislation.act.gov.au/ni/2023-540/>

CONTAMINATED LAND SEARCH

Information is not recorded by the Environment Protection Authority regarding the contamination status of this land. However, this does not absolutely rule out the possibility of contamination and should not be interpreted as a warranty that there is no contamination. To be completely sure, independent tests should be arranged.



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

28-AUG-2025 09:22

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 5 of 5

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS

Cat containment has been extended across the ACT for cats born on or after 1 July 2022. Containment means keeping your cat on your premise 24 hours a day. This can include your house or apartment, enclosed area in a backyard or courtyard, a cat crate or leash.

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

URBAN FOREST ACT 2023

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

----- END OF REPORT -----



CR\$1781833

13/01/2012 14:33:15 BUTTJ

1781833

**NOTICE OF CHANGE OF ADDRESS
FOR SERVICE OF DOCUMENTS**



DEPARTMENT OF JUSTICE & COMMUNITY SAFETY

Form 039 - CA

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
Maree Johnston	PO Box 154 CURTIN ACT 2605	02 6260 3722

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	Unit
1909 & 70	BELCONNEN	87	13	CP

FULL NAME OF REGISTERED PROPRIETOR/S (Surname:Last) (ACN required for all companies)

The Owners Of Units Plan 3440

PREVIOUS ADDRESS

ACT Strata Management Services
PO Box 3208
WESTON ACT 2611

NEW ADDRESS

Link Corporate Services Pty Ltd
PO Box 154
CURTIN ACT 2605

REGISTERED PROPRIETOR/S EXECUTION

Print Full Name of Registered Proprietor



Sharon Cook
The common seal of
the owners of Units Plan 3440 was affixed in the
presence of:

Signature of common seal of applicant

Dated 12-12-11 STRATA MANAGER

Print Full name and address of witness

Maree Johnston
3/14 Napier Close
DEAKIN ACT 2600

Signature of witness

Dated 12-12-11

OFFICE USE ONLY

Lodged by	<i>[Signature]</i>	Certificate of title lodged	
Data entered by	<i>[Signature]</i>	Certificates attached to title	
Registered by	<i>[Signature]</i>	Attachments / Annexures	
Registration date	27 JAN 2012	Production number	



Access Canberra

Chief Minis



3031811 SPECIAL RESOLUTION BY OWNERS CORPORATION

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Email Address	Contact Telephone Number
Link Strata Management	admin@linkservices.com.au	(02) 6260 3722

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1909:70	BELCONNEN	87	13	3440

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

New rules approved for addition to existing.

SUPPORTING DOCUMENTATION

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

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

COMMON SEAL OF OWNERS CORPORATION

(Seal must be affixed)



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

Signature <i>Nina Wu</i>	Signature <i>Maree Johnston</i>
Full Name (Block Letters) Nina Wu	Full Name (Block Letters) MAREE JOHNSTON
Address: PO BOX 154 CURTIN ACT 2605	Address: PO BOX 154 CURTIN ACT 2605
OFFICE HELD: ASSISTANT STRATA MANAGER	Office Held: FINANCIAL ACCOUNTANT

OFFICE USE ONLY

Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by	<i>W</i>	Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	<i>W</i>	Registration Date	29 OCT 2020

Unit Titles (Management) Act 2011

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions

A1 The Owners Units Plan No: 3440

A2 Annual General / General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on:- 18 September 2020

Tick applicable box, or both boxes if applicable:

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

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

A3 Reduced Quorum Decisions

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

Date of decision

Full text of reduced quorum decision

18 September 2020

See Attached Minutes

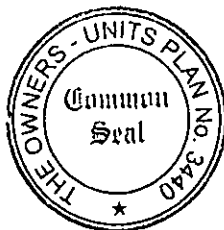
A4 Owners Corporation Declaration

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

Date 21 September 2020 *[of affixing seal]*

Signed: *Angelina Anderson*

Designation: Strata Manager for Units Plan No 3440



Common Seal

ANNUAL GENERAL MEETING MINUTES
UNITS PLAN NO. 3440 – CANBERRA LAKES ESTATE
11 JOY CUMMINGS PLACE, BELCONNEN

HELD: Friday, 18 September 2020 at 4:00 p.m.
Via Voting Paper

AGENDA ITEM AND MOTION

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

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

Rules of the Owners Corporation

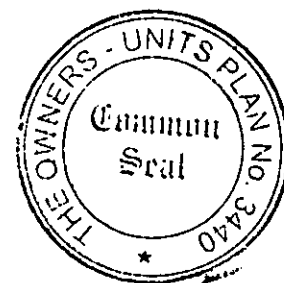
MOTION 1: *Special Resolution - It was resolved that the Owners Corporation adopt and register the attached Rules for Units Plan No. 3440*
For: 20
Against: 3
Abstain: 0

CARRIED BY SPECIAL RESOLUTION

For and on behalf of the Owners Corporation Units Plan 3440

Angelina Anderson

Angelina Anderson – Senior Strata Manager



Canberra Lake Estate House Rules

Approved @AGM 18 September 2020

Introduction

The following House Rules (the 'Rules') have been established for the mutual benefit of all residents, both owners and tenants, to maximize the convenience, comfort and privacy of the residents of Unit Plan 3440 'Canberra Lakes Estate'. At all times and in all matters, *Schedule 4 of the Unit Titles (Management) Act 2011 (UTMA)* applies. These Rules must be included as an integral part of any leasing arrangement between a unit owner and the tenant.

Note – The Owners Corporation may amend the default rules under s 108 of the UTMA.

Complaints

An owner wishing to report an infringement of these rules, that cannot be resolved personally, should report the matter in writing to:

Link Strata Management
PO Box 154
Curtin ACT 2605

Or: email: admin@linkservices.com.au

Telephone enquiries: 2620 3722

A tenant wishing to report an infringement of these rules, that cannot be resolved personally, should report the matter in writing to their property manager.

Please note that the Owners Corporation can only act if the complaint is in writing. Verbal and/or anonymous complaints will not be acted upon.

Incidents that infringe laws of the ACT, such as noisy parties or trespassing, should be referred to the ACT Police, especially late at night or where your personal safety is threatened. Police attendance can be requested by phone: 131-444.

A follow-up report should also be made to Link Strata the following working day.

1. Definitions

(1) In these rules:

Act means the *Unit Titles (Management) Act (2011)* and associated regulations.

Executive committee representative means a person authorized in writing by the Executive Committee under Subrule 10(4) below.

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



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

2. Payment of rates and taxes by unit owners

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

3. Repairs and maintenance

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

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

(3) Based on a Special Resolution of the Owners Corporation on 6 April 2011, the Owners Corporation will undertake the responsibility and cost of painting the external surfaces of all units within the complex as sinking fund monies permit and consistent with the 10-year plan.

(4) A unit owner, occupier or user that causes damage to common property shall be liable for the cost of any required repairs.

4. Erections and alterations

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

(a) in accordance with the express permission of the Owners Corporation by the Executive Committee in writing;

(b) If the Executive Committee is not able or willing to pass such resolution, then by special resolution of the Owners Corporation; and

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

(2) Permission may be given subject to conditions specified by the Executive Committee or in the resolution.

(3) Owners, occupiers and users are required to make an application to the Executive Committee in writing for any changes to the internal structure of their unit.

(4) Unit owners, occupiers or users must not allow trades people, service providers and/or other contractors to install any service or to make installations or alterations on common property without the prior approval of the Executive Committee.

(5) The installation of Solar Panels is permitted with the approval of the Executive Committee.

(6) Owners, occupiers or users who are considering replacement of floor covering in their unit with tiles, floorboards or any other form of hard flooring, are to ensure



that the replacement material is of an acceptable standard so as not to emit excessive noise.

- (7) To ensure high levels of transparency the Executive Committee will apply the following principles when evaluating proposals:
- (a) Modifications that affect the visual appearance observed from the streetscape: The highest standards of evaluation apply. Any proposal must preserve the integrity of the original design of the complex. Colours, textures, proportions, products and architectural style must be in keeping with the original design and be constructed to an exacting standard. The Executive Committee may seek additional advice and review by architects Terry Ring and Associates to evaluate whether a proposal will preserve the integrity of the complex's original design. Cost associated with this are to be borne by the applicants although such costs are not anticipated to be significant.
 - (b) Modifications that do not affect the visual appearance observed from the streetscape: A lower evaluation standard applies on the basis that any alteration's will not be detected from the streetscape (e.g. modification's made in rear courtyards). Notwithstanding the lower evaluation standard, it is expected that proposals will preserve the integrity of the original design of the complex and be undertaken to a very high standard.
 - (c) Special considerations: Proposals that are designed to enhance mobility or to address safety concerns (e.g. mobility ramps to assist access to front doors) can be expected to be summarily approved by the Executive Committee (within reason).
 - (d) Proposals that have environmental design considerations (e.g. solar panels, water tanks, external window treatments (blinds and awnings) will also be considered favourably provided the design preserves the integrity of the original design of the complex as far as practicable.
- (8) Proposed modification's that might not affect the streetscape but can be observed from a neighbouring unit/s, for example, a proposed structure within an internal courtyard, will require the agreement of the owner of the neighbouring unit/s.
- 5. Use of common property, smoking, garbage and recycling**
- (1) A unit owner, occupier or user of a unit 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.
 - (2) 'For Sale' and 'For Lease' signs are not permitted on common property.
 - (3) Owners, occupiers or users of a unit must not mark, paint, drive nails or screw, or otherwise damage or deface, any structure that forms part of the common property.



- (4) Owners, occupiers or users of a unit are encouraged to report to the Strata Manager any graffiti, unauthorised signage or damage that detracts from the appearance and amenity of the common property.
- (5) Items that are not the property of the Owners Corporation must not be stored or left on common property without the written permission of the Executive Committee.
- (6) The Owners Corporation does not accept responsibility for any personal property removed, damaged or stolen from common property.
- (7) An owner, occupier or user of a unit must not smoke or dispose of cigarette butts, or allow any other person to smoke or dispose of cigarette butts, on any part of the common property, including but not limited to the garden beds, communal garden, walkways etc. Smokers must consider their neighbours when smoking in courtyards or on balconies.
- (8) Owners, occupiers or users of a unit must not dispose of any refuse, rubbish or recyclable material on common property.
- (9) Bulky items that can be recycled but are too large for the yellow top recycling bins must be disposed of at the appropriate ACT Government recycling centre. Other household items (such as bedding, furniture, computers, refrigerators, etc) and trade wastes (such as tiles, timber, plasterboard, etc) must be disposed of at an appropriate ACT Government waste disposal point. The Owner's Corporation will seek to recoup the cost of waste removal where evidence is provided that the unit occupant acted contrary to this section.

6. Hazardous use of unit

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

7. Use of unit — nuisance or annoyance

- (1) A unit owner, occupier or user must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to a use of a unit if the Executive Committee has given an owner, occupier or user of the unit written permission for that use.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by Special Resolution of the Owner's Corporation.
- (5) Owners, Occupiers or users of a unit cannot allow a Unit to be supplied or made available through an AirBnb or similar sharing economy platform.



8. Noise

- (1) A unit owner, occupier or user 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.
 - (a) A unit owner, occupier or user must abide by the noise restriction obligations set out in the *Environment Protection Act 1997* (EPA) noting that Canberra Lake Estate is located within an area classified as 'residential'. (Note: This means noise levels must be less than 45 dB(A) during the day (7am to 10pm) seven days a week and less than 35 dB(A) at all other hours. For further information see:
https://www.accesscanberra.act.gov.au/app/answers/detail/a_id/4608/~/noise-thresholds)
- (2) This rule does not apply to the making of a noise if the Executive Committee has given the person responsible for making the noise written permission to do so.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by Special Resolution of the Owner's Corporation.

9. Illegal use of Unit

- (1) A unit owner, occupier or user must not use the unit, or permit it to be used, to contravene a law in force in the ACT.

10. What may an Executive Committee representative do?

- (1) An Executive Committee representative may in consultation with an owner do any of the following in relation to a unit at all reasonable times:
 - (a) if the Executive Committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit—inspect the unit to investigate the breach;
 - (b) carry out any maintenance required under the Act or these rules;
 - (c) do anything else the Owners Corporation is required to do under the Act or these rules.
- (2) An Executive Committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned in Subrule (1).
- (3) An Executive Committee representative is not authorised to do anything in relation to a unit mentioned in Subrule (1) unless—
 - (a) the Executive Committee or the representative has given the owner, occupier or user of the unit reasonable notice of his or her intention to do the thing;
or;



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

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

11. Seal of Owners Corporation

(1) For the attaching of the seal of the Owners Corporation to a document to be effective the Strata Manager can apply the seal to all statutory documents required under the Act, including Section 119 certificates and notices of reduced quorums.

12. Recoupment of Costs of Debt Collection

(1) If the Owners Corporation incurs legal or other costs in any legal or administrative action against a unit holder including action to recover amounts owing pursuant to section 95 of the Act then, provided the legal or administrative action was commenced by the Owners Corporation in good faith, the unit holder shall, be liable to pay the Owners Corporation the full amount of the legal fees or other costs incurred in the legal or administrative action.

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

(3) Notwithstanding Subrule (1), the Owners Corporation shall not be entitled to recover any legal fees or other costs from the unit owner unless the Owners Corporation first provides to the unit owner a copy of invoices or, where the amount has already been paid by the Owners Corporation, receipts to evidence the amount due or paid by the Owners Corporation. If the unit holder fails to pay the legal fees or other costs in accordance with Subrule (1), the Owners Corporation may declare that a charge is to be imposed over the lease of the unit to secure payment of those costs and the unit holder shall not be entitled to object or seek to remove the registration of that charge over the lease of the unit.

13. Pets

(1) The approval of the Executive Committee must be obtained before pets are kept on the property by owners and/or tenants. Owners are responsible for ensuring tenants are aware of and abide by these rules. Approval may be given provided the owner of the pet agrees in writing that the owner will:

(a) comply with any obligations imposed by the ACT legislation.

(Note: the *Domestic Animals Act 2000* requires dogs to be desexed by 6 months and cats by 3 (unless the owner has a license), dogs and cats must be microchipped, dogs must be registered with the ACT Government and no owner may have more than 3 dogs and 3 cats without a license)

(b) monitor noise from the pet, ensuring it does not cause any annoyance or disturbance to any neighbours;



- (c) ensure that the pet is always kept within the lot, although it may be allowed onto the common areas under effective restraint and the control of a responsible individual;
- (d) Cats are to be kept indoors between sunset and sunrise to prevent threats to wildlife;
- (e) Always maintain a high standard of cleanliness and sanitation, and take responsibility for cleaning and disposing of any animal waste within the lot or on the common property;
- (f) Comply with all public health, animal control and anti-cruelty laws applicable in the ACT including any licensing requirements;
- (g) Note that in the event of complaints made in respect of any pet, the Executive Committee may withdraw approval for the keeping of the pet. Appropriate warnings will be issued prior to any withdrawal of approval.
- (h) Any damage to common property caused by the animal is to be rectified immediately with cost born by the owner of the animal.
- (i) Consent is not required for the keeping of a registered trained assistance animal. Documentary evidence of the registered assistance animal must be provided to the Executive committee prior to the animal residing at the unit.

14. Traffic, Vehicles and Parking

- (1) Vehicles should not be driven in excess of 10kmh on Canberra Lake Estate roads.
- (2) Visitors parking is for bona fide visitors only.
- (3) Vehicles are not to be parked on the roads within Canberra Lakes Estate.
- (4) Trailers are not to be parked on common property for more than 3 days.
- (5) Cars, trailers and other vehicles are not permitted to park on the grass verges surrounding Canberra Lakes Estate. Occasional use of the grass verges to wash cars is permitted provided this does not occur within close proximity of any trees.
- (6) No major servicing or repairs to motor vehicles is permitted anywhere on the common property.
- (7) Trailers are not to be parked on common property on a permanent basis (maximum duration 3 days)

15. External appearance

- (1) Owners, occupiers or users of a unit will ensure that their domestic activities, do not detract from the external appearance of the buildings on the property.
- (2) Owners, occupiers or user of a unit must keep any part of the unit that is visible from common property or the exterior of the building clean, tidy and well maintained.



16. Responsibilities

- (1) Owners, occupier or users are responsible for any disturbance on, theft or damage to common property caused by them or their guests.
- (2) The Owners Corporation accepts no responsibility for damage to or theft of personal property of residents or their guests in any part of the property or its environs.

17. Annual General Meeting Papers and Strata Correspondence

- (1) For the purpose of giving notice of a general meeting under Section 3.6 of the Act, notices and all other general correspondence will be sent by email to an address notified for this purpose by the owner. If no email address is nominated to the Strata Manager, the notice will be sent by post.

18. Insurance Excess

- (1) If an insurance claim is made on a unit, any excess payable on the insurance claim is the responsibility of the owner of the unit to which the claim is related (for example, a broken window).
- (2) If the insurance claim relates to common property, then the excess is the responsibility of the Owners Corporation.
- (3) In the event of an insurable incident with an undetermined cause, such as a leak, the unit owner should notify the Strata Manager so that the Owners Corporation may initiate the necessary initial investigations. The Owners Corporation will pay for cost associated with those investigations. The Executive Committee will then determine further actions and/or repairs required, including whether responsibility for the cause lies with the unit owner or the Owners Corporation.
- (4) Owners, occupiers or users should hold their own insurance policies for coverage of any incidents that may arise within their units and garages.

19. Garbage Bins

- (1) Garbage bins are to be stored within the property boundary.
- (2) Garbage bins are to be placed on the roadside the evening before collection and collected the day collection occurs.
- (3) Garbage bins are not to be kept on the roadside.
- (4) Dumping of items on common property is not permitted. Any owner, occupier or users identified dumping items will be charged the removal costs.

20. Gardens

- (1) Private gardens and/or exclusive use areas must be kept neat tidy, sustained (having regard to any prevailing water restriction obligations), and not left in neglected state.

21. Swimming Pool



- (1) Owners, occupiers or users must comply with the rules posted at the swimming pool.
- (2) The Owners Corporation assumes no liability for any personal injury, loss or damage to personal property.
- (3) Hours of use: 7:00am – 10:00pm.
- (4) The pool gate must remain locked for safety.
- (5) No glass items permitted in the pool area.
- (6) No alcohol permitted in the pool area.
- (7) No smoking permitted in the pool area.
- (8) No bicycles, roller skates, roller blades or skateboards are permitted in the pool area.
- (9) No pets
- (10) No entry for people with communicable infectious diseases
- (10) Use of the pool is for residents and guests only.
- (11) Children under 16 years of age must always be accompanied by an adult.
- (12) No climbing on any fence or structure.
- (13) The BBQ and toilet is to be left clean after use, rubbish removed or placed in the bin provided.
- (14) The pool is a shared facility for the enjoyment of *all* owners. Social gatherings of more than 10 invited family and/or friends should be avoided.



1671827



TGE
Form 080

TRANSFER AND GRANT OF EASEMENT

Lodging Party *mv*
Box Number

PRIVACY COLLECTION STATEMENT (PRIVACY ACT 1988 (C'WLTH)) OVERLEAF

The applicant/s of the land hereby make application to register a transfer and grant of easement.:

1. LAND

Vol:Fol	District/Division	Section	Block	Unit	Instrument No/ Associated Dealing No
<i>1875: 35</i>	Belconnen <i>Belconnen</i> <i>Belconnen</i>	87	13		
<i>1875: 36</i>		<i>87</i>	<i>14</i>		
<i>1875: 37</i>		<i>87</i>	<i>15</i>		

2. APPLICANT / GRANTOR / SERVIENT TENEMENT

Name in Full
Kiera Pty Limited ACN 117 017 008

3. DETAILS OF APPLICATION

The applicant/s (grantor – servient tenement) hereby apply to transfer and grant an easement as described in the attached plan. *Deed.*

4. DATE

4 - 2 - 10

5. EXECUTION BY GRANTOR / SERVIENT TENEMENT

Signed by the proprietor/s of the servient tenement
[Signature]
Signed for and on behalf of *ROBERT COBURN*
Kiera Pty Ltd ACN 117 017 008
DIRECTOR
Pty Limited pursuant to Section
127 of the Corporation Law
in the presence of:
WALTER PINTO
DIRECTOR

Full name of witness

Signed in my presence

Signature of witness

6. CONSENT BY MORTGAGEE

Signed by the Mortgagee

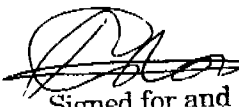
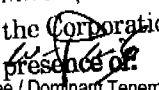
Signature of the Mortgagee

Full name of witness

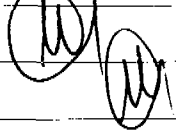

Signed in my presence

Signature of witness

7. EXECUTION BY THE GRANTEE / DOMINANT TENEMENT

<p>Signed by the Grantee / Dominant Tenement</p> <p> ROBERT LOBANOV DIRECTOR</p> <p>Signed for and on behalf of KIENA</p> <p>Placed pursuant to Section 127 of the Corporation Law in the presence of  WALTER PINO DIRECTOR</p> <p>Signature of Grantee / Dominant Tenement</p>	<p>Full name of witness</p> <p>Signed in my presence</p> <p>Signature of witness</p>
--	--

8. OFFICE USE ONLY

Lodged by		Certificates Lodged	
Data Entered by		Attachments Lodged	<i>Annexure</i>
Examined by		Certificate of Title Lodged	
Registered by	<i>M</i>	Registration Date	- 9 FEB 2010

PRIVACY STATEMENT

S.43 of the *Land Titles Act 1925 (LTA)* authorises the Registrar-General to collect the information required by this form for the establishment and maintenance of the Land Titles Register. S.65-67 LTA requires that the Register be made available to any person for search, upon payment of a fee. The information is regularly provided to various ACT Government agencies, including the ACT Department of Urban Services, ACT Planning and Land Authority (ACTPLA), ACT Treasury, Canberra Connect and ActewAGL for conveyancing, municipal account, administrative, statistical and valuation purposes. ACTPLA and agencies within the ACT Department of Urban Services may also use the information supplied to prepare and sell property sales reports to commercial organisations concerned with the development, sale or marketing of land.

SCHEDULE OF NOTES

1. This form is to be used for the transfer and grant of an easement.
2. Documents must be typed, or completed in black ink or biro.
3. Alterations to information entered on the form should be made by crossing out (not erasing or obliterating by painting over) and should be initialled by all parties.
4. If there is insufficient space in any panel use an annexure sheet.
5. Volume and Folio references must be given.
6. Ensure execution is undertaken by the servient tenement who is granting the easement.
7. Ensure execution is undertaken by the dominant tenement who will be receiving the easement.
8. Ensure consent is obtained from any mortgagee with an interest.
9. Execution by
 - **A Natural Person** – should be witnessed by an adult person who is not a party to the document.
 - **Attorney** – if this document is executed by an Attorney pursuant to a registered power of attorney, it must set out the full name of the attorney and the form of execution must indicate the source of his/her authority eg. "AB by his/her attorney XY pursuant to Power of Attorney ACT Registration No..... of which he/she has no notice of revocation".
 - **Corporation** – Section 127 of the *Corporations Act* provides that a company may validly execute a document with or without using a Common seal

NB The normal witnessing provisions in the *Land Titles Act 1925* do not apply to execution by a corporation as above, but do apply to execution by the attorney of a corporation.

DATED 27 January 2010

BETWEEN

**KIENA PTY LTD
(Transferor)**

AND

**KIENA PTY LTD
(Transferee)**

TRANSFER AND GRANT OF EASEMENT – ACCESS

14/87 BELCONNEN (Servient Tenement)

13 & 15/87 BELCONNEN (Dominant Tenement)

Level 3, 1 Farrell Place
Canberra City 2601

Telephone: (02) 6279 4444
Facsimile: (02) 6279 4455

8021814\19041.doc

TRANSFER AND GRANT OF EASEMENT - ACCESS dated: 27 January 2010

PARTIES

Kiena Pty Ltd ACN 117 017 008 of Unit 2, 1 Tooth Street, Mitchell (Transferor)

Kiena Pty Ltd ACN 117 017 008 of Unit 2, 1 Tooth Street, Mitchell (Transferee)

BACKGROUND

- A. The Transferor is the crown lessee of the Servient Tenement.
- B. The Transferee is the crown lessee of the Dominant Tenement.
- C. The Transferor grants to the Transferee easements and rights on the terms contained in this Deed.

1 OPERATIVE PROVISIONS

1. Definitions and Interpretation

1.1 Definitions

The following words have these meanings in this deed unless the contrary intention appears:

Agents mean employees, contractors, agents, officers and authorised persons.

Articles means the articles of the owner's corporation for the Dominant Tenement.

Dominant Tenement means the crown lease for the land comprised in Block 13, Section 87 and Block 15, Section 87 Division of Belconnen.

GST has the meaning it has in the GST Act.

GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Plan means the plan attached in Schedule 1.

Servient Tenement means the crown lease for the land comprised in Block 14 Section 87, Belconnen.

Unit Subsidiary has the meaning given in the Unit Titles Act 2001.

Transferee's Land Users means the occupants of the Dominant Tenement and the invitees, visitors and other authorised persons of the Transferee.

Units Plan has the meaning given in the Unit Titles Act 2001.

1.2 Interpretation

In this deed unless the contrary intention appears:

- a) A reference to a person includes a reference to a body corporate;
- b) A reference to a statute, ordinance, code or other;

- c) law includes regulations and other instruments under it and consolidations amendments, re-enactments or replacements of any of them;
- d) the singular includes the plural and vice versa;
- e) headings do not affect the interpretation of this Deed;
- f) the word “**include**” is used without any limitation;
- g) A reference to an “Annexure” or “Schedule” is a reference to an annexure of schedule to this Deed;
- h) if a party comprises more than one entity, the obligations and covenants given by *those entities are given by and bind those entities jointly and severally*; and
- i) A party that is a trustee is bound both personally and in its capacity as a trustee.

1.3 Covenants and agreements

The terms in this deed are covenants and agreements between:

- a) the Transferee, every person who is entitled to an estate or interest in possession of the Dominant Tenement or any part of it with which the right is capable of enjoyment; and
- b) the transferor, every person who is entitled to an estate or interest in possession of the Servient Tenement or any part of it with which the right is capable of enjoyment;

and the parties intend that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of those terms.

1.4 Body which ceases to act

A reference in this deed to any person or body which:

- a) Is replaced, is a reference to the body or person that replaced it; or
- b) ceases to exist, is a reference to the body or person which has substantially the same objects as that body or person.

2 EASEMENTS

2.1 Grant of Easements for Dominant Tenement

Subject to the Transferee complying with its obligations under clause 2.2, the Transferor grants to the Transferee, its Agents and Transferee’s Land Users the non-exclusive right:

- a) (**vehicular access way**) to pass and repass from time to time on foot or with vehicles over the vehicular access ways marked “A” and “B” on the Plan:
 - i) at all times; and
 - ii) for the purpose of gaining access to the improvements on the Dominant Tenement.

- b) **(vehicular access way)** to pass and repass from time to time on foot or with vehicles over the vehicular access ways marked "A" and "B" on the Plan:
 - i) at all times; and
 - ii) for the purpose of gaining access to the improvements on the Dominant Tenement.

2.2 Requirements when exercising rights

In exercising a right in clause 2.1, the relevant person must:

- a) comply with the security or other arrangements or requirements ordinarily applying for persons entering the Servient Tenement and any improvements on it; and
- b) cause as little interference as is reasonably practicable to the Transferor and other users and occupants of the Servient Tenement and any improvements on it; and
- c) cause as little damage as is reasonably practicable to the Transferor and any improvements on it and must promptly make good any damage caused to the Transferor's reasonable satisfaction.

2.3 Contribution to cleaning and maintenance costs

The Transferee must pay to the Transferor on demand a fair proportion according to user (as determined by the Transferor) of the costs incurred or to be incurred by the Transferor in cleaning, maintaining and repairing (other than maintenance or repair of a structural or capital nature) the vehicular access ways marked "A" and "B" on the Plan).

2.4 Compliance by Transferee's Land Users

For each easement in this deed, the Transferee must use reasonable endeavours to ensure that the Transferee's Land Users comply with the terms of this deed when they exercise their rights or comply with their obligations under this deed.

3 INDEMNITY AND RELEASE

3.1 Indemnity by the Transferee

The Transferee is liable for, and indemnifies the Transferor against, liability or loss arising from, and costs incurred in connection with:

- a) damage, loss, injury or death to the extent caused or contributed to by the improvements on the Dominant Tenement, their erection, maintenance or use or the act, negligence or default of the Transferee, its Agents or the Transferee's Land Users;
- b) the Transferor doing anything which the Transferee must do under this deed but which it has not done within a reasonable time or which the Transferor reasonably considers the Transferee has not done properly; and
- c) a breach of this deed by the Transferee, its Agents or the Transferee's Land Users.

3.2 Release by the Transferee

The Transferee releases the Transferor from, and agrees the Transferor is not liable for, liability or loss arising from, and costs incurred in connection with:

- a) The improvements on the Dominant Tenement, their erection, maintenance or use;
- b) Damage, loss, injury or death concerning the improvements on the Dominant Tenement except to the extent that such damage, loss, injury or death is caused by the negligent act or omission of the Transferor or the Transferor's Agents; or
- c) Anything the Transferor is permitted or required to do under this deed.

4 TRANSFEROR MAY RECTIFY

After giving the Transferee reasonable notice, the Transferor may at the cost of the Transferee do anything which the Transferee, its Agents or the Transferee's Land Users should have done under this deed but which they have not done within a reasonable time or which the Transferor reasonably considers they have not done properly.

5 DESTRUCTION OR DAMAGE

If for any reason the improvement on the Dominant Tenement are destroyed or removed from the Dominant Tenement then:

- a) the Transferee may reconstruct those improvements, it must:
 - i) use all reasonable endeavours to ensure that:
 - A. the use and value of the Servient Tenement and any improvements on it are not more affected than the use and value of the Servient Tenement and any improvements on it are affected by the improvements on the Dominant Tenement immediately prior to their destruction or removal; and
 - B. the replacement improvements are constructed in accordance with all relevant approvals and do not, so far as is reasonably practicable, adversely affect the Servient Tenement and any improvements on it; and
 - ii) ensure that, in constructing the replacement improvements, the requirements of clause 2.2 are complied with.

6 SURRENDER OF CROWN LEASE

If a party surrenders its crown lease in respect of the Servient Tenement or the Dominant Tenement, the parties must grant or accept (as the case requires) new easements substantially in the form of this deed and register, or do all things reasonably necessary to effect registration (as the case requires) of the new easements.

7 GST

7.1 Recovery of GST

If a supply under this deed is subject to GST, the recipient must pay to the supplier an additional amount equal to the amount of the consideration multiplied by the applicable GST rate.

7.2 Time of payment

The additional amount is payable at the same time as the consideration for the supply is payable or is to be provided. However, the additional amount need not be paid until the supplier gives the recipient a Tax Invoice.

7.3 Adjustment of Additional Amount

If the additional amount differs from the amount of GST payable by the supplier, the parties must adjust the additional amount.

7.4 Reimbursement

If a party is entitled to be reimbursed or indemnified under this deed, the amount to be reimbursed or indemnified does not include any amount for GST for which the party is entitled to an input tax credit.

8 APPLICATION TO UNIT TITLE

8.1 Application of this Clause

This clause applies in relation to a Dominant Tenement which is at any time subdivided under the Unit Titles Act 2001 (**Unitisation**).

8.2 Benefit of Easements

Each party acknowledges that following Unitisation the easements granted and other obligations in this deed will continue to subsist so far as they are capable of doing so for the benefit of each unit in the unit plan.

8.3 Obligations and rights

Following Unitisation, every person who is entitled to an estate or interest in a unit in the unit plan of the Dominant Tenement:

- a) must comply with the obligations of the Transferee under this deed; and
- b) may exercise the rights of the Transferee under this deed.

8.4 Articles Inconsistency

Without limiting this Deed:

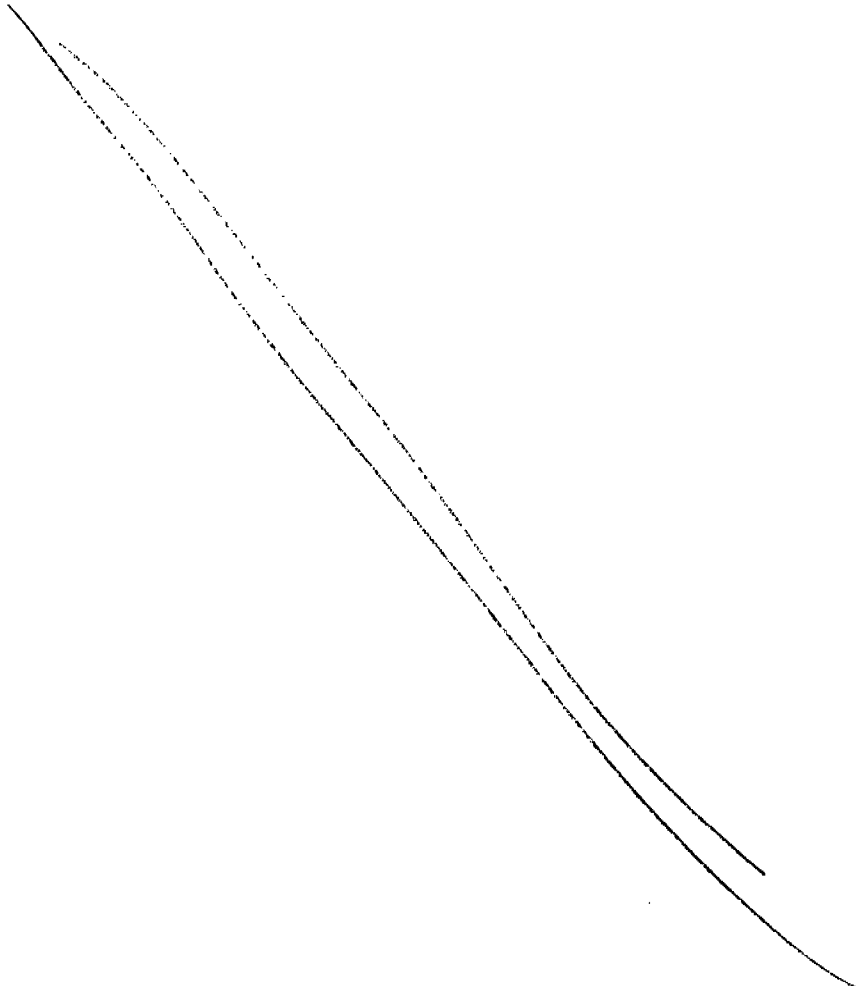
- c) the Articles may not override the rights and obligations under this deed; and
- d) if the Articles allocate responsibility for complying with obligations under this deed to a different person than that set out in this deed, this deed prevails to the extent of the inconsistency.

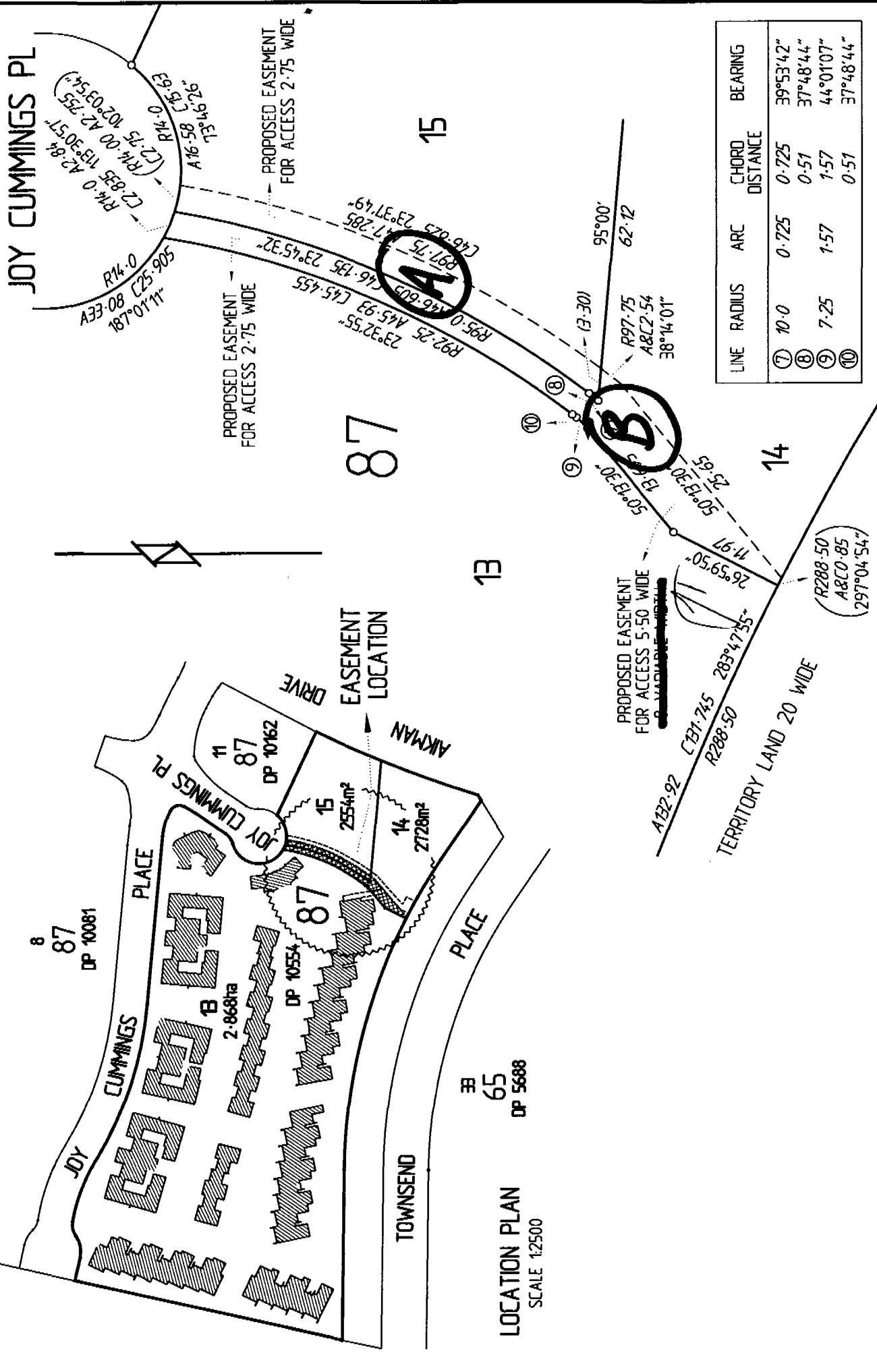
9 GOVERNING LAW

This Deed is governed by and must be construed according to the law applying in the Australian Capital Territory.

Schedule 1 - Plan

~~_____~~

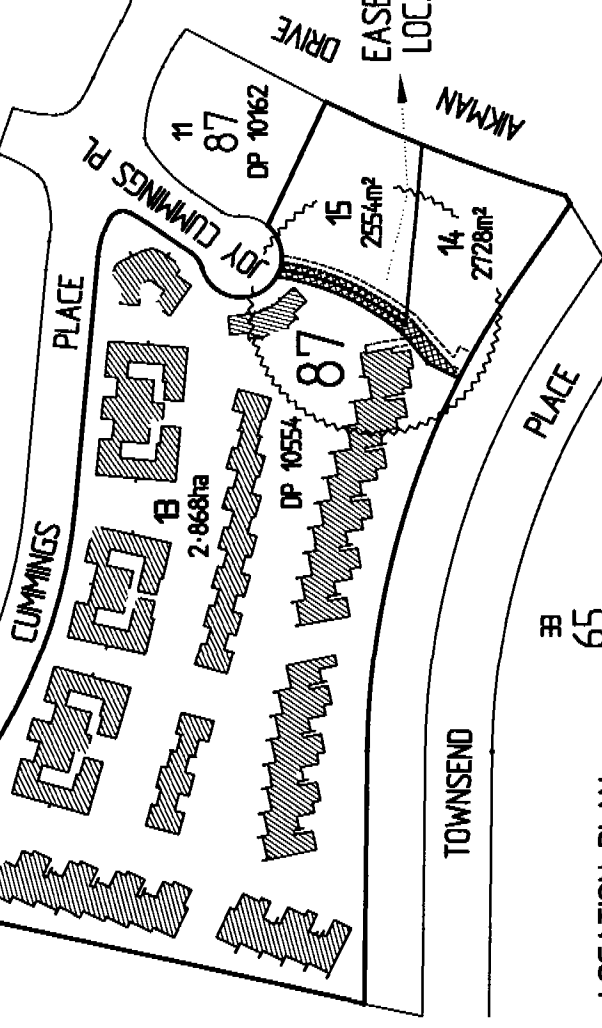




LINE	RADIUS	ARC	CHORD DISTANCE	BEARING
⑦	10.0	0.725	0.725	39°53'42"
⑧			0.51	37°48'44"
⑨	7.25	1.57	1.57	44°01'07"
⑩			0.51	37°48'44"

JOY CUMMINGS PL

8
87
DP 10081



LOCATION PLAN
SCALE 1:2500

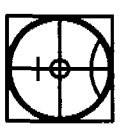
PROPOSED EASEMENT FOR ACCESS 2.75 WIDE

PROPOSED EASEMENT FOR ACCESS 2.75 WIDE

EASEMENT LOCATION

PROPOSED EASEMENT FOR ACCESS 5.50 WIDE

TERRITORY LAND 20 WIDE




SCOTT D MCNIVEN & ASSOCIATES
CONSULTING LAND & ENGINEERING SURVEYORS
8 SHOUT PLACE PEARCE ACT 2607
Email: survey@sdm.com.au
T: (02) 6290 2369 F: (02) 6886 8148

CURBN
KIENA
SCALE 1:500
DATE 8/1/2010
JOB NO 07451
DRAWN MC

PROJECT 13,14&15/87 BELC.
TITLE PROP EASEMENT
DRAWING NO 07451-0001

EXECUTED as a deed.

**Executed by Kiena Pty Limited ACN 117
017 008** by or in the presence of:)
)
)
)



Signature of Director

ROBERT COBANOV

Name of Director in Full




Signature of Secretary/Other Director

WALTER PINTO

Name of Secretary/Other Director In Full

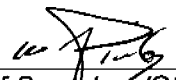
**Executed by Kiena Pty Limited ACN 117
017 008** by or in the presence of:)
)
)
)



Signature of Director

ROBERT COBANOV

Name of Director in Full



Signature of Secretary/Other Director

WALTER PINTO

Name of Secretary/Other Director In Full



Access
Canberra.

SR\$3248315 31/05/2023 08:52:32 Smit A

3248315

SR

Land Titles Act 1925

LODGING PARTY DETAILS		
Name	Email Address	Contact Telephone Number
Link Strata Management	Admin@linkservices.com.au	(02) 6260 3722

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1909:70	BELCONNEN	87	13	3440


DETAILS OF ARTICLE/S BEING AMENDED

New rules approved for addition to existing: Default Rules and the Alternative Rules

SUPPORTING DOCUMENTATION (Please tick appropriate item – Original signed copy must be supplied)	COMMON SEAL OF OWNERS CORPORATION (Seal must be affixed)
<input checked="" type="checkbox"/> Sealed copy of Minutes of Meeting <input checked="" type="checkbox"/> Sealed copy of Resolution/Motion <input type="checkbox"/> Other (specify) -	

CERTIFICATION *Delete the inapplicable
Applicant

- *The Certifier has taken reasonable steps to verify the identity of the Registered Proprietor/Managing Agent or his, her or its Administrator or attorney.
- *The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- *The Certifier has retained the evidence to support this Registry Instrument or Document.
- *The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By: 

< Anthony James Johnston >
 < Business Manager >

Witness by 

Charnee Anne Grace Mugridge
 for: < Link Strata Management >
 on behalf of the Registered Proprietor/Managing Agent

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	EM	Registration Date	09/06/2023



MINUTES OF ANNUAL GENERAL MEETING Units Plan No. 3440

DATE & TIME Thursday 23 March 2023 at 5:30 PM
LOCATION Zoom Meeting
<https://us02web.zoom.us/j/84781532115?pwd=VHhrVnJsUjE3VEl4NVVKTGVUUEM0dz09>

ATTENDANCE

Present

Ms M Vitali, Mr R & Mrs B Ryan, Ms J Cooke, Mr A Trumble & Dr K Lees, Mr M & Mrs L Turner, Mr P & Mrs E McCann, Mr J & Mrs V Steep, Mrs M & Mr T Kenna, Mr H Daw & Ms M Blanco, Mr A & Mrs S Kennedy, Mr B & Ms P Neame, Mr K Glossop & Ms C Robertson, Ms C Robertson, Mr S Lederer & Ms H Sims, Mr P & Mrs J Kelly, Ms M Sofo, Ms K Kennedy, Mr D Popescu & Ms A Balassopulo, Mr D Roberts, Mr T & Mrs B Martin, Mr M & Mrs E Roberts.

In Attendance

Ms C Mugridge representing Link Strata Management.

Proxies

Mr T & Ms C Creevey.

Chairperson

Barry Neame was elected Chairperson.



QUORUM

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

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

1. PREVIOUS GENERAL MEETING MINUTES

It was resolved that the minutes of the previous Annual General Meeting dated 24 March 2022 be accepted as presented.

MOTION CARRIED

T Martin moved the motion
M Sofo 2nd the motion

2. FINANCIAL STATEMENTS

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

MOTION CARRIED

H Daw moved the motion

P McCann 2nd the motion

3. PROPOSED ADMINISTRATIVE FUND BUDGET

It was resolved that the proposed Administrative Fund expenditure budget of \$136,619.00 excluding GST and levy contributions of \$133,619.00 excluding GST be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 1 May 2023, 1 July 2023, 1 October 2023 and 1 January 2024.

MOTION CARRIED

H Daw moved the motion

P McCann 2nd the motion

4. PROPOSED SINKING FUND BUDGET

It was resolved that the proposed Sinking Fund expenditure budget of \$15,437.00 excluding GST and levy contributions of \$78,243.00 excluding GST be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 1 May 2023, 1 July 2023, 1 October 2023, and 1 January 2024.

Levies to be due as follows:

Period of Levy	Levy Due Date
01/02/23 to 30/04/23	1 May 2023
01/05/23 to 31/07/23	1 July 2023
01/08/23 to 31/10/23	1 October 2023
01/11/23 to 31/01/24	1 January 2024

MOTION CARRIED

P McCann moved the motion

J Cooke 2nd the motion

5. PROPOSED STRATA MANAGEMENT AGREEMENT

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

MOTION CARRIED

P McCann moved the motion

H Daw 2nd the motion



6. RULES OF THE OWNERS CORPORATION

It was resolved by *Special Resolution* that the Owners Corporation agrees to add the below rule to the Registered Rules as rule no. 2.13 and register with the Land Titles Office, applying the Common Seal to documents as required.

2.13 Conduits

While the *Unit Titles Management Act* prevents Owners Corporations from unreasonably restraining permission for the installation of solar panels (and other similar sustainability infrastructure) there is an expectation that these will be installed in the most aesthetically sensitive way possible to maintain the integrity of the complex. For example, where conduit is needed to be run along external walls this should be undertaken with the installation of box channelling in the same colour as the building wall rather than plastic conduit/s running down the walls of units from the rooftop to ground level.

This situation is also relevant to any conduits that are installed on the external walls of units. This rule is not intended to impact the installation of the actual solar panels that may be observable from the streetscape and require a pitch to work at optimal levels.

MOTION CARRIED AS A SPECIAL RESOLUTION

T Martin moved the motion

K Kennedy 2nd the motion

7. ELECTION OF EXECUTIVE COMMITTEE

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

Tim Creevey, Barry Neame, Peter Melville, Peter McCann, Tom Martin,
Jennifer Cooke.

MOTION CARRIED

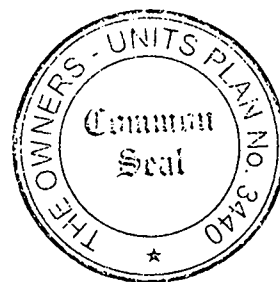
T Martin moved the motion

H Daw 2nd the motion

GENERAL BUSINESS

PLUMBING ISSUES

It was discussed that the plumbing in the complex is becoming old and the valves need to be replaced in the hot water systems and it is requested that owners change the valves to prevent the units leaking and causing damage and insurance claims. As the plumbing inside the unit is owners responsibility to maintain if the unit put in an insurance claim the excess may be passed on to the owner.



SKYLIGHTS

Skylights were also mentioned that the seals need to be checked as they are also becoming old and deteriorating.

The owners present thanked the out going exclusive committee for the hard work they have done over the last 12 months.

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

Meeting closed at 6:20 PM



Unit Titles (Management) Act 2011

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions

A1 The Owners Units Plan No: 3440

A2 Annual General / General-meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on:- Thursday 23 March 2023

Tick applicable box, or both boxes if applicable:

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

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

A3 Reduced Quorum Decisions

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

Date of decision

Full text of reduced quorum decision

Thursday 23 March 2023

See Attached Minutes

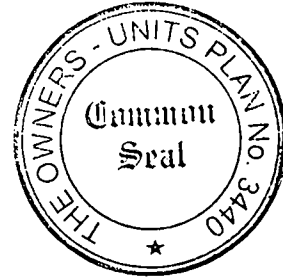
A4 Owners Corporation Declaration

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

Date 31 March 2023

Signed: *Charnee Mugridge*

Designation: Charnee Mugridge for Units Plan No 3440



CANBERRA LAKE ESTATE (CLE) ANNUAL GENERAL MEETING

Chair's 2023 AGM Report

Can I welcome all our new owners to the CLE complex and to the AGM. I would like to thank the Executive Committee (EC) for their involvement this year - Secretary Tim Greevey, Treasurer, Dale Roberts and other members, Jennifer Cooke, Tom Martin and Peter Melville.

I want to note that Peter had responsibility for the pool, Tom had responsibility for general complex maintenance and Jennifer the garden and lighting in the complex.

The general philosophy and approach of the EC in the past year as been its focus and intent to uphold the integrity of the complex by applying a considered and consistent approach to all matters.

I would like to acknowledge Charnee Mugridge, our Strata Title Manager at Link Services for her assistance throughout the year.

Some areas of considerable attention from the EC during the year were:

Finance

The EC maintained adherence to the Admin budget where possible, notwithstanding some considerable challenges.

Insurance

Residents of CLE may have observed that our insurance premium has increased by more than 100% over the past few years. It is anticipated that there will be continued increases in CLE insurance. While the EC always seeks to reduce costs and maximise value through competitive quoting, it has become evident that because of our prior claim's history, not many insurance companies are willing to insure the complex.

One of the most common insurance claims relates to the damage caused by leaking roofs during a storm. This damage is often exacerbated by the roofing seals in garages starting to perish subsequently failing. Maintenance of such seals is an obligation that falls to owners. If these seals were suitably maintained by owners, it may lower our premiums and, with reduced claims, generate more interest from other potential insurance companies.

Tom Martin will talk to this issue in general business.

Garden Maintenance and Renewals

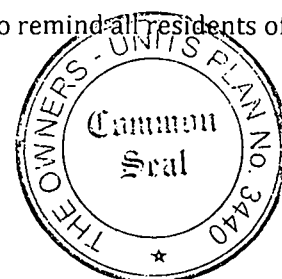
During the year several garden areas of the complex were renewed, consistent with maintaining the overall appearance.

The executive committee maintained the approach of previous years to activate a staged approach to renewal and mulching of the complex, which ensures that there is no major expenditure as a one off.

The rainy season we have had has challenged All Seasons, who have carriage of maintaining and renewing the complex, with prolific growth of hedges and the general planting, however they have delivered consistent with the overall plan.

House Rules

With the influx of several new owners over the last year, it is timely to remind all residents of the CLE's House Rules.



CLE's House Rules can be found at www.canberralakeestate.com/house-rules-1. Some of the rules that seemingly are not very well known include:

- pets are not permitted to wander around CLE's common areas without being restrained
- the maximum speed limit on CLE's roads is 20kmh
- refuse bins should not be left on the curb side for extended periods and not overfilled so that their lids cannot be closed.

As a result of installation of many solar panels to units, the EC are proposing a motion to include a new house rule which is included in the Agenda. The objective of this motion is to maintain the integrity of the complex.

CLE Website

It's a timely reminder for all unit owners of CLE to know we have a dedicated web site containing a great deal of information about CLE including the house rules, useful links for maintenance and a blog with the latest news.

The website address is www.canberralakeestate.com (the full address has to be typed or copied into your browser rather than trying to search for it)

Thank you for the opportunity to be a contributor to this great complex
Thank You
Barry Neame
Chair Executive Committee 2022



“CANBERRA LAKE ESTATE”
11 JOY CUMMINGS PLACE, BELCONNEN ACT
UNITS PLAN No. 3440

Schedule 1

1.1 Definitions—default rules

- (1) In these rules:
Owner, occupier or user, of a unit, includes an invitee or licensee of an owner, occupier or user of a unit.
- (2) A word or expression in these rules has the same meaning as in the *Unit Titles (Management) Act 2011*.

1.2 Payment of rates and taxes by unit owners

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

1.3 Repairs and maintenance

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

1.4 Erections and alterations

- (1) A unit owner, occupier or user may erect or alter any structure in or on the unit or the common property only —
 - (a) in accordance with the express permission of the Owners Corporation by the Executive Committee in writing;
 - (b) If the Executive Committee is not able or willing to pass such resolution, then by special resolution of the Owners Corporation; and
 - (c) in accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).
- (2) Permission may be given subject to conditions specified by the Executive Committee or in the resolution.
- (3) However, if the structure is sustainability infrastructure, the owners corporation’s permission must not be unreasonably withheld.

Examples—permission not unreasonably withheld

- a. safety considerations
- b. structural considerations

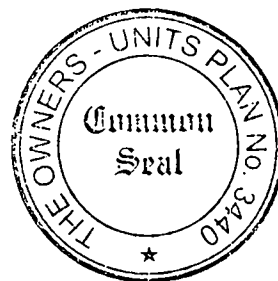
Example—permission unreasonably withheld

external appearance of a unit or the units plan

- (4) Owners, occupiers and users are required to make an application to the Executive Committee in writing for any changes to the internal structure of their unit.



- (5) Unit owners, occupiers or users must not allow trades people, service providers and/or other contractors to install any service or to make installations or alterations on common property without the prior approval of the Executive Committee.
- (6) The installation of Solar Panels is permitted with the approval of the Executive Committee.
- (7) Owners, occupiers or users who are considering replacement of floor covering in their unit with tiles, floorboards or any other form of hard flooring, are to ensure that the replacement material is of an acceptable standard so as not to emit excessive noise.
- (8) To ensure high levels of transparency the Executive Committee will apply the following principles when evaluating proposals:
 - (a) Modifications that affect the visual appearance observed from the streetscape: The highest standards of evaluation apply. Any proposal must preserve the integrity of the original design of the complex. Colours, textures, proportions, products and architectural style must be in keeping with the original design and be constructed to an exacting standard. The Executive Committee may seek additional advice and review by architects Terry Ring and Associates to evaluate whether a proposal will preserve the integrity of the complex's original design. Cost associated with this are to be borne by the applicants although such costs are not anticipated to be significant.
 - (b) Modifications that do not affect the visual appearance observed from the streetscape: A lower evaluation standard applies on the basis that any alteration's will not be detected from the streetscape (e.g. modification's made in rear courtyards). Notwithstanding the lower evaluation standard, it is expected that proposals will preserve the integrity of the original design of the complex and be undertaken to a very high standard.
 - (c) Special considerations: Proposals that are designed to enhance mobility or to address safety concerns (e.g. mobility ramps to assist access to front doors) can be expected to be summarily approved by the Executive Committee (within reason).
 - (d) Proposals that have environmental design considerations (e.g. solar panels, water tanks, external window treatments (blinds and awnings) will also be considered favourably provided the design preserves the integrity of the original design of the complex as far as practicable.
- (9) Proposed modification's that might not affect the streetscape but can be observed from a neighbouring unit/s, for example, a proposed structure within an internal courtyard, will require the agreement of the owner of the neighbouring unit/s.



1.5 Pets in units

- (1) The approval of the Executive Committee must be obtained before pets are kept on the property by owners and/or tenants. Owners are responsible for ensuring tenants are aware of and abide by these rules. Approval may be given provided the owner of the pet agrees in writing that the owner will:
- (a) comply with any obligations imposed by the ACT legislation.
- (Note: the *Domestic Animals Act 2000* requires dogs to be desexed by 6 months and cats by 3 (unless the owner has a license), dogs and cats must be microchipped, dogs must be registered with the ACT Government and no owner may have more than 3 dogs and 3 cats without a license)
- (b) monitor noise from the pet, ensuring it does not cause any annoyance or disturbance to any neighbours;
 - (c) ensure that the pet is always kept within the lot, although it may be allowed onto the common areas under effective restraint and the control of a responsible individual;
 - (d) Cats are to be kept indoors between sunset and sunrise to prevent threats to wildlife;
 - (e) Always maintain a high standard of cleanliness and sanitation, and take responsibility for cleaning and disposing of any animal waste within the lot or on the common property;
 - (f) Comply with all public health, animal control and anti-cruelty laws applicable in the ACT including any licensing requirements;
 - (g) Note that in the event of complaints made in respect of any pet, the Executive Committee may withdraw approval for the keeping of the pet. Appropriate warnings will be issued prior to any withdrawal of approval.
 - (h) Any damage to common property caused by the animal is to be rectified immediately with cost born by the owner of the animal.
 - (i) Consent is not required for the keeping of a registered trained assistance animal. Documentary evidence of the registered assistance animal must be provided to the Executive committee prior to the animal residing at the unit.

1.6 Assistance animals

The owners corporation may require a person who keeps an assistance animal to produce evidence that the animal is an assistance animal.

1.7 Use of common property

A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit, other than in accordance with a special privilege rule.

1.8 Hazardous use of unit

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



1.9 Use of unit—nuisance or annoyance

- (1) A unit owner must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to a use of a unit if the executive committee has given an owner, occupier or user of the unit written permission for that use.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the owners corporation.

1.10 Noise

- (1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to the making of a noise if the executive committee has given the person responsible for making the noise written permission to do so.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the owners corporation.



1.11 Illegal use of unit

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

1.12 What may an executive committee representative do?

- (1) An executive committee representative may do any of the following in relation to a unit at all reasonable times:
 - (a) if the committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit— inspect the unit to investigate the breach;
 - (b) carry out any maintenance required under the Act or these rules;
 - (c) do anything else the owners corporation is required to do under the Act or these rules.
- (2) An executive committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned in subrule (1).
- (3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in subrule (1) unless—
 - (a) the executive committee or the representative has given the owner, occupier or user of the unit reasonable notice of his or her intention to do the thing; or
 - (b) in an emergency, it is essential that it be done without notice.
- (4) The executive committee may give a written authority to a person to represent the corporation under this rule.

executive committee representative means a person authorised, in writing, by the executive committee under rule 1.12 (4).

executive committee representative, for schedule 1 (Default rules)—see schedule 1, rule 1.1.

owner, occupier or user, of a unit, for schedule 1 (Default rules)—see schedule 1, rule 1.1.

Supplementary Rules 2

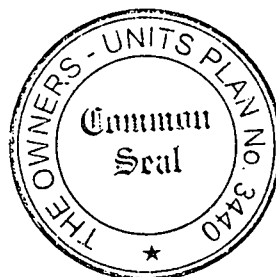
supplementary rules means rules other than the default rules

2.1 Use of common property, smoking, garbage and recycling

- (1) A unit owner, occupier or user of a unit 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.
- (2) 'For Sale' and 'For Lease' signs are not permitted on common property.
- (3) Owners, occupiers or users of a unit must not mark, paint, drive nails or screw, or otherwise damage or deface, any structure that forms part of the common property.
- (4) Owners, occupiers or users of a unit are encouraged to report to the Strata Manager any graffiti, unauthorised signage or damage that detracts from the appearance and amenity of the common property.
- (5) Items that are not the property of the Owners Corporation must not be stored or left on common property without the written permission of the Executive Committee.
- (6) The Owners Corporation does not accept responsibility for any personal property removed, damaged or stolen from common property.
- (7) An owner, occupier or user of a unit must not smoke or dispose of cigarette butts, or allow any other person to smoke or dispose of cigarette butts, on any part of the common property, including but not limited to the garden beds, communal garden, walkways etc. Smokers must consider their neighbours when smoking in courtyards or on balconies.
- (8) Owners, occupiers or users of a unit must not dispose of any refuse, rubbish or recyclable material on common property.
- (9) Bulky items that can be recycled but are too large for the yellow top recycling bins must be disposed of at the appropriate ACT Government recycling centre. Other household items (such as bedding, furniture, computers, refrigerators, etc) and trade wastes (such as tiles, timber, plasterboard, etc) must be disposed of at an appropriate ACT Government waste disposal point. The Owner's Corporation will seek to recoup the cost of waste removal where evidence is provided that the unit occupant acted contrary to this section.

2.2 Execution of Documents

- (1) The Strata Manager is allowed to sign all statutory documents required under the Act, including Section 119 certificates and notices of reduced quorums.
- (2) The Executive Committee must approve the signing of all other documents, such as contracts and service agreements.



2.3 Recoupment of Costs of Debt Collection

- (1) If the Owners Corporation incurs legal or other costs in any legal or administrative action against a unit holder including action to recover amounts owing pursuant to section 95 of the Act then, provided the legal or administrative action was commenced by the Owners Corporation in good faith, the unit holder shall, be liable to pay the Owners Corporation the full amount of the legal fees or other costs incurred in the legal or administrative action.
- (2) The unit holder agrees that any monies which are payable pursuant to Subrule (1) shall be a debt enforceable by the Owners Corporation against the unit holder.
- (3) Notwithstanding Subrule (1), the Owners Corporation shall not be entitled to recover any legal fees or other costs from the unit owner unless the Owners Corporation first provides to the unit owner a copy of invoices or, where the amount has already been paid by the Owners Corporation, receipts to evidence the amount due or paid by the Owners Corporation. If the unit holder fails to pay the legal fees or other costs in accordance with Subrule (1), the Owners Corporation may declare that a charge is to be imposed over the lease of the unit to secure payment of those costs and the unit holder shall not be entitled to object or seek to remove the registration of that charge over the lease of the unit.

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

For the purpose of giving notice of a general meeting under Section 3.6 of the Unit Titles (Management) Act 2011, notices, levy notices and all other general correspondence will only be sent by email to an address notified for this purpose by the owner. If no email address is nominated to the Strata Manager, the notice will be sent by post.

2.5 Traffic, Vehicles and Parking

- (1) Vehicles should not be driven in excess of 10kmh on Canberra Lake Estate roads.
- (2) Visitors parking is for bona fide visitors only.
- (3) Vehicles are not to be parked on the roads within Canberra Lakes Estate.
- (4) Trailers are not to be parked on common property for more than 3 days.
- (5) Cars, trailers and other vehicles are not permitted to park on the grass verges surrounding Canberra Lakes Estate. Occasional use of the grass verges to wash cars is permitted provided this does not occur within close proximity of any trees.
- (6) No major servicing or repairs to motor vehicles is permitted anywhere on the common property.
- (7) Trailers are not to be parked on common property on a permanent basis (maximum duration 3 days)



2.6 External appearance

- (1) Owners, occupiers or users of a unit will ensure that their domestic activities, do not detract from the external appearance of the buildings on the property.
- (2) Owners, occupiers or user of a unit must keep any part of the unit that is visible from common property or the exterior of the building clean, tidy and well maintained.

2.7 Responsibilities

- (1) Owners, occupier or users are responsible for any disturbance on, theft or damage to common property caused by them or their guests.
- (2) The Owners Corporation accepts no responsibility for damage to or theft of personal property of residents or their guests in any part of the property or its environs.

2.8 Annual General Meeting Papers and Strata Correspondence

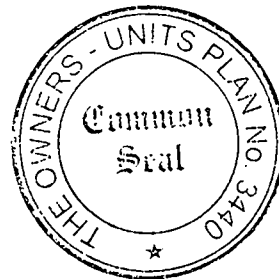
- (1) For the purpose of giving notice of a general meeting under Section 3.6 of the Act, notices and all other general correspondence will be sent by email to an address notified for this purpose by the owner. If no email address is nominated to the Strata Manager, the notice will be sent by post.

2.10 Garbage Bins

- (1) Garbage bins are to be stored within the property boundary.
- (2) Garbage bins are to be placed on the roadside the evening before collection and collected the day collection occurs.
- (3) Garbage bins are not to be kept on the roadside.
- (4) Dumping of items on common property is not permitted. Any owner, occupier or users identified dumping items will be charged the removal costs.

2.11 Gardens

- (1) Private gardens and/or exclusive use areas must be kept neat tidy, sustained (having regard to any prevailing water restriction obligations), and not left in neglected state.



2.12 Swimming Pool

- (1) Owners, occupiers or users must comply with the rules posted at the swimming pool.
- (2) The Owners Corporation assumes no liability for any personal injury, loss or damage to personal property.
- (3) Hours of use: 7:00am – 10:00pm.
- (4) The pool gate must remain locked for safety.
- (5) No glass items permitted in the pool area.
- (6) No alcohol permitted in the pool area.
- (7) No smoking permitted in the pool area.
- (8) No bicycles, roller skates, roller blades or skateboards are permitted in the pool area.
- (9) No pets
- (10) No entry for people with communicable infectious diseases
- (11) Use of the pool is for residents and guests only.
- (12) Children under 16 years of age must always be accompanied by an adult.
- (13) No climbing on any fence or structure.
- (14) The BBQ and toilet is to be left clean after use, rubbish removed or placed in the bin provided.
- (15) The pool is a shared facility for the enjoyment of *all* owners. Social gatherings of more than 10 invited family and/or friends should be avoided.

2.13 Conduits

While the *Unit Titles Management Act* prevents Owners Corporations from unreasonably restraining permission for the installation of solar panels (and other similar sustainability infrastructure) there is an expectation that these will be installed in the most aesthetically sensitive way possible to maintain the integrity of the complex. For example, where conduit is needed to be run along external walls this should be undertaken with the installation of box channelling in the same colour as the building wall rather than plastic conduit/s running down the walls of units from the rooftop to ground level.

This situation is also relevant to any conduits that are installed on the external walls of units. This rule is not intended to impact the installation of the actual solar panels that may be observable from the streetscape and require a pitch to work at optimal levels.



1671826



TGE
Form 080

TRANSFER AND GRANT OF EASEMENT

Lodging Party
mv
Box Number

PRIVACY COLLECTION STATEMENT (PRIVACY ACT 1988 (C'WLTH)) OVERLEAF

The applicant/s of the land hereby make application to register a transfer and grant of easement.:

1. LAND

Vol:Fol	District/Division	Section	Block	Unit	Instrument No/ Associated Dealing No
1875:35	Belconnen	87	13		
1875:37+36	Belconnen	87	15 + 14		

2. APPLICANT / GRANTOR / SERVIENT TENEMENT

Name in Full
Kiena Pty Limited ACN 117 017 008

3. DETAILS OF APPLICATION

The applicant/s (grantor – servient tenement) hereby apply to transfer and grant an easement as described in the attached plan Deed

4. DATE

4 - 2 - 10

5. EXECUTION BY GRANTOR / SERVIENT TENEMENT

Signed by the proprietor/s of the servient tenement
~~Signed for and on behalf of~~
Kiena Pty Limited ACN 117 017 008
Pty Limited pursuant to Section
127 of the Corporations Law
in the presence of:
Signature of proprietor/s of the servient tenement

ROBERT COBANOV
DIRECTOR
WALTER FINCO
DIRECTOR

Full name of witness

Signed in my presence

Signature of witness

6. CONSENT BY MORTGAGEE

Signed by the Mortgagee

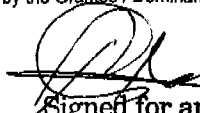
Signature of the Mortgagee

Full name of witness

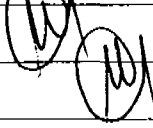
Signed in my presence

Signature of witness

7. EXECUTION BY THE GRANTEE / DOMINANT TENEMENT

Signed by the Grantee / Dominant Tenement  Signed for and on behalf of DIRECTOR Kiera Pty Ltd ACN 117 017 008 Pty Limited pursuant to Section 127 of the Corporations Law in the presence of: Signature of Grantee / Dominant Tenement	Full name of witness Signed in my presence Signature of witness
--	---

8. OFFICE USE ONLY

Lodged by		Certificates Lodged	
Data Entered by		Attachments Lodged	<i>Annexure</i>
Examined by		Certificate of Title Lodged	
Registered by	<i>M</i>	Registration Date	- 9 FEB 2010

PRIVACY STATEMENT

S.43 of the *Land Titles Act 1925 (LTA)* authorises the Registrar-General to collect the information required by this form for the establishment and maintenance of the Land Titles Register. S.65-67 LTA requires that the Register be made available to any person for search, upon payment of a fee. The information is regularly provided to various ACT Government agencies, including the ACT Department of Urban Services, ACT Planning and Land Authority (ACTPLA), ACT Treasury, Canberra Connect and ActewAGL for conveyancing, municipal account, administrative, statistical and valuation purposes. ACTPLA and agencies within the ACT Department of Urban Services may also use the information supplied to prepare and sell property sales reports to commercial organisations concerned with the development, sale or marketing of land.

SCHEDULE OF NOTES

1. This form is to be used for the transfer and grant of an easement.
2. Documents must be typed, or completed in black ink or biro.
3. Alterations to information entered on the form should be made by crossing out (not erasing or obliterating by painting over) and should be initialled by all parties.
4. If there is insufficient space in any panel use an annexure sheet.
5. Volume and Folio references must be given.
6. Ensure execution is undertaken by the servient tenement who is granting the easement.
7. Ensure execution is undertaken by the dominant tenement who will be receiving the easement.
8. Ensure consent is obtained from any mortgagee with an interest.
9. Execution by
 - **A Natural Person** – should be witnessed by an adult person who is not a party to the document.
 - **Attorney** – if this document is executed by an Attorney pursuant to a registered power of attorney, it must set out the full name of the attorney and the form of execution must indicate the source of his/her authority eg. "AB by his/her attorney XY pursuant to Power of Attorney ACT Registration No..... of which he/she has no notice of revocation".
 - **Corporation** – Section 127 of the *Corporations Act* provides that a company may validly execute a document with or without using a Common seal

NB The normal witnessing provisions in the *Land Titles Act 1925* do not apply to execution by a corporation as above, but do apply to execution by the attorney of a corporation.

DATED 27 January 2010

BETWEEN

**KIENA PTY LTD
(Transferor)**

AND

**KIENA PTY LTD
(Transferee)**

TRANSFER AND GRANT OF EASEMENT – ACCESS

15/87 BELCONNEN (Servient Tenement)

13 and

14/87 BELCONNEN (Dominant Tenement)

WJ

Level 3, 1 Farrell Place
Canberra City 2601

Telephone: (02) 6279 4444

Facsimile: (02) 6279 4455

8021814 | P040.doc

TRANSFER AND GRANT OF EASEMENT - ACCESS dated: 27 January 2010

PARTIES

Kiena Pty Ltd ACN 117 017 008 of Unit 2, 1 Tooth Street, Mitchell (Transferor)

Kiena Pty Ltd ACN 117 017 008 of Unit 2, 1 Tooth Street, Mitchell (Transferee)

BACKGROUND

- A. The Transferor is the crown lessee of the Servient Tenement.
- B. The Transferee is the crown lessee of the Dominant Tenement.
- C. The Transferor grants to the Transferee easements and rights on the terms contained in this Deed.

1 OPERATIVE PROVISIONS

1. Definitions and Interpretation

1.1 Definitions

The following words have these meanings in this deed unless the contrary intention appears:

Agents mean employees, contractors, agents, officers and authorised persons.

Articles means the articles of the owner's corporation for the Dominant Tenement.

Dominant Tenement means the crown lease for the land comprised in Block 1~~4~~³, Section 87, Division of Belconnen.

GST has the meaning is has in the GST Act.

GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Plan means the plan attached in Schedule 1.

Servient Tenement means the crown lease for the land comprised in Block 15 Section 87, Belconnen.

Unit Subsidiary has the meaning given in the Unit Titles Act 2001.

Transferee's Land Users means the occupants of the Dominant Tenement and the invitees, visitors and other authorised persons of the Transferee.

Units Plan has the meaning given in the Unit Titles Act 2001.

1.2 Interpretation

In this deed unless the contrary intention appears:

- a) A reference to a person includes a reference to a body corporate;
- b) A reference to a statute, ordinance, code or other;

- c) law includes regulations and other instruments under it and consolidations amendments, re-enactments or replacements of any of them;
- d) the singular includes the plural and vice versa;
- e) headings do not affect the interpretation of this Deed;
- f) the word “**include**” is used without any limitation;
- g) A reference to an “Annexure” or “Schedule” is a reference to an annexure of schedule to this Deed;
- h) if a party comprises more than one entity, the obligations and covenants given by *those entities are given by and bind those entities jointly and severally*; and
- i) A party that is a trustee is bound both personally and in its capacity as a trustee.

1.3 Covenants and agreements

The terms in this deed are covenants and agreements between:

- a) the Transferee, every person who is entitled to an estate or interest in possession of the Dominant Tenement or any part of it with which the right is capable of enjoyment; and
- b) the transferor, every person who is entitled to an estate or interest in possession of the Servient Tenement or any part of it with which the right is capable of enjoyment;

and the parties intend that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of those terms.

1.4 Body which ceases to act

A reference in this deed to any person or body which:

- a) Is replaced, is a reference to the body or person that replaced it; or
- b) ceases to exist, is a reference to the body or person which has substantially the same objects as that body or person.

2 EASEMENTS

2.1 Grant of Easements for Dominant Tenement

Subject to the Transferee complying with its obligations under clause 2.2, the Transferor grants to the Transferee, its Agents and Transferee’s Land Users the non-exclusive right:

- a) (**vehicular access way**) to pass and repass from time to time on foot or with vehicles over the vehicular access ways marked “A” on the Plan:
 - i) at all times; and
 - ii) for the purpose of gaining access to the improvements on the Dominant Tenement.

- b) **(vehicular access way)** to pass and repass from time to time on foot or with vehicles, over the vehicular access ways marked "A" on the Plan:
 - i) at all times; and
 - ii) for the purpose of gaining access to the improvements on the Dominant Tenement.

2.2 Requirements when exercising rights

In exercising a right in clause 2.1, the relevant person must:

- a) comply with the security or other arrangements or requirements ordinarily applying for persons entering the Servient Tenement and any improvements on it; and
- b) cause as little interference as is reasonably practicable to the Transferor and other users and occupants of the Servient Tenement and any improvements on it; and
- c) cause as little damage as is reasonably practicable to the Transferor and any improvements on it and must promptly make good any damage caused to the Transferor's reasonable satisfaction.

2.3 Contribution to cleaning and maintenance costs

The Transferee must pay to the Transferor on demand a fair proportion according to user (as determined by the Transferor) of the costs incurred or to be incurred by the Transferor in cleaning, maintaining and repairing (other than maintenance or repair of a structural or capital nature) the vehicular access ways marked "A" on the Plan).

2.4 Compliance by Transferee's Land Users

For each easement in this deed, the Transferee must use reasonable endeavours to ensure that the Transferee's Land Users comply with the terms of this deed when they exercise their rights or comply with their obligations under this deed.

3 INDEMNITY AND RELEASE

3.1 Indemnity by the Transferee

The Transferee is liable for, and indemnifies the Transferor against, liability or loss arising from, and costs incurred in connection with:

- a) damage, loss, injury or death to the extent caused or contributed to by the improvements on the Dominant Tenement, their erection, maintenance or use or the act, negligence or default of the Transferee, its Agents or the Transferee's Land Users;
- b) the Transferor doing anything which the Transferee must do under this deed but which it has not done within a reasonable time or which the Transferor reasonably considers the Transferee has not done properly; and
- c) a breach of this deed by the Transferee, its Agents or the Transferee's Land Users.

3.2 Release by the Transferee

The Transferee releases the Transferor from, and agrees the Transferor is not liable for, liability or loss arising from, and costs incurred in connection with:

- a) The improvements on the Dominant Tenement, their erection, maintenance or use;
- b) Damage, loss, injury or death concerning the improvements on the Dominant Tenement except to the extent that such damage, loss, injury or death is caused by the negligent act or omission of the Transferor or the Transferor's Agents; or
- c) Anything the Transferor is permitted or required to do under this deed.

4 TRANSFEROR MAY RECTIFY

After giving the Transferee reasonable notice, the Transferor may at the cost of the Transferee do anything which the Transferee, its Agents or the Transferee's Land Users should have done under this deed but which they have not done within a reasonable time or which the Transferor reasonably considers they have not done properly.

5 DESTRUCTION OR DAMAGE

If for any reason the improvement on the Dominant Tenement are destroyed or removed from the Dominant Tenement then:

- a) the Transferee may reconstruct those improvements, it must:
 - i) use all reasonable endeavours to ensure that:
 - A. the use and value of the Servient Tenement and any improvements on it are not more affected than the use and value of the Servient Tenement and any improvements on it are affected by the improvements on the Dominant Tenement immediately prior to their destruction or removal; and
 - B. the replacement improvements are constructed in accordance with all relevant approvals and do not, so far as is reasonably practicable, adversely affect the Servient Tenement and any improvements on it; and
 - ii) ensure that, in constructing the replacement improvements, the requirements of clause 2.2 are complied with.

6 SURRENDER OF CROWN LEASE

If a party surrenders its crown lease in respect of the Servient Tenement or the Dominant Tenement, the parties must grant or accept (as the case requires) new easements substantially in the form of this deed and register, or do all things reasonably necessary to effect registration (as the case requires) of the new easements.

7 GST

7.1 Recovery of GST

If a supply under this deed is subject to GST, the recipient must pay to the supplier an additional amount equal to the amount of the consideration multiplied by the applicable GST rate.

7.2 Time of payment

The additional amount is payable at the same time as the consideration for the supply is payable or is to be provided. However, the additional amount need not be paid until the supplier gives the recipient a Tax Invoice.

7.3 Adjustment of Additional Amount

If the additional amount differs from the amount of GST payable by the supplier, the parties must adjust the additional amount.

7.4 Reimbursement

If a party is entitled to be reimbursed or indemnified under this deed, the amount to be reimbursed or indemnified does not include any amount for GST for which the party is entitled to an input tax credit.

8 APPLICATION TO UNIT TITLE

8.1 Application of this Clause

This clause applies in relation to a Dominant Tenement which is at any time subdivided under the Unit Titles Act 2001 (**Unitisation**).

8.2 Benefit of Easements

Each party acknowledges that following Unitisation the easements granted and other obligations in this deed will continue to subsist so far as they are capable of doing so for the benefit of each unit in the unit plan.

8.3 Obligations and rights

Following Unitisation, every person who is entitled to an estate or interest in a unit in the unit plan of the Dominant Tenement:

- a) must comply with the obligations of the Transferee under this deed; and
- b) may exercise the rights of the Transferee under this deed.

8.4 Articles Inconsistency

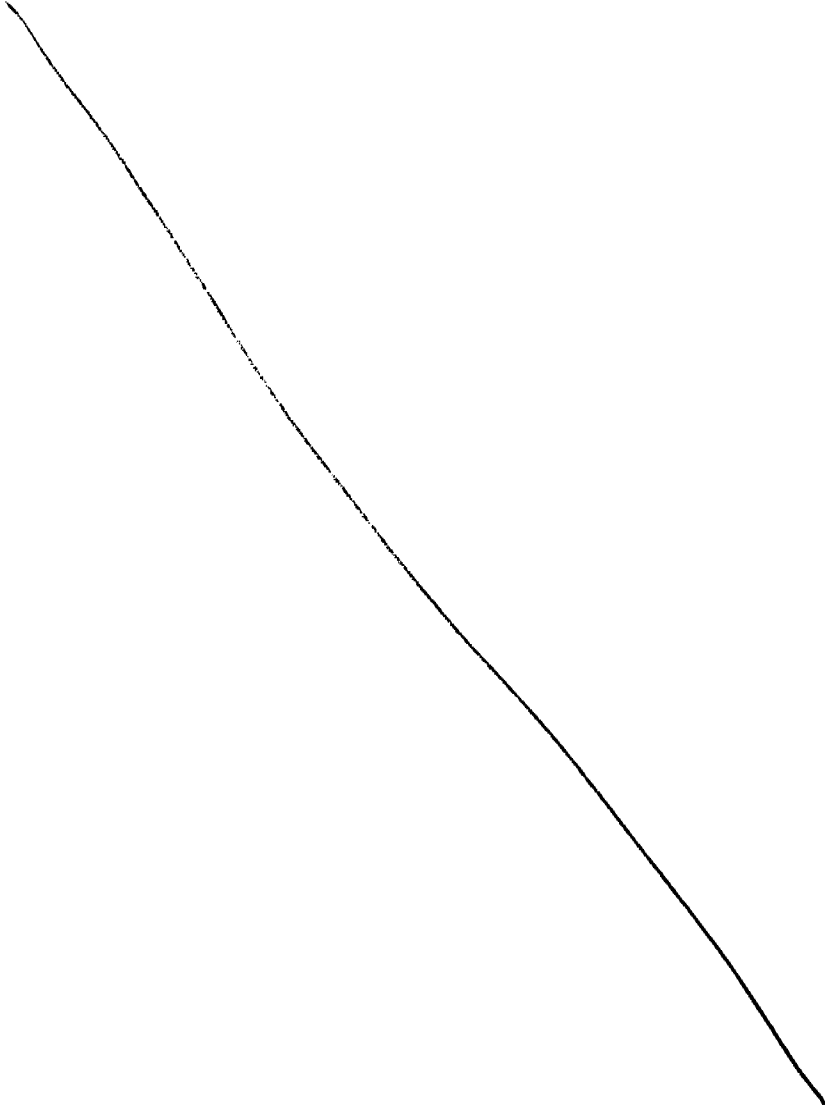
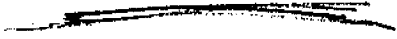
Without limiting this Deed:

- c) the Articles may not override the rights and obligations under this deed; and
- d) if the Articles allocate responsibility for complying with obligations under this deed to a different person than that set out in this deed, this deed prevails to the extent of the inconsistency.

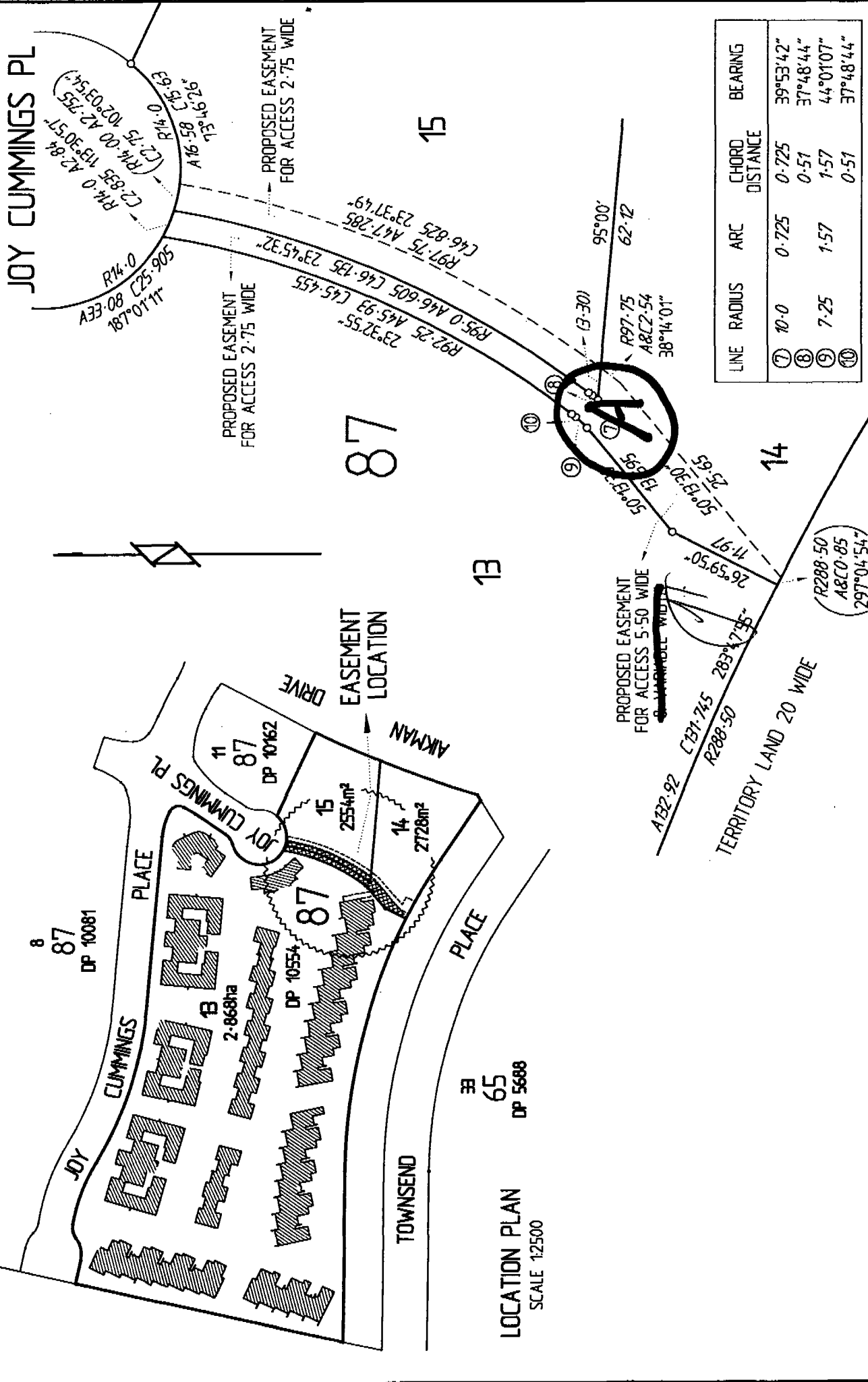
9 GOVERNING LAW

This Deed is governed by and must be construed according to the law applying in the Australian Capital Territory.

Schedule 1 - Plan



JOY CUMMINGS PL



LINE	RADIUS	ARC	CHORD DISTANCE	BEARING
⑦	10-0	0-725	0-725	39°53'42"
⑧			0-51	37°48'44"
⑨	7-25	1-57	1-57	44°01'07"
⑩			0-51	37°48'44"

LOCATION PLAN
SCALE 1:2500

CLIENT: KIENA

PROJECT: 13, 14 & 15/87 BELC.

TITLE: PROP EASEMENT

SCALE: 1500

DATE: 8/1/2010

JOB NO: 07451

DRAWN: MC

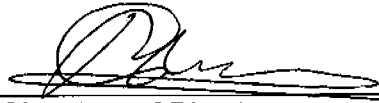
SCOTT D MCNIVEN & ASSOCIATES
CONSULTING LAND & ENGINEERING SURVEYORS

8 SHOUT PLACE PEARCE ACT 2007 T (02) 690 2389 F (02) 6286 8148
Email: survey@sdma.com.au

DRAWING NO: 07451-easement

EXECUTED as a deed.


Executed by Kiena Pty Limited ACN 117 017 008 by or in the presence of:)
)
)
)



Signature of Director

ROBERT COBANOV

Name of Director in Full




Signature of Secretary/Other Director

WALTER PINTO

Name of Secretary/Other Director In Full


Executed by Kiena Pty Limited ACN 117 017 008 by or in the presence of:)
)
)
)



Signature of Director

ROBERT COBANOV

Name of Director in Full



Signature of Secretary/Other Director

WALTER PINTO

Name of Secretary/Other Director In Full



LANC
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Services

SR\$1712825 26/10/2010 09:21:55 MCINA
1712825

**SPECIAL RESOLUTION
BY OWNERS CORPORATION**

DEPARTMENT OF JUSTICE & COMMUNITY SAFETY SERVICES

Form 094 - SR

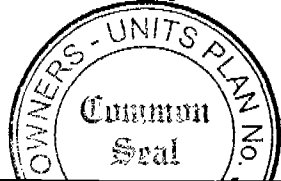
Land Titles Act 1925

LODGING PARTY DETAILS		
Name	Postal Address	Contact Telephone Number
ACT STRATA MANAGEMENT SERVICES	PO BOX 3208 WESTON ACT 2611	62817000

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1909:70	BELCONNEN	87	13	3440

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

Default Articles – Amendment to Default Article 4 (1) (a) Erections & Alterations

SUPPORTING DOCUMENTATION (Please tick appropriate item – Original signed copy must be supplied)	COMMON SEAL OF OWNERS CORPORATION (Seal must be affixed)
<input checked="" type="checkbox"/> Sealed copy of Minutes of Meeting <input type="checkbox"/> Sealed copy of Resolution/Motion <input type="checkbox"/> Other (specify) -	The Common Seal of the Owners Units Plan No: 3440 ABN: 14 375 243 609 was affixed in the presence of an authorised Person. 

EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL (The Common Seal was affixed in the presence of)	
Signature <i>[Signature]</i>	Signature
DAVID EDWIN BOWDITCH Full Name (Block Letters)	Full Name (Block Letters)
PO Box 3208 WESTON ACT 2611 Address	Address
Body Corporate Manager Office Held	Office Held

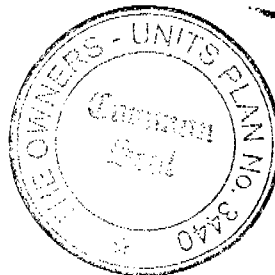
OFFICE USE ONLY			
Lodged by	<i>[Signature]</i>	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by	<i>[Signature]</i>		
Registered by	<i>[Signature]</i>	Registration Date	29/10/2010

The Owners of the Units Plan No 3440 hereby request the Registrar of Titles to note that at the General Meeting of the Owners held in Canberra on the 22 September 2010 it was resolved by Special Resolution to make the following changes.

A true copy of that Special Resolution is as follows:

Article 4 Erections & Alterations;

(1) (a) by deleting the words "Owners Corporation by unopposed resolution" and replacing them with "Executive Committee"



**MINUTES OF GENERAL MEETING
FOR THE OWNERS UNITS PLAN No. 3440
Held on Wednesday 22 September, 2010
At Meeting Room 2 at Belconnen Community Centre, Swanson Street, Belconnen ACT**

The meeting commenced at 5.35pm.

Present

Mr P Fullagar & Ms H Topor	Unit 1	Ms D McEwan	Unit 35
Mrs P Sullivan	Unit 3	Mr T Szymanski	Unit 37
Mr & Mrs G Hellyer	Unit 5	Mr D Stewart	Unit 43
Ms J Cooke	Unit 7	Ms M Sofo	Unit 47
Mr M Klein	Unit 10	Ms M Galjaardt	Unit 48
Mr & Mrs G Starkey	Unit 12	Ms V Rodriguez	Unit 50
Mr & Mrs M Turner	Unit 13	Ms K M Kennedy	Unit 52
Mr & Mrs D Barnes	Unit 14	Mr T Borowik	Unit 54
Mr P McCann	Unit 16	Mr R Matruglio & Ms A Moorby	Unit 55
Mr & Mrs J Steep	Unit 18	Mr G Pearce	Unit 56
Mr G Hogan	Unit 19	Mr & Mrs M Roberts	Unit 62
Mr A Ward	Unit 21	Mr D Tranbinger	Unit 63
Mr Y Gong & Ms E Chan	Units 22 & 30	Mr P Melville	Unit 65
Mr & Mrs R Jones	Unit 24	Ms A Llewellyn	Unit 67
Mr M Bouchier	Unit 25		

Chairperson

Nominations were called for a chairperson for the meeting. It was **resolved** Mr Pearce be chairperson for the meeting. **Carried.**

Proxies

The following proxies were tabled:

Mr & Mrs G J Smith	Unit 8	F/O	Mr G Pearce
Mr M Casarotto & Ms K Sorimachi	Unit 15	F/O	The Chairperson
Ms D C Sheridan	Unit 23	F/O	The Chairperson
Mr & Mrs P Hawkins	Unit 27	F/O	The Chairperson
Mr & Mrs J Vett	Unit 32	F/O	Mr K Glossop
Mr A Moghadam & Ms L Parvaresh	Unit 38	F/O	The Chairperson
Mr & Mrs P Thinius	Unit 44	F/O	The Chairperson
Mr W J Smith	Unit 49	F/O	The Chairperson
Mr R Naidu	Unit 57	F/O	The Chairperson
Mr H K Weon	Unit 60	F/O	The Chairperson
Mr & Mrs Gikas	Unit 61	F/O	Mr & Mrs Roberts



It was **resolved** the proxies as tabled be accepted. **Carried.**

Motion 1 Amendment of Default Article 4 (1) Erections and Alterations

It was resolved by Special Resolution to amend Article 4 (1) (a) by deleting the words " owners corporation by unopposed resolution" and replacing them with "Executive Committee".

This matter was debated. **Carried** by members present and proxy votes with the exception of 4 members who opposed the motion. The Special Resolution was **carried.**

It was agreed the Executive Committee would publish *guidelines on the method dealing with any application from a member to make any alterations to their unit.*

Motion 2 Re-allocation of Water Usage allocation:

The amount set aside for Water Usage (\$22 000.00) in the already paid Body Corporate fees be re-allocated within the administration fund to a Maintenance and Improvement category. This motion was debated.

It was **resolved** to re-allocated \$ 20 000.00 within the administration fund to be used to carry out Maintenance and Improvements to the Common Property leaving \$ 2 000.00 in the Water Usage category. **Carried** by members present and proxy votes with the exception of one member who opposed the motion.

The owners allow the Body Corporate Executive Committee to draw on the 're-allocated funds' to cover maintenance and improvements to the Estate. The proposed maintenance and improvements to the Estate include the following;

Motion 3a Purchase of Outdoor Pool Furniture

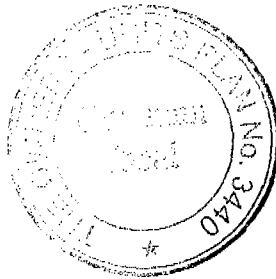
Purchase of Sebel outdoor furniture for use around the pool area (1 large table, 6 chairs 4 sun-lounges) at an approx. cost of \$ 1 285.00. This motion was debated. **Carried** by members present and proxy votes with two members opposing the motion.

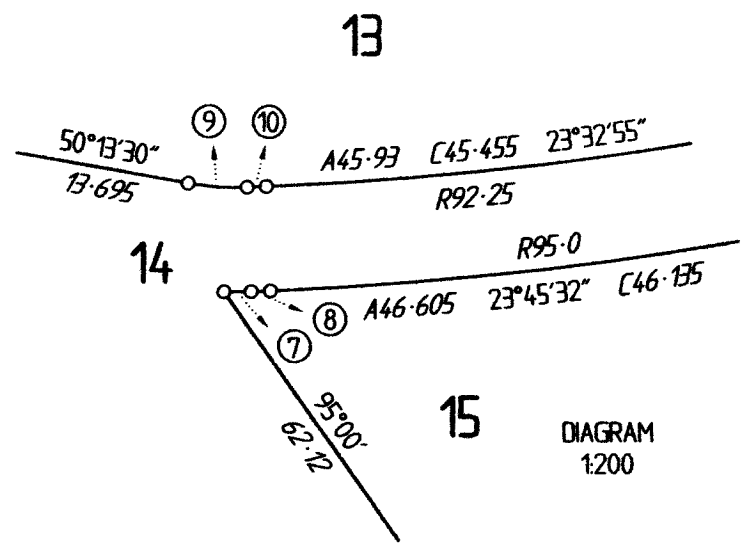
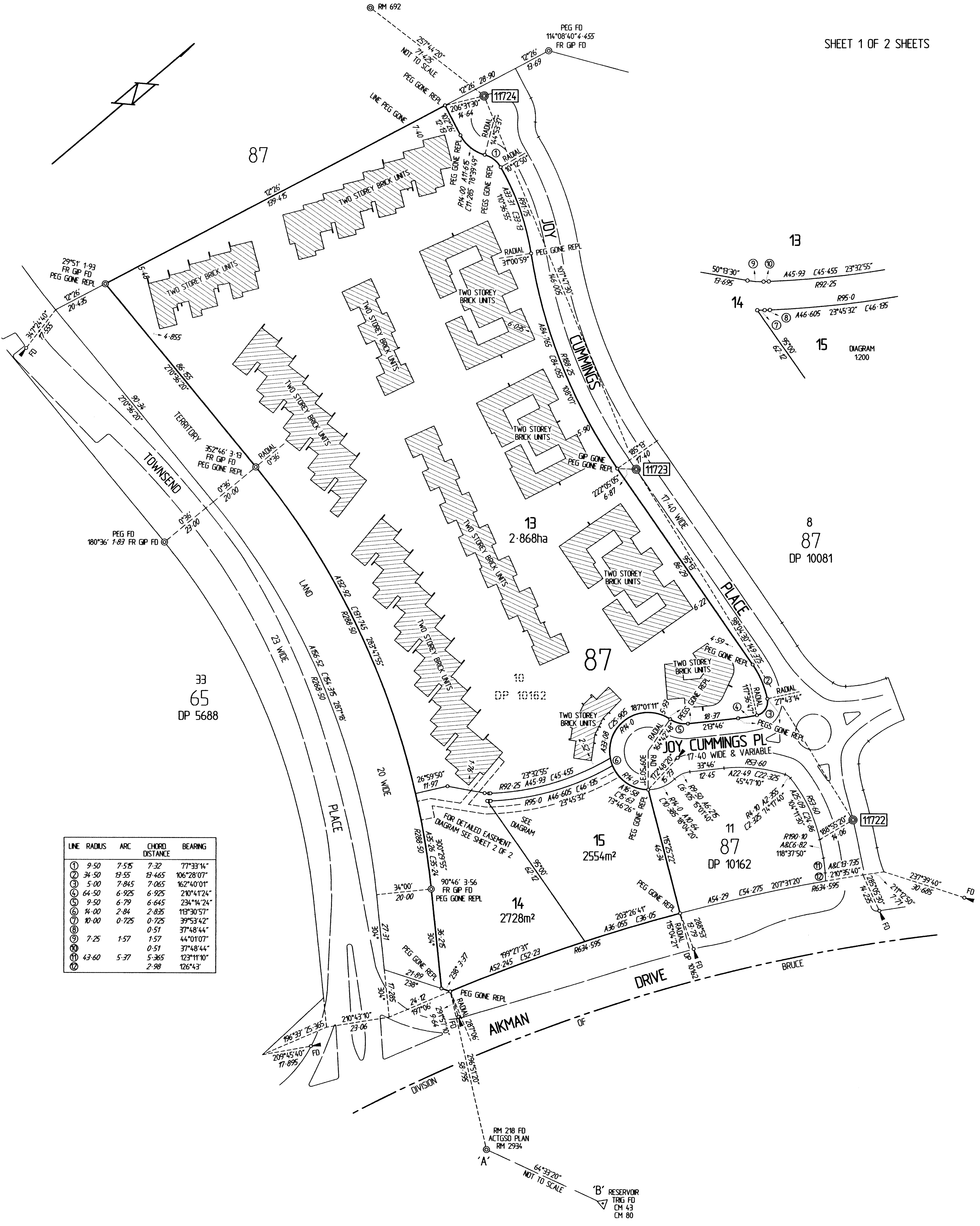
Motion 3b Pool Heating

The members of the Executive Committee for the corporation be permitted to have the swimming pool heated. This was debated. Members of the Committee they had examined varying methods of heating the pool including, solar hot water, gas heating. Gas was too expensive to install and maintain this option was no longer considered. Quotes are still being received for solar heating to be fitted to the roof of the building in the pool area. The cost of solar heating vary between \$ 8 000 and \$ 13 000 with the final decision to be made in the near future. Ten members opposing the motion. The motion was **carried**.

Arrangements have been made to have various signs installed around the pool.

There being no further business the meeting closed at 6.40pm.





LINE	RADIUS	ARC	CHORD DISTANCE	BEARING
①	9.50	7.575	7.32	77°33'14"
②	34.50	19.55	19.465	106°28'07"
③	5.00	7.845	7.065	162°40'01"
④	64.50	6.925	6.925	210°41'24"
⑤	9.50	6.79	6.645	234°14'24"
⑥	14.00	2.84	2.835	113°30'57"
⑦	10.00	0.725	0.725	39°53'42"
⑧			0.51	37°48'44"
⑨	7.25	1.57	1.57	44°01'07"
⑩			0.51	37°48'44"
⑪	43.60	5.37	5.365	123°11'10"
⑫			2.98	126°43'

REFERENCE MARKS

- ⊙ Denotes GIP in road - radially from TP
- ⊖ - - - - - TP
- ⊙ - - - - - PLAQUE IN KERB
- ⊙ - - - - - DEEP-DRIVEN ROD
- ⊙ - - - - - DH&W IN KERB
- (Except as otherwise shown)

Azimuth: A-B (Strom)
Field Books:

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

I, SCOTT D McNIEN of 8 SHOUT PLACE, PEARCE a surveyor registered under the Surveyors Act 2007 hereby certify that the survey represented on this plan is accurate and has been made in accordance with Chief Surveyor Practice Directions 2008 (No.1) and was completed on

15th September 2008

(Signature) *Scott D McNien* 15/9/08

Surveyor registered under the Surveyors Act 2007

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

Scott D McNien 17-12-2008
ACT Chief Surveyor

PLAN OF
BLOCKS 13,14&15 SECTION 87
BEING A SUBDIVISION OF BLOCK 10

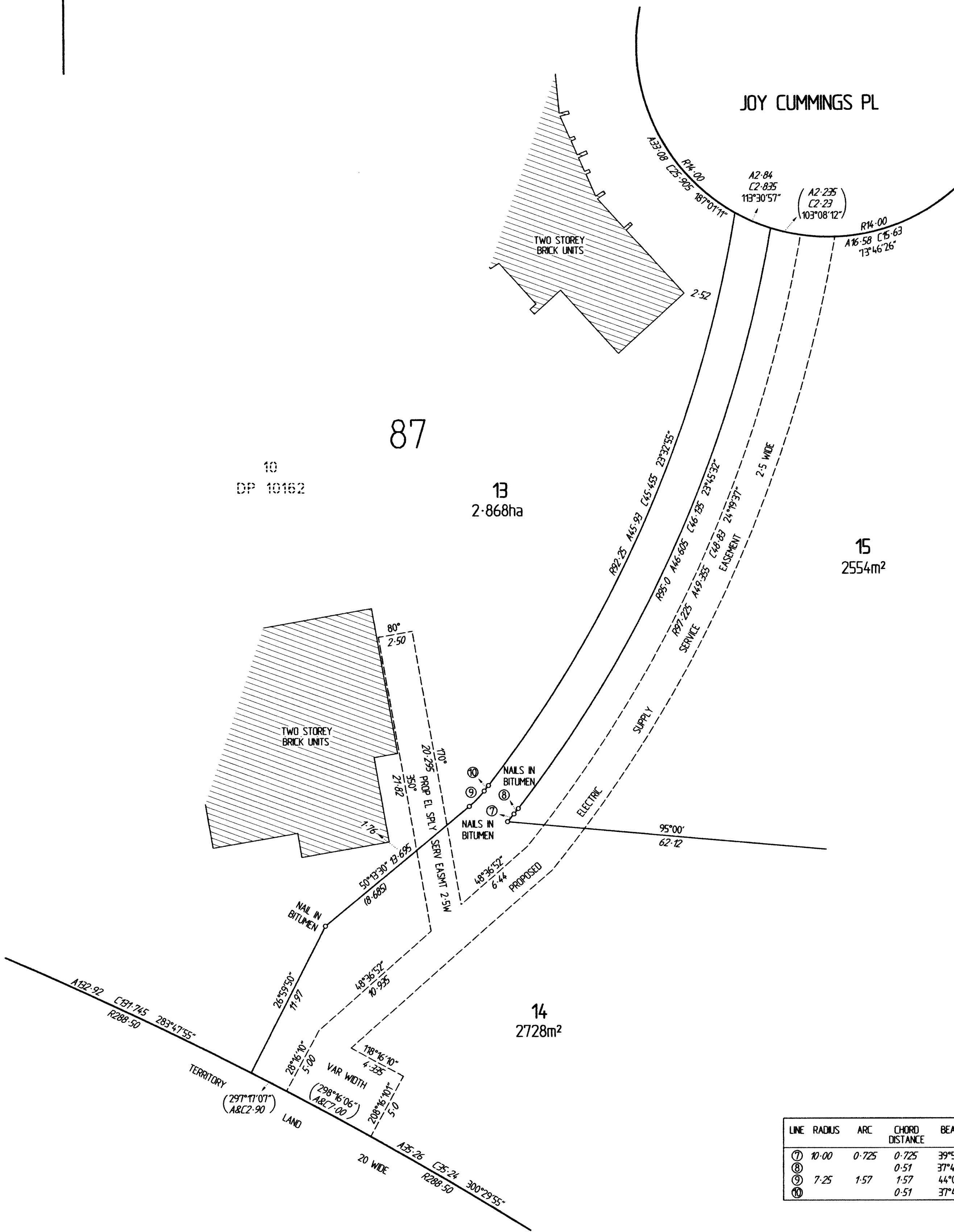
DIVISION: BELCONNEN
DISTRICT: BELCONNEN
AUSTRALIAN CAPITAL TERRITORY

SCALE 1:750
0 10 20 40 METRES

Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory the Twelfth day of May 2009 at 11 minutes past Two o'clock in the after noon

Approved *Danielle Krajina*
Danielle Krajina Registrar-General

DEPOSITED PLAN
10554/1
AMENDS DP 10162



THIS IS SHEET 2 OF MY PLAN IN 2 SHEETS
DATED 15th SEPTEMBER 2008

(Signature) *[Signature]* 15/12/08
Surveyor registered under the Surveyors Act 2007

SCALE 1:200
0 2 4 6 8 10 METRES

DEPOSITED PLAN
10554/2
AMENDS DP 10162

X19165/2

SFP
Form 090



SITE PLAN/FLOOR PLAN

1. LAND

Vol/Fol	District/Division	Section	Block	Deposited Plan No	Unit Plan No
1875 : 35	BELCONNEN	87	B	DP 10554	3440

Please tick the appropriate box if the plan is a site plan or a floor plan

Site

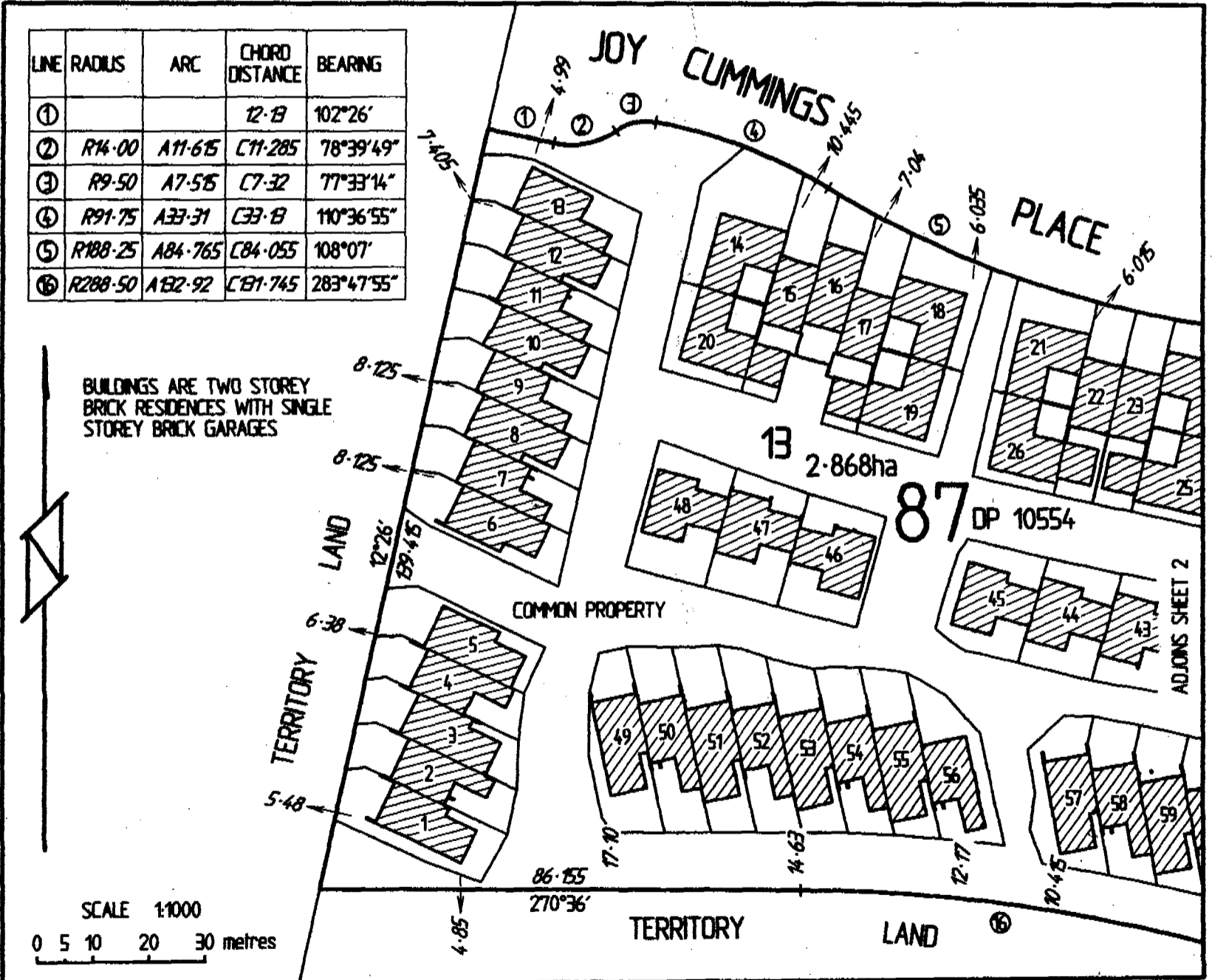
Floor

4. PROVIDE FLOOR NUMBER IF A FLOOR PLAN

5. CLASS OF UNIT (A or B) - please indicate class of unit if a floor plan

CLASS " B " UNITS

6. PLAN



7. EXECUTION

Signed for and on behalf of

Kera
pty Limited pursuant to Section
27 of the Corporation Law
in the presence of:
Director
Applicant

Registered Surveyor

Lyn Tankey

Delegate of the
ACT Planning and Land Authority

SFP
Form 090



SITE PLAN/FLOOR PLAN

1- LAND

Vol/Fol	District/Division	Section	Block	Deposited Plan No	Unit Plan No
1875 : 35	BELCONNEN	87	13	DP 10554	3440

Please tick the appropriate box if the plan is a site plan or a floor plan

Site

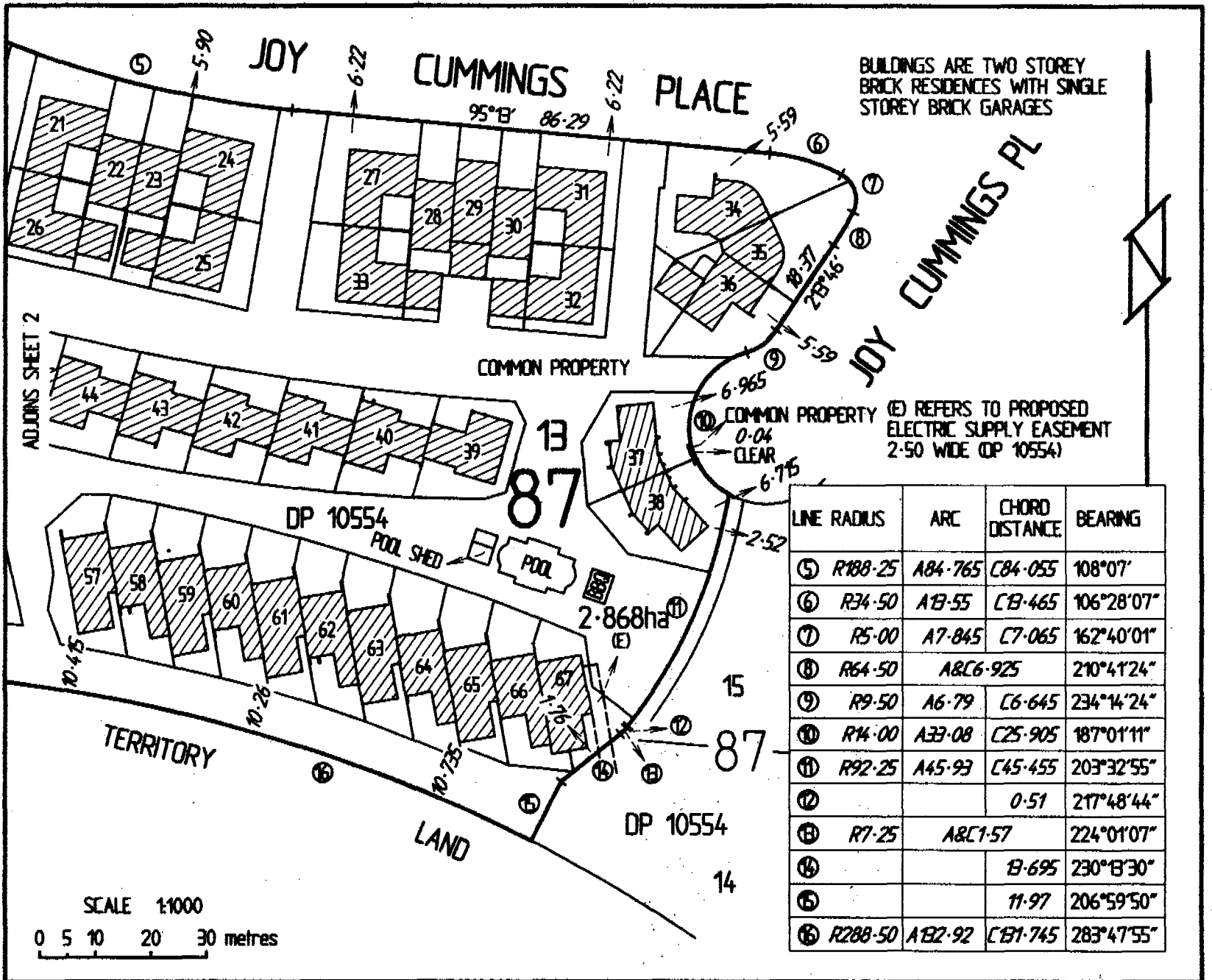
Floor

4- PROVIDE FLOOR NUMBER IF A FLOOR PLAN

5- CLASS OF UNIT (A or B) - please indicate class of unit if a floor plan

CLASS " B " UNITS

6- PLAN



7- EXECUTION

Signed for and on behalf of Kiera Pty Limited pursuant to Section 127 of the Corporation Law In the presence of: Director Applicant	 Registered Surveyor	 Lyn Tankey Delegate of the ACT Planning and Land Authority
---	-------------------------	--



LAND TITLES
OFFICE OF REGULATORY SERVICES



SURVEYOR'S DECLARATION FORM

Land Titles (Unit Titles Act) 1970

LAND					
Vol Fol	District / Division	Section	Block	Deposited Plan Number	Units Plan Number
1875:35	Belconnen	87	13	10554	3440

NAME OF MANAGER / OWNERS CORPORATION
ACT Strata Management Services.

ADDRESS FOR SERVICE OF NOTICE
PO Box 3208 WESTON ACT 2611

SURVEYOR'S DECLARATION

I, **Scott David McNiven** of **8 Shout Place, Pearce, ACT**

A surveyor registered under the Surveyors Act 2007, hereby certify that:
1. The survey represented by the diagrams on forms 1A and 3 of this plan is accurate and has been made by me ~~under my immediate~~ supervision (delete whichever is not applicable) and was completed on **8th OCTOBER 2009** Dated

2. The said survey is in accordance with the following Acts:

- Unit Titles Act 2001
- Land Titles (Unit Titles) Act 1970
- Land Titles Act 1925;
- any other Regulation made under those Acts and in accordance with the Surveyors Practice Directions 2003.

CROSS OUT EITHER OF ITEM 3 OR 3(a)-3(c), WHICHEVER DOES NOT APPLY – 3(a)-(c) CANNOT APPLY IF AN ENCROACHMENT OCCURS OVER A ROAD OR PUBLIC PLACE UNLESS THE ENCROACHMENT IS AN ATTACHMENT AS DEFINED BY THE UNIT TITLES ACT 2001.




3. Each building (including anything attached to it) or building in the course of erection on the parcel is wholly within the parcel.

OR
~~a) All units and unit subsidiaries shown in the diagrams are wholly within the parcel;~~
~~b) The diagram clearly indicates the existence, nature and extent of any encroachment by a building (including anything attached to it), beyond the boundaries of the parcel; and~~
~~c) The diagrams clearly indicate the existence, nature and extent of any easement granted and registered, or to be granted and registered upon registration of this proposed plan, as an appurtenant to the parcel.~~


Signature of Registered Surveyor **8th OCTOBER 2009** Dated

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

Lyn Tankey 
Delegate of the Authority / Executive **4 February 2010** Dated

OFFICE USE ONLY			
LODGED BY		REGISTERED BY	
EXAMINED BY		REGISTRATION DATE	- 9 FEB 2010
DATA ENTERED BY			

Approved form AF 2008 – 30 approved by Brett Phillips, Registrar-General on 7 May 2008 under s140 Land Titles Act 1925 (approved forms) and Revokes AF-2006 - 28



SUE

Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
Belconnen	87	13	3440

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	169		1909	71
2	157		1909	72
3	164		1909	73
4	157		1909	74
5	169		1909	75
6	169		1909	76
7	158		1909	77
8	164		1909	78
9	158		1909	79
10	164		1909	80
11	158		1909	81
12	164		1909	82
13	169		1909	83
14	158		1909	84
15	145		1909	85
16	160		1909	86
17	145		1909	87
18	153		1909	88
19	151		1909	89
20	153		1909	90
21	153		1909	91
22	142		1909	92
23	142		1909	93
24	153		1909	94
25	151		1909	95

Aggregate

Signed for and on behalf of

Kiera [Signature] Director

Pty Limited pursuant to Section 127 of the Corporation Law
[Signature] Director

in the presence of: [Signature] Signature of Lessee

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

Dated **Fourth** this day of **February** 2010

[Signature] Lyn Tankey
Delegate of the Authority/Executive

The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:

Volume

Folio

1909

70

[Signature]
Brett Phillips
Registrar-General



Deputy Registrar-General



SUE

Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
Belconnen	87	13	3440

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	151		1909	96
27	153		1909	97
28	145		1909	98
29	157		1909	99
30	145		1909	100
31	156		1910	1
32	152		1910	2
33	152		1910	3
34	141		1910	4
35	139		1910	5
36	125		1910	6
37	130		1910	7
38	130		1910	8
39	155		1910	9
40	149		1910	10
41	149		1910	11
42	149		1910	12
43	149		1910	13
44	149		1910	14
45	155		1910	15
46	156		1910	16
47	150		1910	17
48	156		1910	18
49	151		1910	19
50	134		1910	20
Aggregate				

The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:

Volume	Folio
1909	70

Signed for and on behalf of

Kiena

[Signature] Director

Pty Limited pursuant to Section 127 of the Corporation Law

[Signature] Director
Signature of Lessee

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

Dated Fourth this day of February 2010

[Signature] Lyn Tankey

Delegate of the Authority/Executive

[Signature]

Prett Phillips
Registrar-General



Deputy Registrar-General



SUE

Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
Belconnen	87	13	3440

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
51	146		1910	21
52	134		1910	22
53	146		1910	23
54	134		1910	24
55	146		1910	25
56	136		1910	26
57	149		1910	27
58	134		1910	28
59	146		1910	29
60	134		1910	30
61	146		1910	31
62	134		1910	32
63	146		1910	33
64	134		1910	34
65	146		1910	35
66	134		1910	36
67	151		1910	37

Aggregate 10000

Signed for and on behalf of

Kiena Director

Pty Limited pursuant to Section 127 of the Corporation Law
Signature of Lessee

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

Dated Fourth this day of February 2010

Lyn Tankey
Delegate of the Authority/Executive

The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:

Volume	Folio
1909	70

Brett Phillips
Registrar-General



Deputy Registrar-General

SFP
Form 090



SITE PLAN/FLOOR PLAN

1- LAND

Vol/Fol	District/Division	Section	Block	Deposited Plan No	Unit Plan No
1875/35	BELCONNEN	87	13	10554	3440

Please tick the appropriate box if the plan is a site plan or a floor plan

Site

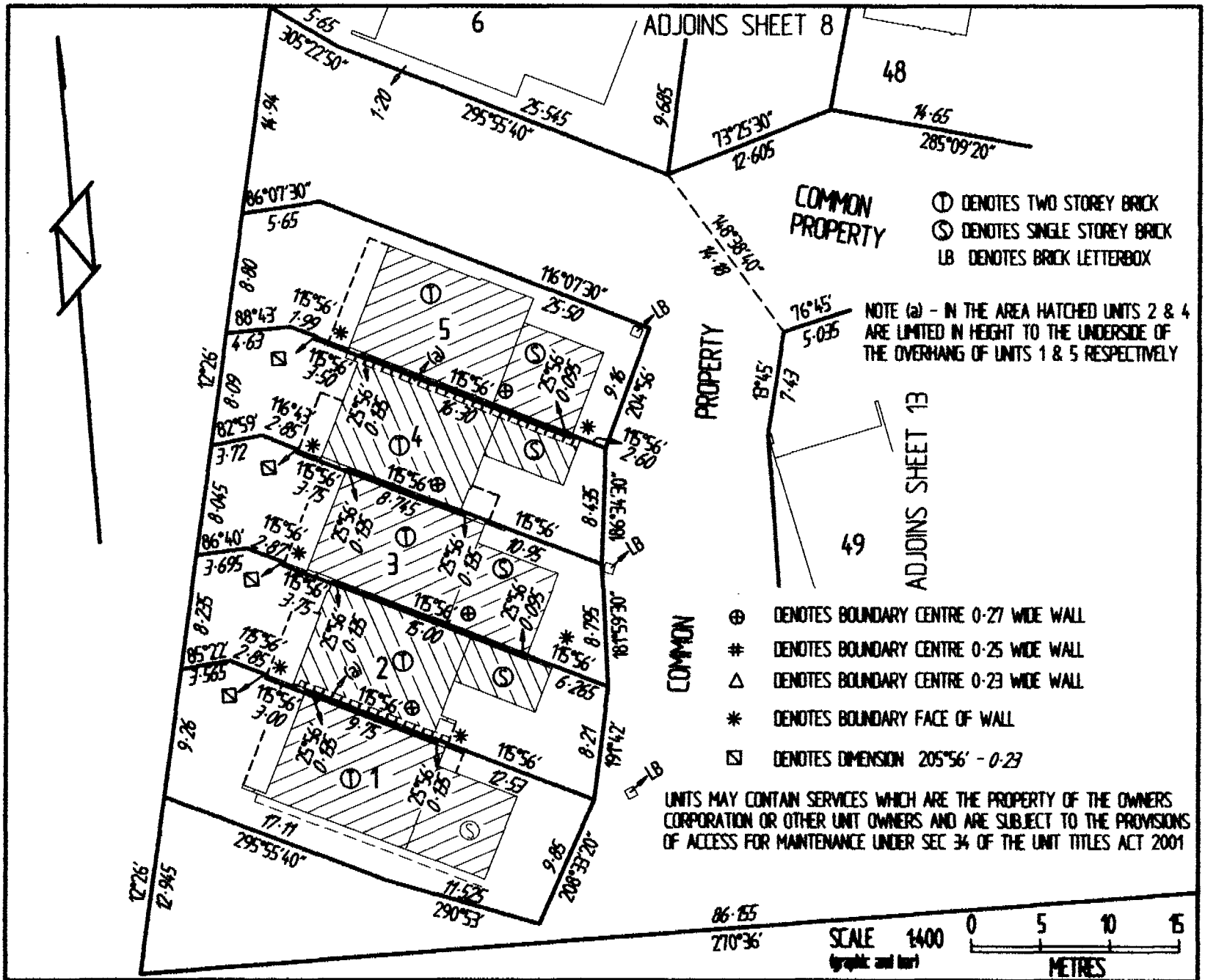
Floor

4- PROVIDE FLOOR NUMBER IF A FLOOR PLAN

5- CLASS OF UNIT (A or B) - please indicate class of unit if a floor plan

GROUND	CLASS 'B' UNITS
--------	-----------------

6- PLAN



7- EXECUTION

Signed for and on behalf of Kiena Pty Limited pursuant to Section 127 of the Corporation Law in the presence of: Director Applicant	 Registered Surveyor	 Lyn Tankey Delegate of the ACT Planning and Land Authority
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SFP
Form 090



SITE PLAN/FLOOR PLAN

1- LAND

Vol/Fol	District/Division	Section	Block	Deposited Plan No	Unit Plan No
1875/35	BELCONNEN	87	13	10554	3440

Please tick the appropriate box if the plan is a site plan or a floor plan

Site

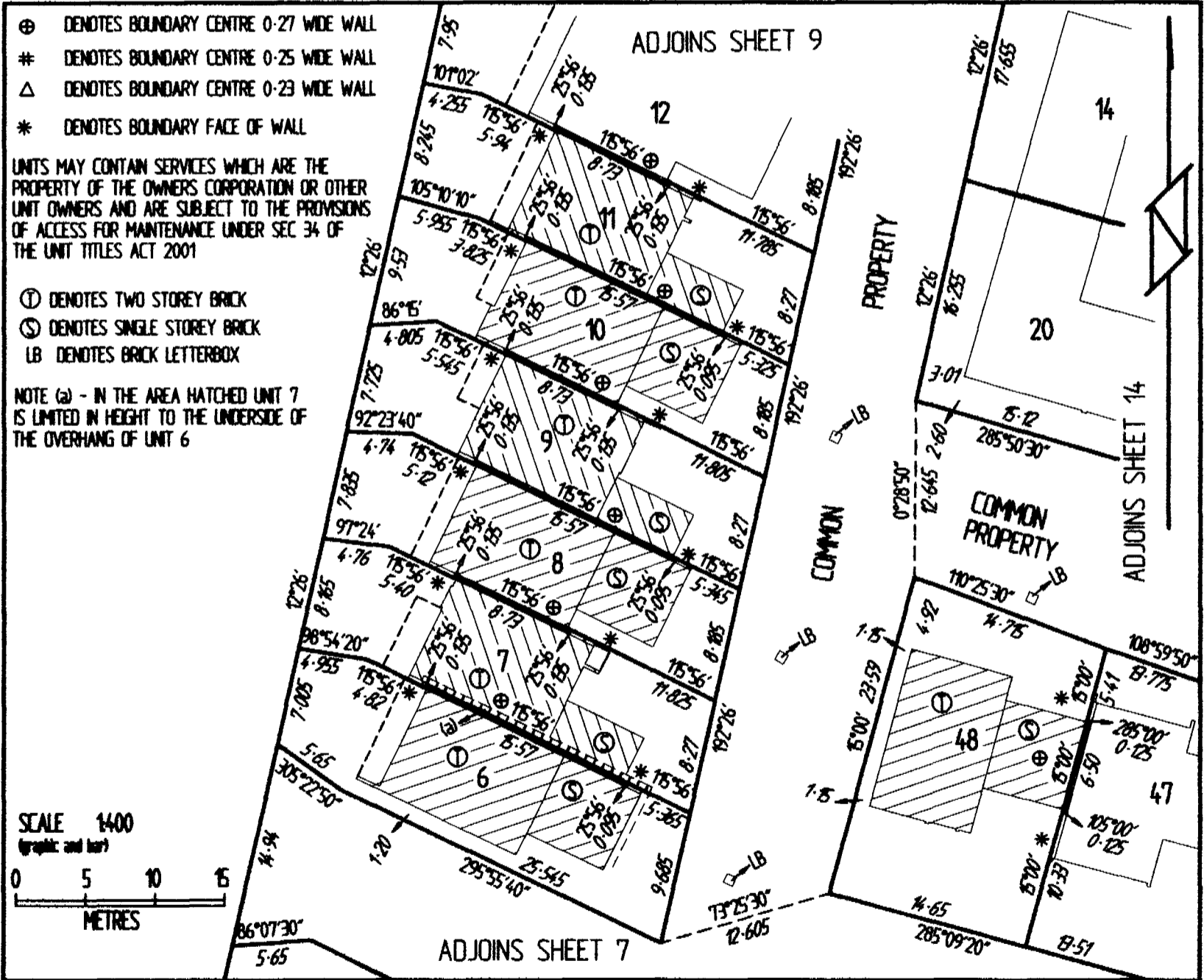
Floor

4- PROVIDE FLOOR NUMBER IF A FLOOR PLAN

5- CLASS OF UNIT (A or B) - please indicate class of unit if a floor plan

GROUND	CLASS 'B' UNITS
--------	-----------------

6- PLAN



7- EXECUTION

Signed for and on behalf of <i>Kiera</i> Pty Limited pursuant to Section 127 of the Corporation Law in the presence of: <i>[Signature]</i> Director Applicant	<i>[Signature]</i> Registered Surveyor	<i>[Signature]</i> Lyn Tankey Delegate of the ACT Planning and Land Authority
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SFP
Form 090



SITE PLAN/FLOOR PLAN

1- LAND

Vol/Fol	District/Division	Section	Block	Deposited Plan No	Unit Plan No
1875/35	BELCONNEN	87	13	10554	3440

Please tick the appropriate box if the plan is a site plan or a floor plan

Site

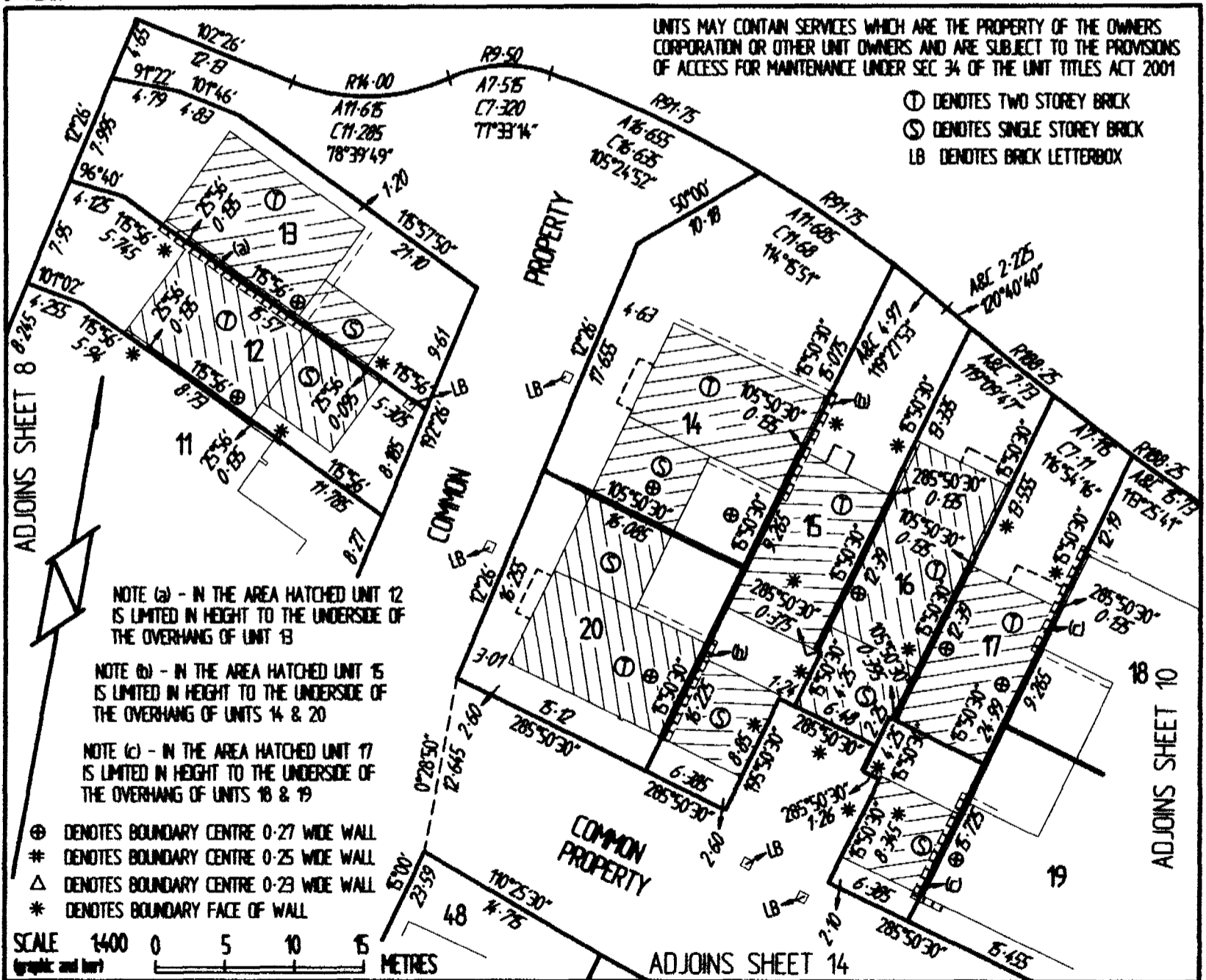
Floor

4- PROVIDE FLOOR NUMBER IF A FLOOR PLAN

5- CLASS OF UNIT (A or B) - please indicate class of unit if a floor plan

GROUND	CLASS 'B' UNITS
--------	-----------------

6- PLAN



7- EXECUTION

Signed for and on behalf of Kiera Pty Limited pursuant to Section 127 of the Corporation Law in the presence of: <i>[Signature]</i> Director Applicant	<i>[Signature]</i> Registered Surveyor	<i>[Signature]</i> Lyn Tankey Delegate of the ACT Planning and Land Authority
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SFP
Form 090



SITE PLAN/FLOOR PLAN

1- LAND

Vol/Fol	District/Division	Section	Block	Deposited Plan No	Unit Plan No
1875/35	BELCONNEN	87	13	10554	3440

Please tick the appropriate box if the plan is a site plan or a floor plan

Site

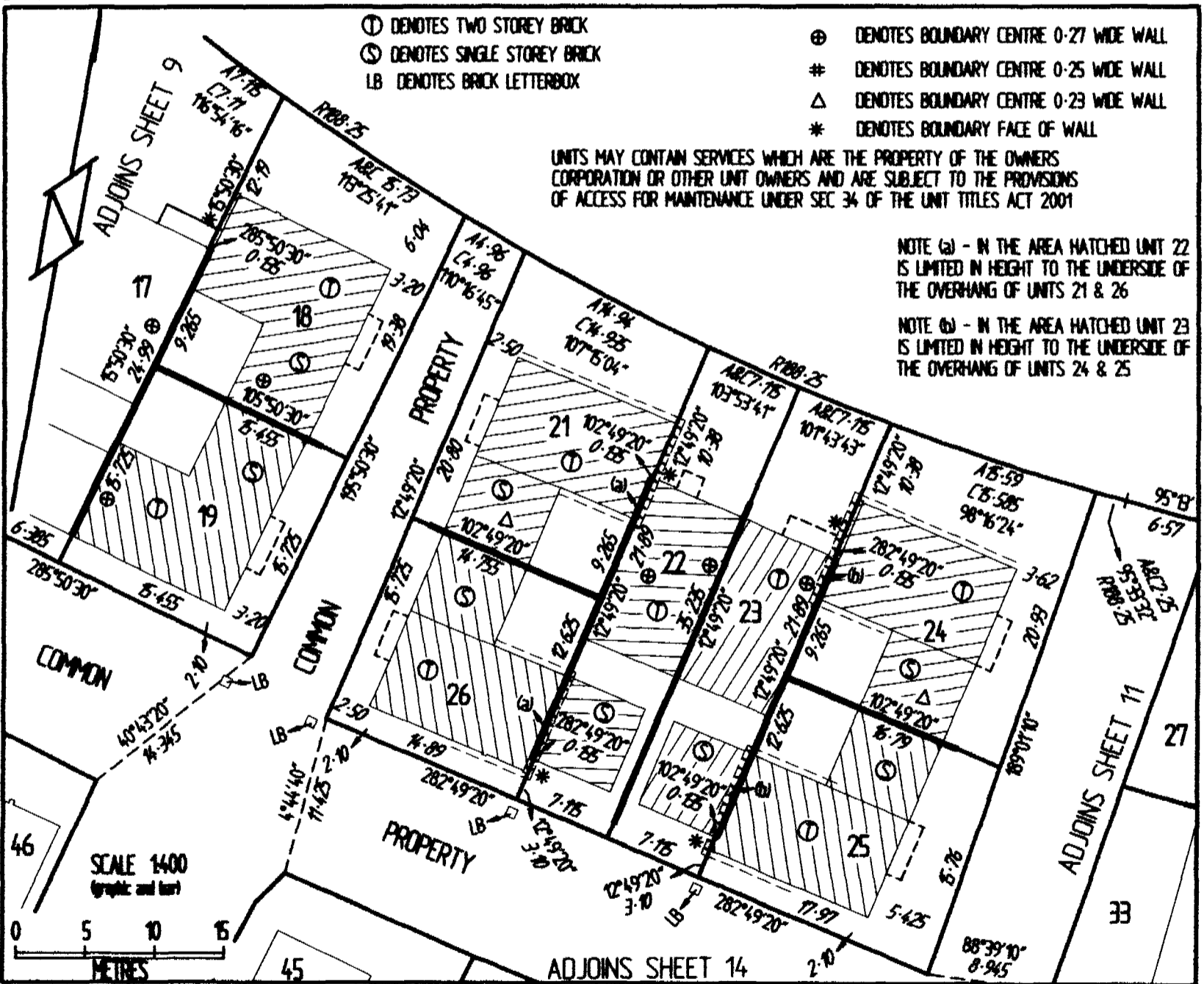
Floor

4- PROVIDE FLOOR NUMBER IF A FLOOR PLAN

5- CLASS OF UNIT (A or B) - please indicate class of unit if a floor plan

GROUND	CLASS 'B' UNITS
--------	-----------------

6- PLAN



7- EXECUTION

Signed for and on behalf of

Kienn

My limited pursuant to Section 127 of the Corporation Law

in the presence of

Drawn Applicant

Registered Surveyor

Lyn Tankey
Lyn Tankey

Delegate of the
ACT Planning and Land Authority

SFP
Form 090



SITE PLAN/FLOOR PLAN

1- LAND

Vol/Fol	District/Division	Section	Block	Deposited Plan No	Unit Plan No
1875/35	BELCONNEN	87	13	10554	3440

Please tick the appropriate box if the plan is a site plan or a floor plan

Site

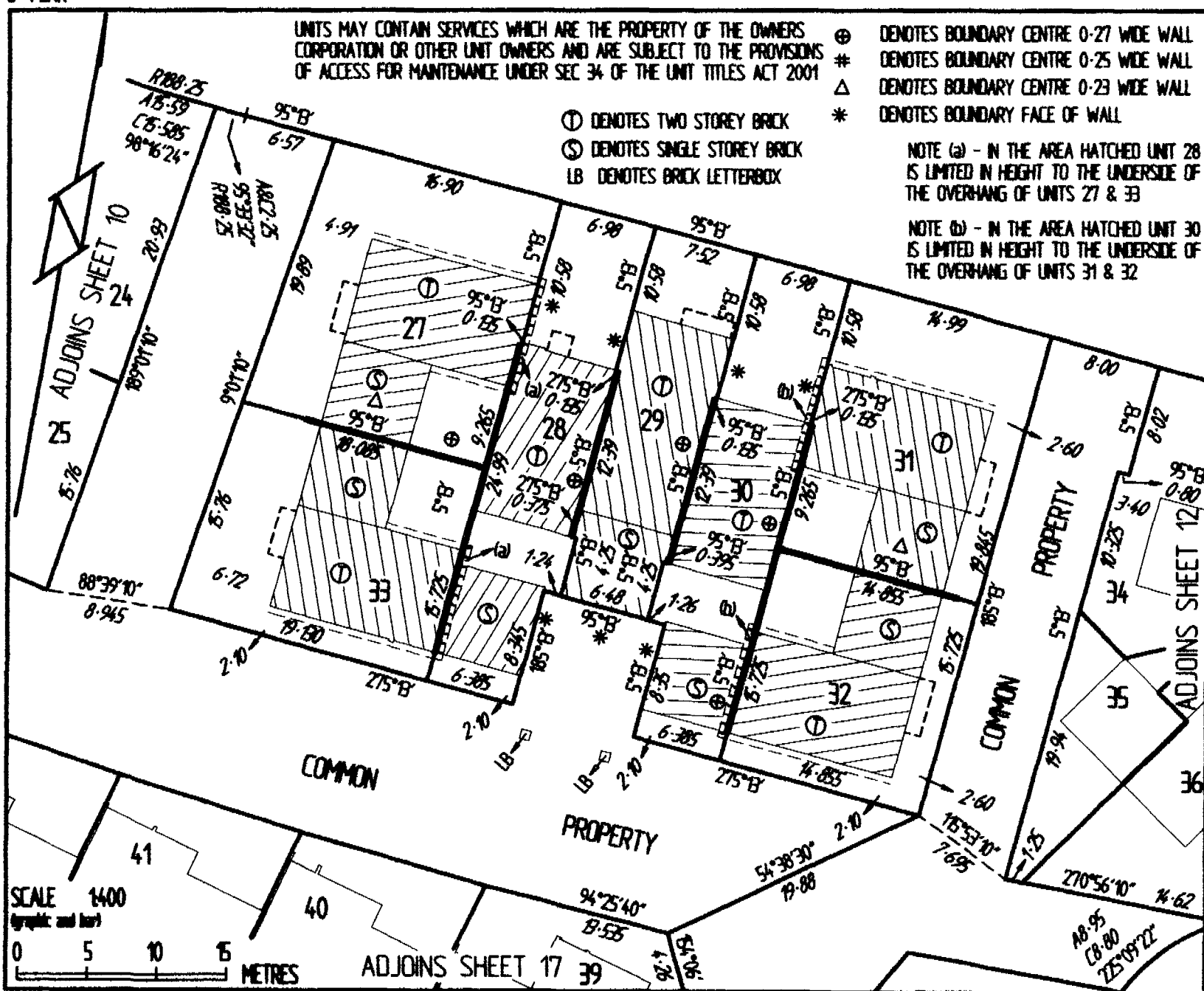
Floor

4- PROVIDE FLOOR NUMBER IF A FLOOR PLAN

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GROUND	CLASS 'B' UNITS
--------	-----------------

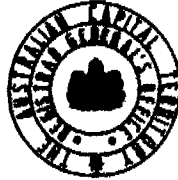
6- PLAN



7- EXECUTION

Signed for and on behalf of Kera Pty Limited pursuant to Section 127 of the Corporation Law in the presence of: _____ Directors Applicant	 _____ Registered Surveyor	 Lyn Tankey _____ Delegate of the ACT Planning and Land Authority
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SFP
Form 090



SITE PLAN/FLOOR PLAN

1. LAND

Vol/Fol	District/Division	Section	Block	Deposited Plan No	Unit Plan No
1875/35	BELCONNEN	87	13	10554	3440

Please tick the appropriate box if the plan is a site plan or a floor plan

Site

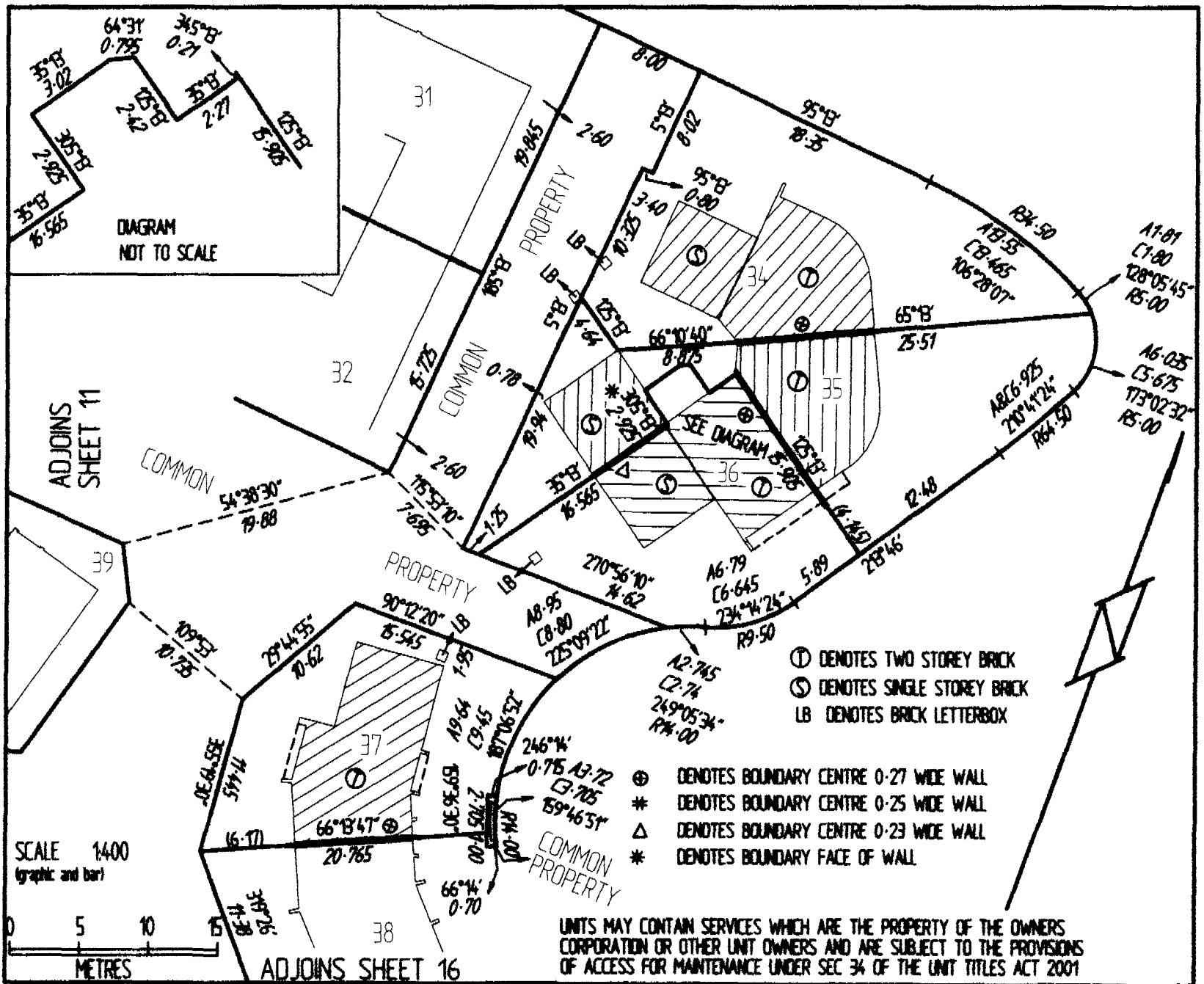
Floor

4. PROVIDE FLOOR NUMBER IF A FLOOR PLAN

5. CLASS OF UNIT (A or B) - please indicate class of unit if a floor plan

GROUND	CLASS 'B' UNITS
--------	-----------------

6. PLAN



7. EXECUTION

Signed for and on behalf of

Kiera

Pty Limited pursuant to Section 127 of the Corporation Law

in the presence of

[Signature] Applicant

[Signature] Registered Surveyor

[Signature]
Lyn Tankey

Delegate of the
ACT Planning and Land Authority

SFP
Form 090



SITE PLAN/FLOOR PLAN

1- LAND

Vol/Fol	District/Division	Section	Block	Deposited Plan No	Unit Plan No
1875/35	BELCONNEN	87	13	10554	3440

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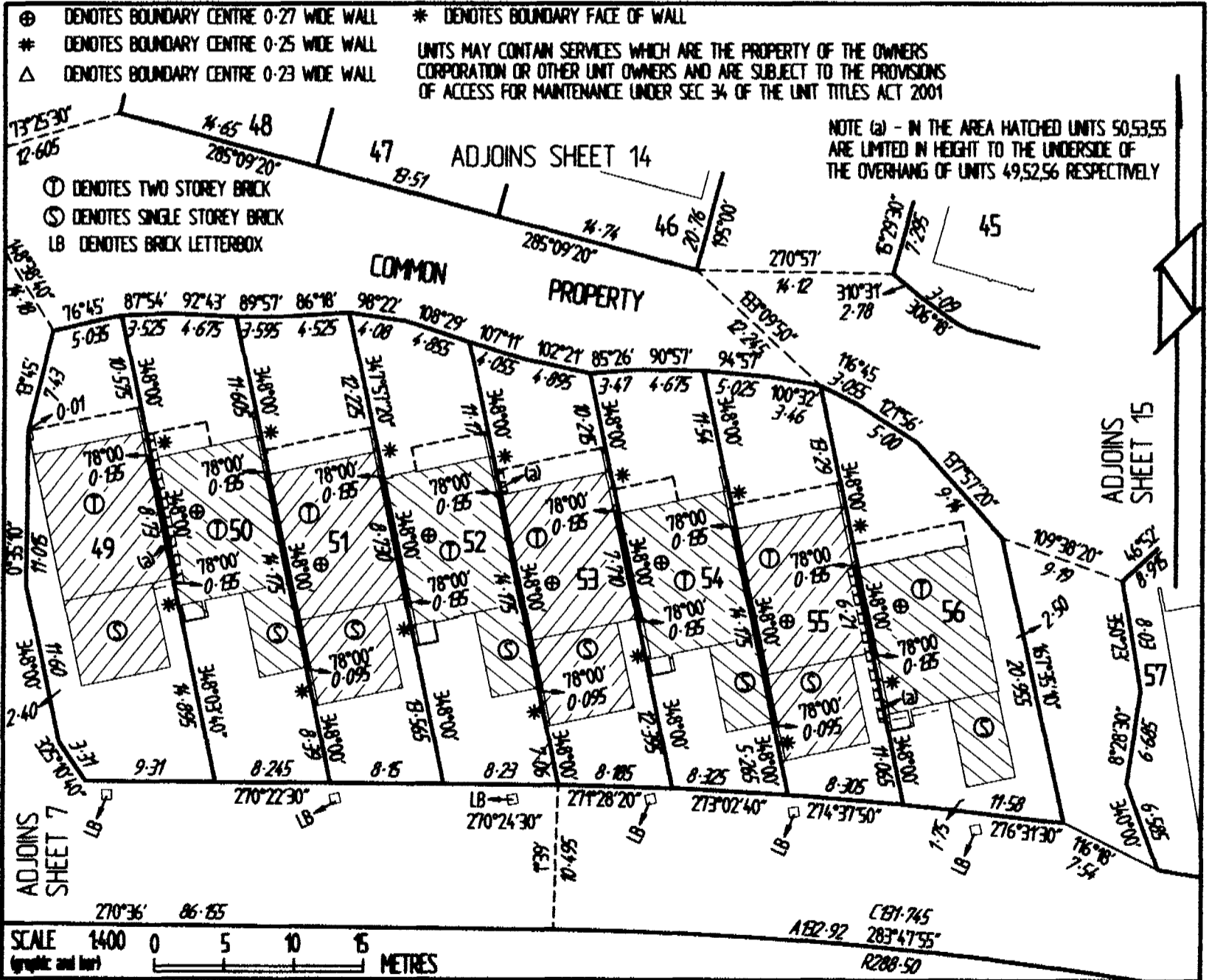
Floor

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GROUND	CLASS 'B' UNITS
--------	-----------------

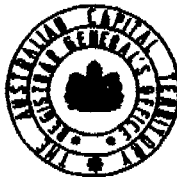
6- PLAN



7- EXECUTION

Signed for and on behalf of Kiena Pty Limited pursuant to Section 127 of the Corporation Law In the presence of: Applicant	 Registered Surveyor	 Lyn Tankey Delegate of the ACT Planning and Land Authority
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SFP
Form 090



SITE PLAN/FLOOR PLAN

1- LAND

Vol/Fol	District/Division	Section	Block	Deposited Plan No	Unit Plan No
1875/35	BELCONNEN	87	13	10554	3440

Please tick the appropriate box if the plan is a site plan or a floor plan

Site

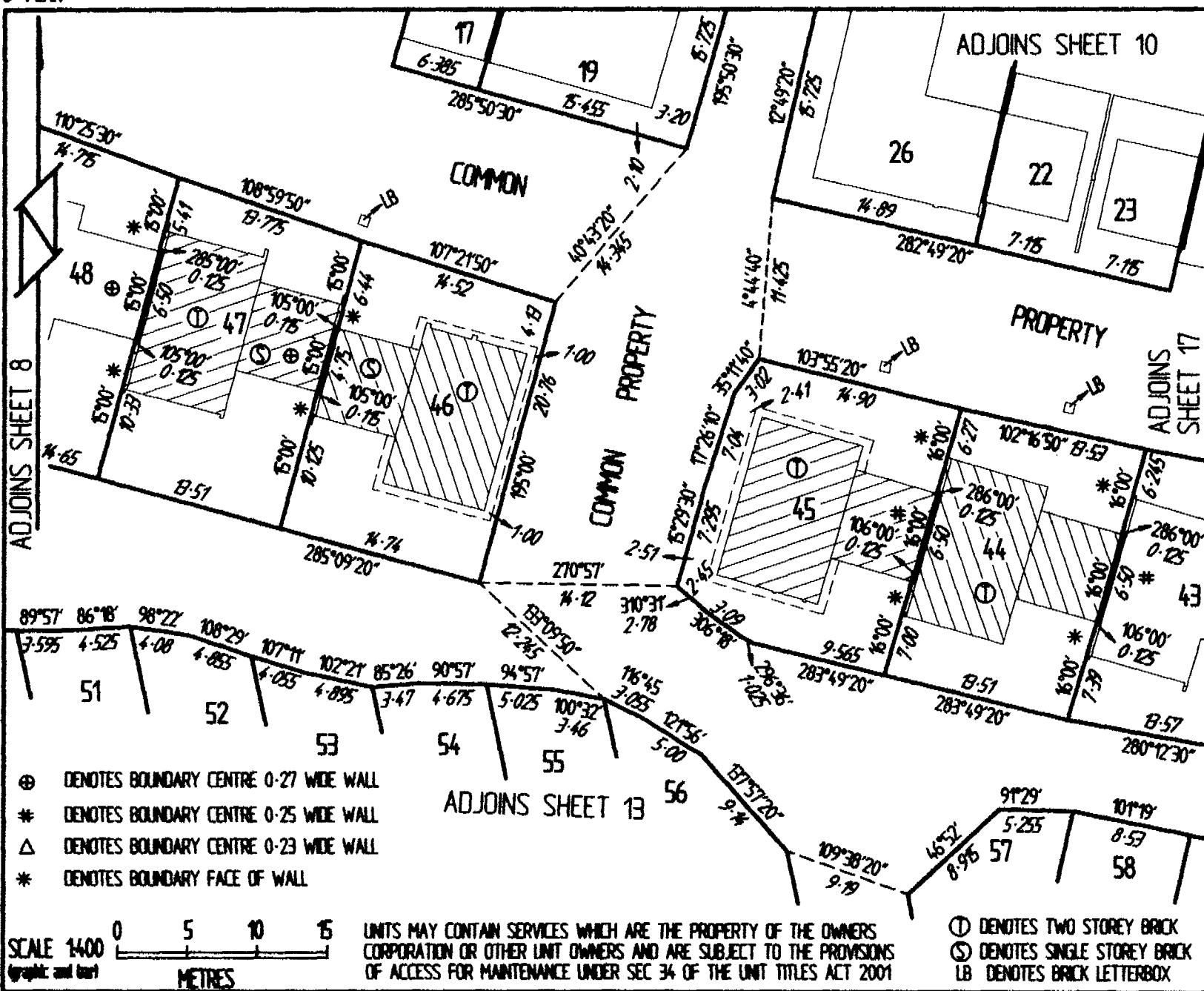
Floor

4- PROVIDE FLOOR NUMBER IF A FLOOR PLAN

5- CLASS OF UNIT (A or B) - please indicate class of unit if a floor plan

GROUND	CLASS 'B' UNITS
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6- PLAN



7- EXECUTION

Signed for and on behalf of Kiera Pty Limited pursuant to Section 127 of the Corporation Law in the presence of: <i>[Signature]</i> Archus Applicant	<i>[Signature]</i> Registered Surveyor	<i>[Signature]</i> Lyn Tankey Delegate of the ACT Planning and Land Authority
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SFP
Form 090



SITE PLAN/FLOOR PLAN

1. LAND

Vol/Fol	District/Division	Section	Block	Deposited Plan No	Unit Plan No
1875/35	BELCONNEN	87	B	10554	3440

Please tick the appropriate box if the plan is a site plan or a floor plan

Site

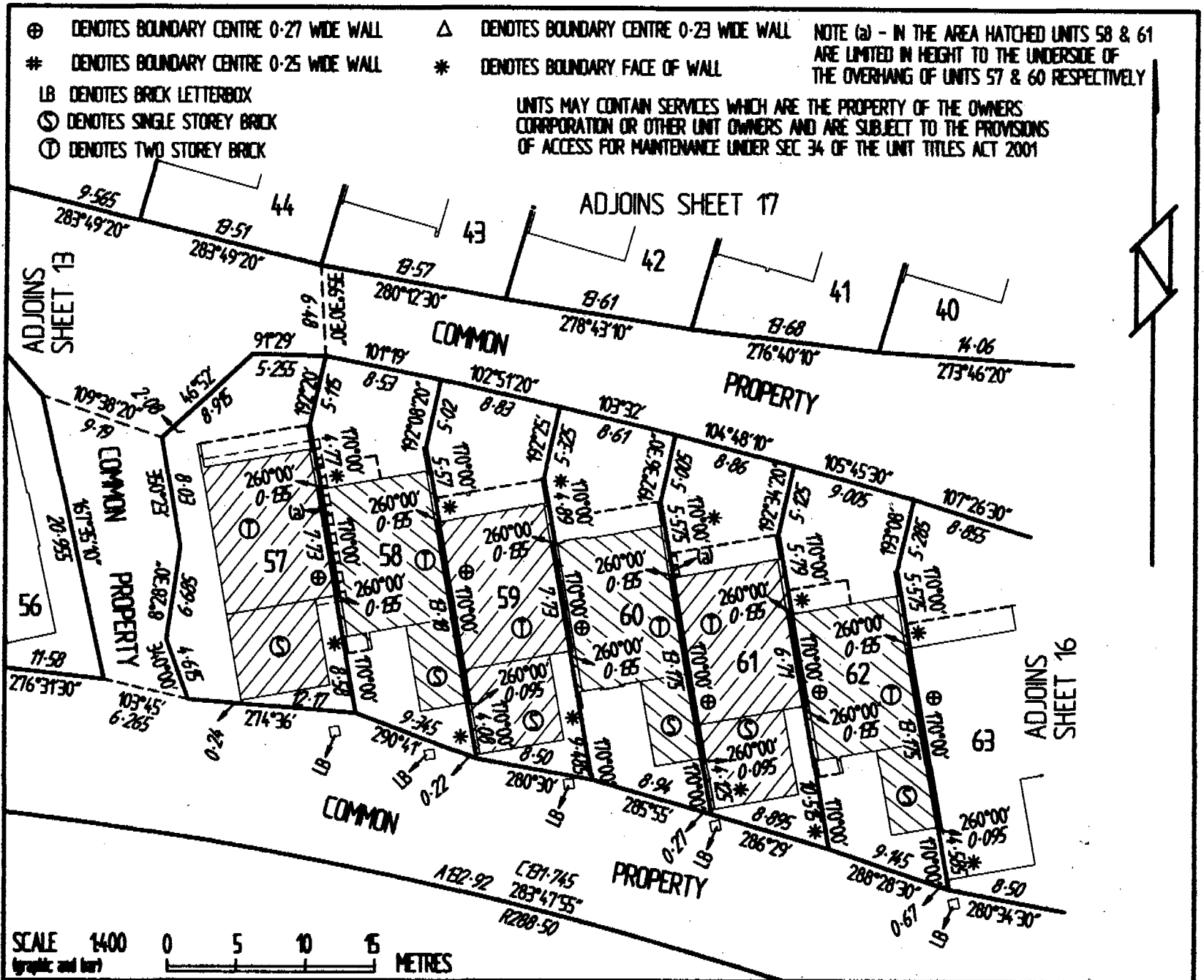
Floor

4. PROVIDE FLOOR NUMBER IF A FLOOR PLAN

5. CLASS OF UNIT (A or B) - please indicate class of unit if a floor plan

GROUND	CLASS 'B' UNITS
--------	-----------------

6. PLAN



7. EXECUTION

Signed for and on behalf of Kiera Pty Limited pursuant to Section 127 of the Corporation Law in the presence of: _____ Directors Applicant	_____ Registered Surveyor	_____ Lyn Tankey Delegate of the ACT Planning and Land Authority
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SFP
Form 090



SITE PLAN/FLOOR PLAN

1. LAND

Vol.Fol	District/Division	Section	Block	Deposited Plan No	Unit Plan No
1875/35	BELCONNEN	87	13	10554	3440

Please tick the appropriate box if the plan is a site plan or a floor plan

Site

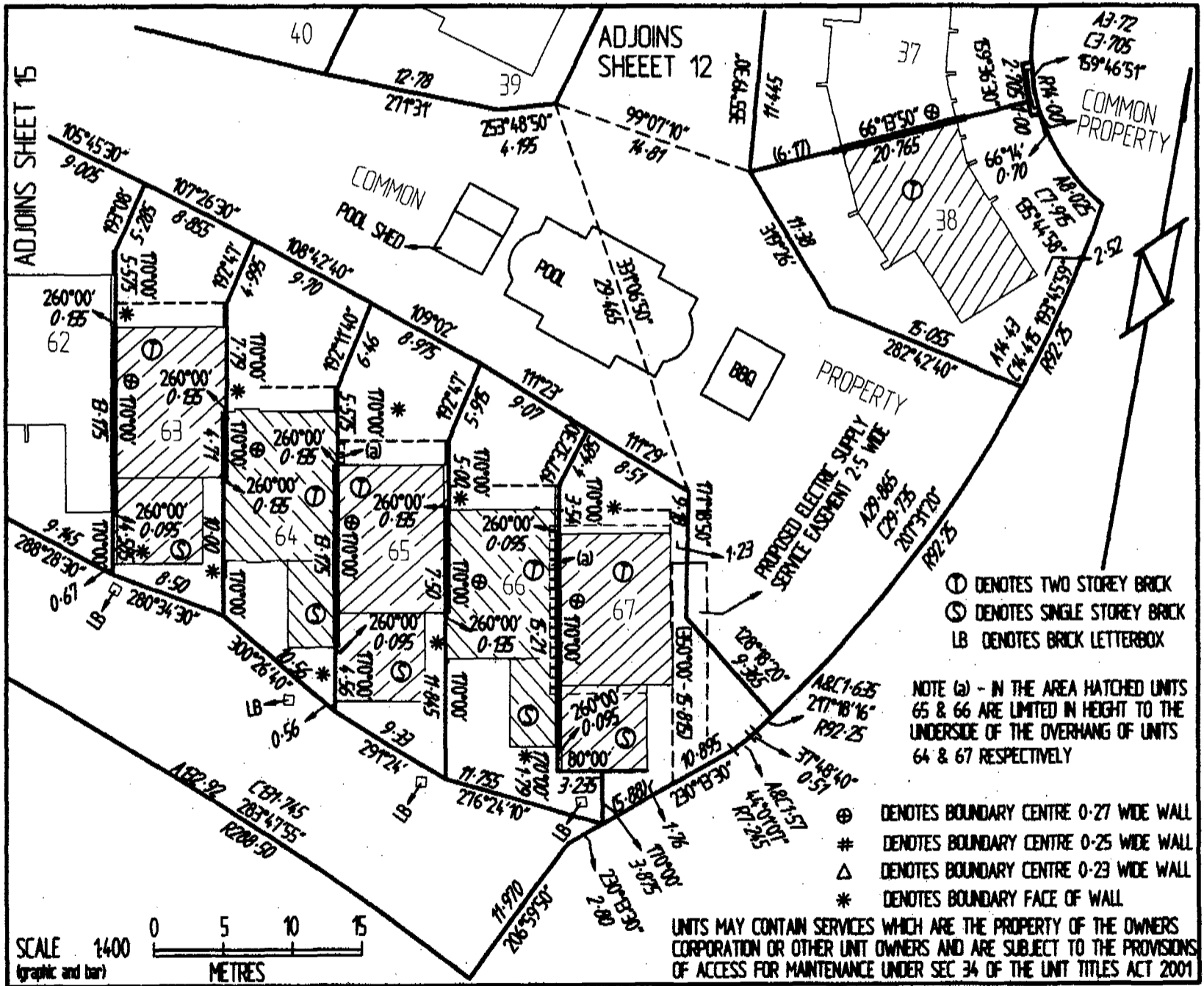
Floor

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GROUND	CLASS 'B' UNITS
--------	-----------------

6. PLAN



7. EXECUTION

Signed for and on behalf of Kiera Pty Limited pursuant to Section 127 of the Corporation Law in the presence of: <i>[Signature]</i> Applicant	<i>[Signature]</i> Registered Surveyor	<i>[Signature]</i> Lyn Tankey Delegate of the ACT Planning and Land Authority
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SFP
Form 090



SITE PLAN/FLOOR PLAN

1. LAND

Vol/Fol	District/Division	Section	Block	Deposited Plan No	Unit Plan No
1875/35	BELCONNEN	87	B	10554	3440

Please tick the appropriate box if the plan is a site plan or a floor plan

Site

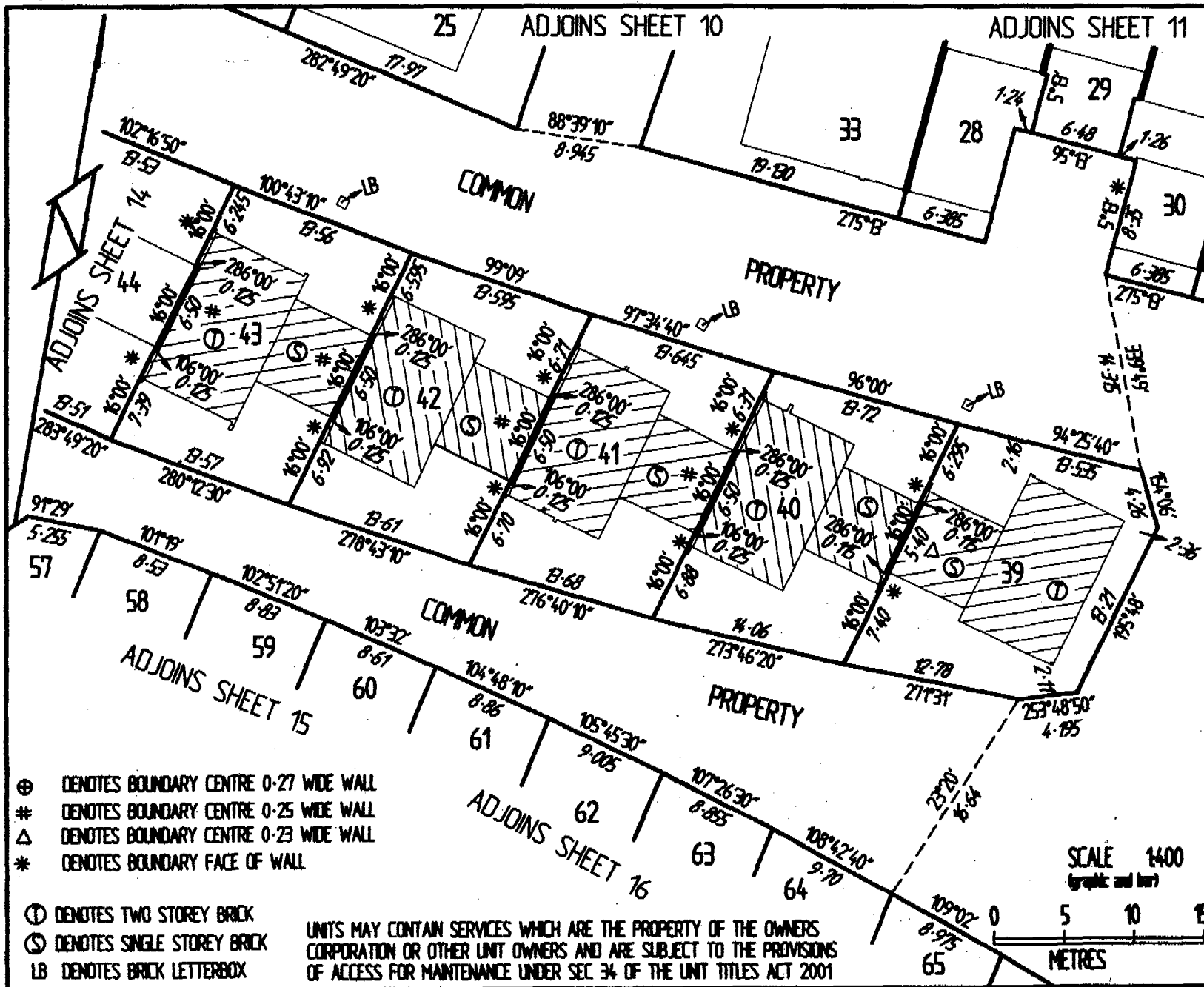
Floor

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GROUND	CLASS 'B' UNITS
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6. PLAN



7. EXECUTION

Signed for and on behalf of Kiera Pty Limited pursuant to Section 127 of the Corporation Law in the presence of: [Signature] Directors Applicant	[Signature] Registered Surveyor	[Signature] Lyn Tankey Delegate of the ACT Planning and Land Authority
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FORM 4

Revised 1/7/03

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 3440

Block 13 Section 87 Division of BELCONNEN

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

1. The term of the lease of each of the units expires on the sixth day of December Two Thousand one hundred and four.
2. The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded.
3. Each Lessee of each of the Units Nos. 1 - 67 inclusive covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of each Lessee's relevant unit as follows:
 - (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;
 - (b) to use the unit as a single dwelling only;
 - (c) that the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 - (ii) to which the Tree Protection Act 2005, applies;
 - (d) the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
 - (e) not to make any structural alterations to the unit without the previous approval in writing of the Authority;
 - (f) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority the unit excluding any defined parts under the provisions of the Unit Titles Act 2001;

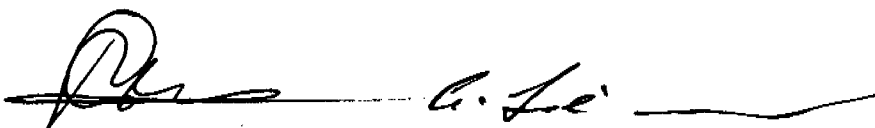
ut



- (g) if and whenever the Lessee fails to maintain repair or keep in repair the unit the Authority may by notice in writing to the Lessee specifying the wants of repairs require the Lessee to effect repairs in accordance with the said notice or if the Authority is of the opinion that a building part of a building or other improvement is beyond reasonable repair the Authority may require the Lessee to remove a building or part of a building or other improvement and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Authority may in writing allow the Lessee has not effected the said repairs or removed the said building part of the building or other improvement any person or persons duly authorised by the Authority with such equipment as is necessary may enter the unit and effect the said repairs or demolish and remove the building part of the building or other improvement and all expenses incurred by the Authority in effecting such repairs or demolition and removal shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;
- (h) to permit any person or persons authorised by the Authority to enter the unit at all reasonable times and in any reasonable manner and inspect the unit;
- (i) to pay to the Authority or any statutory authority the proportion that is equal to the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the Planning and Development Act 2007 and the Unit Titles Act 2001;
- (j) all minerals on or in the parcel and the right to the use, flow and control of ground water under the surface of the parcel are reserved to the Territory.

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

- (a) the Lessee paying the rent and all other money due and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the premises without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority;
- (b) that if:
 - (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or
 - (ii) the said unit is at any time not used for a period of one year for the purpose for which this lease is granted; or

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- (iii) the Lessee shall commit or suffer a breach of any other covenant contained or implied in this lease

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

- (c) that acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 4(b)(i), (ii) or (iii) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clauses;
- (d) that any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
- (e) any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the unit or at its registered office or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the unit;
- (f) any and every right power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:
- (i) the Authority;
- (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
- (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

5. In this schedule unless the contrary intention appears:

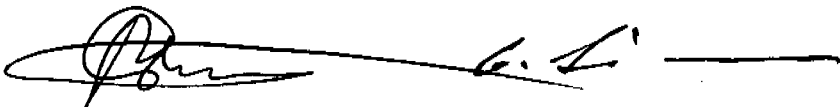
- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the leased land;

At

The image shows two handwritten signatures at the bottom of the page. The signature on the left is a stylized, cursive name. The signature on the right is a more formal, blocky name. A horizontal line is drawn across the page, passing through the bottom of both signatures.

- (c) "dwelling" means a building or part of a building used as a self contained residence which must include:
- (i) food preparation facilities;
 - (ii) a bath or shower; and
 - (iii) a closet pan and wash basin
- and includes outbuildings and works normal to a dwelling;
- (d) "Lessee" shall:
- (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them;
 - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (e) "multi-unit housing" means the use of the parcel for more than one dwelling and includes but is not limited to dual occupancy housing and triple occupancy housing;
- (f) "outbuilding" means a shed garage or similar structure which is ancillary to the permitted use of the land specified in Clause 3(b) of this lease;
- (g) "premises" means the leased land building and all other improvements on the parcel of leased land;
- (h) "Territory" means:
- (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (i) "unit" means the leased land and the building and other improvements constructed or to be constructed on a part of the relevant parcel shown on the Units Plan as a unit;
- (j) words in the singular include the plural and vice versa;

W



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

6. Each Lessee of each of the Units Nos. 1 - 67 inclusive acknowledges that the building erected on the parcel of land defined as Block 13 Section 87 Division of BELCONNEN on Deposited Plan Number 10554 in the Registrar-General's Office at Canberra in the Australian Capital Territory shall be used for the purpose of multi-unit housing of not less than sixty four (64) dwellings and not more than sixty seven (67) dwellings in total.

DATED the.....*Fourth*..... day of.....*February*..... 2010.



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



LESSEE: KIENA PTY LIMITED A.C.N. 117 017 008

Signed on behalf of

FORM 5

Revised 1/7/03


Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 3440

Block 13 Section 87 Division of BELCONNEN

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

1. The term of the lease expires on the sixth day of December Two Thousand one hundred and four.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. The Owners – Units Plan No. 3440 (“the Owners Corporation”) covenants with the Planning and Land Authority (“the Authority”) on behalf of the Commonwealth of Australia (“the Commonwealth”) as follows:
 - (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;
 - (b) to use the common property for some or all of the following uses; carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other use approved by the Owners Corporation **PROVIDED THAT** these uses are consistent with the permitted purposes of the units;
 - (c) the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
 - (e) that the Owners Corporation shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 - (ii) to which the Tree Protection Act 2005, applies;
 - (f) not to erect any building or make any structural alterations in any building or part of a building or other improvements on the common property without the previous approval in writing of the Authority;



- (g) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the land forming the common property;
- (h) except where necessary for compliance with Clause 3(g) of this clause not to install any services or make any alterations in any of the services or any part of the services situated in or on the land forming the common property without the previous approval in writing of the Authority;
- (i) if and whenever the Owners Corporation fails to maintain repair or keep in repair any building part of a building landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives or other improvements on the common property or to repair or keep in good working order the services or any parts thereof situated in or on the land forming the common property the Authority may by notice in writing to the Owners Corporation specifying the wants of repairs require the Owners Corporation to effect repairs in accordance with the said notice or if the Authority is of the opinion that a building part of a building or other improvement or any part or parts of the services are beyond reasonable repair the Authority may require the Owners Corporation to remove a building part of a building or improvement or to replace the part or parts of the services and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Authority may in writing allow the Owners Corporation has not effected the said repairs or removed the said building part of the building or the improvement or replaced the part or parts of the services any person or persons duly authorised by the Authority with such equipment as is necessary may enter the common property and effect the said repairs or demolish and remove the building part of the building or the improvement or replace the part or parts of the service and all expenses incurred by the Authority in effecting such repairs or demolition or removal or replacement shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;
- (j) to permit any person or persons authorised by the Authority to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the land forming the common property;

H

G. L. ————— R

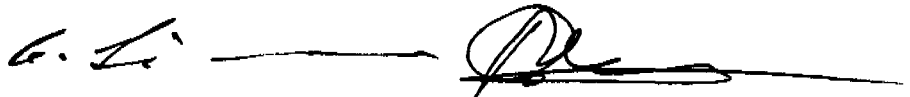
(k) that -

- (i) the Owners Corporation shall grant and maintain easements for pedestrian and vehicular access at ground floor level, onto and across identified vehicular access ways, for the benefit of the Lessee for the time being of the immediately adjacent Block 14 Section 87 Division of Belconnen as may be necessary in connection with the use and enjoyment of those blocks, in a form previously submitted to and approved by the Authority and registrable pursuant to the Land Titles Act 1925 and the Unit Titles Act 2001;
 - (ii) the Owners Corporation shall ensure that the easements referred to in Sub-clause (i) contains covenants setting out rights and obligations in relation to repair and maintenance of the vehicular access ways referred to in Sub-clause (i) and are in a form previously submitted to and approved by the Authority and registrable pursuant to the Land Titles Act 1925 and the Unit Titles Act 2001; and
 - (iii) the Owners Corporation shall ensure that the easements referred to in Sub-clauses (i) are registered pursuant to the Land Titles Act 1925 prior to occupation of any part of the approved development as a residence or office or the registration of a units plan in respect of the land, whichever occurs earlier and that upon registration of any units plan over the land easements in the form of the easements in Sub-clause (i) are granted, and covenants in the form referred to in Sub-clause (ii) are entered into, by the Owners Corporation and registered pursuant to the Land Titles Act 1925 and the Unit Titles Act 2001;
- (l) all minerals on or in the parcel and the right to the use, flow and control of ground water under the surface of the parcel are reserved to the Territory.

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

- (a) the Owners Corporation paying the rent and all other money due and observing and performing the covenants and stipulations on the part of the Owners Corporation to be observed and performed shall quietly enjoy the premises without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority;
- (b) that if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Owners Corporation in respect of any breach of the covenants on the part of the Owners Corporation to be observed or performed;
- (c) that any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;

H

Handwritten signatures and lines at the bottom of the page, including a signature that appears to be 'G. L.' and another signature that appears to be 'H'.

- (d) any and every right power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:
- (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

5. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the leased land;
- (c) "owners corporation" means the body corporate under the name of 'The Owners – Units Plan No. 3440 ';
- (d) "premises" means the leased land building and all other improvements on the parcel of leased land;
- (e) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (f) "Territory" means
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (g) "unit" means the leased land and the building and other improvements constructed or to be constructed on a part of the relevant parcel shown on the Units Plan as a unit;
- (h) words in the singular include the plural and vice versa;
- (i) words importing one gender include the other genders;
- (j) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

H



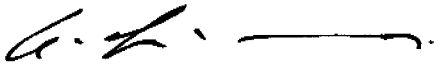
6. The Owners – Units Plan No: **3440** acknowledges that the building erected on the parcel of land defined as Block 13 Section 87 Division of BELCONNEN on Deposited Plan Number 10554 in the Registrar-General's Office at Canberra in the Australian Capital Territory shall be used for the purpose of multi-unit housing of not less than sixty four (64) dwellings and not more than sixty seven (67) dwellings in total.

DATED the.....**Fourth**..... day of.....**February**..... 2010.



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

Signed on behalf of
LESSEE: KIENA PTY LIMITED A.C.N. 117 017 008



25 August 2025

INFO TRACK
GPO BOX 4029
Sydney NSW 2001

Ref

Re Lot 66 Units Plan No. 3440

Fee 342 Paid

Above Fee includes GST

Dear Team,

As requested, please find enclosed the Section 119 Certificate, 2 years of meeting minutes, Certificate of currency, Insurance Valuation, Maintenance Plan and the Sinking Fund Plan.

If you require further information, please contact me.

Yours sincerely,

Amanda Menser
Office Manager

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

The Owners - Units Plan No. 3440

Unit No: 66

The above Corporation hereby certifies, pursuant to the Unit Titles Act, Section 119, the contributions payable under the Act in respect of the above unit are as follows:

Entitlements

Unit Entitlement: **134**

Total Building Entitlements: **10,000**

Managing Agent

Name and address of manager (if any) appointed under Section 50 is: **Link Strata Management
PO Box 154
CURTIN ACT 2605**

Contact Phone Number: **02 6260 3722**

Corporation's records can be inspected at

Address: **Link Strata Management
PO Box 154
CURTIN ACT 2605**

Contact Phone Number: **02 6260 3722**

Members of Corporation's executive committee

Office	Name	Address
Chairperson	Mr Barry Neame	PO Box 154 CURTIN ACT 2605
Secretary	Ms Jennifer A Cooke	PO Box 154 CURTIN ACT 2605
Treasurer	Mr Haydn Daw	PO Box 154 CURTIN ACT 2605
Committee	Mr Peter Melville	PO Box 154 CURTIN ACT 2605
	Mr Dale Roberts	PO Box 154 CURTIN ACT 2605
	Mr Chris Twigg	PO Box 154 CURTIN ACT 2605
	Ms Emilia Roberts	PO Box 154 CURTIN ACT 2605

UNIT TITLE SALE CERTIFICATE**Section 119 (1) (a)****Units Plan No. 3440 - Unit 66****Funds Details****Contributions payable to Administration Fund:**Total amount last determined with respect of the unit **\$2,336.00**Number of instalments payable **4****Instalment Details:-**

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/02/25 to 30/04/25	584.00	01/04/25	07/04/25	0.00	01/04/25
01/05/25 to 31/07/25	584.00	01/07/25	27/06/25	0.00	01/07/25
01/08/25 to 31/10/25	584.00	01/10/25		0.00	01/10/25
01/11/25 to 31/01/26	584.00	01/01/26		0.00	01/01/26

Amount (if any) outstanding (credit shown with -) **Nil**Paid to **31/07/25****Special contributions payable to Administration Fund:**

Purpose	Amount	Due Date	Date Paid	Discount	If Paid By
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Amount (if any) outstanding (credit shown with -) **Nil****Contributions payable to Sinking Fund:**Total amount last determined with respect of the unit **\$1,445.08**Number of instalments payable **4****Instalment Details:-**

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/02/25 to 30/04/25	361.27	01/04/25	07/04/25	0.00	01/04/25
01/05/25 to 31/07/25	361.27	01/07/25	27/06/25	0.00	01/07/25
01/08/25 to 31/10/25	361.27	01/10/25		0.00	01/10/25
01/11/25 to 31/01/26	361.27	01/01/26		0.00	01/01/26

Amount (if any) outstanding (credit shown with -) **Nil**Paid to **31/07/25****Special contributions payable to Sinking Fund:**

Purpose	Amount	Due Date	Date Paid	Discount	If Paid By
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Amount (if any) outstanding (credit shown with -) **Nil****Other Levies**

Purpose	Period	Amount	Due Date	Date Paid	Discount	If Paid By
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Amount (if any) outstanding (credit shown with -) **Nil**

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 3440 - Unit 66

Other amounts owing

Rate of interest payable	10.00	per cent		Interest Owing	Nil
Purpose		Fund	Amount	Due Date	Amount Due

Amount (if any) outstanding (credit shown with -) **Nil**

Total amount due and payable as at the date of this Certificate (credit shown with -): **Nil**

Insurance Policies

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Due Date	Date when last premium paid	Amount of last premium
<i>BUILDING</i> Strata Community Insurance	POL11092705	50,536,500.00	28/10/25	30/09/24	69,328.08
<i>PUBLIC LIABILITY</i> Strata Community Insurance	POL11092705	30,000,000.00	28/10/25	30/09/24	
<i>OFFICE BEARERS</i> Strata Community Insurance	POL11092705	1,000,000.00	28/10/25	30/09/24	
<i>WORKERS COMP</i> Strata Community Insurance	POL11092705	Included	28/10/25	30/09/24	
<i>COMMON CONTENTS</i> Strata Community Insurance	POL11092705	34,474.00	28/10/25	30/09/24	
<i>LOSS RENT/TEMP ACCOM</i> Strata Community Insurance	POL11092705	7,580,475.00	28/10/25	30/09/24	
<i>VOLUNTARY WORKERS</i> Strata Community Insurance	POL11092705	\$200,000/\$2000	28/10/25	30/09/24	
<i>GOVT AUDIT COSTS</i> Strata Community Insurance	POL11092705	25,000.00	28/10/25	30/09/24	
<i>OWNER'S FIXTURES & I</i> Strata Community Insurance	POL11092705	300,000.00	28/10/25	30/09/24	
<i>APPEAL EXPS - COMMON</i> Strata Community Insurance	POL11092705	100,000.00	28/10/25	30/09/24	
<i>LEGAL DEFENCE EXPENS</i> Strata Community Insurance	POL11092705	50,000.00	28/10/25	30/09/24	
<i>FIDELITY GUARANTEE</i> Strata Community Insurance	POL11092705	100,000.00	28/10/25	30/09/24	
<i>FLOOD</i> Strata Community Insurance	POL11092705	Selected	28/10/25	30/09/24	
<i>OPTIONAL PAINT</i> Strata Community Insurance	POL11092705	Selected	28/10/25	30/09/24	

Fund Balances

Balances as at: 25 August 2025

Administrative Fund	75,804.82
Sinking Fund	783,964.07

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 3440 - Unit 66

Developer Control Period

Developer Control Period Expiry Date:

Borrowed Money

Whether the corporation has borrowed money and the details of those borrowings:

N/A

Sustainability Infrastructure

Whether the corporation has installed sustainability infrastructure and who owns it:

N/A

Crown Lease Extension Application

Whether the corporation has applied to the Planning and Land Authority for an extension of the crown lease:

6 December 2104

Ongoing Development Approval

Whether the units plan is subject to ongoing Development Approval conditions:

N/A

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 3440 - Unit 66

Embedded Network

If any of the utility services within the units plan are a part of an embedded network

(i) Which utility service the embedded network applies to

N/A

(ii) The name of the embedded network provider

N/A

The Common Seal of The Owners Corporation No 3440 was hereunto affixed in the presence of Link Strata Management by a person authorised under the Unit Titles (Management) Act 2011 to attest the fixing of the Common Seal.

This certificate is valid for a period of 30 days unless new or varied contributions are approved within that period.



Dated at Canberra the **25 August 2025**

CONTRACTS REGISTER

Units Plan No. 3440

Contractor Name and Address Link Strata Management PO Box 154 CURTIN ACT 2605	Details of Duties Management of Unit Plan	Delegated Powers	Basis of Remuneration Monthly In Arrears
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/02/24 2 Year Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address All Seasons Horticulture	Details of Duties	Delegated Powers	Basis of Remuneration Monthly
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/01/14 Monthly	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address POOLWERX 10 Liardet Street Weston ACT 2611	Details of Duties Weekly Oct-March, Fortnightly April-Sept	Delegated Powers	Basis of Remuneration in arrears
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/01/15 ongoing	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address	Details of Duties	Delegated Powers	Basis of Remuneration
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No		Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address	Details of Duties	Delegated Powers	Basis of Remuneration
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No		Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	



CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	POL11092705
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021
THE INSURED SITUATION	The Owners - Units Plan No 3440 11 Joy Cummings Place, Belconnen, ACT, 2617
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 28/10/2024 Expiry Date: 4:00pm on 28/10/2025
INTERMEDIARY ADDRESS	Link Strata Management PO Box 154, Curtin, ACT, 2605
DATE OF ISSUE	26/09/2024

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$50,536,500
		Common Area Contents	\$34,474
	PART B	Loss of Rent/Temporary Accommodation	\$7,580,475
	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Included
		3. Lot Owners' Wall Coverings	Included
SECTION 2	Liability		\$30,000,000
SECTION 3	Voluntary Workers		Included
SECTION 4	Workers Compensation		Selected
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		\$1,000,000
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		\$7,580,475
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000
SECTION 11	Loss of Lot Market Value		Not Included

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further

notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

EXECUTIVE COMMITTEE MEETING MINUTES
UNITS PLAN NO. 3440 – CANBERRA LAKES ESTATE
11 JOY CUMMINGS PLACE, BELCONNEN ACT 2617

DATE: Wednesday 19 October 2022
TIME: 5:30pm
VENUE: Unit 33 and Zoom

Meeting Formalities

Present: Mr B Neame, Mr D Roberts, Ms J Cooke, Mr T Martin,
Mr P Melville

Apologies: Mr T Creevey

In Attendance: Ms C Mugridge representing Link Strata Management

1. Minutes of Previous Meeting

It was resolved that the minutes of meeting held on 21 July 2022 be accepted as read.

2. Financial Review

Administration Fund - accepted

Sinking Fund - accepted

Arrears – it was confirmed that the reminder notice went out and the strata manager will continue to monitor the arrears.

3. Matters arising

Owner Maintenance obligations

- Correspondence drafted regarding the maintenance obligation of owners surrounding external painting, gardens and insurance. Matter on hold with view to circulate to the AGM.

Pool Fencing

- Strata Manager followed up with contractors and due to supply issues will not be installed for another six to eight weeks.

Pool Chlorinator

- Completed in December 2021.

Unit 54 Extension Concerns & Government Compliance

- Unit 54 ACT Government Notice of Decision

Potential Change to Unit Entitlements due to alterations

Should this development have any effect on the unit entitlements of the Units Plan, it is the responsibility of the owners' corporation to ensure that form 2 is revised. An application to vary the unit entitlement must be lodged with Environment, Planning and Sustainable Development Directorate for approval and then lodged with the Access Canberra (Land Titles and Rental Bonds) against the Units Plan for it to take effect. A valuer determines if the alteration will change the unit entitlement for unit 54 compared to the other units.

Correspondence was sent to the owners, and they agreed that as per the general meeting, they accept all financial responsibility relating to the extension of the garage. The owners have advised that this is still very much a work in progress.

Cladding

The strata manager obtained a quote for the committee for a report to be obtained to determine if the cladding on the townhouses was combustible.

The quote for the report was sent to the committee and it was agreed due to costings, not to proceed on a complex wide report, however, should owners wish to obtain their own independent report they are able to do so.

4. Quotes received

No quotes received

5. Tasks

- Insurance proposal for the complex – Managing Agent to renew the insurance as per the proposal and a discussion to be had at the AGM, with respect to the increased costs for insurance.
- Report on Street lights – the below meeting information (refer Notes from meeting with Tim Creevey and Barry Neame and Ben from Maritex) was discussed and agreed not to modify the lights, but when replacing the bulbs to use a softer light bulb.
- Confirmation of policy on blockage in Units sewage pipes – this was discussed, and it was confirmed that if plumbing work relates to the pipe that services a unit then the cost is the responsibility of the owner. Common sewage pipes (servicing more than one unit) are the responsibility of the Owners Corporation.
- Access to gas metres for maintenance – Information has been received from ActewAGL, with respect to access to the gas metres in the complex, and the Strata Manager to pass on the policy document to owners and the document will be added to the CLE website.

6. Out of session approvals – financial and non-financial

Work Orders Issued

The following out of session approvals were confirmed at the meeting:

- Backflow prevention repairs
- Unit 22 sewage blockage - which is owners' responsibility

Applications

The following out of session approvals were confirmed at the meeting:

- Unit 43 – Pet Application Cat – Approved 17/08/2022
- Unit 44 – Pergola – waiting on more information from owner
- Unit 42 – Floorboard and security doors – Approved 05/09/2022
- Unit 22 – Solar Panels – Approved 19/10/22

7. Garden update – The gardening update was discussed and the strata manager to contact All Season to obtain an updated quote and a breakdown of the current scope of works for some work that is included in this financial year's budget.

8. Other business – Jennifer is going to number the lights in the complex for ease of replacement by the electrician. There are currently three lights that need to be replaced that are not working

and the EC requested that Link wait to have at least three light bulbs having to be replaced before calling electrician to save on the call out fee for one off replacement.

9. Next meeting – February 2023

Zoom meeting to discuss Street lighting in the complex.

Notes from meeting with Ben from Maritex – 9 August 2022

Attending via video link: Barry Neame & Tim Creevey

- Maritex advised that street lights in the complex are positioned to provide both safety and security – blocking out lights could impact on public liability insurance.
- Could apply vinyl strip to the top of the light
- Could put a shroud on one side, manufactured to suit – but could provide shadow and impact on safety and security. Cost was not discussed.
- Recommendation from Maritex - leave it the way it is due to insurance, safety, EC liability
- New retro fit light that points down, approx. \$800 ea, x 46 units = \$36,000.00 (which is not in the current budget nor in the Sinking Fund budget at present)

Barry & Tim discussion post online meeting:

- **Recommend** leaving the street light lamp shades the way they are due to safety and security issues and potential CLE public liability concerns, if the lights were diminished or modified in any way.

MINUTES OF ANNUAL GENERAL MEETING Units Plan No. 3440

DATE & TIME Thursday 23 March 2023 at 5:30 PM
LOCATION Zoom Meeting
<https://us02web.zoom.us/j/84781532115?pwd=VHhrVnJsUjE3VEI4NVVKTGVUUEM0dz09>

ATTENDANCE

Present

Ms M Vitali, Mr R & Mrs B Ryan, Ms J Cooke, Mr A Trumble & Dr K Lees, Mr M & Mrs L Turner, Mr P & Mrs E McCann, Mr J & Mrs V Steep, Mrs M & Mr T Kenna, Mr H Daw & Ms M Blanco, Mr A & Mrs S Kennedy, Mr B & Ms P Neame, Mr K Glossop & Ms C Robertson, Ms C Robertson, Mr S Lederer & Ms H Sims, Mr P & Mrs J Kelly, Ms M Sofo, Ms K Kennedy, Mr D Popescu & Ms A Balassopulo, Mr D Roberts, Mr T & Mrs B Martin, Mr M & Mrs E Roberts.

In Attendance

Ms C Mugridge representing Link Strata Management.

Proxies

Mr T & Ms C Creevey.

Chairperson

Barry Neame was elected Chairperson.

QUORUM

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

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

1. PREVIOUS GENERAL MEETING MINUTES

It was resolved that the minutes of the previous Annual General Meeting dated 24 March 2022 be accepted as presented.

MOTION CARRIED

T Martin moved the motion
M Sofo 2nd the motion

2. FINANCIAL STATEMENTS

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

MOTION CARRIED

H Daw moved the motion

P McCann 2nd the motion

3. PROPOSED ADMINISTRATIVE FUND BUDGET

It was resolved that the proposed Administrative Fund expenditure budget of \$136,619.00 excluding GST and levy contributions of \$133,619.00 excluding GST be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 1 May 2023, 1 July 2023, 1 October 2023 and 1 January 2024.

MOTION CARRIED

H Daw moved the motion

P McCann 2nd the motion

4. PROPOSED SINKING FUND BUDGET

It was resolved that the proposed Sinking Fund expenditure budget of \$15,437.00 excluding GST and levy contributions of \$78,243.00 excluding GST be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 1 May 2023, 1 July 2023, 1 October 2023, and 1 January 2024.

Levies to be due as follows:

Period of Levy	Levy Due Date
01/02/23 to 30/04/23	1 May 2023
01/05/23 to 31/07/23	1 July 2023
01/08/23 to 31/10/23	1 October 2023
01/11/23 to 31/01/24	1 January 2024

MOTION CARRIED

P McCann moved the motion

J Cooke 2nd the motion

5. PROPOSED STRATA MANAGEMENT AGREEMENT

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

MOTION CARRIED

P McCann moved the motion

H Daw 2nd the motion

6. RULES OF THE OWNERS CORPORATION

It was resolved by *Special Resolution* that the Owners Corporation agrees to add the below rule to the Registered Rules as rule no. 2.13 and register with the Land Titles Office, applying the Common Seal to documents as required.

2.13 Conduits

While the *Unit Titles Management Act* prevents Owners Corporations from unreasonably restraining permission for the installation of solar panels (and other similar sustainability infrastructure) there is an expectation that these will be installed in the most aesthetically sensitive way possible to maintain the integrity of the complex. For example, where conduit is needed to be run along external walls this should be undertaken with the installation of box channelling in the same colour as the building wall rather than plastic conduit/s running down the walls of units from the rooftop to ground level.

This situation is also relevant to any conduits that are installed on the external walls of units. This rule is not intended to impact the installation of the actual solar panels that may be observable from the streetscape and require a pitch to work at optimal levels.

MOTION CARRIED AS A SPECIAL RESOLUTION

T Martin moved the motion

K Kennedy 2nd the motion

7. ELECTION OF EXECUTIVE COMMITTEE

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

Tim Creevey, Barry Neame, Peter Melville, Peter McCann, Tom Martin,
Jennifer Cooke.

MOTION CARRIED

T Martin moved the motion

H Daw 2nd the motion

GENERAL BUSINESS

PLUMBING ISSUES

It was discussed that the plumbing in the complex is becoming old and the valves need to be replaced in the hot water systems and it is requested that owners change the valves to prevent the units leaking and causing damage and insurance claims. As the plumbing inside the unit is owners responsibility to maintain if the unit put in an insurance claim the excess may be passed on to the owner.

SKYLIGHTS

Skylights were also mentioned that the seals need to be checked as they are also becoming old and deteriorating.

The owners present thanked the out going exclusive committee for the hard work they have done over the last 12 months.

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

Meeting closed at 6:20 PM

Unit Titles (Management) Act 2011

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions

A1 The Owners Units Plan No: 3440

A2 Annual General / ~~General~~ meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on:- Thursday 23 March 2023

Tick applicable box, or both boxes if applicable:

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

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

A3 Reduced Quorum Decisions

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

Date of decision

Full text of reduced quorum decision

Thursday 23 March 2023

See Attached Minutes

A4 Owners Corporation Declaration

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

Date 31 March 2023

Signed: *Charnee Mugridge*

Designation: Charnee Mugridge for Units Plan No 3440

CANBERRA LAKE ESTATE (CLE) ANNUAL GENERAL MEETING

Chair's 2023 AGM Report

Can I welcome all our new owners to the CLE complex and to the AGM. I would like to thank the Executive Committee (EC) for their involvement this year - Secretary Tim Greevey, Treasurer, Dale Roberts and other members, Jennifer Cooke, Tom Martin and Peter Melville.

I want to note that Peter had responsibility for the pool, Tom had responsibility for general complex maintenance and Jennifer the garden and lighting in the complex.

The general philosophy and approach of the EC in the past year as been its focus and intent to uphold the integrity of the complex by applying a considered and consistent approach to all matters.

I would like to acknowledge Charnee Mugridge, our Strata Title Manager at Link Services for her assistance throughout the year.

Some areas of considerable attention from the EC during the year were:

Finance

The EC maintained adherence to the Admin budget where possible, notwithstanding some considerable challenges.

Insurance

Residents of CLE may have observed that our insurance premium has increased by more than 100% over the past few years. It is anticipated that there will be continued increases in CLE insurance. While the EC always seeks to reduce costs and maximise value through competitive quoting, it has become evident that because of our prior claim's history, not many insurance companies are willing to insure the complex.

One of the most common insurance claims relates to the damage caused by leaking roofs during a storm. This damage is often exacerbated by the roofing seals in garages starting to perish subsequently failing. Maintenance of such seals is an obligation that falls to owners. If these seals were suitably maintained by owners, it may lower our premiums and, with reduced claims, generate more interest from other potential insurance companies.

Tom Martin will talk to this issue in general business.

Garden Maintenance and Renewals

During the year several garden areas of the complex were renewed, consistent with maintaining the overall appearance.

The executive committee maintained the approach of previous years to activate a staged approach to renewal and mulching of the complex, which ensures that there is no major expenditure as a one off.

The rainy season we have had has challenged All Seasons, who have carriage of maintaining and renewing the complex, with prolific growth of hedges and the general planting, however they have delivered consistent with the overall plan.

House Rules

With the influx of several new owners over the last year, it is timely to remind all residents of the CLE's House Rules.

CLE's House Rules can be found at www.canberralakeestate.com/house-rules-1. Some of the rules that seemingly are not very well known include:

- pets are not permitted to wander around CLE's common areas without being restrained
- the maximum speed limit on CLE's roads is 20kmh
- refuse bins should not be left on the curb side for extended periods and not overfilled so that their lids cannot be closed.

As a result of installation of many solar panels to units, the EC are proposing a motion to include a new house rule which is included in the Agenda. The objective of this motion is to maintain the integrity of the complex.

CLE Website

It's a timely reminder for all unit owners of CLE to know we have a dedicated web site containing a great deal of information about CLE including the house rules, useful links for maintenance and a blog with the latest news.

The website address is www.canberralakeestate.com (the full address has to be typed or copied into your browser rather than trying to search for it)

Thank you for the opportunity to be a contributor to this great complex
Thank You
Barry Neame
Chair Executive Committee 2022

Meeting Minutes of CLE EC Meeting – 26 March 24

Meeting opened at 5:35 PM

Present: Barry Neame, Haydn Daw, Tim Creevey, Jennifer Cooke, Peter McCann, Dale Roberts.

Apologies: Peter Melville.

Committee Nominations (following AGM)

Barry Neame – President

Haydn Daw – Treasurer

Pete McCann - Assistant Treasurer

Tim Creevey – Secretary

Jennifer Cooke – Garden Sub-Committee officer

Peter Melville – pool maintenance officer

- All nominations accepted as stated.

Minutes from 23 Jan and 7 Feb: Accepted as read.

Actions from AGM

1. Insurance cost (overall increase and Link commission). EC members spoke to Anthony at Link on this commission issue. Outcome of this discussion was that Anthony has proposed an alternate solution that pins Link commission to CPI increases vice Insurance percentage Increases. **Action:** Barry to go back to Anthony with a further proposal.
2. Individual (self) insurance. The Committee discussed the option of individual units getting their own insurance. It was presented that there are a number of issues with this proposal, including requiring yearly 100% owner agreement. **Action:** Not recommended to go forward.
3. Procedure surrounding the Body Corporate payment of Building repair cost for insurance events below the \$10,000 insurance excess. **Action:** Haydn & Peter Mc to draft a one page proposal on the way forward and circulate among the EC members.
4. CHU tips on containing Insurance Premiums. **Action:** Request that Link contact CHU to seek any tips on reducing premiums.
5. EC to circulate guidance on the boundary of responsibilities for units. **Action:** Dale to update guidance to owners and circulate to EC for discussion.

Gardening

Action: Jennifer to contact Luke & arrange an on site meeting with Jennifer, Haydn, Luke & Andrew to discuss:

- a) southern boundary enhancement,
- b) review of maintenance schedule to ensure meets needs for current level of garden maturity
- c) mulching of common area southern units

Action: Barry to ask Link to write to owners of units 49 to 67 (southern border units) to seek their thoughts for southern boundary enhancement - Link can liaise with Jennifer or Haydn re letter.

Unit Complex Painting

The EC discussed the fact that we need to start to think about getting quotes for the painting task. **Action:** Dale will explore costs, quotes for painting of the units later in this year,

Work orders:

Pool maintenance work order both approved.

Next meeting: Tues 18 June 5.30pm at Barry's.

Canberra Lakes Estate Executive Committee Meeting Minutes –

5 April 2023 at 5.30pm

In attendance

Barry Neame

Tim Creevey

Haydn Daw

Tom Martin

Jennifer Cooke

Peter Melville

Peter McCann

1. Election of new committee positions
 - a. Barry Neame - Chair
 - b. Tim Creevey – Sec
 - c. Haydn Daw – Tres
 - d. Tom Martin - General Maintenance rep
 - e. Jennifer Cooke – Gardening sub-committee rep
 - f. Peter Melville — Pool Manager
 - g. Peter McCann —Ad-hoc — as allocated
 - h.
2. Approve minutes of AGM- changes required to Minutes:
 - a. Para 5 of minutes needs amending. While owners agreed, in principle, to the re-engagement of Link, owners asked that the incoming EC examine whether the agreement could be limited to 12 months together with the prospect of future re-engagements.
 - b. Replacement of flexible plumbing hoses that are older than 8 years; appropriate words to go onto CLE Website. **Action:** Tom to construct narrative for review by EC team.
 - c. Haydn Daw and Peter McCann to be added to the list for new EC members
 - d. Chair report to be inserted into the Minutes
3. Link Agreement for next 2 years:
 - a. Increase in Link fees – reasonable given cost increases and inflation.
 - b. EC Resolved to proceed with Link 2 year agreement but EC wish to apply a MoU to govern standard levels of service. **Action:** Pete to develop initial Draft by Wednesday 12 April and circulate within the committee for comment.

4. Finance:
 - a. Updated insurance valuation – agreed to accept increase in premium due to increased valuation of complex.
5. House numbering issues (units difficult to locate /identify) – EC to continue to monitor for wider problems
6. Junk mail within estate – discussed. Recommend residents place a “No Junk Mail” sticker on letter box.
7. Gardening:
 - a. Mulching of central corridor and Western units. AGREED to proceed
 - b. Re-engage on quote for central branch garden – **Action:** Barry
 - c. Chair to email Charnee with details of Inspection required on watering system near pool (potential leak) (Post meeting note – Action complete)
 - d. Water deduction meter resolution – **Action:** Chair to contact Link to seek an updated quote from Watertight to fix the Deduction meter issue.
8. Approval for shed at unit 6. APPROVED, Action: Link to notify applicant.
9. Parking:
 - a. Vehicles in Visitor parking – Resident vehicles in Visitor parking – It was discussed that in the past residents parking in visitor car parks has become problematic especially where it has been an ongoing and long term arrangement. At this point in time, there are no known issues or concerns to the residents so it was agreed to re-consider the enforcement of house rules in the future if we receive a complaint/concern.
 - b.
 - c. Trailer parked on road on Southern Boundary; has been previous advised not to do this; RESOLVED for Link to contact owner and advise of breach of house rules regarding trailer outside Unit 64 . **ACTION: Link to write to owner of Unit 64.**
10. Access CBR free Mulch:
 - a. Working Bee weekend 15 Apr to distribute to Eastern street trees on main road with Kangara Waters
 - b. Post working bee open up to CLE residents for use.
11. Community batteries:
 - a. **Action:** Haydn to investigate community battery concept and report back to EC
12. EV Charging stations on side of garages: EC are not concerned with the installation of external power points on non-common property walls provided they’re installed aesthetically (ie. no meandering conduits).
13. Street lighting:
 - a. 4 currently out (Refer Jennifer) but sufficient lighting at present. No action

14. Next meeting:

a. **Wed 28 June @ Unit 26 (Haydn Daw domain) @ 1730**

Canberra Lakes Estate Executive Committee Meeting Minutes – 28 June 2023 at 5.30pm, Unit 26

1. In attendance

Barry Neame, Haydn Daw, Tom Martin, Jennifer Cooke, Peter Melville, Peter McCann

Apologies

Tim Creevey, Charnee Mugridge (Link Strata)

2. Previous Minutes

Previous minutes accepted other than the reference to 24-month extension to Link's Management Agreement. This should be a reference to 12 months **Motion carried**

3. Action Items

- Tom to construct narrative for review by EC team. **Status: In progress**
- Peter McCann to develop material for insertion into Link agreement and circulate to the EC for comment. **Status: In progress**
- Barry to re-engage on quote for central branch garden. **Status: Complete**
- Barry to contact Link to seek an updated quote from Watertight to fix the Deduction meter issue. **Status: In progress, work to commence shortly**
- Link to notify Unit 6 that garden shed application has been approved. **Status: Unknown (Link to advise)**
- Link to contact owner and advise of breach of house rules regarding trailer outside Unit 64. **Status: Unknown (Link to advise) noting that trailer has been removed.**
- Haydn to investigate community battery concept and report back to EC. **Status: Ongoing**

4. New business

- Some owners have complained about a dog barking at Unit 52. Link made contact via property manager and tenant responded.
Tenant's response noted. The meeting requested that further written complaints be obtained and provided to the EC chair, for EC consideration.
Action item: Further written complaints to be obtained to help inform future action.
- Sinking fund: The EC discussed the adequacy of sinking fund and painting of the complex, along with other complex maintenance in light inflationary effects across the building industry.
Action item: Haydn to identify uplift factor applied to sinking fund estimates and circulate to EC members. For discussion at next EC meeting.

5. Financial Statements

The financial statements presented were noted.

Action item: Haydn to instruct Link to relocate an entry in the Income and Expenditure Statement (Gardening ~\$6900) to the Sinking Fund (General Maintenance)

6. Out of session approvals

Out of session approvals noted

7. Next Executive Committee Meeting Date

- Formal EC Meeting - 19 September @ Unit 16 (Peter McCann) @ 1730
- Informal gathering – 9 August @Unit 33 (Barry Neame) @ 1730

EXECUTIVE COMMITTEE MEETING MINUTES
UNITS PLAN NO. 3440
CANBERRA LAKE ESTATE
11 Joy Cummings Place, BELCONNEN ACT 2617

DATE: Tuesday, 19 September 2023

TIME: 5:30PM

LOCATION: Unit 26

Opening: The Chair opened the meeting at 5:35 PM

Attendance: In attendance was Barry Neame (Chair), Haydn Daw, Tim Creevey, Jennifer Cooke, Peter McCann (Zoom), Anthony Johnston and Lily Klose from Link Strata (Zoom). Apologies were received from Peter Melville and Tom Martin.

Declarations: The Chair reminded the Executive Committee (EC) to declare any conflict of interest at the beginning of each agenda item/s.

Previous Minutes: The previous minutes from 28 June 23 were accepted as Read.

Actions arising:

- Tom Martin to construct narrative on the life expectancy of the flexible plumbing hoses for review by EC team. Barry Neame indicated that he would undertake some online research regarding the hoses and circulate a draft narrative to the EC. **Status: In progress.**
- Peter McCann to develop material for insertion into Link agreement and circulate to the EC for comment. **Status: Complete**
- Barry to re-engage on quote for central branch garden. **Status: Complete**
- Barry to contact Link to seek an updated quote from Watertight to fix the Deduction meter issue. **Status: In progress, work to commence shortly.** (Secretary's note: due to commence 27-28 Sep 23.)
- Link to notify Unit 6 that garden shed application has been approved. **Status: Complete**
- Link to contact owner and advise of breach of house rules regarding trailer outside Unit 64. **Status: Complete**
- Haydn to investigate community battery concept and report back to EC. **Status: Ongoing**
- Dog barking at Unit 52. Further written complaints to be obtained to help inform future action. **Status: Ongoing monitoring**
- Haydn to identify uplift factor applied to sinking fund estimates and circulate to EC members. **Status: In progress Complete (see further below).**

Financial Review:

Motion: That the financial statements be accepted as presented. Motion accepted

Action item: EC to consider a 5% inflationary uplift in the context of the 2024/25 Sinking Fund Budget.

Action item: Haydn to instruct Link to reverse some journal entries so that the financial statements align with the budget approved by owners at the last AGM.

Action item: Link to obtain 3 quotes for insurance of the complex.

New Business

Unit Complex painting: The EC noted that the complex is due for repainting in 2025/26 and that consideration of different options will need to be made well-beforehand.

Complex insurance: See above

General Business

Gardening:

Action item: Consideration of a quote from AllSeasons (\$4,800) to mulch the southern nature strip of townhouses deferred to the 2024/25 Budgetary process.

Action item: Barry and Jennifer to seek quotes from AllSeasons to cultivate, mulch and plant out the southern boundary. Tim to explore whether the ACT Government might be prepared to supply the mulch as per a previous arrangement.

Streetlights: Jennifer is recording street light outages and tracking replacement globes with a view to how long they are lasting.

Kids playing in the streets. Tim outlined a recent issue where kids playing in the street accidentally broke a side mirror of a car. No further action required.

Approved Pets database: Action: Link to check to see if there is an established database.

(Secretary's note: Lily has forwarded the database to the EC but it is only from 2021 and is very limited.)

Action item: Link to advise the residents of Unit 42 that compliance with the House Rules in relation to the keeping of pets must be strictly adhered to. In particular, allowing cats to freely roam the complex without restraint or control is not permitted. Further action will be taken as necessary.

Action item: Link to seek a pet application from the residents of Unit 39 and that they be provided with a copy of the House Rules.

Next meeting

The next meeting was planned for Tuesday 12 Dec @ 1730

Barry closed the meeting at 6:30 PM

EXECUTIVE COMMITTEE MEETING MINUTES
UNITS PLAN NO. 3440
CANBERRA LAKE ESTATE
11 Joy Cummings Place, BELCONNEN ACT 2617

DATE: Thursday, 14 December 2023

TIME: 5:30PM

LOCATION: 33/11 Joy Cummings Place Belconnen

The Chair welcomed everyone and reminded the Executive Committee that members are to declare any conflict of interest at the beginning of each agenda item/s.

Meeting Formalities:

Attendance: Barry Neame, Haydn Daw, Tim Creevey, Peter McCann, Peter Melville, Jennifer Cooke.

Apologies: Tom Martin

AGENDA:

Previous Minutes

- EC Meeting held 19 September 2023. Minutes accepted as read.

Action Items from Meeting

- Tom Martin to construct narrative on the life expectancy of the flexible plumbing hoses for review by EC team. Barry Neame indicated that he would undertake some online research regarding the hoses and circulate a draft narrative to the EC. **Status:** In progress - no change.
- Barry to contact Link to seek an updated quote from Watertight to fix the deduction meter issue. **Status:** Works complete.
- Haydn to investigate community battery concept and report back to EC. **Status:** Ongoing - no change. Will be continually ongoing and removed from the future action items list.
- Dog barking. Further written complaints to be obtained to help inform future action. **Status:** Ongoing monitoring remove and removed from the future action items list.
- EC to consider 5% inflationary uplift in context of budget. **Status:** Action item to remain for next meeting.
- Haydn to instruct Link to reverse some journal entries. **Status:** Complete.
- Link to obtain 3 quotes for insurance. **Status:** Complete.
- Consideration of quote from Allseasons to mulch southern boundary deferred to 2024/25 budget. **Status:** Holdover to budget for next financial year.
 - **ACTION:** Barry and Jennifer to seek quotes for Southern boundary. Tim to explore with ACT Government as per above.
- Link to develop pet database. Action complete. **ACTION:** Tim to audit and amend the pet register for any omitted pets.
- Link to advise residents that compliance with registered rules must be strictly adhered to (in relation to a pet wandering the estate unattended). **Status:** Complete, ongoing monitoring.
- Link to seek pet application from residents of unit 39. **Status:** Received & closed.

Financial Review

- Financial Reports accepted as presented.
- Administration Fund: Discussion around current budget and major expense item – insurance.
- Sinking Fund: Discussion around budget overspend due to additional work with water reduction meter. Additional discussion around whether the inflationary figures in the current budget will meet the real world current economic environment.
- Balance report: One unit on payment plan. One unit up to \$2K in arrears – was an error with email details and address. Link working with owners to set up payment plan. If nothing heard by Monday 18 December 2023, Link approved to move forward with the next phase of debit recovery. **Secretary's note:** *As at 18 December 2023, the relevant unit has paid all overdue fees and is up to date.*
- Out of session approvals – Treasurer provided an update:
 - All Seasons invoices.
 - Water tank clean – no approval provided yet, awaiting quote.
 - Tree (wood bora) assessment – quote still pending.
- Arrears
 - As per Balance report.

New Business

- Selection of financial auditing firm EC: The EC sought advice from Link about the normal process. Alpine Auditing is Link's preferred company; Link has already 'warned out' Alpine and they have blocked out some time in their calendar. Estimated cost of \$1,500. EC endorses securing Alpine's services for the activity based on the confirmed cost of \$1,500.
- Discussion of opening additional term deposits: BoQ was identified as having the best rate. EC feels a 'set and forget' is OK as the committee is not due to draw on the funds until 2025 at the earliest. Accordingly, the EC decided that the BoQ is best value for money, and to lock it in for 12 months. **ACTION:** Link was requested to identify what we can do with existing deposit to link with larger amount for a better Return on Investment. **ACTION:** Link to also investigate what better rates can be achieved for an amount of \$500K+.
- Setting precedents for when insurable events fall below the relevant excess. The EC agrees that where the repairs for an insurable event fall below the insurance excess, the EC will cover the cost rather than processing a claim and risk incurring increased premiums on future policies.
- Maintenance Plan Report and action items. **ACTION:** EC members will arrange a time and schedule to complete the tasks on the report; to be completed out of session.

Out of session approvals – non-financial

- Pets – Link holding updated copy of Pet Register, many retrospective approvals since Pet Audit was completed in October 2023, refer to previous action.
- Alterations
 - Unit 23 - Solar panels, hot water system replacement, garden upgrades. Endorsed.
 - Unit 6 – Backyard shade structures **ACTION:** EC to re-circulate the design plans for shade structure. **ACTION:** Full EC must be involved in future decisions on structural improvement and for Pet applications. **Secretary's note:** *Design for Unit 6 modifications re-circulated.*
 - Unit 56 – recent alteration request for garage windows. Endorsed.

General Business

- Discussion on insurance issues for water damage to units in the complex. Following discussion, the following courses of action were endorsed by the Committee:
 - 1. EC to Pay for Insurance Inspection report (for the unit in question) on the proviso that the EC can use the report to flag roof design issues to CLE residents. **ACTION:** Link to retract the \$330 roof inspection invoice billed to a unit and arrange payment from the administrative fund.
 - Update the Registered Rules to reflect that:
 - a) our insurance does not cover building defects, and
 - b) if an owner contacts Link to seek roof leak insurance assessment, owners may be liable for the cost of the Inspection report. **ACTION:** Link to develop draft for EC protocol for endorsement.
- Landscaping at a unit (which may impact neighbouring properties or underground utility access) was observed as not approved through EC. **ACTION:** Link to draft correspondence to Owners should future problems emerge than owners will have liability for damages (concrete over pipes, planter boxes against fence). Send back to EC for clearance. Consider placing words in the Registered Rules to highlight the issue of construction over underground utilities.
- Pets not contained within their unit. The owner has been observed making efforts to restrain pet. EC to monitor situation.
- Discussion of bins left on curbside. The message has not been heeded by tenants. **ACTION:** Link to contact applicable owners to highlight the issue.
- Grant application for developing southern boundary (e.g. "Nature in the City" ACT government grant) **ACTION:** Haydn to investigate grant options including whether the grant can cover landscaping costs. Tim to investigate free mulch options.
- State of private gardens in the complex. **ACTION:** Link to send draft letter on owners maintaining garden.
- Discussion on Insurance Inspection Assessment and Report, develop policy position: Discussed above.
- Stone wall cladding repair responsibility. Responsibility lies with owners as we are now outside the warranty period.
- To note:
 - Christmas gathering: Many people did not receive email notice. **ACTION:** For future years, recommend distributing flyers at least 2 weeks in advance.
 - Tree assessment: covered above.
 - Streetlight report: none out at present.
 - Dog barking complaint – **ACTION:** Link to send draft of 2nd reminder and check in with previous respondent on any changes.
 - Park Runners parking on the grass. **ACTION:**
 - 1. Haydn to talk to PR organisers and request that they advise runners not to park on the grass.
 - 2. Tim to approach ACT government to get signs for no parking on the verge along Joy Cummings Place main road.
 - Speeding in complex: **ACTION:** Link to refer line markers to Haydn for discussion on 10 KM/h speed markings on road.

Next EC Meeting

- Discuss proposed date for pre-AGM EC Meeting Thursday, 8 February 24.
- AGM: 14 days' notice is required; 21 days is preferred. AGM date to be determined at the next meeting.

**MINUTES OF
EXECUTIVE COMMITTEE MEETING
UNITS PLAN NO. 3440
CANBERRA LAKE ESTATE
11 Joy Cummings Place, BELCONNEN ACT 2617**

DATE: Tuesday, 23 January 2024

TIME: 5:30PM

LOCATION: 33/11 Joy Cummings Place Belconnen

**Executive Committee members are reminded to declare any conflict of interest at the beginning of each agenda item/s. Any additional agenda items are requested in writing 48 hours prior to the meeting.*

AGENDA:

Record of attendance: All EC members in attendance.

Review of Previous Minutes: Minutes reviewed and approved.

Review of Outstanding Action Items: Deferred until next regular meeting.

Item 1: 2023-24 Budget discussion. Haydn Daw presented the following budget items:

- Admin Fund: The ADMIN fund for this year was \$133,619, of which \$47,485 was budgeted for insurance. The Actual insurance bill was \$61,815, nearly \$15,000 more than our budget. We have also been informed to expect a 25% increase for insurance premiums next FY, which equates to \$77,268. For 2024-25 Budget the EC should be seeking to:
 - recoup the \$15,000 overspend as our balance is very low.
 - include \$77,268 for insurance premium.
 - apply a 5% inflationary uplift to the remaining admin budget items (i.e. $(\$133,619 - \$47,485) \times 1.05 = \$90,440.70$)
 - total proposed 2024 Budget is: $\$90,440 + \$77,268 = \$167,708$
 - this is a \$34,089 increase or 25.5%
 - per unit around \$2503 pa or \$625 per quarter

Action: The EC Agreed in principle to the updated admin budget and endorsed presenting at the next AGM for approval.

- Sinking fund (SF): The architect of SF plan recommends 3-4 % annual increase. If we apply a 4% increase that will increase scheduled collections for 2024-25 from \$80,591 to \$83,814. This represents a new SF contribution per unit of around \$1,250 pa or \$312 per quarter.
- Combined Budget Total: This comes to a combined Total (ADMIN + Sinking) of around \$3753 pa per unit or \$938 per qtr. Our Quantity surveyor can apply a 4% increase for our SF plan going forward at a rate of \$150 p/h to complete (ROM cost ~\$300 for the update).
Action: 1) Link to instruct QS Solutions to update CLE's Sinking Fund report with a 4% inflationary uplift. No inspection of complex required. The 10-year Sinking Fund report becomes a 7-year sinking fund report effective from 2024-25 and will require ratification at the AGM. **2)** The EC Agreed in principle to the updated Sinking Fund budget and endorsed presenting at the next AGM for approval.

- Unit Complex repaint: **Action: 1)** contact link to see if they have data on who did the repaint 10 years ago. **2)** Link to get a quote for repaint with the intent to benchmark our planned spend against current predicted cost.
- Term deposits: **Action:** Proceed with proposal to convert the two amounts into one term deposit. Chair (Barry) to advise Link.

Item 2: Policy positions

- Shared Antenna – responsibility of repair. **MOTION** (presented by Tom Martin):
 - 1) Owners Corporation (OC) to cover cost for repair or replacement (whichever is the lesser amount) if the fault lies between the Shared Antenna and aerial Splitter, including the splitter itself (the definition of ‘shared antenna’ in this context is two or more units being serviced from the one TV antenna)
 - 2) Owner to cover cost of repair or replacement if the fault lies between the aerial splitter and the wall outlet.
 - 3) Owner to bare the initial cost until cause of fault is determined.
 - 4) Decision is WEF from 23 Jan 24 and will include the current application that brought the issue to the EC for a policy decision.

Vote: Those In favour: Jennifer Cooke, Pete Melville, Tim Creevey, Tom Martin.
Those Against: Haydn Daw, Pete McCann, Barry Neame. **Motion carried.**

Decision Reasoning: The reasoning behind this decision can be equated to the following real-world plumbing scenario.
 - Townhouses A and B are immediate neighbouring properties. Both their water pipes require repair. As Townhouse A has dedicated water pipes to their property (not shared) they have to pay for the repair themselves. As Townhouse B has shared pipes with another townhouse running under their property, the repair is funded by the Owners Corporation up to the point where it becomes a single dedicated pipe. The EC has elected to draw a similar distinction for ‘shared antennas’.
- ACTION:** Link to advise owner of claiming unit of the outcome and note policy decision for future repair/replacement claims.

Item 3: Insurance policy position discussion

- Claims for water damage. The EC accepts the right of the owner to request an insurance assessment. Some unknowns remain in relation to this matter. **Question for Link:** At what stage will Insurance company apply excess? (Determining it is an insurable event or following estimate of repair? i.e. can we elect to pay for the repair if it is less than the excess, without incurring the excess?).
- ACTION:** Lily to investigate outstanding questions on excess and to work a response back to the owner with EC input. Response needs to make it clear that the owner will bear responsibility if Insurance determines it is not an insurable event. The EC was supportive of the proposed way forward.
- Secretary’s post meeting note:** Link (Lily) provided the following response on the posed questions: Yes, you can elect to withdraw from a claim at any stage. This includes claims where the insurer has appointed and assessor and arranged quotes. However, since this would incur costs for the insurer, I can imagine if that scenario were to happen multiple times in a single policy period, the insurer would use the additional cost/time spent as justification in raising your premium further come next renewal.

Item 4: Maintenance Register: **ACTION:** Lily to re-send register to all EC members. Barry to lead discussion on how to allocate tasks. **ACTION:** EC action required by end of Jan 24.

Item 5: Alterations application submitted by a unit (heat pump): **ACTION:** Request link to ask for Plan & Elevation of proposed alteration, plus specifications of proposed unit (size, weight, colour etc.). The EC will pay particular attention to the sitting of the heat pump (aesthetics) and potential structural implications that may impact future insurance claims.

Item 6: CLE Audit approval: **ACTION:** Previously agreed to proceed with preferred supplier. Link to action.

Item 7: Southern Boundary upgrade. **ACTION:** EC to develop a proposal/plan to go into Grant Approval (Haydn Daw lead). Tim Creevey to contact ACT Govt about free Mulch.

Next EC Meeting

- 7 Feb 24.

Meeting Close at 7.30 pm.

**MINUTES OF PRE-AGM EXECUTIVE COMMITTEE MEETING
UNITS PLAN NO. 3440
CANBERRA LAKE ESTATE
11 Joy Cummings Place, BELCONNEN ACT 2617**

DATE: Wednesday, 7 February 2024

TIME: 5:30PM

LOCATION: 33/11 Joy Cummings Place Belconnen

<https://us02web.zoom.us/j/85476708763?pwd=OEtTNVRiaG9qU1E2ZXBCUmtNKzZvUT09>

Present: Mr B Neame, Mr T Creevey, Mr H Daw, Mr P McCann, Mr P Melville, and Ms J Cooke.

In attendance: Ms L Klose representing Link Strata Management.

Apologies: Mr T Martin.

Chairperson: Mr B Neame was elected Chairperson.

Quorum: A quorum was present.

The Chairperson declared the meeting open at 5:32PM.

1. Responsibility of Shared Antennas

- a. The decision made at the previous Executive Committee meeting dated 23-01-2024 was debated further, as Mr B Neame presented new independent advice from the Owners Corporation Network regarding the Owners Corporation's responsibility for these services.
 - b. **It was resolved** to rescind the motion carried at the EC meeting dated 23-01-2024 to allow members to appropriately consider the new information before developing a policy on the antennas.
 - c. **It was resolved** to present a motion to all owners at the Annual General Meeting to consider their position on whether the shared antennas at the complex should be the OC's responsibility to maintain, or whether they should remain the responsibility of the individual units who are directly affected. There were some opposing views amongst the EC.
 - d. Action: **Strata manager** to draft motion wording for AGM consideration. **Executive Committee members** to provide explanatory notes to the strata manager for distribution alongside the AGM Notice by 20-01-2024, for owners to form opinions on whether they are 'for' or 'against' the OC accepting responsibility of antenna maintenance.
- 2. It was resolved** that the minutes of the previous EC Meeting dated 23-01-2024 be accepted as presented.

3. **It was resolved** that the financial statements for the period 1 February 2023 to 31 January 2024 be accepted as presented. Action: **Strata manager** to commence the financial audit process.
4. The Administrative Fund budget to be presented to owners alongside the AGM Notice was agreed upon. This budget includes levy contributions of \$168,285 (selected to recoup the ~\$5,600 deficit from FY23-24), and an estimated expenditure budget of \$162,634.
5. **It was resolved** to present the updated Sinking Fund Forecast Report dated 05-02-2024 to owners for consideration at the upcoming AGM. Action: **Strata manager** to seek a finalized copy of the report from QS Solutions, and distribute alongside AGM Notice.
6. The Sinking Fund budget to be presented to owners alongside the AGM Notice was agreed upon. Levy contributions of \$94,267 and an expenditure budget of \$31,934 will be proposed, as per QS Solution's recommendations.
7. **It was resolved** to approve the application for a dog submitted by unit 56.
8. **It was resolved** to issue a work order to Maritex Commercial for the two-yearly inspection and testing of the Residual Current Devices. Action: **Strata manager** to issue work order.
9. **It was resolved** to schedule the AGM on Tuesday 12-03-2024 at 5:30PM. The meeting will be held via Zoom video conferencing software. The meeting noted that the online format may be difficult for some owners to manage.
 - a. Action: **Strata manager** to provide draft paperwork to the EC for consideration. The notice will include wording suggesting to owners to 'buddy-up' with neighbours, should they face difficulty attending the meeting via Zoom. **Executive committee** to provide documentation to the strata manager for distribution alongside the AGM notice, by 20-02-2024, including the Treasurer's Statement, President's Address, and Garden Report.
10. **It was resolved** to seek independent advice regarding proposed rule 1.4 (10), before agreeing to present it for voting at the AGM. Action: **Mr B Neame** to consult the OCN for advice, and suggest changes accordingly. If advice is not received before the AGM notice must be distributed, the proposed rule change will be withdrawn from consideration and reconsidered for a future General Meeting.
11. **It was resolved** to withdraw the proposed rule change 2.13 from consideration at the AGM. Action: **Strata manager** to remove this motion from the draft agenda. **Mr H Daw** to review the proposed wording in the Registered Rule preamble, and suggest changes for distribution alongside the AGM Notice.
12. Mr H Daw filled out the Maintenance Plan Report for 2024 and presented it to the meeting. No maintenance items requiring immediate attention were observed. Action: **EC** to provide a copy of the completed plan to the strata manager for filing.

Meeting closed at 6:57PM

Unit Titles (Management) Act 2011

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions

A1 The Owners Units Plan No: 3440

A2 Annual General Meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on:- 12/03/2024

Tick applicable box, or both boxes if applicable:

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

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

A3 Reduced Quorum Decisions

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

Date of decision

Full text of reduced quorum decision

12/03/2024

See Attached Minutes

A4 Owners Corporation Declaration

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

Date: Wednesday 13 March 2024

Signed: *Lily Klose*

Designation: Lily Klose for Units Plan No 3440

MINUTES OF ANNUAL GENERAL MEETING

Units Plan No. 3440

DATE & TIME Tuesday 12 March 2024 at 5:30 PM

LOCATION Zoom

<https://us02web.zoom.us/j/87861894700?pwd=blpVQzBCcXVRWmxlQkNvdStlVVdhQT09>

ATTENDANCE

Present:

Mr P Fullagar & Ms H Topor, Ms M Vitali, Mr A Heim & Ms E Graham, Mr G & Mrs F Hellyer, Ms J Cooke, Mr J Steep, Mr W Hogan, Ms M & Mr T Kenna, Mr P Yeardley, Mr A Kelly, Mr H Daw, Mr B Neame, Mr K Glossop, Mr S Lederer, Mr P & Ms J Kelly, Mr D Roberts, and Mr P Melville.

In Attendance:

Ms L Klose representing Link Strata Management.

Pre-Meeting Voting:

Ms K Sorimachi, Ms M Kenna, and Mr S Lederer.

Proxy Holder:

Mr P McCann proxy to Mr B Neame.

Ms E Patz proxy to Mr B Neame.

Mr C Carlsen proxy to Mr H Daw.

Chairperson:

Mr B Neame was elected Chairperson.

QUORUM

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

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

1. PREVIOUS GENERAL MEETING MINUTES

It was resolved that the minutes of the previous Annual General Meeting dated 23 March 2023 be accepted as presented.

MOTION CARRIED

2. FINANCIAL STATEMENTS

It was resolved that the financial statements for the period 1 February 2023 to 31 January 2024 be accepted as presented.

MOTION CARRIED

3. PROPOSED ADMINISTRATIVE FUND BUDGET

It was resolved that the proposed Administrative Fund expenditure budget of \$162,634.00 excluding GST and levy contributions of \$168,285.00 excluding GST be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 1 May 2024, 1 July 2024, 1 October 2024 and 1 January 2025.

MOTION CARRIED

4. PROPOSED SINKING FUND BUDGET

It was resolved that the proposed Sinking Fund expenditure budget of \$31,934.00 excluding GST and levy contributions of \$94,267.00 excluding GST be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 1 May 2024, 1 July 2024, 1 October 2024, and 1 January 2025.

Levies to be due as follows:

Period of Levy	Levy Due Date
01/02/24 to 30/04/24	1 May 2024
01/05/24 to 31/07/24	1 July 2024
01/08/24 to 31/10/24	1 October 2024
01/11/24 to 31/01/25	1 January 2025

MOTION CARRIED

5. SINKING FUND FORECAST REPORT

It was resolved that the Owners Corporation adopts the updated Sinking Fund Forecast Report dated 8 February 2024.

MOTION CARRIED

Secretarial Note: *In response to a question raised at the AGM about the calculation of the Miscellaneous/Contingency amount in the proposed Sinking Fund Budget, the calculation was made on the basis of applying a 5% increase towards the accumulated balances across the different asset classes. An alternative method would be to apply a*

4% inflationary uplift each year commencing with the most recent year's Miscellaneous/Contingency allocation.

Importantly, irrespective of the method used, both produce the same total amounts over the life of the 10-Year Sinking Fund and have no bearing on total Sinking Fund collections. The higher amounts in the first two years under the method presented at the AGM are clawed back in comparison to the alternative method with smaller yearly amounts in the following 8 years.

Finally, a reminder that questions of this kind need to be raised with Link prior to the AGM so that they can be dealt with in an efficient and effective manner either before or during AGM.

6. MAINTENANCE OF SHARED ANTENNAE

The motion that the Owners Corporation agrees to add the below rule to the Registered Rules as rule no 2.7 (4) and register with the Land Titles Office, applying the Common Seal to documents as required **was defeated** by *Special Resolution*.

2.7 Responsibilities

2.7 (4) The Owners Corporation is responsible for the repair and replacement of the existing antennae that have the capability to service multiple units.

MOTION DEFEATED BY SPECIAL RESOLUTION

7. PROPOSED STRATA MANAGEMENT AGREEMENT

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

MOTION CARRIED

8. ELECTION OF EXECUTIVE COMMITTEE

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

Ms J Cooke, Mr P McCann, Mr H Daw, Mr T Creevey, Mr B Neame, Mr D Roberts, and Mr P Melville.

MOTION CARRIED

GENERAL BUSINESS

Building Insurance

Owners present queried the commission that the building insurer pays to Link Strata Management. The strata manager explained the commission, and advised that this is standard industry practice to cover the cost of insurance related work undertaken by the Strata Manager not otherwise charged to the Owners Corporation. Some owners noted they believe it to be too high.

Secretarial Note: *The Executive Committee are seeking clarification from Link Strata Management on the appropriateness of Link's commission being tied to increases in insurance policy risk rather than the CPI or inflation.*

The owners directed Link and the Executive Committee to reach out to CHU for any tips or advice to reduce insurance premiums for future years. There was some discussion on whether solar panels belonging to individual units should be covered by the building insurance. The Executive Committee and Link will provide an explanatory paper noting what property elements are owners responsibility to maintain, what is covered by the building insurance, and the relevant sections of the Unit Titles (Management) Act.

Video Conferencing

The meeting noted that some owners had expressed feedback preferring face-to-face meetings rather than video conferencing. The incoming Executive Committee will consider implementing a hybrid meeting format for future General Meetings.

Meeting closed at 7:05 PM

**MINUTES OF EXECUTIVE COMMITTEE MEETING
UNITS PLAN NO. 3440
CANBERRA LAKE ESTATE
11 Joy Cummings Place, BELCONNEN ACT 2617**

DATE: Tuesday, 11 June 2024

TIME: 5:30PM

LOCATION: 33/11 Joy Cummings Place Belconnen

**Executive Committee members were reminded to declare any conflict of interest at the beginning of each agenda item/s.*

Present: Jennifer Cooke, Tim Creevey, Barry Neame, Dale Roberts and Peter Melville.

In attendance: Lily Klose and David Barnes.

Apologies: Peter McCann and Haydn Daw.

Previous Minutes:

- Reviewed and approved.

Review of Outstanding Action Items:

1. Insurance cost (overall increase and Link commission). **Link has agreed to keep management fees aligned to CPI increases. Action closed.**
2. Procedure surrounding the Body Corporate payment of Building repair cost for insurance events below the \$10,000 insurance excess. Committee reviewed draft proposal on the way forward. **EC agreed that further discussion is required on the insurance matter, especially as Haydn Daw and Peter McCann were unable to present their views at the meeting. Action: Holdover for out of session discussion.**
3. Guidance on the boundary of responsibilities for units. Dale Roberts completed a new draft with updated guidance to owners. **Action: Lily to circulate updated draft for review.**
4. Unit complex painting. Dale will explore costs, quotes for painting of the units later in this year. Points for consideration – contact Terry Ring to update the colour scheme, appoint a project manager to oversee the works. **Held over to the next meeting.**
5. Gardening & Southern boundary development. Jennifer Cooke met with All Seasons for discussion.
 - a. Time allocated for garden maintenance is proposed to increase to 2.5 hours per week, (as opposed to 2 hours) due to the maturity of the garden. **Action: Tim Creevey to write to the other members of the EC to confirm agreement.**
 - b. Mulching of garden beds at units 49-67. Supported. **Action Strata manager to issue work order and notify residents of pending works.**
 - c. Southern boundary quotes. David Barnes addressed the EC regarding the Southern boundary development. He presented a historic development of work in coordination with the ACT government. **Action: David Barnes to provide contact details of the relevant ACT Government representatives for the EC to pick up the discussion on the plans for the public land portion of this area. Strata manager to notify All Seasons that their quotes for developing this area are on hold for the moment, pending discussion with ACT Government.**

Financial Review

- Whilst the Treasurer was an apology for this meeting, he reviewed the financials prior to the meeting and confirmed there are no questions or concerns with CLE's current position.
- Arrears – None.

Out of session approvals – non-financial

- Pets – unit 38 dog **approved**.
- Alterations – none since previous meeting

New Business

- Regrowth of blackberry bushes at unit 31. **Action: Strata manager to get back in touch with unit owner and property manager to request the blackberries be removed again.**

Next EC Meeting

- 10 September 2024, location TBA.

Meeting close time: 6:50 PM

**MINUTES OF EXECUTIVE COMMITTEE MEETING
UNITS PLAN NO. 3440
CANBERRA LAKE ESTATE
11 Joy Cummings Place, BELCONNEN ACT 2617**

DATE: Tuesday, 2 July 2024

TIME: 5:30PM

LOCATION: 33/11 Joy Cummings Place Belconnen

**Executive Committee members were reminded to declare any conflict of interest at the beginning of each agenda item/s.*

Present: Jennifer Cooke, Haydn Daw, Tim Creevey, Barry Neame, Dale Roberts and Peter Melville.

In attendance: Terry Ring.

Apologies: Peter McCann.

1. Mr Terry Ring (architect of CLE) met with the EC to present a proposal for consideration:
 - Terry has been approached by a resident requesting he investigate options to expand their 3-bedroom townhouse into a 4 bedroom & study by using the space above their garage for an addition.
 - Terry presented a design showing what the construction would look like
 - 4th bedroom & study over top of the garage
 - Recessed from street
 - No increased footprint
 - Sympathetic to design
 - Neighbours are supportive
 - No shadow from addition
 - Following considerable discussion with Terry Ring, the EC formed the view that there was no reason to prevent the proposal being taken to a vote of owners.
 - Terry Ring will create a document that sets out the basis on which alterations to town houses can be considered, taking account to the integrity of the design of complex along with other considerations. Once that is available to the EC, they will assemble some paperwork to present to all owners for a vote. The paperwork will include a caveat that owners should not assume that this particular proposal provides a precedent for wholesale changes into the future. Rather, future proposals will always need to be considered on a case-by-case basis, using Terry Ring's document as the basis for evaluation.
2. Terry Ring is happy to review the current colour scheme and suggest some subtle refreshes, when the time arrives to re-paint. He is also interested in project managing the repainting of the complex. The EC will discuss this further to determine if this is the best course of action.
3. The chair mentioned that Terry Ring had been contacted by a resident regarding the CLE 's gardens. The Chair reiterated that the Executive Committee has been elected to act on behalf of CLE owners. While the EC has no concerns with residents meeting with Terry Ring, individual residents have no authority in relation to directing changes within the estate.

4. The EC discussed in detail the Body Corporate Insurance matter that was held over from the last meeting including the attached paper and reached a conclusion based on a proper analysis and consideration of all the issues. The EC considered the procedure surrounding the Body Corporate payment of Building repair cost for insurance events below the \$10,000 insurance excess (water) or \$2,000 (non-water claims). In summary:
 - The EC decided that if the insurance company determines that there is no insurance coverage to the event, then the owner of the unit is liable to pay the repair costs.
 - The EC determined that, if the event was as a result of either design fault or lack of maintenance, both instances result in owner responsibility (repairs less than excess).
 - This decision applies a suburban house paradigm given we're Class B units. That is, what would an owner have exposure to in an ordinary suburban house. In the situation where the repairs are less than the excess the suburban owner bears responsibility for the cost of repairs.

5. Moving forward on contacting ACT Government regarding the Southern boundary development:
 - EC Chair will contact Minister Tara Cheyne to clarify that only the EC has the Authority to act on behalf of the CLE residents.
 - The EC will seek points of contact from the ACT Government for future engagement
 - Get an update on ACT Government plans for its land along Southern boundary between CLE and Townsend Place
 - Jennifer Cooke to draft a letter to the residents of the Southern Boundary seeking their thoughts on enhancements and improvements.
 - Share draft with EC prior to distribution
 - Responses to be presented at next EC meeting

Meeting close time: 7:20 PM

CLE EC Policy Position

Building Insurance - Repairs costing less than the excess

Context

- Steeply rising insurance premiums and increased excess amounts
- Ageing complex requiring owners to exercise more ongoing maintenance especially in relation to water ingress
- Moral hazard - no incentive for owners to maintain property when the insurance risk is shared amongst all owners
- Our administrative fund currently has little capacity to cover the excess or for repairs that are approaching excess (in our case \$10,000 excess for damage caused by water, \$2,000 excess for non-water damage).

Legislative provisions

- There is a statutory requirement for owners corporations to pay the excess for approved insurance claims (paragraph 100A(2)(b) of the UTMA)
- There is a further statutory provision that allows owners corporations to seek reimbursement for the excess where the damage has occurred because of a wilful or negligent act or omission by the owner (section 31 of the UTMA)
- There is no statutory requirement for owners corporations to pay for repairs where the cost of repairs is less than the excess.

Options to remove moral hazard

- Option A: Charge higher levies so that there are sufficient funds to cover claims made that require payment of the excess and for repairs costing less than the excess. Alert owners that the owners corporation will seek reimbursement of the excess or repairs where the damage is referable to a wilful or negligent act or omission.
 - Advantages: Arguably preserves the status quo so possibly easier for owners to accept.
 - Disadvantages: Increased costs shared by all owners; entrenches moral hazard; in relation to reimbursement, may be difficult for the owners corporation to prove the existence of a wilful or negligent act or omission (could involve high levels of forensic investment and protracted counter arguments)
- Option B: The owners corporation not pay for repairs where the cost of repairs is less than the excess. Maintain compliance with the statutory obligations in relation to paying any excess. Alert owners that the owners corporation will seek reimbursement of the excess where the damage is referable to a wilful or negligent act or omission.

- Advantages: Goes some way towards addressing the moral hazard (and incentivises owners' maintenance); cheaper for owners on the whole; may reduce pressure on insurance premium increases; consistent with the Class B (suburban house) paradigm where a homeowner would be required to pay this amount (although the higher excesses may not be the typical paradigm for suburban house).
- Disadvantages: More expensive for owners that do not maintain their property

Implementation options

- Take to owners for a vote on inclusion in CLE's House Rules (special resolution)
- Include in the preamble of CLE's House Rules that this Executive Committee has reached a decision to apply the insurance policy in line with Option A or B (i.e. no special resolution required)
- Record in the minutes of the Executive Committee of the decision taken and consider options to alert owners to this decision other than by mere circulation of the minutes

References:

- OCN insurance factsheet: <https://www.ocnact.org.au/insurance>

**MINUTES OF EXECUTIVE COMMITTEE MEETING
UNITS PLAN NO. 3440
CANBERRA LAKE ESTATE
11 Joy Cummings Place, BELCONNEN ACT 2617**

DATE: Tuesday, 10 September 2024

TIME: 5:30PM

LOCATION: 33/11 Joy Cummings Place Belconnen

**Executive Committee members were reminded to declare any conflict of interest at the beginning of each agenda item/s.*

Present: Jennifer Cooke, Tim Creevey, Barry Neame, and Dale Roberts.

In attendance: Lily Klose representing Link Strata Management.

Apologies: Peter McCann, Peter Melville and Haydn Daw.

1. It was resolved that the Executive Committee minutes dates 11 June 2024 and 2 July 2024 be accepted as presented.

2. Action Items Following Previous EC Meeting

- Procedure surrounding the Body Corporate payment of Building repair cost for insurance events below the \$10,000 insurance excess. **Closed – position formed & letter notifying Owners Corporation distributed.**
- Guidance on the boundary of responsibilities for units. Dale Roberts completed a new draft with updated guidance to owners. **Closed – letter distributed to owners.**
- Guidance on the boundary of responsibilities for units. Dale Roberts completed a new draft with updated guidance to owners. **Closed – letter distributed to owners as above.**
- Unit complex painting. Terry Ring offered to review the colour scheme and offered to project manage. **Action: Dale Roberts to discuss further with Terry Ring to formalise an estimate for their services and the next steps.**
- Gardening & Southern boundary development. Jennifer Cooke met with All Seasons for discussion.
 - The Executive Committee approved the additional contracted gardening hours. **Action: Strata manager to advise gardener.**
 - The mulching of units 49-67 has been scheduled for 16th & 17th September. **Action: Strata manager to distribute a notice to residents in these units.**
 - Further action to plan a community garden has been paused. **Action: Executive Committee to discuss further in preparation for 2025 AGM.**
 - The Executive Committee will continue discussions on the Southern Boundary project. **Action: Jennifer Cooke to review the area and provide an update to the EC and to All Seasons Horticultural Services. The Executive Committee will follow up the ACT Government for their plans, and follow up a quote to ensure water supply to the area.**
 - Quote#0810 to tidy up the area next to unit 1 was approved. **Action: Strata manager to issue work order.**
 - Quote#0811 to replant pittosporums near the pool was approved. **Action: Strata manager to issue work order.**

3. Financial Review

- In the absence of the Treasurer, the strata manager advised that the budget has remained on track and that no units are currently in arrears.

4. Out of Session Approvals

- Pets – None since previous meeting.
- Alterations – None since previous meeting.

5. New Business

- The owners of unit 44 have proposed an extension to their unit. **Action: The strata manager to draft a notice of General Meeting via Zoom for Executive Committee approval.**
- The strata manager provided a brief update on the recent changes to the Unit Titles (Management) Act.
- The Executive Committee discussed a recent article highlighting the risks and maintenance recommendations of flexible hoses commonly used in homes. Failure of these hoses can cause water damage to homes, which is a risk especially at Canberra Lakes Estate as the excess associated with water damage insurance claims is very high. **Action: Executive Committee to seek advice from Tom Martin on the maintenance and replacement of these hoses. Strata manager to distribute a copy of the article alongside Tom's advice and a strong recommendation from the Executive Committee for owners to frequently check and replace these hoses as needed.**
- The Executive Committee began discussions about this years' Christmas gathering. **Action; Executive Committee to continue planning and owners are advised to 'save the date' of Sunday 15th December.**
- It was raised that the fence gate near unit 55 is out of alignment. **Action: Strata manager to issue a work order to a handyman for repairs.**

6. Next EC Meeting

- Tuesday 26th November

Meeting close time: 6:38 PM

Unit Titles (Management) Act 2011

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions

A1 The Owners Units Plan No: 3440

A2 General Meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on:- 16/10/2024

Tick applicable box, or both boxes if applicable:

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

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

A3 Reduced Quorum Decisions

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

Date of decision

Full text of reduced quorum decision

16/10/2024

See Attached Minutes

A4 Owners Corporation Declaration

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

Date: Thursday 16 October 2024

Signed: *Lily Klose*

Designation: Lily Klose for Units Plan No 3440

MINUTES OF GENERAL MEETING

Units Plan No. 3440

DATE & TIME Wednesday 16 October 2024 at 5:00 PM
LOCATION Zoom
<https://us02web.zoom.us/j/81794213116?pwd=SqxlnMiuiPGYWJG698aV2BntMsY0lY.1>

ATTENDANCE

Present:

Mr P Fullgar, Mr G & Mrs F Hellyer, Mr P & Mrs T Yeardley, Mr H Daw & Ms M Blanco, Mr K Glossop, Mr S Lederer, Mrs J Kelly, Mrs L & Mr C Twigg, Ms M Sofo, Mr T & Mrs B Martin, Mrs E Roberts, and Mr P Melville.

In Attendance:

Ms L Klose representing Link Strata Management and Mr T Ring & Mr A Khalid representing Architects Ring & Associates.

Pre-Meeting Voting:

Ms J Cooke, Mr D & Mrs S Barnes, Ms K Sorimachi, Mr P McCann, Mr J & Mrs V Steep, Mr W Hogan, Mrs M & Mr T Kenna, Ms E Andersen, Ms L Kelly, Ms E Patz, Mr T Creevey, Ms L Davis, Ms K Kennedy, Mrs C & Mr D McAllister, and Ms A Foster.

Proxy Holder:

Mr B Neame proxy to Mr H Daw, and Mr J & Mr C Carlsen proxy to Mr C Twigg.

Chairperson:

Mr H Daw was elected Chairperson.

QUORUM

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

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

1. EXTENSION OF UNIT 44

It was resolved by *Special Resolution* that the Owners Corporation agrees that the owners of Unit 44 be granted approval for an extension to add an additional bedroom and study area on top of the existing garage, subject to the below conditions:

- a) the extension will be in-keeping with the complex's existing aesthetic style.
- b) the ongoing maintenance responsibility of the extension is borne by the owners of unit 44.
- c) the extension does not extend beyond the existing boundaries of unit 44.
- e) the completed extension be consistent with the plans provided by the complex's architect, Terry Ring & Associates.
- d) the owners of Unit 44 arrange the recalibration of the Unit Entitlements at their own expense.

MOTION CARRIED BY SPECIAL RESOLUTION

25 For, 1 Against, 2 Abstain

GENERAL BUSINESS

No General Business was considered at this meeting.

Meeting closed at 5:24PM

**MINUTES OF EXECUTIVE COMMITTEE MEETING
UNITS PLAN NO. 3440
CANBERRA LAKE ESTATE
11 Joy Cummings Place, BELCONNEN ACT 2617**

DATE: Tuesday, 18 February 2025

TIME: 5:30PM

LOCATION: 33/11 Joy Cummings Place Belconnen

**Executive Committee members were reminded to declare any conflict of interest at the beginning of each agenda item/s.*

Present: Haydn Daw, Barry Neame, and Dale Roberts.

In attendance: Lily Klose representing Link Strata Management.

Apologies: Jennifer Cooke, Peter McCann, Tim Creevey, and Peter Melville.

1. It was resolved that the Executive Committee minutes dates 10 December 2024 be accepted as presented.

2. Action Items Following Previous EC Meeting

- Unit complex painting. The EC discussed considering engaging Terry Ring for assistance with this project. **Action: Strata manager to send a quote request to Ring & Associates, requesting a broken-down fee estimate for them to investigate a colour palette refresh, provide a project plan, and complete ongoing monitoring & approval of the works.**
- Gardening & Southern boundary development.
 - The EC has received further advice from ACT Government and All Season's Horticultural Services regarding this project. **Open – The EC noted the new correspondence received and elected to hold over further discussion until the next EC meeting.**
 - Quote#0810 to tidy up the area next to unit 1 was approved. **Closed – Works complete.**
- Flexible hoses. Jennifer Cooke provided resources supported by a plumber recommending owners to check, repair, and replace flexible hoses within their unit. **Action: Strata Manager to collate advice and distribute to owners.**
- Pool Safety Reforms. **Closed – Certificate of Compliance from Canberra Pool Inspections has been received and lodged. The report noted full compliance of the pool with the prescribed safety standards.**
- Damaged meter boxes. **Update – These repairs will be rescheduled when an EC member is available to meet the locksmith on site.**
- Pool tiling repairs. **Update – The assigned contractor has advised the pool filter will need to be turned off and the water level lowered before the fallen tiles can be re-glued. These works will be completed after Summer.**

3. Financial Review

- The EC discussed and noted the financial reports presented. The Treasurer has prepared a report for distribution alongside the AGM Notice.

4. Out of Session Approvals

- Pets – None since previous meeting.
- Alterations –
 - The EC ratified their approval of unit 22's application to move their AC external unit.
 - The EC ratified their approval of unit 50's EV charger installation.
 - The EC discussed unit 46's application to erect a pergola in their backyard. It was agreed to continue discussion on the application, with the following conditions:
 - A preference for the supporting posts to be finished in powder coated metal/steel or boxed and rendered to match the facade of the owner's townhouse.
 - A mandatory requirement that guttering be installed together with a suitable downpipe to ensure the removal of rain/storm water.
 - A mandatory requirement that, if treated pine is used for the uprights, this be painted in a manner that complements Unit 46's colour scheme and is sympathetic to the rest of the complex.
 - A mandatory requirement that, if treated pine is used for the uprights, the paint be maintained on a regular ongoing basis.
 - A mandatory requirement that the owner obtains the permission of immediate neighbours for the erection of the pergola.

5. New Business

- Public parking on grass verge. The EC discussed an increase in parking by non-residents on the verge near the lake. As this is public land rather than CLE's property, the matter will be raised with ACT Government. **Action: Strata manager to lodge a 'Fix My Street' enquiry and to make contact with Ginninderra's Local Member to request linemarking & signage to deter parking on the verge, request increased surveillance & fines for illegal parking, and note that it is a safety hazard for the aged care and childcare facilities nearby.**

6. AGM Preparation

- The AGM has been scheduled for 25th March 2025 at 5:30PM. The formal AGM Notice will be issued to all owners approximately 21 days before the meeting date.
- The AGM will be conducted via Zoom Video Conference. The AGM Notice will include a suggestion for owners to 'buddy-up' with neighbours if they are unsure how to use Zoom.

Meeting close time: 6:45 PM

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

Part A Details of reduced quorum decisions

A1 The Owners Units Plan No: 3440

A2 Annual General Meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on:- 25/03/2025

Tick applicable box, or both boxes if applicable:

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

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

A3 Reduced Quorum Decisions

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

Date of decision

Full text of reduced quorum decision

25/03/2025

See Attached Minutes

A4 Owners Corporation Declaration

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

Date: Tuesday 25 March 2025

Signed: *Lily Klose*

Designation: Lily Klose for Units Plan No 3440



MINUTES OF ANNUAL GENERAL MEETING

Units Plan No. 3440

DATE & TIME Tuesday 25 March 2025 at 5:30 PM

LOCATION Zoom

<https://us02web.zoom.us/j/82213201588?pwd=0x1Bk2A82R7u71x8NB7kWnO3mECJXb.1>

ATTENDANCE

Present:

Ms J Cooke, Mr W & Mrs V Steep, Mrs M & Mr T Kenna, Mr H Daw, Mr T Creevey, Mr B Neame, Mr K Glossop, Mr S Lederer, Mr C Twigg, Mr D Roberts, Ms E Roberts, and Mr P Melville.

In Attendance:

Ms L Klose representing Link Strata Management.

Pre-Meeting Voting:

Mr Casarotto & Ms Sorimachi, Mr W & Mrs M Hogan, and Ms L Kelly.

Proxy Holder:

Mr P Yeardley & Ms T Konnova proxy to Mr H Daw.

Mr J Powers & Mr C Carlsen proxy to Mr H Daw.

Mr T & Mrs B Martin proxy to Mr H Daw.

Chairperson:

Mr B Neame was elected Chairperson.

QUORUM

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

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

1. PREVIOUS GENERAL MEETING MINUTES

It was resolved that the minutes of the previous Annual General Meeting dated 12 March 2024 and the General Meeting dated 16 October 2024 be accepted as presented.

MOTION CARRIED

2. FINANCIAL STATEMENTS

It was resolved that the financial statements for the period 1 February 2024 to 31 January 2025 be accepted as presented.

MOTION CARRIED

3. PROPOSED ADMINISTRATIVE FUND BUDGET

It was resolved that the proposed Administrative Fund expenditure budget of \$158,480.00 excluding GST and levy contributions of \$158,480.00 excluding GST be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 1 April 2025, 1 July 2025, 1 October 2025 and 1 January 2026.

Secretarial note: *The levy due 1 April 2025 will be issued with an additional 15 days for owners to make payment.*

MOTION CARRIED

4.i PROPOSED SINKING FUND BUDGET

The motion that the proposed Sinking Fund expenditure budget of \$654,558.00 excluding GST and levy contributions of \$98,037.00 excluding GST be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 1 April 2025, 1 July 2025, 1 October 2025 and 1 January 2026 **was defeated.**

MOTION DEFEATED

4.ii PROPOSED SINKING FUND BUDGET

It was resolved that the amended Sinking Fund expenditure budget of \$666,082.00 excluding GST and levy contributions of \$98,037.00 excluding GST be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 1 April 2025, 1 July 2025, 1 October 2025 and 1 January 2026.

Levies to be due as follows:

Period of Levy	Levy Due Date
01/02/25 to 30/04/25	1 April 2025
01/05/25 to 31/07/25	1 July 2025
01/08/25 to 31/10/25	1 October 2025
01/11/25 to 31/01/26	1 January 2026

Secretarial note: The proposed Sinking Fund Budget that was furnished with addended figures ensures that the Budget remains consistent with the 10-Year Sinking Fund Report presented and agreed to by owners at last year's the AGM. During the AGM, a perceived shortcoming in Link's finance system that may have prevented the inclusion of the line item "Contingency/Minor Items" (per the 10-Year Sinking Fund Report) has been resolved.

MOTION CARRIED

5. ELECTION OF EXECUTIVE COMMITTEE

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

Ms J Cooke, Mr H Daw, Mr B Neame, Mr C Twigg, Mr D Roberts, Ms E Roberts, and Mr P Melville.

The Owners Corporation thanks the outgoing members, Mr P McCann & Mr T Creevey, for their contributions to the previous Executive Committee.

MOTION CARRIED

GENERAL BUSINESS

Face-to-Face Meetings

Mr K Glossop offered to investigate options and costing for a face-to-face meeting venue, including infrastructure for attendance via video conferencing, in advance of the next Annual General Meeting.

External Painting

The Executive Committee (EC) provided an update on planning the major external painting project. The project is still in the early stages of assessing risks, seeking expert advice, and planning for the best outcome.

Southern Boundary Gardening

The EC also updated owners present on the Southern boundary gardening project. The EC is in the process of determining costing on the landscaping, planting, and irrigation elements. The current preferred option consists primarily of low-lying native shrubs.

Balcony Maintenance Suggestion

An owner raised a concern with the balcony of their unit, where water leaks and expanding corrosion has presented – please see Annexure A. Upon seeking advice from a builder – Baicol Construction – it was advised that this is a common problem among balconies in Canberra. As a B-Class complex, the individual unit owners of Canberra Lake Estate are responsible for the maintenance of their balcony. However, it was suggested that other owners who have observed similar issues with their balconies could collaborate to repair the issues as part of a joint project. This may attract some discount options from the trades engaged to repair. Any owners who are concerned your balcony may also be experiencing corrosion are welcome to reach out to Link Strata Management to be put in touch with the same contractor and with other owners who are planning repairs.

Meeting closed at 6:38 PM

Annexure A



Units Plan No. 3440

PROPOSED ANNUAL BUDGET

	ACTUAL 01/02/24-31/01/25	BUDGET 01/02/24-31/01/25	BUDGET 01/02/25-31/01/26
<u>ADMINISTRATIVE FUND</u>			
<u>INCOME</u>			
Levies - Administrative Fund	168,284.93	168,285.00	158,480.00
Keys	18.18	0.00	0.00
Interest On Overdue Levies	80.93	0.00	0.00
<u>TOTAL ADMIN. FUND INCOME</u>	168,384.04	168,285.00	158,480.00
<u>EXPENDITURE - ADMIN. FUND</u>			
Accountancy Fees	372.72	1,010.00	375.00
Audit Fees	1,636.37	1,500.00	1,650.00
Bank Trans Fee	306.19	250.00	320.00
Bas Preparation	636.36	0.00	640.00
Website Expense	423.61	450.00	0.00
Consultants Fees	300.00	300.00	0.00
Income Tax Instalment	1,980.00	1,800.00	2,000.00
Insurance	63,025.53	77,270.00	73,740.00
Insurance Excess	0.00	5,000.00	5,000.00
It Charges	1,425.24	1,425.00	1,425.00
Owners Corp Network Fee	154.00	154.00	160.00
Postage	82.53	50.00	100.00
Printing & Other Admin Costs	647.67	500.00	660.00
Registrar Generals Fees	0.00	230.00	0.00
Strata Management Fees	19,186.33	19,185.00	19,810.00
<u>REPAIRS & MAINTENANCE</u>			
R & M - Electrical	852.00	1,500.00	1,500.00
R & M - Gardening Contractors	24,307.73	28,510.00	26,000.00
R & M - General Maintenance	589.50	2,000.00	2,000.00
R & M - Plumbing	0.00	500.00	500.00
R & M - Pool Contractors	6,933.82	6,550.00	7,500.00
R & M - Pool	2,117.77	2,000.00	2,500.00
<u>UTILITIES</u>			
Electricity	9,598.31	9,600.00	10,080.00
Water & Sewerage	2,392.49	2,850.00	2,520.00
<u>TOTAL ADMIN. EXPENDITURE</u>	136,968.17	162,634.00	158,480.00
<u>SURPLUS / DEFICIT</u>	\$ 31,415.87	\$ 5,651.00	\$ 0.00

Units Plan No. 3440

PROPOSED ANNUAL BUDGET

	ACTUAL 01/02/24-31/01/25	BUDGET 01/02/24-31/01/25	BUDGET 01/02/25-31/01/26
Opening Admin. Balance	20,941.18	20,941.18	52,357.05
<u>ADMINISTRATIVE FUND BALANCE</u>	<u>\$ 52,357.05</u>	<u>\$ 26,592.18</u>	<u>\$ 52,357.05</u>
NUMBER OF UNITS OF ENTITLEMENT:		10,000	10,000
AMOUNT PER UNIT OF ENTITLEMENT:		\$ 16.8285000	\$ 15.8480000

Units Plan No. 3440

PROPOSED ANNUAL BUDGET

	ACTUAL 01/02/24-31/01/25	BUDGET 01/02/24-31/01/25	BUDGET 01/02/25-31/01/26
<u>SINKING FUND</u>			
<u>INCOME</u>			
Levies - Sinking Fund	94,266.84	94,267.00	98,037.00
Interst Received On Investment	2,969.56	0.00	27,260.00
<u>TOTAL SINKING FUND INCOME</u>	97,236.40	94,267.00	125,297.00
<u>EXPENDITURE - SINKING FUND</u>			
R & M - Contingency	0.00	0.00	18,744.00
R & M - General Maintenance	7,278.16	31,934.00	0.00
R & M - Painting	0.00	0.00	644,634.00
R & M - Pool	0.00	0.00	2,704.00
<u>TOTAL SINK. FUND EXPENDITURE</u>	7,278.16	31,934.00	666,082.00
<u>SURPLUS / DEFICIT</u>	\$ 89,958.24	\$ 62,333.00	\$ (540,785.00)
Opening Sinking Fund Balance	618,565.50	618,565.50	708,523.74
<u>SINKING FUND BALANCE</u>	\$ 708,523.74	\$ 680,898.50	\$ 167,738.74
NUMBER OF UNITS OF ENTITLEMENT:		10,000	10,000
AMOUNT PER UNIT OF ENTITLEMENT:		\$ 9.4267000	\$ 9.8037000

Units Plan No. 3440

LOT BUDGET SUMMARY

31/01/2026

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

Lot No	Unit No	Entitlement	Administrative Fund	Sinking Fund	Net Total
			Net	Net	
1	1	169	736.54	455.63	1,192.17
2	2	157	684.24	423.27	1,107.51
3	3	164	714.74	442.15	1,156.89
4	4	157	684.24	423.27	1,107.51
5	5	169	736.54	455.63	1,192.17
6	6	169	736.54	455.63	1,192.17
7	7	158	688.60	425.97	1,114.57
8	8	164	714.74	442.15	1,156.89
9	9	158	688.60	425.97	1,114.57
10	10	164	714.74	442.15	1,156.89
11	11	158	688.60	425.97	1,114.57
12	12	164	714.74	442.15	1,156.89
13	13	169	736.54	455.63	1,192.17
14	14	158	688.60	425.97	1,114.57
15	15	145	631.94	390.92	1,022.86
16	16	160	697.31	431.36	1,128.67
17	17	145	631.94	390.92	1,022.86
18	18	153	666.80	412.49	1,079.29
19	19	151	658.09	407.10	1,065.19
20	20	153	666.80	412.49	1,079.29
21	21	153	666.80	412.49	1,079.29
22	22	142	618.86	382.83	1,001.69
23	23	142	618.86	382.83	1,001.69
24	24	153	666.80	412.49	1,079.29
25	25	151	658.09	407.10	1,065.19
26	26	151	658.09	407.10	1,065.19
27	27	153	666.80	412.49	1,079.29
28	28	145	631.94	390.92	1,022.86
29	29	157	684.24	423.27	1,107.51
30	30	145	631.94	390.92	1,022.86
31	31	156	679.88	420.58	1,100.46
32	32	152	662.45	409.79	1,072.24
33	33	152	662.45	409.79	1,072.24
34	34	141	614.51	380.14	994.65
35	35	139	605.79	374.75	980.54
36	36	125	544.78	337.00	881.78
37	37	130	566.57	350.48	917.05
38	38	130	566.57	350.48	917.05
39	39	155	675.52	417.88	1,093.40
40	40	149	649.37	401.71	1,051.08
41	41	149	649.37	401.71	1,051.08
42	42	149	649.37	401.71	1,051.08
43	43	149	649.37	401.71	1,051.08
44	44	149	649.37	401.71	1,051.08
45	45	155	675.52	417.88	1,093.40
46	46	156	679.88	420.58	1,100.46
47	47	150	653.73	404.40	1,058.13
Totals:			\$31,217.80	\$19,311.56	\$50,529.36

Units Plan No. 3440

LOT BUDGET SUMMARY

31/01/2026

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

Lot No	Unit No	Entitlement	Administrative Fund		Sinking Fund	
				Net	Net	Net Total
48	48	156		679.88	420.58	1,100.46
49	49	151		658.09	407.10	1,065.19
50	50	134		584.00	361.27	945.27
51	51	146		636.30	393.62	1,029.92
52	52	134		584.00	361.27	945.27
53	53	146		636.30	393.62	1,029.92
54	54	134		584.00	361.27	945.27
55	55	146		636.30	393.62	1,029.92
56	56	136		592.72	366.66	959.38
57	57	149		649.37	401.71	1,051.08
58	58	134		584.00	361.27	945.27
59	59	146		636.30	393.62	1,029.92
60	60	134		584.00	361.27	945.27
61	61	146		636.30	393.62	1,029.92
62	62	134		584.00	361.27	945.27
63	63	146		636.30	393.62	1,029.92
64	64	134		584.00	361.27	945.27
65	65	146		636.30	393.62	1,029.92
66	66	134		584.00	361.27	945.27
67	67	151		658.09	407.10	1,065.19
Total				\$43,582.05	\$26,960.21	\$70,542.26

Totals:

\$43,582.05

\$26,960.21

\$70,542.26

Insurance Valuation Report

For

Canberra Lake Estate

**11 Joy Cummings Place, Belconnen ACT
2617**

Scheme Number: 3440



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 188041

15 March 2023

Professional Indemnity Insurance Policy Number 1411189338PLP

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SECTION 1 – INSURANCE VALUATION SUMMARY

1.1 Purpose of Report

We have been instructed by the Body Corporate to provide a building replacement valuation report that outlines the replacement/reinstatement costs of the building/s and associated common property improvement and body corporate assets situated at **11 Joy Cummings Place, Belconnen ACT 2617**.

1.2 Property Address

The property is situated at **11 Joy Cummings Place, Belconnen ACT 2617**.

1.3 Description of Building

The property comprises total sixty-seven lots of double storey townhouses arranged in varying groups, each lot attached with a single or double attached lock up garage at front or side of the buildings. Common property includes swimming pool, undercover entertainment area, BBQ facilities, walking path, access driveways, boundary walls & fences and site landscaping. In accordance with the plans provided the date of registration of the scheme is 2010.

1.4 Client

The Proprietors Canberra Lake Estate.

1.5 Replacement Value

Recommended Insured Value: \$48,130,000 (Inc GST)

1.6 Inspector Details

Inspector Number

101



Signed for and on behalf of QIA Group Pty Ltd

SECTION 2 – INSURANCE VALUATION REPORT

2.1 Recommended Insured Value

The Recommended Insured Value represents the replacement/reinstatement costs associated with the reconstruction of building/s having regard for the functional use and useable area of the original building/s, common areas and body corporate assets. The Recommended Insured Value also estimates the costs associated with conformance to regulations and bylaws in force at the time of reconstruction.

2.2 Loss of Revenue

The Insurance Valuation represents building costs only and excludes loss of revenue.

2.3 Current Trends

Recent inflationary trends in the cost of building have shown building cost indices rising at a rate substantially in excess of official CPI figures. It is expected that this increase will continue in the short term on the back of construction activity following COVID-19.

2.4 Periodic Reviews

It is recommended that periodic reviews of the insurance valuation are undertaken to ensure inflationary and legislative factors and any improvements to common property or assets purchases are taken up in the Insurance Valuation, particularly in times of rapidly increasing prices.

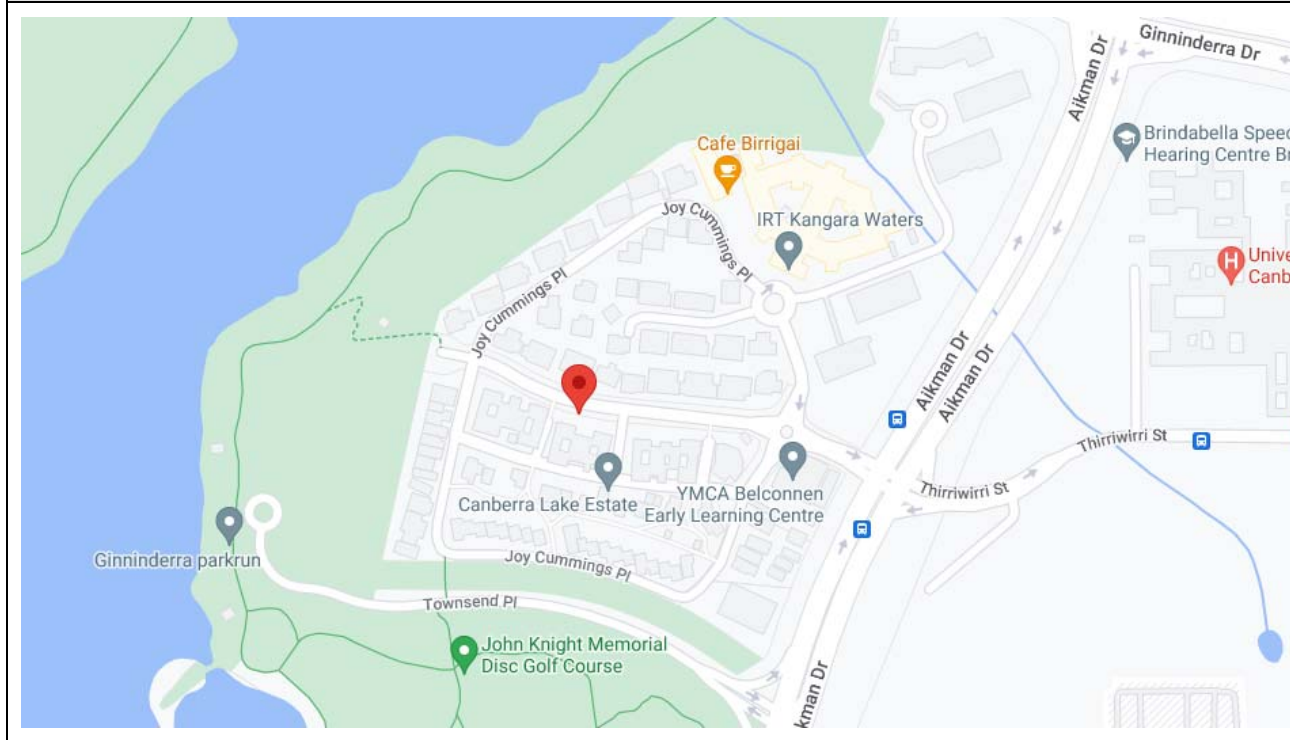
2.5 Elements used in the Calculated Value of the Building Replacement

The calculated value of the building comprises of several elements:

- Present Building Costs.
- Allowance for Cost Escalation during the lead time of planning, calling tenders, and fitout.
- Professional Fees.
- Removal of Debris.
- Cost Escalation in the likely time lapse between the anniversary date and the date of any happening.

2.6 Valuation	
Replacement Building and Improvements Cost:	\$35,280,000
Allowance for Cost Escalation:	
Design and Documentation:	9 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	14 Months
Calculated at 8% over the period	\$4,470,000
Progressive Subtotal:	\$39,750,000
Professional Fees:	\$3,180,000
Progressive Subtotal:	\$42,930,000
Removal of Debris:	\$1,765,000
Progressive Subtotal:	\$44,695,000
Cost Escalation for Insurance Policy Lapse Period:	\$3,435,000
Progressive Subtotal:	\$48,130,000
Recommended Insured Value:	\$48,130,000 (Inc GST)

2.7 Site Location Map



SECTION 3 – REPORTING PROCESS AND CONTENT

3.1 SITE FACTORS

The building is sited on, what appears to be a reasonably well drained block of land. Easy pedestrian and vehicular access was available.

3.2 ADDITIONS & IMPROVEMENTS

There appears to have been no improvement to the original construction.

3.3 MAINTENANCE

Generally, the building appears to have been reasonably well maintained.

3.4 SUMMARY OF CONSTRUCTION

3.4.1 Primary Method of Construction

3.4.1.1 FLOOR STRUCTURE

FLOOR CONSTRUCTION: Reinforced concrete ground floor and timber framed upper floors.

3.4.1.2 WALL STRUCTURE

EXTERNAL WALL CONSTRUCTION: Combination of double brick and Steel/Timber framed brick veneer.

EXTERNAL WALL FINISHES: Rendered & painted brick, rendered cement sheet and Colourbond.

3.4.1.3 ROOF STRUCTURE

ROOF CONSTRUCTION: Steel/Timber framed low-pitched and skillion roof.

ROOFING: Colourbond Cliplock.

3.4.1.4 DRIVEWAY STRUCTURE

DRIVEWAY CONSTRUCTION: Concrete & Bitumen.

3.5 AREAS NOT INSPECTED - TYPICAL

- Part or parts of the building interior that were not readily accessible.
- Part or parts of the building exterior that were not readily accessible
- Part or parts of the roof exterior that were not readily accessible or inaccessible or obstructed at the time of inspection because of exceeding height.
- Part or parts of the retaining walls, fencing were not readily accessible or inaccessible or obstructed at the time of inspection as a result of alignment of the common property land, buildings or vegetation.

3.6 SCOPE

- This Inspection Report does not include the inspection and assessment of items or matters outside the stated purpose of the requested inspection and report. Other items or matters may be the subject of an Inspection Report which is adequately specified.
- The inspection only covered the Readily Accessible Areas of the subject property. The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection of the property.
- The report is designed to be published only by the Strata Manager to unit owners and the respective insurance company.
- The report does not carry the right of other publication, with the exception of the above, without written consent of QIA Group Pty Ltd.
- This report is not an engineering survey of improvements or status of the building and its contents.
- This report is only for insurance replacement purposes, and not an evaluation of the market value of the property.
- Structural or ground improvements to exclusive use areas are the responsibility of the owners and should be insured by the relevant owner.

3.7 EXCLUSIONS

An Insurance Valuation Report does not cover or deal with:

- Any 'minor fault or defect'
- Solving or providing costs for any rectification or repair work;
- The structural design or adequacy of any element of construction;
- Detection of wood destroying insects such as termites and wood borers;
- Any services including building, engineering (electronic), fire and smoke detection or mechanical;
- A review of occupational, health or safety issues such as asbestos content, or the provision of safety glass or swimming pool fencing;
- Whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws; and
- Whether the ground on which the building rests has been filled, is liable to subside, is subject to landslip, earthquakes or tidal inundation, or if it is flood prone.

SECTION 4 – SITE PHOTOGRAPHS



ACT Maintenance Plan

Canberra Lake Estate

**11 Joy Cummings Place, Belconnen, ACT
2917**

Scheme Number: 3440



COMPILED BY VON HARAMINA

**On 29 August 2022 for the
Period Commencing 1 January 2022
QIA Job Reference Number: 177711**

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

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Beenleigh QLD 4207

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QIA Group Pty Ltd
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QIA Group Pty Ltd

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INTRODUCTION

This Maintenance Plan has been compiled to assist the Property to meet their obligations with respect to the:

- Unit Titles (Management) Act 2011 (s24);
- Unit Titles (Management) Regulation 2011 (s4A)
both as amended 1 November 2020.

PROPERTY LOCATION

11 Joy Cummings Place, Belconnen, ACT 2917

INSPECTION & DOCUMENTATION SUMMARY

The property was inspected on August 2022

The following items were supplied as part of the Developer's Maintenance Schedule:

- Not applicable

The following manuals, warranties, or other maintenance statements were supplied at the time of inspection or with the report request:

- Not applicable

BACKGROUND

The Unit Titles (Management) Act 2011 and associated regulations require the management of multi-unit residential properties. The unit title system provides the framework for the separate ownership and collective management of a building.

The common property of a Units Plan are the areas that exist outside of a lot and are used by, and belong jointly to, all the owners of the units within the Units Plan. The registered Units Plan documents will indicate what areas of the Units Plan are deemed common property. Each subdivision involves a number of individual property owners sharing in the decision making about management, maintenance and operation of common property and shared services. Units are generally broken into two categories of plans – Class A and Class B. Depending on which subdivision (A or B) your property belongs to may mean different responsibilities.

In a typical Class A Units Plans, the unit owner owns the inside of the unit but not the main structure of the building. Usually, the individual owner owns from the inside of their lot to halfway out through the boundary walls, ceiling, and the floor. In general, the owners corporation owns the walls, ceiling and floor from outside of the lot to halfway in. The internal walls within the unit (e.g. the wall between the kitchen and lounge room), floor coverings, light fittings and curtains are all the property of the unit owner.

In a typical Class B Units Plan the individual owner owns the main structure of their building - inside and out - and often owns land inside their front and backyard.

The owners corporation manages the common property on behalf of all unit owners and is responsible for the control, maintenance, management, and administration of the common property. Within multi-unit residential buildings, major assets components can vary widely and can include the building superstructure and its facade, hallway and shared spaces, lighting, pools/spas, gyms, gardens, shared water heating and car parking areas.

Ongoing building maintenance is the most cost-effective way to maintain the value of an asset and ensure the health and safety of the building's occupants. Neglecting building maintenance may result in extensive and avoidable damage. Neglect can also increase fire and safety hazards that could result in property owners being found legally liable for any injuries. A risk management strategy is a fundamental part of any maintenance program and it is a major determining factor in deciding whether preventative, scheduled or reactive maintenance programs are required to properly maintain common property facilities.

REPORT INFORMATION

This Maintenance Plan provides a schedule for the maintenance and inspection of plant, equipment and other capital items on the common property where the maintenance and inspection is reasonably required to avoid future damage to, or failure of, those items. It is predominantly designed to:

- Identify the items of plant & equipment, facilities and structures that require ongoing maintenance.
- Prioritise required maintenance and ensure, where applicable, that maintenance is carried out as required by any regulation, standard or warranty in the required timeframe
- Assist with the scheduling of General, Special and Sinking Fund Budget Items.

An on-site visual inspection by a suitably qualified professional was carried out and any maintenance schedules, warranties, manufacturer's recommendations, and specific product information that was provided to us has been referenced in our findings. Where further detailed information was not available or made available to us, the Spreadsheet that forms part of the report can be updated by Owners or Managers as this information becomes available or is produced over time. It is in fact an important component of the Maintenance Plan that the plan is updated on an ongoing basis in order to provide a current status of maintenance of the property at all times.

This Maintenance Plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. Where information in respect of any of these items was available at time of ordering, it has been incorporated into the report wherever possible. 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 cursory 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 primary purpose of the inspection is to determine the materials used in the construction of the building that need to be maintained, identify the plant and equipment in the common areas of the building and make a recommendation as to the timing of inspections and the repairs and replacements identified for restorative purposes only.

The report does not and cannot make comment upon the specific condition of specialist items and equipment such as gas fittings and supply systems, heritage listing conditions or requirements, fire protection fittings and systems, HVAC fittings and systems site drainage, electrical or data systems or wiring, building plumbing systems including sewerage, potable and stormwater pipe work and fittings, security concerns, detection and identification of illegal building work, and the durability of exposed finishes.

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. The report is not an Asbestos report and no assessment was made of asbestos products. The report is not Pool Safety or Window Safety report and no assessment was made as to the compliance or otherwise of any pool barrier or common property windows.

Items that have a long lifespan will require ongoing and regular inspections to ensure there is no evident deterioration and damage and may require intermittent repair, replacement to achieve their full life expectancy

AREAS NOT INSPECTED (Typical)

- 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 Common Property plant and equipment where specialised knowledge or equipment is required to carry out the inspection, particularly in respect of its' operation.
- Part or parts of the retaining walls, fencing where not readily accessible or inaccessible or obstructed at the time of inspection because of on alignment, vegetation.











ACT MAINTENANCE PLAN

Canberra Lake Estate - Plan No 3440 (Class B)

11 Joy Cummings Place, Belconnen, ACT 2917

Date of preparation of Initial Maintenance Plan - 29 August 2022



ITEMS				Anticipated Inspection / Maintenance Requirements					Anticipated Capital Expenditure (Repair, Upgrade, Replacement)																
Location and Item Description	Item Detail	Identifier	Install Date	Inspection Type	Relevant Standard	Inspection Frequency	Date last Inspected/Maintained	Inspector	Estimated Overall life (years)	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	
General Description of Asset or item to be maintained (NB Longterm assets may require regular inspection for deterioration even though replacement may be outside period of plan)				Manufacturer name, model or Capacity where known	Serial number or ID where known	Where known or assumed	Prestart, installation, or ongoing - Inspect only or Inspect & Maintain	Applicable Australian Standard, Regulation or Code where applicable	Required, likely, or anticipated frequency of inspection or maintenance	Date which last inspection, testing or repair was carried out	Company or person responsible for inspection, testing or maintenance	Based on manufacturer recommendations or anticipated/expected life (where applicable)	Forecast date where major refurbishment or replacement may be required for each particular asset or capital item. Where a Sinking Fund has been prepared, table may represent forecast expenditure where appropriate												
SWIMMING POOL																									
Maintain/replace pool pump				Inspect/Service		per Agreement		Licenced Contractor	8			X								X					
Maintain/replace water chlorinator				Inspect/Service		per Agreement		Licenced Contractor	8			X								X					
Maintain filter - replace sand				Inspect/Service		per Agreement		Licenced Contractor	2		X		X	X	X	X	X	X	X	X	X	X	X	X	X
Maintain/replace pool filter				Inspect/Service		per Agreement		Licenced Contractor	15				X												X
Repair/refurbish pool surface				Routine/Safety		Annually		OC	40							X									
Maintain pool concourse				Routine/Safety		Annually		OC	40			X								X					
Maintain pool fence fixings				Routine		Annually		OC	40		X					X					X				
Maintain/replace powder coated baluster pool fencing				Routine		Annually		OC	35																X
Maintain/replace pool furniture				Routine/Safety		Annually		OC	7	X							X								X
Inspection Types																									
Routine - A rudimentary inspection to ascertain that the item is in generally good order with no deterioration or damage that may require attention or repair																									
Routine/safety - As per Routine, paying particular attention to items that may cause injury to owners/occupants/visitors																									
Service - An inspection where some additional level of attention or maintenance may be required, e.g. Cleaning a pump well																									
Inspect/service - Inspect to ascertain operation is normal and rectify any issues																									
Compliance - Inspect, test and maintain as necessary to ensure that the item meets a particular Regulation or Standard																									

8 February 2024

File No: 1153.4.1

The Owners UP3440
C/o Lily Klose
Link Strata Management
Unit 3/14 Napier Close
Deakin ACT 2605

Dear Lily,

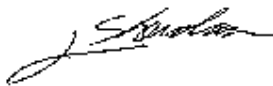
**RE: CANBERRA LAKE ESTATE SINKING FUND
11 JOY CUMMINGS PLACE, BELCONNEN ACT**

Further to our proposal and your subsequent commission, QS Solutions are pleased to enclose our Sinking Fund report for the above property.

The capital works fund is an update of the original report dated 21 April 2021 and adjusts reinstatement cost, reinstatement years and opening balance to 2024.

Should you have any queries please do not hesitate to contact Justin Sheridan of this office.

Yours sincerely



Justin Sheridan
QS Solutions

Enc

Canberra Lake Estate Sinking Fund



11 Joy Cummings Place, Belconnen ACT

The Owners, Unit Plan 3440

February 2024

File No: 1153.4.1

QS Solutions

Property & Construction Consultants

23 Kirkwood Avenue

Epping NSW 2121

Telephone: 02 9876 4757

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1. Introduction

Under instructions from Lily Klose of Link Strata Management, QS Solutions have prepared an independent sinking fund analysis for unit plan 3440 at 11 Joy Cummings Place, Belconnen ACT. The purpose of the assessment is to assist the owners corporations plan for the future by identifying when sinking fund expenses may be required for specific building assets. The assessment will help the owners corporation plan for the timely reinstatement of the building's assets as they near the end of their effective life. As such the assessment is used as a basis to calculate reasonable sinking fund contributions so the building retains its desired quality while reducing the need for special capital works levies.

2. Building Description

The property is 245m by 116m and contains 67 residential lots, 614m of common bitumen roads with street lighting, curbs and in ground services, 430m of common landscaped and irrigated pathways, a common swimming pool and barbeque area.

We understand the owner's corporation have undertaken to include painting of the residential dwellings as part of the owners corporations work. All other work associated with the residential lots including lot gardens and the building structure are understood to not form part of the common property and are excluded from this sinking fund assessment.

The common areas including roads, curbs, concrete paths, pool areas and gardens appear well maintained.

3. Valuation Methodology

This sinking fund assists the units plan owners in estimating the money it should set aside each year for anticipated sinking fund expenditure. This good property management recognises that all lot owners contribute to a buildings wear and tear and that they should contribute to the costs of reinstating the wear and tear.

This independent and unbiased sinking fund assessment is prepared to assist owners in estimating the funds they should set aside each year for the buildings anticipated capital expenditure.

3.1 Benefits of future planning

This sinking fund includes assets anticipated to require capital expenditure within the next 10 years. This future planning:

- Spreads the cost of capital reinstatement over a number of years;
- Reduces the financial pressure of large special levies;
- Improves a units plan cash flow provision;
- Improves a units plan ability to react to sudden or emergency events;
- Improves the capital value of each lot;
- Maintains the buildings desired appearance and performance;
- Can assist in reducing owner contributions if invested sinking fund interest contributes towards sinking fund levies.

3.2 Included assets

The included sinking fund assets are understood to be the responsibility of the owners corporation which can not be economically repaired or maintained without reinstatement.

The sinking fund excludes regular administration, repairs and maintenance costs.

QS Solutions has reviewed the unit plan and have prepare the report on the verbal advise as provided during the inspection. No architectural plans, services plans, by-laws or other agreements were provided when preparing the report.

3.3 Reinstatement years

While an asset's life can be extended indefinitely with unlimited expenditure on repairs and maintenance it is assumed that the asset's effective lives end when it is no longer economic to maintain them.

The reinstatement year is the number of years until the asset is anticipated to reach the end of its effective life for its intended purpose and will be wholly or substantially reinstated. These life expectancies are based on our site inspection and the following factors:

- Its age, current condition and insured duration;
- Historical performance of the asset and similar assets in comparable buildings;
- Local conditions and its ability to carry out its intended function;
- The owners corporations required standards.

3.4 Reinstatement costs

Reinstatement costs are the estimated costs to restore assets back to their original standard.

The costs:

- Assume the work will be carried out by qualified and independent tradespeople;
- Are at the date noted in the report;
- Consider the availability of replacement parts;
- May allow for partial restoration or total replacement;
- Exclude GST. Owners should consider their requirements for collecting and paying GST when reviewing the sinking fund.

3.5 Inflation rate

The estimated building inflation rate is anticipated over the life of the sinking fund. Variances in inflation can significantly impact a sinking funds cash position and it is recommended the sinking fund be periodically updated to address inflation discrepancies.

4. Reviewing & Refining

Variations to this sinking fund are likely due to future unforeseen events and the owners corporation should periodically review and refine the sinking fund to ensure reasonable funds are available for future expenditure.

4.1 Why review

The sinking fund assessment is an estimate based upon all available information and the predicted impact of reasonably foreseeable events at the date of the report. It uses a number of assumptions in an attempt to provide an indication of the required annual sinking fund contributions. Reinstatement assets, durations, costs and inflation rates are intended as a guide for the purpose of contributing a reasonable annual allowance to the sinking fund. As an integral property management tool, sinking funds should be regularly refined as the building ages to ensure quality expectations can be met and anticipated expenses included.

4.2 Refining

Owners can improve the accuracy of anticipated sinking fund contribution and expenditure obligations by:

- Regularly reviewing the building's condition and excluding any redundant future expenses and budgeting for previously unforeseen expenses;
- Ensuring that all included assets are the responsibility of the owners corporation;
- Considering the consequences of allowing assets to deteriorate past their effective life when estimating reinstatement dates;
- Ensuring reasonable reinstatement costs for the anticipated scope of work;
- Including a reasonable contingency allowance and inflation rate;
- Allowing for possible expenses due to changes in legislation or other items identified in the general exclusions section of this report;
- Obtaining expert independent advice from maintenance contractors or specialist consultants if unsure about a particular item;
- Focusing on assets with high annual maintenance and sinking fund contribution costs.

Any adjustment to the sinking fund will require the report to be recalculated by QS Solutions.

5. Information for Substantiation

This report is based on our understanding of the sinking fund requirements of the units plan owners.

5.1 Site inspection

This capital works fund is an update of the original inspection dated 7 October 2020 and report dated 21 April 2021. This capital works fund assumes the assets reinstatement durations and costs remain as anticipated and have been updated with the opening balance to start from 1 February 2024.

During the original inspection common property assets were identified and inspected where possible. The life expectancy and reinstatement cost of these assets was assessed and the annual contributions and expenditure calculated based on an appropriate inflation rate.

When unable to examine an asset we have assumed it's condition and method of construction bearing in mind the age and character of the property.

5.2 General inclusions and exclusions

Unless specifically noted the sinking fund makes no allowance for expenditure resulting directly or indirectly from:

- Unforeseeable events;
- Changes to the use of the building;
- Building defects, water damage, termites or pests;
- Insurance work;
- Work to comply with government legislation, building codes, Occupational Health and Safety or Australian Standards.

Commercial and technological obsolescence is considered when determining the effective life of an asset. Obsolescence can be difficult to predict as asset parts may no longer be available or more cost effective alternative may become available.

5.3 Specific exclusions

Assets anticipated to not require sinking fund expenditure within the next 10 years include:

- The residential lots and their associated structures and gardens including fencing between lots is excluded as understood to not form part of the owners corporations responsibility.
- Installing a security recording system or replacing dummy security cameras.
- Letter box's including structure and street numbers which we understand are being maintained by lot owners.
- Costs associated with storm water pits, pipes and detention tanks including cleaning.
- Street furniture including metal bench seats & chairs.
- Paving paint to coloured concrete.
- Main property signage.
- Power pillar boxes, authority water mains, electrical mains and sewer mains as understood to be the supply authority's responsibility.
- Street lighting which we understand is maintained by the supply authority and not the owner corporation.

The capital works fund excludes costs under \$2,000 which the owners corporation are treating as an administration fund expense. This includes costs such as

- Pool filtration equipment including pumps, filters, chlorine cell & chemical dosing.
- Common toilet including finishes, structure and painting.
- Pool furniture.
- Irrigation pumps & controls.

5.4 Specific inclusions

Assets anticipated to require sinking fund expenditure within the next 10 years include:

- External paint of residential lots which we understand the owners corporation have undertaken to complete.
- 50% of fencing & gates costs between common property and lot owners property.

6. Sinking Fund Analysis

The following contribution and expenditure table analysis provide a list of sinking fund assets and their reinstatement dates and costs within 10 years. The list is an estimate based on information available at the time of the report and should be regularly reviewed and updated.

The contribution table assesses the finds to be collected while the expenditure table shows the cost to carry out the work. The tables refer to financial years and the asterisk (*) indicates the year in which each asset will be reinstated.

6.1 Asset Contributions

The contributions table analysis overleaf calculates the annual funds to be set aside for each asset. This highlights the impact each asset has on sinking fund and insures sufficient fund area available to reinstate each asset when required.

The sum of the sinking fund accumulation row is recalculated in the Sinking fund levies row to provide annual sinking fund levies after deducting the existing sinking fund balance.

6.2 Asset Expenditure

The expenditure analysis shows when funds will be withdrawn from the sinking fund. The expenditure costs are at the date of reinstatement and include for inflation.

6.3 Summary

The following recommended levies and expenditure columns are from the asset contribution and expenditure tables.

The summary does not consider assets individually which could result in insufficient levies being raised if unexpected sinking fund expenditure occurs.

The summary should only be relied upon once the contribution and expenditure analysis have been reviewed and fully understood.

UP3440, 11 Joy Cummings Place, Belconnen ACT				
Annual sinking fund cashflow excluding GST				
Financial Year	Opening balance	Levies at 4% increase PA	Anticipated Expenditure	Closing balance
2024-2025	618,565	94,267	31,934	680,898
2025-2026	680,898	98,037	666,081	112,854
2026-2027	112,854	101,959	71,643	143,169
2027-2028	143,169	106,037	36,409	212,797
2028-2029	212,797	110,279	12,744	310,332
2029-2030	310,332	114,690	76,520	348,502
2030-2031	348,502	119,277	22,721	445,058
2031-2032	445,058	124,048	9,260	559,846
2032-2033	559,846	129,010	30,980	657,877
2033-2034	657,877	134,171	20,377	771,670

7. Disclaimer

This sinking fund assessment has been prepared for the sole purpose of calculating the estimated annual sinking fund contributions to allow for anticipated sinking fund expenditure. It should not be used for any other purpose.

The contents of this assessment are confidential to the instructing party and essential parties dealing with the units plan fund and are not to be distributed to anyone else without the agreement of QS Solutions, which agreement will not be unreasonably withheld. QS Solutions does not accept any contractual, tortious or other form of liability for any consequences, loss or damage that may arise as a result of any other person acting upon or using this assessment.

It is intended that this assessment will be read in full and no responsibility is accepted for later extractions, amendments, interpretations or distribution of parts of the contents of this assessment to any party.



Certificate of Compliance for a Regulated Swimming Pool

20 Dec 2024

This certificate is issued under Part 5A of the Building Act 2004.


Regulated swimming pool owner details

Name/s	Units Plan No. 3440 Canberra Lake Estate
Postal Address	11 Joy Cummings Place, Belconnen Australian Capital Territory, 2617 Australia
Contact Phone Number	+6102 6260 3722
Email	lily@linkservices.com.au

Location of regulated swimming pool

Street address	11 Joy Cummings Place Belconnen 2617 Australian Capital Territory Australia
Section	87
Block	13


Status of compliance of regulated swimming pool against the prescribed safety standards

Status	 Compliant
--------	---

Signature

As the person authorised to issue this certificate, I certify that -

- I have assessed the regulated swimming pool in accordance with the requirements of the Act, and
- the information provided in this certificate and any accompanying documents is true and correct.

Name	Chris Thynne
Authorised Person ID Number	SP0009
Signature	
Date	20 Dec 2024

Swimming Pool Disclosure Statement

Pursuant to section 10B of the Civil Law (Sale of Residential Property) Regulation 2004 (ACT)

Owner	Xiaowen Zhao & Hai Tao Shao				
Location	Units Plan #	Block	Section	Division/District	UP Class
	66	13	87	Belconnen	B

The Owner states, to the best of the Owner's knowledge and belief and as accurately as the Owner has been able to find out:

	Statement:
(a) When the Owner purchased the premises;	In or about 2010
(b) When the premises were built (UP Registration Date);	On or about 09/02/2010
(c) if the premises were built by the Owner - building approval for the premises was granted;	Not applicable
(d) When construction of the pool was completed;	On or about 09/02/2010
(e) any alterations to the pool were completed;	Not to Seller's knowledge

Standing exemptions:	Statement:
Does a standing exemption apply to the pool?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, the circumstances for the exemption are:	<p>The following standing exemption applies:</p> <p><input type="checkbox"/> a regulated swimming pool that is a demountable pool in place for not more than 3 consecutive days;</p> <p><input type="checkbox"/> a regulated swimming pool built before 1 May 2023 that is a spa (wherever located) covered and secured by a lockable child- resistant structure (such as a door, lid, grille or mesh) that—</p> <p style="margin-left: 20px;">(a) is of substantial construction and having no opening through which it is possible to pass a testing apparatus, and</p> <p style="margin-left: 20px;">(b) is securely fastened by a device that is itself of substantial construction and has no opening through which it is possible to pass a testing apparatus;</p> <p><input type="checkbox"/> a regulated swimming pool built before 1 May 2023 that is a spa (located on apartment balcony) if the balcony is accessible only through self-closing and self latching doors or windows.</p>

Note: a copy of the notifiable instrument made under the Building Act 2004 (ACT), section 83H may also be required

Pool Owner Guidance Material

The ACT Government is committed to avoiding preventable deaths and serious injuries from fatal and non-fatal drownings in home swimming pools and spas in the ACT.

New rules aim to protect the public by making sure that home swimming pools and spas in the ACT have a safety barrier that is compliant with modern safety standards and that they are maintained.

This document outlines the obligations for people who own a property with a *regulated swimming pool* for the period 1 May 2024 to 30 April 2028.

Regulated swimming pools

The new rules apply to regulated swimming pools, which are home swimming pools or spas that are:

- capable of containing water to a depth greater than 30cm; and
- associated with a residential building such as a house, unit, townhouse or block of apartments.

This includes in-ground and above-ground pools, temporary and permanent pools, wading pools, demountable pools, portable pools, kids' pools and spas.

If your inflatable pool can be deflated and inflated and does not have a filtration system you are not covered by the scheme. If any part of the pool requires assembly other than inflation (i.e. has a frame), or if the pool uses or comes with a filtration system, it is a demountable pool and therefore covered by the scheme.

Scheme commencement and transition period

The scheme commences on 1 May 2024, with a four-year transition period for homeowners to have a compliant safety barrier for their regulated swimming pool or obtain an exemption.

Compliant safety barrier

From 1 May 2028, it will be an offence to have a regulated swimming pool that does not have a safety barrier which meets the prescribed safety standards unless an exemption applies.

For pools built, altered or installed before 1 May 2023, the safety standards are:

- the current version of the Building Code of Australia (NCC 2022); and
- two Australian Standards which are Part 1 and Part 2 of Australian Standards for Swimming pool safety.
 - Part 1 (AS 1926.1 – 2012) relates to safety barriers for swimming pools
 - Part 2 (AS 1926.2 – 2007) is about the location of safety barriers

The Building Code and these two Australian Standards are the current safety standards which stop young people accessing pools and lessen the risk of drowning.

The changes that need to be made to swimming pool and spa safety barriers to make them compliant with the prescribed safety standards will depend on the type of safety barrier that is currently in place and the location of the swimming pool or spa in relation to other buildings, structures and boundary fences on the property. Information about what changes you may need to make can be found in the factsheets on the [Home Swimming Pool Safety Reforms](#) webpage on the ACT Government planning website.

Pools built, altered or installed on or after 1 May 2023 must meet:

- the Building Code of Australia as adopted in the ACT at the time the swimming pool or spa is built or altered; and
- the Australian Standards called up by the Building Code at the time the swimming pool or spa is built or altered.

Exemptions

Under the scheme, there are some circumstances where a pool is not required to comply with the prescribed safety standards and the owner of the premises does not need to apply for an exemption.

Date of pool construction	Before 1 May 2023	On or after 1 May 2023
A demountable pool that will not be in place for more than three consecutive days	Yes	Yes
A spa which is covered and secured by a lockable child-resistant structure (such as a door, lid, grille or mesh) that meets the prescribed requirements	Yes	A lockable child-resistant structure will be permitted if it satisfies the prescribed safety standard
A spa that is located on the balcony of an apartment where self-closing and self-latching doors and/or windows restricts access	Yes	A spa located on a balcony must comply with the prescribed safety standard

There are also circumstances where homeowners or owners corporations can apply for an exemption from compliance if the pool is unable to have a safety barrier compliant with the prescribed safety standards.

Date of pool construction	Before 1 May 2013	Between 1 May 2013 and 30 April 2023	On or after 1 May 2023
A swimming pool area is unable to physically accommodate a safety barrier compliant with the prescribed safety standard	Yes	No	No
Compliance with the prescribed safety standard would be reasonably likely to require approval to remove a protected tree	Yes	No	No
Compliance would have a significant adverse effect on the heritage significance of a place or object registered under the <i>Heritage Act 2005</i>	Yes	No	No
Compliance would prevent a person with a disability from accessing the swimming pool	Yes	Yes	No
Documented plans to remove and not replace the swimming pool within 24 months	Yes	Yes	No

Offences and penalties apply for failing to notify of a change of circumstances that affects a ground on which an exemption was granted, and for failing to comply with a condition of an exemption.

Compliance certificates

Pools built, altered or installed before 1 May 2013 will need to obtain a compliance certificate before 1 May 2028 and lodge it with Government within 30 days of issue. Compliance certificates obtained during the transition period will be valid until 1 May 2032.

Pools built, altered or installed on or after 1 May 2013 are not required to obtain a compliance certificate by 1 May 2028 or lodge it with Government. This does not prevent a compliance certificate being obtained before then.

Offences and penalties may apply for failing to meet these obligations.

Maintaining safety around home swimming pools and spas

From 1 May 2024, all owners of a property with a swimming pool or spa are required to maintain their swimming pool or spa safety barriers as an effective and safe child-resistant barrier. All residents of a property with a swimming pool or spa must ensure that all doors, gates and covers providing access to the swimming pool or spa are kept securely closed when not in use. Offences and penalties may apply for failing to meet these obligations.

More information

For more information on the reforms and what they mean for you and your pool, including disclosure obligations on sale or lease of your property, visit the [Home Swimming Pool Safety Reforms](https://www.planning.act.gov.au/projects-priorities/home-swimming-pool-safety-reforms) webpage on the ACT Government planning website: <https://www.planning.act.gov.au/projects-priorities/home-swimming-pool-safety-reforms>



Residential REPORTS



PRESALE REPORT

66/11 Joy Cummings Place

Belconnen

REPORT PREPARED

26 August 2025



35 Poynton Street Hughes



6288 0402



info@residentialreports.com.au

ADDRESS	66/11 Joy Cummings Place Belconnen	
CLIENT	Hai Shao & Xiaowen Zhao	
OCCUPANCY STATUS	occupied - the dwelling was furnished at the time of inspection	
INSPECTOR - Mick Ffrench	INSPECTION DATE - 25 August 2025	WEATHER CONDITIONS - Fine
JOB REFERENCE - 44220	BLOCK - 13	SECTION - 87

INSPECTION DATA SUMMARY

YEAR OF DEVELOPMENT (APPROX. ISSUE OF FIRST CERTIFICATE OF OCCUPANCY)	<ul style="list-style-type: none"> 2009
AREA DETAILS (APPROX. SQM)	<ul style="list-style-type: none"> Residence – 166 sqm Garage - 21.5 sqm Block size – 250 sqm
WALL CONSTRUCTION	<ul style="list-style-type: none"> brick veneer construction. For more information: visit residentialreports.com.au, click on 'resource library' and refer to the publication - Brick Veneer Walls
ROOF CONSTRUCTION	<ul style="list-style-type: none"> timber truss construction metal deck roof covering
FLOOR CONSTRUCTION	<ul style="list-style-type: none"> concrete slab to the ground floor, suspended timber to the upper level
ENERGY RATING	<ul style="list-style-type: none"> 6 stars
CONSTRUCTION	<ul style="list-style-type: none"> the dwelling is of adequate construction and structural workmanship for this type of residential development and its condition is commensurate with the era of construction, design, age and use
MAINTENANCE	<ul style="list-style-type: none"> there are maintenance items detailed in this report, please read the entire report
TIMBER PEST REPORT	<ul style="list-style-type: none"> no evidence of active subterranean termites (live species) was found at the time of our inspection Please read Timber Pest Overview & Recommendations
COMPLIANCE REPORT	<ul style="list-style-type: none"> For details on structures in this block and section, see the compliance report

IMPORTANT: *This report is intended to be read in its entirety. You must carefully read the full document including Detailed Inspection Information, Warranty & Use and Scope & Limitations prior to making any critical decisions.* The above Data Summary is supplementary to the Report and should not be used as a standalone reference. It is imperative to review the complete Report and in the case of any discrepancies between the Report and the above comments, the information in the detailed Report is the final authority. The reader is requested to immediately contact us if any content is not fully understood and requires clarification or further explanation. We value the opportunity to work on this inspection project and wish you all the best as you evaluate this property.

Signed on behalf of:

[Residential Reports Pty Limited ABN 38 609 880 122](#)

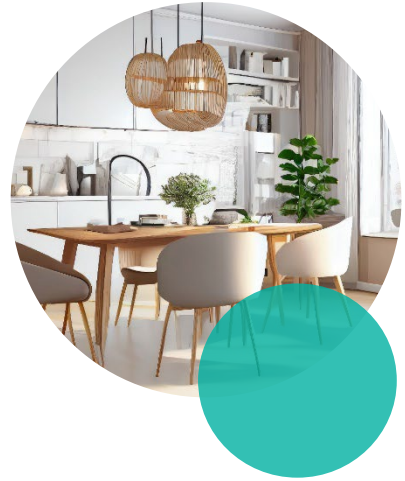
Mick Ffrench

Mick Ffrench

Building & Timber Pest Assessor ~ Pest Control Licence Number: 0858 (ACT) 5068195 (NSW)

INSPECTION SCOPE – INTRODUCTION FOR THE READER

The reader must refer to the comprehensive Warranty & Use and Scope & Limitations at the end of this report. This report is written with reference to the Australian Standards outlined in our Scope & Limitations and is the result of a largely visual inspection only as required by the Standards. The inspection has been conducted to identify notable defects, insofar as an inspector can reasonably identify them and considering the building's age. Comments are provided primarily for items that could impact property value, normal wear and tear for an older building may not be detailed. If there are any discrepancies between the "Summary" and the Detailed Report, the Detailed Report should be relied upon. Where testing is undertaken and there are adverse findings, details will be noted. We do not inspect features such as electrical appliances, utilities, or swimming pool/s and equipment; qualified technicians should be consulted. This report does not quantify ongoing maintenance, upgrades, cosmetic works, or minor defects. If present, significant defects will be noted, and further investigation may be recommended. Where reference has been made to termites (live species, activity or prior activity) and maintenance or defects of significance, we strongly advise that prior to making any critical decisions, that the services of a suitably qualified tradesperson be engaged to quantify remedial action. Report comments may seem repetitive to emphasise that all inspected elements have been reviewed and a summary of inspection items is included at the end of the report for your reference.



STANDARD INDICATORS EXPLAINED

Our Inspector uses the terms below to describe the condition of building elements. The inspection is visual and conducted under normal lighting. These terms consider factors like the building's age, construction quality and type. Keep in mind that what is considered "good" may vary between an older and a modern building. There are no estimates for repair costs reported, as these depend on your service provider and chosen action:

GOOD	The feature is generally in good condition and does not require major repairs. Minor imperfections in the finish or structure may be present. For elements like windows and doors, the observation refers to a visual inspection only, focusing on substantial defects affecting the property, not operational issues.
FAIR	The feature is functional but has deteriorated and would benefit from cosmetic or remedial repair work.
POOR	The feature in the inspector's opinion, requires remedial action. Repairs or replacement are considered necessary rather than discretionary.
NO SIGNIFICANT DEFECTS	This condition is applied when no significant structural or functional defects are observed. Minor issues may be present, and any remedial action is discretionary.
DEFECTS HAVE BEEN IDENTIFIED	This condition is applied where the inspector has identified defects that require remedial action or investigation considered necessary rather than discretionary.



IMPORTANT NOTE

Your inspector has conducted a comprehensive visual site assessment following Australian Standards for the Building Report and Timber Pest Report. Whilst the reports are considered separate, we've organised all the data for each area into a single table for your convenience. For example, when commenting on fences, you'll find information on both building maintenance and pest considerations in the one table. Where suspected water leakage, termite activity, active or latent, or building defects have been identified in this report, we strongly suggest further investigation. **The reader must refer to the comprehensive Warranty & Use and Scope & Limitations contained in this report as it contains important advice for intending purchasers and for the owner of this building.** A proactive approach to building maintenance and timber pest management is essential to the upkeep of the property.

GENERAL REPORT NOTES:

- there is some minor settlement cracking to some of the cornice mitred corners in multiple areas of the dwelling, this is a cosmetic matter and repairs would be discretionary

INTERIOR

Entrance

ceilings and cornices	good
architraves and skirting boards	fair to good
walls	good
doors and windows internal	good

Main Bedroom

ceilings and cornices	<p>fair</p> <ul style="list-style-type: none"> • there are water stains on the ceiling and cornice, electronic moisture meter testing and our visual inspection did not identify any current water leakage at the time of inspection. It is not possible to determine when the leakage occurred, and under what circumstances, or to eliminate the possibility of further leakage in the future, we recommend monitoring changes and consulting a suitably qualified expert if required
architraves and skirting boards	fair to good
walls	<p>fair</p> <ul style="list-style-type: none"> • there is some minor movement cracking to the wall lining - this is a cosmetic matter and repairs required are minimal • there are water stains on the wall lining, electronic moisture meter testing and our visual inspection did not identify any current water leakage at the time, therefore it is not possible to determine when the leakage occurred, and under what circumstances, or to eliminate the possibility of further leakage in the future. We recommend monitoring changes and consulting a suitably qualified expert if required
doors and windows internal	good

Bedroom One

ceilings and cornices	fair <ul style="list-style-type: none">the ceiling lining is stained in some areas, we are unable to determine the cause, however the area was dry at the time of inspection. While no current signs of leakage were found, we recommend monitoring for any changesthere is cracking evident to the cornices in some areas
architraves and skirting boards	fair to good
walls	good
doors and windows internal	good

Bedroom Two

ceilings and cornices	good
architraves and skirting boards	fair to good
walls	fair <ul style="list-style-type: none">there is some minor movement cracking to the wall lining - this is a cosmetic matter and repairs required are minimal
doors and windows internal	good

Ensuite

ceilings and cornices	fair to good
architraves and skirting boards	good
walls	good
doors and windows internal	fair to good <ul style="list-style-type: none">the latchset requires minor adjustment on ensuite door
vanity/hand basin	good
shower screen	good
toilet suite	good
ventilation	<ul style="list-style-type: none">ceiling fan unit (with heat lamps)one of the heat lamps is not working
water leakage	<ul style="list-style-type: none">no water leakage detected in accessible areas
wall tiles	good
floor tiles	good
fit-out	good
hardware, fixtures and fittings	good

Powder Room	
ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good
toilet suite	good
vanity/hand basin	good
water leakage	<ul style="list-style-type: none"> no water leakage detected in accessible areas
ventilation	<ul style="list-style-type: none"> ventilation is provided by a ceiling mounted exhaust fan
wall tiles	good
floor tiles	good
hardware, fixtures and fittings	good

Bathroom and Toilet	
ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	fair to good <ul style="list-style-type: none"> the latchset requires minor adjustment on bathroom door
vanity/hand basin	good
shower screen	good
ventilation	<ul style="list-style-type: none"> ceiling fan unit (with heat lamps)
toilet suite	good
water leakage	<ul style="list-style-type: none"> no water leakage detected in accessible areas
wall tiles	good
floor tiles	fair to good <ul style="list-style-type: none"> the floor tile grouting requires repairs in the shower recess
fit-out	good
hardware, fixtures and fittings	good

Laundry	
ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good
laundry tub	good
water leakage	<ul style="list-style-type: none"> no water leakage detected in accessible areas
ventilation	<ul style="list-style-type: none"> ventilation is provided by a ceiling mounted exhaust fan
wall tiles	good
floor tiles	good
hardware, fixtures and fittings	fair <ul style="list-style-type: none"> the laundry tub tap is loose and requires refixing

Kitchen/Living/Dining Area	
ceilings and cornices	good
architraves and skirting boards	fair to good
walls	fair <ul style="list-style-type: none"> • there is some minor movement cracking to the wall lining - this is a cosmetic matter and repairs required are minimal
doors and windows internal	fair <ul style="list-style-type: none"> • the external sliding door requires adjustment or repair to ensure smooth operation
sink	good
splashback	good
ventilation	<ul style="list-style-type: none"> • ventilation is provided by an externally ducted range hood
hardware, fixtures and fittings	good
kitchen fit-out	good

First Floor Hallway/Landing	
ceilings and cornices	good
architraves and skirting boards	fair to good
walls	good
doors and windows internal	good

Ground Floor Hallway	
ceilings and cornices	good
architraves and skirting boards	fair to good
walls	fair <ul style="list-style-type: none"> • there is some minor movement cracking to the wall lining - this is a cosmetic matter and repairs required are minimal
doors and windows internal	good

Steps and Stairs	
steps and stairs internal	fair <ul style="list-style-type: none"> • there is cracking evident at the wall lining/stair join line
balustrades and handrails	good
ceilings and cornices	fair <ul style="list-style-type: none"> • there is some minor movement cracking to the ceiling lining - this is a cosmetic matter and repairs required are minimal
walls	fair <ul style="list-style-type: none"> • there is some minor movement cracking to the wall lining - this is a cosmetic matter and repairs required are minimal

Roof Cavity	
insulation	<ul style="list-style-type: none"> the roof cavity is insulated with fibreglass batts
sarking	<ul style="list-style-type: none"> insulated sarking has been installed in the roof cavity
roof construction	<ul style="list-style-type: none"> timber truss construction
termites - roof void	<ul style="list-style-type: none"> no active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection
wood decay - roof void	<ul style="list-style-type: none"> no evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection
borers - roof void	<ul style="list-style-type: none"> no evidence of borer damage was sighted in areas accessible at the time of the inspection

Interior/Main Dwelling	
termites - interior	<ul style="list-style-type: none"> no active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection
wood decay - interior	<ul style="list-style-type: none"> no evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection
borers - interior	<ul style="list-style-type: none"> no evidence of borer damage was sighted in areas accessible at the time of the inspection

Inspection Items	
roof exterior	<p>no significant defects</p> <ul style="list-style-type: none"> metal deck roof covering
gutters and downpipes	<p>no significant defects</p> <ul style="list-style-type: none"> gutters are retaining water in some areas. Realignment to ensure that they drain correctly may be a consideration. Gutters that retain water tend to rust through prematurely
eaves, fascia and barge ends	no significant defects
wall construction exterior	<p>no significant defects</p> <ul style="list-style-type: none"> brick veneer construction with rendered exterior there are cracks in the rendered walls, while the cracks were not considered to be structurally significant at the time of our inspection, they should be monitored over time to ensure that there is no ongoing movement efflorescence is present on the wall surface of rear pillars, efflorescence occurs when excess salts within the masonry are leached to the surface due to water transfer. It is typically seen as white salt deposits on the surfaces of concrete pavement or mortar between bricks or tiles. Efflorescence is typically only of aesthetic concern and does not pose any structural threat to the concrete or mortar For more information: visit residentialreports.com.au, click on 'resource library' and refer to the publication - Efflorescence in Masonry Walls
doors and windows external	<p>no significant defects</p> <ul style="list-style-type: none"> resealing around entry door frame is recommended
floor construction	<p>no significant defects</p> <ul style="list-style-type: none"> concrete slab to the ground floor, suspended timber to the upper level there is no evidence that the floor has any significant defects, floor coverings prohibit a visual inspection so it is possible that some minor defects may be concealed
driveway	<p>no significant defects</p> <ul style="list-style-type: none"> there is some movement cracking in the driveway
paths and paving	no significant defects
fences and gates	<p>no significant defects</p> <ul style="list-style-type: none"> vegetation and screening in some areas of the fence line limited our inspection. We were unable to determine the condition of the fencing in those areas

Garage	
description	<ul style="list-style-type: none"> • single garage with internal access
roof exterior	<p>good</p> <ul style="list-style-type: none"> • metal deck roof covering
gutters and downpipes	good
wall construction exterior	<p>fair</p> <ul style="list-style-type: none"> • brick construction • efflorescence is present on the wall surface, efflorescence occurs when excess salts within the masonry are leached to the surface due to water transfer. It is typically seen as white salt deposits on the surfaces of concrete pavement or mortar between bricks or tiles. Efflorescence is typically only of aesthetic concern and does not pose any structural threat to the concrete or mortar • For more information: visit residentialreports.com.au, click on 'resource library' and refer to the publication - Efflorescence in Masonry Walls • there are cracks in the rendered walls, while the cracks were not considered to be structurally significant at the time of our inspection, they should be monitored over time to ensure that there is no ongoing movement
floor construction	<p>good</p> <ul style="list-style-type: none"> • concrete slab construction • there is no evidence that the floor has any significant defects, stored goods prohibit a visual inspection of some areas so it is possible that defects may be concealed
doors	<p>good</p> <ul style="list-style-type: none"> • one panel lift door has been fitted
walls	good
ceilings and cornices	<p>fair</p> <ul style="list-style-type: none"> • there are water stains on the ceiling, electronic moisture meter testing and our visual inspection did not identify any current water leakage at the time of inspection. It is not possible to determine when the leakage occurred, and under what circumstances, or to eliminate the possibility of further leakage in the future, we recommend monitoring changes and consulting a suitably qualified expert if required
doors and windows internal	good
termites - garage	<ul style="list-style-type: none"> • no active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection
wood decay - garage	<ul style="list-style-type: none"> • no evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection
borers - garage	<ul style="list-style-type: none"> • no evidence of borer damage was sighted in areas accessible at the time of the inspection

Deck	
decking timbers	<p>fair</p> <ul style="list-style-type: none"> the deck substrate timbers could not be inspected because of the low clearance to the ground. However, our inspection indicated that there are no significant structural problems oiling or staining may be a consideration
deck support posts	<p>no condition has been applied</p> <ul style="list-style-type: none"> deck support posts are obscured, we are unable to comment on their condition
structural integrity	good
termites - deck	<ul style="list-style-type: none"> no active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection
wood decay - deck	<ul style="list-style-type: none"> no evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection
borers - deck	<ul style="list-style-type: none"> no evidence of borer damage was sighted in areas accessible at the time of the inspection

First Floor Balcony	
patio construction	<p>fair</p> <ul style="list-style-type: none"> tiled floor construction there are cracked/chipped tiles in some areas
balustrades and handrails	good
drainage	<p>good</p> <ul style="list-style-type: none"> drainage appears to be directed away from the dwelling, however, this was not tested at the time of inspection
termites - balcony	<ul style="list-style-type: none"> no active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection
wood decay - balcony	<ul style="list-style-type: none"> no evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection
borers - balcony	<ul style="list-style-type: none"> no evidence of borer damage was sighted in areas accessible at the time of the inspection

TIMBER PEST - OVERVIEW & RECOMMENDATIONS

Overall risk - pest	<ul style="list-style-type: none"> considering all of the relevant factors, it is our opinion that the overall degree of risk of timber pest infestation to the property is MODERATE to HIGH - we strongly recommend that regular inspections are undertaken
Evidence of timber pests	<ul style="list-style-type: none"> no evidence of active subterranean termites (live species) was found at the time of our inspection
Evidence of a termite nest	<ul style="list-style-type: none"> no, please read the report in full
Evidence of a pest treatment	<ul style="list-style-type: none"> we found no evidence of any recent termite treatment or durable notice at the time of inspection
Pest treatment required?	<ul style="list-style-type: none"> considering there is no evidence of a pest treatment, we recommend that a regular pest management program in accordance with Australian Standard 3660.1 to prevent subterranean termites from infesting the property be implemented. A proactive approach to Timber Pest Management will offer the highest protection for the building. A management proposal can be obtained by contacting our office on 6288 0402, or please contact your regular inspector.
We recommend pest inspections are conducted every:	<ul style="list-style-type: none"> 6 to 12 months
Drainage and ventilation	<ul style="list-style-type: none"> not applicable, slab on fill construction
Mould	<ul style="list-style-type: none"> mould was found in the following areas: ceiling in garage <p>Mould on walls and ceilings etc; is an indicator of high moisture or very poor ventilation. If reported you should commission further investigation by a builder or an Industry Hygienist as its presence may indicate a water leak, wood decay or termites behind the wall or ceiling sheeting.</p>
Weep holes	<p>Were the weep holes clear allowing the free flow of air?</p> <ul style="list-style-type: none"> yes <p>Weep holes are small openings that allow water to drain from within an assembly. Weeps are located at the bottom of the building to allow for drainage. It is important that soil, lawn, concrete paths or pavers do not cover the weep holes. Sometimes they have been covered during the rendering of the brick work. They should be clean and free flowing. Covering the weep holes in part or in whole may allow undetected termite entry.</p>
Slab edge exposure	<p>Is the slab edge exposed?</p> <ul style="list-style-type: none"> no, not applicable as construction is an infill slab <p>Where external concrete slab edges are not exposed there is a high risk of concealed termite entry. In some buildings built since July 1995 the edge of the slab forms part of the termite shield system. In these buildings an inspection zone of at least 75mm should be maintained to permit detection of termite entry. The concrete edge should not be concealed by render, tiles, cladding, flashings, adjoining structures, paving, soil, turf or landscaping etc. Where this is the case, you should arrange to have the slab edge exposed for inspection. Concealed termite entry may already be taking place but could not be detected at the time of the inspection. This may result in concealed timber damage.</p>
Termite shields (ant caps)	<p>In our opinion the termite shields appear to be:</p> <ul style="list-style-type: none"> not applicable, concrete slab construction <p>Termite Shields should be in good order so termite workings are exposed and visible. This helps stop termites gaining undetected entry.</p>

Hot water, air conditioning and water tanks	<p>Units that release water alongside or near to building walls need to be connected to a drain. If this is not possible then their water outlet needs to be piped several meters away from the building, as the resulting wet area is highly conducive to termites.</p> <p>Is there a need for work to be carried out?</p> <ul style="list-style-type: none"> ● not applicable to this property
General recommendations	<ul style="list-style-type: none"> ● As this property is located in an area where subterranean timber pests are commonly found we strongly recommend that you have regular inspections carried out no later than every 6 - 12 months (or as specifically recommended above) to ensure that there is no termite activity present in your buildings and structures. ● Large trees (particularly eucalypt variety) are regular nesting sites for the most common termite species found in our region. Trees on the property have been visually inspected up to a height of 2 metres, where possible and practicable for signs of termite activity. It is however, very difficult and generally impossible to locate a termite nest visually as they are underground and evidence in trees is usually well concealed. Drilling and testing of large trees is recommended to determine if they are harbouring a termite nest. ● Garden beds, mulch and foliage against the structure can create conditions that are highly conducive to timber pest attack. Clearing is recommended.

It should be noted that if the risk factor specified in this report is considered to be high it is encouraging awareness that increased vigilance is warranted. Any recommendations regarding reducing conditions that are conducive to timber pests or frequency of inspections must be observed. If termite activity, active or latent, has been identified in this report, we strongly suggest an invasive inspection is carried out. To safeguard against potential timber pest attack, we recommend that a full inspection be undertaken every 6-12 months at a minimum or as specifically recommended above. We strongly encourage the property owner to consider implementing a Timber Pest Preventative Management Plan, which includes periodic Termite Inspections. A proactive approach will help ensure the ongoing protection of the property. Please call our office on 6288 0402 for advice and information or to arrange a customised schedule for this building or contact your regular inspector.



Plan No. (if applicable)	Description	Date of COU Approvals (Certificate of Occupancy)	Comments
082854/A+/B	townhouse & garage - unit 66	24/09/2009	
	deck		• approval is not required
	shade sail		• approval is not required

COMPLIANCE REPORT NOTATION

IMPORTANT NOTE - We obtained a Building File from Access Canberra to complete this Compliance Report. This report relates to Building and Development approvals only. The building file may contain floor plans, elevations, Certificates of Occupancy & Use, index, survey reports, and drainage plans. Our report is based on examining these documents and conducting a visual inspection, focusing on compliance matters from the provided file. Please be aware that if plan details are unclear or compromised, we are not liable for any omissions or errors. Refer to more details about Compliance in our Scope & Limitations. For information regarding current dimensions and approvals you can visit: planning.act.gov.au/topics/design_build/da_assessment/exempt_work

EASEMENTS - An easement is a section of land registered on your property which gives another party the right to access it for a specific purpose. An example is a section of the property that contains municipal services such as electricity, or drainage infrastructure. If a structure requires approval and is located on an easement the appropriate utility provider is consulted during the certification process and it is they who determine if an application for approval will be supported.

TCCS, PLUMBING & ELECTRICAL APPROVAL - If this report notes structures or alterations that require Transport Canberra & City Services (TCCS), Plumbing or Electrical Approval or cites plumbing and electrical additions and or alterations, please note that approval may have been granted, however, documentation is not provided in the building file. The Environment & Planning Directorate or the owner may have further information.

DEVELOPMENT APPROVAL - If this report identifies structures that require Development Approval, information relating to the status of Development Approvals will be shown on the Lease Conveyancing Enquiry provided by the solicitor. This will be included in the Conveyancing Contract for Sale. The status of a pending Development Approval is not contained within the building file we receive.

SWIMMING POOLS & SPAS - The ACT Government has introduced reforms to home swimming pool safety, with a focus on swimming pool safety barriers. The reforms commence on 1 May 2024, with a four-year transition period. The scheme imposes requirements for information about the safety standard of a regulated swimming pool to be disclosed on the sale of a property. Owners must provide prescribed information including: exemption certificate, compliance certificate, swimming pool disclosure statement, certificate of occupancy for the pool and safety barriers that is not older than 5 years and 'Pool Owners Guidance Material' which outlines the obligations on owners of premises on which a regulated swimming pool is located. If this information is not provided in this report, you must request a copy. For more information on the reforms visit the ACT Government's Planning website.

EXTENSIONS - Where an extension or addition has been made to a property, it can create a potential gap or discontinuity in the termite barrier system. This gap occurs between the original structure and the new addition. Termite barriers are critical in aiding the prevention of undetected subterranean termites from entering the dwelling, and any interruption in the barrier can compromise its effectiveness. We are unable to report on the existence, condition or continuity of the termite barrier system between the existing dwelling and additions or alterations.

Restricted access caused by stored goods, furnishings, window treatments, floor coverings, security devices, vegetation, duct work, confined spaces, insulation and other impediments will limit the scope of this inspection. Whilst every effort has been made to conduct a comprehensive roof cavity and subfloor inspection there are limitations relative to safe access requirements which include low clearances, the availability of safe walk-ways and work-safe temperatures, which when applicable, will limit the inspection. The roof exterior is inspected when accessible from a 3.6 metre ladder, or from ground level where there are height restrictions. Only structures, fences and/or trees within 30m of the building but within the property boundaries were inspected. No inspection was made, and no report is submitted with respect to inaccessible areas. These include, but may not be limited to, cavity walls, concealed frame timbers, eaves, flat roofs, fully enclosed patios, subfloors, soil concealed by concrete floors, wall linings etc. Where a property is furnished at the time of the inspection the furnishings and stored goods may be concealing evidence of Timber Pest Activity. This evidence may only be revealed when the property is vacated. A further inspection of the vacant property is strongly recommended in this case. Please note where a complete inspection of any area was not possible, timber pest activity and/or damage may exist in these areas. Prior to making any critical decisions, further inspections are strongly recommended to areas where reasonable access is unavailable, obstructed or restricted or a high risk of possible timber pests and /or damage exists.

66/11 Joy Cummings Place Belconnen	
Area	Restrictions
INTERIOR	access during inspection of the interior of the property was restricted by: <ul style="list-style-type: none"> - furniture and stored goods including in cupboards and under sink units - window treatments and floor coverings - stored goods within the dwelling
SUBFLOOR	there is no subfloor, the dwelling is constructed on a concrete slab
ROOF CAVITY	our inspection of the roof cavity was significantly restricted by: <ul style="list-style-type: none"> - low clearances - insulation covering the ceiling framing - inspection around the eaves was restricted due to low pitch and clearances - duct work - sarking
ROOF EXTERIOR	roof exterior: <ul style="list-style-type: none"> - safety harness anchors and edge restraints were not available. Work Health and Safety regulations required a top of ladder inspection
GROUNDS & EXTERNAL STRUCTURES	access to the inspection of grounds/external structures was restricted by: <ul style="list-style-type: none"> - vegetation restricted visual inspection to some areas - access to some external structures is restricted by the neighbouring property - under the deck was restricted due to low construction - stored goods restricted access to some areas

WARRANTY & USE OF OUR REPORTS

This report is **intended to be read in its entirety**. The report is written solely for the use and benefit of:

The Client named in this report

The Purchaser of the property

No liability or responsibility in contract or tort or statute is accepted to any Other Party who may rely on the report wholly or in part. Any Other Party acting or relying on this report, wholly or in part, does so at their own risk. Additionally, no liability or responsibility will be accepted if the invoice for this report is not paid on or before settlement of the sale contract or within one hundred and eighty (180) days from the date of inspection.

No liability shall be accepted on account of failure of the report to notify any termite activity and/ or damage present at or prior to the date of the report in any areas of the subject property physically inaccessible, or to which access for inspection is denied by or to the Inspector including but not limited to any areas so specified by the Report. Furthermore, we do not assume liability for any omissions, errors, or inaccuracies in documents provided by external agencies, the client, or their representative. The report is only an opinion of Residential Reports and is valid for one hundred and eighty (180) days from the date of inspection as per the Civil Law (Sale of Residential Property) Act. No liability will be accepted or claims considered after the expiration of this period of liability.



Before the property exchange, you will have the opportunity to attend a pre-settlement inspection to conduct your due diligence. Carefully consider the building's age and its impact on elements like windows, doors, and cupboards. Our inspectors do not assess ongoing maintenance, and as such you or your representative should personally appraise relevant building elements. If it is claimed that there is an omission relating to this report, Residential Reports must be notified in writing before any action is taken. No liability shall be accepted where any costs (including for remedial action or professional advice) are incurred by the claimant prior to Residential Reports receiving written notification along with evidence of the defect or omission, being given a reasonable opportunity to re-inspect the property, obtain professional advice and propose a resolution or arrange for rectification work to be undertaken. Unless costs are specified and agreed to in writing, no liability will be accepted. No liability shall be accepted for any costs incurred in excess of the reasonable costs required to rectify the defect or omission claimed. ***This report supersedes any other report, verbal or written, given to you by this company in respect of this property. If you have questions or do not understand any part of this document and require clarification, please contact us prior to acting on this report. Copyright remains with Residential Reports, the report content, style and presentation is not to be copied or reproduced without written authority of the Company.***

SCOPE & LIMITATIONS OF OUR INSPECTION

This report has been prepared as a result of a largely **VISUAL INSPECTION ONLY** with limited operational testing conducted as required by Australian Standard AS 4349.0-2007 Inspection of Buildings (General requirements), AS 4349.1-2007 Inspection of Buildings (Pre-purchase inspections - Residential Buildings) and AS 4349.3 - 2010 Inspection of Buildings Part 3: Timber Pest Inspections. It is limited to the condition of those areas of the property that were fully accessible (see Safety and Reasonable Access) and visible to the inspector at the time of inspection. In the case of a Strata type property, our inspector only undertakes an examination of the interior of the unit. You must read the entire report and Scope & Limitations sections before reaching any conclusions regarding our opinion of the property's condition. Any person relying on this report acknowledges the following clauses, which define the Scope and Limitations of the inspection and form an integral part of the report.

LIMITATION OF LIABILITY

This report is valid on the date of inspection. Responsibility is not accepted for any matter that is not evident, or, for any deterioration of the property that occurs after the date of the inspection. The inspection is a visual assessment only.

The operation/working condition of limited features may have been commented on during the course of our inspection. Operational testing is limited, where testing occurs and a defect is identified, this defect may be noted in the Report if it is a major defect and may be investigated further to provide more detail. However, this does not impose on the inspector any further obligation to test each same item, nor does it impose an obligation to make note if in the inspector's reasonable view, the defect is not a major defect. There is no guarantee

that items referenced will operate as intended at a later date. Prior to purchase, the purchaser must conduct their own due diligence most particularly where defects have been documented in this report so that they are able to quantify the extent and cost of required remedial action. The Purchaser acknowledges that they should not solely rely on this Report as to the exact condition of the property and that they should obtain independent advice from a qualified technician relative to required remedial actions.

Concealed areas are not reported on. Concealed defects may include, but are not limited to:

- Breakage, blockage or interference with concealed pipes, concealed window and door mechanisms
- Defective service installations
- Any part of the structure which is underground or concealed e.g. footings, wall and ceiling framing, concealed floor structures
- Areas concealed by furnishings, fixtures and fittings or stored goods, low clearances or where safe access is not possible.

Responsibility is not accepted for defects which are latent or otherwise not reasonably detected in a visual inspection without interference with, removal or breaking apart of any of the structure including fixtures, fittings, furniture, insulation or stored items within and around the building. The inspector notes that some defects may be concealed, obstructed and/or inaccessible at the time of the inspection. The reader should be aware that various features of the property such as large and heavy furniture, as well as electrical goods including washing machines and fridges may obstruct the view of the inspector and/or make possible defects inaccessible such that their visibility to the inspector is limited and they may not be identified. The Purchaser acknowledges that Residential Reports will not accept any liability for concealed, obstructed and/or inaccessible defects that the inspector does not identify.



EXCLUSION OF ITEMS FROM INSPECTION

AS 4349.1 – 2007 excludes reporting of the following items: Footings below ground, concealed damp-proof course, electrical installations, operation of smoke detectors, light switches and fittings, TV, sound and communications and security systems, concealed plumbing, adequacy of roof drainage as installed, gas fittings and fixtures, air-conditioning, automatic garage door mechanisms, swimming pools and associated filtration and similar equipment, the operation of fireplaces and solid fuel heaters, including chimneys and flues, alarm systems, intercom systems, soft floor coverings, electrical appliances including dishwashers, incinerators, ovens, ducted vacuum systems, paint coatings, except external protective coatings, health hazards (e.g., allergies, soil toxicity, lead content, radon, presence of asbestos or urea formaldehyde), timber and metal framing sizes and adequacy, concealed tie-downs and bracing, timber pest activity, other mechanical or electrical equipment (such as gates, inclinators, soil conditions, control joints, sustainable development provisions, concealed framing-timbers or any areas concealed by wall linings/sidings, landscaping, rubbish, floor covers, furniture and accessories, stored items, insulation, environmental matters (e.g., BASIX, water tanks, BCA Environmental Provisions), energy efficiency, lighting efficiency.

WHAT THE INSPECTOR EXAMINES TO PREPARE A PROPERTY REPORT...

...AND IMPORTANT NOTES ABOUT THESE AREAS

The following outlines aspects of the property that can be examined through visual inspection, derived from the Australian Standard AS4349.1–2007. Comments are generally provided only if significant issues are found. The inspector didn't move or remove any coverings or furnishings, which could hide defects. Damage to concealed structures or pest activity may not be visible due to foliage or other obstructions. This report is a guide for potential buyers and should complement your own inspection and due diligence. Some aspects are subjective, so consider factors like presentation, past maintenance, and construction age when forming opinions.

DOORS & DOOR FRAMES - Defective hardware – significant, rotting/corroded frames, loose/badly fitting doors, damage.

EXTERNAL ROOF COVERING, FASCIAS, GUTTERS & DOWNPIPES - Tiles/slates, sheet roofing, flashing, skylights, vents, downpipes, valleys, guttering, eaves, fascia boards, barge ends. Roof waterproof integrity and roof drainage is not tested during our inspection therefore it is not possible to determine the effectiveness of the roof cover and drainage system under all conditions. It is important to note that a visual inspection of the roof covering may not identify roof leakages. Roof design can have a significant impact on roof drainage. Low pitched construction can, in adverse weather conditions lead to flooding of the roof cover. Effective roof drainage is absolutely critical for a flat framed or low pitch roof. Flooding of the roof cover can result in water ingress within the building envelope. Roof drainage and the stormwater systems are not tested at the inspection. Inadequate, blocked or non-existent stormwater drains are often accountable for problems relating to roof drainage. Repainting of timber can mask the existence of timber rot. We cannot guarantee that all timbers are sound. A visual inspection may not, in some circumstances, detect roofing timbers affected by rot.

EXTERNAL WALLS & NON-STRUCTURAL RETAINING WALLS - Bricks, mortar, render, cracking/movement, dampness, visible flashing, weep holes, joint sealants, perpendes, decay. Settlement cracks, if present, need to be monitored over a period of time to determine if an ongoing structural problem exists. If any reference has been made in this report to cracking, settlement and or movement, it should be noted that we are not experts in this area and further advice, if considered necessary, should be obtained from a Structural Engineer.

FENCES & GATES - Palings/panels, rails, posts, sagging, timber decay (rot).

FLOORS - **TIMBER**: Springy or squeaky boards/sheeting, timber decay (rot), out of level – significant, undulations - significant, dampness/water damage; **CONCRETE**: cracking, out of level – significant; **HARD FLOORING**: cracking, loose or drummy units, dampness/water damage

INTERNAL ROOF SPACE - Framing, insulation, sarking, party walls (if applicable). Sarking is a foil insulation/vapour barrier. Used in conjunction with bulk insulation, sarking provides an ideal insulation system for the control of heat and condensation. Sarking can only be installed during construction.

KITCHEN - Fit out, sealants, ventilation, taps, leakage, sink, drummy/cracked/missing tiles, grout defects. This report does not cover any matters relating to the operation of electrical or gas appliances. Any comments made in this regard are from a general observation only.

PAINTWORK - The condition of painted surfaces is often a subjective matter. Areas that appear to be acceptable when furnished may not always be considered so when devoid of obstructions. Paint work is normally not considered in Property Inspections. To prevent wood decay of timber surfaces and deterioration of metal components, the condition of these surfaces should be monitored, and repainting carried out regularly. Corrosion of any metal roof sheeting should be repaired, treated and painted to avoid water leakages. Painted surfaces can mask areas where timber has deteriorated. Our visual inspection may not detect instances where this has occurred. The opinions provided here are of a general nature only, given that there can be significant differences in the condition of painted surfaces in each area of the property. The reader of this report is urged to conduct their own detailed inspection before reaching a conclusion regarding the acceptability of painted surfaces

PATHS, PAVING & DRIVEWAY - Cracking, movement, uplifting, sinking, alignment, roof penetration.

SPECIAL PURPOSE REPORTS - Improvements such as swimming pools and spas are subject to a Special Purpose Report and are not included in our inspection and reports. We recommend that a qualified technician be engaged to report on these items and to advise on current regulations relating to safety fencing and equipment.

STAIRCASES - Stringers, handrails, balustrades, newel posts, treads (goings), risers

SUB FLOOR -Dampness, debris, drainage, ventilation, cracked or leaking pipes; **TIMBER CONSTRUCTION**: bearers & joists, framing, piers/stumps; **SUSPENDED CONCRETE FLOOR CONSTRUCTION**: concrete condition, cracking. If moisture is noted, it is recommended that the sub-floor area be monitored to ensure that surface and sub-surface moisture ingress is not an ongoing issue. If the area remains damp, consideration should be given to upgrading subterranean and surface drainage systems to ensure that moisture is directed away from the building foundations and the sub-floor area is kept dry. A qualified drainage expert should be consulted with regard to drainage issues.

Foundation problems are caused by reactive soil types and trees and gardens being planted too close to the building. Generally, clay soils which are common in the ACT, are reactive soils. Large trees use vast amounts of water and can quickly draw moisture out of the ground during dry periods, this results in destabilised moisture content of the soils around the building and ultimately may cause a foundation problem. Over watering gardens close to the building may have the opposite effect, especially with clay soil. Over watering increases the moisture content of the soil which can result in “heaving” of the foundations adjacent to the garden. When watering close to the building you should avoid ‘pooling’ of water in a particular area, as this also affects the moisture content of the soil which in turn can cause damage to footings and foundations. Too much or too little water near the perimeter of the building may cause serious problems with foundations and footings and damage can cause major structural problems, resulting in costly repairs.

HINTS FOR AVOIDING PROBLEMS AND COSTLY REPAIRS:

- Water gardens evenly close to the building and do not over water
- Ensure the ground is graded away from the walls of the building and that the property has adequate drainage
- Promptly repair broken downpipes, leaking taps, sewerage pipes and other water services
- Hot water system overflows should be directed away from the area immediately adjacent to the foundations and the services maintained to ensure excessive leakage does not occur
- Garden beds should not be located against the house

TIMBER PESTS - Our visual inspection is undertaken to identify the following timber pests: Subterranean termites, Borers, Timber decay (rot) fungi. Where applicable and where there is reasonable access, the following areas are examined: interior and exterior of structures, roof cavity, subfloor, garage or carport, garden and storage sheds/outbuildings, retaining walls and garden borders, pergolas and decks, structures, fences and trees within 30m of the building within the boundaries of the property. Water leaks: especially in the subfloor or against external walls e.g. leaking taps, roofs or down pipes, increases the likelihood of termite attack. Leaking showers or leaks from other 'wet areas' also increase the likelihood of concealed timber pest attack. Where evidence of termite activity was found in the grounds then the risk to buildings is very high. A treatment to eradicate the termites and to protect the building(s) should be immediately carried out. Where the evidence of termite workings (including dormant mud leads) was found in the grounds or the building(s) then the risk of a further attack is very high. If live termites or any evidence of termite workings or damage was reported within the building(s) or in the grounds and fences then it must be assumed that there may be concealed termite activity and/or timber damage. This concealed activity or damage may only be found when alterations are carried out such as when wall linings, cladding or insulation are removed or if you arrange for an invasive inspection. In situations where visual evidence of termite activity or damage is reported, but no live termites were observed during the inspection, it's important to recognise that termites might still be active in the immediate vicinity, potentially causing further damage. Determining whether the infestation is active or inactive requires multiple inspections over time, as various factors, such as prior disturbances, climatic conditions, or the termites finding an alternative food source, can influence their presence during a single inspection. To safeguard against potential termite-related issues, we recommend continued, regular inspections. **An invasive inspection is also an option for a more comprehensive assessment. We strongly encourage the property owner to consider implementing a Timber Pest Preventative Management Plan, which includes periodic Termite Inspections. This proactive approach will help ensure the ongoing protection of the property against potential termite threats. Please call our office on 6288 0402 for information and to arrange a customised schedule for this building or contact your regular inspector.**

WALL CONSTRUCTION - Distortion (significant), nail popping, defective lining, dampness/water damage, cracking, defective or damaged plaster/render. Settlement cracks, if present, need to be monitored over a period of time to determine if an ongoing structural problem exists. If any reference has been made in this report to cracking, settlement and/or movement, it should be noted that we are not experts in this area and further advice should be obtained from a Structural Engineer.

WATERPROOFING - A VISUAL INSPECTION OF THE AREA CANNOT PROVIDE CONCLUSIVE EVIDENCE THAT THE AREA IS WATERPROOF. Compliance with Australian Standard AS 370-2004 Waterproofing of Wet Areas is critical to meeting waterproofing requirements. Should conclusive evidence be required regarding the integrity of waterproofing of wet areas, in particular shower areas, we recommend that a qualified technician be engaged to complete a comprehensive test to include:

- Capping the shower rose and leaving the water reticulation system under pressure and then checking for evidence of water leakage around tap spindles etc. (the sound of escaping air when the shower rose cap is removed indicates a watertight system). The technician may be engaged to complete a comprehensive pressure test of the entire water reticulation system.
- Plugging the floor drain of the shower cubicle and filling the base with water to the maximum level. Allowing the water to remain in the base for an extended period and checking that the level has not dropped. If the water has diminished it is most likely that the waterproofing system has failed.

WET AREAS - Fixtures and fittings, ventilation, cistern/pan, taps, basins, tubs, leakage, sealants, drummy/cracked/missing tiles, grout defects, vanity, shower leakage, broken/cracked glass. If a wet area was not in service prior to and or at the time of inspection and no elevated moisture readings were recorded, or there was no visible evidence of current water leakage, then it is possible that an existing water leak will remain undetected.

WINDOWS - Putty/glazing sealant, broken glass, rotting frames (timber), corrosion (metal), sills, fittings/hardware, damage. In most cases access to windows is restricted by window treatments, furniture or security locks. Older style timber windows can sometimes bind with the frame. This is viewed as a general maintenance issue. Sash windows sometimes require maintenance to the window balance mechanism or sash cords. A visual inspection cannot provide a guarantee that windows will operate smoothly. Sometimes window runners, sashes and balance mechanisms will require maintenance or replacement.



SAFETY & REASONABLE ACCESS

Australian Standard 4349.1 – 2007 3.2.2 The extent of accessible areas shall be determined by the inspector at the time of inspection, based on the conditions encountered at the time of inspection. The inspector shall also determine whether sufficient space is available to allow safe access. The inspection shall include only accessible areas and areas that are within the inspector's line of sight and close enough to enable reasonable appraisal. The Australian Standard 4349.3 defines reasonable access as "areas where safe, unobstructed access is provided and the minimum clearances are available; or, where these clearances are not available, areas within the consultant's unobstructed line of sight and within arm's length. NOTE: Reasonable access does not include removing screws and bolts to access covers." Reasonable access is determined in accordance with the provisions of the following WHS requirements;

Area	Access Manhole MM	Crawl Space MM	Height
Subfloor	500 x 400	VERTICAL CLEARANCE - Timber Floor: 400* Concrete Floor: 500	Height
Roof Interior	400 x 500	600 x 600	Accessible from a 3.6 m ladder
Roof Exterior			Accessible from a 3.6 m ladder

** To underside of bearer, joist or other obstruction to access.*

ROOF COVER INSPECTION

Work Health and Safety requirements determine that an inspector accessing a roof cover must be protected by harnessed safety lines and or edge protection. These safety measures are not practical during a presale inspection, therefore, this report is restricted to a "top-of-ladder" inspection. This report is not a guarantee that defects and/or damage do not exist in any part of the property not specifically seen and described by the inspector. This report is not a warranty against problems that may develop in the future.

CEILING CAVITY INSPECTION

Work Health and Safety requirements determine that an inspector entering a ceiling cavity or similar space must have direct access to properly constructed walkways (sometimes referred to as catwalks) to eliminate the possibility of falling through the ceiling lining to the floor below, a fall that could result in serious injury. Generally, walkways are limited in a ceiling cavity so invariably sections of the roof structure will be inspected from a distance with the inherent limitations associated with limited access and often an impaired line-of-sight. Safety requirements prevent the inspector from traversing a ceiling cavity where safety elements are not available. This report is not a guarantee that defects and/or damage do not exist in inaccessible areas.

WORK HEALTH & SAFETY ACT 2011

A non-residential building and the common property of some group residential buildings will fall within the definition of a workplace for the purposes of the Work Health and Safety Act 2011. The owners of workplaces must ensure that:

- Premises are safe and without risk
- Plant and substances are used without risk
- Workers are trained in WHS, are aware of their obligations and do, in fact, act in a safe manner

A pre-purchase building inspection may identify some safety issues in the common area but it is not an audit conducted for that specific purpose. It is essential that every Owners' Corporation or Company consult an appropriately qualified specialist to ensure it meets its legislative obligations.

SAFE WORKING TEMPERATURES FOR THE INSPECTOR

When the temperature of a workspace (for example a ceiling cavity) exceeds the level considered to be safe according to WHS guidelines, the inspector will complete a risk assessment and the inspection will be limited accordingly. In the event that the inspector determines that the temperature exceeds safe working limits, generally, the inspection will be limited to the area immediately adjacent to the access for inspection.

PROPERTY REPORT

This report does not and cannot make comment upon: defects which may have been concealed; the assessment or detection of defects (including rising damp or leaks) which may be subject to the prevailing weather conditions; whether or not services have been used for some time prior to the inspection and whether this will affect the detection of leaks or other defects; the presence or absence of timber pests; gas fittings; environmental concerns; the proximity of the property to flight paths, railways, or busy traffic; noise levels; health and safety issues; heritage concerns; security concerns, fire protection; site drainage (apart from surface water drainage). The operation of swimming pools and spas; detection and identification of unapproved building work; detection and identification of illegal or inadequate plumbing or electrical work; durability of exposed finishes; neighbourhood problems; document analysis; any matters solely regulated by statute; any area or item that could not be inspected by the inspector. Unless otherwise specified, no examination has been made of any documentation of any type. We have not referred to statutory authority records nor have we examined any survey or water and sewerage service diagram, or any other document prepared by any statutory authority or other party. Stock images in the report are for presentation purposes only and are not images of the subject property.

PURPOSE OF THE REPORT - The purpose of this report is to identify major defects in the building, decks, pergolas, garages and other similar significant improvements insofar as a property inspector can reasonably identify those defects. Structures, not limited to but including, garden sheds, play equipment, garden trellis, swimming pools and spas are not inspected or included in this report. A Special Purpose Report may be commissioned for these types of improvements. This report contains numerous observations but is not intended to list every defect. Defects are common to all structures and generally are commensurate with the age of the construction and use. Ongoing maintenance, upgrading or replacement requirements, cosmetic works and minor defects or faults are subjective and have not been included.

CONCEALED SURFACES - The inspection did not include breaking apart, dismantling, removing or moving objects, including but not limited to foliage, mouldings, roof insulation or sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, equipment, appliances, or personal possessions. The inspector cannot see inside walls, between floors, inside skillion roofing, behind stored goods or any other areas that are concealed or obstructed. The inspector did not dig, gouge, force or perform any other invasive procedures. Visible timbers have not been destructively probed or hit. In an occupied property, furnishings or household items may be concealing defects. Some defects may only be visible once furniture and other items have been removed from a property or when alterations are carried out. Built-in cupboards are usually filled with personal items and clothing. Some exterior surfaces may be obscured due to overgrown vegetation. Therefore, we cannot comment on the condition of the surfaces obscured or concealed by these or other items.

WATER PENETRATION & ROOF DRAINAGE - Some water penetration problems and/or dampness within a building do not become apparent and may not be detected unless there has been recent heavy rain or prolonged periods of rain. If moisture has been identified by the inspector using electronic testing equipment, then it will be noted in the report. Roof drainage is not tested. Therefore, no guarantee is given or implied that the roof will remain weatherproof in all weather conditions. If there is reference in the report to water stains within the interior of the property this may be evidence that the roof and or drainage system has previously leaked. We recommend that you contact a suitably qualified roofing expert to discuss the probability of ongoing water leakages in the building. Particularly with respect to older properties and where the roof has a low pitch, engaging the services of qualified roof plumber to provide an expert opinion should be considered. The very best roof drainage systems can fail in extreme weather conditions sometimes impacted by conditions not related to the property under review. (Blocked or impaired stormwater drains for example).

FIRE PROTECTION EQUIPMENT & ORDINANCE REQUIREMENTS - These are not covered by this report and these matters should be checked with the statutory authority. Any fire protection equipment has not been tested, e.g. smoke detectors etc.

HAZARDOUS MATERIALS & CONTAMINATION - Our inspection and report does not cover any hazardous materials or prior use of the land and building or any chemicals applied to land and buildings, which may have caused contamination.

RETAINING WALLS & STRUCTURAL COLUMNS - We are not engineers. Comment in respect of large and/or structural retaining walls and columns are beyond the scope of this report. It is not possible to determine from a visual inspection whether a retaining wall or column has been built in accordance with sound engineering principles and, even if it has, whether it is or will remain sound. An engineer should be consulted in any case where there are large, or structural, retaining walls, columns or similar building elements.

INTERNAL WALLS & CEILINGS - Movement cracking in ceiling and wall linings are common to most structures particularly older developments. Mostly they are cosmetic and generally have no structural implications. Repairation is usually undertaken during routine maintenance. Undulations in ceiling linings are often associated with older structures and are a result of the deterioration of the adhesive used to fix plasterboard to the ceiling battens. Typically, this is a cosmetic defect, however, in some circumstances the plasterboard may require refixing to the battens.

CRACKING/SETTLEMENT/MOVEMENT & STRUCTURAL INTEGRITY - Where reference has been made in this report to cracking, settlement, movement or an opinion has been provided on structural integrity, it is important to note that we are not experts in this area and our advice is limited accordingly. If considered necessary, further advice should be obtained from a Structural Engineer before critical decisions are made. Any cracking reported should be monitored for further movement. If further movement is noted, a Structural Engineer should be consulted at the earliest opportunity. Cracking of masonry walls is very common in the ACT, particularly where there are volatile clay soils. There may be some superficial or hairline cracks that we consider have no structural implications which have not been identified.

ELECTRICAL, GAS & OTHER SERVICE INSTALLATIONS - We are not licensed electricians, gas fitters or mechanical engineers. This report does not cover any matters relating to electrical and gas installations or any apparatus operated by electronic, mechanical or hydraulic means. This report does not cover any matters relating to the operation of electrical or gas appliances. Any comments made in this regard are from a general observation only. You should satisfy yourself as to the operation and condition of any appliances or other installations. Any comments made in this regard are from general observation only. There has been no electrical, data, security or fire detection system testing or investigation.

PLUMBING & DRAINAGE - We are not licensed plumbers and a specialist inspection of the water service, plumbing and drainage system including roof drainage is excluded from this report. We recommend an inspection by a licensed plumber and drainer to identify any plumbing faults or drainage problems.

TIMBER PESTS - If this report does not include one, we strongly recommend that an independent inspection and report be obtained from an accredited Pest Inspector to determine whether the property is free from infestation (whether active or dormant).

BOUNDARIES - Unless otherwise stated, the inspector has not gained access to any neighbouring properties and is therefore unable to comment upon the external state of any boundary fences and walls. The common areas of unit developments are not inspected. Any comments made in relation to common areas are strictly observational.

RURAL PROPERTY INSPECTION - This inspection and report relates to the residential structure; rural improvements on the property are not inspected or reported on, any comments contained in this report relative to rural improvements are strictly observational.

AREAS AND DIMENSIONS - Whilst every care has been taken to accurately quantify dimensions referenced in this report, we accept no responsibility for inaccuracies as supplying this information exceeds the requirements of a standard building inspection as per Australian Standard 4349.1-2007. In many instances scale plans are not available and therefore the reader should not rely on this report when making critical decisions relating to dimensions.

ELEVATED STRUCTURES - Where reference has been made in this report to an elevated structure such as a deck balcony or veranda, it is important to note that we are not Structural Engineers and accordingly our advice is limited. Any opinion relating to structural integrity is relative to weight loadings typical of a normal household event. Prior to loading the structure beyond normal, which may occur at a larger gathering, we recommend that professional advice be obtained to determine that the structure will safely cope with the weight loading. Additionally, the structure should be regularly inspected to ensure that structural integrity is maintained.

SPECIAL PURPOSE REPORTS - This Property Report does not contain any assessment or opinion in relation to any item which is the subject of a Special Purpose Property Report, or any matter where the inspection or assessment of which is solely regulated by Statute. Special Purpose Property Reports include comment on the following: common property areas, environmental concerns such as sunlight, privacy, streetscape and views, proximity of property to flight paths, railways and busy traffic or other neighbourhood issues; noise levels; WHS issues including, but not limited to the presence of asbestos, lead or other hazardous materials; heritage concerns; security or fire protection systems; climate control or water heating systems; analysis of site drainage apart from surface water drainage; swimming pools and spas; detection and identification of illegal and unauthorised plumbing work; durability of exposed finishes.

COMPLIANCE REPORT

The information within this report relies on the plans, survey reports, certificates of occupancy and other relevant documents supplied by the Environment & Planning Directorate (EPD), the appropriate local council or Directorate, the client or their agent. Our company or its employees are not responsible for any omissions or errors where incomplete, inaccurate or illegible information is supplied. It is the responsibility of the property owner to resolve any file discrepancies with the relevant authority. Documentation of any plumbing or electrical alterations is not included in the building file. If required, this documentation can be obtained by the title holder from the relevant utilities provider. If the subject property features a second driveway or verge crossing, Transport Canberra & City Services approval may be required. This information is not supplied in the building conveyancing file. If this report confirms that certification is 'pending' for an unapproved structure, it is important that you are aware that this process can take weeks and involve more than one agency including but not limited to the Environment & Planning Directorate, Icon & Transport Canberra & City Services. Whilst it is rare, in some instances throughout the approvals process an application may be rejected. The Compliance Report relies on documentation provided in the Building File. Residential Reports Inspectors are not Building Surveyors. Certifications included in the file are not cross referenced with the Building Code of Australia (BCA) applicable at the time of construction to confirm that the improvements are compliant with the BCA. This is the responsibility of the Building Surveyor prior to issuing a Certificate of Occupancy. No attempt is made in this inspection and reporting process to confirm that the existing improvements on the subject property are in strict accordance with approved plans. There may be variations in design, features and dimensions that conflict with each other. Additionally, there is no guarantee given that improvements are in accordance with the current Building Code of Australia. In most circumstances, there is no requirement to upgrade specifications to the current Building Code.

SWIMMING POOLS & SPAS - The ACT Government has introduced reforms to home swimming pool safety, with a focus on swimming pool safety barriers. The reforms commence on 1 May 2024, with a four-year transition period. The scheme imposes requirements for information about the safety standard of a regulated swimming pool to be disclosed on the sale of a property. Owners must provide prescribed information including: exemption certificate, compliance certificate, swimming pool disclosure statement, certificate of occupancy for the pool and safety barriers that is not older than 5 years and 'Pool Owners Guidance Material' which outlines the obligations on owners of premises on which a regulated swimming pool is located. If this information is not provided in this report, you must request a copy. For more information on the reforms visit the ACT Government's Planning website.

TIMBER PEST REPORT

This report is the result of a VISUAL INSPECTION ONLY. Inspection of the property and this report has been completed with reference to AUSTRALIAN STANDARD AS 4349.3 - 2010 Inspection of buildings Part 3: Timber Pest Inspections. In all instances throughout this report the inspector is referring to accessible areas only. Areas that were not accessible at the time of inspection or were concealed from view are not covered by this report. The inspector does not imply that inaccessible or partly inaccessible areas of the property were not, or have not been, infested by Timber Pests. This Report is not a guarantee that an infestation or future infestation and/or damage does not exist in any inaccessible or partly inaccessible areas of the property. This inspection DID NOT include breaking, removing or moving objects, floor and wall coverings, roof insulation, foliage, furniture, appliances stored goods and personal possessions - these all limit the scope of inspection. The inspector does not have access to the inside of walls, between flooring, inside eaves and skillion roofing. This Report is confined to reporting infestation and/or damage caused by white ants (subterranean and damp wood termites), borers of seasoned timber and timber pests (wood decay fungi), present on the date of the Inspection. The Inspection did not cover any other pests and this Report does not comment on them. Dry wood termites and European House Borer (*Hylotrupes bujulus* Linnaeus) are excluded from the inspection due to the extreme difficulty in locating the small colonies. Some species of termite and house borers, if discovered, will be reported (by law) to Government Authorities.

TERMITE RECOMMENDATIONS - Where evidence of termite activity or workings was found in any structure then the risk to buildings is very high and the risk of further attack is also high. A treatment to eradicate the termites and to protect the building(s) should be carried out. If live termites or any evidence of termite workings or damage was reported within the building(s) or in the ground and fences then it must be assumed that there may be concealed termite activity and/or timber damage. This concealed activity or damage may only be found when alterations are carried out such as when wall linings, cladding or insulation are removed or if you arrange for an invasive inspection. We claim no expertise in engineering or building. We strongly recommend that you have a qualified person such as a Builder, Engineer, Architect or other qualified expert in the building trade determine the full extent of the damage, if any. This may require an invasive inspection. We take no responsibility for the repair of any damage whether disclosed by this report or not.



Where visual evidence of termite workings and/or damage is reported but no live termites were present at the time of inspection, you must realise that it is possible that termites are still active in the immediate vicinity and the termites may continue to cause further damage. It is not possible, without benefit of further investigation and a number of inspections over a period of time, to ascertain whether any infestation is active or inactive. Active termites may simply have not been present at the time of inspection due to a prior disturbance, climatic conditions, or they may have been utilising an alternative feeding source. Continued, regular, inspections are essential. Unless written evidence of a termite protection program in accord with "Australian Standard 3660" with ongoing inspections is provided, you must arrange for a treatment in accord with the standard to be carried out immediately to reduce the risk of further attack.

Where the evidence of live termite or termite damage or termite workings (mudding) was found in the building (s) then the risk of a further attack is very high. Where evidence of live termites or termite damage or termite workings was found in the grounds but not in the buildings then the risk to buildings is very high.

If evidence of drill holes in concrete or brickwork or other signs of a possible previous treatment is reported then the treatment was most likely carried out because of an active termite attack. Extensive structural damage may exist in concealed areas. You should have an invasive inspection carried out and have a builder determine the full extent of any damage and the estimated cost of repairs as the damage may only be found when wall linings etc are removed. Normally if a termite treatment has been carried out then a durable notice should be located in the meter box indicating the type of termite shield system, treated zone or combination has been installed.

BORER RECOMMENDATIONS - Borer activity is usually determined by the presence of exit holes and/or frass. Since a delay exists between the time of initial infestation and the appearance of these signs, it is possible that some borer activity may exist that is not discernible at the time of inspection. If borers are identified replacement of all susceptible timbers is always preferred since, in the event of selling the property in the future it is probable that an inspector will report the borers as active. A chemical treatment to control and/or protect against Furniture beetle and/or Queensland pine beetle can be considered as a less effective, lower cost option. Before considering this option You should consult with a builder to determine if the timbers are structurally sound. Following the initial treatment, a further inspection is essential in twelve months' time to determine if further treatment is needed. Treatments over a number of consecutive years may be required. The *Lyctus brunneus* (powder post beetle) is not considered a significant pest of timber. Damage is confined to the sapwood so treatment or timber replacement is not usually required. However, you should have a building expert investigate if any timber replacement is required. *Anobium punctatum* (furniture beetle) and *Calymnaderus incisus* (Queensland pine beetle) must always be considered active, unless proof of treatment is provided, because, unless the timber is ground up, one cannot determine conclusively if activity has ceased. Total timber replacement of all susceptible timbers is recommended. A secondary choice is treatment. However, the evidence and damage will remain, and the treatment may need to be carried out each year for up to three years.

HIGH MOISTURE READINGS, DRAINAGE & VENTILATION - High moisture readings can be caused by any one of the following: poor ventilation, ineffective drainage, leaking pipes, leaking roofs, defective flashing or by concealed termite activity. The areas of high moisture should be investigated by way of an invasive inspection. High moisture levels also increase the likelihood of termite attack and may also be conducive to borer activity and wood decay. If high moisture was reported then you must have a building expert investigate the moisture and its cause and determine the full extent of damage and the estimated cost of repairs.

If drainage is considered inadequate, a plumber or other building expert should be consulted, and remedial measures should be taken. Ventilation of the sub-floor region is important in minimising the opportunity for subterranean termites to establish themselves. Consideration should be given to installing high air flow vents and/or improve the cross flow of air within the subfloor to produce ventilation equivalent to 8400 sq mm net ventilation area per lineal metre on external and internal walls.

INFILL AND CONCRETE SLABS - Any building or part of a building that is constructed on a concrete slab is always more susceptible to termite attack because of possible concealed termite entry. A very high proportion of termite attacks are over the edge of both infill and other concrete slab types. If the edge of the slab is concealed by concrete paths, patios, pavers, garden beds, lawns, foliage, etc then it is possible for termites to conceal their entry into the property. Termites can then cause extensive damage to concealed framing timbers. Even the most experienced inspector may be unable to detect their presence due to concealment by wall linings. Only when the termites attack timbers in the roof void, which may in turn be concealed by insulation, can their presence be detected. Infill slab type construction has an even higher risk of concealed termite ingress as the slab edge is concealed due to the construction design and is not exposed. The type of slab may only be determined by assessment of the construction plans by a qualified person such as a Builder, Certifier or Architect. Construction Plans may be obtainable by your conveyancer. Termite activity and or damage may be present in concealed timbers of the building. We strongly recommend frequent regular inspections

in accordance with AS 3660.2. Where the slab edge is not fully exposed, or the slab is an infill slab or the slab type cannot be determined then we strongly recommend inspections every 3 to 6 months in accordance with AS 3660.2. Infill slab: A slab on the ground cast between walls. Other slabs should be in accordance with AS 2870 - 1996 and AS 3660.1-2000.

TIMBER (FUNGAL) DECAY - We claim no expertise in building and if any evidence of fungal decay or damage is reported you should consult a building expert to determine the full extent of damage and the estimated cost of repairs or timber replacement.

DETERMINING EXTENT OF DAMAGE - This Report is NOT a structural damage report. You agree that we are not responsible or liable for the repair of any damage, whether disclosed by our report or not. Our inspectors are not necessarily specialised builders and any inexperienced opinion provided with respect to timber damage cannot be relied upon. The Report will not state the full extent of any timber pest damage; rather, we may provide comment on the damage for your information. If evidence of Timber Pest activity and/or damage is reported in the structure(s) or the grounds of the property, then you must assume that there may be further concealed structural damage within the building(s). This concealed damage may only be found when invasive procedures are applied to reveal previously concealed timbers. In the case of Timber Pest activity and/or damage WE STRONGLY RECOMMEND an invasive Timber Pest Inspection is undertaken and a qualified person such as a Builder, Structural Engineer, or Architect be engaged to carry out a structural inspection to determine the full extent of the damage and repairs that may be required.

MOULD - Mould (also referred to as Mildew and non-wood decay fungi) is not considered a Timber Pest. This report does not extensively cover the inspection of Mould. If evidence of mould was observed during the inspection, it may be noted for your information. If you are concerned as to the possible health risk resulting from the presence of mould, then you should seek advice from your local State or Commonwealth Government Health Department expert.

IMPORTANT INFORMATION

This Report reflects the condition of the property existing at the time of the inspection date and may not reflect the current state. Timber Pests, particularly termites, may have gained entry to the property since the inspection date. Termites can, in a relatively short period, cause significant damage to both structural and non-structural timbers within and around the buildings of the property. Termites are difficult to detect and much of the damage caused may not be readily visible, if damage exists, it may be costly to repair. If the Report indicated the presence of termites, termite damage, previous activity or treatments, or recommends a treatment, you should obtain copies of the treatment proposal, any certificates of treatments carried out, details of all repairs including copies of quotations, invoices and any other reports. It is strongly recommended that you arrange for an inspection in accordance with AS 4349.3 to verify that the treatment has been successful and carried out in accordance with AS 3660.2 and arrange for a further building inspection in accordance with AS 4349.1. The person carrying out the inspection and this company will have no liability to you for any damage or loss you may suffer as a result of your entering the contract to purchase the property or in connection with completing the purchase of the property as a result of your failure to heed the advice given in this report and may use such failure in defence of any claim that you may later make against any of them.

Where a property is furnished at the time of inspection, you will appreciate that the furnishings, floor coverings and stored goods may be concealing any evidence of Timber Pest Activity which may only be revealed when the items are moved. Where fences are obscured by foliage, overgrowth or structures, evidence of timber pest activity or damage may be concealed. Poor subfloor drainage increases the likelihood of termite attack. If the risk factor stated in this report is high, this is the opinion of the inspector and should encourage awareness that increased vigilance is warranted and that recommendations for the reduction of unfavourable conditions that increase the chances of termite activity must be strictly observed. It is strongly recommended that a comprehensive timber pest inspection by a qualified timber pest inspector is undertaken every 6-12 months (or more frequently if specified in the report). Regular inspections DO NOT prevent timber pest attack. Regular inspections increase the chance of the early detection of timber pest activity thereby limiting the structural damage that may occur. The overall degree of risk of Timber Pest Infestation cited in this report is a subjective assessment by the inspector at the time of the inspection, taking into account many factors which include, but are not limited to, location and proximity to bushland and trees and/or other timber structures, evidence of timber pest damage or activity close to the inspected structure or within the inspected structure, conducive conditions that raise the potential of timber pest attack, such as timbers in contact with soil, inaccessible areas, slab on ground construction, or other factors that, in the inspector's opinion, raise the risk of future timber pest attack.

A more thorough INVASIVE INSPECTION is available. Where any current visible evidence of Timber Pest activity is found it is strongly recommended that a more invasive inspection is performed. Trees and stumps on the property with a diameter in excess of 100mm have been visually inspected for evidence of termite activity to a height of 2m where access was possible and practical. It is very difficult, and generally impossible to locate termite nests since they are underground and evidence in trees is usually well concealed. We therefore strongly recommend that you arrange to have trees test drilled for evidence of termite nests.

RESOURCE LIBRARY

Where reference is made to the Residential Reports Resource library, [you may access this content by clicking here.](#)

QUICK FACTS

- Sellers of residential properties are required to provide an Energy Efficiency Rating (EER) to potential buyers. (This is known as mandatory energy efficiency disclosure.)
- The EER forms part of the Sale Contract and must be published in all advertising material.
- The EER rating system uses computer simulations to assess the potential thermal comfort of your home.
- The more stars, the less likely the occupants need cooling or heating to stay comfortable.
- The ACT Government has two systems in place for Energy Ratings:

One is for established homes
(1st Generation Software)

One is for new homes
(2nd Generation Software)

Residential Reports (and all other companies preparing reports for the sale of a property on an existing Canberra home that has been previously occupied) are required to use 1st Generation Software.

- The consumption of energy in the home for heating, cooling, hot water or lighting and other appliances IS NOT considered in the application of 1st generation software when calculating the EER rating.
- Many aspects of solar passive designs are also not able to be accounted for in 1st Generation Software.

WHAT IS RATED?

The rating is dependent on:

- Layout of the home
- Construction of its roof, walls, windows and floor
- Wall, floor and ceiling insulations
- Orientation of windows and shading of the sun's path and local breezes
- Influence of the local climate

WHY IS THERE A DISCREPANCY BETWEEN MY OLD EER AND MY NEW EER?

- Increasingly, in a number of circumstances particularly where new homes have been rated using 2nd generation software and are now being offered for sale where the rating must be conducted using 1st generation software, there can be a significant variation between the two ratings:

1st generation software rates to 6 stars

2nd generation software may rate up to 10 stars


- ACT Legislation currently PROHIBITS Inspectors from assuming insulation values which may have been the case previously. Documented proof or visual sighting is now required to verify the existence and rating of insulation.

Your Energy Rating is calculated using software approved by the ACT Government.

Certificate of Currency

Policy Number	BP20200022
Item 1 The Insured:	Residential Reports Pty Ltd
Item 2 Address:	35 Poynton Street HUGHES ACT 2805
Item 3 Professional Services covered by this policy:	Pre Purchase Building Inspections (AS4349.1) Special Purpose Building Inspections Energy Rating Reports Urban Pest Management Termite Management including inspections - existing buildings and structures (AS3880.2) Timber Pest Inspections (AS4349.3)
Item 4 Description of the Policy:	Professional Indemnity & Broadform Liability (CGU PIB 03-17)
Item 5 Period of Insurance:	From 20/07/2025 To 4.00 pm on 20/07/2026
Item 6 Particulars of Risk:	
	<u>Civil Liability Professional Indemnity</u>
6.1 The Policy Limit is	\$5,000,000 which includes all policy sections
6.2 The Policy Excess is	\$20,000
6.3 The Retroactive Date is	20/07/2020
	<u>Public Liability</u>
6.4 Sum Insured	\$20,000,000
6.5 Excess	\$2,500
Date and Place of Issue	21/07/2025 Melbourne, Victoria

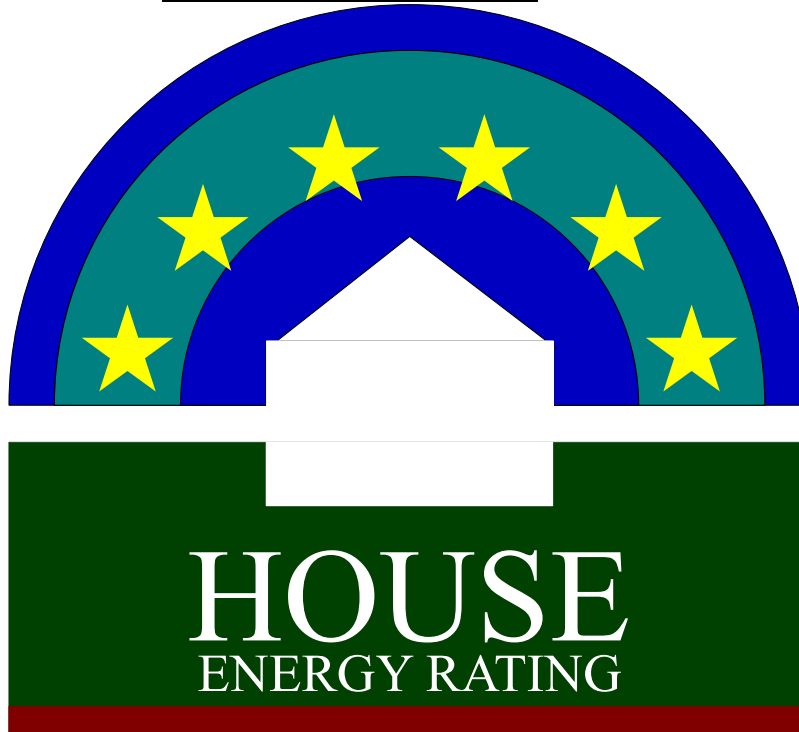
Signed for and on behalf of Insurance Australia Limited ABN 11 000 016 722



Najibi Blisso, Manager

This Certificate of Currency indicates policy cover effective as at the date of issue only

FirstRate Report



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

Name: Hai Shao & Xiaowen Zhao

Ref No: 44220

House Title: Unit 66, Block 13, Section 87

Date: 25-08-2025

Address: Unit 66 of 11 Joy Cummings Place

Belconnen

2617

Reference: C:\...\66 OF 11 JOY CUMMINGS PLACE BELCONNEN

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	41											

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

Design options

Additional points

Change curtain to	Heavy Drapes & Pelmet	13
Add northerly blinds	100 %	5

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 66 Block 13 Section 87, Unit 66 of 11 Joy Cummings Place, Belconnen

Assessor's Name: Lindsay Collison

Feature		Points				
		Winter	Summer	Total		
CEILING		12	0	13		
Surface Area:	5	Insulation:	8			
WALL		8	-1	7		
Surface Area:	2	Insulation:	6	Mass:	0	
FLOOR		14	0	14		
Surface Area:	6	Insulation:	0	Mass:	8	
AIR LEAKAGE (Percentage of score shown for each element)		5	0	5		
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	39 %			
Exhaust Fans	31 %	Doors	16 %			
Down Lights	0 %	Gaps (around frames)	15 %			
DESIGN FEATURES		0	1	1		
Cross Ventilation	1					
ROOF GLAZING		0	0	0		
Winter Gain	0	Winter Loss	0			
WINDOWS		-5	-15	-19		
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
SSE	4	2%	-5	2	-1	-4
NNW	30	19%	-36	34	-14	-15
Total	34	21%	-41	36	-15	-19

* 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 5 points

		Winter	Summer	Total
RATING	★★★★★★	35	-15	24*

* includes 4 points from Area Adjustment

Detailed House Data

House Details

ClientName Hai Shao & Xiaowen Zhao
HouseTitle Unit 66 Block 13 Section 87
StreetAddress Unit 66 of 11 Joy Cummings Place
Suburb Belconnen
Postcode 2617
AssessorName Lindsay Collison
FileCreated 25-08-2025
Comments

Climate Details

State
Town Canberra
Postcode 2600
Zone 24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R1.5	41.0m ²
2	Concrete Slab on ground	No Subfloor	No	No	No	Float Timb	R1.5	45.4m ²
3	Timber	NA	Yes	No	No	Float Timb	R0.0	70.6m ²
4	Timber	NA	Yes	No	No	Tiles	R0.0	13.5m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Veneer	No	R2.0	37.6m	2.7m
2	Framed: FC Sheet Clad	Yes	R0.0	34.6m	2.7m
3	Weatherboard	Yes	R2.5	3.6m	2.7m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Standard	No	Yes	R5.0	86.4m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	NNW	2.4m	2.1m	No	SG	ALIMPR	HB	No	1.6m	1.6m	0.5m
2	NNW	2.4m	2.4m	No	SG	ALIMPR	HB	No	1.6m	1.6m	0.5m
3	NNW	2.4m	2.1m	No	SG	ALIMPR	HB	No	1.6m	1.6m	0.5m
4	NNW	2.4m	2.2m	No	SG	ALIMPR	HB	No	0.0m	0.0m	0.0m
5	NNW	2.4m	0.8m	No	SG	ALIMPR	HB	No	0.0m	0.0m	0.0m
6	NNW	2.4m	0.8m	No	SG	ALIMPR	HB	No	0.0m	0.0m	0.0m
7	NNW	2.4m	2.2m	No	SG	ALIMPR	HB	No	0.0m	0.0m	0.0m
8	SSE	1.2m	1.6m	No	SG	ALIMPR	VE	No	0.0m	0.0m	0.0m
9	SSE	2.1m	1.0m	No	SG	ALIMPR	VE	No	0.0m	0.0m	0.0m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
1	NNW	2.4m	2.1m	0.0m	0.0m	0.0m	0.0m	4.9m	0.3m	1.8m	5.3m
2	NNW	2.4m	2.4m	0.0m	0.0m	0.0m	0.0m	4.9m	2.7m	1.8m	2.7m
3	NNW	2.4m	2.1m	0.0m	0.0m	0.0m	0.0m	4.9m	5.3m	1.8m	0.2m

4	NNW	2.4m	2.2m	0.0m	0.0m	0.0m	0.0m	4.9m	0.3m	0.0m	0.0m
5	NNW	2.4m	0.8m	0.0m	0.0m	0.0m	0.0m	4.9m	2.7m	0.0m	0.0m
6	NNW	2.4m	0.8m	0.0m	0.0m	0.0m	0.0m	4.9m	4.2m	0.0m	0.0m
7	NNW	2.4m	2.2m	0.0m	0.0m	0.0m	0.0m	4.9m	5.3m	0.0m	0.0m
8	SSE	1.2m	1.6m	0.0m	0.0m	0.0m	0.0m	2.0m	4.1m	0.0m	0.0m
9	SSE	2.1m	1.0m	0.0m	0.0m	0.0m	0.0m	2.0m	6.5m	0.0m	0.0m

Sky Light Details

<u>ID</u>	<u>Dir</u>	<u>Tilt</u>	<u>Type</u>	<u>Shade</u>	<u>Utility</u>	<u>Width</u>	<u>Length</u>
1	N	15 degrees	Double Opal	No	No	0.6m	0.6m

Zoning Details

Is there Cross Flow Ventilation ? Good

Air Leakage Details

Location Suburban
 Is there More than One Storey ? Yes
 Is the Stairwell Separated by Doors ? 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

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	5	0
Downlights	0	0
Skylights	0	0
Utility Doors	1	0
External Doors	1	0

Unflued Gas Heaters 0
 Percentage of Windows Sealed 98%
 Windows - Average Gap Medium
 External Doors - Average Gap Small
 Gaps & Cracks Sealed Yes

Rater Comments

House Details

ClientName	Hai Shao & Xiaowen Zhao
HouseTitle	Unit 66 Block 13 Section 87
StreetAddress	Unit 66 of 11 Joy Cummings Place
Suburb	Belconnen
Postcode	2617
AssessorName	Lindsay Collison
FileCreated	25-08-2025

Rater Comments

MEASUREMENTS USED IN THIS ASSESSMENT

The Energy Rating recorded in this assessment is determined by assessing many elements of the structure and interior treatments including window and floor coverings. The area of external walls and windows, ceiling and floors are part of the assessment.

Some measurements used in this assessment may be nominal. Every effort is made by the assessor to accurately calculate the dimensions of property. However, often accurate and comprehensive plans indicating all dimensions of an existing property, particularly following alterations and extensions are not always available. The reader of this report should not rely on the accuracy of any dimensions used when making critical decisions relating to those dimensions. The assessor will not accept any liability should any discrepancy be revealed.

DESIGN OPTIONS

The design option suggestions to improve this energy rating may be additional to elements already in place. For example, the option to install 'Heavy Drapes and Pelmet's' will take into account windows that already have Heavy Drapes and Pelmet's installed. Insulation recommendations will take into account existing insulation values.

Some recommendations for improvement will not be practical in all circumstances. For example, if the dwelling is built on a concrete slab, it will be possible to install floor insulation.

DOOR SEALS AND WEATHER STRIPS

A wooden framed door is only considered to be sealed when a draft extruding device is fitted to the bottom of the door AND sealing tape or felt is fitting to the timber frame around the door opening.

WINDOW GLAZING RATIOS

Glazing areas in one direction greater than 25% of the nett conditioned floor area will reduce the Energy Efficiency Rating.

CONVEYANCING PART 2

No information is provided in respect of electrical, drainage or sewer matters and or to the location of overhead power lines or underground cables in relation to the building.

	<u>Yes</u>	<u>No</u>
1. (a) Is this a government or ex government house?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) If yes, is there a building file with approvals on it?	<input type="checkbox"/>	<input type="checkbox"/>
2. Is there any record of incomplete building work on the building file? If yes - file copies attached	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Are there any records on the building file of current (within 5 years) housing Indemnity insurance policies for building work? If yes - file copies attached	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Are there any records on the building file showing building applications still being processed? (Current within 3 years) If yes - file copies attached	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Are there any records on the building file in relation to loose-fill asbestos insulation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If available, copies of the following documents are provided:		
• Certificate/s of Occupancy and Use	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Survey Certificates	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Unit Plan/Unit Entitlements (if property is unit titled)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Approved Building Plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Ex- government Building Plans*	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If requested:		
• Drainage Plan(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

ASBESTOS

The ACT Government is not able to guarantee the accuracy of the information in this report.

You should make your own enquiries and obtain reports (from a licensed Asbestos Assessor) in relation to the presence of loose fill asbestos insulation (and other forms of asbestos) on the premises. For more information go to the Asbestos Awareness Website –

www.asbestos.act.gov.au

Please note: Development Approval plans will not be included in this report (We do not receive Development Approval Plans unless they are part of a Building Approval in which case they become Building Approval Plans), if development approval was granted you can request copies of the Development Approval plans from ACEPDcustomerservices@act.gov.au.

Please Note: Building approvals that have been generated via eDevelopment will be issued with a project number prefixed by the letter B. Initial building approval documentation will be identified with project number B20XXXX only but will be referenced as B20XXXX/A on the Certificate of Occupancy and Use. Any amendments to the original approval will be issued with the project number and an alphanumeric digit. The first amendment will be identified as B20XXXX/B, the second amendment B20XXXX/C etc. Not all eDevelopment plans will be stamped with the plan number.

***Ex Government plans:** Plans are typical and not specific to each residence. There may be slight changes to the layout or window locations that were not required to be approved.

Search officer comments (if any?)

Search officer initials: Ashleigh

Cost of application: \$ 144.79

Date completed:

25/08/2025

SFP
Form 090



SITE PLAN/FLOOR PLAN

1- LAND

Vol/Fol	District/Division	Section	Block	Deposited Plan No	Unit Plan No
1875 : 35	BELCONNEN	87	13	DP 10554	3440

Please tick the appropriate box if the plan is a site plan or a floor plan

Site

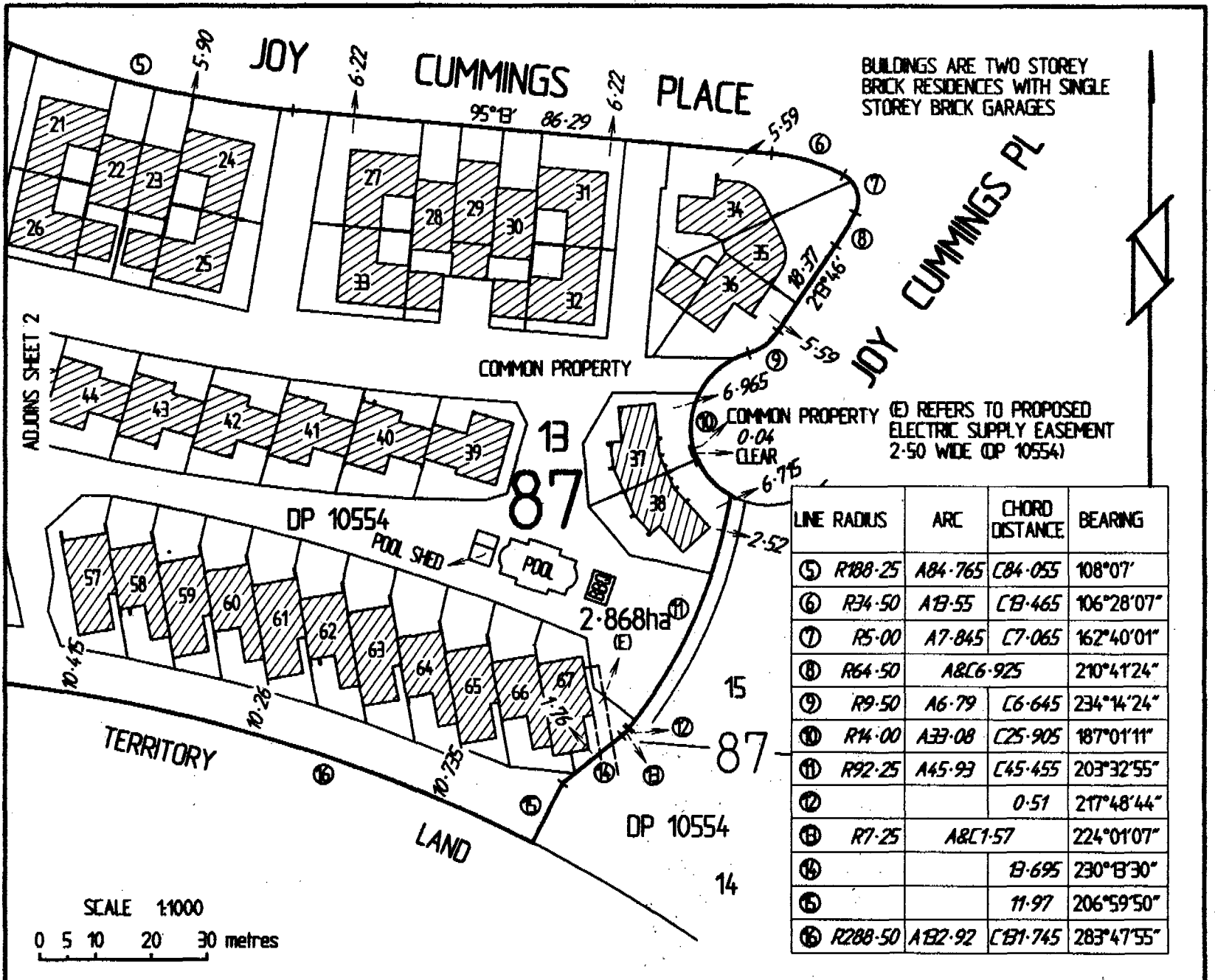
Floor

4- PROVIDE FLOOR NUMBER IF A FLOOR PLAN

5- CLASS OF UNIT (A or B) - please indicate class of unit if a floor plan

CLASS " B " UNITS

6- PLAN



7- EXECUTION

Signed for and on behalf of Kiera Pty Limited pursuant to Section 127 of the Corporation Law In the presence of:	 Registered Surveyor	 Lyn Tankey Delegate of the ACT Planning and Land Authority
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SUE

Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
Belconnen	87	13	3440

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	169		1909	71
2	157		1909	72
3	164		1909	73
4	157		1909	74
5	169		1909	75
6	169		1909	76
7	158		1909	77
8	164		1909	78
9	158		1909	79
10	164		1909	80
11	158		1909	81
12	164		1909	82
13	169		1909	83
14	158		1909	84
15	145		1909	85
16	160		1909	86
17	145		1909	87
18	153		1909	88
19	151		1909	89
20	153		1909	90
21	153		1909	91
22	142		1909	92
23	142		1909	93
24	153		1909	94
25	151		1909	95

Aggregate

Signed for and on behalf of

Kiera [Signature] Director

Pty Limited pursuant to Section 127 of the Corporation Law
[Signature] Director
Signature of Lessee

in the presence of:

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

Dated **Fourth** this day of **February** 2010

[Signature] Lyn Tankey
Delegate of the Authority/Executive

The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:

Volume

Folio

1909

70

[Signature]
Brett Phillips
Registrar-General



Deputy Registrar-General



SUE

Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
Belconnen	87	13	3440

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
51	146		1910	21
52	134		1910	22
53	146		1910	23
54	134		1910	24
55	146		1910	25
56	136		1910	26
57	149		1910	27
58	134		1910	28
59	146		1910	29
60	134		1910	30
61	146		1910	31
62	134		1910	32
63	146		1910	33
64	134		1910	34
65	146		1910	35
66	134		1910	36
67	151		1910	37

Aggregate 10000

Signed for and on behalf of

Kiena

[Signature] Director

Pty Limited pursuant to
127 of the Corporation Law

Signature of Lessee

The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:

Volume

Folio

1909

70

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

Dated Fourth this day of February 2010

[Signature] Lyn Tankey

Delegate of the Authority/Executive

[Signature]

Brett Phillips
Registrar-General



Deputy Registrar-General



SCOTT D McNIVEN & ASSOCIATES Pty Ltd
CONSULTING LAND & ENGINEERING SURVEYORS ACN 052 870 747

OUR REF: 07469
Page 1 of 2


PBS Property Group
Unit 14, 5 Tennant Street
Fyshwick, ACT 2609

Dear Sir,

As instructed by you we have surveyed for identification purposes, the land being Block 13, Section 87, Belconnen with frontages to Joy Cummings Place and Townsend Place, Belconnen in the District of Belconnen of the Australian Capital Territory.

- ◆ The subject land is shown by red edging on the diagram.
- ◆ An easement for services affects the subject land.
- ◆ Standing upon and wholly within the boundaries of the subject land are the brick foundations of brick units under construction.
- ◆ The relationship of the brick foundations with respect to the boundaries is as indicated on the diagram.
- ◆ This survey report is with respect to the brick foundations only.
- ◆ This survey report is for the purpose of obtaining a Building Certificate only and should not be used to set out future additions.

Yours Faithfully


Scott D. McNiven
Registered Surveyor
6 January, 2009

8 SHOUT PLACE, PEARCE ACT 2607
survey@sdma.com.au

T (02) 6290 2369

F (02) 62868148

GOVT COPY

**ACT Building, Electrical and Plumbing Control**

GPO Box 1908, Canberra ACT 2601

Certificate of Occupancy and Use

Certificate No. **082854N1C1**

This Certificate is issued in accordance with Section 69 (2) of the Building Act.

The building work listed on this certificate has been completed substantially in accordance with the prescribed requirements and is considered fit for occupation and use.

Builder PBS HOMES (ACT) PTY LTD	Suburb BELCONNEN	Section 87	Block 10
Notice of Intention to Start Work Number 082854N1	Plans 082854/A /B		

Building Work

Nature of Work	Project Item Description	Unit	Other Description	Class of Occupancy	Type of Construction
NEW MEDIUM DENSITY	TOWNHOUSE	57	INCLUDING GARAGE	1(a)ii & 10(a)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	58	INCLUDING GARAGE	1(a)ii & 10(a)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	59	INCLUDING GARAGE	1(a)ii & 10(a)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	60	INCLUDING GARAGE	1(a)ii & 10(a)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	61	INCLUDING GARAGE	1(a)ii & 10(a)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	62	INCLUDING GARAGE	1(a)ii & 10(a)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	63	INCLUDING GARAGE	1(a)ii & 10(a)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	64	INCLUDING GARAGE	1(a)ii & 10(a)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	65	INCLUDING GARAGE	1(a)ii & 10(a)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	66	INCLUDING GARAGE	1(a)ii & 10(a)	NA
NEW MEDIUM DENSITY	TOWNHOUSE	67	INCLUDING GARAGE	1(a)ii & 10(a)	NA

Comments**Important note:**

1. Residential building statutory warranties and residential insurance apply in relation to building work.
2. The issue, under this Part, of a certificate in respect of a building or portion of a building does not affect the liability of a person to comply with the provisions of a law of the Territory (including this Act) relating to the building or portion of the building.

CARL BUNK
Delegate of the Registrar

24/9/2009

Date

NOTICE OF DECISION
 LAND (PLANNING AND ENVIRONMENT) ACT 1991
APPROVAL GRANTED
 PURSUANT TO SECTION 230 or 245
 Delegate name RAVI SINGH
 Date 6/6/2008



NOTE:
 * THAT BEDROOM WINDOWS TO HOUSE 64 & 67 TO BE BRILLIANT WHITE GLASS
 * THAT EXTERNAL WALL TO BE CONSTRUCTED OF BRICK VENEER
NOTE:
 * ALL OTHER WINDOWS TO BE 6.00mm MONOLITHIC GLASS

Plan No: **082854A**
 30 JUL 2008
 RECEIVED
 ACT Planning & Land Authority

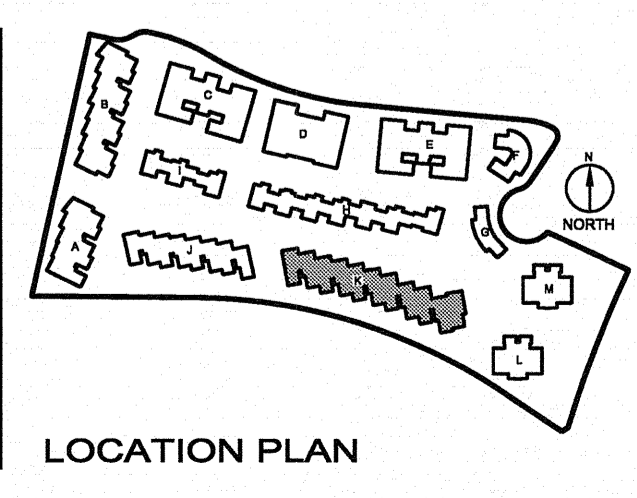
David McOutchick Lic. No: 200428123
 Building Approval issued under section 28 of the Building Act 2004
 This is 23 JUL 2008 number of 34
David McOutchick

○ PROPOSED SITE PLAN
 BLOCK K

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 NOTE:
 CONTRACTOR MUST VERIFY ALL DIMENSIONS ON SITE BEFORE COMMENCING ANY WORK OR DRAWING SHOP DRAWINGS. DO NOT SCALE DRAWING.
 GENERAL NOTES:
 ALL WORK TO BE CONSTRUCTED IN ACCORDANCE WITH RELEVANT AUSTRALIAN STANDARDS, BUILDING CODE OF AUSTRALIA AND LOCAL AUTHORITIES REGULATIONS. EXECUTE ALL WORK IN THE BEST AND MOST TRADESMAN LIKE MANNER AND TO THE SATISFACTION OF THE SUPERINTENDENT. ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE NOTED.

Date	No	Amendments	Code
15.11.2008		ISSUE TO ACT/PLA	A
15.08.07		ISSUE TO ACT/PLA	B
22.02.08		ISSUE TO ACT/PLA	P

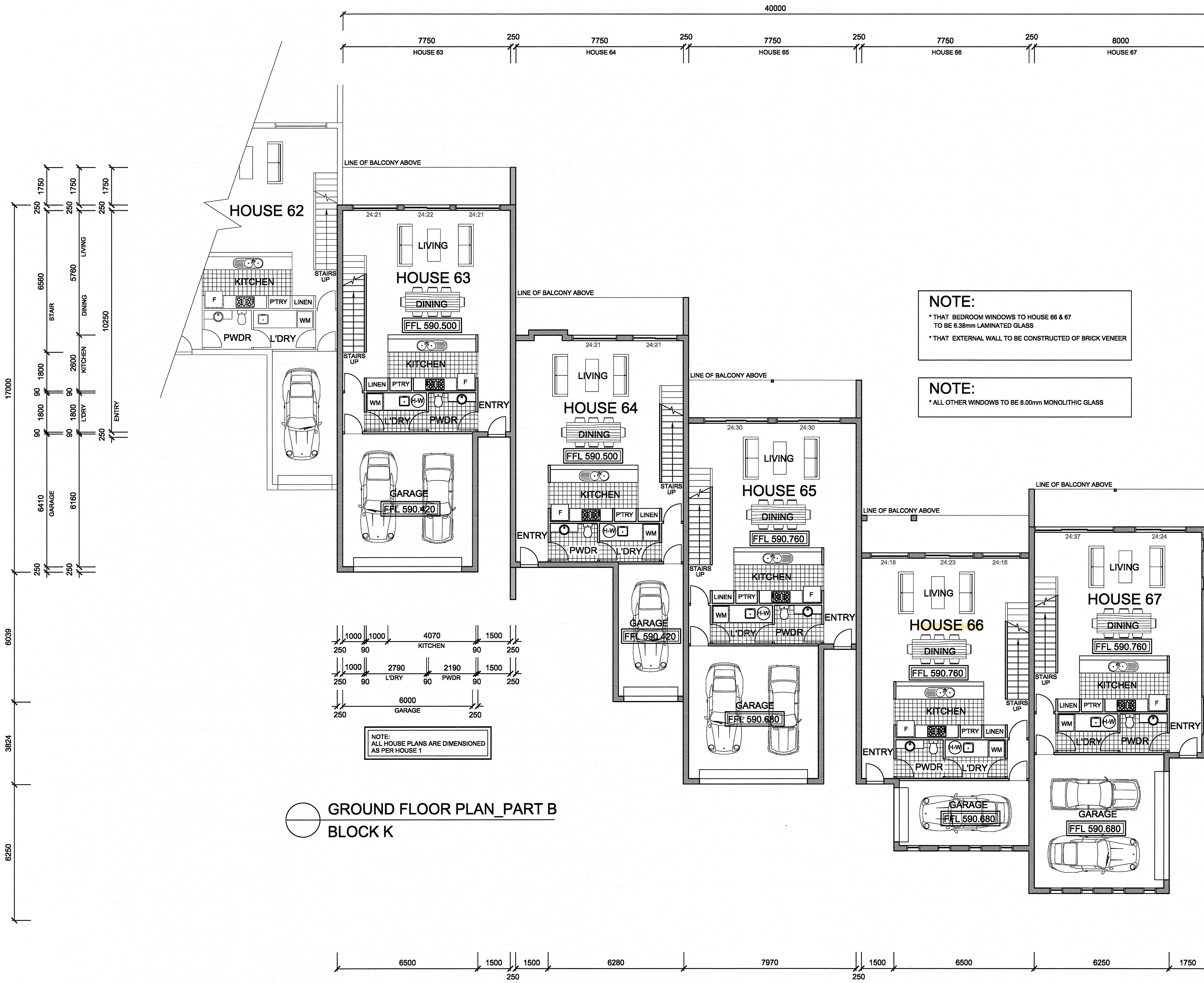
Date	No	Amendments	Code



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 ABN 33 085 578 091
 PO Box 3060, Manuka ACT 2603
 Tel: 02 62007444
 Fax: 02 62007444
 Email: www@dezignteam.au

PROJECT
 MULTI UNIT DEVELOPMENT
PROJECT MANAGER
 TR
BLOCK SECTION DIVISION
 10 87 BELCONNEN
DRAWING TITLE
 BLOCK K SITE PLAN

CLIENT
 KIENA PTY LTD
DATE SCALE DRAWN CHECKED
 FEB.08 (A1) 1:100 JC CAD TERRY RING
JOB NO. DWG NO. CODE
 0605 A 1201 - A P



GROUND FLOOR PLAN PART B
BLOCK K

NOTE:
* THAT BEDROOM WINDOWS TO HOUSE 66 & 67 TO BE 6.38mm LAMINATED GLASS
* THAT EXTERNAL WALL TO BE CONSTRUCTED OF BRICK VENEER

NOTE:
* ALL OTHER WINDOWS TO BE 6.00mm MONOLITHIC GLASS

NOTICE OF DECISION
LAND (PLANNING AND ENVIRONMENT) ACT 1991
APPROVAL GRANTED
PURSUANT TO SECTION 230 or 245
Delegate name RAVI SINGH
Date 6/6/2008

Plan No: 082854-A
30 JUL 2008
RECEIVED
ACT Planning & Land Authority

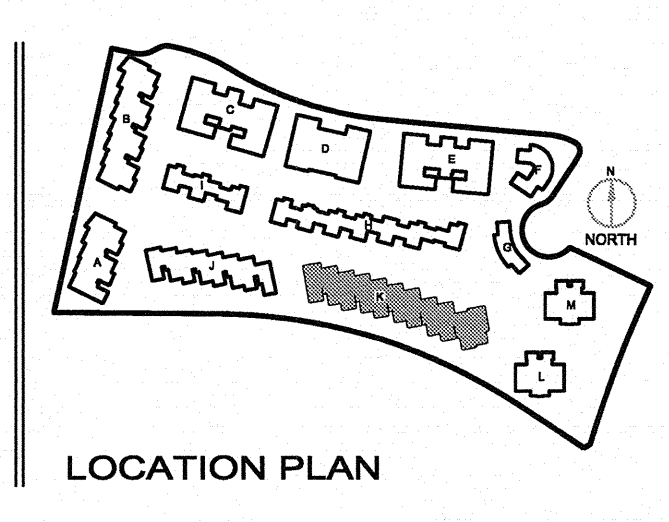
David McCulloch Lic. No: 200428123
Building Approval issued under section 28 of the Building Act 2004
This plan numbered 20 of 34
20/07/08

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Date	No	Amendments	Code
15.11.2006	-	ISSUE TO ACT/PLA	A
15.08.07		ISSUE TO ACT/PLA	B
22.02.08		ISSUE TO ACT/PLA	P

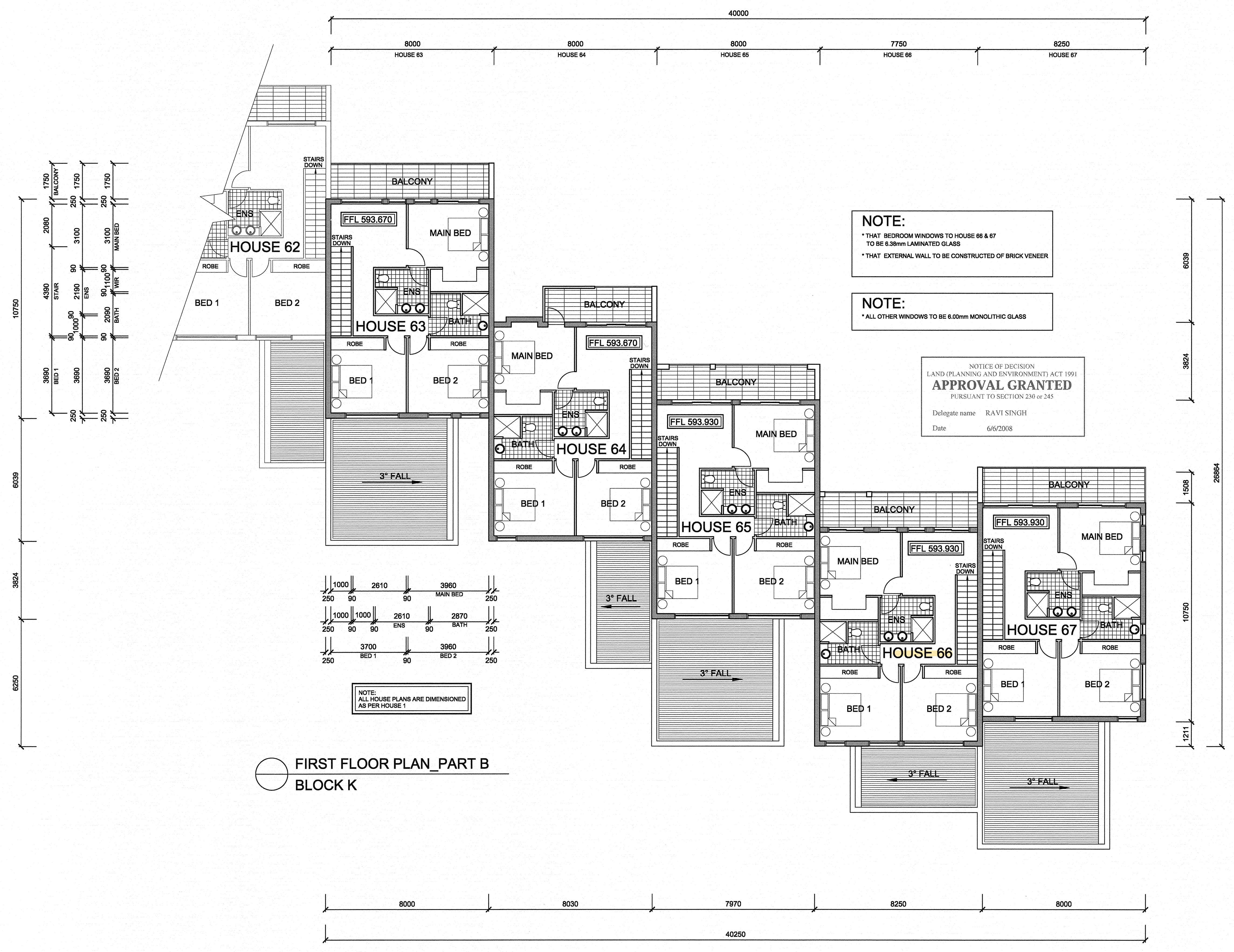
Date	No	Amendments	Code



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fax 02 8207244
email www@dezignteam.com.au

PROJECT
MULTI UNIT DEVELOPMENT
PROJECT MANAGER
TR
BLOCK SECTION DIVISION
10 87 BELCONNEN
DRAWING TITLE
BLOCK K
GROUND FLOOR PLAN PART B

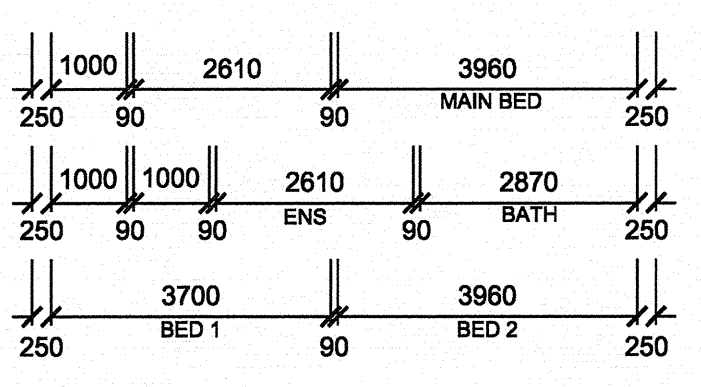
CLIENT
KIENA PTY LTD
DATE SCALE DRAWN CHECKED
FEB.08 (A1) JC TERRY RING
JOB NO. DWG NO. CODE
0605 A 1202 - B P



NOTE:
 * THAT BEDROOM WINDOWS TO HOUSE 66 & 67 TO BE 6.38mm LAMINATED GLASS
 * THAT EXTERNAL WALL TO BE CONSTRUCTED OF BRICK VENEER

NOTE:
 * ALL OTHER WINDOWS TO BE 6.00mm MONOLITHIC GLASS

NOTICE OF DECISION
 LAND (PLANNING AND ENVIRONMENT) ACT 1991
APPROVAL GRANTED
 PURSUANT TO SECTION 230 or 245
 Delegate name RAVI SINGH
 Date 6/6/2008



NOTE:
 ALL HOUSE PLANS ARE DIMENSIONED AS PER HOUSE 1

FIRST FLOOR PLAN_PART B
 BLOCK K

Plan No. 082854-A
 30 JUL 2008
 RECEIVED
 ACT Planning & Land Authority

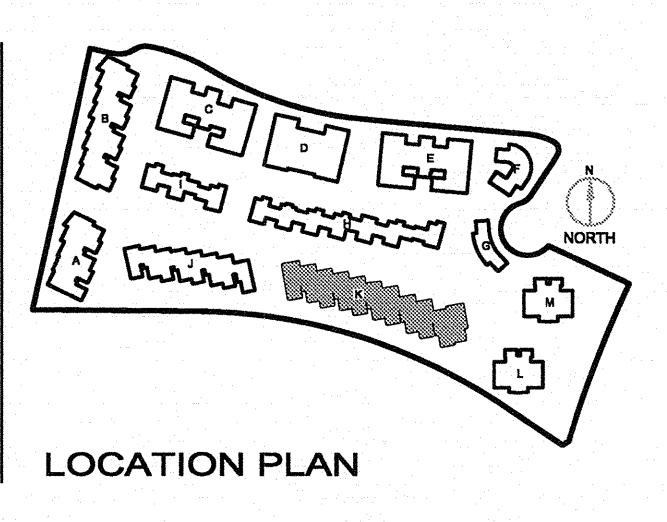
David McCulloch Lic. No: 200428
 Building Approval issued under section 230 of the Building Act 2004
 This sheet 23 JUL 2008 of 34
 22
 McCulloch

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 NOTE:
 CONTRACTOR MUST VERIFY ALL DIMENSIONS ON SITE BEFORE COMMENCING ANY WORK OR DRAWING SHOP DRAWINGS. DO NOT SCALE DRAWING.

GENERAL NOTES:
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Date	No	Amendments	Code
15.11.2006	-	ISSUE TO ACTPLA	A
15.08.07	-	ISSUE TO ACTPLA	B
22.02.08	-	ISSUE TO ACTPLA	P

Date	No	Amendments	Code



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 email: www@dezignteam.au

PROJECT
 MULTI UNIT DEVELOPMENT

PROJECT MANAGER
 TR

BLOCK SECTION DIVISION
 10 87 BELCONNEN

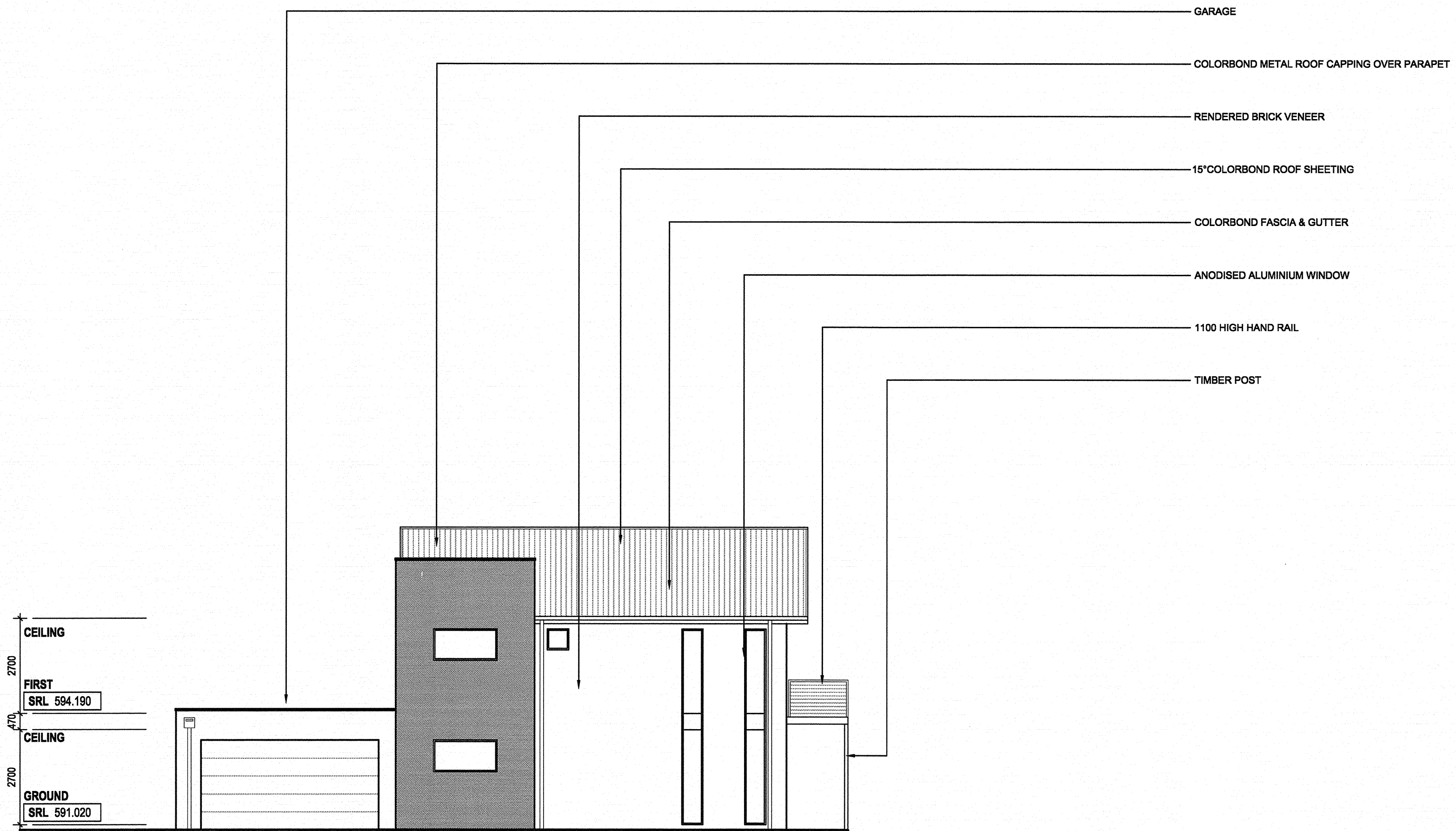
DRAWING TITLE
 BLOCK K
 FIRST FLOOR PLAN_PART B

CLIENT
 KIENA PTY LTD

DATE SCALE DRAWN CHECKED
 FEB.08 (A1) 1:100 JC TERRY RING

JOB NO. DWG NO. CODE
 0605 A 1203 - B P

FILE NAME: Z:\UNITS\0605\10-87\BELCONNEN\PROJECT\0605 Master Floor.dwg 25/02/08 11:27am



○ EAST ELEVATION
 BLOCK K

NOTICE OF DECISION
 LAND (PLANNING AND ENVIRONMENT) ACT 1991
APPROVAL GRANTED
 PURSUANT TO SECTION 230 or 245
 Delegate name RAVI SINGH
 Date 6/6/2008

NOTE:
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NOTE:
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Plan No. 082854-A
 30 JUL 2008
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 ACT Planning & Land Authority

David McCouch Lic No: 200428123
 Building Approval issued under section 28 of
 the Building Act 2004
 This is 23 JUL 2008 numbered
 27 of 34
 smouch

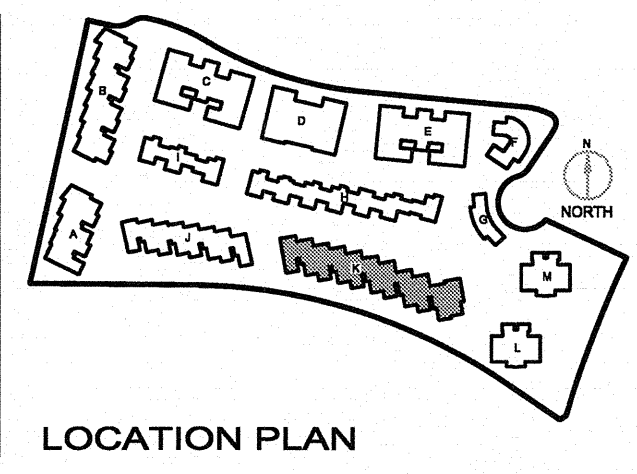
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 NOTED.

Date	No	Amendments	Code
15.11.2006	-	ISSUE TO ACTPLA	A
16.08.07	-	ISSUE TO ACTPLA	B
22.02.08	-	ISSUE TO ACTPLA	P

Date	No	Amendments	Code



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 fax 02 62607244
 email waw@dezignteam.com.au

PROJECT
 MULTI UNIT DEVELOPMENT
PROJECT MANAGER
 TR
BLOCK SECTION DIVISION
 10 87 BELCONNEN
DRAWING TITLE
 BLOCK K
 EAST ELEVATION

CLIENT
 KIENA PTY LTD
DATE SCALE DRAWN CHECKED
 FEB.08 (A1) 1:100 JC TERRY
 RING
JOB NO. DWG NO. CODE
 0605 A 1206-A P



○ NORTH ELEVATION_PART B
BLOCK K

NOTICE OF DECISION
LAND (PLANNING AND ENVIRONMENT) ACT 1991
APPROVAL GRANTED
PURSUANT TO SECTION 230 or 245
Delegate name RAVI SINGH
Date 6/6/2008

NOTE:
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Plan No: 082854-A
30 JUL 2008
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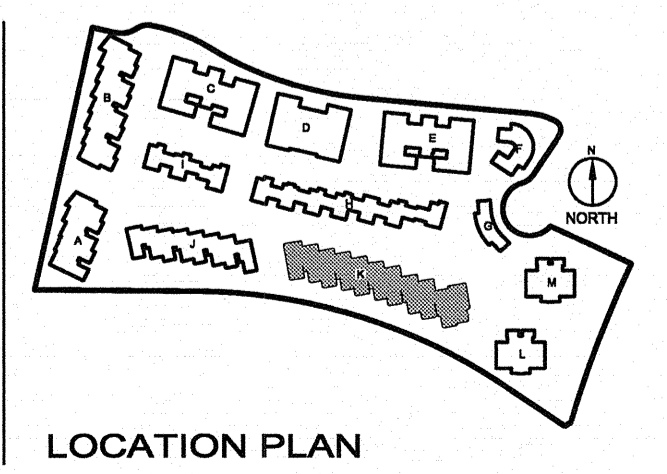
David McCulloch Lic. No: 200428123
Building Approval issued under section 28 of
the Building Act 2004
This approval numbered 26
23 JUL 2008 numbered 34
mcculloch

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NOTE:
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Date	No	Amendments	Code
15.11.2006		ISSUE TO ACTPLA	A
15.08.07		ISSUE TO ACTPLA	B
22.02.08		ISSUE TO ACTPLA	P

Date	No	Amendments	Code

GENERAL NOTES:
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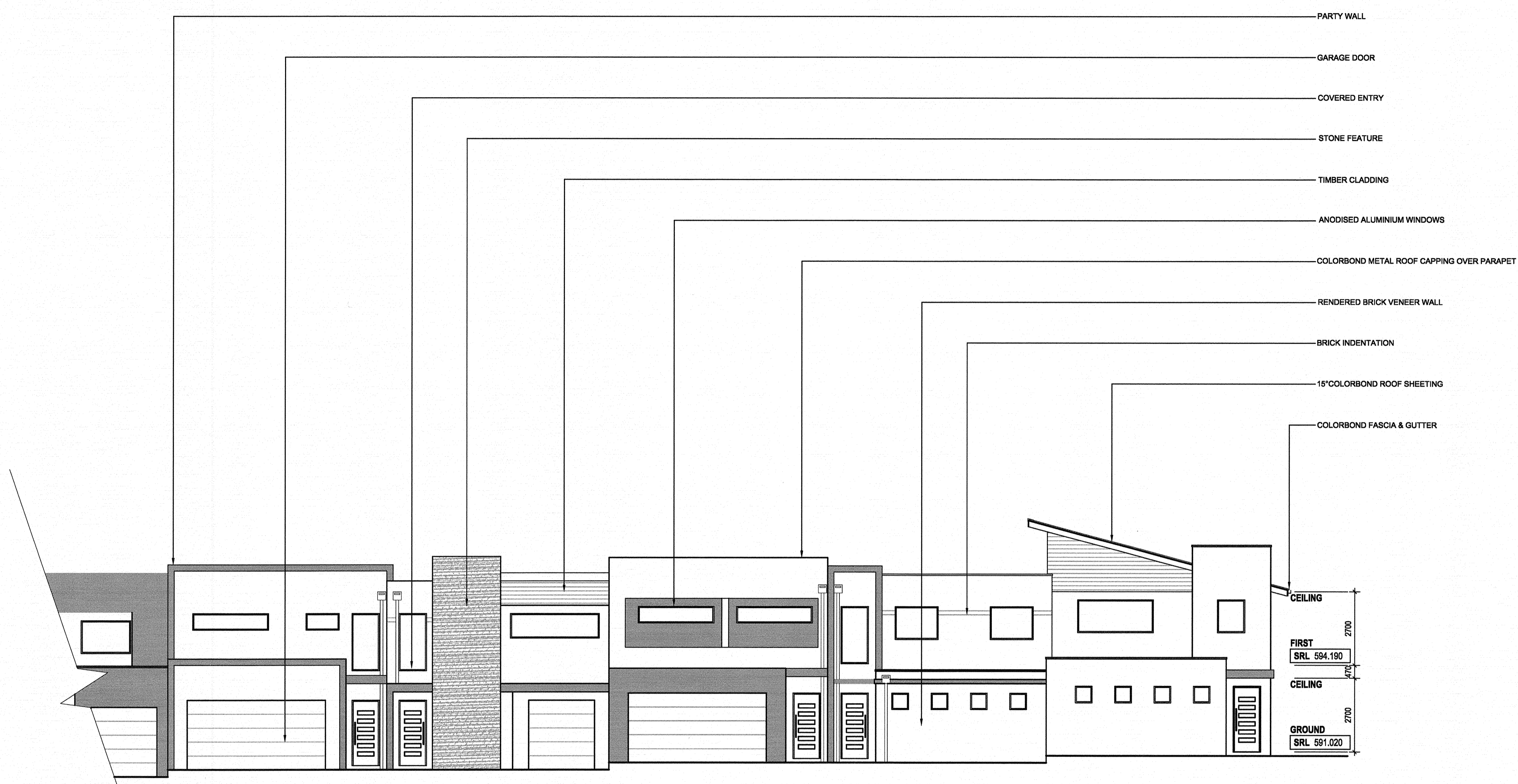


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ABN 33 085 578 081
PO Box 3060, Manuka ACT 2603
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fax 02 62627244
email www@dezignteam.com.au

PROJECT
MULTI UNIT DEVELOPMENT
PROJECT MANAGER
TR
BLOCK SECTION DIVISION
10 87 BELCONNEN
DRAWING TITLE
BLOCK K
NORTH ELEVATION PART B

CLIENT
KIENA PTY LTD
DATE SCALE DRAWN CHECKED
FEB.08 (A1) 1:100 JC CAD TERRY RING
JOB NO. DWG NO. CODE
0605 A 1205-B P

FILE NAME : Z:\UNITS\0605\10-87\BELCONNEN\INTO\0605 Master Plot.dwg 25/02/08 11:50am



SOUTH ELEVATION_PART B
 BLOCK K

NOTICE OF DECISION
 LAND (PLANNING AND ENVIRONMENT) ACT 1991
APPROVAL GRANTED
 PURSUANT TO SECTION 230 or 245
 Delegate name RAVI SINGH
 Date 6/6/2008

NOTE:
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NOTE:
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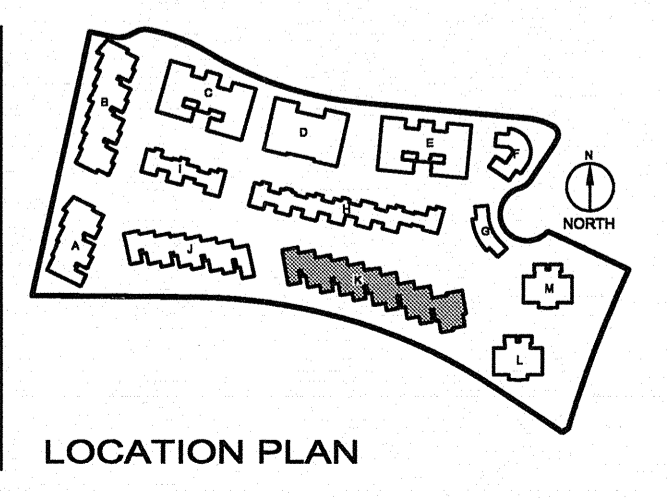
Plan No: 082854-A
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David McCulloch Lic. No: 200428123
 Building Approval issued under section 28 of
 the Building Act 2004
 This sheet 23 JUL 2008 numbered
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 NOTE:
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Date	No	Amendments	Code
15.11.2006		ISSUE TO ACT/PLA	A
15.08.07		ISSUE TO ACT/PLA	B
22.02.08		ISSUE TO ACT/PLA	P

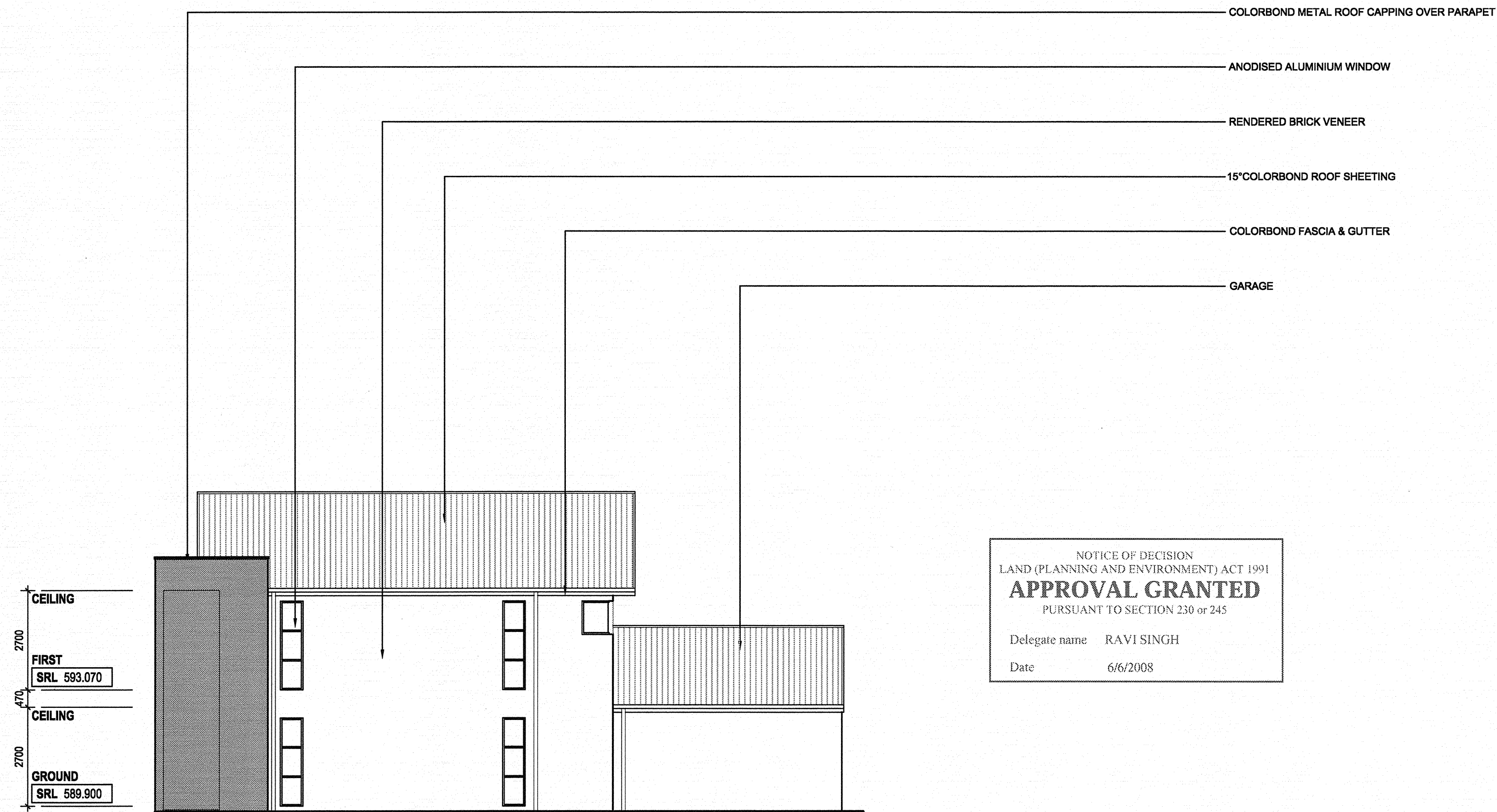
Date	No	Amendments	Code



dezignteam
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 PO Box 3060, Manuka ACT 2603
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 Fax: 02 62007264
 email: www@dezignteam.com.au

PROJECT
 MULTI UNIT DEVELOPMENT
PROJECT MANAGER
 TR
 BLOCK SECTION DIVISION
 10 87 BELCONNEN
DRAWING TITLE
 BLOCK K
 SOUTH ELEVATION PART B

CLIENT
 KIENA PTY LTD
DATE SCALE DRAWN CHECKED
 FEB.08 (A1) 1:100 JC TERRY
 RING
JOB NO. DWG NO. CODE
 0605 A 1207-B P



NOTICE OF DECISION
 LAND (PLANNING AND ENVIRONMENT) ACT 1991
APPROVAL GRANTED
 PURSUANT TO SECTION 230 or 245
 Delegate name RAVI SINGH
 Date 6/6/2008

NOTE:
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NOTE:
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○ WEST ELEVATION
 BLOCK K

Plan No: 082854-A
 30 JUL 2008
 RECEIVED
 ACT Planning & Land Authority

David McCalloch Lic. No. 200428123
 Building Approval issued under section 28 of
 the Building Act 2004
 This is not numbered
 28 of 34
 23 JUL 2008
 McCalloch

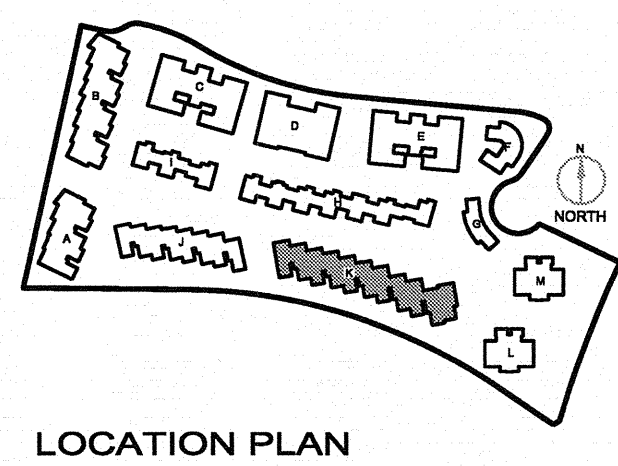
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22.02.08		ISSUE TO ACT/PLA	P

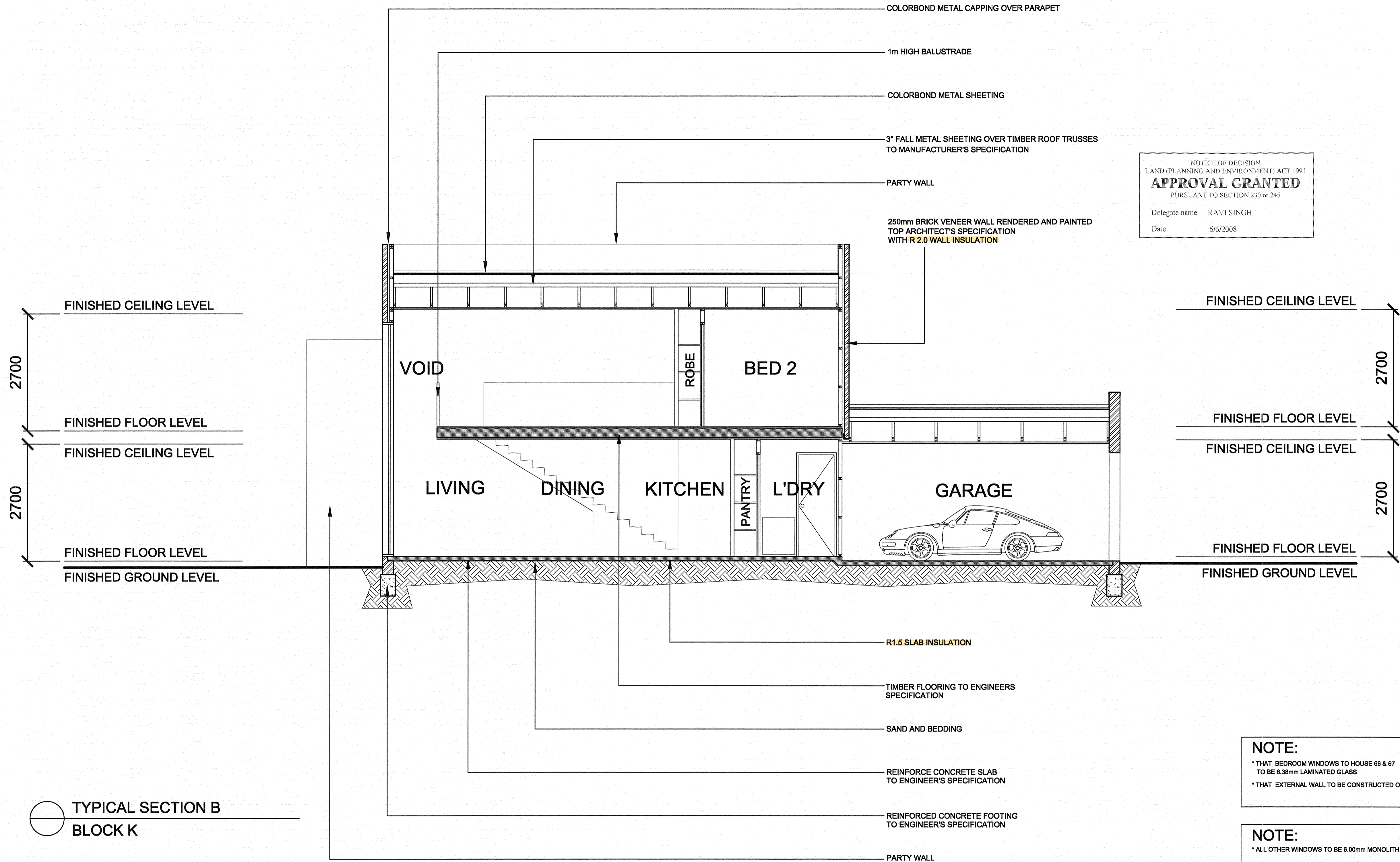
Date	No	Amendments	Code



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 email www@dezignteam.com.au

PROJECT
 MULTI UNIT DEVELOPMENT
 PROJECT MANAGER
 TR
 BLOCK SECTION DIVISION
 10 87 BELCONNEN
 DRAWING TITLE
 BLOCK K
 WEST ELEVATION

CLIENT
 KIENA PTY LTD
 DATE SCALE DRAWN CHECKED
 FEB.08 (A1) 1:100 JC TERRY
 CAD RING
 JOB NO. DWG NO. CODE
 0605 A 1208-A P



NOTICE OF DECISION
 LAND (PLANNING AND ENVIRONMENT) ACT 1991
APPROVAL GRANTED
 PURSUANT TO SECTION 230 or 245
 Delegate name RAVI SINGH
 Date 6/6/2008

TYPICAL SECTION B
 BLOCK K

NOTE:
 * THAT BEDROOM WINDOWS TO HOUSE 66 & 67
 TO BE 6.38mm LAMINATED GLASS
 * THAT EXTERNAL WALL TO BE CONSTRUCTED OF BRICK VENEER

NOTE:
 * ALL OTHER WINDOWS TO BE 6.00mm MONOLITHIC GLASS

Plan No. 082854-A
 30 JUL 2008
 RECEIVED
 ACT Planning & Land Authority

David McCulloch Lic. No. 200428123
 Building Approval issued under section 25 of
 the Building Act 2004
 This plan 30 23 JUL 2008
 of 34
McCulloch

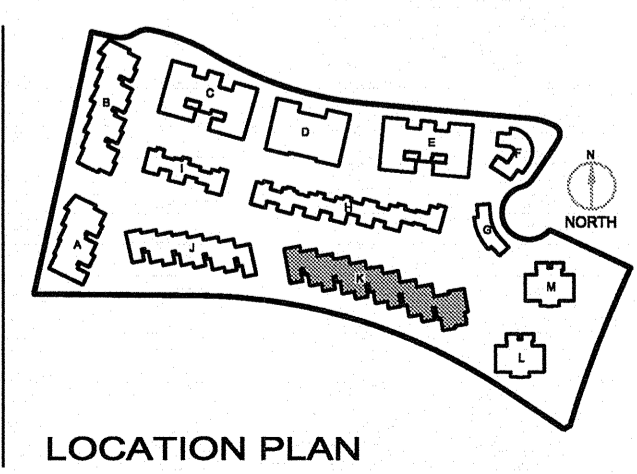
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 NOTE:

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 ALL WORK IN THE BEST AND MOST TRADESMAN LIKE MANNER
 AND TO THE SATISFACTION OF THE SUPERINTENDENT.
 ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE
 NOTED.

Date	No	Amendments	Code
15.11.2008		ISSUE TO ACT/PLA	A
15.08.07		ISSUE TO ACT/PLA	B
22.02.08		ISSUE TO ACT/PLA	P

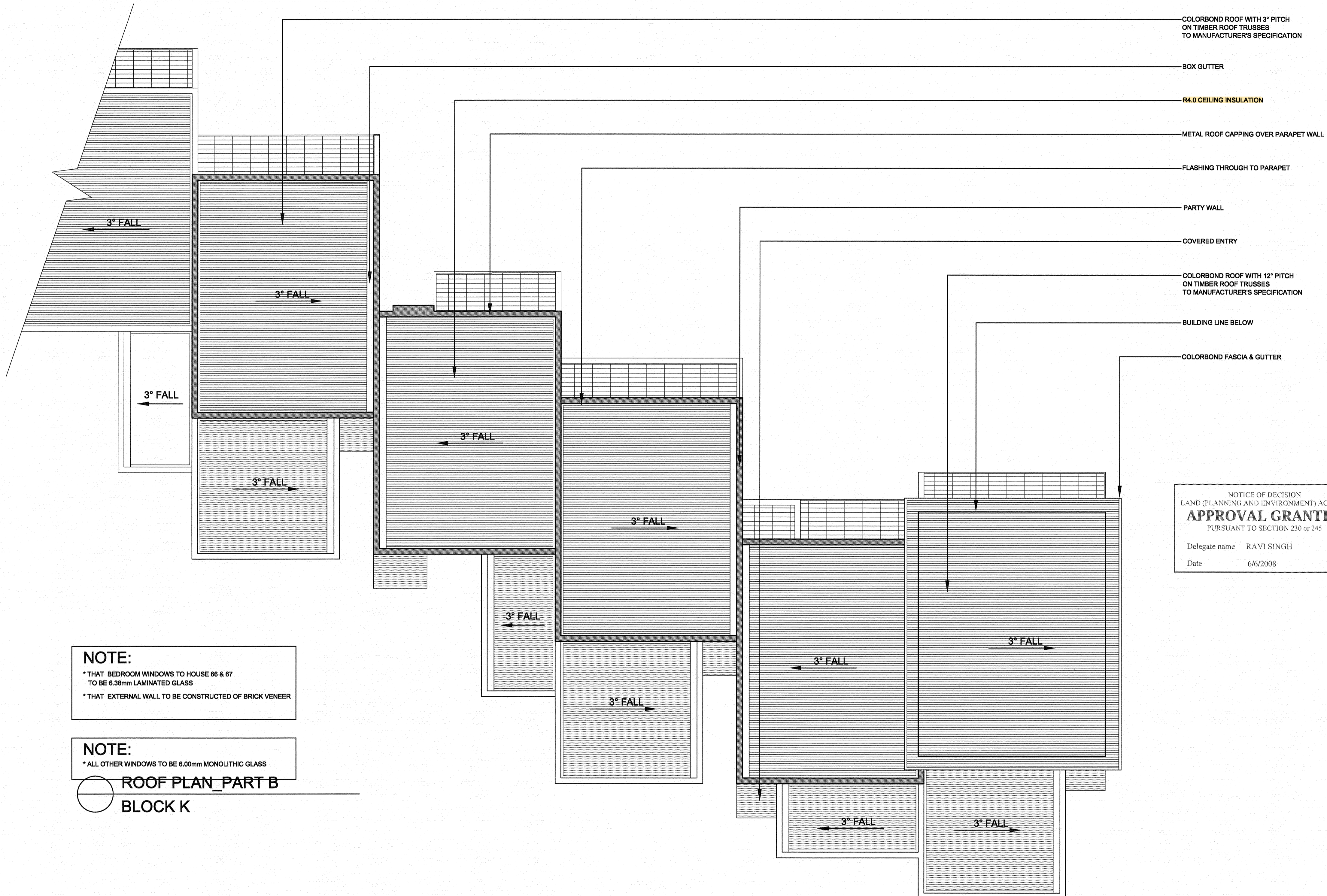
Date	No	Amendments	Code



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 Ph: 02 62027444
 Fax: 02 62027444
 Email: www@dezignteam.com.au

PROJECT
 MULTI UNIT DEVELOPMENT
PROJECT MANAGER
 TR
BLOCK SECTION DIVISION
 10 87 BELCONNEN
DRAWING TITLE
 BLOCK K
 SECTION BB PART A

CLIENT
 KIENA PTY LTD
DATE SCALE DRAWN CHECKED
 FEB.08 (A1) 1:100 JC CAD TERRY RING
JOB NO. DWG NO. CODE
 0605 A 1210-A P



NOTICE OF DECISION
 LAND (PLANNING AND ENVIRONMENT) ACT 1991
APPROVAL GRANTED
 PURSUANT TO SECTION 230 or 245
 Delegate name: RAVI SINGH
 Date: 6/6/2008

NOTE:
 * THAT BEDROOM WINDOWS TO HOUSE 66 & 67 TO BE 6.38mm LAMINATED GLASS
 * THAT EXTERNAL WALL TO BE CONSTRUCTED OF BRICK VENEER

NOTE:
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ROOF PLAN_PART B
 BLOCK K

Plan No: 082854-A
 30 JUL 2008
 RECEIVED
 ACT Planning & Land Authority

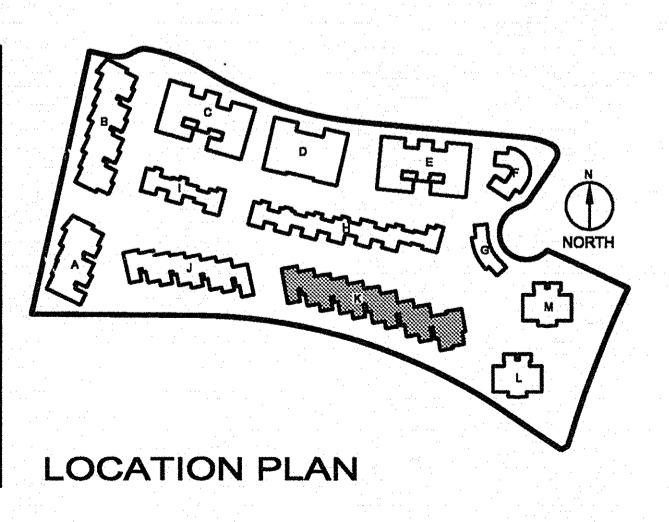
David MacDuffie Lic No: 200428128
 Building Approval issued under section 28 of the Building Act 2004
 This plan numbered 32 of 34
 23 JUL 2008
macduffie

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Date	No	Amendments	Code
15.11.2006		ISSUE TO ACTPLA	A
10.08.07		ISSUE TO ACTPLA	B
22.02.08		ISSUE TO ACTPLA	P

Date	No	Amendments	Code



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 email: www@dezignteam.com.au

PROJECT
 MULTI UNIT DEVELOPMENT

PROJECT MANAGER
 TR

BLOCK SECTION DIVISION
 10 87 BELCONNEN

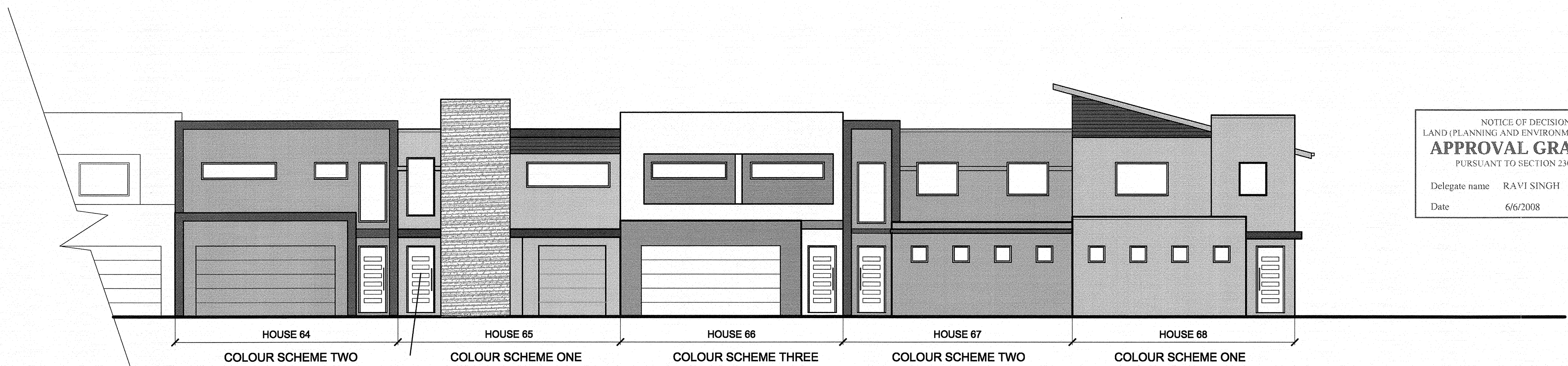
DRAWING TITLE
 BLOCK K
 ROOF PLAN PART B

CLIENT
 KIENA PTY LTD

DATE SCALE DRAWN CHECKED
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JOB NO. DWG NO. CODE
 0605 A 1204 -B P

FILE NAME : Z:\UNITS\0605\10-87BELCONNEN\PTO\0605 Master Plot.dwg 25/07/08 11:33am



NOTICE OF DECISION
 LAND (PLANNING AND ENVIRONMENT) ACT 1991
APPROVAL GRANTED
 PURSUANT TO SECTION 230 or 245

Delegate name RAVI SINGH
 Date 6/6/2008

COLOURBOARD - BLOCK K part B

COLOUR SCHEME ONE		MAIN WALLS	DULUX GREY PEBBLE P14.B1	COLOUR SCHEME TWO		MAIN WALLS	DULUX RUSSIAN TOFFEE P14.D2	COLOUR SCHEME THREE		MAIN WALLS	DULUX SOAPSTONE 50% TINT
		HIGHLIGHT WALLS	DULUX CRUST P12.B5			HIGHLIGHT WALLS	DULUX ARAVA P13.D5			HIGHLIGHT WALLS	DULUX OYSTER LINEN P16.B3
		GUTTERS/FASCIA	COLOURBOND DUNE			GUTTERS/FASCIA	COLOURBOND PAPERBARK			GUTTERS/FASCIA	COLOURBOND SURFMIST
		ROOF	COLOURBOND WOODLAND GREY			ROOF	COLOURBOND PAPERBARK			ROOF	COLOURBOND BUSHLAND
		WINDOW FRAMES	NATURAL ANODISED ALUMINIUM			WINDOW FRAMES	NATURAL ANODISED ALUMINIUM			WINDOW FRAMES	NATURAL ANODISED ALUMINIUM
		GARAGE DOOR	COLOURBOND DUNE			GARAGE DOOR	COLOURBOND PAPERBARK			GARAGE DOOR	COLOURBOND SURFMIST
		STONE FEATURE	CHARCOAL SLATE STACK CLADDING			STONE FEATURE	NATURAL BEIGE STACK CLADDING			STONE FEATURE	CHARCOAL SLATE STACK CLADDING
		TIMBER FEATURE	CEDAR TIMBER WITH CLEAR FINISH			TIMBER FEATURE	CEDAR TIMBER WITH CLEAR FINISH			TIMBER FEATURE	CEDAR TIMBER WITH CLEAR FINISH
		CORRIGATED FEATURE	COLOURBOND SHALE GREY			CORRIGATED FEATURE	COLOURBOND SHALE GREY			CORRIGATED FEATURE	COLOURBOND SHALE GREY

Plan No: 082854-A
 30 JUL 2008
 RECEIVED
 ACT Planning & Land Authority

David McCulloch Lic No: 200428123
 Building Approval issued under section 28 of
 the Building Act 2004
 This is a copy of the original drawing
 23 JUL 2008
 34

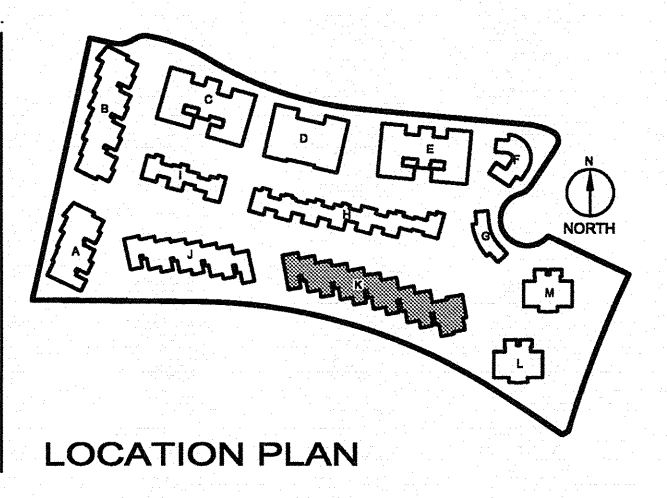
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 NOTE:

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 SITE BEFORE COMMENCING ANY WORK OR DRAWING
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GENERAL NOTES:
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 AUSTRALIA AND LOCAL AUTHORITIES REGULATIONS. EXECUTE
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 NOTED.

Date	No	Amendments	Code
15.11.2006	-	ISSUE TO ACT/PLA	A
15.08.07		ISSUE TO ACT/PLA	B
22.02.08		ISSUE TO ACT/PLA	P

Date	No	Amendments	Code



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 ph. 02 62677444
 fx. 02 62677544
 email www@deziqnteam.com.au

PROJECT
MULTI UNIT DEVELOPMENT

PROJECT MANAGER
 TR

BLOCK	SECTION	DIVISION
10	87	BELCONNEN

DRAWING TITLE
 BLOCK K
 COLOURBOARD PART B

CLIENT
KIENA PTY LTD

DATE	SCALE	DRAWN	CHECKED
FEB.08	(A1) 1:100	JC CAD	TERRY RING

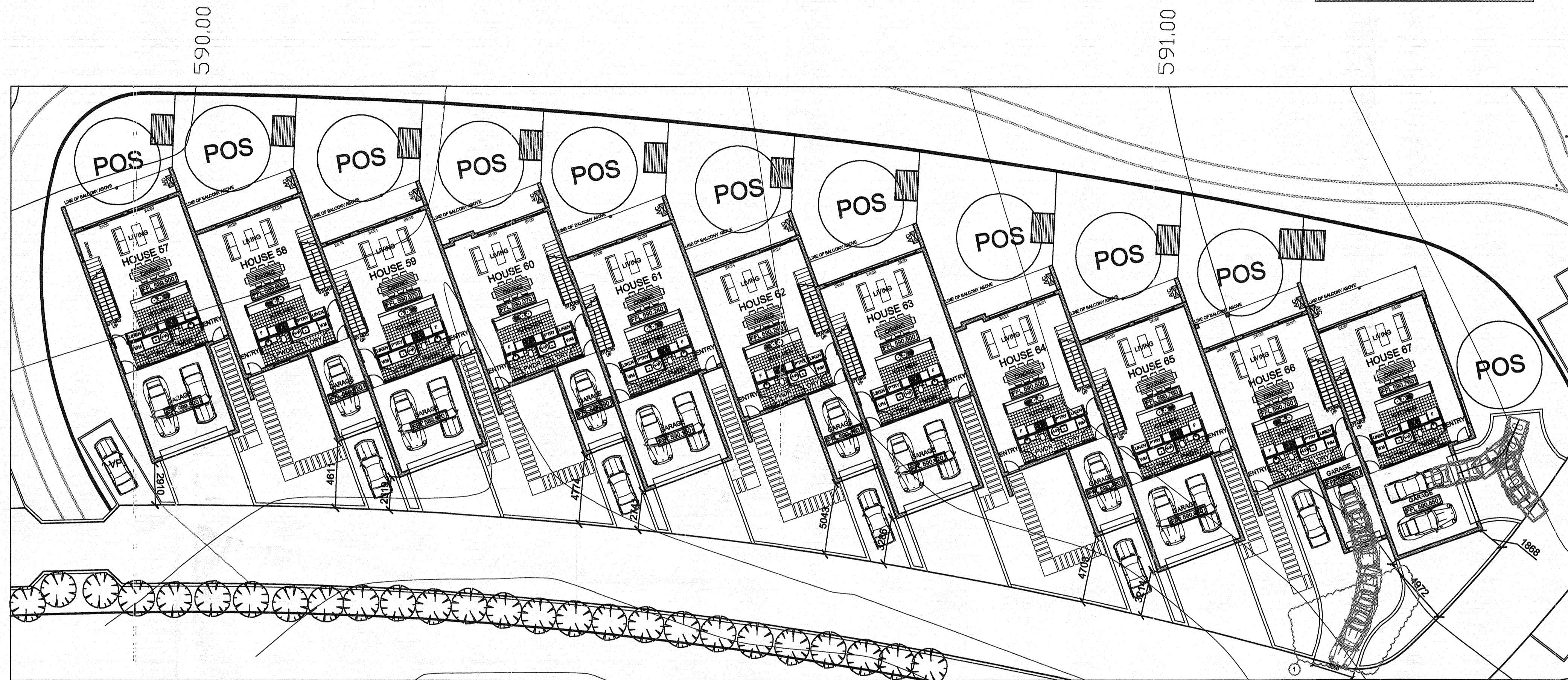
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0605	A 1212-B	P

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Date	No	Amendments	Code
18.08.09	1	DRIVEWAY AND LANDSCAPE REVISED	S

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL AMENDED
 PURSUANT TO SECTION 198
 IN RESPECT OF THE NOMINATED
 AMENDMENTS ONLY

Delegate name: RAVI SINGH
 Date: 24/6/2009



NOTE:
 *THESE SCREENS/SHOULDER TO HOUSES IS NOT TO BE 8.5mm LAMINATED GLASS
 *THE EXTERNAL WALL TO BE CONSTRUCTED OF BRICK VENEER

NOTE:
 *ALL OTHER WINDOWS TO BE 8.5mm MONOLITHIC GLASS

○ PROPOSED SITE PLAN
 BLOCK K

Plan No: C82854/B
 21 JUL 2009
 RECEIVED
 ACT Planning & Land Authority

Ray Atkin Lic. No: 200428123
 Amended Approval issued under section 32 of the Building Act 2004
 This sheet - 9 JUL 2009
 of 1

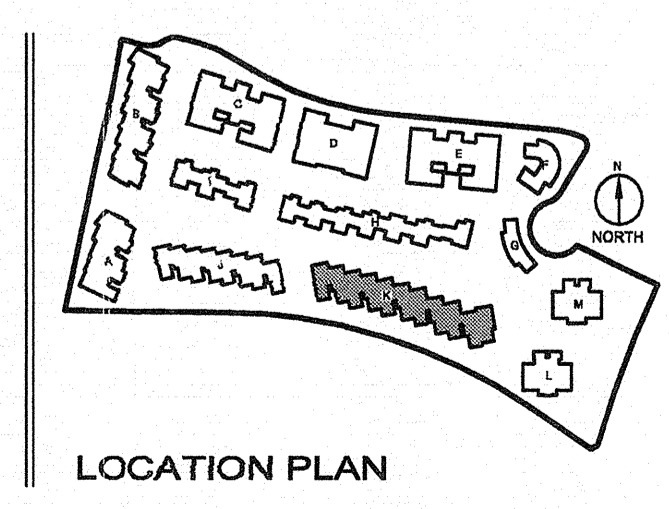
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 NOTE:

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Date	No	Amendments	Code
18.08.09	1	ISSUE TO ACT/PLA	A
15.08.07		ISSUE TO ACT/PLA	B
22.03.06		ISSUE TO ACT/PLA	C
09.03.06		ISSUE TO ACT/PLA	D
18.08.09		ISSUE TO ACT/PLA	S

Date	No	Amendments	Code



dezignteam
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 ARCHITECTS RING & ASSOCIATES
 ARCHITECTS INTERIOR DESIGN

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 ph: 02 62807444
 fax: 02 62807364
 email: www@dezignteam.com.au

PROJECT
 MULTI UNIT DEVELOPMENT

PROJECT MANAGER
 TR

BLOCK SECTION DIVISION
 10 87 BELCONNEN

DRAWING TITLE
 BLOCK K
 SITE PLAN

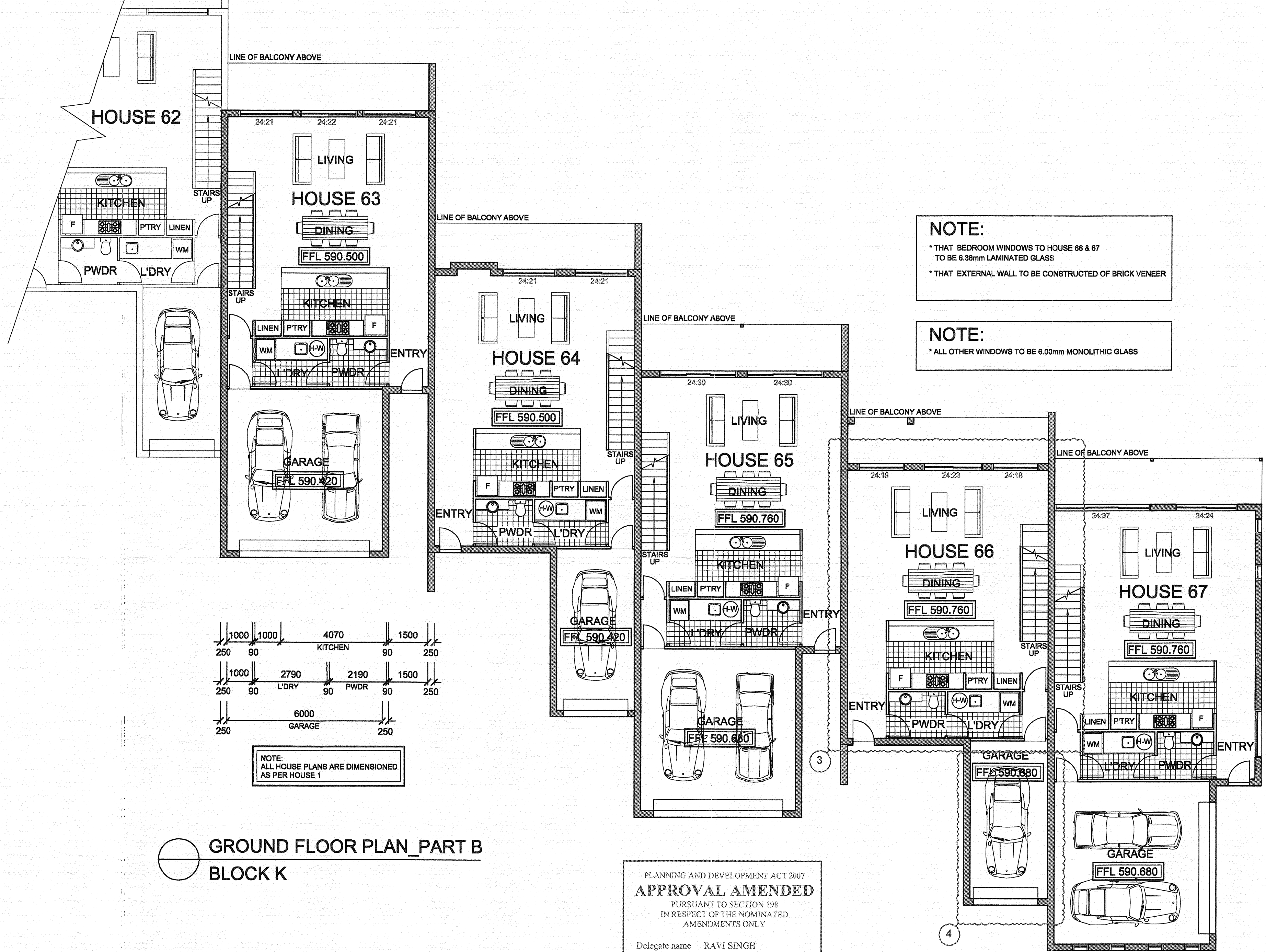
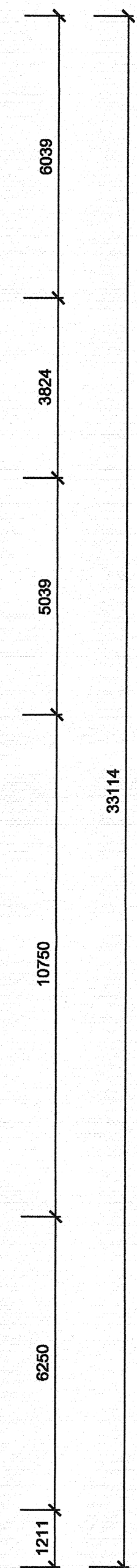
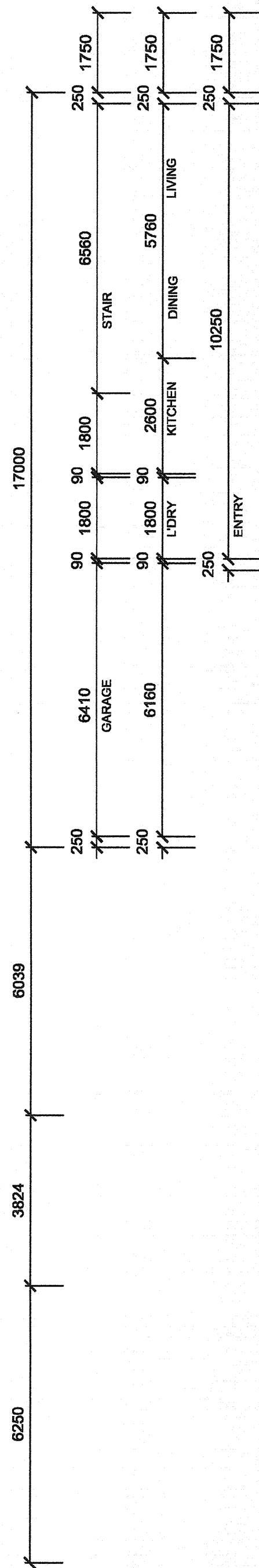
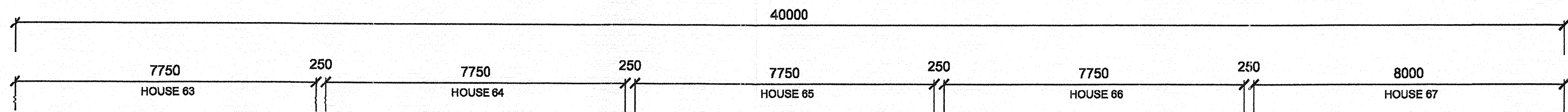
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DATE SCALE DRAWN CHECKED
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JOB NO. DWG NO. CODE
 0605 A 1201 - A S

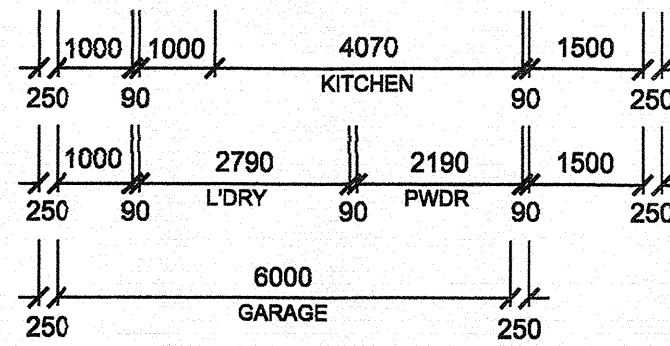
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Date	No	Amendments	Code
06.03.09	3	BUILDING POSITION REVISED	Q
	4	GARAGE POSITION REVISED	Q



NOTE:
 * THAT BEDROOM WINDOWS TO HOUSE 66 & 67 TO BE 6.38mm LAMINATED GLASS
 * THAT EXTERNAL WALL TO BE CONSTRUCTED OF BRICK VENEER

NOTE:
 * ALL OTHER WINDOWS TO BE 6.00mm MONOLITHIC GLASS



NOTE:
 ALL HOUSE PLANS ARE DIMENSIONED AS PER HOUSE 1

GROUND FLOOR PLAN_PART B
 BLOCK K

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL AMENDED
 PURSUANT TO SECTION 198
 IN RESPECT OF THE NOMINATED
 AMENDMENTS ONLY
 Delegate name RAVI SINGH
 Date 24/6/2009

Plan No: 082854/B
 21 JUL 2009
 RECEIVED
 ACT Planning & Land Authority

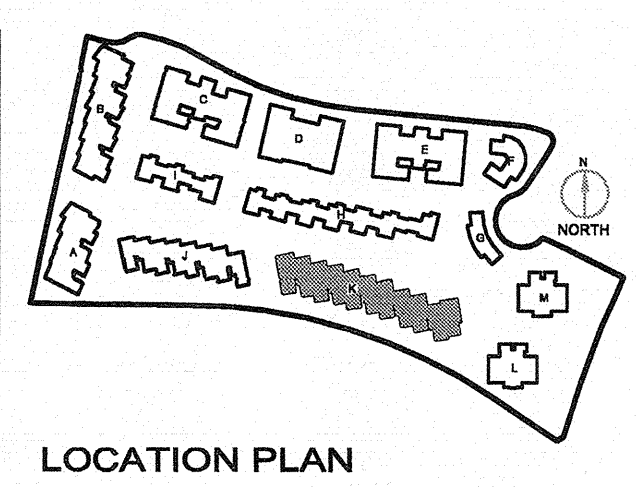
Ray Atkin Lic. No: 200428128
 Amended Approval issued under section 32 of the Building Act 2004
 This plan - 9 JUL 2009
 TERRY RING

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Date	No	Amendments	Code
15-11-2009		ISSUE TO ACT/PLA	A
15-06-07		ISSUE TO ACT/PLA	P
02-08-09		ISSUE TO ACT/PLA	P
06-03-09		ISSUE TO ACT/PLA	Q

Date	No	Amendments	Code

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 ABN 53 085 578 091
 PO Box 2060, Manuka ACT 2603
 Ph: 02 62821444
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 Email: warwick@dezignteam.com.au

PROJECT
 MULTI UNIT DEVELOPMENT
PROJECT MANAGER
 TR
BLOCK SECTION DIVISION
 10 87 BELCONNEN
DRAWING TITLE
 BLOCK K
 GROUND FLOOR PLAN_PART B

CLIENT
 KIENA PTY LTD
DATE SCALE DRAWN CHECKED
 MAR.09 (A1) JC TERRY RING
 1:100 CAD
JOB NO. DWG NO. CODE
 0605 A 1202 - B Q

Date	No	Amendments	Code
06.03.2009	4	GARAGE POSITION REVISED	a



○ SOUTH ELEVATION_PART B
BLOCK K

NOTE:
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PLANNING AND DEVELOPMENT ACT 2007
APPROVAL AMENDED
 PURSUANT TO SECTION 198
 IN RESPECT OF THE NOMINATED
 AMENDMENTS ONLY
 Delegate name RAVI SINGH
 Date 24/6/2009

Plan No: 082854/B
 21 JUL 2009
 RECEIVED
 ACT Planning & Land Authority

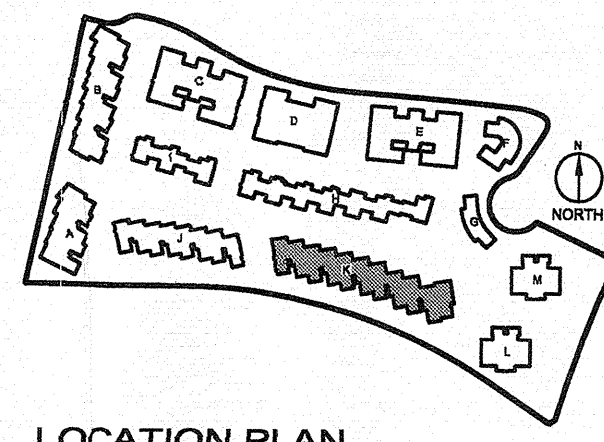
Ray Atkin Lic. No: 200428123
 Amended Approval issued under section 92 of the Building Act 2004
 This is a - 9 JUL 2009 number of 5 of 6

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Date	No	Amendments	Code
14.11.2006		ISSUE TO ACTPLA	A
15.08.07		ISSUE TO ACTPLA	B
22.02.08		ISSUE TO ACTPLA	P
06.03.09		ISSUE TO ACTPLA	a

Date	No	Amendments	Code



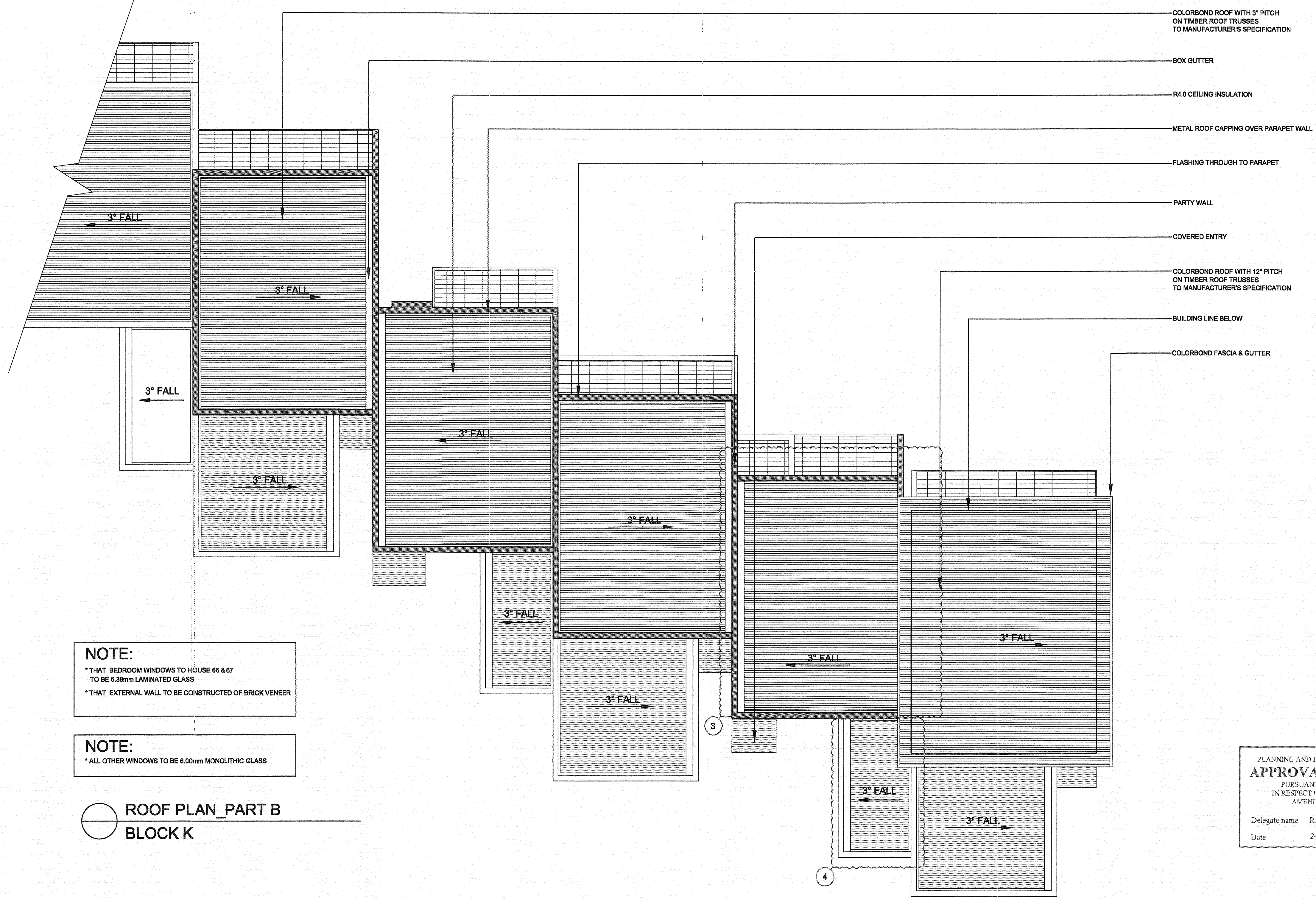
dezignteam
 ARCHITECTURAL PROJECTS
 ARCHITECTS RING & ASSOCIATES PTY LTD
 104 LINDROD STREET, SUITE 177, CANBERRA, ACT 2603
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 email: www@dezignteam.com.au

PROJECT
 MULTI UNIT DEVELOPMENT
PROJECT MANAGER
 TR
BLOCK SECTION DIVISION
 10 87 BELCONNEN
DRAWING TITLE
 BLOCK K SOUTH ELEVATION PART B

CLIENT
 KIENA PTY LTD
DATE SCALE DRAWN CHECKED
 MAR.09 (A1) 1:100 JC CAD TERRY RING
JOB NO. DWG NO. CODE
 0605 A 1207-B Q

FILE NAME:

Date	No	Amendments	Code
06.03.09	3	BUILDING POSITION REVISED	Q
	4	GARAGE POSITION REVISED	Q



NOTE:
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NOTE:
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ROOF PLAN_PART B
 BLOCK K

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL AMENDED
 PURSUANT TO SECTION 198
 IN RESPECT OF THE NOMINATED
 AMENDMENTS ONLY
 Delegate name RAVI SINGH
 Date 24/6/2009

Plan No: 00884/B
 21 JUL 2009
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 ACT Planning & Land Authority

Ray Atkin Lic. No: 200428123
 Amended Approval issued under section 32 of
 the Building Act 2004
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 of 0.000000

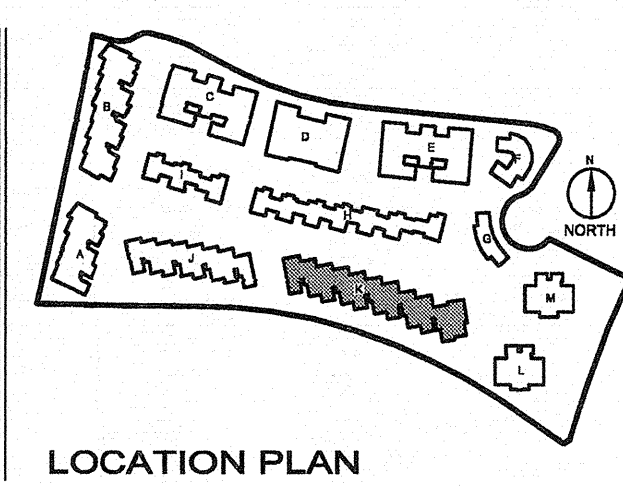
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Date	No	Amendments	Code
10.11.2005		ISSUE TO ACT/PLA	A
15.08.07		ISSUE TO ACT/PLA	B
22.09.08		ISSUE TO ACT/PLA	P
06.03.09		ISSUE TO ACT/PLA	Q

Date	No	Amendments	Code



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 email: www.ringandassociates.com.au

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 ph: 02 6207244 fax: 02 6207244
 email: www.dezignteam.com.au

PROJECT
 MULTI UNIT DEVELOPMENT
 PROJECT MANAGER
 TR
 BLOCK SECTION DIVISION
 10 87 BELCONNEN
 DRAWING TITLE
 BLOCK K
 ROOF PLAN PART B

CLIENT
 KIENA PTY LTD
 DATE SCALE DRAWN CHECKED
 MAR.09 (A1) 1:100 JC TERRY
 CAD RING
 JOB NO. DWG NO. CODE
 0605 A 1204 -B Q

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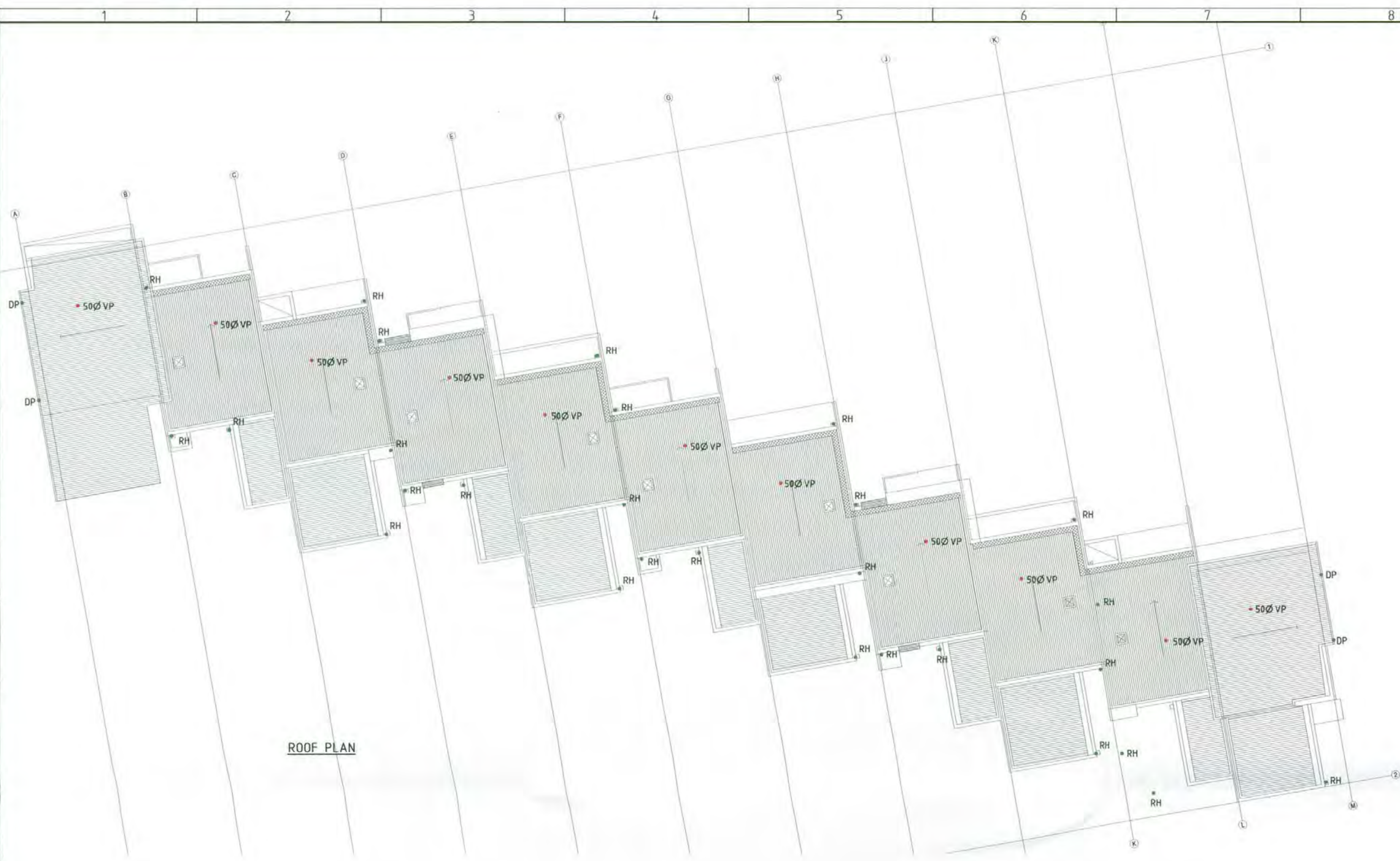
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113612

PLAN OF SANITARY DRAINAGE
DESIGNED TO AS3500

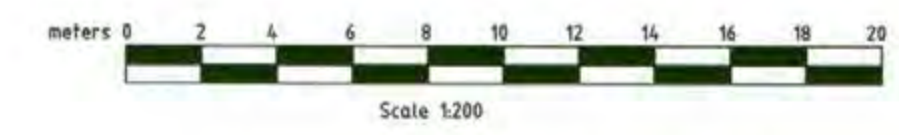
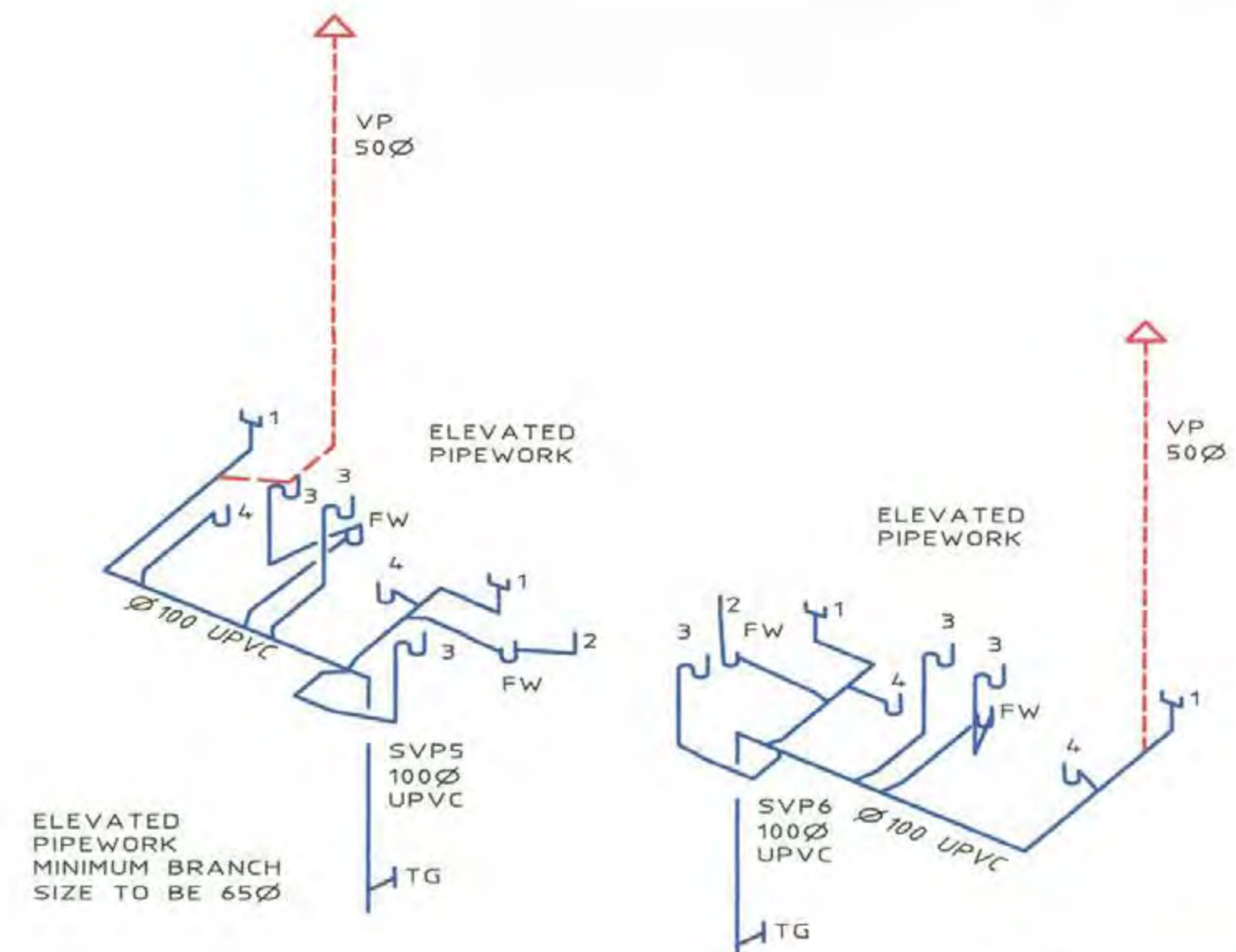
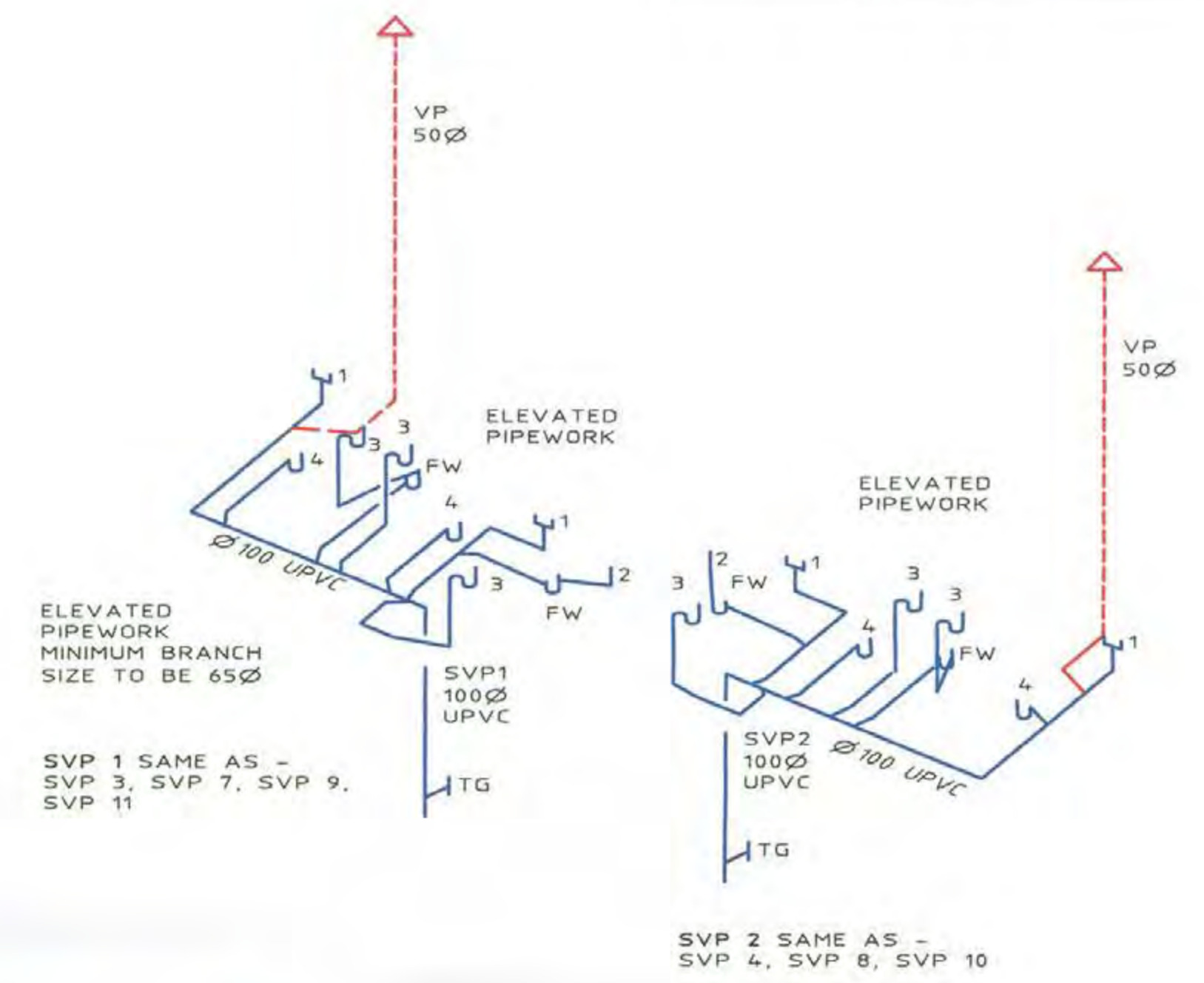
OWNER KIENA PTY LTD
BLOCK 10 SECTION 87
SUBURB BELCONNEN



WORK AS EXECUTED



ROOF PLAN



PLUMBING PLAN APPROVED
SIGNATURE: *[Signature]*
APPROVED BY: JAMES G. ALLAN
REG. NUMBER: P20
DATE: 24.09.2009

ISSUE / AMEND	DESCRIPTION	DATE	DRAWN
D	WORK AS EXECUTED	23.09.09	JG
C	FOR CERTIFICATION	14.11.07	IK
B	FOR TENDER HW DETAIL DELETED & NOTE AMENDED	08.10.07	IK
A	FOR TENDER	15.08.07	IK

ISSUE / AMEND	DESCRIPTION	DATE	DRAWN



CLIENT
dezignteam
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4/11-15/150-150
PO BOX 5005 BRADDON ACT 2612
p: 02 6201 0200 f: 02 6247 2203
sellickconsultants.com.au

sellick consultants
po box 5005 braddon act 2612
p: 02 6201 0200 f: 02 6247 2203
sellickconsultants.com.au

PROJECT TITLE
PROPOSED MULTI UNIT DEVELOPMENT

DESIGNED BY: GF & IK
CHECKED BY: GF
AUTHORISED BY:
DATE:

DRAWING TITLE
HYDRAULIC SERVICES
BLOCK K
ROOF PLAN
PROJECT LOCATION
BLOCK 10 SECTION 87 BELCONNEN

SCALE
1:200 @ A1
JOB NO.
70135
DRAWING NO.
H113

DRAINAGE PLAN NUMBER:

113612

PLAN OF SANITARY DRAINAGE

DESIGNED TO AS3500

OWNER KIENA PTY LTD

BLOCK 10 SECTION 87

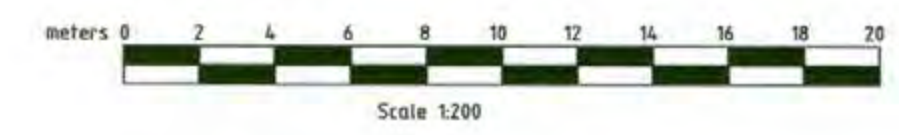
SUBURB BELCONNEN



WATER NOTES:

- CONTRACTOR TO SUPPLY AND INSTALL SECONDARY WATER METER TO EACH UNIT.
- HWS HWU TO BE RINNAI INFINITY 26 IN BRICK RECESS BOX 199MJ/hr GAS INPUT. INSULATE ALL PIPEWORK IN MASONRY WALLS.

WORK AS EXECUTED



PLUMBING PLAN APPROVED

SIGNATURE

APPROVED BY JAMES G. ALLAN

REG. NUMBER P20

DATE 24.09.2009

ISSUE AMEND	DESCRIPTION	DATE	DRAWN
D	WORK AS EXECUTED	23.09.09	JG
C	FOR CERTIFICATION	14.11.07	IK
B	FOR TENDER HW DETAIL DELETED & NOTE AMENDED	08.10.07	IK
A	FOR TENDER	15.08.07	IK

ISSUE AMEND	DESCRIPTION	DATE	DRAWN



CLIENT

deziqteam
ARCHITECTURAL PROJECTS

sellick consultants
po box 5005 braddon act 2612
p: 02 6201 0200 f: 02 6247 2203
sellickconsultants.com.au

PROJECT TITLE
PROPOSED MULTI UNIT
DEVELOPMENT

DESIGNED BY
GF & IK

CHECKED BY
GF

AUTHORISED BY

DATE

DRAWING TITLE
HYDRAULIC SERVICES
BLOCK K
GROUND FLOOR & FIRST FLOOR
PROJECT LOCATION
BLOCK 10 SECTION 87 BELCONNEN

SCALE
1:200 @ A1

JOB NO.
70135

DRAWING NO.
H112

PAYMENT PENDING

As per terms and conditions in the Residential Reports Client Guarantee



Tax Invoice

Inspection Number 44220

Please ensure this number is used when making payment

20 August 2025

Hai Shao & Xiaowen Zhao


For the Property at: 66/11 Joy Cummings Place Belconnen ACT 2617

NO PAY UPFRONT RAPID INSPECTIONS PACKAGE	
Access Canberra conveyancing fees (no GST)	181.00
Property Inspection and Report (package price)	520.00
Timber Pest Inspection and Report (package price)	490.00
Building Compliance Inspection and Report (package price)	475.45
First Rate Energy Efficiency Inspection & Report (complimentary)	0.00
Subtotal	1,666.45
Total GST	148.55
TOTAL INC GST	\$1,815.00

Thank you for your business

**We offer comprehensive Pest Management Solutions!
Call now to book your regular Pest Control Service**

No Pay Package Conditions: This invoice must be paid on settlement or within 180 days of the date of inspection, whichever comes first. We must be notified immediately if the property is not marketed within 3 months or is withdrawn from the market and the invoice must be settled within 14 days. Failure to adhere to these terms will result in associated legal and collection fees being applied to amount due.

PAYMENT OPTIONS	
	To avoid unallocated payments please use reference number: 44220
Credit Card	Please call 6288 0402 to provide card details. Your account is not debited until the day reports are released. Providing these details as soon as possible will ensure there is no delay when reports are ready.
Direct Deposit	Account Name: Residential Reports BSB: 012-997 Account Number: 2269 05945 Reference: 44221 IMPORTANT: PLEASE ensure this unique ID is used



A PERCENTAGE OF EVERY JOB IS DONATED TO OUR WITHOUT A ROOF PROGRAM

Every year we step into hundreds of homes, yet in our region there are still so many people living without acceptable, permanent or safe shelter. A percentage from each inspection we conduct is contributed to our in-house program 'Without a Roof' and periodically donated to make small changes to this big issue. To find out more visit residentialreports.com.au

Residential Reports Pty Limited ABN 38 609 880 122

35 Poynton Street Hughes ACT 2605 p 6288 0402 info@residentialreports.com.au

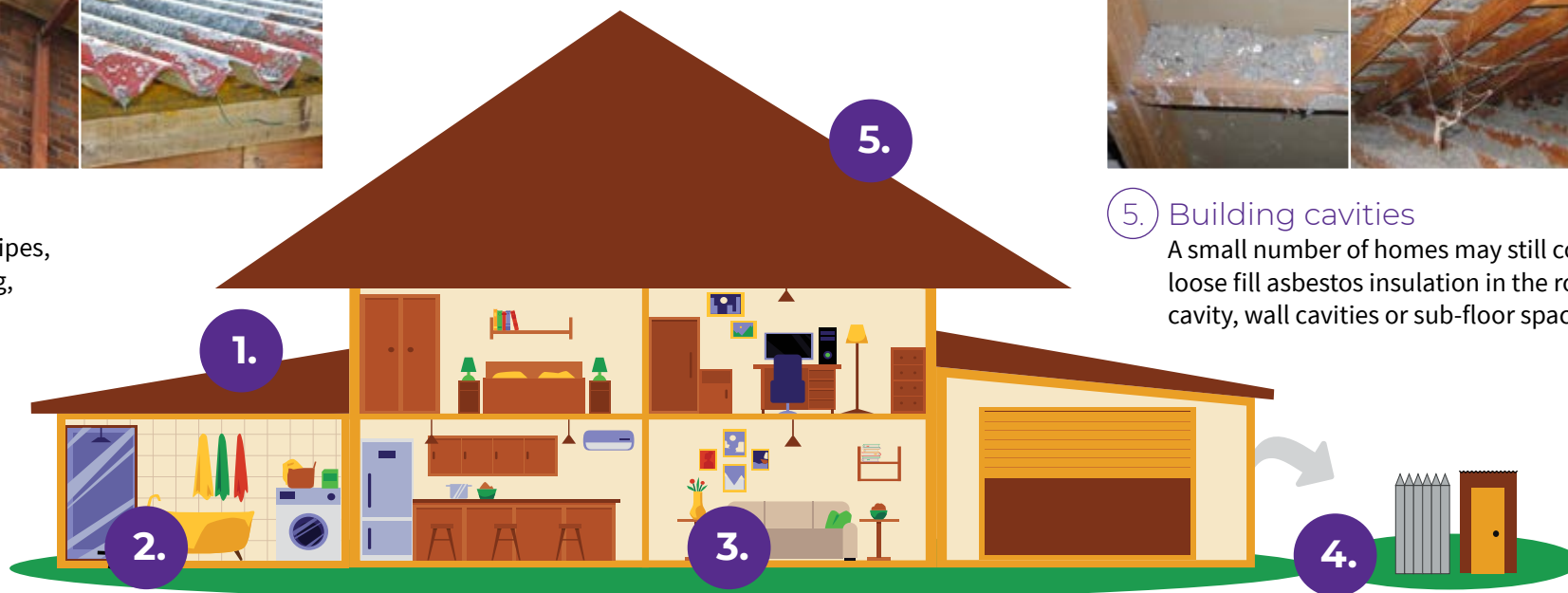
Member- Master Builders Association & The Australian Environmental Pest Managers Association

If a home was built before 1990 it may contain dangerous asbestos material

Identify where asbestos materials might be. Five common places are:



1. Exterior
roof sheeting, gutters, downpipes,
ridge capping, eaves, cladding,
electrical switchboards



5. Building cavities
A small number of homes may still contain
loose fill asbestos insulation in the roof
cavity, wall cavities or sub-floor space



2. Wet areas - bathroom, laundry and kitchen
wall and ceiling panels, vinyl floor tiles, backing for wall tiles
and splashbacks, hot water pipe insulation



3. Internal areas
wall and ceiling panels, carpet underlay,
textured paints, insulation in domestic
heaters



4. Backyard
fences, sheds, garages, carports, dog kennels, buried or
dumped waste, letterboxes, swimming pools

If a home was built before 1990 it may contain dangerous asbestos material

Assess the risk

A licensed asbestos assessor can help identify asbestos in your home and its condition.

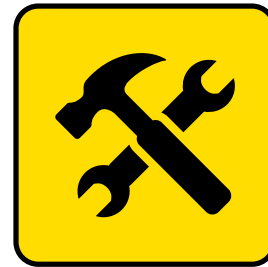
Asbestos materials become dangerous when:



Broken or in poor condition



Damaged accidentally



Disturbed during renovation or repairs



Loose fill asbestos insulation



Manage asbestos safely

- Monitor the condition of asbestos in your home
- Inform tradespeople of locations of asbestos in your home
- Avoid disturbing or damaging asbestos if working on your home
- Engage a licensed asbestos removalist to remove asbestos

If you suspect your home contains loose fill asbestos insulation, contact Access Canberra.

Tenancy Agreement

It is agreed that the lessor grants to the tenant for value a right of occupation of the premises for use as a residence by the tenant in accordance with this tenancy agreement (including the 100 terms of the tenancy under the heading "Terms of Tenancy" incorporating the Standard residential tenancy terms, Schedule 1, Residential Tenancies Act 1997). *S8 RTA – A tenancy agreement must contain, and is taken to contain, the standard terms in Schedule 1.*

The parties

Lessor's Name This agreement is made between:
the lessor
Hai Shao & Xiaowen Zhao

& Address Of
31 Nevertire Street, Lawson ACT 2617

and the
Names of all Tenants tenant/s. Russell Dean Oates & Patricia Jamieson

Name of each of the persons who will occupy the premises as a residence It is agreed that the tenant/s and the following persons will occupy the premises for use as a residence:
N/A

Agent's Name The Lessor's agent is
N/A

& Address of

The premises

Street Address of premises (If unit, unit plan number) The Lessor lets to the Tenant the premises
at 66/11 Joy Cummings Place, Belconnen ACT 2617
.....,
together with all furniture, fittings, appliances and goods listed in the Condition Report.

Rent amount (Specify payment method) The rent
The rent is \$ 1400 per fortnight
Payable in advance to the lessor by direct bank transfer to the nominated bank account below

Commencement date

The Tenancy shall consist of:

Fixed term

1. An agreed fixed term from 3rd January 2022 (commencing date) (inclusive) to 2nd January 2023 (finishing date) (inclusive); **and**
2. A periodic tenancy **begins automatically** after the fixed term has ended unless terminated by the lessor or tenant in accordance with the Residential Tenancies Act.

Or, if the tenancy is to be periodic only

Periodic

The agreement shall commence from (date) and continue until terminated by the lessor or tenant in accordance with the Residential Tenancies Act.

The bond

Bond arrangements

The amount of bond is \$ 2800 (being not more than the equivalent of four weeks' rent).

The lessor shall arrange for the deposit the bond with the Office of Rental Bonds (unless otherwise agreed). The bond shall be lodged within 10 working days.

Address for service of documents

Address for service

Notices or any other documents may be delivered via email, in person, by post, or by registered courier to the Lessor at:

- the address of the Lessor's agent above; and/or
- the following email address:
bello_matteo@hotmail.com

Notices or any other documents may be delivered via email, in person, by post, or by registered courier to the Tenant at:

- the premises to be let under this agreement; and/or
- the following email address:
russ61@live.com.au

The lessor and the tenant acknowledge that notices forwarded by the methods identified above shall be effective *unless* another reasonable method for the service of documents has been communicated, and agreed to, in writing to the other party.

Urgent repairs

Lessor's nominee

Where urgent repairs are required, the tenant must contact the lessor or the lessor's nominee (in accordance with clause 59 below). For this purpose, the lessor's nominee is:

Hai Shao

and the nominee's 24-hour contact number is: 0414828266

TERMS OF TENANCY

<p>The lessor and tenant must comply with the terms of the Tenancy Agreement</p>	<ol style="list-style-type: none"> 1. (1) This tenancy agreement is made under the Residential Tenancies Act 1997 (the Residential Tenancies Act). (2) The lessor and the tenant may agree to add additional clauses to the tenancy agreement, but they must not be inconsistent with, or modify, existing clauses (except if permitted by the Act). 2. By signing this tenancy agreement, the lessor and the tenant agree to be bound by its terms during the period of the tenancy it creates. 3. A party to this tenancy agreement cannot contract out of it or out of the provisions of the Residential Tenancies Act, except as provided in that Act. 4. A fixed term tenancy must be for the single period specified in the tenancy agreement. 5. A periodic tenancy includes a tenancy that is not specified to be for a fixed term, including such a tenancy which commences on the expiration of a fixed term tenancy. 6. A reference in this tenancy agreement to a notice to vacate and a notice of intention to vacate is taken to be a reference to a termination notice under the Residential Tenancies Act.
<p>Costs and procedures for establishing a Tenancy Agreement</p>	<ol style="list-style-type: none"> 7. The lessor bears the cost of preparation and execution of this tenancy agreement. 8. The tenant is responsible for any legal costs that the tenant incurs in relation to preparation and execution of this tenancy agreement. 9. The lessor must give a copy of the proposed tenancy agreement to the tenant before the commencement of the tenancy. 10. The tenancy agreement must be signed by the tenant and by the lessor (or by their authorised agents). 11. The lessor must give a copy of the tenancy agreement, signed by each party, to the tenant as soon as possible after it has been signed by each party, but no later than 3 weeks after the tenant has returned a signed copy. 12. If the lessor does not return the tenancy agreement to the tenant, as provided by clause 11, the tenancy agreement has full effect in the terms signed by the tenant on occupation of the premises or acceptance of rent.
<p>Information</p>	<ol style="list-style-type: none"> 13. (1) The lessor must provide to the tenant a copy of an information booklet about residential tenancies authorised by the commissioner of fair trading before the commencement of this agreement. (2) If it is not possible to provide the tenant with a booklet, the lessor must inform the tenant of the booklet and where it may be obtained. (3) If the premises are a unit within the meaning of the <i>Unit Titles Act 2001</i>, the lessor must give the tenant a copy of the owners' corporation's rules before the commencement of this agreement.
<p>BOND AND CONDITION REPORT</p>	<ol style="list-style-type: none"> 14. Payment of a bond is not necessary unless required by the lessor. 15. Only 1 bond is payable for the tenancy created by this tenancy agreement. 16. The amount of the bond must not exceed the amount of 4 weeks rent. 17. If the lessor requires a bond, the bond must be lodged with the Office of Rental Bonds. 18. Either party may lodge the Bond with the Office of Rental Bonds.
<p>If the lessor and tenant agree that the tenant is to lodge the bond</p>	<ol style="list-style-type: none"> 19. If the parties agree that the tenant is to lodge the bond, the following applies: <ol style="list-style-type: none"> (a) the tenant, or the lessor on the tenant's behalf, must complete the bond lodgement form provided by the Office of Rental Bonds and lodge the form with the Office; (b) the tenant must lodge the bond with the Office of Rental Bonds in the way permitted by the Office; (c) the lessor may require lodgement of the bond before the lessor gives possession of the premises to the tenant and if this is the case, the tenant must be able to take possession of the premises and receive the keys to the premises as soon as the tenant provides the lessor with evidence of lodgement of the bond or the Office of Rental Bonds notifies the lessor that the bond was received by the Office.
<p>If the lessor is to lodge the bond</p>	<ol style="list-style-type: none"> 20. If the lessor is to lodge the bond, the following applies: <ol style="list-style-type: none"> (a) on receiving the bond, the lessor must give the tenant a receipt for the bond; (b) the lessor must complete the bond lodgement form provided by the Office of

	<p>Rental Bonds and lodge the form with the Office; Note: Under the Electronic Transactions Act 2001, s 8(1), information required to be in writing may be given electronically in certain circumstances.</p> <p>(c) the lessor must lodge the bond with the Office of Rental Bonds in the way permitted by the Office within—</p> <ol style="list-style-type: none"> i. the later of 2 weeks after receiving the bond and the commencement of the tenancy; or ii. if the lessor’s real estate agent lodges the bond—the later of 4 weeks after receiving the bond and the commencement of the tenancy.
Condition Report	<p>21. (1) Within 1 day of the tenant taking possession of the premises, the lessor must give 2 copies of a condition report completed by the lessor to the tenant (2) The condition report must be on, or to the effect of, the condition report form published by the Territory.</p> <p>22. (1) The tenant must examine the report and indicate on the report the tenant’s agreement or disagreement with the items. (2) Within 2 weeks after the day the tenant receives the report, the tenant must return 1 copy of the report to the lessor, signed by the tenant and indicating the tenant’s agreement or disagreement with the report or parts of the report.</p> <p>23. The lessor must keep the condition report for a period of not less than 1 year after the end of the tenancy</p>
End of tenancy— inspection and condition report	<p>23A (1) At the end of the tenancy, an inspection of the premises must be carried out in the presence of the lessor and tenant. (2) A condition report based on the inspection must be completed in the presence of, and signed by, the lessor and tenant. (3) A party may complete and sign a condition report in the absence of the other party if the party has given the other party a reasonable opportunity to be present when the report is completed and signed.</p>
RENT & OTHER CHARGES Rent & bond only Holding deposits Payment of rent Maximum rent in advance	<p>24. The lessor must not require any payment other than rent or bond for the following: (a) the granting, extension, transfer or renewal of a tenancy or subtenancy; (b) vacating of premises; (c) obtaining a key to the premises; (d) information on the availability of tenancies.</p> <p>25. The Residential Tenancies Act prohibits the taking of holding deposits</p> <p>26. (1) The tenant must pay the rent on time. (2) The tenant must not use the bond money to pay the rent for the last weeks of the tenancy. (3) The tenant and the lessor may agree to change the way rent is paid (including, for example, where the rent is paid or whether it is to be paid into a nominated bank account or whether it is to be paid in person). (4) The tenant and lessor may agree that rent is to be paid electronically</p> <p>27. The lessor must not require the tenant to pay rent by post-dated cheque.</p> <p>28. The lessor must not require an amount of rent paid in advance greater than 1 calendar month</p>
Rent receipts	<p>29. If rent is paid in person to the lessor or real estate agent, a receipt must be given at that time.</p> <p>30. In other circumstances where rent is paid to the lessor, a receipt must be provided or sent by post within 1 week of its receipt.</p> <p>31. (1) A receipt for payment of rent must specify the amount paid. (2) A receipt should specify the following: (a) the date of payment; (b) the period in relation to which the payment is made; (c) the premises in relation to which the payment is made; (d) whether the payment is for bond or rent. (3) If these particulars are not included in the receipt, the lessor must provide this information to the tenant within 4 weeks of a request by the tenant</p> <p>32. A receipt is not required if the rent is paid by the tenant directly into an account nominated by the lessor or real estate agent.</p>
Rent records	<p>33. (1) The lessor must keep, or cause to be kept, records of the payment of rent.</p>

	(2) Those records must be retained for a period of not less than 12 months after the end of the tenancy.
Increase in rent	34. The amount of rent must not vary from period to period except as provided by this tenancy agreement and the Residential Tenancies Act. 35. The rent may not be increased at intervals of less than 12 months from either the beginning of the tenancy agreement for the first increase, or after that, from the date of the last increase. 36. (1) This clause applies if— (a) the Housing Commissioner is the lessor under this tenancy agreement; and (b) the Commissioner has decided to increase the rent after a review of rent under the Housing Assistance Act 2007, section 23. (2) Despite clause 35, the housing commissioner may increase the rent. (3) However, if a previous review of rent has been undertaken, the increase under subclause (2) must not take effect earlier than 1 year after the date the last rent increase for the premises took effect
Co-tenancies	37. The restriction on increase in rent applies provided the identity of at least 1 of the tenants who occupy the premises remains the same as at the time of the last increase
Notice of increase	38. The lessor must give the tenant 8 weeks written notice of intention to increase the rent and include in the notice the amount of the increase, and the date when it is proposed to increase the rent.
Review of excessive rent increases	39. (1) The tenant may apply in writing to the tribunal for review of an excessive increase in rent (time limits for applying and the meaning of excessive is set out in the Residential Tenancies Act). (2) On such application being made, no increase in rent is payable until so ordered by the tribunal. 40. If the tenant remains in occupation of the premises without applying to the tribunal for review, the increase in rent takes effect from the date specified in the notice. 41. If the tenant wishes to vacate the premises before the increase takes effect, the tenant must give 3 weeks' notice to the lessor.
Lessor's costs	42. The lessor shall be responsible for the cost of the following: (a) rates and taxes relating to the premises; (b) services for which he or she agrees to be responsible; (c) services for which there is not a separate metering device so that amounts consumed during the period of the tenancy cannot be accurately decided; (d) all services up to the time of measurement or reading at the beginning of the tenancy; (e) all services after reading or measurement at the end of the tenancy providing the tenant has not made any use of the service after the reading. 43. (1) The lessor must pay for any physical installation of services (eg water, electricity, gas, telephone line). (2) The tenant is responsible for the connection of all services that will be supplied in the tenant's name. 44. The lessor must pay the annual supply charge associated with the supply of water or sewerage. 45. If the premises are a unit under the Unit Titles Act 2001, the lessor is responsible for all owners' corporation charges.
Tenant's costs	46. The tenant is responsible for all charges associated with the consumption of services supplied to the premises, including electricity, gas, water and telephone 47. The tenant is not required by the lessor to connect or continue a telephone service.
Reading of metered services	48. (1) The lessor is responsible for undertaking or arranging all readings or measurement of services, other than those that are connected in the name of the tenant. (2) The lessor must provide the tenant with an opportunity to verify readings and measurements. 49. If the lessor does not arrange reading or measurement of a service connected in the name of the lessor by the day after the date of expiry of notice to vacate given in accordance with this tenancy agreement or the Residential Tenancies Act, the lessor

	<p>is be responsible for payment of the unread or unmeasured service after the date of the last reading or measurement.</p> <p>50. (1) If the tenant vacates the premises without giving notice before departure, the lessor must arrange a reading or measurement of services connected in the lessor's name within a reasonable time of the lessor becoming aware of the departure of the tenant.</p> <p>(2) The tenant is responsible for payment of services to the date of that reading or measurement.</p>
Tenant's use of the premises without interference	<p>51. The lessor guarantees that there is no legal impediment to the use of the premises for residential purposes by the tenant</p> <p>52. The lessor must not cause or permit any interference with the reasonable peace, comfort or privacy of the tenant in the use by the tenant of the premises.</p> <p>53. Unless otherwise agreed in writing, the tenant has exclusive possession of the premises, as described in the agreement, from the date of commencement of the tenancy agreement provided for in the agreement</p>
Lessor to install and maintain smoke alarms	<p>53A (1) The lessor must install and maintain smoke alarms in the premises.</p> <p>(2) The installation of the smoke alarms must comply with the requirements prescribed by regulation for the Residential Tenancies Act, section 11B.</p>
Lessor to make repairs Lessor to provide premises in a reasonable state at the start of the tenancy	<p>54. (1) At the start of the tenancy, the lessor must ensure that the premises, including furniture, fittings and appliances (unless excluded from the tenancy agreement), are—</p> <ul style="list-style-type: none"> (a) fit for habitation; and (b) reasonably clean; and (c) in a reasonable state of repair; and (d) reasonably secure. <p>(2) An exclusion must be in writing and may, but need not, be included in the tenancy agreement (if in writing).</p> <p>(3) The lessor or the tenant may change locks (at his or her own cost unless otherwise agreed) with the agreement of the other party (which will not be unreasonably withheld).</p> <p>(4) The lessor or the tenant may change locks (at his or her own cost) in an emergency without the agreement of the other party.</p> <p>(5) If the tenant, or a person living at the premises, is a protected person in relation to an interim or final order made under the Family Violence Act 2016 or the Personal Violence Act 2016, the tenant or person may change locks (at his or her own cost) without the agreement of the other party.</p> <p>(6) If a lock is changed, a copy of the key to the changed lock must be provided to the other party as soon as possible unless doing so would affect the safety of a protected person.</p>
Lessor to make repairs	<p>55. (1) The lessor must maintain the premises in a reasonable state of repair having regard to their condition at the commencement of the tenancy agreement.</p> <p>(2) The tenant must notify the lessor of any need for repairs.</p> <p>(3) This section does not require the tenant to notify the lessor about anything that an ordinary tenant would reasonably be expected to do, eg, changing a light globe or fuse.</p> <p>56. The lessor is not obliged to repair damage caused by the negligence or wilful act of the tenant.</p> <p>57. Subject to clause 55, the lessor must make repairs, other than urgent repairs, within 4 weeks of being notified of the need for the repairs (unless otherwise agreed).</p>
Repairs in unit title premises	<p>58. If the premises are a unit under the Unit Titles Act 2001, and the tenant's use and enjoyment of the premises reasonably requires repairs to the common property, the lessor must take all steps necessary to require the owners corporation to make the repairs as quickly as possible.</p>
Urgent repairs	<p>59. The tenant must notify the lessor (or the lessor's nominee) of the need for urgent repairs as soon as practicable, and the lessor must, subject to clause 82, carry out those repairs as soon as necessary, having regard to the nature of the problem.</p>

	<p>60. The following are urgent repairs in relation to the premises, or services or fixtures supplied by the lessor:</p> <ul style="list-style-type: none"> (a) a burst water service; (b) a blocked or broken lavatory system; (c) a serious roof leak; (d) a gas leak; (e) a dangerous electrical fault; (f) flooding or serious flood damage; (g) serious storm or fire damage; (h) a failure of gas, electricity or water supply to the premises; (i) the failure of a refrigerator supplied with the premises; (j) a failure or breakdown of any service on the premises essential for hot water, cooking, heating or laundering; (k) a fault or damage that causes the residential premises to be unsafe or insecure; (l) a fault or damage likely to cause injury to person or property; (m) a serious fault in any door, staircase, lift or other common area that inhibits or unduly inconveniences the tenant in gaining access to and use of the premises
<p>Tenant may authorise urgent repairs in certain circumstances</p>	<p>61. If the lessor (or the lessor's nominee) cannot be contacted, or fails to effect the urgent repairs within a reasonable time, the tenant may arrange for urgent repairs to be effected to a maximum value of up to 5% of the rent of the property over a year.</p> <p>62. The following procedures apply to urgent repairs arranged by the tenant:</p> <ul style="list-style-type: none"> (a) the repairs arranged by the tenant must be made by the qualified tradesperson nominated by the lessor in the tenancy agreement; (b) if the lessor has not nominated a tradesperson, or the nominated tradesperson cannot be contacted or is otherwise unavailable—the repairs must be performed by a qualified tradesperson of the tenant's choosing; (c) if the repairs are arranged by the tenant in accordance with these procedures—the lessor is liable for the cost of repairs and the tradesperson may bill the lessor direct; (d) if the tenant does not act in strict compliance with this clause—the tenant is personally liable for the cost of any urgent repairs arranged by the tenant.
<p>Tenant to look after the premises</p> <p>The tenant must take reasonable care of the premises and keep the premises reasonably clean</p>	<p>63. During the tenancy, the tenant must—</p> <ul style="list-style-type: none"> (a) not intentionally or negligently damage the premises or permit such damage; and (b) notify the lessor of any damage as soon as possible; and (c) take reasonable care of the premises and their contents, and keep them reasonably clean, having regard to their condition at the time of the commencement of the tenancy and the normal incidents of living. <p>63A The tenant must replace the battery in a smoke alarm installed in the premises whenever necessary.</p> <p>64. The tenant must leave the premises—</p> <ul style="list-style-type: none"> (a) In substantially the same state of cleanliness, removing all the tenant's belongings and any other goods brought onto the premises during the duration of the tenancy agreement; and (b) in substantially the same condition as the premises were in at the commencement of the tenancy agreement, fair wear and tear excepted. <p>65. The lessor must not require the tenant to make alterations, improvements or renovations to the premises.</p>
<p>Tenant of unit to comply with owner's corporation rules</p>	<p>66. if the premises are a unit under the Unit Titles Act 2001, the tenant must comply with the owners corporation's rules, and with any notice served in accordance with the rules, to the extent that they are not inconsistent with the standard residential tenancy terms in this agreement.</p>

<p>Tenant must make no alterations and must not add any fixtures or fittings without the consent of lessor</p>	<p>67. (1) The tenant must not, without the lessor’s written consent, make any renovation, alteration or addition to the premises (time limits for the lessor to refuse consent to special modifications are set out in the Residential Tenancies Act).</p> <p>(2) The lessor may give consent subject to a reasonable condition, including a requirement that the tenant use a suitably qualified tradesperson to undertake—</p> <p>(a) the renovation, alteration, or addition; and</p> <p>(b) any restoration at the end of the tenancy.</p> <p>(3) Unless otherwise agreed, the tenant is liable for the cost of any renovation, alteration or addition to the premises.</p> <p>(4) Unless otherwise agreed, at the end of the tenancy the tenant is responsible for restoring the premises to substantially the same condition as the premises were in at the commencement of the residential tenancy agreement, fair wear and tear excepted.</p> <p>(5) The lessor and tenant may agree that any renovation, alteration or addition to the premises remains in place at the end of the residential tenancy agreement.</p> <p>68. (1) The tenant must not add any fixtures or fittings to the premises without the consent of the lessor.</p> <p>(2) The lessor’s consent must not be unreasonably withheld.</p> <p>(3) The tenant must make good any damage to the premises on removal of any fixtures and fittings.</p> <p>(4) Any fixtures or fittings not removed by the tenant before the tenant leaves the premises becomes the property of the lessor</p>
<p>Tenant must not use the premises for illegal purposes and must not disturb the neighbours</p>	<p>69. Unless otherwise agreed in writing, the tenant must only use the premises for residential purposes.</p> <p>70. The tenant must not:</p> <p>(a) use the premises, or permit them to be used, for an illegal purpose to the detriment of the lessor’s interest in the premises; or</p> <p>(b) cause or permit nuisance; or</p> <p>(c) interfere, or permit interference, with the quiet enjoyment of the occupiers of nearby premises.</p> <p>71. The tenant must not leave the premises vacant for more than 3weeks without notifying the lessor</p>
<p>Tenant must not sell, dispose of, or sublet tenancy without consent of lessor</p>	<p>72. (1) The tenant must not assign or sublet the premises or any part of them without the written consent of the lessor.</p> <p>(2) Consent may be given at any time.</p> <p>(3) No rights in relation to the premises may be created in any third party before consent is obtained from the lessor.</p>
<p>Tenant may be responsible for damage or other breach of tenancy agreement by visitors or guests</p>	<p>73. The tenant is personally responsible for the actions or omissions of visitors, guests or other people on the premises if:</p> <p>(a) the action or omission would if performed by the tenant have constituted a breach of this tenancy agreement; and</p> <p>(b) the person is on the premises with the permission of the tenant.</p> <p>74. The tenant is not personally responsible for the actions or omissions of a person who is on the premises:</p> <p>(a) at the request of the lessor; or</p> <p>(b) to assist the lessor perform any of the duties of the lessor under this tenancy agreement (whether at the request of the lessor or the tenant); or</p> <p>(c) without the consent of the tenant.</p>
<p>Keeping animals on premises</p>	<p>74A (1) The tenant may keep an animal, or allow an animal to be kept, on the premises.</p> <p>(2)The residential tenancy agreement may require the tenant to obtain the lessor’s prior written consent to keep an animal, or allow an animal to be kept, on the premises (time limits for the lessor to refuse consent are set out in the Residential Tenancies Act).</p> <p>74B The tenant is responsible for any repairs or additional maintenance to the premises required as a consequence of keeping an animal on the premises.</p>

<p>Lessor's access to premises</p> <p>Lessor cannot enter premises except as provided in tenancy agreement</p>	<p>75. (1) The lessor must not require access to the premises during the tenancy except as provided by the law, this tenancy agreement, the Residential Tenancies Act, or an order of the tribunal.</p> <p>(2) The tenant may permit access to the premises by the lessor at any time. (3) If requested, the lessor or the lessor's agent must provide identification to the tenant.</p> <p>76. The lessor must not have access to the premises—</p> <ul style="list-style-type: none"> (a) on Sundays; or (b) on public holidays; or (c) before 8 am and after 6 pm; <p>other than—</p> <ul style="list-style-type: none"> (d) for the purpose of carrying out urgent repairs or for health or safety reasons in relation to the premises; or (e) with the consent of the tenant.
<p>Access in accordance with tenancy agreement</p> <p>Routine inspections</p>	<p>77. The lessor may inspect the premises twice in each period of 12 months following the commencement of the tenancy.</p> <p>78. In addition to the inspections provided for in the previous clause, the lessor may make an inspection of the premises -</p> <ul style="list-style-type: none"> (a) within 1 month of the commencement of the tenancy; and (b) in the last month of the tenancy. <p>79. (1) The lessor must give the tenant 1-week written notice of an inspection.</p> <p>(2) The inspection must take place at a time agreed between the parties with reasonable regard to the work and other commitments both of the tenant and of the lessor (or their agents).</p> <p>(3) If the parties are unable to agree on an appropriate time, the lessor or the tenant may apply to the tribunal for an order permitting access at a specified time.</p>
<p>Access for purchasers and new tenants</p>	<p>80. The tenant must permit reasonable access to the premises during the period of 3 weeks before the end of the tenancy, on the lessor giving 24 hours' notice, to allow inspection of the premises by prospective tenants.</p> <p>81. The tenant must permit reasonable access to the premises, on the lessor giving 24 hours' notice, to allow inspection of the premises by prospective purchasers of the premises provided:</p> <ul style="list-style-type: none"> (a) the lessor intends to sell the premises; and (b) the lessor has previously notified the tenant in writing of the lessor's intention to sell.
<p>Access for making or inspecting repairs</p>	<p>82. (1) On giving the tenant 1-week notice (or such other agreed period), the lessor may enter the premises at a reasonable time, having regard to the interests of the tenant and the lessor, for the purpose of making or inspecting repairs.</p> <p>(2) For urgent repairs, the lessor must give reasonable notice and enter the premises at a reasonable time having regard to the interests of the tenant and the lessor.</p>
<p>Notice to vacate by lessor</p>	<p>83. The notice to vacate must be in writing, in the form required by the Residential Tenancies Act, and must include the following information:</p> <ul style="list-style-type: none"> (a) the address of the premises; (b) the ground(s) on which the notice is issued, together with sufficient particulars to identify the circumstances giving rise to the ground(s); (c) that the lessor requires the tenant to vacate the premises by the expiry of the required notice period and that the tenancy ends on the day that the tenant vacates the premises.
<p>Notice of intention to vacate by tenant</p>	<p>84. (1) If the tenant serves a notice of intention to vacate and vacates the premises in accordance with the notice, the tenancy terminates on the date of vacating the premises.</p> <p>(2) On receiving a notice of intention to vacate, the lessor may—</p> <ul style="list-style-type: none"> (a) accept the notice and accept that the tenancy ends on the date nominated in the notice; or (b) apply to the tribunal for confirmation of the tenancy agreement, an order for compensation or both.

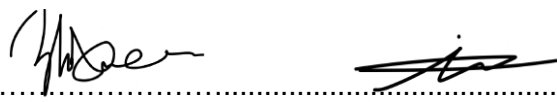
	85. The notice of intention to vacate must be in the same form and contain the same information as the notice to vacate from the lessor except the notice must contain the statement that the tenant intends to vacate the premises on a certain date and the tenancy terminates on that date.
Termination where premises are not fit for habitation	86. The lessor or the tenant may, by written notice, terminate the tenancy on a date specified in the notice on the following grounds: (a) the premises are not fit for habitation; (b) the premises are not available or will not be available because of Government action within a period of 4 weeks of the date that notice is given. 87. (1) In either case the lessor must give not less than 1 weeks' notice of termination of the tenancy, and the rent abates from the date that the premises are uninhabitable. (2) The tenant may give 2 days' notice of termination of the tenancy. (3) If neither the lessor nor the tenant give notice of termination of the tenancy, the rent abates for the period that the premises are unable to be used for habitation, but the tenancy resumes when they are able to be used again.
TERMINATION OF TENANCY BY TENANT Termination on or after end of fixed term	88. (1) The tenant may give notice to terminate a periodic tenancy by giving the lessor not less than 3 weeks' notice of the date when the tenant intends to vacate the premises. (2) The tenancy ends on the date specified by the tenant. 89. (1) The tenant may give notice to terminate a fixed term tenancy at or after the end of the tenancy by giving 3weeks notice of the date when the tenant intends to vacate the premises. (2) The tenancy ends on the date specified by the tenant.
Termination for breach by lessor	90. If the lessor breaches the tenancy agreement, and the tenant wishes to terminate the tenancy agreement, the tenant may either— (a) apply to the tribunal for an order terminating the tenancy; or (b) give the lessor written notice of intention to terminate the tenancy, in accordance with clause 91. 91. If the tenant decides to proceed by way of notice to the lessor, the following procedures apply: (a) the tenant must give the lessor a written notice that the lessor has 2 weeks to remedy the breach if the breach is capable of remedy; (b) if the lessor remedies the breach within that 14-day period—the tenancy continues; (c) if the lessor does not remedy the breach within the time specified in the notice, or if the breach is not capable of remedy—the tenant must give 2 weeks' notice of intention to vacate; (d) the tenancy agreement terminates on the date specified by the tenant; (e) rent is payable to the date specified in the notice or to the date that the tenant vacates the premises, whichever is the later; (f) if the lessor remedies the breach during the period of the notice of intention to vacate—the tenant, at the tenant's option, may withdraw the notice or may terminate the tenancy agreement on the date specified in the notice by vacating the premises on that date.
TERMINATION OF TENANCY BY LESSOR Termination for failure to pay rent	92. The tribunal may order the termination of the tenancy and eviction of the tenant on the ground of non-payment of rent in the following circumstances: (a) rent has been unpaid for 1 week. The first day of this period concludes at midnight on the day when the unpaid rent was due; (b) the lessor has served a notice to remedy on the tenant for the failure to pay the rent, being a notice— i. served not earlier than 1 week after the day when the rent was due; and ii. containing a statement that if the tenant pays the rent outstanding to the date of payment within 7days of the date of service of the notice to remedy, no further action must be taken, and the tenancy continues; (c) if all rent is not paid within 1 week of the date of service of the notice to remedy—the lessor may then serve a notice to vacate on the tenant

	<p>requiring the tenant to vacate the premises within 2 weeks of service of the notice to vacate;</p> <p>(d) no earlier than the date when the notice to vacate is served, the lessor may apply to the tribunal for an order terminating the tenancy and evicting the tenant;</p> <p>(e) the tribunal hearing of the application to terminate and evict must not be earlier than the end of the period specified in the notice to vacate;</p> <p>(f) during any tenancy in which the lessor has previously issued 2 notices to remedy, the lessor may serve a notice to vacate 1 week after the day when the rent has fallen due without serving a notice to remedy.</p>
Termination of tenancy for breach other than non-payment of rent	<p>93. The tribunal may order the termination of the tenancy and eviction of the tenant on the ground of breach of the tenancy agreement in the following circumstances:</p> <p>(a) the lessor must serve a written notice requiring the tenant within 2 weeks after the day of service to remedy the breach if it is capable of remedy;</p> <p>(b) if the breach is not remedied within 2 weeks after the day of service or if the breach is not capable of remedy—the lessor must give a notice to vacate the premises within 2 weeks after the date of service of the notice to vacate;</p> <p>(c) if the tenant does not vacate the premises within the period of 2 weeks after the date of service of a notice to vacate—the lessor may apply to the tribunal for an order terminating the tenancy and for the eviction of the tenant;</p> <p>(d) if the tenant breaches the terms of the tenancy on 3 occasions on any ground—on the 3rd occasion the lessor may serve a notice to vacate and need not give the tenant 2 weeks to remedy the breach.</p>
Termination of tenancy without cause	<p>94. The lessor may serve a notice to vacate during the term of a tenancy requiring the tenant to vacate the premises at the end of the notice provided that—</p> <p>(a) the notice is for 26 weeks; and</p> <p>(b) the notice does not require the tenant to vacate the premises during a fixed term.</p> <p>95. (1) If the lessor serves a notice on the tenant under clause 94 requiring the tenant to vacate the premises at the end of the notice, the tenant may vacate the premises before that day without breaching the residential tenancy agreement by giving the lessor a notice of intention to vacate—</p> <p>(a) if the term of the tenancy ends in less than 2 weeks—at least 4 days before vacating the premises; and</p> <p>(b) in any other case—at least 3 weeks before vacating the premises.</p> <p>(2) If subclause (1) applies, the tenancy terminates on the day the tenant vacates the premises.</p>
Termination of periodic tenancy	<p>96. (1) If there is a periodic tenancy, the lessor may serve on the tenant a notice to vacate for the following periods on the following grounds:</p> <p>(a) 4 weeks' notice if the lessor genuinely intends to live in the premises;</p> <p>(b) 4 weeks' notice if the lessor genuinely believes the lessor's immediate relative intends to live in the premises;</p> <p>(c) 4 weeks' notice if the lessor genuinely believes an interested person intends to live in the premises;</p> <p>(d) 8 weeks' notice if the lessor genuinely intends to sell the premises;</p> <p>(e) 12 weeks' notice if the lessor genuinely intends to reconstruct, renovate or make major repairs to the premises and the reconstruction, renovation or repairs cannot reasonably be carried out with the tenant living in the premises.</p> <p>(1A) If the lessor serves a notice to vacate on the ground of an intention or belief mentioned in subclause (1) (a), (b) or (c), the lessor must also give the tenant a statutory declaration about the intention or belief.</p> <p>(2) In this clause:</p> <p>immediate relative means a son, daughter, son-in-law, daughter-in-law, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law or sister-in-law.</p>

	<p>interested person, for a lessor, means a person who is not an immediate relative of the lessor but who has a close family or personal relationship with the lessor and who has a reasonable expectation arising from that relationship that the lessor would provide accommodation for that person.</p> <p>97.(1) If a tenant is required to vacate the premises in accordance with clause96, the tenant may vacate the premises at any time during the 2 weeks before the date specified in the notice to vacate provided the tenant gives the lessor 4 days' notice of intention to vacate.</p> <p>(2) In this case, the tenancy terminates on the date that the tenant vacates the premises</p>
<p>Notices of address for service</p>	<p>98. (1) At the commencement of the tenancy, the lessor and the tenant must each give an address for service of notices.</p> <p>(2) If the address changes during the tenancy, the lessor or tenant must advise the other party of the new address for service within 2 weeks of the change</p> <p>99. On vacating the premises, the tenant must advise the lessor of a forwarding address.</p> <p>100. If 2 or more people share a tenancy, except where this agreement otherwise provides, they do so as joint tenants.</p>

Signatures to the Agreement

Date | This agreement is made on 1st January 2022.....

Lessor's Signature | 

Signature/s of Tenant or Tenants | 