

Schedule

Land	The unexpired term of the Lease	Unit 20	UP No. 2809	Block 9	Section 157	Division/District BELCONNEN
	and known as 20/34 Morell Close, Belconnen					
Seller	Full name	Thomas David Arthur				
	ACN/ABN					
	Address	20/34 Morell Close, Belconnen, ACT 2617				
Seller Solicitor	Firm	Antos Legal Pty Ltd				
	Email	georgia@antoslegal.com.au				
	Phone	0401 523 357	Ref GF:GF0242			
	DX/Address	PO Box 62, Woden ACT 2606				
Stakeholder	Name	Hive Property (act) Pty Ltd				
Seller Agent	Firm	Hive Property Canberra				
	Email	samanthal@hiveproperty.co				
	Phone	(02) 6182 1802	Ref Samantha Linsdell			
	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 checked="" type="checkbox"/> Vacant possession <input 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, light fittings, window treatments - as inspected				
Date for Registration of Units Plan	Not applicable					
Date for Completion	On or before 30 days from the Date of this Contract					
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 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	0% per annum
Interest rate if the defaulting party is the Buyer	10% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$ 550.00 (GST inclusive)

Tenancy Summary

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

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

Name		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. 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.

- 4.4 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 20 UP No. 2809
Block 9 Section 157 Belconnen
20/34 Morell Ct, Belconnen

SPECIAL CONDITIONS

1 Interpretation

- (a) For the avoidance of doubt, the printed terms of the standard ACT Law Society Contract 2024 (**General Conditions**) apply to this Contract.
- (b) To the extent of any inconsistency between these special conditions and the General Conditions, these special conditions override the General Conditions.

2 Whole Contract

The Buyer acknowledges that the Buyer does not rely upon any warranty or representation made by the Seller, any agent or other person on behalf of the Seller except those set out in this Contract but has relied entirely upon the Buyer's own enquiries and inspection of the Property.

3 Condition of Property

3.1 Reliance on own inspections

The Buyer warrants to the Seller that, as a result of the Buyer's inspections and enquiries concerning the Property, the Buyer is satisfied with the condition, quality and state of repair of the Property (including the quantity of any Goods not otherwise specified) and accepts the Property as it is and subject to any defects, need for repair or infestation.

3.2 Compliance with laws and regulations

The Buyer acknowledges that the improvements on the Property may be subject to or require compliance with current building regulations, by-laws or any other statutory provisions or regulations or any repealed laws under which the improvements were constructed.

- (a) A failure to comply with any such regulations or laws will not constitute a defect in the Seller's title. The Buyer indemnifies and keeps indemnified the Seller on or after the day of sale in respect of all orders or requirements under the building regulations.

3.3 No representation or warranty as to contamination

The Buyer acknowledges that the Seller has not made nor shall be construed as having made any representation or warranty that the Property is free of contamination. The Buyer acknowledges having made its own enquiries and investigations as to the environmental state of the Property and the Buyer relies entirely on the result of its investigations and on its own judgement in entering into this Contract.

3.4 No claim or requisition

- (a) The Buyer will not make a claim or requisition or delay settlement of this transaction or rescind or terminate this Contract because of:
- (i) any matter that was capable of discovery by or on behalf of the Buyer or was or should have been within the knowledge of the Buyer as a result of the Buyer's inspections and enquiries;
 - (ii) any omission or mistake in the description, measurements or area of the Property;
 - (iii) any encroachment by or on the Property;
 - (iv) any need to erect new fencing on correct boundaries or to dismantle existing fencing;
 - (v) any loss, damage, need for repair relating to the Property; or
 - (vi) the requirements of a statutory authority made on or after the Date of this Contract.

4 Death, Mental Illness, Liquidation, etc.

Without in any manner negating limiting or restricting any rights or remedies which would have been available to the Seller at law or in equity had this clause not been included, should either party, or either of them where more than one party makes up a party, prior to completion, die or become mentally ill, be declared bankrupt or enter into any scheme or make an assignment for the benefit of creditors, then either party can rescind by serving notice in writing on the other party's solicitor and the provisions of Clause 21 will apply.

5 Completion

5.1 Adjustments

If Completion does not occur by the Date for Completion as provided for in this Contract for Sale, and the fault for the delay is solely that of the Buyer, then the parties agree that the adjustment of all Land Charges as detailed in clause 8.1.1 of the General Conditions be made from the Date for Completion and not the date of actual Completion.

5.2 Interest for delayed Completion

In addition to all other money payable under this Contract, an amount calculated at the rate of 10% per annum on a daily basis on the balance of the price from the Date for Completion until the Completion Date.

6 Non-Merger of Moneys Due

The Buyer agrees that their obligations in relation to payment of any moneys due under this Contract for Sale shall not merge on Completion.

7 Keys

Upon Completion the Seller will provide the Buyer with such keys as are necessary for the Buyer to enter the improvements and all remaining keys to the improvements which are in the Seller's possession. The Buyer will make no objection, requisition or claim for compensation with respect to the availability or otherwise of any other keys to the improvements.

8 Agents

8.1 Buyer Warranty

- (a) The Buyer warrants that it was not introduced to the Seller, or the Property by an agent other than the Seller's Agent or that anyone else has been the real and effective cause of the Buyer entering into the Contract
- (b) The Buyer indemnifies and agrees to keep indemnified the Seller against any claim by any person other than the Seller's agent for a real estate agent's commission in respect of the sale of the Property.

9 Caveat

The Buyer may not lodge a caveat for registration in respect of the Land prior to Completion.

10 Guarantee if the Buyer is a company

10.1 Application and interpretation

- (a) This clause applies if the Buyer is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause is an essential term of this Contract.
- (b) For the purposes of this clause, "**Guarantor**" means each director of the Buyer as at the Date of this Contract.

10.2 Each director must sign

If each director of the Buyer has not signed this clause as a Guarantor, the Seller may terminate this Contract by serving a notice, but only within 14 days after the Date of this Contract.

10.3 Guarantee and indemnity

- (a) In consideration of the Seller entering into this Contract at the Guarantor's request, the Guarantor guarantees to the Seller:
 - (i) payment of all money payable by the Buyer under this Contract; and
 - (ii) the performance of all of the Buyer's other obligations under this Contract.
- (b) The Guarantor:
 - (i) indemnifies the Seller against any claim, action, loss, damage, cost, liability, expense or payment incurred by the Seller in

connection with or arising from any breach or default by the Buyer of its obligations under this Contract; and

- (ii) must pay on demand any money due to the Seller under this indemnity.
- (c) The Guarantor is jointly and separately liable with the Buyer to the Seller for:
- (i) the performance by the Buyer of its obligations under this Contract; and
 - (ii) any damage incurred by the Seller as a result of the Buyer's failure to perform its obligations under this Contract or the termination of this Contract by the Seller.
- (d) The Guarantor must pay to the Seller on written demand by the Seller all expenses incurred by the Seller in respect of the Seller's exercise or attempted exercise of any right under this clause.
- (e) If the Seller assigns or transfers the benefit of this Contract, the transferee receives the benefit of the Guarantor's obligations under this clause.
- (f) The Guarantor's obligations under this clause are not released, discharged or otherwise affected by:
- (i) the granting of any time, waiver, covenant not to sue or other indulgence;
 - (ii) the release or discharge of any person;
 - (iii) an arrangement, composition or compromise entered into by the Seller, the Buyer, the Guarantor or any other person;
 - (iv) any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the Seller by this Contract, a statute, a Court or otherwise;
 - (v) payment to the Seller, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
 - (vi) the winding up of the Buyer.
- (g) The deed constituted by this clause binds each party who signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.
- (h) This clause binds the Guarantor and the executors, administrators and assigns of the Guarantor.
- (i) This clause operates as a deed between the Seller and the Guarantor

Volume 1732 Folio 100 Edition 4

AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH

LAND

Belconnen Section 157 Block 9 on Deposited Plan 9984 with 20 units on Unit Plan 2809

Unit 20 (Class A) entitlement 599 of 10000, 2 subsidiaries

Lease commenced on 10/05/2005, terminating on 06/01/2103

Proprietor

Thomas David Arthur

20/34 Morell Close Belconnen ACT 2617

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

S.180 Land Act 1991: Compliance/Completion Cert Issued

Registered Date	Dealing Number	Description
10/12/2019	2249606	Mortgage to HSBC Bank Australia Limited

End of interests

AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH

LAND

Belconnen Section 157 Block 9 on Deposited Plan 9984 with 20 units on Unit Plan 2809

Lease commenced on 10/05/2005, terminating on 06/01/2103

COMMON PROPERTY

Proprietor

The Owners-Units Plan No 2809

LMM Solutions Pty Ltd PO Box 884 Gungahlin ACT, 2912

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Easements

Easement Created by TGE 1415423

Registered Date	Dealing Number	Description
13/04/2005	1415423	Easement for access
10/05/2005	1420148	Application to Register Units Plan - Volume and Folio of Determined Crown Lease:1681/51
26/09/2012	1822213	Application to Note Special Resolution - Refer to Instrument
29/04/2015	1968014	Application to Note Special Resolution
30/09/2016	2053075	Application to Note Special Resolution
10/10/2017	2110945	Change of Address
10/10/2017	2113747	Application to Note Special Resolution
20/10/2021	3113253	Application to Note Special Resolution
25/09/2023	3269042	Application to Note Special Resolution
16/09/2025	3405288	Application to Note Special Resolution - Refer Instrument

End of interests



Access Canberra

LAND TITLES
ACCESS CANBERRA
Directorate



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SPECIAL

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25 Act 1925

094 - SR

LODGING PARTY DETAILS			
Name	Email Address	Contact Telephone Number	Customer Reference Number
LMM Solutions	accounts@lmm solutions.com.au	5110 3200	

TITLE AND LAND DETAILS				UNITS PLAN NUMBER
Volume & Folio	District/Division	Section	Block	
1732/80	Belconnen	157	9	2809

DETAILS OF RULES BEING REGISTERED	DATE MEETING HELD (must be registered within 3 months)
Adopt Rule 6.0	30 July 2025

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

CERTIFICATION *Delete the inapplicable

Applicant

*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 law and any Prescribed Requirement.

Signed By:

Jane Victoria Fennell
 COO – LMM Solutions

 for: Owners of UP2809

Grace Upton
 Accounts Manager – LMM Solutions

on behalf of the Registered Proprietor/Managing Agent

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion/ Rules
Data entered by		Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	LMT	Registration Date	16/09/2025



ANNEXURE

Form 029 - ANN

Land Titles Act 1925

TITLE AND LAND DETAILS					
Volume & Folio	District/Division	Section	Block	Unit	Consideration (Only complete is if requesting transactions not be aggregated)
1732/80	Belconnen	157	9		

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
094 – Special Resolution	6 (Six)

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)
Owners of UP2809

VOI Sighted X 1 (Filed)
 Change of Name by —
 Authority to Deal letter
 ASIC Yes
 Category 1
 Signed by HBY
 Date 29 AUG 2025



Strata Management
For the client experience you deserve!

PO Box 884
Gungahlin ACT 2912

P 02 5110 3200
E enquiries@LMMsolutions.com.au

31 July 2025

To all Owners
UP2809 – Jarrah
34 Morell Close
BELCONNEN ACT 2617

Dear Owner

UP2809 - JARRAH
Minutes of Annual General Meeting 2025

Further to the recent Annual General Meeting for your development, please find enclosed the Minutes of that meeting.

If you have any queries or require clarification of items contained in the Minutes, please feel free to contact me.

Yours faithfully

Lauren Upton
Director | Owner
Cert IV in Property Services (Operations)
LMM Solutions Pty Ltd

P 02 5110 3200
E Lauren@LMMsolutions.com.au

MINUTES OF ANNUAL GENERAL MEETING 2025

UNITS PLAN 2809 - JARRAH

34 MORELL CLOSE, BELCONNEN

Held: Wednesday, 30 July 2025 at 6.00 pm.

Location: Level 1, 26 Thynne Street, Bruce and via Teleconference.

Present in person: B White (Unit 8), Mr N Forostenko (Unit 10 & 12), K Forostenko (Unit 12), N Gentle (Unit 14), F Gourlay (Unit 17), B Henry (Unit 18) and T Arthur (Unit 20).
L Upton representing LMM Solutions Pty Ltd.

Present online: S Smith (Unit 2) and R Canning (Unit 16).

Proxies: C Beaumont (Unit 1) – held by Chair, A & R Maia (Unit 6) – held by N Forostenko, L Moody (Unit 9) – held by W Moody and W & E Watson (Unit 19) – held by T Arthur.

Absentees: None.

Apologies: None.

Chair: Mr N Forostenko was elected chairperson for the meeting.
Owners present agreed that the Manager conduct the formalities for the meeting and draft the Minutes for the consideration of the appointed Executive Committee.

Quorum: A standard quorum was present and the meeting proceeded.

OVERVIEW OF REQUIRED AGENDA ITEMS

MOTION 1: It was resolved that the Owners Corporation of UP2809 confirm that they have reviewed each of the tabled items (as per Notice). **CARRIED**

MINUTES

MOTION 2: It was resolved that the Minutes of the previous Annual General Meeting be confirmed as a true and accurate record of the proceedings of the meeting. **CARRIED**

Matters arising from Minutes

None.

INSURANCE

Those present agreed that the current cover appeared adequate at this time.

INSURANCE VALUATION

MOTION 3: It was resolved that the Owners Corporation of UP2809 authorise the Manager to obtain an insurance valuation in consultation with the Executive Committee and adjust the building insurance in accordance with the valuation. **CARRIED**

ACCEPTANCE OF FINANCIAL STATEMENTS

MOTION 4: It was resolved that the Owners Corporation of UP2809 accept the financial statements as presented. **CARRIED**

BUDGET DEBATE

Administrative Fund

MOTION 5: It was resolved that the proposed Administrative Fund contribution of \$114,000.00 (excl. GST) and expenditure amount of \$105,000.00 (excl. GST) be adopted. **CARRIED**

Sinking Fund

MOTION 6: It was resolved that the proposed Sinking Fund contribution of \$39,000.00 (excl. GST) and expenditure amount of \$33,780.91 (excl. GST) be adopted. **CARRIED**

Administrative and Sinking Fund Levy Contribution

MOTION 7: It was resolved that the Owners Corporation determine a levy equal to the approved budget for the twelve-month period, commencing 1 July 2025, and to be contributed in accordance with the unit entitlements with the instalment due dates to be:

	Payment periods		Payment due dates
	FROM	TO	
Levy 1	1 July 2025	30 September 2025	1 September 2025
Levy 2	1 October 2025	31 December 2025	1 December 2025
Levy 3	1 January 2026	31 March 2026	1 March 2026
Levy 4	1 April 2026	30 June 2026	1 June 2026

CARRIED

Important information: Owners are reminded that the approved budget motions and above levy due dates support the notice of contributions as legislated. The obligation of payment to your Owners Corporation falls to each Owner to know when their levies are due, and to pay on time to avoid interest and late fees.

REQUEST FOR CHANGES IN PAYMENT ENTITLEMENTS BY TOWNHOUSE OWNERS

A decisive and vigorous discussion took place among the Owners present, with strong opinions clearly expressed and debated – including:

a. A statement read by F Gourlay:

As a preamble to this Motion I'd like to draw to Owners' attention the disparity in the levies paid by the townhouses (Units 17 to 20) we pay 23% of the total charge yet we represent 20% of the units. Only 33 of the 67 items listed in the Maintenance Schedule relate to the townhouses. In this light, I agree with the Motion to reappportion the charges.

- b. Information provided by T. Arthur outlining the rationale for excluding certain Administrative Fund expenditure items from the townhouse contributions. The justification is that the townhouses do not have access to the relevant areas and therefore do not derive any benefit from the associated services.
- c. N and K Forostenko challenged the notion that townhouse owners were unaware of their obligations and associated contribution costs, asserting that purchasers understood the scope of what they were buying into at the time of acquisition.
- d. The Manager confirmed that Jarrah is registered as an "A-Class" development under Legislation and has a clear statement of requirements of Owners to support expenditure in the best interests of all Owners.
- e. The Manager elaborated on the implications of the expenditure items outlined in the Motion, while cautioning that approving them could set a precedent that risks undermining the Owners Corporation's unity and collective responsibility

MOTION 8: That the Owners Corporation of UP2809 agree to the following:

- a. That Units 17, 18, 19 and 20 are excluded from contributing to expenditure items listed in the Administrative Fund, as detailed below:
 - i. *Cleaning* – which is for the foyer and stairwell cleaning in the unit block.
 - ii. *Fire protection contract and fire protection repairs and servicing* – which covers the fire extinguishers and smoke alarms in the stairwells of the unit block.
- b. That all future budgets exclude these items from the levies to be paid by the townhouse owners.
- c. That this agreement is recorded in the Default Rules of the Owners Corporation and registered with Land Titles, as Legislated.

FAILED

Secretarial note - despite an initial count of responses, following further discussions (as outlined above) another count was undertaken which altered the initial responses. The final count was:

YES – 3

NO – 8

ABSTAIN - 1

DEFAULT RULES CHANGES

MOTION 9: It was resolved that as resolved at the 2016 Annual General Meeting, the Owners Corporation of UP2809 agreed to amend the Default Rules of the development to incorporate maintenance obligations for the garage door motors of the townhouses (Units 17 to 20) and for this amendment to be formally registered with Land Titles.

CARRIED

ELECTION OF COMMITTEE

MOTION 10: It was resolved that the Owners Corporation of UP2809 nominates for 3 to 7 positions to form the Executive Committee until the next Annual General Meeting and confirms the election of the legislated positions.

CARRIED

The following owners were elected to stand as Executive Committee Members until the next Annual General Meeting (a short meeting was convened at the conclusion of the AGM and the Executive Committee positions were appointed):

Chair -	N Forostenko	Member -	B Henry
Secretary -	R Canning	Member -	K Forostenko
Treasurer -	T Arthur		

It was resolved that the Executive Committee agrees to delegate the role of Secretary and Treasurer to the Manager [*refer signed Strata Management Agreement – "Appointment and Delegation of the Agent"*].

GENERAL BUSINESS

Pest spraying

F Gourlay confirmed with the Manager that the AGM Notice contained incorrect information, clarifying that discontinuation of spraying was not requested. Instead, Owners had asked to be notified prior to spraying of nearby developments due to potential spray drift.

The Manager confirmed that Jarrah residents are always advised before spraying and provided with relevant details. While there is no issue with extending this to nearby units, the Manager noted that without knowing who manages Magnolia Mews, such communication is not currently possible.

F Gourlay suggested contacting the pest control contractor, as it appears to be the same provider used by Jarrah. The Manager agreed to reach out and request that the contractor notify Jarrah's Manager when advising Magnolia Mews

Unit 5 Levy account arrears

Despite repeated attempts of the Manager to contact the unit owner – both by phone and email – do date the Owner has not responded. The Manager confirmed that fortnightly payments are being made however a payment plan request has not been submitted by the Owner nor will these payments bring the account up to date. In fact, the account would just get further and further in arrears.

The members present agreed to give the unit Owners until 31 August to get in touch with the Manager to discuss and make suitable arrangements which include formalising a payment plan. If contact is not made the matter will be placed in the hands of debt collection.

Foyer porticos

Committee members noted that the foyer portico ceiling was water damaged – this was shown to the Manager who subsequently contacted the roofing contractors (Sutton Roofing). They attended to inspect and confirmed that the downpipe headers were blocked with leaves which, most likely, was causing the overflow and damage. They confirmed that they had cleaned the gutters and were returning to seal some small areas. This will then need to be repaired and repainted.A

Toilet door lock

To provide bathroom access for on-site contractors, primarily the gardeners, the previous Committee requested that the Manager obtain a quote for installing a mechanical digital lock on the toilet door. The Manager received the quote earlier that afternoon, with the cost totalling \$1,289.00. The members present considered this amount excessive and instead requested that the

Manager arrange for a restricted key—granting access to that door only—to be issued to the gardeners.

Cleaning

The previous Committee raised concerns about a decline in cleaning standards over recent years. In response, the Manager informed them that the neighbouring development, Hakea, is planning to obtain three cleaning quotes. It was agreed that the Manager would also source three quotes for Jarrah, with the aim of potentially engaging the same contractor for both developments to achieve cost efficiencies.

Unit 11

Questions were asked by F Gourlay in regarding continuing/outstanding issues – namely:

- 1. For the benefit of other unit Owners, what is the sum of \$18,138.00 (second amount in the third column "OTHER" on page 23 of the Notice) made up of? Does it include the MV Law invoice totalling \$14,877.00? What is the Owners Corporation doing to recover this?*
- 2. With respect to the damage incurred by Unit 11 on the other unit Owners (not common property), have there been any claims by these other unit Owners against the Owners Corporation?*
- 3. Given that Housing ACT admitted liability to the damage to Unit 9, have they also admitted liability to the damage to Unit 10? If not, how is this matter being resolved?*

The Manager confirmed that these concerns were included in a document compiled for the information of Owners (please find attached) and that this should answer these questions including the breakdown of levy account fees outstanding for Unit 11.

The Manager will continue to monitor and manage the reported incidents which may include Rule Infringements (with added fees) and reports to the Police, if warranted and appropriate.

Finally, the Manager reiterates the importance of reporting any concerning behaviour by residents or their guests—regardless of how minor it may seem—to the Police. Residents are encouraged to contact Crime Stoppers on 1800 333 000 or Police Operations on 131 444 to report incidents and obtain a Job or Report number. This reference number must then be forwarded to the Manager. Providing this documentation is essential, as it enables the Owners Corporation to seek appropriate support from relevant authorities.

With no further business, the meeting closed at 8.16 pm.



SR\$2113747

29/09/2017 15:36:04 TUPOC

**ACT**

Government

Justice and Community Safety

LA

OFFICE OF REGULATOR

ACT Justice and Community Safety Directorate

2113747**SPECIAL RESOLUTION
BY OWNERS CORPORATION**

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

Email: enquiries@lmm-solutions.com.au

Name	Postal Address	Contact Telephone Number
LMM Solutions Pty Ltd	PO Box 884, Gungahlin ACT 2912	0409 989 108

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1732/80	Belconnen	157	9	2809

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

Amend Rule 13 - House Rules.

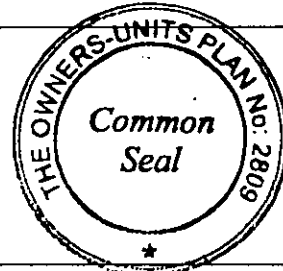
SUPPORTING DOCUMENTATION

(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)

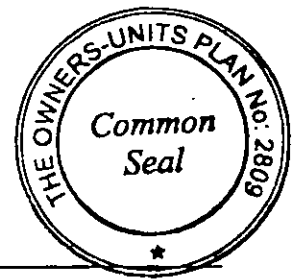


EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL (The Common Seal was affixed in the presence of)

Signature <i>[Signature]</i>	Signature <i>[Signature]</i>
Full Name (Block Letters) LAUREN UPTON	Full Name (Block Letters) GRACE UPTON
Address 8 FINCAAL ST, CRACE	Address 8 FINCAAL ST, CRACE
Office Held Managing Agent	Office Held Admin. Assistant

OFFICE USE ONLY

Lodged by <i>[Signature]</i>	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by <i>[Signature]</i>		
Registered by	10 OCT 2017	Registration Date <i>[Signature]</i>



Residents and their guests are required to read, understand and abide by these Rules.

Introduction

The following House Rules have been established for the mutual benefit of all residents (both owners and tenants) in order to provide convenience, comfort and privacy of the residents of Jarrah. A copy of these House Rules must be provided by owners and/or Property Managers to all residents. At all times, the Unit Titles (Management) Act legislates all matters relating to Strata.

Manager

LMM Solutions Pty Ltd
 PO Box 884
 Gungahlin ACT 2912

Email: enquiries@LMMsolutions.com.au
 Phone: 0409 989 108
 Web: www.LMMSolutions.com.au

Emergency Contacts

ACT POLICING –

Situation	Details	Contact No.
Emergency	You or someone else is in immediate danger and the offender is still in the vicinity, or there has been a serious accident.	000 (Triple zero) and ask for the Police – remain on the phone until Police arrive.
Crime Stoppers	To report illegal activity or provide information on unsolved crimes anywhere in Australia. You may remain anonymous.	1800 333 000 (toll free)
Police Attendance	You require Police assistance but there is no immediate danger. To report suspicious activity, theft, car accident with no serious injury.	131 444
National Security Hotline	To report suspicious behaviour or terrorist activity.	1800 123 400

AFTER HOURS EMERGENCY CONTACTS –

If you experience **emergency** building maintenance issues out of normal business hours please see list below of reputable contractors who provide **24/7 availability**.

Service	Types of Issues	Business Name	Contact No.
Plumbing	Toilet backing up, blocked drains, irrigation system leaking	Laser Plumbing	6147 0414
Electrician	Unit has no power	Maritex Commercial	0400 664 326
Glass Replacement	Broken window or door	Discount Glass	6253 1099
Garage Doors	Door won't operate	ACT Doorland	6260 1550
Locksmith	Locked out of unit	Night & Day Locksmiths	6290 1938
SES	Storm damage	State Emergency Services	132 500



Alterations and Erections

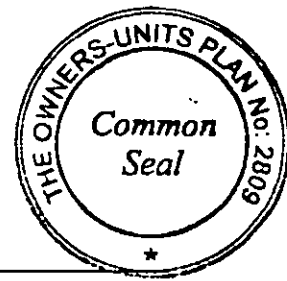
1. Alterations and additions must not be undertaken without the prior written consent of the Owners Corporation.
2. Alterations include the erection of any structure (such as external blinds, screens, pergolas, awnings, satellite dishes or other shade devices), painting or otherwise altering the external façade or appearance of the building, modifications of any air conditioning, heating or ventilation system or associated piping or ducting servicing a unit.
3. All requests for alterations should be forwarded to the Manager for consideration by the Owners Corporation and/or Executive Committee. (In the case of tenants, requests should be submitted to the Property Manager.)
4. Approval is unlikely to be given to any alterations that will impact on the privacy/amenity of another resident or that is not in keeping with the general appearance of the complex.

Animals/Pets

5. In accordance with Section 32 of the Unit Titles (Management) Act 2011, animals are not permitted unless the Owners Corporation gives written approval. A *Pet Approval application form* is attached to these House Rules.
6. The Owners Corporation/Executive Committee are authorised to make determinations regarding keeping of animals after all criteria have been met by the applicant (as outlined in the application form).
7. The Owners Corporation/Executive Committee may review any permission that has been given, and approval to keep a pet can be withdrawn at any time if the pet causes a nuisance to another resident or other residents.
8. No animals are permitted on the common property at any time unless being escorted either to or from a unit.
9. Any damage or soiling of any common property is the responsibility of the pet owner.
10. Permission to have a pet is not transferable to a new owner or tenant of an apartment or to current residents replacing an approved pet. All pets must be individually approved.
11. The House Rules relating to pets are strictly enforced by the Owners Corporation/Executive Committee.
12. All real estate agents associated with the sale or rental of an apartment are reminded that a condition of residency that all pets must be granted approval PRIOR to moving into the development. This requirement must be conveyed to all prospective buyers and tenants.
13. All pets must be kept on a lead when moving around the development.

Appearance

14. Residents must maintain their units so that other units are not adversely affected in terms of hygiene, appearance or value.
15. A sense of community and general tidiness requires that all residents assist in keeping the common area clean and free from litter and damage. This includes entrance foyers, car parking areas, driveways, lawns and landscaped areas.



Balconies and Courtyards

16. Balconies are not to be used as a storage area.
17. Birds and possums must not be fed from balconies.
18. The draping of rugs, mats, sheets, blankets, clothing, washing, etc. over balcony railings or courtyard walls is not permitted.
19. No permanent washing structures are permitted on balconies. Retractable or fold-down clotheslines may be permitted upon application to the Owners Corporation/Executive Committee and must be retracted or folded down when not in use.
20. A clotheshorse (drying rack) is allowed on the balcony but should be removed when not in use.
21. Balustrades/railings and courtyard walls **MUST NOT** be covered with any type of covering (internally or externally) unless approval is granted by the Owners Corporation/Executive Committee.
22. Care must be taken when cleaning and watering plants on balconies. Residents must ensure that water does wash through to adjoining balconies and not fall onto lower balconies or motor vehicles below.
23. Furniture or gardening items **MUST NOT** be bolted down onto balconies.
24. The use of barbeques on balconies is permitted but must not cause an inconvenience to other residents.

Complaints

25. If an infringement of these Rules cannot be resolved personally, the resident may report the infringement in writing to the Manager.
26. Please note that the Owners Corporation can only take action if the complaint is in writing. The complaint should include the identity of the offender, or their unit number, as well as the time, date and nature of the offence.
27. **Verbal and/or anonymous complaints cannot be acted upon.**
28. Incidents that infringe particular 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. (*Please see "Emergency Contacts".*)

Damage and Vandalism

29. A resident and their visitors must not damage any part of the common property.
30. If damage does occur to common property, the resident or their visitors are not permitted to fix or rectify the damages themselves.
31. The occupant who has caused damage is liable to reimburse the Owners Corporation for all expenses that it incurs to rectify the damage.

Doors – foyer, unit and fire escape

32. Under no circumstances are any doors opening onto common areas to be left or propped open at any time.
33. Fire escape doors must be kept shut at all times.
34. Doors leading from basement car parks must not be jammed open at any time.



House Rules

UNITS PLAN 2809 – Jarrah
34 Morell Close, Belconnen



35. Residents and visitors must ensure that doors close behind them.
36. Fire doors and exit passageways must not be obstructed at any time.
37. Doormats are not to be used to prop open doors.

Evacuation from the Building in an Emergency

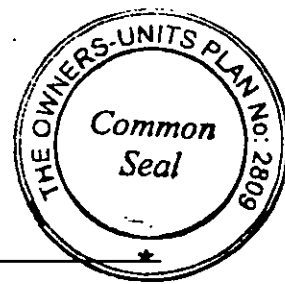
38. Signs are located in each of the corridors, foyers and basement levels to indicate to residents and their guests the nearest emergency exit and the location of emergency equipment. Residents should familiarise themselves with the location of their nearest exit.
39. In the event of an evacuation, and if it is safe to do so, ensure you take your swipe cards and unit keys with you to enable you to re-enter the building when it is cleared by the Fire Brigade.

Floor Coverings

40. No timber, laminate or hard surface flooring (including polished concrete floors) is to be installed in the general living area of the units without consideration and approval of the Owners Corporation.
41. All proposed hard surface flooring installations must receive written approval prior to commencement of the works. This requirement does not apply to floor spaces within a kitchen, laundry, toilet or bathroom area.
42. All reasonable measures to reduce or prevent noise transmission must be undertaken when installing hard surface flooring. These include suitable sound proofing or acoustic material installed under the proposed hard flooring. This information must be provided to the Owners Corporation together with the application.
43. The responsibility of complying with the rule remains with the owner or occupier and meeting the standard does not exonerate an owner from an ongoing obligation to reduce the transmission of unreasonable noise.

Garbage and Recycling

44. The garbage hopper is for domestic waste only. All rubbish must be placed in the hopper and the hopper lid closed after use.
45. All household rubbish should be enclosed in an acceptable outer container, such as an approved garbage bin liner, and fastened securely.
46. Residents are encouraged to recycle wherever possible. Large boxes should be collapsed and freed from foam or other contaminated matter before being placed in the recycling bins.
47. Under no circumstances is garbage or recycling to be placed on the floor in front of the garbage hopper or on the floor of the garbage area.
48. Household items such as furniture, bedding etc. are not to be placed in either the garbage or recycling hoppers but should be disposed of by residents at appropriate Government collection areas. If it is determined that residents have contaminated either the household waste or recycling hopper, the cost of rectification may be charged.
49. Consideration should be given, and noise kept to a minimum, when disposing of rubbish.



ACT Government Recycling and Waste Disposal locations:

All depots open 7 days a week from 7.30 am to 5.00 pm (except Good Friday and Christmas Day)

Where	Address	Services
North - Mitchell	Flemington Road, Mitchell	<ul style="list-style-type: none"> ✓ Free recycling drop off area for paints, oils, car batteries, metals (including white goods), TVs and computers, fluro tubes and globes, etc. ✓ Waste transfer station. ✓ Free recycling for paper, cardboard, glass jars and bottles, plastic containers, aluminium and steel cans. ✓ Re-use facility – items can be dropped off free of charge.
West - West Belconnen	Parkwood Road, Macgregor	<ul style="list-style-type: none"> ✓ Free recycling drop off area for motor and heater oils + car batteries. ✓ Free recycling for paper, cardboard, glass jars and bottles, plastic containers, aluminium and steel cans. ✓ Green Waste recycling – drop off garden waste for free.
South – Mugga Lane	Mugga Lane, Symonston	<ul style="list-style-type: none"> ✓ Free recycling drop off area for paints, oils, car batteries, metals (including white goods), TVs and computers, fluro tubes and globes, etc. ✓ Waste transfer station. ✓ Free recycling for paper, cardboard, glass jars and bottles, plastic containers, aluminium and steel cans. ✓ Re-use facility – items can be dropped off free of charge. ✓ Green Waste recycling – drop off garden waste for free.

If you are unsure of how to dispose of your items, please refer to **A-Z Waste and Recycling Guide** (alphabetical guide to waste and recycling in the ACT), which can be found at <http://www.tccs.act.gov.au/recycling-and-waste>.

Legal Fee Recovery

50. If the Owners Corporation incurs legal fees as a result of the conduct of an owner (including for the recovery of a debt owed to the Owners Corporation), the owner shall be liable to pay to the Owners Corporation the amount of the legal fees incurred by the Owners Corporation in undertaking legal action against the owner.

Moving In and Moving Out

51. The Manager must be notified a minimum of 24 hours prior to your move. This assists in maintaining the security of the building by ensuring access swipes are activated/deactivated.
52. Furniture should be covered when moving to avoid damage to the walls.
53. To prevent noise disturbance to other residents, where possible arrange for moving to be undertaken during the hours of 9.00 am and 7.00 pm.

Noise

54. Residents should be aware that noise penetrates easily into other units, particularly through balcony doors and windows.
55. At all times, and specifically between 10.00 pm and 7.00 am, residents must avoid causing noise (eg. music, television, loud voices, washing machines, dryers, spas, etc.) at a level which may disturb other residents.



Parking and Vehicles

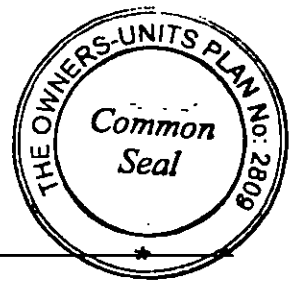
56. Residents should only park their vehicles in their unit's allocated car space in the underground garage. DO NOT block or use other residents' car parking space without their consent to do so.
57. Vehicles are NOT to be parked on the concrete access driveway, on landscaped areas, or in any position where they may cause an obstruction to others.
58. "Visitors" parking spaces are for the use of resident's visitors only. These spaces must not be used for long term parking and should never be utilised by residents.
59. Vehicles must observe a 5 kph speed limit within the complex.
60. Residents are responsible for cleaning up of any oil spills caused by their vehicles or their guest's vehicles. In the event that this is not carried out and after advice is provided to the resident, owner and/or Property Manager, the area will be cleaned and the cost may be added to the unit levy.
61. In the interest of safety, children are not permitted to ride bicycles or play games on the common property driveway areas or in the underground parking areas.
62. Residents are not allowed to wash cars in the car park.
63. Fire hydrants are never to be used by residents for the purpose of washing vehicles.

Real Estate Signs

64. Real Estate and Leasing "A-frame" signs (sandwich boards) are permitted in the outside common area. The sign must not create a hazard to pedestrians and motor vehicles and can only denote the location of properties for sale or lease and only during open inspections.
65. Unit owners are not permitted to display any signs in any visible external windows to their unit or on the common property except with the prior approval of the Owners Corporation/Executive Committee.
66. Without limiting the previous paragraph, signs including real estate "For Sale" and "To Let/Lease" signs are not permitted to be erected on the common property unless permission is given by the Owners Corporation/Executive Committee.
67. Under no circumstances are real estate signs to be erected in the perimeter garden or common property lawn area.
68. Rectification of any damage caused as a result of the erection of a real estate sign, will be the responsibility of the unit advertised for sale.
69. Real estate signs are to be removed immediately upon sale or lease of the property, and are not to remain erected with the "Sold" or "Leased" stickers affixed.

Security and Safety

70. Security is provided through security access passes.
71. Additional or replacement security passes are issued by the Manager. All additional cards must be formally requested in writing by the owners of the unit or their authorised agent.
72. All additional keys must be formally requested in writing by the owners of the unit or their authorised agent.
73. All faults with the security system and/or individual residents' access cards should be reported to the Manager.



74. In the interest of maintaining the security of all residents and their guests must ensure that security doors are closed firmly after entering or leaving the building.
75. Unknown or unauthorised persons must not be admitted to the building.
76. The Owners Corporation is unable to provide after hour's access to residents if locked out of the building. Residents should plan ahead - for example, leaving an additional set of access keys with a friend or relative.

Smoke Detectors

77. It is the responsibility of the resident (owner or tenant) to ensure smoke detectors are maintained.
78. If smoke from an apartment sets off the fire alarm, costs associated with Fire and Rescue attendance will be passed on to the unit owner. (For example – a smoke detector activated due to burning food requiring ACT Fire & Rescue attendance.)

Smoking

79. Smoking is not permitted in any of the common areas, including the foyers, hallways, or basement car parks.
80. An occupant must not throw cigarette butts or ash over the balconies or discard them on any part of the common property.

Storage

81. For safety and appearance, resident **MUST NOT** store any items in common property areas including entrance foyers, stairwells, access pathways or in vehicle parking bays.
82. Parking bays are not to be used for general storage other than bicycles. All residential units have a storage room allocated for the storage of personal items.

Visitors and Guests

83. Residents are responsible for their visitors and guests at all times within the development.
84. Please ensure that visitors and guests are aware of and abide by the Rules of the Owners Corporation.

Window Coverings

85. Unit owners and residents must ensure that window treatments used in their units (including blinds, curtains, drapes, etc.) are coloured white or cream when viewed from the outside of the unit unless otherwise approved by the Owners Corporation.
86. Residents are not permitted to display any signs, flags, advertising material in any external window of their unit without prior written approval of the Owners Corporation.
87. Residents are not permitted to cover unit windows with foil or other forms of coverings without prior written approval of the Owners Corporation.



General Information

88. The Owners Corporation does not accept responsibility for any personal property removed, damaged or stolen from common property areas, the underground car park or from individual units or storage cages.
89. The basement car parking area, including individual storage cages, are designated "wet areas". The Owners Corporation does not accept responsibility for damage to any property as a result of water.
90. Residents are responsible for any damage by their guests and visitors.
91. Residents are responsible for any annoyance caused by them to other residents.
92. Fire equipment such as extinguishers and hoses must not be used except in case of an emergency. This is a requirement under law. Corporate and personal fines will be issued by the Fire Brigade for non-compliance (ACTFB Policy May 2003).
93. No shopping trolleys are to be left inside the building, on common property areas, or on the surrounding garden/grassed areas at the complex.
94. Residents shall co-operate with the gardener employed to maintain the common area and any other tradesperson employed by the Owners Corporation whilst in the performance of their duties.
95. Residents and their guests shall not walk across garden beds and shall not use lawns as a thoroughfare.
96. Letterboxes must be emptied of all junk mail on a regular basis. It is the owner's responsibility to ensure that unoccupied units have their mail boxes emptied.
97. Graffiti of any description is not permitted on any area of the complex. Any graffiti should be documented and a report lodged with the Manager immediately.
98. Christmas lights are permitted to be installed on individual balconies however they should not cause nuisance to other residents.
99. Under no circumstances are sandwich boards or other advertising material permitted on the common property, with the exception of real estate signs denoting the location of properties for sale or lease within.

Attachments

Attachment 1 - Pet Approval Application Guidelines

Attachment 2 - Default Rules

As outlined in Section 32 of the Unit Titles (Management) Act 2011, all pets must be approved by the Owners Corporation – see excerpt below:

32 Animals – owners corporation’s consent

- (1) A unit owner may keep an animal, or allow an animal to be kept, within the unit or the common property only with the consent of the owners corporation.
- (2) The owners corporation may give consent under this section with or without conditions.
- (3) However, the owners corporation’s consent must not be unreasonably withheld.
- (4) In this section, animal includes:
 - (a) an amphibian; and
 - (b) a bird; and
 - (c) a fish; and
 - (d) a mammal (other than a human being); and
 - (e) a reptile.

The Executive Committee have been delegated the authority to make all determinations concerning applications for keeping of animals.

It is a condition of residency that pets cannot be accepted unless formal approval has been granted. It is important that these requirements are conveyed by owners and real estate agents to all prospective buyers and tenants. Tenants must first seek approval from the Owner of the residence before application is made to the Owners Corporation and a copy of this approval must accompany this application.

A register will be maintained of approved pets. Please note that approvals can be withdrawn if a pet is deemed to be causing a nuisance.

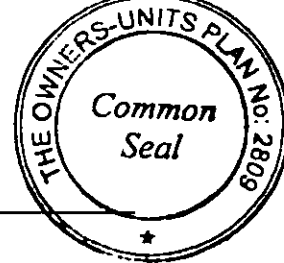
The Pet Rules are enforced by the Executive Committee and are designed to ensure the happy co-existence of all residents – whether human or animal. The Rules are outlined below:

- ❑ *Pets must be registered and comply with all requirements of ACT Pet Regulations and, where appropriate, be micro-chipped.*
- ❑ *Any damage or soiling of common property is the responsibility of the pet owner.*
- ❑ *Cats must be kept inside the unit at night and – at all times – must not be allowed to enter or soil any common property or other resident’s property.*
- ❑ *All animals must be leashed at all times whilst on common property.*
- ❑ *Permissions are pet specific. Permission granted to an individual pet and is not transferrable to a new owner or tenant of an apartment, or to current residents replacing an approved pet.*

If you would like to have a pet in your unit and are prepared to comply with the conditions above, please complete the attached application form and return it to your Strata Manager who will then submit your request to the Executive Committee for consideration and approval.



Pet Approval Application Form



Development Name: _____ Unit No.: _____

Owner/Property Manager
authorisation attached?

Pet Owner Name: _____

Phone: _____ Email: _____

Pet Owner Name: _____

Phone: _____ Email: _____

Emergency Contact: _____ Phone: _____

Particulars of animal *(please complete one form per animal):*

Name of pet: _____ Age: _____

Pet type: Dog / Cat / Bird / Other _____ Breed: _____

Colour: _____ Sex: Male/Female Is the animal desexed? Y / N

Microchip No.: _____ Dog Registration No.: _____

I/we hereby declare that I/we:

- will comply with all relevant legislation;
- that the animal or bird will be constrained so as not to allow it to cause nuisance on common property or to neighbouring units;
- that any damage or fouling caused by that animal whilst on common property will be rectified without delay; and
- the animal/bird will be removed immediately if permission is withdrawn by the Executive Committee or at a general meeting of the Owners' Corporation.

Signatures: _____

Owner 1

Owner 2

Dated: ____/____/____

____/____/____

Please return the completed form to: LMM Solutions Pty Ltd

Email: enquiries@lmm solutions.com.au

P: 0409 989 108

1 Definitions—Default Rules

(1) In these Rules:

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

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

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

2 Payment of rates and taxes by unit Owners

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

3 Repairs and maintenance

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

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

4 Erections and alterations

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

(a) in accordance with the express permission of the Executive Committee; and

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

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

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

5 Use of common property

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

6 Hazardous use of unit

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

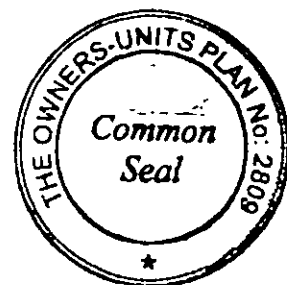
7 Use of unit—nuisance or annoyance

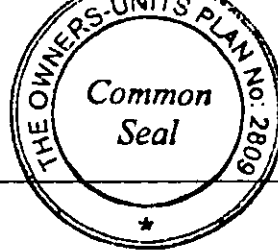
(1) A unit owner must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner, occupier or user of another unit.

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

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

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





8 Noise

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

9 Illegal use of unit

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

10 What may an Executive Committee representative do?

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

11 Seal of Owners Corporation

- (1) For the attaching of the seal of the Owners Corporation to a document to be effective—
 - (a) the seal must be attached by decision of the Executive Committee; and

Note Executive Committee decisions must be made by majority vote, or by unanimous vote if there are only 2 members of the Committee (see Unit Titles Act 2001, s 88).
 - (b) the seal must be attached in the presence of two (2) Executive members; and
 - (c) the Executive members witnessing the attaching of the seal must sign the document as witnesses.
- (2) The Manager may affix the common seal of the Owners Corporation to:
 - (a) reduced quorum meeting notices;
 - (b) Rules registration documents;
 - (c) Notice of Change of Address for Service of Documents for a Body Corporate at the Land Titles Office; and
 - (d) certifications under Section 119 of the Act without following procedure outlined in Rule 11(1).

12 Recovery of Legal Fees

- (1) If an Owners Corporation incurs legal fees or other costs in any legal or administrative action against a unit owner, the unit owner shall, unless a court order directs otherwise, be liable to pay the Owners Corporation the amount of the legal fees or other costs incurred by the Owners Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.
- (2) The unit owner agrees that any monies which are payable pursuant to *Rule 12(1)* shall be a debt enforceable by the Owners Corporation against the unit owner.
- (3) The legal fees and other costs payable in accordance with *Rules 12(1)* shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owners Corporation. For the avoidance of doubt, any legal fees or other costs incurred by the Owners Corporation which cannot be evidenced by a written invoice as due and payable, shall not form part of, and will not be recoverable against, in accordance with *Rule 12(1)*.
- (4) The Owners Corporation shall not commence any action against any unit owner other than to recover outstanding levies, without a majority vote from a Special General Meeting.

13 House Rules

As attached.



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

Part A - Details of reduced quorum decisions

A1 - The Owners Units Plan No: 2809

A2 - Annual General / General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on: *Wednesday, 30 July, 2014*

Tick applicable box, or both boxes if applicable:

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

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

A3 - Reduced Quorum Decisions

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

Date of decision: *Wednesday, 30 July, 2014*

Full text of reduced quorum decision (See attached Minutes)

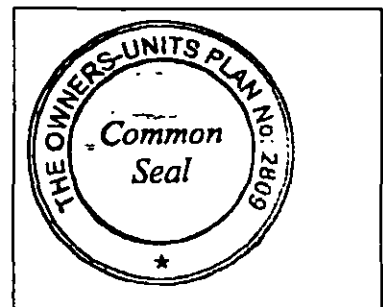
A4 - Owners Corporation Declaration

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

Dated: *Monday, 31 July, 2014*

Signature: 

Designation: Senior Strata Manager



Seal

**MINUTES OF ANNUAL GENERAL MEETING
UNIT PLAN 2809 – “JARRAH”
34 MORELL CLOSE, BELCONNEN**



- Held:** On Wednesday, 30 July, 2014 at 6.00 pm
- At:** Catchpoles Room, Southern Cross Club,
Cnr. Catchpole & Bowman Streets, Macquarie
- Present:** Mr J Quick (Unit 9), Mr N Forostenko (Unit 10), Mr N & Mrs N Gentle (Unit 14),
Mr R Canning (Unit 16), Ms F Gourlay (Unit 17), Mr H & Mrs B Lawrence (Unit 18)
and Mr S Irvine (Unit 20)
Mrs L Upton representing Independent Strata Management Pty Ltd
- Proxies:** Mr C & Mrs J Beaumont (Unit 3) and Commissioner for Housing (Units 7 & 11)
- Apologies:** Ms S Smith (Unit 4)
- Chair:** Mr H Lawrence chaired the meeting.
- Quorum:** A quorum was not present. However the meeting proceeded with a Reduced Quorum
(Schedule 3.9 of the Unit Titles (Management) Act 2011).

Secretarial Note – Owners are advised that under the Schedule 3.9 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only disallowed if within 21 days after the decision was made, the Owners Corporation is to give a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.

MINUTES

- MOTION 1:** *It was resolved that the Minutes of the previous Annual General Meeting be confirmed as a true and accurate record of the proceedings of the meeting.* **CARRIED**

Matters arising from Minutes

It was requested by Mr Gentle that it be recorded in these Minutes that although he was noted as an “apology” and “proxy” at last year’s meeting, he was, in fact, in attendance. The Strata Manager apologised for this error.

INSURANCE

The Owners Corporation holds insurance cover with Strata Unit Underwriters as follows:

Policy No: 06S8580055	Due date - 18/4/2015
Building replacement	\$11,157,300
Public liability	\$10,000,000
Office Bearers Liability	\$5,000,000
Workers Compensation	In accordance with the Act
Excess	\$250.00 (\$2,000 on pipes and water damage claims)
Premium	\$9,454.20

Those present agreed that this cover appeared adequate at this time however it was requested that a quote be obtained for an increase in Office Bearers insurance to \$10 million which will be forwarded to the Executive Committee for their approval.

FINANCIAL REPORT

The financial report had been circulated to all owners. The financial statements showed a balance of \$14,891.59 in the Administrative Fund and a balance of \$87,271.53 in the Sinking Fund. The balance of the Cheque Account is \$87,007.72.

MOTION 2: *It was resolved that the financial statements be accepted as presented.* **CARRIED**

APPOINTMENT OF AUDITOR

MOTION 3: *It was resolved that the Owners Corporation of UP2809 authorise the Strata Manager, in consultation with the Executive Committee, to appoint an auditor to audit the books and records of the Corporation to the Auditors Standards for presentation at the next Annual General Meeting.* **CARRIED**

Secretarial note - a quote is to be obtained and forward to the Executive Committee for approval.

BUDGET DEBATE

Administrative Fund

MOTION 4: *It was resolved that the proposed Administrative Fund budget of \$74,775.00 (excl. GST) be adopted.* **CARRIED**

Sinking Fund

MOTION 5: *It was resolved that the proposed Sinking Fund budget of \$28,122.00 (excl. GST) be adopted.* **CARRIED**

Administrative and Sinking Fund Levy Contribution

MOTION 6: *It was resolved that the corporation determine a levy equal to the approved budget for the twelve month period, commencing 1 July, 2014, and to be contributed in accordance with the unit entitlements at quarterly intervals, being 1 September and 1 December, 2014 then 1 March and 1 June, 2015.* **CARRIED**

STRATA MANAGEMENT AGENCY AGREEMENT

MOTION 7: *It was resolved that the Owners Corporation enter into the following arrangements:*

- a. *That Independent Strata Management be appointed as Manager for a period of three (3) years;*
- b. *The Owners Corporation execute a written agreement to give effect to this appointment;*
- c. *That authority is given for the Common Seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting.* **CARRIED**

Secretarial note – it was agreed with the members present that the Chair and Secretary (to be elected at the first EC Meeting) will be the signatories of this Agreement.

ELECTION OF COMMITTEE

MOTION 8: *It was resolved that the Owners Corporation of UP2809 agree to appoint 3 to 7 Owners to form the Executive Committee until the next Annual General Meeting.* **CARRIED**

The following owners were elected to stand as Executive Committee Members until the next Annual General Meeting:



Unit 9 – Mr J Quick
Unit 10 – Mr N Forostenko
Unit 14 – Mr N Gentle
Unit 16 – Mr R Canning

Unit 17 – Ms F Gourlay
Unit 18 – Mr H Lawrence
Unit 20 – Mr S Irvine

HOUSE RULES

MOTION 9(i): *That the Owners Corporation of UP2809 authorise the Executive Committee to derive a set of House Rules for further consideration, adoption and registration (as Rule 13) at next year's General Meeting.*

LAPSED

MOTION 9(ii): *It was resolved that the Owners Corporation of UP2809 authorise the Executive Committee to derive a set of House Rules for adoption as Rule 13 of the Default Rules and registration.*

CARRIED

GENERAL BUSINESS

Updated Sinking Fund Plan –

As discussed and agreed with the members present, an updated Sinking Fund Plan will be sought in early May 2015. This will be forwarded to the Executive Committee for consideration and will be distributed with the AGM Notice for 2015.

Thanks to outgoing EC Members –

Mr Lawrence requested to have it noted in these Minutes the contribution of Mr Gentle over the past years. The members present agreed with the high appreciation of the hard work undertaken by Mr Gentle on behalf of all owners of the Corporation.

Furthermore, appreciation is also given to Mr Lawrence for his involvement and support of the Executive Committee and its functions.

The meeting closed at 6.34 pm





Chief Minister



SR\$3113253

13/10/2021 14:23:33 Elri P

3113253

Land Titles Act 1925

SR

LODGING PARTY DETAILS		
Name	Email Address	Contact Telephone Number
LMM Solutions	accounts@lmm solutions.com.au	02 5110 3200

TITLE AND LAND DETAILS				UNITS PLAN NUMBER
Volume & Folio	District/Division	Section	Block	
1732/80	Belconnen	157	9	2809

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

Amend Rule 1.4 and Adopt Rule 2.0, Rule 3.0 and 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 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:

Lauren Upton
Lauren Upton
Director of LMM Solutions

Grace Upton
Grace Upton
of LMM Solutions

for: Owners of UP2809
on behalf of the Registered Proprietor/Managing Agent

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by	EB	Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	AS	Registration Date	20/10/2021

VOI Sighted x 1

Change of Name by.....

Category..... 2

Sighted by.....

Date..... 13 OCT 2021

JACK SHAW
Deputy Registrar-General



Strata Management
For the client experience you deserve!

PO Box 884
Gungahlin ACT 2912

P 02 5110 3200
E enquiries@LMMsolutions.com.au

27 July 2021

To all Owners
UP2809 – Jarrah
34 Morell Close
BELCONNEN ACT 2617

Dear Owner

UP2809 - JARRAH
Minutes of Annual General Meeting 2021

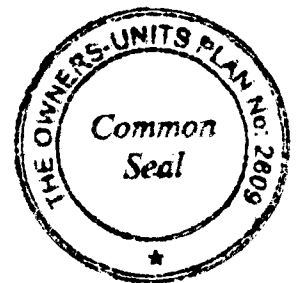
Further to the recent Annual General Meeting for your development, please find enclosed the Minutes of that meeting.

If you have any queries or require clarification of items contained in the Minutes, please feel free to contact me.

Yours faithfully

Lauren Upton
Director | Owner
Cert IV in Property Services (Operations)
LMM Solutions Pty Ltd

P 02 5110 3200
E Lauren@LMMsolutions.com.au





MINUTES OF ANNUAL GENERAL MEETING 2021
UNITS PLAN 2809 - JARRAH
34 MORELL CLOSE, BELCONNEN

- Held:** On Monday, 26 July 2021 at 6.00pm.
- At:** LMM Solutions office, 231/29 Braybrooke Street, Bruce and via teleconference.
- Present:** Mr N Forostenko (Unit 10), Mr N & Mrs N Gentle (Unit 14), Mr R Canning (Unit 16), Ms F Gourlay (Unit 17), Mrs B Lawrence (Unit 18) and Mr T Arthur (Unit 20).
Mrs L Upton representing LMM Solutions Pty Ltd.
- Proxies:** Mrs J Beaumont (Unit 3) – held by the Chair.
Mr A & Mrs R Maia – held by the Chair.
Ms B White – held by Mr Gentle.
- Absentees:** None.
- Apologies:** None.
- Chair:** Mr N Forostenko was elected chairperson for the meeting.
- Quorum:** As a standard quorum was not present, the decisions taken at the Meeting were Reduced Quorum decisions in accordance with Schedule 3.9, Part 3.1, s.3.11 of the Unit Titles (Management) Act 2011.

MINUTES

- MOTION 1:** It was resolved that the Minutes of the previous Annual General Meeting be confirmed as a true and accurate record of the proceedings of the meeting.

CARRIED

Matters arising from Minutes

None.

ALTERNATIVE VOTING MECHANISM

- MOTION 2:** It was resolved that the Owners Corporation of UP2809 agree to accept that meetings can be held via electronic means, including phone and teleconference, and by postal vote and that votes by an entitled person are recorded as valid.

CARRIED

INSURANCE

The Owners Corporation holds insurance cover with SUU Strata Insurance as follows:

Policy No: 06S2865197	Due date - 18/4/21
Building replacement	\$14,382,290
Excess	\$500.00
Premium	\$14,166.26

Those present agreed that this cover appeared adequate at this time. However, a question was raised by Ms F Gourlay in relation to the warranty period covered by the new roof. The Manager was unsure and will obtain advice from the insurer.

MOTION 3: It was resolved that the Owners Corporation of UP2809 acknowledge the Certificate of Currency and review of the insurance claims report as presented.

CARRIED

ACCEPTANCE OF FINANCIAL STATEMENTS

The financial report had been circulated to all owners. The financial statements showed a balance of \$16,351.36 in the Administrative Fund and a balance of \$86,626.25 in the Sinking Fund. The balance of the Cash at Bank Account is \$101,420.17.

MOTION 4: It was resolved that the Owners Corporation of UP2809 accept the financial statements as presented.

CARRIED

SINKING FUND PLAN

MOTION 5: It was resolved that the Owners Corporation of UP2809 give consent to obtain an updated Sinking Fund Forecast Report to be reviewed and accepted by the Executive Committee.

CARRIED

MAINTENANCE PLAN/SCHEDULE

MOTION 6: It was resolved that the Owners Corporation of UP2809 have reviewed the Maintenance Plan as presented and authorise the Executive Committee to make determinations in relation to the matters and contracts as specified.

CARRIED

Matters arising from the Maintenance Plan and building condition. None.

BUDGET DEBATE

Administrative Fund

MOTION 7: It was resolved that the proposed Administrative Fund budget and contribution amount of \$78,500.00 be adopted.

CARRIED

Sinking Fund

MOTION 8: It was resolved that the proposed Sinking Fund budget and contribution amount of \$41,050.11 be adopted.

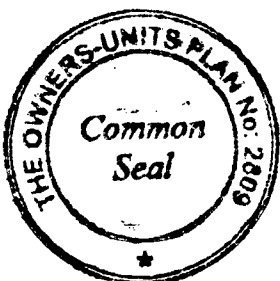
CARRIED

Administrative and Sinking Fund Levy Contribution

MOTION 9: It was resolved that the Owners Corporation determine a levy equal to the approved budget for the twelve-month period, commencing 1 July 2021, and to be contributed in accordance with the unit entitlements at quarterly intervals with the instalment due dates to be:

	Payment periods		Payment due dates
	FROM	TO	
Levy 1	1 July 2021	30 September 2021	1 September 2021
Levy 2	1 October 2021	31 December 2021	1 December 2021
Levy 3	1 January 2022	31 March 2022	1 March 2022
Levy 4	1 April 2022	30 June 2022	1 June 2022

CARRIED



STRATA MANAGEMENT AGENCY AGREEMENT

- MOTION 10:** It was resolved that the Owners Corporation enter into the following arrangements:
- That LMM Solutions Pty Ltd be appointed as Manager, for a period of three (3) years;
 - The Owners Corporation delegate to the Agent all of its functions (other than those prohibited by the Act);
 - The Owners Corporation execute a written agreement to give effect to this appointment and delegation;
 - The delegation is subject to the conditions and limitations set out in the Agreement;
 - Authority is given for the Common Seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting; and
 - Empower two members of the Executive Committee as authorised signatories on behalf of the Owners Corporation to sign the Management Agreement with LMM Solutions Pty Ltd.
- CARRIED**



Secretarial note - the Management Agreement was signed by two Committee members present and by LMM Solutions as Managers. A copy of the signed Agreement will be uploaded to the Owners Portal and a copy will also be emailed to the Executive Committee for their records.

ELECTION OF COMMITTEE

- MOTION 11:** It was resolved that the Owners Corporation of UP2809 elect 3 to 7 Owners to form the Executive Committee until the next Annual General Meeting. **CARRIED**

The following owners were elected to stand as Executive Committee Members until the next Annual General Meeting (a short meeting was convened at the conclusion of the AGM and the Executive Committee positions were appointed):

Chair –	Mr N Forostenko	Member –	Mrs B Lawrence
Secretary –	Mr R Canning	Member –	Mr T Arthur
Treasurer –	Mr N Gentle		

It was resolved that the Executive Committee agrees to delegate the role of Secretary and Treasurer to the Manager.

RULE AMENDMENTS AND ADDITIONS (see Attachment A) - Special Resolutions

- MOTION 12:** It was resolved that Rule 1.4 of the Default Rules be amended. **CARRIED**
- MOTION 13:** It was resolved that Owners Corporation make an Alternative Rule 2.0 relating to the execution of documents. **CARRIED**
- MOTION 14:** It was resolved that the Owners Corporation make an Alternative Rule 3.0 relating to the recovery of legal fees. **CARRIED**

MOTION 15: It was resolved that the Owners Corporation of UP2809 amend the Default Rules of the Unit Titles (Management) Regulation 2011 for adoption and registration with the Land Titles Office and for the cost of registration be paid from the Administrative Fund. **CARRIED**

ALTERNATIVE RULES - Special Resolution

MOTION 16: That the Owners Corporation of UP2809 authorise the Executive Committee to derive a set of Alternative Rules for adoption and registration (with the amended Default Rules). **CARRIED**

GENERAL BUSINESS

Cleaning

Members present requested a copy of the current Scope of Works for the cleaning contractor. They further advised the Manager that drag marks (from sodden carpets dragged from Unit 11 to their car space) have not been cleaned up. The Manager asked for photos and confirmed that this would be addressed with the cleaner.

Drain in garage

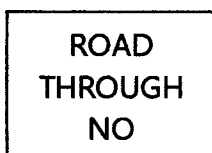
A quote was provided to the Committee by Laser Plumbing for the concreting of the basement drain in front of the roller door. When recently undertaking the preventative maintenance at the development, Laser noted that the drain did not have a concrete base. For your information, please find attached a copy of the Quote.

The members present requested a second quote. This will be arranged by the Manager and onforwarded to the Committee for their consideration and approval.

"No Through Road" line marking

The Manager was advised that the line marking on the driveway leading to the townhouses has basically worn off and would like a quote to replace – perhaps with paint which will last longer.

One member requested that perhaps the line marking could read as below, instead of running across the road as the lettering could be bigger. The Manager will arrange for a quote for the consideration and approval of the Committee.



Townhouse fences – in between the unit's rear courtyards

Due to termite activity, the Owners in the 4 townhouses have agreed to remove the wooden fences in between their rear courtyards. (Please note – the existing external fences facing out onto common property are pool fencing which will remain.)

The original advice provided was the there was pool fencing in between each unit that had been clad on either side by wood – however this is not the case. The discussion now is whether the wooden fences will be replaced with additional pool fencing or Colorbond, what the height will be and what is the preferred colour.

The Manager suggested that once a decision has been made, that this is noted in the development files so that any future fencing (between the rear courtyards in the main unit block), use the same colour.

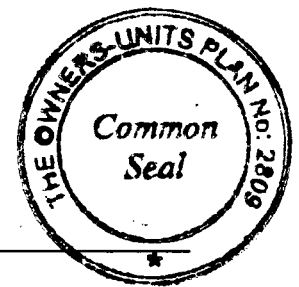
With no further business, the meeting closed at 7.23 pm.





Alternative Rules

UNITS PLAN 2809 - Jarrah
34 Morell Close, Belconnen



Residents and their guests are required to read, understand and abide by these Rules.

The following Alternative Rules have been established for the mutual benefit of all residents (both owners and tenants) in order to provide convenience, comfort and privacy of the residents of **Jarrah**. A copy of these Alternative Rules must be provided by owners and/or Property Managers to all residents. At all times, the Unit Titles (Management) Act legislates all matters relating to Strata.

LMM Solutions Pty Ltd
PO Box 884
GUNGAHLIN ACT 2912

Email: enquiries@LMMsolutions.com.au
Office: 02 5110 3200
After hours: 0409 989 108

ACT POLICING –

Situation	Details	Contact No.
Emergency	You or someone else is in immediate danger and the offender is still in the vicinity, or there has been a serious accident.	000 (Triple zero) and ask for the Police – remain on the phone until Police arrive.
Crime Stoppers	To report illegal activity or provide information on unsolved crimes anywhere in Australia. You may remain anonymous.	1800 333 000 (toll free)
Police Attendance	You require Police assistance but there is no immediate danger. To report suspicious activity, theft, car accident with no serious injury.	131 444
National Security Hotline	To report suspicious behaviour or terrorist activity.	1800 123 400

AFTER HOURS EMERGENCY CONTACTS –

If you experience **emergency** building maintenance issues out of normal business hours, please see list below of reputable contractors who provide **24/7 availability**.

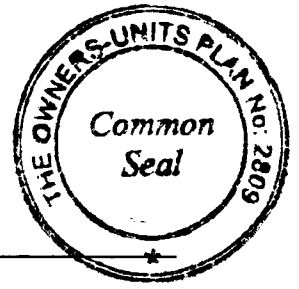
Service	Types of Issues	Business Name	Contact No.
Plumbing	Toilet backing up, blocked drains, irrigation system leaking	Laser Plumbing	6147 0414
Electrician	Unit has no power	Maritex Commercial	0400 664 326
Glass Replacement	Broken window or door	Discount Glass	6253 1099
Garage Doors	Door won't operate	ACT Doorland (via Manager)	0409 989 108
Locksmith	Locked out of unit	Night & Day Locksmiths	6290 1938
SES	Storm damage	State Emergency Services	132 500

Should residents be unable to contact the above contractors, please contact LMM Solutions on 0409 989 108 – 24/7 availability.



Alternative Rules

UNITS PLAN 2809 - Jarrah
34 Morell Close, Belconnen



Introduction..... 1

Manager 1

Emergency Contacts..... 1

Alterations and Erections 3

Animals/Pets 3

Appearance 3

Balconies and Courtyards..... 3

Complaints..... 4

Damage and Vandalism..... 4

Doors – foyer, unit and fire escape 4

Evacuation from the Building in an Emergency 5

Floor Coverings..... 5

Garbage and Recycling 5

Infringement Notices..... 6

Legal Fee Recovery..... 7

Moving In and Moving Out..... 7

Noise..... 7

Parking and Vehicles 7

Real Estate Signs..... 8

Security and Safety..... 8

Smoke Detectors 9

Smoking 9

Storage 9

Visitors and Guests..... 9

Window Coverings 9

General Information..... 9

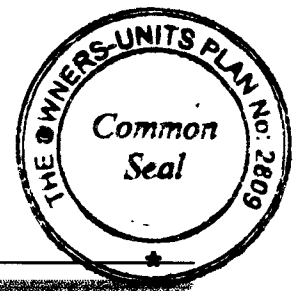
Attachments..... 10

- Default Rules (as amended)



Alternative Rules

UNITS PLAN 2809 - Jarrah
34 Morell Close, Belconnen



1. Alterations and additions must not be undertaken without the prior written consent of the Owners Corporation.
2. Alterations include the erection of any structure (such as external blinds, screens, pergolas, awnings, satellite dishes or other shade devices), painting or otherwise altering the external façade or appearance of the building, modifications of any air conditioning, heating or ventilation system or associated piping or ducting servicing a unit.
3. All requests for alterations should be forwarded to the Manager for consideration by the Owners Corporation and/or Executive Committee. (In the case of tenants, requests should be submitted to the Property Manager.)
4. Approval is unlikely to be given to any alterations that will impact on the privacy/amenity of another resident or that is not in keeping with the general appearance of the complex.

5. In accordance with Schedule 1 of the Unit Titles (Management) Regulation 2011, the Owners Corporation must be advised in writing that an animal is being kept within the unit. A *Pet Consent application form* is attached to these Alternative Rules for submission.
6. The Owners Corporation/Executive Committee are authorised to make determinations regarding keeping of animals after all criteria have been met by the applicant (as outlined in the application form).
7. The Owners Corporation/Executive Committee may review any permission that has been given, and approval to keep a pet may be withdrawn if the pet causes a nuisance to another resident or other residents.
8. No animals are permitted on the common property at any time unless being escorted either to or from a unit.
9. Any damage or soiling of any common property is the responsibility of the pet owner.
10. Permission to have a pet is not transferable to a new owner or tenant of an apartment or to current residents replacing an approved pet. All pets must be individually approved.
11. The Alternative Rules relating to pets are strictly enforced by the Owners Corporation/Executive Committee.
12. All real estate agents associated with the sale or rental of an apartment are reminded that a condition of residency is that the pet owner must, within 14 days of the day the animal is first kept within the unit, tell the Owners Corporation, in writing, that the animal is being kept within the unit. This requirement must be conveyed to all prospective buyers and tenants.
13. All pets must be kept on a lead when moving around the development.

14. Residents must maintain their units so that other units are not adversely affected in terms of hygiene, appearance or value.
15. A sense of community and general tidiness requires that all residents assist in keeping the common area clean and free from litter and damage. This includes entrance foyers, car parking areas, driveways, lawns and landscaped areas.

16. Balconies are not to be used as a storage area.



Alternative Rules

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34 Morell Close, Belconnen



17. Birds and possums must not be fed from balconies.
18. The draping of rugs, mats, sheets, blankets, clothing, washing, etc. over balcony railings or courtyard walls is not permitted.
19. No permanent washing structures are permitted on balconies. Retractable or fold-down clotheslines may be permitted upon application to the Owners Corporation/Executive Committee and must be retracted or folded down when not in use.
20. A clotheshorse (drying rack) is allowed on the balcony but should be removed when not in use.
21. Balustrades/railings and courtyard walls MUST NOT be covered with any type of covering (internally or externally) unless approval is granted by the Owners Corporation/Executive Committee.
22. Care must be taken when cleaning and watering plants on balconies. Residents must ensure that water does wash through to adjoining balconies and not fall onto lower balconies or motor vehicles below.
23. Furniture or gardening items MUST NOT be bolted down onto balconies.
24. The use of barbecues on balconies is permitted but must not cause an inconvenience to other residents.

25. If an infringement of these Rules cannot be resolved personally, the resident may report the infringement in writing to the Manager.
26. Please note that the Owners Corporation can only take action if the complaint is in writing. The complaint should include the identity of the offender, or their unit number, as well as the time, date and nature of the offence.
27. **Verbal and/or anonymous complaints cannot be acted upon.**
28. Incidents that infringe particular 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. (Please see "Emergency Contacts".)

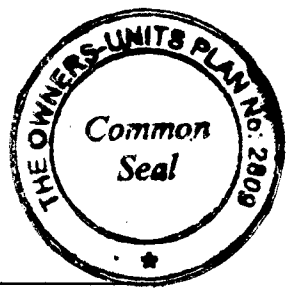
29. A resident and their visitors must not damage any part of the common property.
30. If damage does occur to common property, the resident or their visitors are not permitted to fix or rectify the damages themselves.
31. The occupant who has caused damage is liable to reimburse the Owners Corporation for all expenses that it incurs to rectify the damage.

32. Under no circumstances are any doors opening onto common areas to be left or propped open at any time.
33. Fire escape doors must be kept shut at all times.
34. Doors leading from basement car parks must not be jammed open at any time.
35. Residents and visitors must ensure that doors close behind them.
36. Fire doors and exit passageways must not be obstructed at any time.
37. Doormats are not to be used to prop open doors.



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- 38. Signs are located in each of the corridors, foyers and basement levels to indicate to residents and their guests the nearest emergency exit and the location of emergency equipment. Residents should familiarise themselves with the location of their nearest exit.
- 39. In the event of an evacuation, and if it is safe to do so, ensure you take your swipe cards and unit keys with you to enable you to re-enter the building when it is cleared by the Fire Brigade.



- 40. No timber, laminate or hard surface flooring (including polished concrete floors) is to be installed in the general living area of the units without consideration and approval of the Owners Corporation.
- 41. All proposed hard surface flooring installations must receive written approval prior to commencement of the works. This requirement does not apply to floor spaces within a kitchen, laundry, toilet or bathroom area.
- 42. All reasonable measures to reduce or prevent noise transmission must be undertaken when installing hard surface flooring. These include suitable sound proofing or acoustic material installed under the proposed hard flooring. This information must be provided to the Owners Corporation together with the application.
- 43. The responsibility of complying with the rule remains with the owner or occupier and meeting the standard does not exonerate an owner from an ongoing obligation to reduce the transmission of unreasonable noise.



- 44. The garbage hopper is for domestic waste only. All rubbish must be placed in the hopper and the hopper lid closed after use.
- 45. All household rubbish should be enclosed in an acceptable outer container, such as an approved garbage bin liner, and fastened securely.
- 46. Residents are encouraged to recycle wherever possible. Large boxes should be collapsed and freed from foam or other contaminated matter before being placed in the recycling bins.
- 47. Under no circumstances is garbage or recycling to be placed on the floor in front of the garbage hopper, recycling cupboards or on the floor of the garbage area.
- 48. Household items such as furniture, bedding etc. are not to be placed in either the garbage or recycling hoppers but should be disposed of by residents at appropriate Government collection areas. If it is determined that residents have contaminated either the household waste or recycling hopper, the cost of rectification may be charged.
- 49. Consideration should be given, and noise kept to a minimum, when disposing of rubbish.

ACT Government Recycling and Waste Disposal locations:

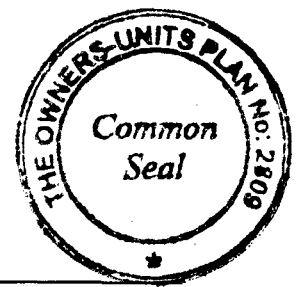
All depots open 7 days a week from 7.30 am to 5.00 pm (except Good Friday and Christmas Day)

Where	Address	Services
North - Mitchell	Flemington Road, Mitchell.	<ul style="list-style-type: none"> ✓ Free recycling drop off area for paints, oils, car batteries, metals (including white goods), TVs and computers, fluoro tubes and globes, etc. ✓ Waste transfer station. ✓ Free recycling for paper, cardboard, glass jars and bottles, plastic containers, aluminium and steel cans. ✓ Re-use facility – items can be dropped off free of charge.



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North - Mitchell	Vicars Street, Mitchell.	✓ Canberra Sand & Gravel Depot – Green waste recycling.
North - Mitchell	Baillieu Street, Mitchell.	✓ Free recycling for paper, cardboard, glass jars and bottles, plastic containers, aluminium and steel cans. Open 24/7.
North - Gungahlin	O'Brien Place, Gungahlin.	✓ Free recycling for paper, cardboard, glass jars and bottles, plastic containers, aluminium and steel cans. Open 24/7.
North - Mitchell	Morisset Road, Gungahlin.	✓ Gungahlin Landscape Supplies – Green waste recycling.
West - West Belconnen	Parkwood Road, Macgregor	✓ Free recycling drop off area for motor and heater oils + car batteries. ✓ Free recycling for paper, cardboard, glass jars and bottles, plastic containers, aluminium and steel cans. ✓ Green Waste recycling – drop off garden waste for free.
South – Mugga Lane	Mugga Lane, Symonston	✓ Free recycling drop off area for paints, oils, car batteries, metals (including white goods), TVs and computers, fluro tubes and globes, etc. ✓ Waste transfer station. ✓ Free recycling for paper, cardboard, glass jars and bottles, plastic containers, aluminium and steel cans. ✓ Re-use facility – items can be dropped off free of charge. ✓ Green Waste recycling – drop off garden waste for free.

If you are unsure of how to dispose of your items, please refer to **A-Z Waste and Recycling Guide** (alphabetical guide to waste and recycling in the ACT), which can be found at <http://www.tccs.act.gov.au/recycling-and-waste>.

50. If instructed by the Executive Committee/Owners Corporation, the Manager may issue a *Rules Infringement Notice* to a resident should there be on-going breach of the Default Rules and/or Alternative Rules. Outlined below is the process which will be followed:

Step 1 -

- Issue correspondence to unit addressing breach and request remedy.
- Advise resident of the subsequent process and fees involved should the breach not be remedied (as outlined in the Strata Management Agreement).
- If the unit is tenanted, a copy of this communication is to be provided to the unit Owner and/or Property Manager.
- Provide a copy of the Rules in full.
- Provide reasonable timeframe for the resident to address the breach.

Step 2 -

- If contact is not made or if the matter remains unresolved, issue follow up correspondence to unit addressing breach and request remedy.
- Advise resident of the subsequent process and fees involved should the breach not be remedied (as outlined in the Strata Management Agreement).
- If the unit is tenanted, a copy of this communication is to be provided to the unit Owner and/or Property Manager.

Step 3 -

- If contact is not made or if the resident fails to address the breach in a reasonable timeframe (as notified in the original communication), advice is to be sought from the Executive Committee/Owners Corporation in relation to issuing a *Default Rules Infringement Notice*.

Alternative Rules

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- b. If majority approval provided, a *Default Rules Infringement Notice* will be issued to the resident.
- c. If the unit is tenanted, a copy of this communication is to be provided to the unit Owner and/or Property Manager.
- d. A fee of \$110.00 (inclusive of GST) will be added to the unit levy.
- e. Again, provide reasonable timeframe for the resident to address the breach.

Step 4 -

- a. Should the breach remain unresolved, issue a further *Default Rules Infringement Notice* to the resident.
- b. If the unit is tenanted, a copy of this communication is to be provided to the unit Owner and/or Property Manager.
- c. A fee of \$165.00 (inclusive of GST) will be added to the unit levy.
- d. Again, provide reasonable timeframe for the resident to address the breach.

If the breach continues to remain unresolved, final advice will be sought from the Executive Committee/Owners Corporation in relation to making application to ACAT (ACT Civil and Administrative Tribunal) on behalf of the Owners Corporation.

51. If the Owners Corporation incurs legal fees as a result of the conduct of an owner (including for the recovery of a debt owed to the Owners Corporation), the owner shall be liable to pay to the Owners Corporation the amount of the legal fees incurred by the Owners Corporation in undertaking legal action against the owner.

52. The Manager must be notified a minimum of 24 hours prior to your move. This assists in maintaining the security of the building by ensuring access swipes are activated/deactivated.
53. Furniture should be covered when moving to avoid damage to the walls.
54. To prevent noise disturbance to other residents, where possible arrange for moving to be undertaken during the hours of 9.00 am and 7.00 pm.

55. Residents should be aware that noise penetrates easily into other units, particularly through balcony doors and windows.
56. At all times, and specifically between 10.00 pm and 7.00 am, residents must avoid causing noise (eg. music, television, loud voices, washing machines, dryers, spas, etc.) at a level which may disturb other residents.

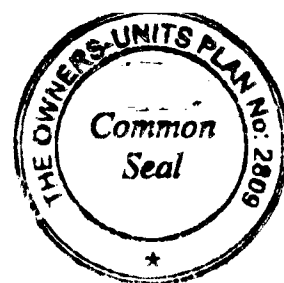
57. Residents should only park their vehicles in their unit's allocated car space in the underground garage. DO NOT block or use other residents' car parking space without their consent to do so.
58. Vehicles are NOT to be parked on the concrete access driveway, on landscaped areas, or in any position where they may cause an obstruction to others.



Alternative Rules

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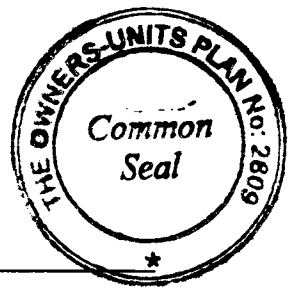
59. "Visitors" parking spaces are for the use of resident's visitors only. These spaces must not be used for long term parking and should never be utilised by residents.
60. Vehicles must observe a 10 kph speed limit within the complex.
61. Residents are responsible for cleaning up of any oil spills caused by their vehicles or their guest's vehicles. In the event that this is not carried out and after advice is provided to the resident, owner and/or Property Manager, the area will be cleaned and the cost may be added to the unit levy.
62. In the interest of safety, children are not permitted to ride bicycles or play games on the common property driveway areas or in the underground parking areas.
63. Residents are not allowed to wash cars in the car park.
64. Fire hydrants are never to be used by residents for the purpose of washing vehicles.
65. Residents are not to tailgate or follow others on foot into the basement carpark. If you observe this occurring, please report it to the Manager with any available details such as the vehicle make and registration number.

66. Real Estate and Leasing "A-frame" signs (sandwich boards) are permitted in the outside common area. The sign must not create a hazard to pedestrians and motor vehicles and can only denote the location of properties for sale or lease and only during open inspections.
67. Unit owners are not permitted to display any signs in any visible external windows to their unit or on the common property except with the prior approval of the Owners Corporation/Executive Committee.
68. Without limiting the previous paragraph, signs including real estate "For Sale" and "To Let/Lease" signs are not permitted to be erected on the common property unless permission is given by the Owners Corporation/Executive Committee.
69. Under no circumstances are real estate signs to be erected in the perimeter garden or common property lawn area.
70. Rectification of any damage caused as a result of the erection of a real estate sign, will be the responsibility of the unit advertised for sale.
71. Real estate signs are to be removed immediately upon sale or lease of the property and are not to remain erected with the "Sold" or "Leased" stickers affixed.

72. Security is provided through security access passes.
73. Additional or replacement security passes are issued by the Manager. All additional cards must be formally requested in writing by the owners of the unit or their authorised agent.
74. All additional keys must be formally requested in writing by the owners of the unit or their authorised agent.
75. All faults with the security system and/or individual residents' access cards should be reported to the Manager.
76. In the interest of maintaining the security of the development, all residents and their guests must ensure that security doors are closed firmly after entering or leaving the building.
77. Unknown or unauthorised persons must not be admitted to the building.
78. The Owners Corporation is unable to provide after hour's access to residents if locked out of the building. Residents should plan ahead - for example, leaving an additional set of access keys with a friend or relative.

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79. It is the responsibility of the resident (owner or tenant) to ensure smoke detectors are maintained.
80. If smoke from an apartment sets off the fire alarm, costs associated with Fire and Rescue attendance will be passed on to the unit owner. (For example – a smoke detector activated due to burning food requiring ACT Fire & Rescue attendance.)

81. Smoking is not permitted in any of the common areas, including the lifts, foyers, hallways, or basement car parks.
82. An occupant must not throw cigarette butts or ash over the balconies or discard them on any part of the common property.

83. For safety and appearance, resident MUST NOT store any items in common property areas including entrance foyers, stairwells, access pathways or in vehicle parking bays.
84. Parking bays are not to be used for general storage other than bicycles. All residential units have a storage room allocated for the storage of personal items.

85. Residents are responsible for their visitors and guests at all times within the development.
86. Please ensure that visitors and guests are aware of and abide by the Rules of the Owners Corporation.

87. Unit owners and residents must ensure that window treatments used in their units (including blinds, curtains, drapes, etc.) are coloured white or cream when viewed from the outside of the unit unless otherwise approved by the Owners Corporation.
88. Residents are not permitted to display any signs, flags, advertising material in any external window of their unit without prior written approval of the Owners Corporation.
89. Residents are not permitted to cover unit windows with foil or other forms of coverings without prior written approval of the Owners Corporation.

90. The Owners Corporation does not accept responsibility for any personal property removed, damaged or stolen from common property areas, the underground car park or from individual units or storage cages.
91. The basement car parking area, including individual storage cages, are designated "wet areas". The Owners Corporation does not accept responsibility for damage to any property as a result of water.
92. Residents are responsible for any damage by their guests and visitors.
93. Residents are responsible for any annoyance caused by them to other residents.



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94. Fire equipment such as extinguishers and hoses must not be used except in case of an emergency. This is a requirement under law. Corporate and personal fines will be issued by the Fire Brigade for non-compliance (ACTFB Policy May 2003).
95. No shopping trolleys are to be left inside the building, on common property areas, or on the surrounding garden/grassed areas at the complex.
96. Residents shall co-operate with the gardener employed to maintain the common area and any other tradesperson employed by the Owners Corporation whilst in the performance of their duties.
97. Residents and their guests shall not walk across garden beds and shall not use lawns as a thoroughfare.
98. Letterboxes must be emptied of all junk mail on a regular basis. It is the owner's responsibility to ensure that unoccupied units have their mailboxes emptied.
99. "NO JUNK MAIL" stickers are permitted to be installed on individual mailboxes.
100. Graffiti of any description is not permitted on any area of the complex. Any graffiti should be documented and a report lodged with the Manager immediately.
101. Festive lights are permitted to be installed on individual balconies and courtyards however they should not cause nuisance to other residents.
102. Under no circumstances are sandwich boards or other advertising material permitted on the common property, with the exception of real estate signs denoting the location of properties for sale or lease within.

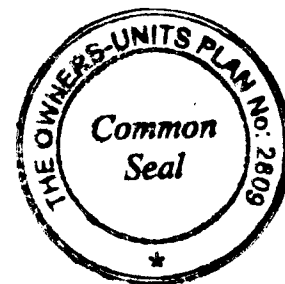


Attachment - Default Rules (as amended)

Default Rules

UNITS PLAN 2809 - Jarrah

34 Morell Close, Belconnen



Schedule 1 – Unit Titles (Management) Regulation 2011

Note – the owners corporation may only amend default rule 1.4, 1.5 and 1.6 (UTMA Reg., S.7B (1)(a)) and may make alternative rules under s.108 of the UTMA, by special resolution.

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 the Act has the same meaning in these Rules.

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 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 Executive Committee; and
 - (b) in accordance with the requirements of any applicable Territory Law (for example, a law requiring development approval to be obtained for the erection or alteration).
Note An example is part of the Act, is not exhaustive and may extend, but does not limit, the meaning of the provision in which it appears (see Legislation Act, s 126 and s 132).
- (2) Permission may be given subject to conditions stated in the resolution.
- (3) However, if the structure is sustainability infrastructure, the owners corporation's permission must not be unreasonably withheld.

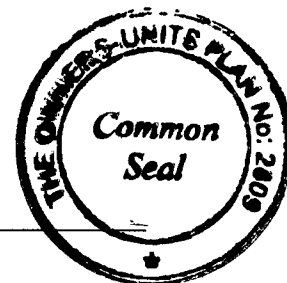
1.5 Pets in units

- (1) A unit owner or occupier (the pet owner) may keep an animal, or permit an animal to be kept, within the unit if—
 - (a) the total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than 3; and
 - (b) the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; and
 - (c) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
 - (d) the pet owner cleans any area of the units plan that is soiled by the animal; and
 - (e) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.
- (2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, in writing, that the animal is being kept within the unit.

Default Rules

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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, so as 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.

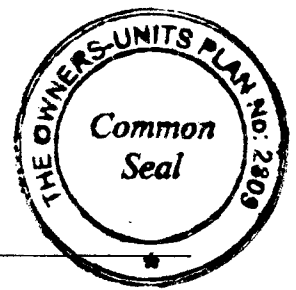
1.12 What may an Executive Committee representative do?

- (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).

Default Rules

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34 Morell Close, Belconnen



- (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.

2.0 Execution of documents by owners corporations (refer UTMA, 9A)

- (1) An owners corporation must execute a document in 1 of the following ways:
 - (a) if the owners corporation has a common seal – by attaching the seal to the document:
 - (i) as authorised by a resolution of the owners corporation; and
 - (ii) with 2 executive members witnessing the attaching and signing the document as witnesses;
 - (b) without using a common seal:
 - (i) by 2 executive members, as authorised by a resolution of the owners corporation, signing the document; or
 - (ii) if a manager for the owners corporation is delegated this function – by the manager, as authorised by a resolution of the owners corporation, signing the document.
- (2) The manager may affix the common seal of the Owners Corporation to:
 - (a) reduced quorum meeting notices;
 - (b) Rules registration documents;
 - (c) Notice of Change of Address for Service of Documents for a Body Corporate at the Land Titles Office; and
 - (d) certifications under Section 119 of the Act;
 - (e) any other document requiring the common seal with the written authorisation of the executive committee;without following procedure outlined in Alternative Rule 2 (1)(a).
- (3) The manager may sign on behalf of the owners corporation with the written authorisation of the executive committee without following procedure outlined in Alternative Rule 2(1)(b).

3.0 Recovery of Legal Fees

- (1) If an Owners Corporation incurs legal fees or other costs in any legal or administrative action against a unit owner, the unit owner shall, unless a court order directs otherwise, be liable to pay the Owners Corporation the amount of the legal fees or other costs incurred by the Owners Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.
- (2) The unit owner agrees that any monies which are payable pursuant to *Rule 3.0 (1)* shall be a debt enforceable by the Owners Corporation against the unit owner.
- (3) The legal fees and other costs payable in accordance with *Rule 3.0 (1)* shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owners Corporation. For the avoidance of doubt, any legal fees or other costs incurred

Default Rules

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34 Morell Close, Belconnen

by the Owners Corporation which cannot be evidenced by a written invoice as due and payable, shall not form part of, and will not be recoverable against, in accordance with *Rule 3.0 (1)*.

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

4.0 **Alternative Rules**

As attached.





ACT
Government

Justice and Community Safety

C
ACT Justice a



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11/09/2017 16:14:00 MOULS

2110945

**NOTICE OF CI
FOR SERVICE OF DOCUMENTS
FOR A BODY CORPORATE**

Form 039 - CA

Land Titles Act 1925

LODGING PARTY DETAILS		
Name	Postal Address	Contact Telephone Number
LMM Solutions Pty Ltd	PO Box 884, Gungahlin ACT 2912	0409 989 108

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1732/80	Belconnen	157	9	2809

FULL NAME OF BODY CORPORATE (as it appears on the Common Property Certificate of Title)

The Owners-Units Plan No 2809

PREVIOUS ADDRESS	NEW ADDRESS
C/- Independent Body Corporate PO Box 1539 Canberra ACT 2601	c/- LMM Solutions Pty Ltd PO Box 884 Gungahlin ACT 2912

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	Signature
Full Name (Block Letters) LAUREN UPTON	Full Name (Block Letters) GRACE UPTON
Address 8 Fingal Street, Crace ACT 2911	Address 8 Fingal Street, Crace ACT 2911
Office Held Managing Agent	Office Held Administrative Assistant

OFFICE USE ONLY			
Lodged by	SM	Certificate of title lodged	
Data entered by		Certificates attached to title	
Registered by		Attachments / Annexures	
Registration date	10 OCT 2017	Production number	



Access Canberra

Chief Minister



SR\$3269042

08/09/2023 11:33:29 John H

LAND TITLES

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SPECIAL REGISTER

3269042

ON

094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS			
Name	Email Address	Contact Telephone Number	Customer Reference Number
LMM Solutions	accounts@lmm solutions.com.au	5110 3200	

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1732/80	Belconnen	157	9	2809

DETAILS OF RULES BEING REGISTERED	DATE MEETING HELD (must be registered within 3 months)
Adopt Rule 40 & Rule 41	24 July 2023

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

CERTIFICATION *Delete the inapplicable

Applicant

*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 law and any Prescribed Requirement.

Signed By:

Lauren Denise Upton
Director – LMM Solutions

Grace Upton
Accounts Manager – LMM Solutions

for: Owners of UP2809

on behalf of the Registered Proprietor/Managing Agent

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion/Rules
Data entered by		Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	AS	Registration Date	25/09/2023



Strata Management
For the client experience you deserve!

PO Box 884
Gungahlin ACT 2912

P 02 5110 3200
E enquiries@LMMsolutions.com.au

25 July 2023

To all Owners
UP2809 – Jarrah
34 Morell Close
BELCONNEN ACT 2617

Dear Owner

UP2809 - JARRAH
Minutes of Annual General Meeting 2023

Further to the recent Annual General Meeting for your development, please find enclosed the Minutes of that meeting.

If you have any queries or require clarification of items contained in the Minutes, please feel free to contact me.

Yours faithfully

Lauren Upton
Director | Owner
Cert IV in Property Services (Operations)
LMM Solutions Pty Ltd

P 02 5110 3200
E Lauren@LMMsolutions.com.au

MINUTES OF ANNUAL GENERAL MEETING 2023

UNITS PLAN 2809 - JARRAH

34 MORELL CLOSE, BELCONNEN

- Held:** On Monday, 24 July 2023 at 6.00 pm.
- At:** LMM Solutions office, Level 1, 26 Thynne Street, Bruce and via Teleconference.
- Present:** Mr N Forostenko (Unit 10), Mr N & Mrs N Gentle (Unit 14), Mr R Canning (Unit 16), Mrs B Lawrence (Unit 18) and Mr T Arthur (Unit 20).
Mrs L Upton representing LMM Solutions Pty Ltd.
- Proxies:** Mrs J Beaumont – to Chair (Unit 3).
- Absentees:** None.
- Apologies:** Mr A & Mrs R Maia (Unit 6), Ms B White (Unit 8) and Ms F Gourlay (Unit 17).
- Chair:** Mr N Forostenko was elected chairperson for the meeting.
- Quorum:** As a standard quorum was not present, the decisions taken at the Meeting were Reduced Quorum decisions in accordance with Schedule 3.9, Part 3.1, s.3.11 of the Unit Titles (Management) Act 2011.

OVERVIEW OF REQUIRED AGENDA ITEMS

- MOTION 1:** It was resolved that the Owners Corporation of UP2809 confirm that they have reviewed each of the tabled items (as above) and acknowledge receipt of the applicable documentation in accordance with the relevant Government legislations (as outlined). **CARRIED**

MINUTES

- MOTION 2:** It was resolved that the Minutes of the previous Annual General Meeting be confirmed as a true and accurate record of the proceedings of the meeting. **CARRIED**

Matters arising from Minutes

None.

INSURANCE

Those present agreed that current cover appeared adequate at this time.

ACCEPTANCE OF FINANCIAL STATEMENTS

- MOTION 3:** It was resolved that the Owners Corporation of UP2809 accept the financial statements as presented. **CARRIED**

SINKING FUND PLAN

MOTION 4: It was resolved that the Owners Corporation of UP2809 agree to obtain an updated Sinking Fund Forecast Plan. **CARRIED**

BUDGET DEBATE

Administrative Fund

MOTION 5: It was resolved that the proposed Administrative Fund contribution of \$95,000.00 and expenditure amount of \$99,000.00 be adopted. **CARRIED**

Sinking Fund

MOTION 6: It was resolved that proposed Sinking Fund contribution of \$41,500.00 and expenditure amount of \$19,493.00 be adopted. **CARRIED**

Administrative and Sinking Fund Levy Contribution

MOTION 7: It was resolved that the Owners Corporation determine a levy equal to the approved budget for the twelve-month period, commencing 1 July 2023, and to be contributed in accordance with the unit entitlements at quarterly intervals with the instalment due dates to be:

	Payment periods		Payment due dates
	FROM	TO	
Levy 1	1 July 2023	30 September 2023	1 September 2023
Levy 2	1 October 2023	31 December 2023	1 December 2023
Levy 3	1 January 2024	30 March 2024	1 March 2024
Levy 4	1 April 2024	30 June 2024	1 June 2024

CARRIED

ELECTION OF COMMITTEE

MOTION 8: It was resolved that the Owners Corporation of UP2809 nominates and elects Owners to fill the elected positions until the next Annual General Meeting. **CARRIED**

The following owners were elected to stand as Executive Committee Members until the next Annual General Meeting (a short meeting was convened at the conclusion of the AGM and the Executive Committee positions were appointed):

Chair - Mr N Forostenko Member - Mrs B Henry
Secretary - Mr R Canning Member - Mr T Arthur
Treasurer - Mr N Gentle

It was resolved that the Executive Committee agrees to delegate the role of Secretary and Treasurer to the Manager [refer signed Strata Management Agreement – "Appointment and Delegation of the Agent"].

DEVELOPMENT FENCING

MOTION 9: It was resolved that the Owners Corporation of UP2809 agree:

- That the responsibility of the repair, maintenance and replacement of all fences be 50% responsibility of the Owners Corporation and 50% of the

bordering unit owner – excepting fences in between courtyard entitlements, which will remain 50% of each bordering unit owner;

- b. That this be added to the Default Rules for the development and registered with Land Titles and for the cost of registration be paid from the Administrative Fund; and
- c. That the Sinking Fund Plan will be amended to take into account these changes in responsibility.

CARRIED

Secretarial note: The Owners present agreed that any fence replacement must be approved by the Committee prior to installation to ensure that the colour and height and meets the requirements and ensures that the outcome is uniform.

GENERAL BUSINESS

Transform – remedial works

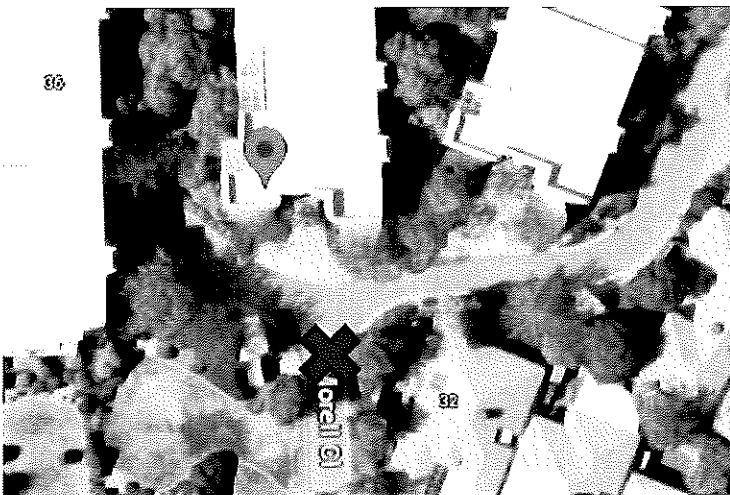
With the work being undertaken by Transform under insurance (as arranged through CHU), the Manager was made aware of some issues with the portico ceilings at the entrance to each stairwell. Owners confirmed that they would appreciate if this could be addressed by the Manager with Transform - to provide a quote for repair.

Gutters on townhouses

Quotes were obtained from two contractors to repair the gutters on the townhouses – ensuring that there is a correct fall to the downpipes. The members present agreed to proceed with the quote from Lawleys.

Possible speed hump installation at the end of Morell Close

Due to a number of near misses (people, children and animals), the owners present discussed the possibility of installing a speed hump at the end of Morell Close – as in the below image:



Owners were unsure whether this would be allowed by the Government – the Manager will investigate and update the Committee.

If it is allowed, this speed hump would be discussed with the Hakea Executive Committee with the possibility of installation cost being shared by the two developments.

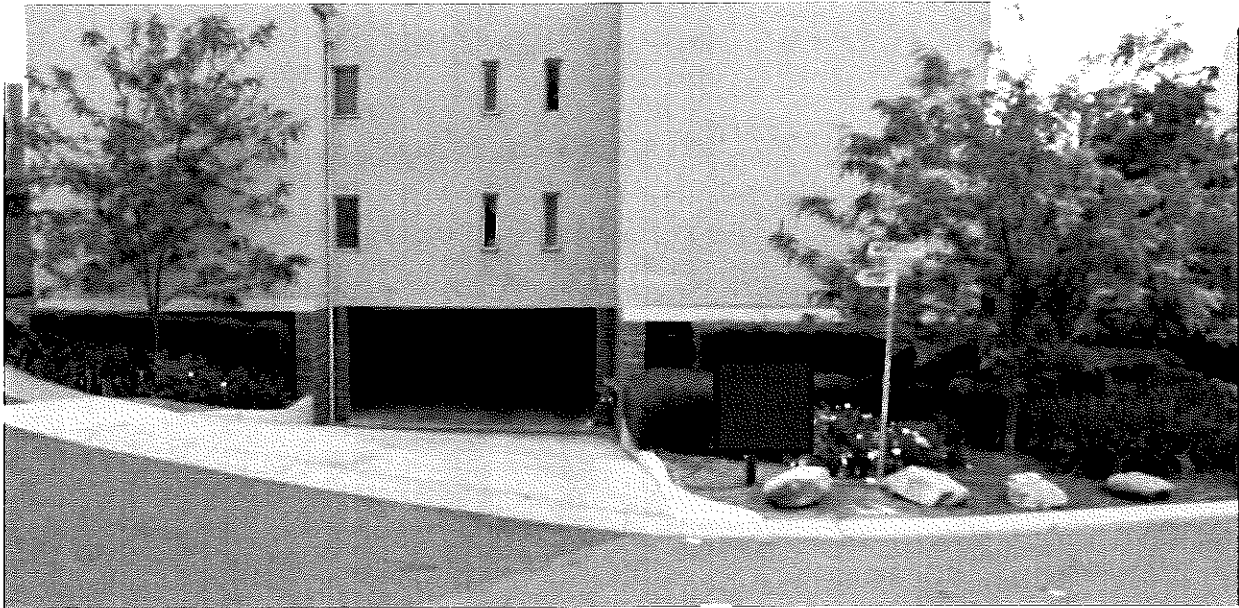
Unit 5 Alfresco ceiling repair

Two quotes were obtained for replacement. The quote provided by Transform was approved to proceed. The Manager will make arrangements with Transform and the owner of Unit 5.

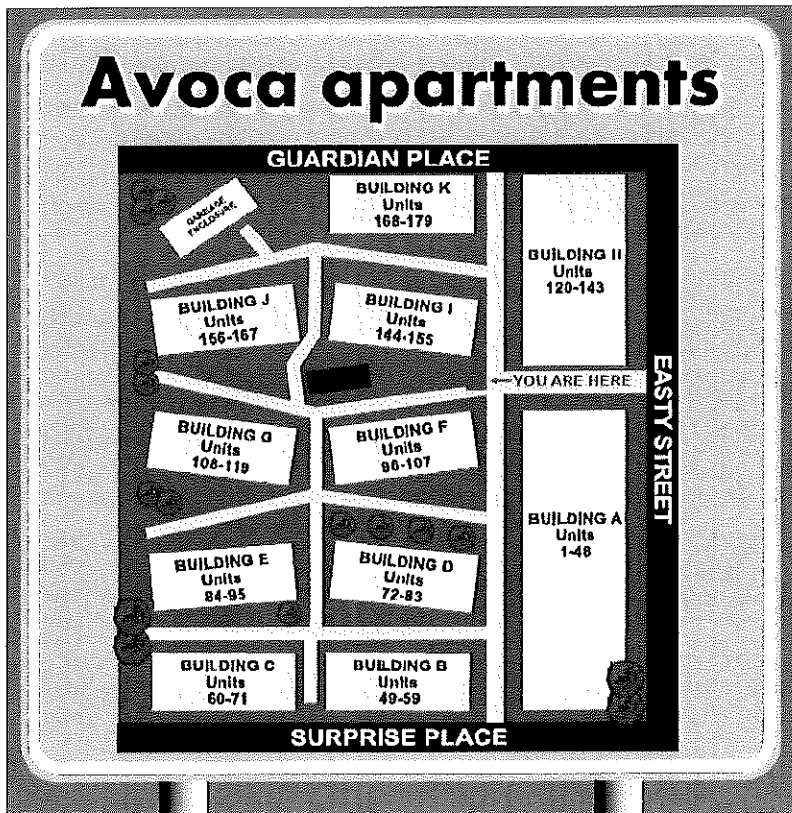
Signage for development

Mr Arthur broached the subject of possibly getting better signage for the development as delivery people cannot locate his unit. Other Owners echoed this.

The Manager confirmed that Hakea were also looking at getting a schematic map installed due to the same issue. Please see possible location below:



The idea would be to have a plan which would include both Jarrah and Hakea. Please find an example for another development we manage:



Hakea did obtain a quote for a schematic sign at the end of last year with the cost being approximately \$3,000.00 for a 1200 x 1800 mm metal sign.

The Manager will approach the Hakea Committee to seek their feedback that this sign could cover both developments and the cost be shared.

With no further business, the meeting closed at 6.55 pm.



Alternative Rules

UNITS PLAN 2809 - Jarrah
34 Morell Close, Belconnen

Residents and their guests are required to read, understand and abide by these Rules.

Introduction

The following Alternative Rules have been established for the mutual benefit of all residents (both owners and tenants) in order to provide convenience, comfort and privacy of the residents of **Jarrah**. A copy of these Alternative Rules must be provided by owners and/or Property Managers to all residents. At all times, the Unit Titles (Management) Act legislates all matters relating to Strata.

Manager

LMM Solutions Pty Ltd
PO Box 884
GUNGAHLIN ACT 2912

Email: enquiries@LMMsolutions.com.au
Office: 02 5110 3200
After hours: 0409 989 108

Emergency Contacts

ACT POLICING –

Situation	Details	Contact No.
Emergency	You or someone else is in immediate danger and the offender is still in the vicinity, or there has been a serious accident.	000 (Triple zero) and ask for the Police – remain on the phone until Police arrive.
Crime Stoppers	To report illegal activity or provide information on unsolved crimes anywhere in Australia. You may remain anonymous.	1800 333 000 (toll free)
Police Attendance	You require Police assistance but there is no immediate danger. To report suspicious activity, theft, car accident with no serious injury.	131 444
National Security Hotline	To report suspicious behaviour or terrorist activity.	1800 123 400

AFTER HOURS EMERGENCY CONTACTS –

If you experience **emergency** building maintenance issues out of normal business hours, please see list below of reputable contractors who provide **24/7 availability**.

Service	Types of Issues	Business Name	Contact No.
Plumbing	Toilet backing up, blocked drains, irrigation system leaking	Laser Plumbing	6147 0414
Electrician	Unit has no power	Maritex Commercial	0400 664 326
Glass Replacement	Broken window or door	Discount Glass	6253 1099
Garage Doors	Door won't operate	ACT Doorland (via Manager)	0409 989 108
Locksmith	Locked out of unit	Night & Day Locksmiths	6290 1938
SES	Storm damage	State Emergency Services	132 500

Should residents be unable to contact the above contractors, please contact LMM Solutions on 0409 989 108 – 24/7 availability.



Alternative Rules

UNITS PLAN 2809 - Jarrah
34 Morell Close, Belconnen

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Alternative Rules

UNITS PLAN 2809 - Jarrah
34 Morell Close, Belconnen

Alterations and Erections

1. Alterations and additions must not be undertaken without the prior written consent of the Owners Corporation.
2. Alterations include the erection of any structure (such as external blinds, screens, pergolas, awnings, satellite dishes or other shade devices), painting or otherwise altering the external façade or appearance of the building, modifications of any air conditioning, heating or ventilation system or associated piping or ducting servicing a unit.
3. All requests for alterations should be forwarded to the Manager for consideration by the Owners Corporation and/or Executive Committee. (In the case of tenants, requests should be submitted to the Property Manager.)
4. Approval is unlikely to be given to any alterations that will impact on the privacy/amenity of another resident or that is not in keeping with the general appearance of the complex.

Animals/Pets

5. In accordance with Schedule 1 of the Unit Titles (Management) Regulation 2011, the Owners Corporation must be advised in writing that an animal is being kept within the unit. A *Pet Consent application form* is attached to these Alternative Rules for submission.
6. The Owners Corporation/Executive Committee are authorised to make determinations regarding keeping of animals after all criteria have been met by the applicant (as outlined in the application form).
7. The Owners Corporation/Executive Committee may review any permission that has been given, and approval to keep a pet may be withdrawn if the pet causes a nuisance to another resident or other residents.
8. No animals are permitted on the common property at any time unless being escorted either to or from a unit.
9. Any damage or soiling of any common property is the responsibility of the pet owner.
10. Permission to have a pet is not transferable to a new owner or tenant of an apartment or to current residents replacing an approved pet. All pets must be individually approved.
11. The Alternative Rules relating to pets are strictly enforced by the Owners Corporation/Executive Committee.
12. All real estate agents associated with the sale or rental of an apartment are reminded that a condition of residency is that the pet owner must, within 14 days of the day the animal is first kept within the unit, tell the Owners Corporation, in writing, that the animal is being kept within the unit. This requirement must be conveyed to all prospective buyers and tenants.
13. All pets must be kept on a lead when moving around the development.

Appearance

14. Residents must maintain their units so that other units are not adversely affected in terms of hygiene, appearance or value.
15. A sense of community and general tidiness requires that all residents assist in keeping the common area clean and free from litter and damage. This includes entrance foyers, car parking areas, driveways, lawns and landscaped areas.

Balconies and Courtyards

16. Balconies are not to be used as a storage area.



Alternative Rules

UNITS PLAN 2809 - Jarrah
34 Morell Close, Belconnen

17. Birds and possums must not be fed from balconies.
18. The draping of rugs, mats, sheets, blankets, clothing, washing, etc. over balcony railings or courtyard walls is not permitted.
19. No permanent washing structures are permitted on balconies. Retractable or fold-down clotheslines may be permitted upon application to the Owners Corporation/Executive Committee and must be retracted or folded down when not in use.
20. A clotheshorse (drying rack) is allowed on the balcony but should be removed when not in use.
21. Balustrades/railings and courtyard walls **MUST NOT** be covered with any type of covering (internally or externally) unless approval is granted by the Owners Corporation/Executive Committee.
22. Care must be taken when cleaning and watering plants on balconies. Residents must ensure that water does wash through to adjoining balconies and not fall onto lower balconies or motor vehicles below.
23. Furniture or gardening items **MUST NOT** be bolted down onto balconies.
24. The use of barbeques on balconies is permitted but must not cause an inconvenience to other residents.

Complaints

25. If an infringement of these Rules cannot be resolved personally, the resident may report the infringement in writing to the Manager.
26. Please note that the Owners Corporation can only take action if the complaint is in writing. The complaint should include the identity of the offender, or their unit number, as well as the time, date and nature of the offence.
27. **Verbal and/or anonymous complaints cannot be acted upon.**
28. Incidents that infringe particular 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. (Please see "Emergency Contacts".)

Damage and Vandalism

29. A resident and their visitors must not damage any part of the common property.
30. If damage does occur to common property, the resident or their visitors are not permitted to fix or rectify the damages themselves.
31. The occupant who has caused damage is liable to reimburse the Owners Corporation for all expenses that it incurs to rectify the damage.

Doors – foyer, unit and fire escape

32. Under no circumstances are any doors opening onto common areas to be left or propped open at any time.
33. Fire escape doors must be kept shut at all times.
34. Doors leading from basement car parks must not be jammed open at any time.
35. Residents and visitors must ensure that doors close behind them.
36. Fire doors and exit passageways must not be obstructed at any time.
37. Doormats are not to be used to prop open doors.



Alternative Rules

UNITS PLAN 2809 - Jarrah
34 Morell Close, Belconnen

Evacuation from the Building in an Emergency

38. Signs are located in each of the corridors, foyers and basement levels to indicate to residents and their guests the nearest emergency exit and the location of emergency equipment. Residents should familiarise themselves with the location of their nearest exit.
39. In the event of an evacuation, and if it is safe to do so, ensure you take your swipe cards and unit keys with you to enable you to re-enter the building when it is cleared by the Fire Brigade.

Fencing

40. The responsibility of the repair, maintenance and replacement of all fences is 50% responsibility of the Owners Corporation and 50% of the bordering unit owner – excepting fences in between courtyard entitlements, which is 50% of each bordering unit owner.
41. All fence replacement must be approved by the Committee prior to installation to ensure that the colour and height and meets the requirements and ensures that the outcome is uniform.

Floor Coverings

42. No timber, laminate or hard surface flooring (including polished concrete floors) is to be installed in the general living area of the units without consideration and approval of the Owners Corporation.
43. All proposed hard surface flooring installations must receive written approval prior to commencement of the works. This requirement does not apply to floor spaces within a kitchen, laundry, toilet or bathroom area.
44. All reasonable measures to reduce or prevent noise transmission must be undertaken when installing hard surface flooring. These include suitable sound proofing or acoustic material installed under the proposed hard flooring. This information must be provided to the Owners Corporation together with the application.
45. The responsibility of complying with the rule remains with the owner or occupier and meeting the standard does not exonerate an owner from an ongoing obligation to reduce the transmission of unreasonable noise.

Garbage and Recycling

46. The garbage hopper is for domestic waste only. All rubbish must be placed in the hopper and the hopper lid closed after use.
47. All household rubbish should be enclosed in an acceptable outer container, such as an approved garbage bin liner, and fastened securely.
48. Residents are encouraged to recycle wherever possible. Large boxes should be collapsed and freed from foam or other contaminated matter before being placed in the recycling bins.
49. Under no circumstances is garbage or recycling to be placed on the floor in front of the garbage hopper, recycling cupboards or on the floor of the garbage area.
50. Household items such as furniture, bedding etc. are not to be placed in either the garbage or recycling hoppers but should be disposed of by residents at appropriate Government collection areas. If it is determined that residents have contaminated either the household waste or recycling hopper, the cost of rectification may be charged.
51. Consideration should be given, and noise kept to a minimum, when disposing of rubbish.



Alternative Rules

UNITS PLAN 2809 - Jarrah
34 Morell Close, Belconnen

ACT Government Recycling and Waste Disposal locations:

All depots open 7 days a week from 7.30 am to 5.00 pm (except Good Friday and Christmas Day)

Where	Address	Services
North - Mitchell	Flemington Road, Mitchell.	<ul style="list-style-type: none"> ✓ Free recycling drop off area for paints, oils, car batteries, metals (including white goods), TVs and computers, fluoro tubes and globes, etc. ✓ Waste transfer station. ✓ Free recycling for paper, cardboard, glass jars and bottles, plastic containers, aluminium and steel cans. ✓ Re-use facility – items can be dropped off free of charge.
North - Mitchell	Vicars Street, Mitchell.	<ul style="list-style-type: none"> ✓ Canberra Sand & Gravel Depot – Green waste recycling.
North - Mitchell	Baillieu Street, Mitchell.	<ul style="list-style-type: none"> ✓ Free recycling for paper, cardboard, glass jars and bottles, plastic containers, aluminium and steel cans. Open 24/7.
North - Gungahlin	O'Brien Place, Gungahlin.	<ul style="list-style-type: none"> ✓ Free recycling for paper, cardboard, glass jars and bottles, plastic containers, aluminium and steel cans. Open 24/7.
North - Mitchell	Morisset Road, Gungahlin.	<ul style="list-style-type: none"> ✓ Gungahlin Landscape Supplies – Green waste recycling.
West - West Belconnen	Parkwood Road, Macgregor	<ul style="list-style-type: none"> ✓ Free recycling drop off area for motor and heater oils + car batteries. ✓ Free recycling for paper, cardboard, glass jars and bottles, plastic containers, aluminium and steel cans. ✓ Green Waste recycling – drop off garden waste for free.
South – Mugga Lane	Mugga Lane, Symonston	<ul style="list-style-type: none"> ✓ Free recycling drop off area for paints, oils, car batteries, metals (including white goods), TVs and computers, fluoro tubes and globes, etc. ✓ Waste transfer station. ✓ Free recycling for paper, cardboard, glass jars and bottles, plastic containers, aluminium and steel cans. ✓ Re-use facility – items can be dropped off free of charge. ✓ Green Waste recycling – drop off garden waste for free.

If you are unsure of how to dispose of your items, please refer to **A-Z Waste and Recycling Guide** (alphabetical guide to waste and recycling in the ACT), which can be found at <http://www.tccs.act.gov.au/recycling-and-waste>.

Infringement Notices

52. If instructed by the Executive Committee/Owners Corporation, the Manager may issue a *Rules Infringement Notice* to a resident should there be on-going breach of the Default Rules and/or Alternative Rules. Outlined below is the process which will be followed:

Step 1 -

- a. Issue correspondence to unit addressing breach and request remedy.
- b. Advise resident of the subsequent process and fees involved should the breach not be remedied (as outlined in the Strata Management Agreement).
- c. If the unit is tenanted, a copy of this communication is to be provided to the unit Owner and/or Property Manager.
- d. Provide a copy of the Rules in full.
- e. Provide reasonable timeframe for the resident to address the breach.

Step 2 –

- a. If contact is not made or if the matter remains unresolved, issue follow up correspondence to unit addressing breach and request remedy.
- b. Advise resident of the subsequent process and fees involved should the breach not be remedied (as outlined in the Strata Management Agreement).
- c. If the unit is tenanted, a copy of this communication is to be provided to the unit Owner and/or Property Manager.



Alternative Rules

UNITS PLAN 2809 - Jarrah
34 Morell Close, Belconnen

Step 3 -

- a. If contact is not made or if the resident fails to address the breach in a reasonable timeframe (as notified in the original communication), advice is to be sought from the Executive Committee/Owners Corporation in relation to issuing a *Default Rules Infringement Notice*.
- b. If majority approval provided, a *Default Rules Infringement Notice* will be issued to the resident.
- c. If the unit is tenanted, a copy of this communication is to be provided to the unit Owner and/or Property Manager.
- d. A fee of \$110.00 (inclusive of GST) will be added to the unit levy.
- e. Again, provide reasonable timeframe for the resident to address the breach.

Step 4 -

- a. Should the breach remain unresolved, issue a further *Default Rules Infringement Notice* to the resident.
- b. If the unit is tenanted, a copy of this communication is to be provided to the unit Owner and/or Property Manager.
- c. A fee of \$165.00 (inclusive of GST) will be added to the unit levy.
- d. Again, provide reasonable timeframe for the resident to address the breach.

If the breach continues to remain unresolved, final advice will be sought from the Executive Committee/Owners Corporation in relation to making application to ACAT (ACT Civil and Administrative Tribunal) on behalf of the Owners Corporation.

Legal Fee Recovery

53. If the Owners Corporation incurs legal fees as a result of the conduct of an owner (including for the recovery of a debt owed to the Owners Corporation), the owner shall be liable to pay to the Owners Corporation the amount of the legal fees incurred by the Owners Corporation in undertaking legal action against the owner.

Moving In and Moving Out

54. The Manager must be notified a minimum of 24 hours prior to your move. This assists in maintaining the security of the building by ensuring access swipes are activated/deactivated.
55. Furniture should be covered when moving to avoid damage to the walls.
56. To prevent noise disturbance to other residents, where possible arrange for moving to be undertaken during the hours of 9.00 am and 7.00 pm.

Noise

57. Residents should be aware that noise penetrates easily into other units, particularly through balcony doors and windows.
58. At all times, and specifically between 10.00 pm and 7.00 am, residents must avoid causing noise (eg. music, television, loud voices, washing machines, dryers, spas, etc.) at a level which may disturb other residents.



Alternative Rules

UNITS PLAN 2809 - Jarrah
34 Morell Close, Belconnen

Parking and Vehicles

59. Residents should only park their vehicles in their unit's allocated car space in the underground garage. DO NOT block or use other residents' car parking space without their consent to do so.
60. Vehicles are NOT to be parked on the concrete access driveway, on landscaped areas, or in any position where they may cause an obstruction to others.
61. "Visitors" parking spaces are for the use of resident's visitors only. These spaces must not be used for long term parking and should never be utilised by residents.
62. Vehicles must observe a 10 kph speed limit within the complex.
63. Residents are responsible for cleaning up of any oil spills caused by their vehicles or their guest's vehicles. In the event that this is not carried out and after advice is provided to the resident, owner and/or Property Manager, the area will be cleaned and the cost may be added to the unit levy.
64. In the interest of safety, children are not permitted to ride bicycles or play games on the common property driveway areas or in the underground parking areas.
65. Residents are not allowed to wash cars in the car park.
66. Fire hydrants are never to be used by residents for the purpose of washing vehicles.
67. Residents are not to tailgate or follow others on foot into the basement carpark. If you observe this occurring, please report it to the Manager with any available details such as the vehicle make and registration number.

Real Estate Signs

68. Real Estate and Leasing "A-frame" signs (sandwich boards) are permitted in the outside common area. The sign must not create a hazard to pedestrians and motor vehicles and can only denote the location of properties for sale or lease and only during open inspections.
69. Unit owners are not permitted to display any signs in any visible external windows to their unit or on the common property except with the prior approval of the Owners Corporation/Executive Committee.
70. Without limiting the previous paragraph, signs including real estate "For Sale" and "To Let/Lease" signs are not permitted to be erected on the common property unless permission is given by the Owners Corporation/Executive Committee.
71. Under no circumstances are real estate signs to be erected in the perimeter garden or common property lawn area.
72. Rectification of any damage caused as a result of the erection of a real estate sign, will be the responsibility of the unit advertised for sale.
73. Real estate signs are to be removed immediately upon sale or lease of the property and are not to remain erected with the "Sold" or "Leased" stickers affixed.

Security and Safety

74. Security is provided through security access passes.
75. Additional or replacement security passes are issued by the Manager. All additional cards must be formally requested in writing by the owners of the unit or their authorised agent.
76. All additional keys must be formally requested in writing by the owners of the unit or their authorised agent.
77. All faults with the security system and/or individual residents' access cards should be reported to the Manager.



Alternative Rules

UNITS PLAN 2809 - Jarrah
34 Morell Close, Belconnen

78. In the interest of maintaining the security of the development, all residents and their guests must ensure that security doors are closed firmly after entering or leaving the building.
79. Unknown or unauthorised persons must not be admitted to the building.
80. The Owners Corporation is unable to provide after hour's access to residents if locked out of the building. Residents should plan ahead - for example, leaving an additional set of access keys with a friend or relative.

Smoke Detectors

81. It is the responsibility of the resident (owner or tenant) to ensure smoke detectors are maintained.
82. If smoke from an apartment sets off the fire alarm, costs associated with Fire and Rescue attendance will be passed on to the unit owner. (For example – a smoke detector activated due to burning food requiring ACT Fire & Rescue attendance.)

Smoking

83. Smoking is not permitted in any of the common areas, including the lifts, foyers, hallways, or basement car parks.
84. An occupant must not throw cigarette butts or ash over the balconies or discard them on any part of the common property.

Storage

85. For safety and appearance, resident MUST NOT store any items in common property areas including entrance foyers, stairwells, access pathways or in vehicle parking bays.
86. Parking bays are not to be used for general storage other than bicycles. All residential units have a storage room allocated for the storage of personal items.

Visitors and Guests

87. Residents are responsible for their visitors and guests at all times within the development.
88. Please ensure that visitors and guests are aware of and abide by the Rules of the Owners Corporation.

Window Coverings

89. Unit owners and residents must ensure that window treatments used in their units (including blinds, curtains, drapes, etc.) are coloured white or cream when viewed from the outside of the unit unless otherwise approved by the Owners Corporation.
90. Residents are not permitted to display any signs, flags, advertising material in any external window of their unit without prior written approval of the Owners Corporation.
91. Residents are not permitted to cover unit windows with foil or other forms of coverings without prior written approval of the Owners Corporation.



Alternative Rules

UNITS PLAN 2809 - Jarrah
34 Morell Close, Belconnen

General Information

92. The Owners Corporation does not accept responsibility for any personal property removed, damaged or stolen from common property areas, the underground car park or from individual units or storage cages.
93. The basement car parking area, including individual storage cages, are designated "wet areas". The Owners Corporation does not accept responsibility for damage to any property as a result of water.
94. Residents are responsible for any damage by their guests and visitors.
95. Residents are responsible for any annoyance caused by them to other residents.
96. Fire equipment such as extinguishers and hoses must not be used except in case of an emergency. This is a requirement under law. Corporate and personal fines will be issued by the Fire Brigade for non-compliance (ACTFB Policy May 2003).
97. No shopping trolleys are to be left inside the building, on common property areas, or on the surrounding garden/grassed areas at the complex.
98. Residents shall co-operate with the gardener employed to maintain the common area and any other tradesperson employed by the Owners Corporation whilst in the performance of their duties.
99. Residents and their guests shall not walk across garden beds and shall not use lawns as a thoroughfare.
100. Letterboxes must be emptied of all junk mail on a regular basis. It is the owner's responsibility to ensure that unoccupied units have their mailboxes emptied.
101. "NO JUNK MAIL" stickers are permitted to be installed on individual mailboxes.
102. Graffiti of any description is not permitted on any area of the complex. Any graffiti should be documented and a report lodged with the Manager immediately.
103. Festive lights are permitted to be installed on individual balconies and courtyards however they should not cause nuisance to other residents.
104. Under no circumstances are sandwich boards or other advertising material permitted on the common property, with the exception of real estate signs denoting the location of properties for sale or lease within.

Attachments

Attachment - Default Rules (as amended)

Default Rules

UNITS PLAN 2809 - Jarrah
34 Morell Close, Belconnen

Schedule 1 – Unit Titles (Management) Regulation 2011

Note – the owners corporation may only amend default rule 1.4, 1.5 and 1.6 (UTMA Reg., S.7B (1)(a)) and may make alternative rules under s.108 of the UTMA, by special resolution.

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 the Act has the same meaning in these Rules.

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 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 Executive Committee; and
 - (b) in accordance with the requirements of any applicable Territory Law (for example, a law requiring development approval to be obtained for the erection or alteration).
Note An example is part of the Act, is not exhaustive and may extend, but does not limit, the meaning of the provision in which it appears (see Legislation Act, s 126 and s 132).
- (2) Permission may be given subject to conditions stated in the resolution.
- (3) However, if the structure is sustainability infrastructure, the owners corporation's permission must not be unreasonably withheld.

1.5 Pets in units

- (1) A unit owner or occupier (the pet owner) may keep an animal, or permit an animal to be kept, within the unit if—
 - (a) the total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than 3; and
 - (b) the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; and
 - (c) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
 - (d) the pet owner cleans any area of the units plan that is soiled by the animal; and
 - (e) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.
- (2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, in writing, that the animal is being kept within the unit.

Default Rules

UNITS PLAN 2809 - Jarrah

34 Morell Close, Belconnen

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, so as 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).

Default Rules

UNITS PLAN 2809 - Jarrah

34 Morell Close, Belconnen

- (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.

2.0 Execution of documents by owners corporations (refer UTMA, 9A)

- (1) An owners corporation must execute a document in 1 of the following ways:
 - (a) if the owners corporation has a common seal – by attaching the seal to the document:
 - (i) as authorised by a resolution of the owners corporation; and
 - (ii) with 2 executive members witnessing the attaching and signing the document as witnesses;
 - (b) without using a common seal:
 - (i) by 2 executive members, as authorised by a resolution of the owners corporation, signing the document; or
 - (ii) if a manager for the owners corporation is delegated this function – by the manager, as authorised by a resolution of the owners corporation, signing the document.
- (2) The manager may affix the common seal of the Owners Corporation to:
 - (a) reduced quorum meeting notices;
 - (b) Rules registration documents;
 - (c) Notice of Change of Address for Service of Documents for a Body Corporate at the Land Titles Office; and
 - (d) certifications under Section 119 of the Act;
 - (e) any other document requiring the common seal with the written authorisation of the executive committee;without following procedure outlined in Alternative Rule 2 (1)(a).
- (3) The manager may sign on behalf of the owners corporation with the written authorisation of the executive committee without following procedure outlined in Alternative Rule 2(1)(b).

3.0 Recovery of Legal Fees

- (1) If an Owners Corporation incurs legal fees or other costs in any legal or administrative action against a unit owner, the unit owner shall, unless a court order directs otherwise, be liable to pay the Owners Corporation the amount of the legal fees or other costs incurred by the Owners Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.
- (2) The unit owner agrees that any monies which are payable pursuant to *Rule 3.0 (1)* shall be a debt enforceable by the Owners Corporation against the unit owner.
- (3) The legal fees and other costs payable in accordance with *Rule 3.0 (1)* shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owners Corporation. For the avoidance of doubt, any legal fees or other costs incurred

Default Rules

UNITS PLAN 2809 - Jarrah

34 Morell Close, Belconnen

by the Owners Corporation which cannot be evidenced by a written invoice as due and payable, shall not form part of, and will not be recoverable against, in accordance with *Rule 3.0 (1)*.

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

4.0 Alternative Rules

As attached.

5.0 Special Resolution – Fencing replacement and maintenance obligations

At the Annual General Meeting of the Owners Corporation, held Monday, 24 July 2023, it was resolved:

- a. That the responsibility of the repair, maintenance and replacement of all fences be 50% responsibility of the Owners Corporation and 50% of the bordering unit owner – excepting fences in between courtyard entitlements, which will remain 50% of each bordering unit owner;
- b. That this be added to the Default Rules for the development and registered with Land Titles and for the cost of registration be paid from the Administrative Fund; and
- c. That the Sinking Fund Plan will be amended to take into account these changes in responsibility.



ACT
Government

Justice and Community Safety

LA
OFFICE OF REGULATOR
ACT Justice and Community Safety



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20/04/2015 13:46:20 MCGRS

1968014

**SPECIAL RESOLUTION
BY OWNERS CORPORATION**

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
INDEPENDENT STRATA MANAGEMENT PTY LTD	GPO BOX 1539, CANBERRA CITY 2601	6209 1515

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1732: 80	BELCONNEN	157	9	2809

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

Add new rule 13

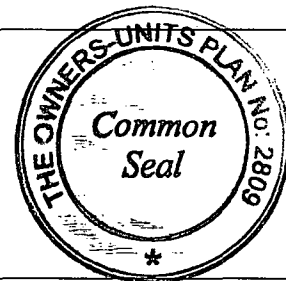
SUPPORTING DOCUMENTATION

(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	Signature
Full Name (Block Letters) LORRAINE HENDERSON	Full Name (Block Letters) GERALDINE JONES
Address 9-37 DERRINGTON CRESCENT BONYTHON	Address 37 HANRAHAN CRESCENT DUNLOP
Office Held ADMINISTRATION MANAGER	Office Held SENIOR ADMINISTRATION OFFICER

OFFICE USE ONLY

Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by			
Registered by		Registration Date	29 APR 2015

**MINUTES OF ANNUAL GENERAL MEETING
UNIT PLAN 2809 – "JARRAH"
34 MORELL CLOSE, BELCONNEN**



- Held:** On Wednesday, 30 July, 2014 at 6.00 pm
- At:** Catchpoles Room, Southern Cross Club,
Cnr. Catchpole & Bowman Streets, Macquarie
- Present:** Mr J Quick (Unit 9), Mr N Forostenko (Unit 10), Mr N & Mrs N Gentle (Unit 14),
Mr R Canning (Unit 16), Ms F Gourlay (Unit 17), Mr H & Mrs B Lawrence (Unit 18)
and Mr S Irvine (Unit 20)
Mrs L Upton representing Independent Strata Management Pty Ltd
- Proxies:** Mr C & Mrs J Beaumont (Unit 3) and Commissioner for Housing (Units 7 & 11)
- Apologies:** Ms S Smith (Unit 4)
- Chair:** Mr H Lawrence chaired the meeting.
- Quorum:** A quorum was not present. However the meeting proceeded with a Reduced Quorum
(Schedule 3.9 of the Unit Titles (Management) Act 2011).

***Secretarial Note** – Owners are advised that under the Schedule 3.9 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only disallowed if within 21 days after the decision was made, the Owners Corporation is to give a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.*

MINUTES

- MOTION 1:** *It was resolved that the Minutes of the previous Annual General Meeting be confirmed as a true and accurate record of the proceedings of the meeting.* **CARRIED**

Matters arising from Minutes

It was requested by Mr Gentle that it be recorded in these Minutes that although he was noted as an "apology" and "proxy" at last year's meeting, he was, in fact, in attendance. The Strata Manager apologised for this error.

INSURANCE

The Owners Corporation holds insurance cover with Strata Unit Underwriters as follows:

Policy No: 06S8580055	Due date - 18/4/2015
Building replacement	\$11,157,300
Public liability	\$10,000,000
Office Bearers Liability	\$5,000,000
Workers Compensation	In accordance with the Act
Excess	\$250.00 (\$2,000 on pipes and water damage claims)
Premium	\$9,454.20

Those present agreed that this cover appeared adequate at this time however it was requested that a quote be obtained for an increase in Office Bearers insurance to \$10 million which will be forwarded to the Executive Committee for their approval.

FINANCIAL REPORT

The financial report had been circulated to all owners. The financial statements showed a balance of \$14,891.59 in the Administrative Fund and a balance of \$87,271.53 in the Sinking Fund. The balance of the Cheque Account is \$87,007.72.

MOTION 2: *It was resolved that the financial statements be accepted as presented.* **CARRIED**

APPOINTMENT OF AUDITOR

MOTION 3: *It was resolved that the Owners Corporation of UP2809 authorise the Strata Manager, in consultation with the Executive Committee, to appoint an auditor to audit the books and records of the Corporation to the Auditors Standards for presentation at the next Annual General Meeting.* **CARRIED**

Secretarial note - a quote is to be obtained and forward to the Executive Committee for approval.

BUDGET DEBATE

Administrative Fund

MOTION 4: *It was resolved that the proposed Administrative Fund budget of \$74,775.00 (excl. GST) be adopted.* **CARRIED**

Sinking Fund

MOTION 5: *It was resolved that the proposed Sinking Fund budget of \$28,122.00 (excl. GST) be adopted.* **CARRIED**

Administrative and Sinking Fund Levy Contribution

MOTION 6: *It was resolved that the corporation determine a levy equal to the approved budget for the twelve month period, commencing 1 July, 2014, and to be contributed in accordance with the unit entitlements at quarterly intervals, being 1 September and 1 December, 2014 then 1 March and 1 June, 2015.* **CARRIED**

STRATA MANAGEMENT AGENCY AGREEMENT

MOTION 7: *It was resolved that the Owners Corporation enter into the following arrangements:*

- a. *That Independent Strata Management be appointed as Manager for a period of three (3) years;*
- b. *The Owners Corporation execute a written agreement to give effect to this appointment;*
- c. *That authority is given for the Common Seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting.* **CARRIED**

Secretarial note – it was agreed with the members present that the Chair and Secretary (to be elected at the first EC Meeting) will be the signatories of this Agreement.

ELECTION OF COMMITTEE

MOTION 8: *It was resolved that the Owners Corporation of UP2809 agree to appoint 3 to 7 Owners to form the Executive Committee until the next Annual General Meeting.* **CARRIED**

The following owners were elected to stand as Executive Committee Members until the next Annual General Meeting:



Unit 9 – Mr J Quick
Unit 10 – Mr N Forostenko
Unit 14 – Mr N Gentle
Unit 16 – Mr R Canning

Unit 17 – Ms F Gourlay
Unit 18 – Mr H Lawrence
Unit 20 – Mr S Irvine

HOUSE RULES

MOTION 9(i): *That the Owners Corporation of UP2809 authorise the Executive Committee to derive a set of House Rules for further consideration, adoption and registration (as Rule 13) at next year's General Meeting.* **LAPSED**

MOTION 9(ii): *It was resolved that the Owners Corporation of UP2809 authorise the Executive Committee to derive a set of House Rules for adoption as Rule 13 of the Default Rules and registration.* **CARRIED**

GENERAL BUSINESS

Updated Sinking Fund Plan –

As discussed and agreed with the members present, an updated Sinking Fund Plan will be sought in early May 2015. This will be forwarded to the Executive Committee for consideration and will be distributed with the AGM Notice for 2015.

Thanks to outgoing EC Members –

Mr Lawrence requested to have it noted in these Minutes the contribution of Mr Gentle over the past years. The members present agreed with the high appreciation of the hard work undertaken by Mr Gentle on behalf of all owners of the Corporation.

Furthermore, appreciation is also given to Mr Lawrence for his involvement and support of the Executive Committee and its functions.

The meeting closed at 6.34 pm



Default Rules

1 Definitions—Default Rules

(1) In these Rules:

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

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

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

2 Payment of rates and taxes by unit Owners

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

3 Repairs and maintenance

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

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

4 Erections and alterations

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

(a) in accordance with the express permission of the Executive Committee; and

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

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

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

5 Use of common property

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

6 Hazardous use of unit

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

7 Use of unit—nuisance or annoyance

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

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

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

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



8 Noise

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

9 Illegal use of unit

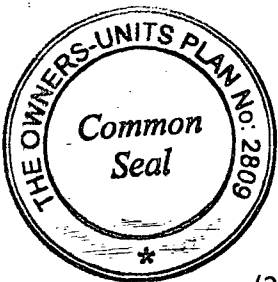
A unit owner must not use the unit, or permit it to be used, to contravene a law in force in the ACT.

10 What may an Executive Committee representative do?

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

11 Seal of Owners Corporation

- (1) For the attaching of the seal of the Owners Corporation to a document to be effective—
 - (a) the seal must be attached by decision of the Executive Committee; and
Note - Executive Committee decisions must be made by majority vote, or by unanimous vote if there are only 2 members of the Committee (see Unit Titles Act 2001, s 88).
 - (b) the seal must be attached in the presence of two (2) Executive members; and
 - (c) the Executive members witnessing the attaching of the seal must sign the document as witnesses.
- (2) The Manager may affix seal -
 - (a) The common seal may be affixed to reduced quorum meeting notices and certificates under Section 119 of the Act by the manager of the Owners Corporation without following the procedure in Rule 11.1



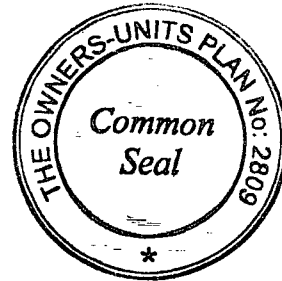
12

Recovery of Legal Fees

- (1) If an Owners Corporation incurs legal fees or other costs in any legal or administrative action against a unit holder, the unit holder shall, unless a court order directs otherwise, be liable to pay the Owners Corporation the amount of the legal fees or other costs incurred by the Owners Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.
- (2) The unit holder agrees that any monies which are payable pursuant to Clause 1 shall be a debt enforceable by the Owners Corporation against the unit holder.
- (3) The legal fees and other costs payable in accordance with Clause 1 shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owners Corporation. For the avoidance of doubt, any legal fees or other costs incurred by the Owners Corporation which cannot be evidenced by a written invoice as due and payable, shall not form part of, and will not be recoverable against, in accordance with Clause 1.
- (4) The Owners Corporation shall not commence any action against any unit holder other than to recover outstanding levies, without a majority vote from a Special General Meeting.

13

House Rules



House Rules

UNITS PLAN 2809 - "Jarrah"

34 Morell Close, Belconnen

Introduction

The following House Rules have been established for the mutual benefit of all residents, both owners and tenants, in order to maximise the convenience, comfort and privacy of the residents of Units Plan 2809. At all times and in all matters, the Schedule of the Unit Titles (Management) Act applies. They are to be included as an integral part of any leasing arrangement between a unit owner and the tenant.

Complaints

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

The Manager
"Jarrah"
Independent Strata Management Pty Ltd
GPO Box 1539
CANBERRA CITY ACT 2601

Or: bcenquiry@independent.com.au.

Telephone enquiries: 02 6209 1515



Please note that the Body Corporate can only take action if the complaint is in writing. Complainants should identify the offender, or their unit number, as well as the time, date and nature of the offence.

Verbal and/or anonymous complaints will not be acted upon.

Incidents that infringe particular 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 on 131 444.

Noise

We aim to provide an environment that will allow all residents the benefit of quiet enjoyment of Jarrah. Residents should be aware that noise penetrates easily into other units.

1. Residents should be aware that noise penetrates easily into other units, particularly through balcony doors and windows.
2. At all times, and specifically between 10.00 pm and 7.00 am, residents must avoid causing any noise (music, television, loud voices, washing machines, dryers, spas, etc.) at a level which may disturb other residents.

Vehicles and Parking

We aim to ensure the safety and cleanliness of the vehicle areas, and to provide reasonable access to parking for residents' visitors.

3. Residents should only park their vehicles in their unit's allocated car space in the underground garage. Do NOT block or use other residents' car parking space without their express consent to do so.

House Rules

UNITS PLAN 2809 - "Jarrah"

34 Morell Close, Belconnen

4. Vehicles are NOT to be parked on the access driveway, including the access road to the townhouses, on landscaped areas, or in any position where they may cause an obstruction to others.
5. Vehicles must observe a 5 kph speed limit within the complex.
6. Residents are responsible for cleaning up of any oil spills caused by their vehicles or their guests vehicles and will be requested by the Owners Corporation to clean up any spills in the event that this is not carried out.
7. In the interest of safety, children are not permitted to ride cycles or play games on the common property driveway areas or in the underground parking areas.
8. Residents are not allowed to wash cars in the car park.
9. Fire hydrants are never to be used by residents for the purpose of washing vehicles.

Garbage and Recycling

We aim to maintain hygienic and clean disposal of rubbish, and to encourage recycling. Recycling facilities are available and residents are encouraged to use them.

10. The **garbage hopper** is for domestic waste only. All rubbish must be placed in the hopper and the hopper lid closed after use.
11. All rubbish should be enclosed in an acceptable outer container, such as an approved garbage bin liner and fastened securely.
12. Residents are encouraged to recycle wherever possible. Large boxes should be collapsed and freed from foam or other contaminated matter before being placed in the recycling hoppers.
13. Under no circumstances is garbage or recycling to be placed on the floor of the garbage shed.
14. Household items such as furniture, bedding etc. are not to be placed in either the garbage or recycling hoppers, or left anywhere on the common property, but should be disposed of by residents at appropriate Government collection areas.
15. Consideration should be given, and noise kept to a minimum, when disposing of rubbish.

Appearance

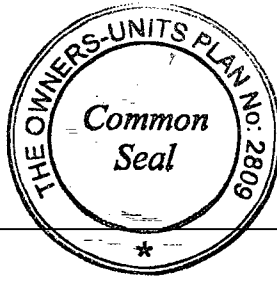
We aim to protect the safety, amenity, appearance and value of the property for the benefit of all residents, and to maintain a sense of community and common interest.

16. Residents must maintain their units so that other units are not adversely affected in terms of hygiene, appearance or value.
17. The draping of rugs, mats, sheets, blankets, clothing etc. over balcony railings is not permitted.
18. Collapsible washing lines are not permitted on unit balconies. No permanent washing structures are permitted on balconies unless approved by the Executive Committee.
19. Balconies are not to be used as a storage area.
20. A sense of community and general tidiness requires that all residents assist in keeping the common area clean and free from litter and damage, including entrance foyers, car parking areas, driveways, lawns and landscaped areas.



House Rules

UNITS PLAN 2809 - "Jarrah"



34 Morell Close, Belconnen

Smoking

We aim to provide an environment that will allow all residents the benefit of smoke free enjoyment of Jarrah.

21. Smoking is not permitted in any of the common areas, including the foyers, hallways, stairways, or basement car parks.
22. An occupant must not throw cigarette butts or ash over the balconies or discard them in any part of the common property.

Legal Fee Recovery

23. If the Owners Corporation incurs legal fees as a result of the conduct of an owner (including for the recovery of a debt owed to the Owners Corporation), the owner shall be liable to pay to the Owners Corporation the amount of the legal fees incurred by the Owners Corporation in undertaking legal action against the owner.

Vandalism and damage

We aim to protect the safety, amenity, appearance and value of the property for the benefit of all residents, and to maintain a sense of community and common interest.

24. An occupant or visitors must not damage any part of the common property.
25. The occupant who has caused damage is liable to reimburse the Owners Corporation for all expenses that it incurs in rectifying the damage.

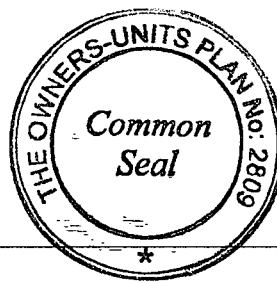
Animals/Pets

We aim to create a safe environment for all residents and pets without compromising the personal safety and enjoyment of all residents.

26. In accordance with Section 32 of the Unit Titles (Management) Act 2011, animals are not permitted unless the Owners Corporation gives written approval. Guidelines for obtaining approval are Attachment 1 to these rules.
27. The Executive Committee are authorised to make determinations regarding keeping of animals after all criteria have been met by the applicant.
28. The Committee will keep under review any permission that has been given, and approval to keep a pet can be withdrawn at any time if the pet causes a nuisance to another resident or other residents.
29. No animals are permitted on the common property at any time unless being escorted either to or from a unit.
30. Any damage or soiling of any common property is the responsibility of the pet owner.
31. Permission to have a pet is not transferable to a new owner or tenant of an apartment or to current residents replacing an approved pet.
32. The House Rules relating to pets are strictly enforced by the Executive Committee.
33. All real estate agents associated with the sale or rental of an apartment are reminded that a condition of ownership in Jarrah is that pets are not permitted unless permission has been granted. This requirement must be conveyed to all prospective buyers and tenants.

House Rules

UNITS PLAN 2809 - "Jarrah"



34 Morell Close, Belconnen

34. All pets must be kept on a lead when moving around the Jarrah complex.
35. Approvals will only be considered for a maximum of two (2) animals to be kept in any unit at any one time.

Alterations

We aim to protect the safety, amenity, appearance and value of the property for the benefit of all residents, and to maintain a sense of community and common interest.

36. Alterations and additions must not be undertaken without the prior written consent of the Owners Corporation.
37. Alterations include the erection of any structure (such as external blinds, screens, pergolas, awnings, satellite dishes or other shade devices), painting or otherwise altering the external façade or appearance of the building, modifications of any air conditioning, heating or ventilation system or associated piping or ducting servicing a unit.
38. All requests for alterations should be forwarded to the Strata Manager for consideration by Executive Committee. (In the case of tenants, requests should be submitted to the managing Real Estate Agent.)
39. Approval is unlikely to be given to any alterations that will impact on the privacy/amenity of another resident or that is not in keeping with the general appearance of the complex.

Security and Safety

We aim to protect the safety of all residents.

40. In the interest of maintaining the security of Jarrah, all residents and their guests must ensure that security doors are closed firmly after entering or leaving the building.
41. Unknown or unauthorised persons must not be admitted to the building.
42. The Owners Corporation is unable to provide after hour's access to residents if locked out of the building. In these instances, residents should make alternate arrangements, for example, leaving an additional set of access keys with a friend or relative.

Evacuation from the Building in an Emergency

43. Signs are located in each of the stairwell, foyers and basement levels to indicate to residents and their guests the nearest emergency exit and the location of emergency equipment. Residents should familiarise themselves with the location of their nearest exit.
44. In the event of an evacuation, and in the event that it is safe to do so, ensure you take your swipe cards and unit keys with you to enable you to re-enter the building when it is cleared by the Fire Brigade.

Real Estate Signs

45. Unit owners are not permitted to display any signs in any visible external windows to their unit or on the common property except with the prior approval of the executive committee.
46. Without limiting paragraph 46, signs including real estate "For Sale" and "To Let/Lease" signs are not permitted to be erected on the common property unless permission is given by the Executive Committee.

House Rules

UNITS PLAN 2809 - "Jarrah"



34 Morell Close, Belconnen

47. Under no circumstances are real estate signs to be erected in the perimeter garden or lawn area.
48. Rectification of any damage caused as a result of the erection of real estate signs, will be the responsibility of the unit advertised for sale.
49. Real estate signs are to be removed immediately upon sale or lease of the property, and are not to remain erected with the "Sold" or "Leased" stickers affixed.

General

50. The Owners Corporation does not accept responsibility for any personal property removed, damaged or stolen from common property areas, the underground car park or from individual units or storage cages.
51. NOTE: The basement car parking area, including individual storage cages, are designated "wet areas". The Owners Corporation does not accept responsibility for damage to any property as a result of water.
52. Residents are responsible for any damage to the body corporate premises by their guests and visitors and for any annoyance caused by them to other residents.
53. For safety and appearance, residents are not to store any items in common property areas including entrance foyers, stairwells, access pathways or in vehicle parking spaces.
54. No shopping trolleys are to be left inside the building, on common property areas, or on the surrounding garden/grassed areas at the complex.
55. Residents shall co-operate with the gardener employed to maintain the common area and any other tradesperson employed by the Body Corporate whilst in the performance of their duties.
56. Residents and their guests shall not walk across garden beds and shall not use lawns as a thoroughfare.
57. In the interest of safety, parents and guardians should be aware that children are not permitted to play on the common property driveway areas or in the basement car parking area. Parents and guardians are responsible for the cost of repairing any damage caused by their children.
58. The use of barbeques on balconies must not cause an inconvenience to other residents.
59. Birds or possums are not to be fed from the balconies.
60. Fire Doors must not be propped open or interfered with in any way. Fire equipment such as extinguishers and hoses must not be used except in case of an emergency. Please note this is a requirement under law and corporate and personal fines will be issued by the Fire Brigade for non-compliance (ACTFB Policy May 2003).
61. Letterboxes must be emptied of all junk mail on a regular basis. It is the owner's responsibility to ensure that unoccupied units have their mail boxes emptied.
62. Residents should NOT ride bicycles, rollerblades, skateboards etc., within the building perimeters.
63. Graffiti of any description is not permitted on any area of the complex. Any graffiti should be documented and a report lodged with the Manager immediately.
64. Christmas lights are permitted to be installed on individual balconies, on the following conditions:
 - Lights must be installed no earlier than 1 December and must be removed no later than 1 January.
 - Lights must not be permanently affixed in any way.
 - Flashing lights are not permitted between the hours of midnight and 6.00 am.

House Rules

UNITS PLAN 2809 - "Jarrah"

34 Morell Close, Belconnen

65. Under no circumstances are sandwich boards or other advertising material permitted on the common property, with the exception of real estate signs denoting the location of properties for sale or lease within Jarrah.

Infringement Notices

If a resident of specified unit is continually breaching or not complying with these **House Rules** the Executive Committee are able to issue an Infringement Notice to the unit owner. The Infringement Notice cost is \$110.00 (including GST) and the issuing process is outlined below:

1. Issue correspondence to residents addressing the breach of **House Rules** and request they remedy. Enclose a copy of the House Rules.

If breach is not remedied move to Step 2 –

2. Issue further correspondence to resident (if tenanted, also Property Manager and Owner) addressing the breach of **House Rules** and request they remedy.

If breach is again not remedied move to Step 3 –

3. Issue a Breach/Infringement Notice to Owner including \$110.00 fine.

Residents and their guests are required to abide by these rules, give consideration to others living at the development and help to maintain the appearance and value of the complex.

Strata Manager

The Strata Manager is **Independent Strata Management Pty Ltd**

Office address: Ground Floor
91 Northbourne Avenue
Turner ACT 2612

Postal address: GPO Box 1539
Canberra City ACT 2601

Telephone: 02 6209 1515

Facsimile: 02 6247 9567

Email: bcenquiry@independent.com.au

Emergency after hours: 0419 626 355



Attachments

- Attachment 1 - Guidelines for approval of pets
Attachment 2 - Default Rules

Guidelines for approval of pets

Unit Plan 2809 - Jarrah

In accordance with Section 32 of the Unit Titles (Management) Act, pets are not permitted without the consent of the Owners Corporation. The Executive Committee are delegated the authority to make all determinations concerning applications for keeping of animals.

Real Estate Agents managing the sale or rental of units in the development should be aware that as a condition of residency, pets cannot be accepted unless formal approval has been granted. It is important that these requirements are conveyed to all prospective buyers and tenants. Tenants must first seek approval from the Owner of the residence before application is made to the Owners Corporation/Body Corporate and a copy of this approval must accompany this application.

A register will be maintained of approved pets. Please note that approvals can be withdrawn at any time if a pet is deemed to be causing a nuisance.

The Pet Rules are enforced by the Executive Committee and are designed to ensure the happy co-existence of all residents – whether human or animal. The Rules are outlined below:

- Pets must be registered and comply with all requirements of ACT Pet Regulations and, where appropriate, be micro-chipped.
- Any damage or soiling of Common Property is the responsibility of the pet owner.
- Cats must be kept inside the unit at night and – at all times – must not be allowed to enter or soil any Common Property or other resident’s property.
- All animals must be leashed at all times whilst on Common Property.
- Permissions are pet specific. In other words, a permission granted to a pet is not transferrable to a new owner or tenant of an apartment, or to current residents replacing an approved pet.

If you would like to have a pet in your unit and are prepared to comply with the conditions above, please complete the attached application form and return it to your Strata Manager who will then submit your request to the Executive Committee for consideration and approval.

Section 32 of the Unit Titles (Management) Act 2011:

32 *Animals—owners corporation’s consent*

- (1) *A unit owner may keep an animal, or allow an animal to be kept, within the unit or the common property only with the consent of the owners corporation.*
- (2) *The owners corporation may give consent under this section with or without conditions.*
- (3) *However, the owners corporation’s consent must not be unreasonably withheld.*

Note An owner or occupier of a unit may apply to the ACAT to resolve a dispute with the owners corporation about keeping an animal, or allowing an animal to be kept (see s 126).

(4) *In this section:*

animal *includes—*

- (a) *an amphibian; and*
- (b) *a bird; and*
- (c) *a fish; and*
- (d) *a mammal (other than a human being); and*
- (e) *a reptile.*



UNIT PLAN 2809 - Jarrah

Application for approval to keep a bird or animal

Unit No.: _____ Door No.: _____

Owner/Property Manager
authorisation attached?

Pet Owner 1 - Name: _____

Contact Number: _____ Email: _____

Pet Owner 2 - Name: _____

Contact Number: _____ Email: _____

Emergency Contact: _____ Ph: _____

Particulars of animal (please complete one form per animal):

Pet Species and Breed: _____

Name of pet: _____ Age: _____

Colour: _____ Sex: Male/Female Is the animal desexed? Y / N

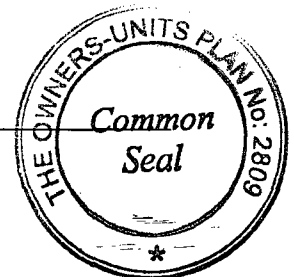
Microchip No.: _____ Dog Registration No.: _____

I/we hereby declare that I/we:

- will comply with all relevant legislation;
- that the animal or bird will be constrained (if applicable) so as not to allow it to cause nuisance on common property or to neighbouring units;
- that any damage or fouling caused by that animal whilst on common property will be rectified without delay; and
- the animal/bird will be removed immediately if permission is withdrawn by the Executive Committee or a general meeting of the Owners' Corporation.

Signatures: _____
Owner 1

Owner 2



Dated: ____/____/____

Please return to: Lauren Upton, Senior Strata Manager on behalf of Unit Plan 2809
Email: lup@independent.com.au Phone: 6209 1513 Fax: 6247 9567



ACT
Government

Justice and Community Safety

OFFICE OF REGULATION
ACT Justice and Community Safety



SR\$1822213

25/09/2012 13:12:50 THOMF

1822213

**SPECIAL RESOLUTION
BY OWNERS CORPORATION**

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
INDEPENDENT BODY CORPORATE SERVICES	91 NORTHBOURNE AVENUE TURNER	62091515

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1732:80	BELCONNEN	157	9	2809

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

ADOPT DEFAULT RULES 2011, AMEND RULES 4 AND 11
ADD RULE 12

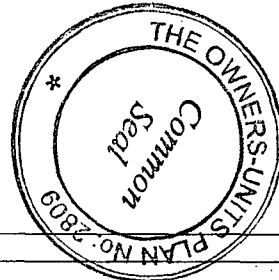
SUPPORTING DOCUMENTATION

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

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

COMMON SEAL OF OWNERS CORPORATION

(Seal must be affixed)



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

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

OFFICE USE ONLY

Lodged by	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		
Registered by	Registration Date	26 SEP 2012



**MINUTES OF ANNUAL GENERAL MEETING
UNITS PLAN 2809
34 MORELL CLOSE, BELCONNEN**

- Held:** Monday, 20 August, 2012 at 6.00 pm
Catchpole Room, Southern Cross Club
Cnr. Catchpole & Bowman Streets, Macquarie
- Present:** Mr B Stoneley (Unit 1), Ms B Cook (Unit 2), Mr J Quick (Unit 9), Mr D Findley (Unit 13),
Mr N & Mrs N Gentle (Unit 14), Ms F Gourlay (Unit 17), Mr H & Mrs B Lawrence
(Unit 18) and Ms T McDonald (Unit 20)
Mrs L Upton representing Independent Body Corporate Services
- Proxies:** Mr C & Mrs J Beaumont (Unit 3), Mr B Hays (Unit 5), Commissioner for Housing
(Units 7 & 11), Ms K Lau (Unit 8), Ms R Lancaster (Unit 10), Mr M & Mrs M Johnson
(Unit 12), Mr S & Mrs S Storey (Unit 16) and Mr W & Mrs E Watson (Unit 19)
- Apologies:** None
- Chair:** Mr H Lawrence chaired the meeting
- Quorum:** A quorum was met.

MINUTES OF PREVIOUS ANNUAL GENERAL MEETING -

The minutes of the Annual General Meeting dated Monday, 15 August, 2011 had been distributed to all owners.

It was noted by a member present that under "Election of Committee" that *Ms R Lancaster – Unit 10* was elected to stand as a member until the next AGM. This has been incorrectly reported and it should have said *Ms K Lau – Unit 8*.

MOTION 1: *It was resolved that the Minutes of the previous Annual General Meeting be adopted.*
CARRIED

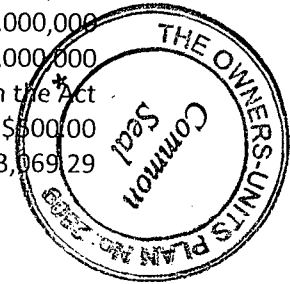
MATTERS ARISING FROM MINUTES -
None.

INSURANCE –

The Owners Corporation holds insurance cover with CHU Underwriting Agencies Pty Ltd as follows:

Policy No: 45929
 Building replacement
 Public liability
 Office Bearers Liability
 Workers Compensation
 Excess
 Premium

Due date 18/4/2013
 \$10,217,000
 \$10,000,000
 \$5,000,000
 In accordance with the Act
 \$500,000
 \$13,069,29



Those present agreed that this cover appeared adequate at this time.

MOTION 2: *It was resolved that the Owners of UP2809 agree to include internal paint work as an insurable item in the current policy at an additional cost as indicated by the Insurer.*
CARRIED

MOTION 3: *It was resolved that the level of insurance be increased annually upon renewal to the figure as suggested by the insurer and approved by the Executive Committee.*
CARRIED

FINANCIAL REPORT -

The financial report had been circulated to all owners. The financial statements showed a balance of \$-14,011.06 in the Administrative Fund and a balance of \$40,468.15 in the Sinking Fund. The balance of the Cheque Account is \$1,627.18.

MOTION 4: *It was resolved that the financial statements be accepted as presented.* **CARRIED**

INVESTMENT OF FUNDS –

MOTION 5: **Special Resolution:** *It was resolved that the Executive Committee be authorised to make determinations concerning investment of surplus funds into appropriate interest bearing accounts for Units Plan 2809.* **CARRIED**

SINKING FUND FORECAST –

A discussion took place regarding the Sinking Fund Forecast budgeted costs.

MOTION 6: *It was resolved that the Owners Corporation accept the 10 year Sinking Fund Forecast.* **CARRIED**

BUDGET DEBATE ADMINISTRATIVE FUND -

MOTION 7: *It was resolved that the proposed Administrative Fund budget of \$78,428.56 (excl. GST) be adopted.* **CARRIED**

BUDGET DEBATE ADMINISTRATIVE FUND LEVY CONTRIBUTION -

MOTION 8: *It was resolved that the corporation determine a levy equal to the approved budget for the 12 month period, commencing 1 July, 2012 and to be contributed to in accordance with the unit entitlements and at quarterly intervals, being 1 September and 1 December, 2012 then 1 March and 1 June, 2013.* **CARRIED**

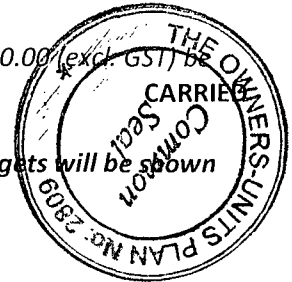
BUDGET DEBATE SINKING FUND –

A query was raised by a member present as to why the budget is set “excluding GST” and queries whether the development is registered for GST. The Strata Manager can advise that UP2809 is not registered for GST as the income for the development (total levies collected) must be higher than \$150,000.

It was then debated whether the Sinking Fund budget should be set 10% higher to account for the exclusion of the GST. A vote was taken amongst the members present as to whether the Sinking Fund budget should be accepted with the result being "No" = 1 and "Yes" = 7. Therefore the Motion was carried.

MOTION 9: *It was resolved that the proposed Sinking Fund budget of \$26,000.00 (excl. GST) be adopted.*

Secretarial note – in future Notices the Administrative Fund and Sinking Fund budgets will be shown without the words "excl. GST" as this makes more sense for all involved.



BUDGET DEBATE SINKING FUND LEVY CONTRIBUTION –

MOTION 10: *It was resolved that the corporation determine a levy equal to the approved budget for the 12 month period, commencing 1 July, 2012 and to be contributed to in accordance with the unit entitlements and at quarterly intervals, being 1 September and 1 December, 2012 then 1 March and 1 June, 2013.*

CARRIED

STRATA MANAGEMENT AGENCY AGREEMENT -

MOTION 11: *It was resolved that the Owners Corporation enter into an arrangement with Independent Body Corporate Services Pty Limited to act as Owners Corporation Manager, and empower two members of the Owners Corporation/Executive Committee as authorized signatories on behalf of the Owners Corporation to sign the Agency Agreement with Independent Body Corporate Services Pty Limited to act as Owners Corporation Manager until the next Annual General Meeting.*

CARRIED

Secretarial Note – The Agreement was signed by members present. A copy will be held by Mr H Lawrence on behalf of the Owners Corporation and a copy retained by the Strata Manager.

EBIX TRADES MONITOR -

MOTION 12: *It was resolved that the services of EBIX Trades Monitor be engaged to audit contractors to ensure compliance with insurance and licencing requirements, at an annual cost of \$73.00 (plus GST).*

CARRIED

ELECTION OF COMMITTEE -

MOTION 13: *It was resolved that the Owners Corporation of Units Plan 2809 agree to appoint 3 to 7 Owners to form the Executive Committee until the next Annual General Meeting.*

CARRIED

The following Owners were elected to stand as Executive Committee Members until the next Annual General Meeting:

Unit 5 – Mr B Hays
Unit 8 – Ms K Lau

Unit 10 – Ms R Lancaster
Unit 14 – Mr N Gentle

Unit 17 – Ms F Gourlay
Unit 18 – Mr H Lawrence

Default Rules

1 Definitions—Default Rules

- (1) In these Rules:

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

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

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

2 Payment of rates and taxes by unit Owners

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

3 Repairs and maintenance

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

4 Erections and alterations

- (1) A unit owner may erect or alter any structure in or on the unit or the common property only—
(a) in accordance with the express permission of the Executive Committee; and
(b) in accordance with the requirements of any applicable Territory Law (for example, a law requiring development approval to be obtained for the erection or alteration).

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

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

5 Use of common property

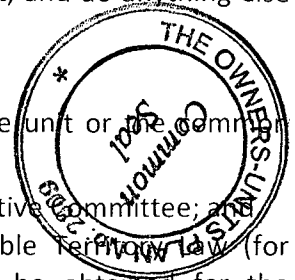
A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit.

6 Hazardous use of unit

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

7 Use of unit—nuisance or annoyance

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



8

Noise

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

9

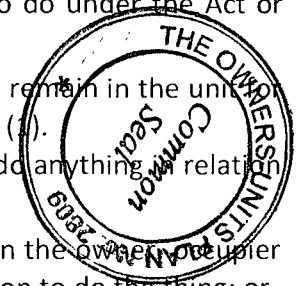
Illegal use of unit

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

10

What may an Executive Committee representative do?

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



11

Seal of Owners Corporation

- (1) For the attaching of the seal of the Owners Corporation to a document to be effective—
 - (a) the seal must be attached by decision of the Executive Committee; and
Note - Executive Committee decisions must be made by majority vote, or by unanimous vote if there are only 2 members of the Committee (see Unit Titles Act 2001, s 88).
 - (b) the seal must be attached in the presence of two (2) Executive members; and
 - (c) the Executive members witnessing the attaching of the seal must sign the document as witnesses.
- (2) Managing agent may affix seal -
 - (a) The common seal may be affixed to reduced quorum meeting notices and certificates under Section 119 of the Act by the managing agent of the Owners Corporation without following the procedure in Rule 11.1

Recovery of Legal Fees

- (1) If an Owners Corporation incurs legal fees or other costs in any legal or administrative action against a unit holder, the unit holder shall, unless a court order directs otherwise, be liable to pay the Owners Corporation the amount of the legal fees or other costs incurred by the Owners Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.
- (2) The unit holder agrees that any monies which are payable pursuant to Clause 1 shall be a debt enforceable by the Owners Corporation against the unit holder.
- (3) The legal fees and other costs payable in accordance with Clause 1 shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owners Corporation. For the avoidance of doubt, any legal fees or other costs incurred by the Owners Corporation which cannot be evidenced by a written invoice as due and payable, shall not form part of, and will not be recoverable against, in accordance with Clause 1.
- (4) The Owners Corporation shall not commence any action against any unit holder other than to recover outstanding levies, without a majority vote from a Special General Meeting.



1420148

JACKI NEWMAN - CLARKE
62489188



UP
Form 019

**APPLICATION TO REGISTER A
UNITS PLAN**

Log of Entry & RUMMERY
Box Number *[Signature]*

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

The registered proprietor applies for registration of the annexed units plan for the sub-division on the land in item 1.

1. LAND

Vol:Fol	District/Division	Section	Block	Unit Plan No (Land Titles to provide upon registration)	Prior Interests (Document Numbers Only)
1681:51	BELCONNEN	157	9	2809	1340841

2. PROPRIETOR/S

Full Name (Surname Last) MADISON CONSTRUCTIONS PTY. LIMITED ACN 090 649 844	Address PO BOX 3285 BELCONNEN ACT 2617
---	--

3. NUMBER OF SHEETS IN UNITS PLAN

18

4. X UP NUMBER

18264

5. NUMBER OF UNITS

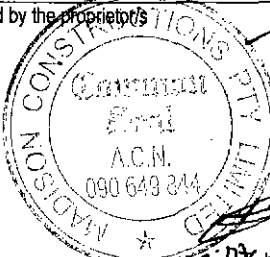
18 20

6. DATE

4 MAY 2005

7. EXECUTION

Signed by the proprietor/s



ALAN HILL

JACKI NEWMAN-CLARKE
PERSONS AUTHORIZED

Signature of proprietor/s

Full name of witness
Common Seal of MADISON CONSTRUCTIONS Pty. Limited was hereunto affixed pursuant to a resolution of the directors and in the presence of:
Signed in my presence

Signature of witness

8. OFFICE USE ONLY

Lodged by		Certificates Lodged	
Data Entered by	10	Attachments Lodged	
Examined by		Certificate of Title Lodged	
Registered by	10	Registration Date	10 MAY 2005

ACT GOVERNMENT
 Land Titles Act 1925
 Land Titles (Unit Titles) Act 2003
 Registrar-General's Office



C
Form 042

**CONSENT TO REGISTER A UNITS PLAN
 BY A MORTGAGEE OR A SUBLESSEE**

HML & RUMMERY
 Box Number

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

The registered proprietor of mortgage / lease described in item 2 and 3 consents to the registration of the units plan for the sub-division of the land described in item 1.

1. LAND

Vol:Fol	District/Division	Section	Block	Unit
1681:51	BELCONNEN	157	9	

2. MORTGAGEE / LESSEE

Name in Full
AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

3. REGISTRATION NUMBER OF MORTGAGE / LEASE

1340841

4. DATE

4 May 2005

5. EXECUTION - WHERE A SUBLESSEE CONSENTS AND THE UNITS PLAN IS REGISTERED IT WILL HAVE THE EFFECT OF DETERMINING THE SUBLEASE PURSUANT TO S90 OF THE LAND TITLES ACT 1925 AND S25(1)(a) OF THE LAND TITLES (UNIT TITLES) ACT 1970.

<p>Signed by the mortgagee/lessee</p> <p>Signed and Sealed by the said Bank at Canberra by its Attorney</p> <p>JANET MARGUERITE MULLINS</p> <p>who is personally known to me,</p> <p><i>England</i></p> <p>417 LONDON CIRCUIT CANBERRA CITY BANK OFFICER</p> <p><i>David England</i></p> <p>Signature of mortgagee/lessee</p>	<p>Full name of witness</p> <p>AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED A.C.N: 005 357 522</p> <p>b. Signed in my presence</p> <p>and I, the said Attorney state that I have not received any notice of the revocation of the Power of Attorney registered in the office of the Registrar General A.C.T. Registered No. MD 74587 under which this document is executed.</p> <p><i>Janet Mullins</i></p> <p>MANAGER BUSINESS BANK FOR THE TIME BEING OF AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED</p> <p>Signature of witness</p>
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6. OFFICE USE ONLY

Lodged by		Certificates Lodged	
Data Entered by		Attachments Lodged	
Examined by			
Registered by	<i>to</i>	Registration Date	10 MAY 2005



ACT
Government

Justice and Community Safety

OFFICE OF REGULATION
ACT Justice and Community Safety

LAND TITLES



SR\$2053075

20/09/2016 13:15:56 COOPF

SPECIAL RESOLUTION
BY OWNERS CORPORATION

2053075

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
INDEPENDENT STRATA MANAGEMENT PTY LTD	GPO BOX 1539, CANBERRA CITY 2601	6209 1515

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1732/80	BELCONNEN	157	9	2809

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

Add additional rule 13

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>Georgina Newhouse</i>	Signature <i>Geraldine Jones</i>
Full Name (Block Letters) GEORGINA NEWHOUSE	Full Name (Block Letters) GERALDINE JONES
Address 91 NORTHBOURNE AVENUE, TURNER	Address 91 NORTHBOURNE AVENUE, TURNER
Office Held ADMINISTRATION SUPPORT ASSOCIATE	Office Held ADMINISTRATION MANAGER

OFFICE USE ONLY

Lodged by <i>[Signature]</i>	Annexures/Attachments	Minutes/Resolution/Motion <i>[Signature]</i>
Data entered by <i>[Signature]</i>	Registration Date	30 SEP 2016



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

Part A - Details of reduced quorum decisions

A1 - The Owners Units Plan No: 2809

A2 - Annual General / General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on: *Wednesday, 30 July, 2014*

Tick applicable box, or both boxes if applicable:

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

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

A3 - Reduced Quorum Decisions

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

Date of decision: *Wednesday, 30 July, 2014*

Full text of reduced quorum decision (See attached Minutes)

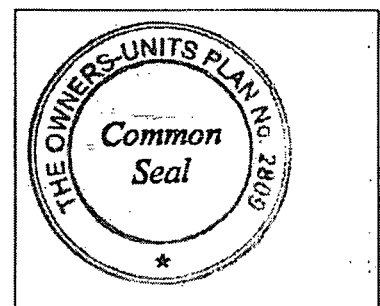
A4 - Owners Corporation Declaration

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

Dated: *Monday, 31 July, 2014*

Signature: _____

Designation: Senior Strata Manager



Seal

**MINUTES OF ANNUAL GENERAL MEETING
UNIT PLAN 2809 – “JARRAH”
34 MORELL CLOSE, BELCONNEN**



- Held:** On Wednesday, 30 July, 2014 at 6.00 pm
- At:** Catchpoles Room, Southern Cross Club,
Cnr. Catchpole & Bowman Streets, Macquarie
- Present:** Mr J Quick (Unit 9), Mr N Forostenko (Unit 10), Mr N & Mrs N Gentle (Unit 14),
Mr R Canning (Unit 16), Ms F Gourlay (Unit 17), Mr H & Mrs B Lawrence (Unit 18)
and Mr S Irvine (Unit 20)
Mrs L Upton representing Independent Strata Management Pty Ltd
- Proxies:** Mr C & Mrs J Beaumont (Unit 3) and Commissioner for Housing (Units 7 & 11)
- Apologies:** Ms S Smith (Unit 4)
- Chair:** Mr H Lawrence chaired the meeting.
- Quorum:** A quorum was not present. However the meeting proceeded with a Reduced Quorum
(Schedule 3.9 of the Unit Titles (Management) Act 2011).

Secretarial Note – Owners are advised that under the Schedule 3.9 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only disallowed if within 21 days after the decision was made, the Owners Corporation is to give a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.

MINUTES

- MOTION 1:** *It was resolved that the Minutes of the previous Annual General Meeting be confirmed as a true and accurate record of the proceedings of the meeting.* **CARRIED**

Matters arising from Minutes

It was requested by Mr Gentle that it be recorded in these Minutes that although he was noted as an “apology” and “proxy” at last year’s meeting, he was, in fact, in attendance. The Strata Manager apologised for this error.

INSURANCE

The Owners Corporation holds insurance cover with Strata Unit Underwriters as follows:

Policy No: 06S8580055	Due date - 18/4/2015
Building replacement	\$11,157,300
Public liability	\$10,000,000
Office Bearers Liability	\$5,000,000
Workers Compensation	In accordance with the Act
Excess	\$250.00 (\$2,000 on pipes and water damage claims)
Premium	\$9,454.20

Those present agreed that this cover appeared adequate at this time however it was requested that a quote be obtained for an increase in Office Bearers insurance to \$10 million which will be forwarded to the Executive Committee for their approval.

FINANCIAL REPORT

The financial report had been circulated to all owners. The financial statements showed a balance of \$14,891.59 in the Administrative Fund and a balance of \$87,271.53 in the Sinking Fund. The balance of the Cheque Account is \$87,007.72.

MOTION 2: *It was resolved that the financial statements be accepted as presented.* **CARRIED**

APPOINTMENT OF AUDITOR

MOTION 3: *It was resolved that the Owners Corporation of UP2809 authorise the Strata Manager, in consultation with the Executive Committee, to appoint an auditor to audit the books and records of the Corporation to the Auditors Standards for presentation at the next Annual General Meeting.* **CARRIED**

Secretarial note - a quote is to be obtained and forward to the Executive Committee for approval.

BUDGET DEBATE

Administrative Fund

MOTION 4: *It was resolved that the proposed Administrative Fund budget of \$74,775.00 (excl. GST) be adopted.* **CARRIED**

Sinking Fund

MOTION 5: *It was resolved that the proposed Sinking Fund budget of \$28,122.00 (excl. GST) be adopted.* **CARRIED**

Administrative and Sinking Fund Levy Contribution

MOTION 6: *It was resolved that the corporation determine a levy equal to the approved budget for the twelve month period, commencing 1 July, 2014, and to be contributed in accordance with the unit entitlements at quarterly intervals, being 1 September and 1 December, 2014 then 1 March and 1 June, 2015.* **CARRIED**

STRATA MANAGEMENT AGENCY AGREEMENT

MOTION 7: *It was resolved that the Owners Corporation enter into the following arrangements:*

- That Independent Strata Management be appointed as Manager for a period of three (3) years;*
- The Owners Corporation execute a written agreement to give effect to this appointment;*
- That authority is given for the Common Seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting.* **CARRIED**

Secretarial note – it was agreed with the members present that the Chair and Secretary (to be elected at the first EC Meeting) will be the signatories of this Agreement.

ELECTION OF COMMITTEE

MOTION 8: *It was resolved that the Owners Corporation of UP2809 agree to appoint 3 to 7 Owners to form the Executive Committee until the next Annual General Meeting.* **CARRIED**

The following owners were elected to stand as Executive Committee Members until the next Annual General Meeting:



Unit 9 – Mr J Quick
Unit 10 – Mr N Forostenko
Unit 14 – Mr N Gentle
Unit 16 – Mr R Canning

Unit 17 – Ms F Gourlay
Unit 18 – Mr H Lawrence
Unit 20 – Mr S Irvine

HOUSE RULES

MOTION 9(i): *That the Owners Corporation of UP2809 authorise the Executive Committee to derive a set of House Rules for further consideration, adoption and registration (as Rule 13) at next year's General Meeting.* **LAPSED**

MOTION 9(ii): *It was resolved that the Owners Corporation of UP2809 authorise the Executive Committee to derive a set of House Rules for adoption as Rule 13 of the Default Rules and registration.* **CARRIED**

GENERAL BUSINESS

Updated Sinking Fund Plan –

As discussed and agreed with the members present, an updated Sinking Fund Plan will be sought in early May 2015. This will be forwarded to the Executive Committee for consideration and will be distributed with the AGM Notice for 2015.

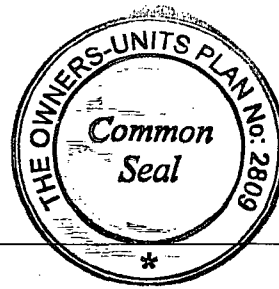
Thanks to outgoing EC Members –

Mr Lawrence requested to have it noted in these Minutes the contribution of Mr Gentle over the past years. The members present agreed with the high appreciation of the hard work undertaken by Mr Gentle on behalf of all owners of the Corporation.

Furthermore, appreciation is also given to Mr Lawrence for his involvement and support of the Executive Committee and its functions.

The meeting closed at 6.34 pm





Default Rules

1 Definitions—Default Rules

- (1) In these Rules:

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

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

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

2 Payment of rates and taxes by unit Owners

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

3 Repairs and maintenance

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

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

4 Erections and alterations

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

(a) in accordance with the express permission of the Executive Committee; and

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

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

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

5 Use of common property

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

6 Hazardous use of unit

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

7 Use of unit—nuisance or annoyance

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

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

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

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

8

Noise

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

9

Illegal use of unit

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

10

What may an Executive Committee representative do?

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

11

Seal of Owners Corporation

- (1) For the attaching of the seal of the Owners Corporation to a document to be effective—
 - (a) the seal must be attached by decision of the Executive Committee; and
Note Executive Committee decisions must be made by majority vote, or by unanimous vote if there are only 2 members of the Committee (see Unit Titles Act 2001, s 88).
 - (b) the seal must be attached in the presence of two (2) Executive members; and
 - (c) the Executive members witnessing the attaching of the seal must sign the document as witnesses.
- (2) Managing agent may affix seal -
 - (a) The common seal may be affixed to:
 - (i) reduced quorum meeting notices;
 - (ii) Rules registration documents;
 - (iii) Notice of Change of Address for Service of Documents for a Body Corporate at the Land Titles Office; and

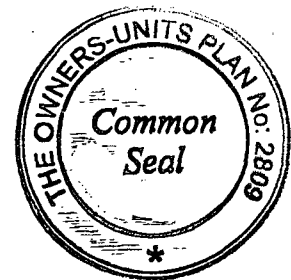
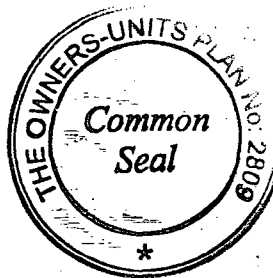


(iv) certifications under Section 119 of the Act by the managing agent of the Owners Corporation without following procedure in Rule 11.1.

12 Recovery of Legal Fees

- (1) If an Owners Corporation incurs legal fees or other costs in any legal or administrative action against a unit holder, the unit holder shall, unless a court order directs otherwise, be liable to pay the Owners Corporation the amount of the legal fees or other costs incurred by the Owners Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.
- (2) The unit holder agrees that any monies which are payable pursuant to Clause 1 shall be a debt enforceable by the Owners Corporation against the unit holder.
- (3) The legal fees and other costs payable in accordance with Clause 1 shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owners Corporation. For the avoidance of doubt, any legal fees or other costs incurred by the Owners Corporation which cannot be evidenced by a written invoice as due and payable, shall not form part of, and will not be recoverable against, in accordance with Clause 1.
- (4) The Owners Corporation shall not commence any action against any unit holder other than to recover outstanding levies, without a majority vote from a Special General Meeting.

13 House Rules



House Rules

UNITS PLAN 2809 – “Jarrah”

34 Morell Close, Belconnen

Introduction

The following House Rules have been established for the mutual benefit of all residents, both owners and tenants, in order to maximise the convenience, comfort and privacy of the residents of Units Plan 2809. At all times and in all matters, the Schedule of the Unit Titles (Management) Act applies. They are to be included as an integral part of any leasing arrangement between a unit owner and the tenant.

Complaints

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

The Manager
“Jarrah”
Independent Strata Management Pty Ltd
GPO Box 1539
CANBERRA CITY ACT 2601

Or: strataenquiry@independent.com.au



Telephone enquiries: 02 6209 1515

Please note that the Body Corporate can only take action if the complaint is in writing. Complainants should identify the offender, or their unit number, as well as the time, date and nature of the offence.

Verbal and/or anonymous complaints will not be acted upon.

Incidents that infringe particular 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 on 131 444.

Noise

We aim to provide an environment that will allow all residents the benefit of quiet enjoyment of Jarrah. Residents should be aware that noise penetrates easily into other units.

1. Residents should be aware that noise penetrates easily into other units, particularly through balcony doors and windows.
2. At all times, and specifically between 10.00 pm and 7.00 am, residents must avoid causing any noise (music, television, loud voices, washing machines, dryers, spas, etc.) at a level which may disturb other residents.

Vehicles and Parking

We aim to ensure the safety and cleanliness of the vehicle areas, and to provide reasonable access to parking for residents' visitors.

House Rules

UNITS PLAN 2809 – “Jarrah”

34 Morell Close, Belconnen

3. Residents should only park their vehicles in their unit's allocated car space in the underground garage. Do NOT block or use other residents' car parking space without their express consent to do so.
4. Vehicles are NOT to be parked on the concrete access driveway, on landscaped areas, or in any position where they may cause an obstruction to others.
5. Vehicles must observe a 5 kph speed limit within the complex.
6. Residents are responsible for cleaning up of any oil spills caused by their vehicles or their guests vehicles and will be requested by the Owners Corporation to clean up any spills in the event that this is not carried out.
7. In the interest of safety, children are not permitted to ride cycles or play games on the common property driveway areas or in the underground parking areas.
8. Residents are not allowed to wash cars in the car park.
9. Fire hydrants are never to be used by residents for the purpose of washing vehicles.



Garbage and Recycling

We aim to maintain hygienic and clean disposal of rubbish, and to encourage recycling. Recycling facilities are available and residents are encouraged to use them.

10. The **garbage hopper** is for domestic waste only. All rubbish must be placed in the hopper and the hopper lid closed after use.
11. All rubbish should be enclosed in an acceptable outer container, such as an approved garbage bin liner and fastened securely.
12. Residents are encouraged to recycle wherever possible. Large boxes should be collapsed and freed from foam or other contaminated matter before being placed in the recycling hoppers.
13. Under no circumstances is garbage or recycling to be placed on the floor in front of the garbage shed.
14. Household items such as furniture, bedding etc. are not to be placed in either the garbage or recycling hoppers but should be disposed of by residents at appropriate Government collection areas.
15. Consideration should be given, and noise kept to a minimum, when disposing of rubbish.

Appearance

We aim to protect the safety, amenity, appearance and value of the property for the benefit of all residents, and to maintain a sense of community and common interest.

16. Residents must maintain their units so that other units are not adversely affected in terms of hygiene, appearance or value.
17. The draping of rugs, mats, sheets, blankets, clothing etc. over balcony railings is not permitted.
18. Collapsible washing lines are not permitted on unit balconies. No permanent washing structures are permitted on balconies unless approved by the Executive Committee.

House Rules

UNITS PLAN 2809 – “Jarrah”



34 Morell Close, Belconnen

19. Balconies are not to be used as a storage area.
20. A sense of community and general tidiness requires that all residents assist in keeping the common area clean and free from litter and damage, including entrance foyers, car parking areas, driveways, lawns and landscaped areas.

Smoking

We aim to provide an environment that will allow all residents the benefit of smoke free enjoyment of Jarrah.

21. Smoking is not permitted in any of the common areas, including the foyers, hallways, stairways or basement car parks.
22. An occupant must not throw cigarette butts or ash over the balconies or discard them in any part of the common property.

Legal Fee Recovery

23. If the Owners Corporation incurs legal fees as a result of the conduct of an owner (including for the recovery of a debt owed to the Owners Corporation), the owner shall be liable to pay to the Owners Corporation the amount of the legal fees incurred by the Owners Corporation in undertaking legal action against the owner.

Vandalism and damage

We aim to protect the safety, amenity, appearance and value of the property for the benefit of all residents, and to maintain a sense of community and common interest.

24. An occupant or visitors must not damage any part of the common property.
25. The occupant who has caused damage is liable to reimburse the Owners Corporation for all expenses that it incurs in rectifying the damage.

Animals/Pets

We aim to create a safe environment for all residents and pets without compromising the personal safety and enjoyment of all residents.

26. In accordance with Section 32 of the Unit Titles (Management) Act 2011, animals are not permitted unless the Owners Corporation gives written approval. Guidelines for obtaining approval are Attachment 1 to these rules.
27. The Executive Committee are authorised to make determinations regarding keeping of animals after all criteria have been met by the applicant.
28. The Committee will keep under review any permission that has been given, and approval to keep a pet can be withdrawn at any time if the pet causes a nuisance to another resident or other residents.

House Rules

UNITS PLAN 2809 – “Jarrah”



34 Morell Close, Belconnen

29. No animals are permitted on the common property at any time unless being escorted either to or from a unit.
30. Any damage or soiling of any common property is the responsibility of the pet owner.
31. Permission to have a pet is not transferable to a new owner or tenant of an apartment or to current residents replacing an approved pet.
32. The House Rules relating to pets are strictly enforced by the Executive Committee.
33. All real estate agents associated with the sale or rental of an apartment are reminded that a condition of ownership in Jarrah is that pets are not permitted unless permission has been granted. This requirement must be conveyed to all prospective buyers and tenants.
34. All pets must be kept on a lead when moving around the Jarrah complex.
35. Approvals will only be considered for a maximum of two (2) animals to be kept in any unit at any one time.

Alterations

We aim to protect the safety, amenity, appearance and value of the property for the benefit of all residents, and to maintain a sense of community and common interest.

36. Alterations and additions must not be undertaken without the prior written consent of the Owners Corporation.
37. Alterations include the erection of any structure (such as external blinds, screens, pergolas, awnings, satellite dishes or other shade devices), painting or otherwise altering the external façade or appearance of the building, modifications of any air conditioning, heating or ventilation system or associated piping or ducting servicing a unit.
38. All requests for alterations should be forwarded to the Strata Manager for consideration by Executive Committee. (In the case of tenants, requests should be submitted to the managing Real Estate Agent.)
39. Approval is unlikely to be given to any alterations that will impact on the privacy/amenity of another resident or that is not in keeping with the general appearance of the complex.
40. Unit front doors are fire rated - security screen doors, deadbolts, and peepholes are not permitted to be installed to the front doors of the unit.

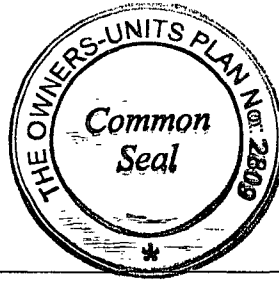
Security and Safety

We aim to protect the safety of all residents.

41. In the interest of maintaining the security of Jarrah, all residents and their guests must ensure that security doors are closed firmly after entering or leaving the building.
42. Unknown or unauthorised persons must not be admitted to the building.
43. The Owners Corporation is unable to provide after hour's access to residents if locked out of the building. In these instances, residents should make alternate arrangements, for example, leaving an additional set of access keys with a friend or relative.

House Rules

UNITS PLAN 2809 – “Jarrah”



34 Morell Close, Belconnen

Evacuation from the Building in an Emergency

44. Signs are located in each of the stairwell, foyers and basement levels to indicate to residents and their guests the nearest emergency exit and the location of emergency equipment. Residents should familiarise themselves with the location of their nearest exit.
45. In the event of an evacuation, and in the event that it is safe to do so, ensure you take your swipe cards and unit keys with you to enable you to re-enter the building when it is cleared by the Fire Brigade.

Real Estate Signs

46. Unit owners are not permitted to display any signs in any visible external windows to their unit or on the common property except with the prior approval of the executive committee.
47. Without limiting paragraph 46, signs including real estate “For Sale” and “To Let/Lease” signs are not permitted to be erected on the common property unless permission is given by the Executive Committee.
48. Under no circumstances are real estate signs to be erected in the perimeter garden or lawn area.
49. Rectification of any damage caused as a result of the erection of real estate signs, will be the responsibility of the unit advertised for sale.
50. Real estate signs are to be removed immediately upon sale or lease of the property, and are not to remain erected with the “Sold” or “Leased” stickers affixed.

General

51. The Owners Corporation does not accept responsibility for any personal property removed, damaged or stolen from common property areas, the underground car park or from individual units or storage cages.
52. NOTE: The basement car parking area, including individual storage cages, are designated “wet areas”. The Owners Corporation does not accept responsibility for damage to any property as a result of water.
53. Residents are responsible for any damage to the body corporate premises by their guests and visitors and for any annoyance caused by them to other residents.
54. For safety and appearance, residents are not to store any items in common property areas including entrance foyers, stairwells, access pathways or in vehicle parking spaces.
55. No shopping trolleys are to be left inside the building, on common property areas, or on the surrounding garden/grassed areas at the complex.
56. Residents shall co-operate with the gardener employed to maintain the common area and any other tradesperson employed by the Body Corporate whilst in the performance of their duties.
57. Residents and their guests shall not walk across garden beds and shall not use lawns as a thoroughfare.

House Rules

UNITS PLAN 2809 – “Jarrah”

34 Morell Close, Belconnen

58. In the interest of safety, parents and guardians should be aware that children are not permitted to play on the common property driveway areas or in the basement car parking area. Parents and guardians are responsible for the cost of repairing any damage caused by their children.
59. The use of barbeques on balconies must not cause an inconvenience to other residents.
60. Birds or possums are not to be fed from the balconies.
61. Fire Doors must not be propped open or interfered with in any way. Fire equipment such as extinguishers and hoses must not be used except in case of an emergency. Please note this is a requirement under law and corporate and personal fines will be issued by the Fire Brigade for non-compliance (ACTFB Policy May 2003).
62. Letterboxes must be emptied of all junk mail on a regular basis. It is the owner’s responsibility to ensure that unoccupied units have their mail boxes emptied.
63. Residents should NOT ride bicycles, rollerblades, skateboards etc., within the building perimeters.
64. Graffiti of any description is not permitted on any area of the complex. Any graffiti should be documented and a report lodged with the Manager immediately.
65. Christmas lights are permitted to be installed on individual balconies, on the following conditions:
 - Lights must be installed no earlier than 1 December and must be removed no later than 1 January.
 - Lights must not be permanently affixed in any way.
 - Flashing lights are not permitted between the hours of midnight and 6.00 am.
66. Under no circumstances are sandwich boards or other advertising material permitted on the common property, with the exception of real estate signs denoting the location of properties for sale or lease within Jarrah.

Residents and their guests are required to abide by these rules, give consideration to others living at the development and help to maintain the appearance and value of the complex.



House Rules

UNITS PLAN 2809 – “Jarrah”

34 Morell Close, Belconnen

Strata Manager

The Strata Manager is **Independent Strata Management Pty Ltd**

Office address: Ground Floor
91 Northbourne Avenue
Turner ACT 2612

Postal address: GPO Box 1539
Canberra City ACT 2601

Telephone: 02 6209 1515

Facsimile: 02 6247 9567

Email: strataenquiry@independent.com.au

Emergency after hours: 0419 626 355



Attachments

- Attachment 1* - *Guidelines for approval of pets*
- Attachment 2* - *Default Rules*

Guidelines for approval of pets

Unit Plan 2809 - Jarrah

In accordance with Section 32 of the Unit Titles (Management) Act, pets are not permitted without the consent of the Owners Corporation. The Executive Committee is delegated the authority to make all determinations concerning applications for keeping of animals.

Real Estate Agents managing the sale or rental of units in the development should be aware that as a condition of residency, pets cannot be accepted unless formal approval has been granted. It is important that these requirements are conveyed to all prospective buyers and tenants. Tenants must first seek approval from the Owner of the residence before application is made to the Owners Corporation/Body Corporate and a copy of this approval must accompany this application.

A register will be maintained of approved pets. Please note that approvals can be withdrawn at any time if a pet is deemed to be causing a nuisance.

The Pet Rules are enforced by the Executive Committee and are designed to ensure the happy co-existence of all residents – whether human or animal. The Rules are outlined below:

- Pets must be registered and comply with all requirements of ACT Pet Regulations and, where appropriate, be micro-chipped.
- Any damage or soiling of Common Property is the responsibility of the pet owner.
- Cats must be kept inside the unit at night and – at all times – must not be allowed to enter or soil any Common Property or other resident's property.
- All animals must be leashed at all times whilst on Common Property.
- Permissions are pet specific. In other words, a permission granted to a pet is not transferrable to a new owner or tenant of an apartment, or to current residents replacing an approved pet.

If you would like to have a pet in your unit and are prepared to comply with the conditions above, please complete the attached application form and return it to your Strata Manager who will then submit your request to the Executive Committee for consideration and approval.

Section 32 of the Unit Titles (Management) Act 2011:

32 Animals—owners corporation's consent

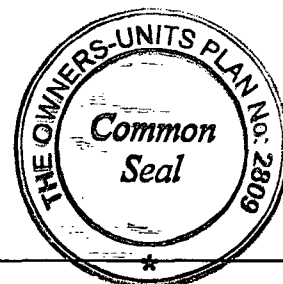
- (1) *A unit owner may keep an animal, or allow an animal to be kept, within the unit or the common property only with the consent of the owners corporation.*
- (2) *The owners corporation may give consent under this section with or without conditions.*
- (3) *However, the owners corporation's consent must not be unreasonably withheld.*

Note An owner or occupier of a unit may apply to the ACAT to resolve a dispute with the owners corporation about keeping an animal, or allowing an animal to be kept (see s 126).

(4) *In this section:*

animal includes—

- (a) an amphibian; and*
- b) a bird; and*
- (c) a fish; and*
- (d) a mammal (other than a human being); and*



UNIT PLAN 2809 - Jarrah

Application for approval to keep a bird or animal

Unit No.: _____ Door No.: _____

Owner/Property Manager
authorisation attached?

Pet Owner 1 - Name: _____

Contact Number: _____ Email: _____

Pet Owner 2 - Name: _____

Contact Number: _____ Email: _____

Emergency Contact: _____ Ph: _____

Particulars of animal (please complete one form per animal):

Pet Species and Breed: _____

Name of pet: _____ Age: _____

Colour: _____ Sex: Male/Female Is the animal desexed? Y / N

Microchip No.: _____ Dog Registration No.: _____

I/we hereby declare that I/we:

- will comply with all relevant legislation;
- that the animal or bird will be constrained (if applicable) so as not to allow it to cause nuisance on common property or to neighbouring units;
- that any damage or fouling caused by that animal whilst on common property will be rectified without delay; and
- the animal/bird will be removed immediately if permission is withdrawn by the Executive Committee or a general meeting of the Owners' Corporation.



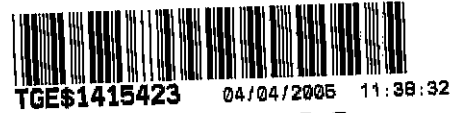
Signatures: _____
Owner 1

Owner 2

Dated: ____/____/____



Please return to: Jade Camilleri, Strata Manager on behalf of Units Plan 2809
Email: jac@indendent.com.au Phone: 6209 1465 Fax: 6247 9567



1415423



TGE
Form 080

TRANSFER AND GRANT OF EASEMENT

Lodging Party

Box Number

[Handwritten signature]

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
1681:51 1696:10	BELCONNEN BELCONNEN	157 157		9 10	

2. APPLICANT / GRANTOR / SERVIENT TENEMENT

Name in Full

MADISON CONSTRUCTIONS PTY. LIMITED (ACN 090 649 844)

3. DETAILS OF APPLICATION

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

4. DATE

4-4-05

5. EXECUTION BY GRANTOR / SERVIENT TENEMENT

Signed by the proprietor/s of the servient tenement



Signature of proprietor/s of the servient tenement

[Handwritten signature]

Full name of witness

The Common Seal of MADISON CONSTRUCTIONS Pty. Limited was hereunto affixed pursuant to a resolution of the directors and in the presence of:

Signed in my presence

Signature of witness

6. CONSENT BY MORTGAGEE

Signed by the Mortgagee

Signed and Sealed by the said Bank at Canberra by its Attorney

JANET MARGUERITE MULLINS

who is personally known to me,

[Handwritten signature]
4/17 LONDON CIRCUIT
CANNBERRA ACT
BANK OUTLET

Signature of the Mortgagee

JANETTE GERLACH.

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

A.C.N. 005 357 522

by its Attorney

and I, the said Attorney, have not received any notice of the revocation of the Power of Attorney registered in the office of the Registrar General A.C.T. Registered No. MD 74387 under which this document is executed.

MANAGER BUSINESS BANK FOR THE TIME BEING OF AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

Full name of witness


Signed in my presence

[Handwritten signature]

Signature of witness

7. EXECUTION BY THE GRANTEE / DOMINANT TENEMENT

Signed by the Grantee / Dominant Tenement

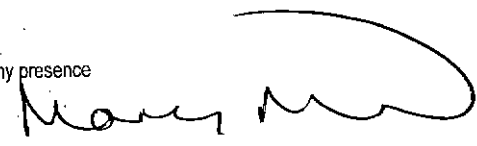


Common Seal
LORRAINE HENDERSON

Signature of Grantee / Dominant Tenement

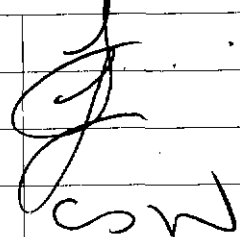
Full name of witness
MARY MOND

Signed in my presence



Signature of witness

8. OFFICE USE ONLY

Lodged by		Certificates Lodged	
Data Entered by		Attachments Lodged	ANNEXURE
Examined by		Certificate of Title Lodged	1681/51
Registered by		Registration Date	13 APR 2005

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.

This is the annexure of two (2) pages marked "A" referred to in the Transfer and Grant of Easement between MADISON CONSTRUCTIONS PTY. LIMITED (ACN 090 649 844) and THE PROPRIETORS OF UNITS PLAN 2435 dated this 40th day of APRIL 2005.

MEMORANDUM OF TRANSFER AND GRANT OF EASEMENT

BY THIS DEED MADISON CONSTRUCTIONS PTY. LIMITED (ACN 090 649 844) ("Grantor"), a company incorporated in the Australian Capital Territory of 13A/10 Oatley Court Belconnen in the said Territory, being registered as the proprietor of an estate in leasehold of the servient tenement subject to such encumbrances, liens and interests as are notified or endorsed thereon.

IN consideration of the sum of One dollar (\$1.00) paid to it by THE PROPRIETORS OF UNITS PLAN 2435 ("Grantee") OF c/- Independent Body Corporate of Ethos House, Ainslie Avenue, Canberra in the said Territory, being registered as the proprietor of the dominant tenement, the receipt whereof is hereby acknowledged.

HEREBY GRANTS out of the estate of the Grantor during the residue unexpired of the Crown Lease of the servient tenement full and free right and liberty for the Grantee and its successors in title and its and their tenants, servants, licensees and invitees in common with the Grantor and all others having the like right at all times to pass and repass by vehicle and on foot and to have access to that part of Block 9 Section 157 Division of Belconnen which is shown on the plan annexed hereto.

PROVIDED THAT the Grantor will maintain and administer the area of the easement.

IT IS MUTUALLY COVENANTED AND AGREED AS FOLLOWS:-

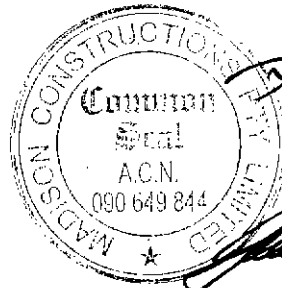
1. The land to which the benefit of the easement set out above is appurtenant is Block 10 Section 157 Division of Belconnen comprised in Certificate of Title Volume 1696 Folio 10 ("the dominant tenement");
2. The land which is subject to the burden of the easement is Block 9 Section 157 Division of Belconnen comprised in Certificate of Title Volume 1681 Folio 51 ("the servient tenement").

MEMORANDUM OF ENCUMBRANCES, ETC REFERRED TO

Nil

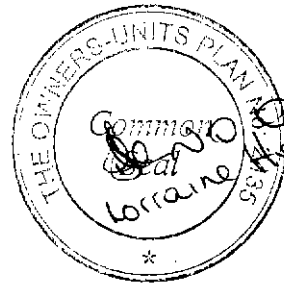
DATED at Canberra in the Australian Capital Territory this 40th day of APRIL 2005.

THE COMMON SEAL of MADISON)
CONSTRUCTIONS PTY. LIMITED)
was hereunto affixed by authority of the)
Board of Directors in the presence of:)

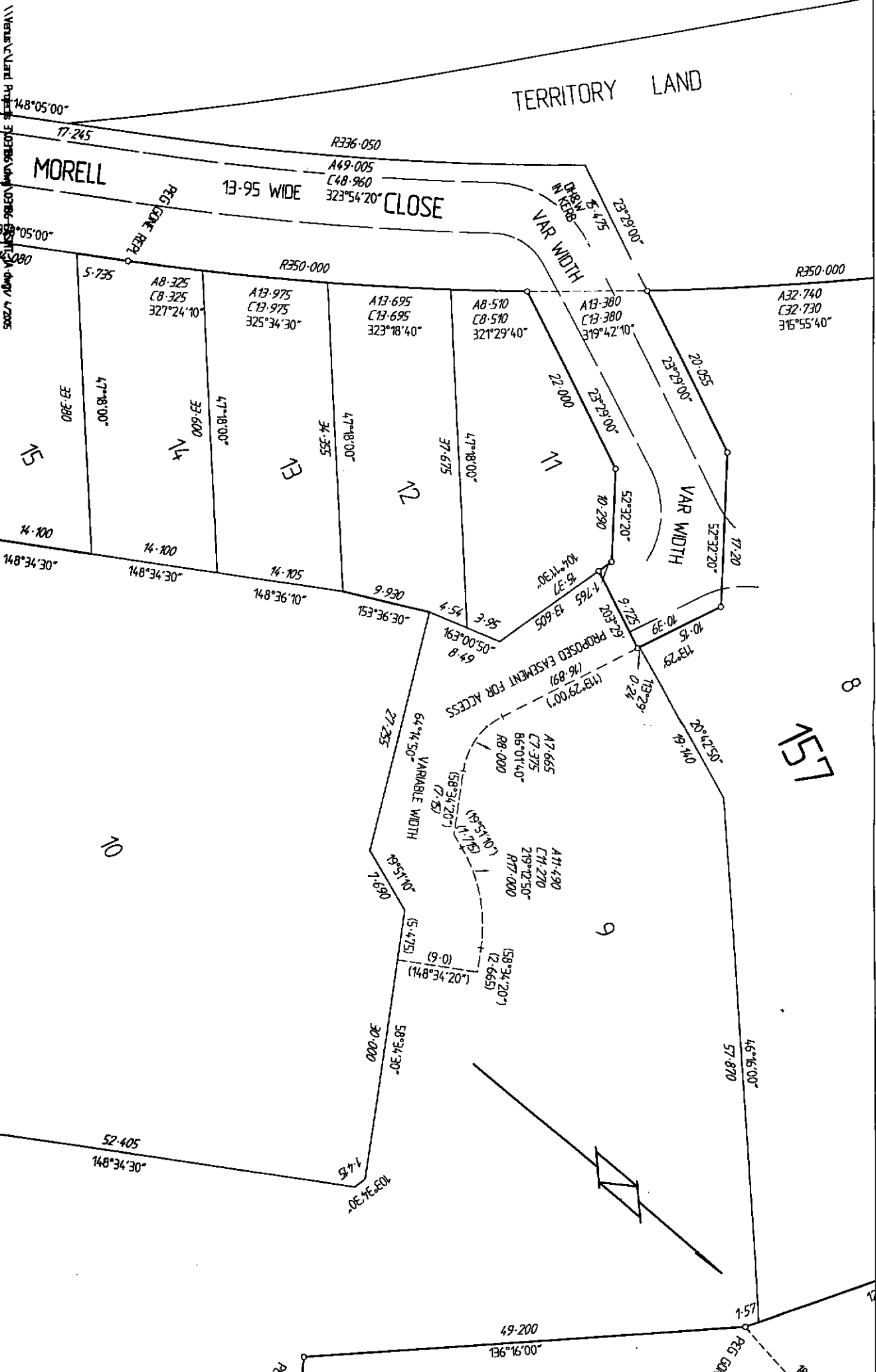


Persons Authorised

THE COMMON SEAL of THE)
PROPRIETORS OF UNITS PLAN 2435)
was hereunto affixed by authority)
of and in the presence of:)



TERRITORY LAND



NOTES:
 1 NO INVESTIGATION HAS BEEN MADE FOR ANY SUBTERRANEAN ENCROACHMENTS OF SERVICES OR BUILDINGS UPON THE SITE
 2 THERE HAS BEEN NO INVESTIGATION OF TITLE. IT IS RECOMMENDED THAT THE CLIENT INVESTIGATE THE TITLE BEFORE PROCEEDING



SCOTT D MCNIVEN & ASSOCIATES
 CONSULTING LAND & ENGINEERING SURVEYORS
 8 SHORT PLACE, PLYMOUTH, ACT 2607
 TEL: (02) 6880 1888
 FAX: (02) 6880 0140
 Email: scott@scottmcniven.com.au

CURT	PROJECT
SCALE 1:400	BLK 9 SEC 157 BELCONNEN
DATE 1/14/05	TITLE PROPOSED EASEMENT FOR ACCESS
JOB NO. 031/05	DRAWING NO.
QUALITY SDM	

COULTER VAR WIDTH DRIVE

697 FD
ACT GSD PLAN
RM 2908

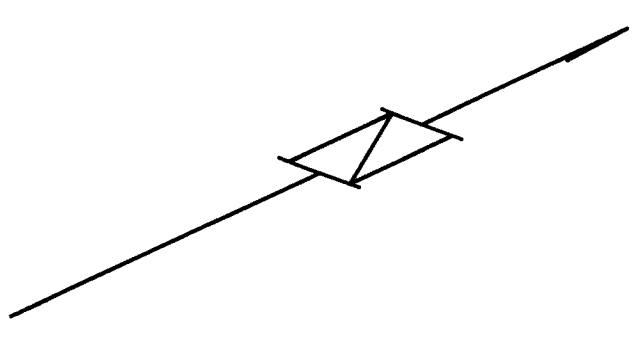
ACT GSD PLAN
RM 2909
698 FD

ACT GSD PLAN
RM 2909
699 FD

700 FD
ACT GSD PLAN
RM 2909



SG/PG	COORDINATES OF REFERENCE MARKS	
CRM	E	N
697	204431.800	609608.090
698	204498.225	609760.950
699	204584.840	609725.455
700	204666.360	609668.855
701	204659.320	609591.870
702	204650.610	609508.635
704	204536.070	609535.160



ADJOINS SHEET 2

THIS IS SHEET 1 OF MY PLAN IN 2 SHEETS

- REFERENCE MARKS
- ⊙ Denotes GIP in road 1.83 radially from TP
 - ⊙ CB 305 TP
 - ⊙ PLAQUE IN KERB
 - ⊙ DEEP DRIVEN ROD
 - ⊙ DH&W IN KERB
- (Except as otherwise shown)

Azimuth: A-B (Strom)

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

Field Books:

I SCOTT D McNIVEN of 8 SHOUT PLACE, PEARCE a surveyor registered under the Surveyors Act 2001 hereby certify that the survey represented on this plan is accurate and has been made in accordance with Surveyors Practice Directions 2003 and was completed on 19TH NOVEMBER 2003

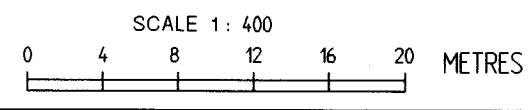
(Signature) *[Signature]* 20/11/03

Surveyor registered under the Surveyors Act 2001

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

[Signature]
18.12.2003
Commissioner for Surveys

PLAN OF
BLOCKS 8-23 SECTION 157
BEING A SUBDIVISION OF BLOCK 6
DIVISION: BELCONNEN
DISTRICT: BELCONNEN
AUSTRALIAN CAPITAL TERRITORY



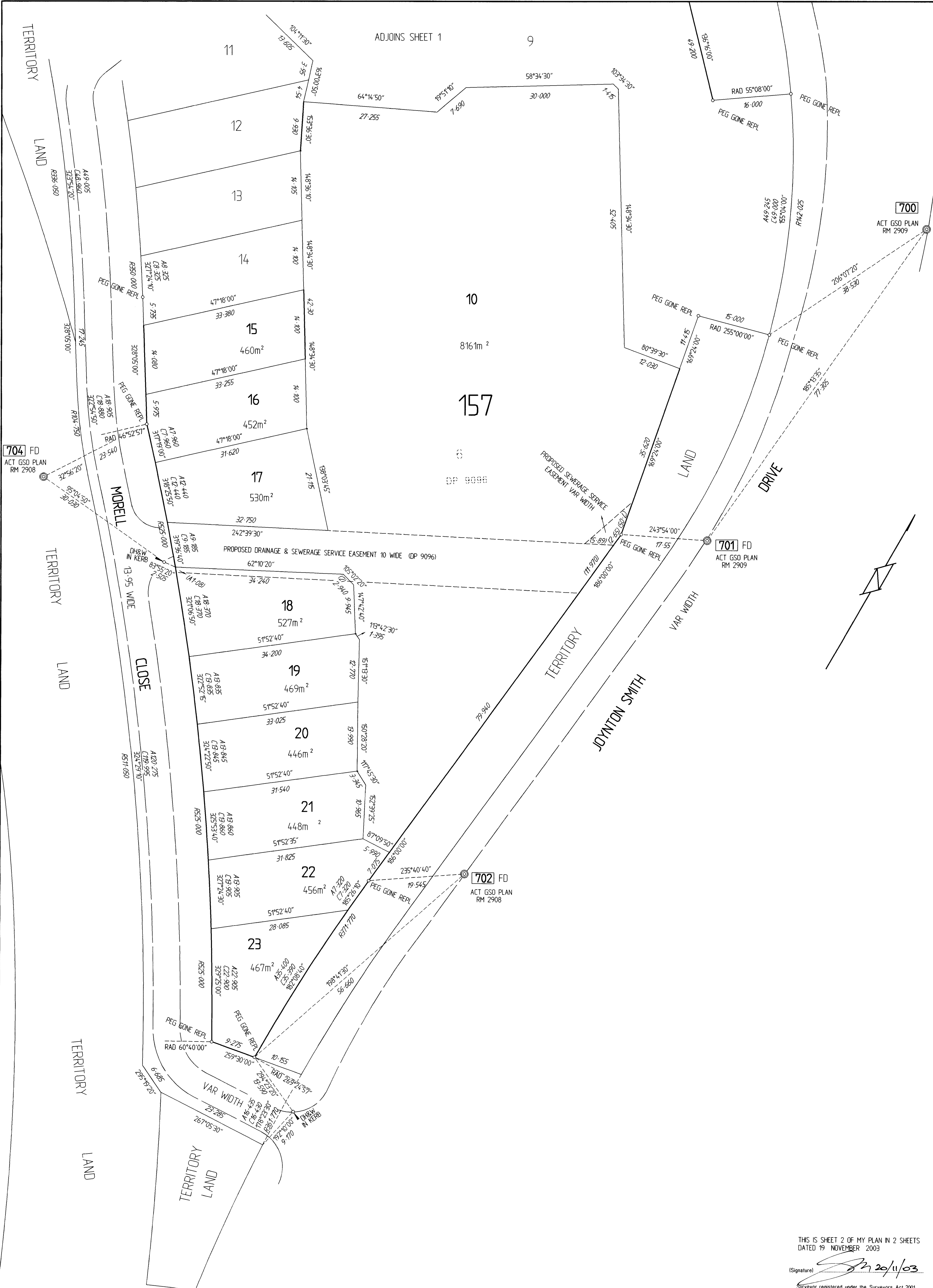
Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory the THIRTIETH day of JANUARY 2004 at minutes past TWO o'clock in the AFTER noon

Approved *[Signature]*
Andrew Taylor
Registrar-General

DEPOSITED PLAN
9984/1
AMENDS DP 9096

*R Adc

X1702/A



704 FD
ACT GSO PLAN
RM 2908

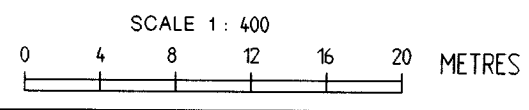
701 FD
ACT GSO PLAN
RM 2909

702 FD
ACT GSO PLAN
RM 2908

THIS IS SHEET 2 OF MY PLAN IN 2 SHEETS
DATED 19 NOVEMBER 2003

(Signature) *[Signature]*
Surveyor registered under the Surveyors Act 2001

DEPOSITED PLAN
9984\2
AMENDS DP 9096



X17021/2A



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	20	Block	9	Section	157	Suburb	BELCONNEN
-------------	-----------	--------------	----------	----------------	------------	---------------	------------------

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? Certificate Number: 59981	()	(X)
(N/A ex-Government House) <input type="checkbox"/>		
Dated: 02-JUN-05		
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

Date: 05-JUN-26 10:38:33

E-mail Address :

actenquiries@infotrack.com.au

Client Reference :

GF0242 - 196524883



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

05-JUN-2026 10:38

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

Page 1 of 2

INFORMATION ABOUT THE PROPERTY

BELCONNEN Section 157/Block 9/Unit 20

Building Class: A

Area(m2): 4,760.8

Unimproved Value: \$3,500,000

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.

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

No Applications Found.

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

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

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.

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.



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

05-JUN-2026 10:38

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 2

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 -----

UNITS PLAN NO

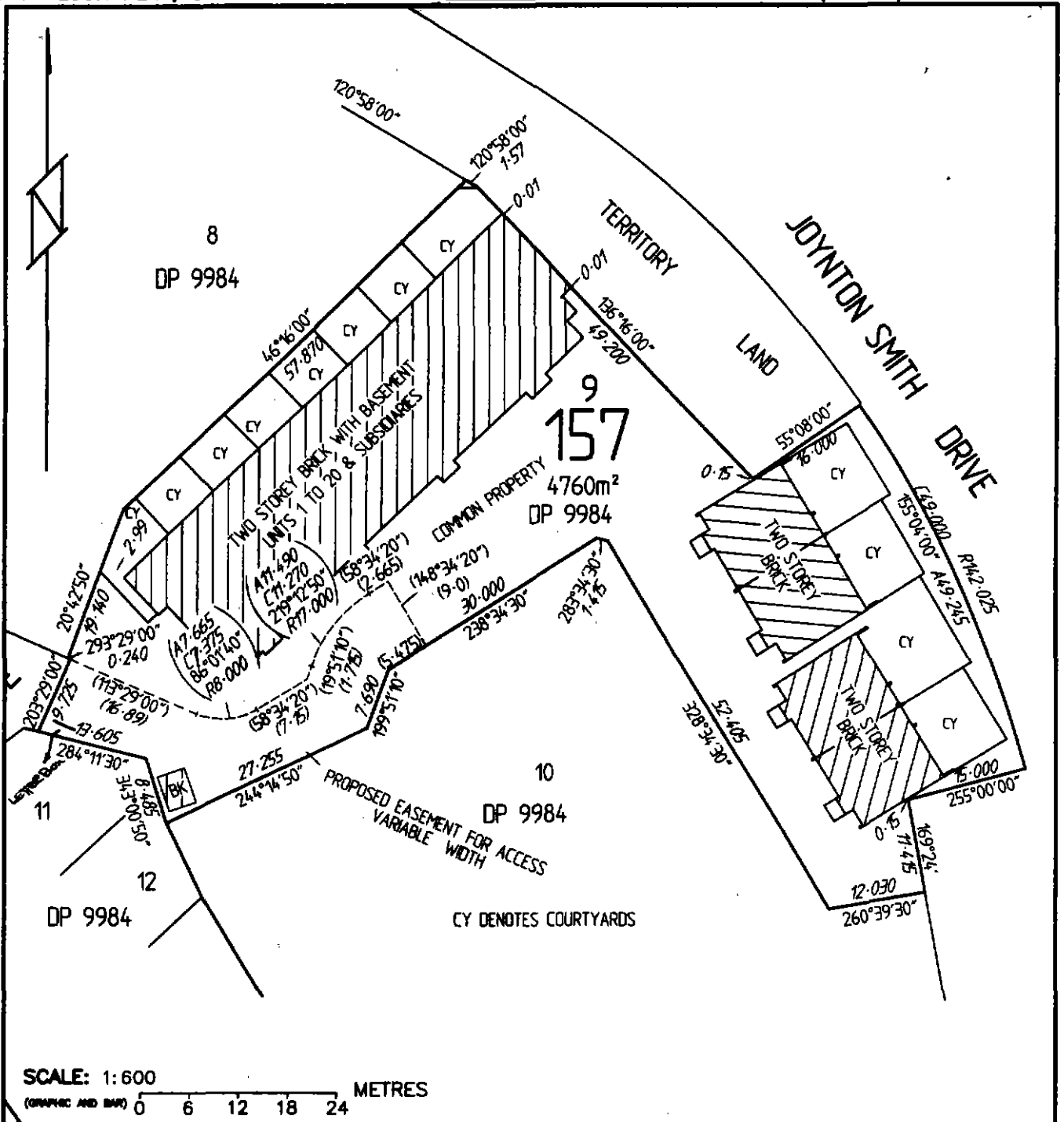
2809

1. LAND





DISTRICT/DIVISION	SECTION	BLOCK
BELCONNEN	157	9

2. SITE PLAN FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER _____ 4. CLASS OF UNITS (A or B) A



5. EXECUTION

  Applicant	 Surveyor	 Phil Bozykowski Delegate of the Authority/Executive
---	---	---

XUP 18264



SD

Form 087

SURVEYOR'S DECLARATION

1. LAND

Vol: Fol	District/Division	Section	Block	Deposited Plan No	Unit Plan No
1681:51	BELCONNEN	157	9	9984	2809

2. NAME OF MANAGER / OWNERS CORPORATION AND ADDRESS FOR SERVICE OF NOTICES

Independent Body Corporate
GPO Box 1539 Canberra ACT 2601

3. SURVEYOR'S DECLARATION

I SCOTT DAVID McNIVEN

Of 8 SHOUT PLACE PEARCE ACT 2607

A surveyor registered under the Surveyors Act 2001, hereby certify that -

- 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 20TH OCTOBER 2004
- The said survey is in accordance with the following Acts -
 - Unit Titles Act 2001;
 - Land Titles (Unit Titles) Act 1970;
 - Land Titles Act 1925; and
 Any regulations made under those Acts, and is in accordance with the Surveyors Practice Directions 2003.

CROSS OUT EITHER OF ITEM 3 OR 3(a)-3(c), WHICHEVER DOES NOT APPLY

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

OR

3(a), 3(b), 3(c)

- ~~(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 any material 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 appurtenance to the parcel.~~

4. Where an expression used in this form is defined in the Unit Titles Act 2001, that expression has the same meaning as in that Act.

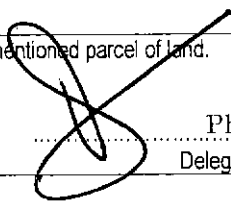
Dated this TWENTY FIRST..... day of OCTOBER2004


 Signature of Registered Surveyor

4. APPROVAL UNDER UNIT TITLES ACT 2001

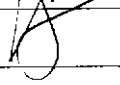
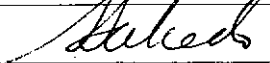


Approved under the Unit Titles Act 2001 as the Units Plan for the subdivision of the abovementioned parcel of land.

Dated this FIFTH..... day of MAY.....2005


 Phil Bozykowski

Delegate of the Authority / Executive

5. OFFICE USE ONLY

Lodged by		Registered by	
Examined by		Registration Date	10 MAY 2005
Data Entered by			


 D. O'Keefe

UNITS PLAN NO

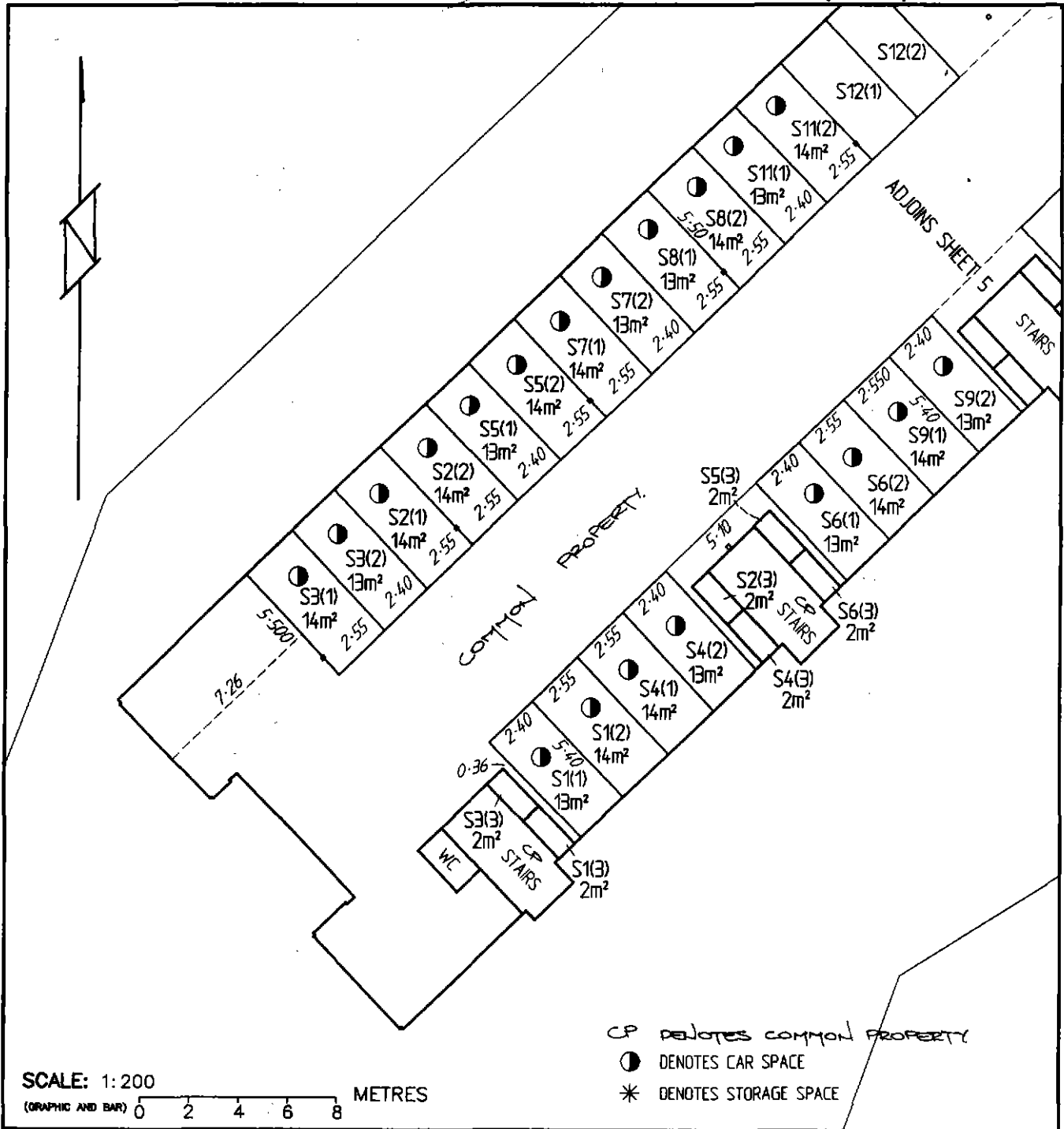
2809
.....

1. LAND




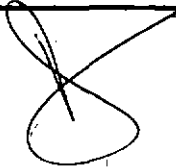
DISTRICT/DIVISION	SECTION	BLOCK
BELCONNEN	157	9

2. SITE PLAN FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT 4. CLASS OF UNITS (A or B) A



5. EXECUTION

  <p>Applicant</p>	 <p>Surveyor</p>	 <p>Phil Bozykowski Delegate of the Authority/Executive</p>
--	---	--

UNITS PLAN NO

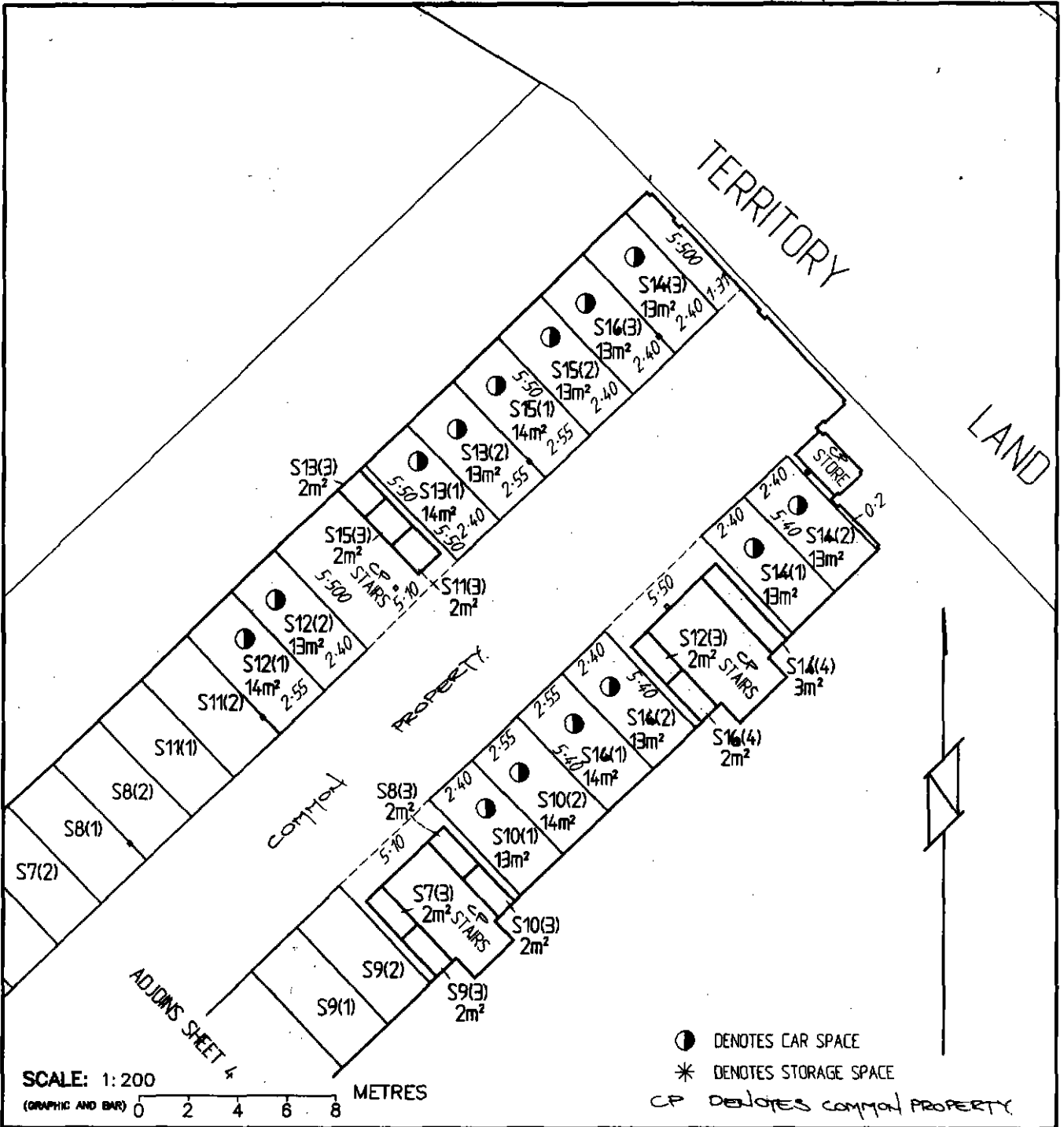
2809
.....

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
BELCONNEN	157	9

2. SITE PLAN FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT 4. CLASS OF UNITS (A or B) A



5. EXECUTION

<p>O'Kaffe Applicant</p>	<p>Surveyor</p>	<p>Phil Bozykowski Delegate of the Authority/Executive</p>
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UNITS PLAN NO

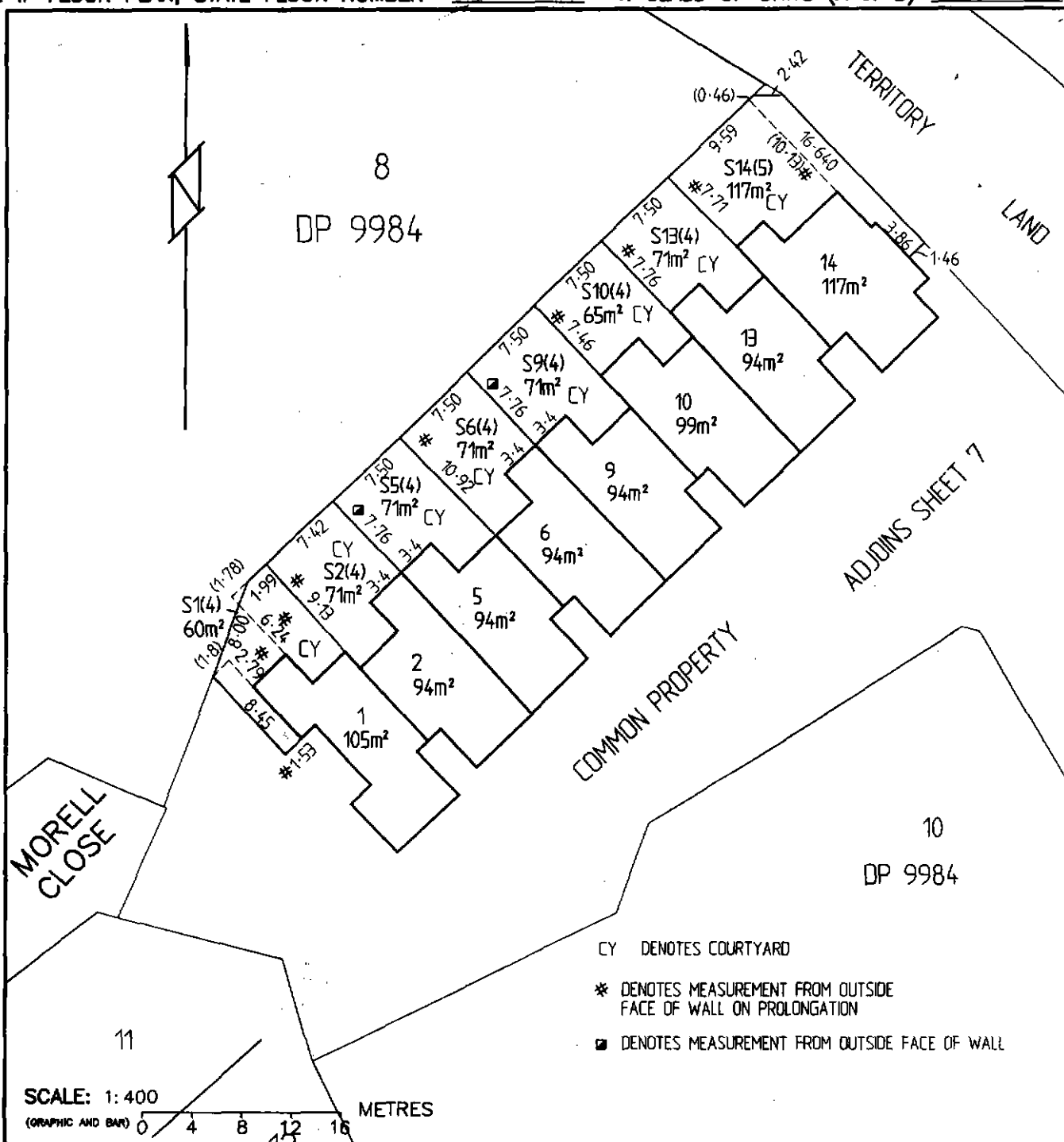
2809
.....

1. LAND



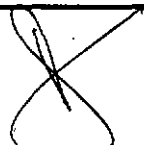
DISTRICT/DIVISION	SECTION	BLOCK
BELCONNEN	157	9

2. SITE PLAN FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT 4. CLASS OF UNITS (A or B) A



5. EXECUTION

 <p>Applicant</p>	 <p>Surveyor</p>	 <p>Phil Bozykowski Delegate of the Authority/Executive</p>
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UNITS PLAN NO

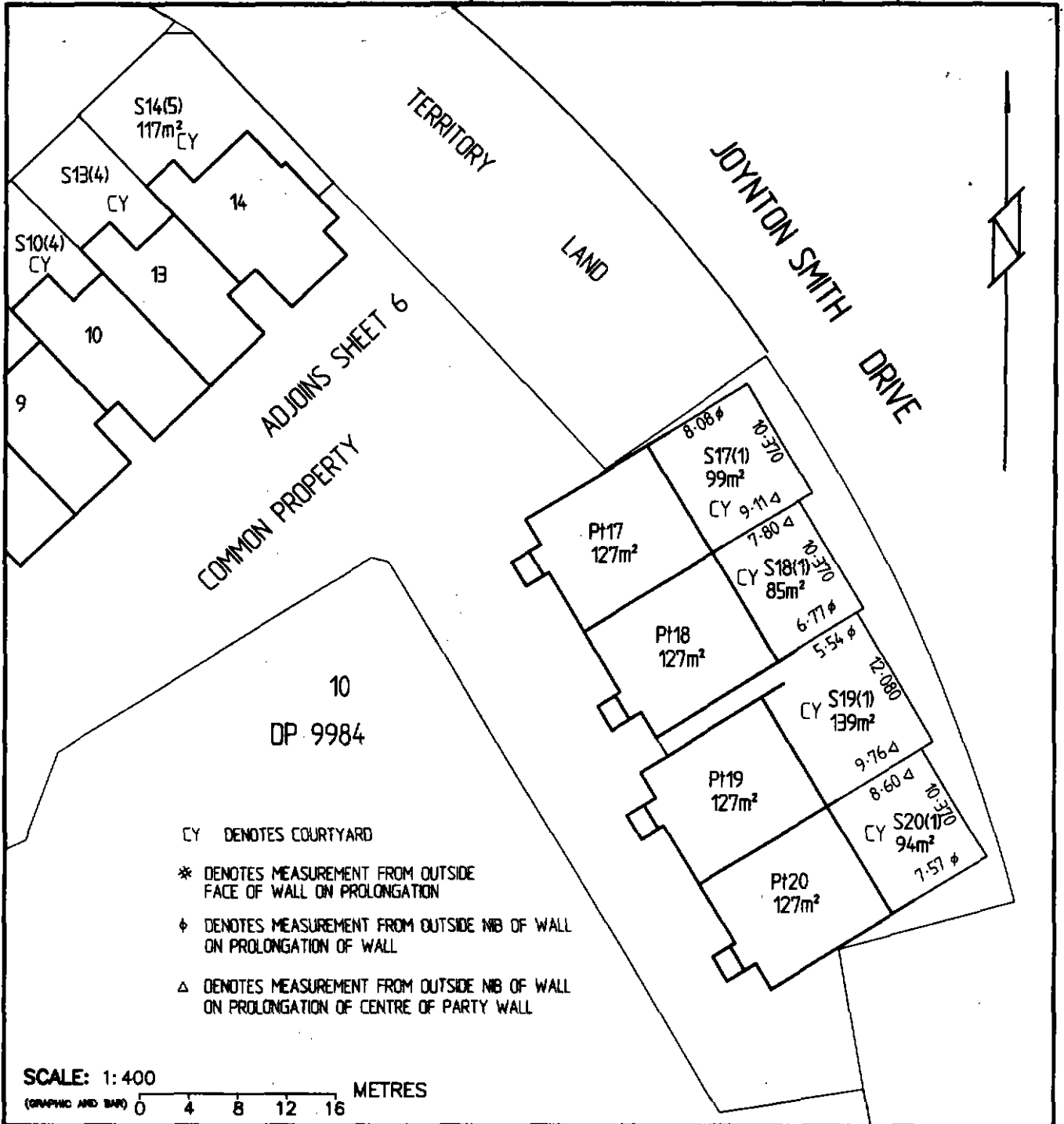
2809
.....

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
BELCONNEN	157	9

2. SITE PLAN FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER GROUND 4. CLASS OF UNITS (A or B) A



5. EXECUTION

<p>Approved</p>	<p>Surveyor</p>	<p>Phil Bozykowski Delegate of the Authority/Executive</p>
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UNITS PLAN NO

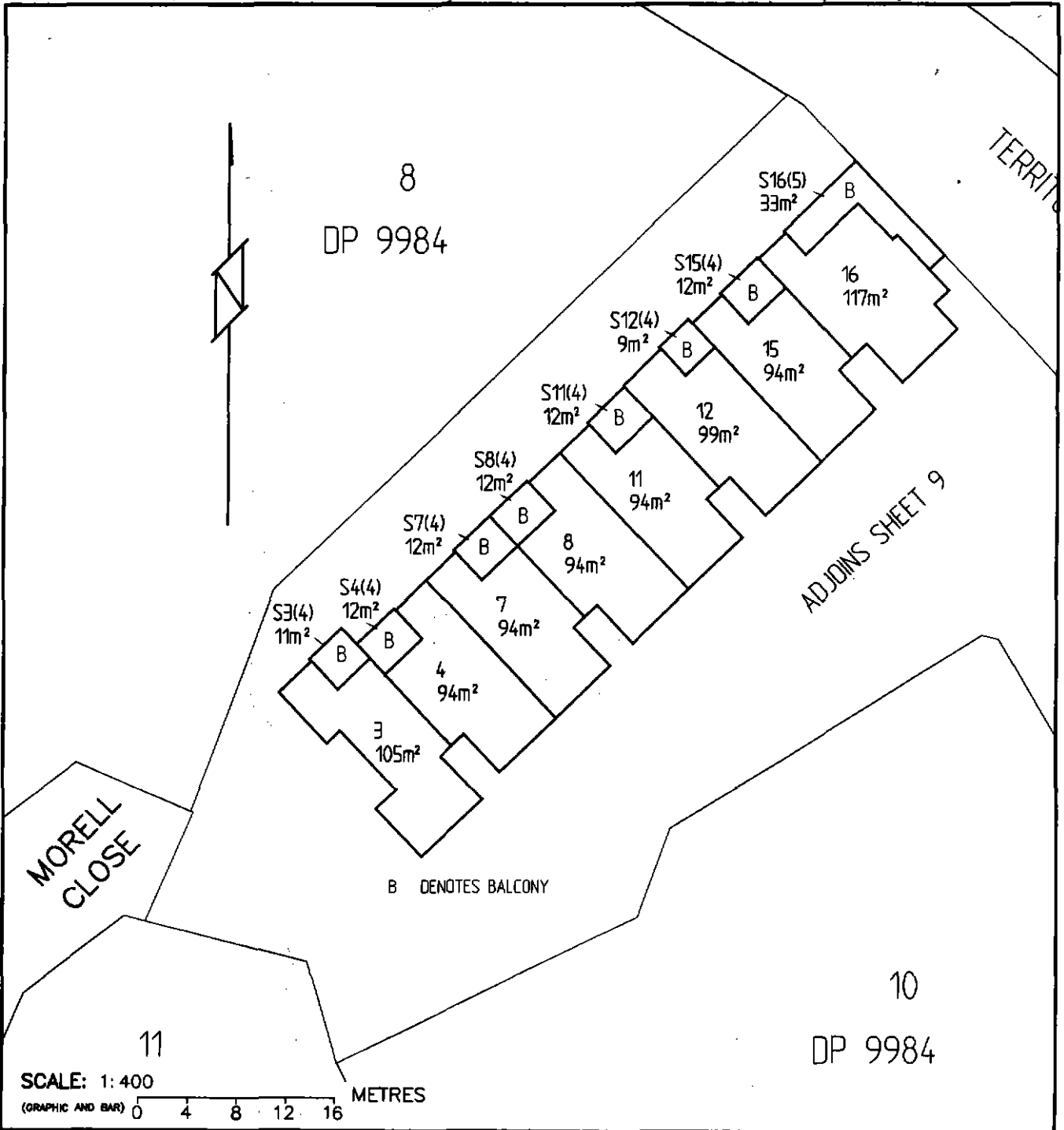
2809
.....

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
BELCONNEN	157	9

2. SITE PLAN FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER FIRST 4. CLASS OF UNITS (A or B) A



5. EXECUTION

<p>Applicant</p>	<p>Surveyor</p>	<p>Phil Bozykowski Delegate of the Authority/Executive</p>
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UNITS PLAN NO

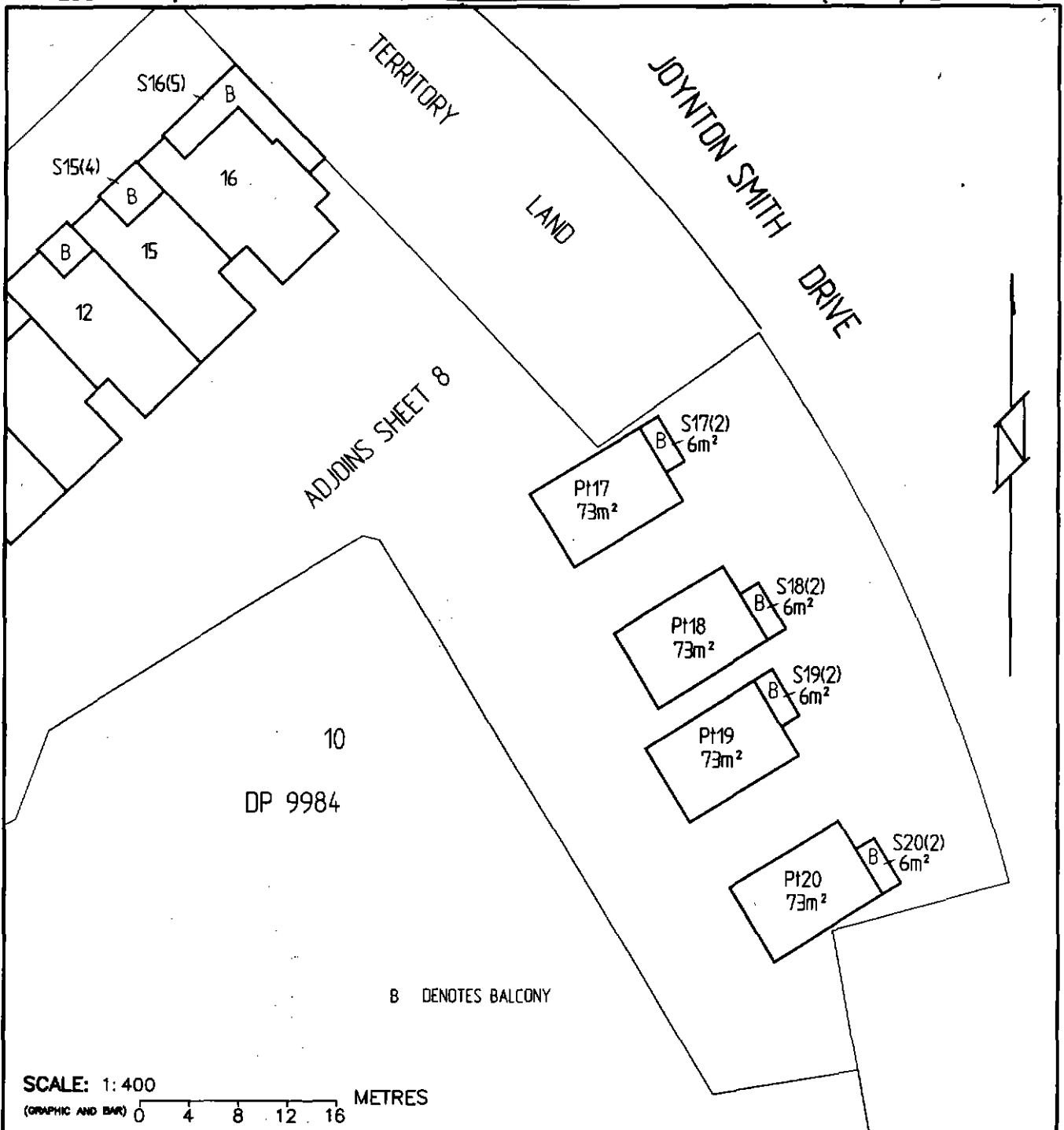
2809
.....

1. LAND





DISTRICT/DIVISION	SECTION	BLOCK
BELCONNEN	157	9

2. SITE PLAN FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER FIRST 4. CLASS OF UNITS (A or B) A



5. EXECUTION

  Applicant	 Surveyor	 Phil Bozykowski Delegate of the Authority/Executive
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FORM 4

Revised 1/7/03

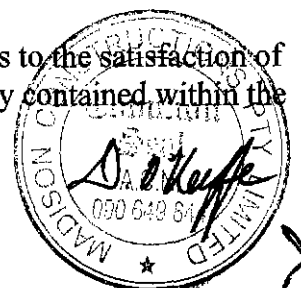
Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 2809

Block 9 Section 157 Division of BELCONNEN

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

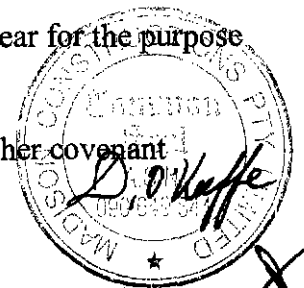
1. The term of the lease of each of the units expires on the sixth day of January Two Thousand one hundred and three.
2. The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded.
3. Each of the Lessees of Units Nos. 1 – 20 inclusive covenants with the Planning and Land Authority (“the Authority”) on behalf of the Commonwealth of Australia (“the Commonwealth”) in respect of the 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) that the Lessee shall on or before the sixth day of January Two thousand and six or within such further time as may be approved in writing by the Authority complete the erection of the unit (with the necessary and usual appurtenances outbuildings and fences) in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority and in accordance with every Statute Ordinance or Regulation applicable thereto;
 - (c) to use the unit as a single dwelling only;
 - (d) not to use any unit subsidiary to that unit as a habitation;
 - (e) not to make any structural alterations to the unit or any unit subsidiary thereto without the previous approval in writing of the Authority;
 - (f) the Lessee shall not without the previous consent in writing of the Authority remove any tree to which the Tree protection (Interim Scheme) Act 2001 or any Act in substitution therefore applies;
 - (g) 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;



- (h) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority the unit and any unit subsidiary to that unit excluding any defined parts under the provisions of the Unit Titles Act 2001;
- (i) 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;
- (j) to permit any person or persons authorised by the Authority to enter the unit or unit subsidiary at all reasonable times and in any reasonable manner and inspect the unit and unit subsidiary;
- (k) to pay to the Authority or any statutory authority the proportion being 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 Land (Planning and Environment) Act 1991 and the Unit Titles Act 2001.

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 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) the unit to be constructed by the Lessee pursuant to this lease is not completed by the Lessee within the time specified in Clause 3(b);
 - (ii) the unit is at any time not used for a period of one year for the purpose for which this lease is granted; or
 - (iii) the Lessee shall commit or suffer a breach of any other covenant contained or implied in this 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 any extension of terms for all the leases shall be in accordance with the provisions of the Land (Planning and Environment) Act 1991;
- (d) 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;
- (e) any and every right power and or remedy conferred on the Commonwealth or Territory hereunder 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) the authority or person to whom the Authority has delegated all its powers or functions under the Planning and Land Act 2002 or any Statute Ordinance or Regulation substituted therefore.

5. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 7 of the Planning and Land Act 2002;
- (b) "building" means any building or structure as those terms are defined in section 222 of the Land (Planning and Environment) Act 1991 which requires approval under Part 6 of that Act;
- (c) "dwelling" means a building or part of a building used as a self contained residence which must include:
- food preparation facilities;
 - a bath or shower; and
 - a closet pan and wash basin.

It includes outbuildings and works normal to a dwelling;

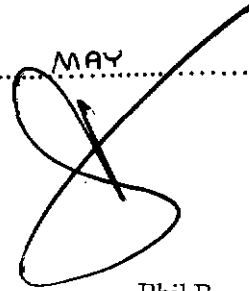


- (d) "Lessee" shall -
- (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of 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) "outbuilding" means a shed garage or similar structure which is ancillary to the permitted use of the parcel as specified in clause 3(c) or this Form;
- (f) "premises" means the land building and all other improvements on the parcel;
- (g) "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);
- (h) "unit" means the leased land and the building and other improvements including any unit subsidiaries constructed or to be constructed on a part of the relevant parcel shown on the Units Plan as a unit.
- (i) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;
- (j) words in the singular include the plural and vice versa;
- (k) words importing one gender include the other genders.



6. Each of the Lessees of Units Nos. 1 – 20 inclusive acknowledges that the building or buildings erected on the parcel of land defined as Block 9 Section 157 Division of BELCONNEN on Deposited Plan Number 9984 in the Registrar-General's Office at Canberra in the Australian Capital Territory shall contain not more than twenty two (22) dwellings in total.

DATED the.....FIFTH..... day of.....MAY..... 2005.



Phil Bozykowski
a delegate of the Planning and Land
Authority in exercising its functions

Lessee: MADISON CONSTRUCTIONS PTY LIMITED A.C.N. 090 649 844

The Common Seal of MADISON
CONSTRUCTIONS
Pty. Limited was hereunto affixed
pursuant to a resolution of the
directors and in the presence of:



SOLE DIRECTOR



FORM 5

Revised 1/7/03

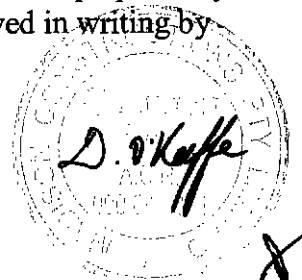
Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 2809

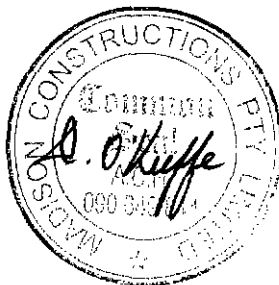
Block 9 Section 157 Division of BELCONNEN

**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 January Two Thousand one hundred and three.
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. 2809 ("the Owners Corporation") covenant 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 permit the builders their servants and agents to build construct erect and provide by the sixth day of January Two thousand and six or within such further time as may be approved in writing by the Authority the following services and facilities on the common property:
 - (i) storage areas covered car parking hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants water supply pipes hardstanding car parking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives in accordance with plans and specifications prepared by the builders and previously submitted to and approved in writing by the Authority;
 - (ii) landscaping work in accordance with plans and specifications prepared by the builders and previously submitted to and approved in writing by the Authority;
 - (iii) all necessary electrical and telephone cables and wires to be placed underground in accordance with plans and specifications prepared by the builders and previously submitted to and approved in writing by the Authority;



- (iv) all other necessary improvements and services that the Authority may require the builders to build erect construct or provide;
- (c) to use the common property for some or all of the following uses; car parking, 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;
- (d) the Owners Corporation shall not without the previous consent in writing of the Authority remove any tree to which the Tree protection (Interim Scheme) Act 2001 or any Act in substitution therefore applies;
- (e) 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;
- (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 car parking hardstanding car parking 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 paragraph (e) 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 car parking hardstanding car parking 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



8

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.

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

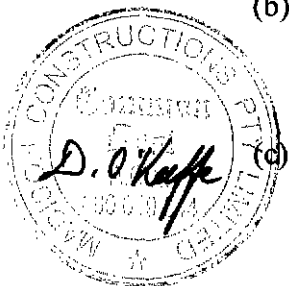
- (a) that if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Owners Corporation in respect of any breach of the covenants on the part of the Owners Corporation to be observed or performed;
- (b) that any extension of terms for all the leases shall be in accordance with the provisions of the Land (Planning and Environment) Act 1991;
- (c) any and every right power and or remedy conferred on the Commonwealth or Territory hereunder 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) the authority or person to whom the Authority has delegated all its powers or functions under the Planning and Land Act 2002 or any Statute Ordinance or Regulation substituted therefore.

5. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 7 of the Planning and Land Act 2002;

- (b) "builders" means MADISONS CONSTRUCTIONS PTY LIMITED of PO Box 3285 BMDC Belconnen ACT their servants and agents and the servants and agents of each of them;

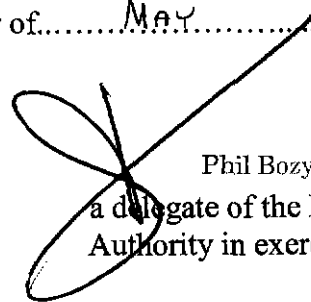
"building" means any building or structure as those terms are defined in section 222 of the Land (Planning and Environment) Act 1991 which requires approval under Part 6 of that Act;



- (d) "premises" means the land building and all other improvements on the parcel;
- (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.

6. The Owners - Units Plan No. 2809 acknowledges that the building or buildings erected on the parcel of land defined as Block 9 Section 157 Division of BELCONNEN on Deposited Plan Number 9984 in the Registrar-General's Office at Canberra in the Australian Capital Territory shall contain not more than twenty two (22) dwellings in total.

DATED the.....FIFTH..... day of.....MAY..... 2005.


Phil Bozykowski
a delegate of the Planning and Land
Authority in exercising its functions

Lessee: MADISON CONSTRUCTIONS PTY LIMITED A.C.N. 090 649 844

The Common Seal of MADISON CONSTRUCTIONS Pty. Limited was herunto affixed pursuant to a resolution of the directors and in the presence of:



Sole Director

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

The Owners - Units Plan No. 2809

Unit No: 20 Lot No: 20

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: **599**
Total Building Entitlements: **10,000**

Managing Agent

Name and address of manager (if any) appointed under Section 50 is: **LMM Solutions Pty Ltd
Level 1, 26 Thynne Street
BRUCE ACT 2617**

Contact Phone Number: **02 5110 3200**

Corporation's records can be inspected at

Address: **LMM Solutions Pty Ltd
Level 1, 26 Thynne Street
BRUCE ACT 2617**

Contact Phone Number: **02 5110 3200**

Members of Corporation's executive committee

Office	Name	Address
Chairperson	Mr Nick Forostenko	PO Box 6209 O'CONNOR ACT 2602
Secretary	Mr Ross Canning	16/34 Morell Close BELCONNEN ACT 2617
Treasurer	Mr Thomas David Arthur	20/34 Morell Close BELCONNEN ACT 2617
Committee	Mrs Beverley Lawrence	18/34 Morell Close BELCONNEN ACT 2617
	Ms Katrina Maree Forostenko	PO Box 6209 O'CONNOR ACT 2602

Funds Details

Contributions payable to Administration Fund:

Total amount last determined with respect of the unit **\$7,511.44**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/07/25 to 30/09/25	1,877.86	01/09/25	02/08/25	0.00	01/09/25
01/10/25 to 31/12/25	1,877.86	01/12/25	10/11/25	0.00	01/12/25
01/01/26 to 31/03/26	1,877.86	01/03/26	02/02/26	0.00	01/03/26
01/04/26 to 30/06/26	1,877.86	01/06/26	27/04/26	0.00	01/06/26

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 2809 - Unit 20

Amount (if any) outstanding (credit shown with -) **(\$548.53)**

Paid to **30/06/26**

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 **\$2,569.72**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/07/25 to 30/09/25	642.43	01/09/25	28/08/25	0.00	01/09/25
01/10/25 to 31/12/25	642.43	01/12/25	24/11/25	0.00	01/12/25
01/01/26 to 31/03/26	642.43	01/03/26	16/02/26	0.00	01/03/26
01/04/26 to 30/06/26	642.43	01/06/26	11/05/26	0.00	01/06/26

Amount (if any) outstanding (credit shown with -) **Nil**

Paid to **30/06/26**

Special contributions payable to Sinking Fund:

Purpose	Amount	Due Date	Date Paid	Discount	If Paid By
---------	--------	----------	-----------	----------	------------

Amount (if any) outstanding (credit shown with -) **Nil**

Other Levies

Purpose	Period	Amount	Due Date	Date Paid	Discount	If Paid By
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Amount (if any) outstanding (credit shown with -) **Nil**

Other amounts owing

Purpose	Fund	Amount	Interest Owing Due Date	Amount Due
Rate of interest payable 10.00 per cent				Nil

Amount (if any) outstanding (credit shown with -) **Nil**

Total amount due and payable as at the date of this Certificate (credit shown with -): **(\$548.53)**

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 2809 - Unit 20

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> isStrata	ISRSC/0006534	18,355,847.00	18/04/27	22/04/26	29,488.21
<i>LOSS OF RENT</i> isStrata	ISRSC/0006534	2,753,377.00	18/04/27	22/04/26	29,488.21
<i>CATASTROPHE</i> isStrata	ISRSC/0006534	2,753,377.00	18/04/27	22/04/26	29,488.21
<i>PUBLIC LIABILITY</i> isStrata	ISRSC/0006534	20,000,000.00	18/04/27	22/04/26	29,488.21
<i>FIDELITY GUARANTEE</i> isStrata	ISRSC/0006534	100,000.00	18/04/27	22/04/26	29,488.21
<i>OFFICE BEARERS</i> isStrata	ISRSC/0006534	5,000,000.00	18/04/27	22/04/26	29,488.21
<i>VOLUNTARY WORKERS</i> isStrata	ISRSC/0006534	\$200,000 / \$2,000	18/04/27	22/04/26	29,488.21
<i>GOVT AUDIT COSTS</i> isStrata	ISRSC/0006534	30,000.00	18/04/27	22/04/26	29,488.21
<i>LEGAL EXPENSES</i> isStrata	ISRSC/0006534	50,000.00	18/04/27	22/04/26	29,488.21
<i>WORKPLACE H&S</i> isStrata	ISRSC/0006534	150,000.00	18/04/27	22/04/26	29,488.21
<i>MACHINERY BREAKDOWN</i> isStrata	ISRSC/0006534	Not Insured	18/04/27	22/04/26	29,488.21
<i>LOT OWNERS IMPROVE</i> isStrata	ISRSC/0006534	10% of BSI	18/04/27	22/04/26	29,488.21
<i>WORKERS COMPENSATION</i> isStrata	ISRSC/0006534	Not Included	18/04/27	22/04/26	29,488.21

Fund Balances

Balances as at: 04 June 2026

Administrative Fund	17,465.37
Sinking Fund	111,200.49

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 2809 - Unit 20

Developer Control Period

Developer Control Period Expiry Date: 10 May 2005

Borrowed Money

Whether the corporation has borrowed money and the details of those borrowings:

NIL

Sustainability Infrastructure

Whether the corporation has installed sustainability infrastructure and who owns it:

NONE

Crown Lease Extension Application

Whether the corporation has applied to the Planning and Land Authority for an extension of the crown lease:

NOT APPLICABLE

Ongoing Development Approval

Whether the units plan is subject to ongoing Development Approval conditions:

NONE

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 2809 - Unit 20

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

None

(ii) The name of the embedded network provider

Not Applicable

This certificate has been prepared by LMM Solutions pursuant to delegated management authority granted by the Owners Corporation. The information contained herein is accurate and complete to the best of our knowledge as at the date specified below.

Dated at Canberra the **04 June 2026**



Strata Management
For the client experience you deserve!

PO Box 884
Gungahlin ACT 2912

P 02 5110 3200
E enquiries@LMMsolutions.com.au

31 July 2025

To all Owners
UP2809 – Jarrah
34 Morell Close
BELCONNEN ACT 2617

Dear Owner

UP2809 - JARRAH
Minutes of Annual General Meeting 2025

Further to the recent Annual General Meeting for your development, please find enclosed the Minutes of that meeting.

If you have any queries or require clarification of items contained in the Minutes, please feel free to contact me.

Yours faithfully

Lauren Upton
Director | Owner
Cert IV in Property Services (Operations)
LMM Solutions Pty Ltd

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MINUTES OF ANNUAL GENERAL MEETING 2025

UNITS PLAN 2809 - JARRAH

34 MORELL CLOSE, BELCONNEN

Held: Wednesday, 30 July 2025 at 6.00 pm.

Location: Level 1, 26 Thynne Street, Bruce and via Teleconference.

Present in person: B White (Unit 8), Mr N Forostenko (Unit 10 & 12), K Forostenko (Unit 12), N Gentle (Unit 14), F Gourlay (Unit 17), B Henry (Unit 18) and T Arthur (Unit 20).
L Upton representing LMM Solutions Pty Ltd.

Present online: S Smith (Unit 2) and R Canning (Unit 16).

Proxies: C Beaumont (Unit 1) – held by Chair, A & R Maia (Unit 6) – held by N Forostenko, L Moody (Unit 9) – held by W Moody and W & E Watson (Unit 19) – held by T Arthur.

Absentees: None.

Apologies: None.

Chair: Mr N Forostenko was elected chairperson for the meeting.
Owners present agreed that the Manager conduct the formalities for the meeting and draft the Minutes for the consideration of the appointed Executive Committee.

Quorum: A standard quorum was present and the meeting proceeded.

OVERVIEW OF REQUIRED AGENDA ITEMS

MOTION 1: It was resolved that the Owners Corporation of UP2809 confirm that they have reviewed each of the tabled items (as per Notice). **CARRIED**

MINUTES

MOTION 2: It was resolved that the Minutes of the previous Annual General Meeting be confirmed as a true and accurate record of the proceedings of the meeting. **CARRIED**

Matters arising from Minutes

None.

INSURANCE

Those present agreed that the current cover appeared adequate at this time.

INSURANCE VALUATION

MOTION 3: It was resolved that the Owners Corporation of UP2809 authorise the Manager to obtain an insurance valuation in consultation with the Executive Committee and adjust the building insurance in accordance with the valuation. **CARRIED**

ACCEPTANCE OF FINANCIAL STATEMENTS

MOTION 4: It was resolved that the Owners Corporation of UP2809 accept the financial statements as presented. **CARRIED**

BUDGET DEBATE

Administrative Fund

MOTION 5: It was resolved that the proposed Administrative Fund contribution of \$114,000.00 (excl. GST) and expenditure amount of \$105,000.00 (excl. GST) be adopted. **CARRIED**

Sinking Fund

MOTION 6: It was resolved that the proposed Sinking Fund contribution of \$39,000.00 (excl. GST) and expenditure amount of \$33,780.91 (excl. GST) be adopted. **CARRIED**

Administrative and Sinking Fund Levy Contribution

MOTION 7: It was resolved that the Owners Corporation determine a levy equal to the approved budget for the twelve-month period, commencing 1 July 2025, and to be contributed in accordance with the unit entitlements with the instalment due dates to be:

	Payment periods		Payment due dates
	FROM	TO	
Levy 1	1 July 2025	30 September 2025	1 September 2025
Levy 2	1 October 2025	31 December 2025	1 December 2025
Levy 3	1 January 2026	31 March 2026	1 March 2026
Levy 4	1 April 2026	30 June 2026	1 June 2026

CARRIED

Important information: Owners are reminded that the approved budget motions and above levy due dates support the notice of contributions as legislated. The obligation of payment to your Owners Corporation falls to each Owner to know when their levies are due, and to pay on time to avoid interest and late fees.

REQUEST FOR CHANGES IN PAYMENT ENTITLEMENTS BY TOWNHOUSE OWNERS

A decisive and vigorous discussion took place among the Owners present, with strong opinions clearly expressed and debated – including:

- a. A statement read by F Gourlay:
As a preamble to this Motion I'd like to draw to Owners' attention the disparity in the levies paid by the townhouses (Units 17 to 20) we pay 23% of the total charge yet we represent 20% of the units. Only 33 of the 67 items listed in the Maintenance Schedule relate to the townhouses. In this light, I agree with the Motion to reappportion the charges.

- b. Information provided by T. Arthur outlining the rationale for excluding certain Administrative Fund expenditure items from the townhouse contributions. The justification is that the townhouses do not have access to the relevant areas and therefore do not derive any benefit from the associated services.
- c. N and K Forostenko challenged the notion that townhouse owners were unaware of their obligations and associated contribution costs, asserting that purchasers understood the scope of what they were buying into at the time of acquisition.
- d. The Manager confirmed that Jarrah is registered as an "A-Class" development under Legislation and has a clear statement of requirements of Owners to support expenditure in the best interests of all Owners.
- e. The Manager elaborated on the implications of the expenditure items outlined in the Motion, while cautioning that approving them could set a precedent that risks undermining the Owners Corporation's unity and collective responsibility

MOTION 8: That the Owners Corporation of UP2809 agree to the following:

- a. That Units 17, 18, 19 and 20 are excluded from contributing to expenditure items listed in the Administrative Fund, as detailed below:
 - i. *Cleaning* – which is for the foyer and stairwell cleaning in the unit block.
 - ii. *Fire protection contract and fire protection repairs and servicing* – which covers the fire extinguishers and smoke alarms in the stairwells of the unit block.
- b. That all future budgets exclude these items from the levies to be paid by the townhouse owners.
- c. That this agreement is recorded in the Default Rules of the Owners Corporation and registered with Land Titles, as Legislated. **FAILED**

Secretarial note - despite an initial count of responses, following further discussions (as outlined above) another count was undertaken which altered the initial responses. The final count was:

YES – 3

NO – 8

ABSTAIN - 1

DEFAULT RULES CHANGES

MOTION 9: It was resolved that as resolved at the 2016 Annual General Meeting, the Owners Corporation of UP2809 agreed to amend the Default Rules of the development to incorporate maintenance obligations for the garage door motors of the townhouses (Units 17 to 20) and for this amendment to be formally registered with Land Titles. **CARRIED**

ELECTION OF COMMITTEE

MOTION 10: It was resolved that the Owners Corporation of UP2809 nominates for 3 to 7 positions to form the Executive Committee until the next Annual General Meeting and confirms the election of the legislated positions. **CARRIED**

The following owners were elected to stand as Executive Committee Members until the next Annual General Meeting (a short meeting was convened at the conclusion of the AGM and the Executive Committee positions were appointed):

Chair -	N Forostenko	Member -	B Henry
Secretary -	R Canning	Member -	K Forostenko
Treasurer -	T Arthur		

It was resolved that the Executive Committee agrees to delegate the role of Secretary and Treasurer to the Manager [*refer signed Strata Management Agreement – "Appointment and Delegation of the Agent"*].

GENERAL BUSINESS

Pest spraying

F Gourlay confirmed with the Manager that the AGM Notice contained incorrect information, clarifying that discontinuation of spraying was not requested. Instead, Owners had asked to be notified prior to spraying of nearby developments due to potential spray drift.

The Manager confirmed that Jarrah residents are always advised before spraying and provided with relevant details. While there is no issue with extending this to nearby units, the Manager noted that without knowing who manages Magnolia Mews, such communication is not currently possible.

F Gourlay suggested contacting the pest control contractor, as it appears to be the same provider used by Jarrah. The Manager agreed to reach out and request that the contractor notify Jarrah's Manager when advising Magnolia Mews

Unit 5 Levy account arrears

Despite repeated attempts of the Manager to contact the unit owner – both by phone and email – do date the Owner has not responded. The Manager confirmed that fortnightly payments are being made however a payment plan request has not been submitted by the Owner nor will these payments bring the account up to date. In fact, the account would just get further and further in arrears.

The members present agreed to give the unit Owners until 31 August to get in touch with the Manager to discuss and make suitable arrangements which include formalising a payment plan. If contact is not made the matter will be placed in the hands of debt collection.

Foyer porticos

Committee members noted that the foyer portico ceiling was water damaged – this was shown to the Manager who subsequently contacted the roofing contractors (Sutton Roofing). They attended to inspect and confirmed that the downpipe headers were blocked with leaves which, most likely, was causing the overflow and damage. They confirmed that they had cleaned the gutters and were returning to seal some small areas. This will then need to be repaired and repainted.A

Toilet door lock

To provide bathroom access for on-site contractors, primarily the gardeners, the previous Committee requested that the Manager obtain a quote for installing a mechanical digital lock on the toilet door. The Manager received the quote earlier that afternoon, with the cost totalling \$1,289.00. The members present considered this amount excessive and instead requested that the

Manager arrange for a restricted key—granting access to that door only—to be issued to the gardeners.

Cleaning

The previous Committee raised concerns about a decline in cleaning standards over recent years. In response, the Manager informed them that the neighbouring development, Hakea, is planning to obtain three cleaning quotes. It was agreed that the Manager would also source three quotes for Jarrah, with the aim of potentially engaging the same contractor for both developments to achieve cost efficiencies.

Unit 11

Questions were asked by F Gourlay in regarding continuing/outstanding issues – namely:

- 1. For the benefit of other unit Owners, what is the sum of \$18,138.00 (second amount in the third column "OTHER" on page 23 of the Notice) made up of? Does it include the MV Law invoice totalling \$14,877.00? What is the Owners Corporation doing to recover this?*
- 2. With respect to the damage incurred by Unit 11 on the other unit Owners (not common property), have there been any claims by these other unit Owners against the Owners Corporation?*
- 3. Given that Housing ACT admitted liability to the damage to Unit 9, have they also admitted liability to the damage to Unit 10? If not, how is this matter being resolved?*

The Manager confirmed that these concerns were included in a document compiled for the information of Owners (please find attached) and that this should answer these questions including the breakdown of levy account fees outstanding for Unit 11.

The Manager will continue to monitor and manage the reported incidents which may include Rule Infringements (with added fees) and reports to the Police, if warranted and appropriate.

Finally, the Manager reiterates the importance of reporting any concerning behaviour by residents or their guests—regardless of how minor it may seem—to the Police. Residents are encouraged to contact Crime Stoppers on 1800 333 000 or Police Operations on 131 444 to report incidents and obtain a Job or Report number. This reference number must then be forwarded to the Manager. Providing this documentation is essential, as it enables the Owners Corporation to seek appropriate support from relevant authorities.

With no further business, the meeting closed at 8.16 pm.

New tenant took on residency about 9 May 2025 – moved in mid-month.

First reported incident, 22 May 2025.

1. Foyer door damage – 22 May 2025

Reported to HACT on 22 May 2025.

- a. WO sent to PMG 14/7/25 to reinforce all doors and replace the electric strike for the door at U9 to 12.
- b. The cost of the new electric strike will be charged to Unit 11 account.
- c. Awaiting response from contractor. SM followed up 2/8/25.

2. Outstanding account payments – to date

Levy	\$2,804.19	
RINs	\$770.00	
Debt Collection	\$415.00	
Interest	\$265.26	
Other	\$19,876.31	(inc. Human Rights legal fees + no access + SM Sch. B fees + balcony repairs difference + additional cleaning costs)
TOTAL	\$24,130.76	

Legal fees paid to MV Lawyers (\$14,877.50) was submitted to insurers for potential claim against Owners Corporation Public Liability insurance on 18/8/24. It is important to note that if this is accepted, there is no excess payable against this claim by the Owners Corporation.

Due to the complexity of the claim, it is still being assessed. The Manager will continue to keep the Committee updated and included on correspondence.








If accepted under insurance, the charges will be removed from Unit 11's levy account. If not accepted, the charges will remain on the account and considered due and payable by the unit Owners, under s.31 of the UTMA.

3. Insurance claims

- a. Solicitors fees for Humans Rights legal matter - \$14,877.50. Being assessed under Owners Corporation's PI Insurance (refer point 2 above).
- b. Unit 9 Alfresco ceiling – still with the insurer. If approved, any excess imposed by the insurer will be charged to the levy account for Unit 11 – as outlined under s.31(1)(a) of the UTMA – *"a wilful or negligent act or omission of a member of the corporation, or an occupier of the member's unit"*.
- c. Unit 10 Flooring – still with the insurer. If approved, any excess imposed by the insurer will be charged to the levy account for Unit 11 – as outlined under s.31(1)(a) of the UTMA – *"a wilful or negligent act or omission of a member of the corporation, or an occupier of the member's unit"*. (Please refer to point 7 of this document entitled "Legislation".)

- d. Unit 9 Internal damage caused by Unit 11 – Havelock agreed to pay \$5.2K + GST towards the work undertaken by the OC agreed contractor. This is to ensure that the work is completed to a high standard. This will be further discussed with the unit Owners, Committee and contractor.

4. Rule Infringement Notices issued to date

 UP2809 - Unit 11 RIN1 - Illegal use of unit.pdf	23/07/2025 6:10 PM
 UP2809 - Unit 11 RIN2 - CCTV cameras.pdf	14/07/2025 4:34 PM
 UP2809 - Unit 11 RIN2 - Noise and disturbance.pdf	22/07/2025 5:13 PM
 UP2809 - Unit 11 RIN2 - Smoking on CP.pdf	22/07/2025 3:30 PM
 UP2809 - Unit 11 RIN2 - Use of visitors parking.pdf	1/07/2025 12:13 PM
 UP2809 - Unit 11 RIN3 - CCTV cameras.pdf	30/07/2025 3:37 PM
 UP2809 - Unit 11 RIN3 - Use of visitors parking.pdf	22/07/2025 3:39 PM

The Manager confirmed that HACT have been advised that RINs will continue as this is the evidence required by the OC to bring these matters to the attention of ACAT.

5. Illegal activity

- a. Drone use by the male resident of Unit 11 – which landed in the rear courtyard of Unit 10. The male resident (which of concern as there should be no male resident) approached the owners (and residents) of Unit 10 on no less than 3 occasions asking/insisting that they locate the drone. This individual was rude when speaking with the owners of Unit 10.
- b. Continued removal by the Police of number plates from the cars and motorbike related to the male resident of this unit.
- c. Drug deals (let us call it what it is) – caught on CCTV camera.
- d. Intimidation and abuse.
- e. Continued and repeated infringements of development Rules.

6. Other

- a. As soon as new resident turned up, Police confirmed she was “known” to them.
- b. Continued discussion and involvement of Police.
- c. Items of concern – reported to HACT on 29 July:
- This unit is “leased” to a single woman and her son however evidence can demonstrate that this is not the case – with numerous men in and out of the unit at all hours.
 - Two cars parked permanently in the underground car spaces for the unit.
 - Of the two cars, one (the Range Rover) has had the stolen plates removed by the Police on 3 occasions (so far ...).
 - The motorbike – currently parked in the common property bicycle cage - associated with this unit also appears to be under the “scrutiny” of the Police.

-
- v. Lock placed on the common property bicycle cage (reported to you 27 July) – confirmed removed today by a locksmith with the cost of removal being added to the unit account.
 - vi. This motorbike needs to immediately be removed from the bicycle cage!
 - vii. The “visitors parking” at the development is continually used by the residents of Unit 11 due to the fact that the unit’s two designated car spaces are permanently occupied by unregistered cars.
 - viii. Continued smoking by the resident of Unit 11 in the common areas including the stairwell.
 - ix. The resident of Unit 11 has been videoed propping the stairwell door open which is contrary to the Rules of the development and also a fire egress issue which could result in a fine from ACTF&R of \$5.5k.
 - x. CCTV cameras installed on the ledges of the windows facing the common property driveway have not been removed as instructed by the Committee due to privacy issues.
 - xi. We have received reports of damage being cause to other residents’ cars in the underground garage.
 - xii. CCTV evidence (plus other indications) of unlawful activity being undertaken by the male resident of the unit.
 - xiii. Drone usage at the development – reported to you via email on 23 July 2025.
-
- d. Ongoing discussions with HACT. They are apologetic, understanding of “neighbour fatigue”, realise the disturbance caused by the incorrect tenant being homed at Jarrah.
 - e. SM confirmed that emails and RIN will continue to ensure that there is a trail of evidence for legal proceedings.
 - f. HACT stated that they are looking for “antisocial” behaviour – threats, abuse, disruption, etc.
 - g. Video and photos are extremely helpful.
 - h. Each incident should be reported to the Police to ensure they are informed, to support HACT, and to establish a formal record of evidence.
 - i. Request of HACT for witness statements (document to be provided by HACT) noting that all documentation will need to be provided to the defendant ... the resident.
 - j. Agreement of OC for SM to add fees (under SMA) to U11 levy account.

7. Legislation

31 Recovery of expenditure resulting from member or unit occupier's fault

- (1) This section applies if an owners corporation for a units plan has in carrying out its functions incurred an expense, or carried out work, that is necessary because of—
 - (a) a wilful or negligent act or omission of a member of the corporation, or an occupier of the member's unit; or
 - (b) a breach of its rules by a member of the corporation, or an occupier of the member's unit.
- (2) The amount spent or the cost of the work is recoverable by the owners corporation from the member as a debt.
- (3) If the owners corporation recovers an amount under subsection (2) from a member for an act, omission or breach of an occupier of the member's unit, the member may recover the amount from the occupier as a debt.
- (4) In this section:

expense, includes a reasonable legal expense reasonably incurred, including a legal expense relating to a proceeding in the ACAT.

work, carried out by an owners corporation, means maintenance or anything else the corporation is authorised under this Act to do.

107 Effect of rules

- (1) There are taken to be agreements under seal between an owners corporation and each of its members, and between each member and each other member, under which the corporation and its members agree to be bound by the rules of the corporation.
- (2) An occupier of a unit (who is not the owner of the unit) is bound by each rule of the corporation as if the occupier were the owner of the unit except to the extent that—
 - (a) the rule requires payments to be made to the general fund or a sinking fund; or
 - (b) the rule provides otherwise.
- (3) If the unit owner does not occupy the unit, the owner is liable separately and together with an occupier of the unit for any breach of the rules of the owners corporation by the occupier, unless the owner proves that the owner took reasonable precautions and exercised appropriate care to prevent the breach.
- (4) An occupier of a unit who occupies the unit under a residential tenancy agreement is not bound by any rule of the owners corporation to the extent that the rule is inconsistent with the standard residential tenancy terms, other than a pet friendly rule.

109 Breach of rules—rule infringement notice

- (1) This section applies if the executive committee of an owners corporation reasonably believes that—
 - (a) the owner or occupier (the *person*) of a unit has contravened a provision of the corporation's rules; and
 - (b) the circumstances of the contravention make it likely that the contravention will continue or be repeated.
- (2) The owners corporation may, if authorised by an ordinary resolution of the executive committee, give the person a notice (a *rule infringement notice*) requiring the person to remedy the contravention.
- (3) A rule infringement notice must state the following:
 - (a) that the owners corporation believes the person is contravening, or has contravened, a provision of the rules;
 - (b) the provision of the rules the owners corporation believes is, or was, contravened;
 - (c) details sufficient to identify the contravention;
 - (d) if the owners corporation believes the contravention is continuing—the period (which must be reasonable in the circumstances) within which the person must remedy the contravention;
 - (e) if the owners corporation believes the contravention is likely to be repeated—that the person must not repeat the contravention;
 - (f) if the person does not comply with the notice—
 - (i) the person commits an offence; and
 - (ii) the owners corporation may, without further notice, apply to the ACAT for an order in relation to the failure to comply with the notice.
- (4) If a rule infringement notice is given to a person following a request under section 111, the owners corporation must, not later than 14 days after the day the request was received, tell the person who made the request that the notice has been given.

110 Breach of rules—failure to comply with rule infringement notice

- (1) A person commits an offence if the person—
 - (a) is given a rule infringement notice under section 109; and
 - (b) does not comply with the notice.

Maximum penalty: 5 penalty units.

- (2) However, the person does not commit an offence under this section if, when the rule infringement notice is given to the person, the person is not contravening, or has not contravened, the provision mentioned in the notice in the way detailed for section 109 (3) (c).

111 Breach of rules—request for rule infringement notice

- (1) This section applies if—
 - (a) a dispute exists between the owner or occupier of a unit in a units plan (the *complainant*) and the owner or occupier of another unit in the units plan (the *accused person*); and
 - (b) the dispute arises because the complainant reasonably believes that—
 - (i) the accused person has contravened a provision of the corporation’s rules; and
 - (ii) the circumstances of the contravention make it likely that contravention will continue or be repeated.
- (2) The complainant may ask the owners corporation to give the accused person a rule infringement notice for the contravention.

112 Application of Legislation Act

- (1) The [Legislation Act](#) applies to the rules of an owners corporation as if the rules were an Act and as if each rule were a section of an Act.
- (2) Terms used in the rules of an owners corporation have the same meaning as in this Act, unless the contrary intention appears.

UP2809 - JARRAH

Unit 11 Unit account

Date	Details	Amount	Levy	RIN	Other	Debt Coll.	Interest
TOTAL OUTSTANDING		\$ 24,130.76	\$ 2,804.19	\$ 770.00	\$ 19,876.31	\$ 415.00	\$ 265.26
3/06/24	U11 RIN Noise	\$ 110.00		\$ 110.00			
3/09/24	U11 RIN Balcony	\$ 110.00		\$ 110.00			
5/06/24	U11 RIN 3 Nuisance	\$ 110.00		\$ 110.00			
6/06/24	U11 RIN Nuisance	\$ 165.00		\$ 165.00			
17/06/24	U11 RIN Alteration	\$ 165.00		\$ 165.00			
17/06/24	U11 RIN 3 Noise	\$ 165.00		\$ 165.00			
17/06/24	U11 RIN 3 Nuisance	\$ 165.00		\$ 165.00			
19/06/24	U11 RIN Noise	\$ 165.00		\$ 165.00			
19/06/24	U11 RIN Alteration	\$ 165.00		\$ 165.00			
20/06/24	Fob x 1	\$ 50.00			\$ 50.00		
24/06/24	Fob x 1	-\$ 50.00			-\$ 50.00		
1/07/24	U11 RIN Alteration	\$ 165.00		\$ 165.00			
1/07/24	U11 RIN Noise	\$ 165.00		\$ 165.00			
10/07/24	U11 RIN Noise	\$ 165.00		\$ 165.00			
10/07/24	U11 RIN Alteration	\$ 165.00		\$ 165.00			
10/07/24	U11 RIN Smoke/Odour	\$ 110.00		\$ 110.00			
26/07/24	U11 RIN Alteration	\$ 165.00		\$ 165.00			
26/07/24	U11 RIN Noise	\$ 165.00		\$ 165.00			
2/08/24	U11 Attend no acces	\$ 1,210.00			\$ 1,210.00		
6/08/24	01/07/24 to 30/09/24	\$ 1,247.40	\$ 1,247.40				
6/08/24	01/07/24 to 30/09/24	\$ 479.33	\$ 479.33				
14/08/24	U11 RIN Alteration	\$ 165.00		\$ 165.00			
29/08/24	U11 RIN Balc. Screen	\$ 165.00		\$ 165.00			
29/08/24	U11 RIN Noise	\$ 165.00		\$ 165.00			
25/09/24	U11 Schedule B (Manager Fees)	\$ 2,483.00			\$ 2,483.00		
25/09/24	U11 Human Rights	\$ 14,877.50			\$ 14,877.50		
25/09/24	Other	-\$ 1,726.73	-\$ 1,726.73				
30/09/24	Interest to 30/09/24	\$ 14.19					\$ 14.19
10/10/24	01/10/24 to 31/12/24	\$ 1,247.40	\$ 1,247.40				
10/10/24	01/10/24 to 31/12/24	\$ 479.33	\$ 479.33				
24/10/24	Balcony Repairs Diff	\$ 2,871.00			\$ 2,871.00		
25/10/24	Refund U11 RINs	-\$ 2,915.00		-\$ 2,915.00			
31/10/24	Interest to 31/10/24	\$ 14.67					\$ 14.67
1/11/24	Admin Fund	-\$ 1,077.46	-\$ 1,077.46				
1/11/24	Other	-\$ 649.27	-\$ 649.27				
1/11/24	Interest to 01/11/24	\$ 0.47					\$ 0.47
7/11/24	Arrears Notice Fee	\$ 33.00				\$ 33.00	
28/11/24	Arrears Notice Fee	\$ 55.00				\$ 55.00	
30/11/24	Interest to 30/11/24	\$ 5.16					\$ 5.16
2/12/24	U11 clean up	\$ 247.50			\$ 247.50		
2/12/24	U11 foyer + basement	\$ 577.50			\$ 577.50		
31/12/24	Interest to 31/12/24	\$ 20.18					\$ 20.18
20/01/25	U11 Debt Collection	\$ 250.00				\$ 250.00	
21/01/25	01/01/25 to 31/03/25	\$ 1,247.40	\$ 1,247.40				
21/01/25	01/01/25 to 31/03/25	\$ 479.33	\$ 479.33				
30/01/25	U11 Demand letter	\$ 77.00				\$ 77.00	
31/01/25	Interest to 31/01/25	\$ 20.18					\$ 20.18
24/02/25	U11-INV-493120	\$ 154.00			\$ 154.00		
24/02/25	U11-INV-493151	\$ 110.00			\$ 110.00		
28/02/25	Admin Fund	-\$ 169.94	-\$ 169.94				
28/02/25	Sinking Fund	-\$ 479.33	-\$ 479.33				
28/02/25	Other	-\$ 1,077.46			-\$ 1,077.46		
28/02/25	Interest to 28/02/25	\$ 18.23					\$ 18.23
31/03/25	Interest to 31/03/25	\$ 29.34					\$ 29.34
14/04/25	01/04/25 to 30/06/25	\$ 1,247.40	\$ 1,247.40				
14/04/25	01/04/25 to 30/06/25	\$ 479.33	\$ 479.33				
30/04/25	Interest to 30/04/25	\$ 28.38					\$ 28.38
6/05/25	Fob x 3	\$ 150.00			\$ 150.00		
23/05/25	Other	-\$ 1,726.73			-\$ 1,726.73		

Date	Details	Amount	Levy	RIN	Other	Debt Coll.	Interest
TOTAL OUTSTANDING		\$ 24,130.76	\$ 2,804.19	\$ 770.00	\$ 19,876.31	\$ 415.00	\$ 265.26
23/05/25	Interest to 23/05/25	\$ 21.76					\$ 21.76
31/05/25	Interest to 31/05/25	\$ 7.56					\$ 7.56
30/06/25	Interest to 30/06/25	\$ 42.57					\$ 42.57
2/07/25	U11 RIN 2 V-Parking	\$ 110.00		\$ 110.00			
15/07/25	U11 RIN 2 - CCTV	\$ 110.00		\$ 110.00			
22/07/25	U11 RIN 2 - Smoking	\$ 110.00		\$ 110.00			
22/07/25	U11 RIN 3 - V Parking	\$ 165.00		\$ 165.00			
22/07/25	U11 RIN 2 - Disturb.	\$ 110.00		\$ 110.00			



Strata Management
For the client experience you deserve!

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31 July 2024

To all Owners
UP2809 – Jarrah
34 Morell Close
BELCONNEN ACT 2617

Dear Owner

UP2809 - JARRAH
Minutes of Annual General Meeting 2024

Further to the recent Annual General Meeting for your development, please find enclosed the Minutes of that meeting.

If you have any queries or require clarification of items contained in the Minutes, please feel free to contact me.

Yours faithfully

Lauren Upton
Director | Owner
Cert IV in Property Services (Operations)
LMM Solutions Pty Ltd

P 02 5110 3200
E Lauren@LMMsolutions.com.au

MINUTES OF ANNUAL GENERAL MEETING 2024

UNITS PLAN 2809 - JARRAH

34 MORELL CLOSE, BELCONNEN

Held: On Tuesday, 30 July 2024 at 6.00 pm.

Location: LMM Solutions office - Level 1, 26 Thynne Street, Bruce.
AND via Teleconference.

Present: Mr B Moody (Unit 9) – on behalf of Ms L Moody, Mr N Forostenko (Units 10 & 12), Mrs K Forostenko (Unit 12), Mr R Canning (Unit 16), Ms F Gourlay & Mr L Price (Unit 17), Mrs B Lawrence (Unit 18) and Mr T Arthur (Unit 20).
Mrs L Upton representing LMM Solutions Pty Ltd.

Proxies: Mrs J Beaumont (Unit 3) – to Chair for 12 months, Mr A & Mrs R Maia (Unit 6) – to Mr N Forostenko for 12 months and Mrs N Gentle (Unit 14) – to Mr N Forostenko for 3 months.

Absentees: None.

Apologies: None.

Chair: Mr N Forostenko was elected chairperson for the meeting.
Owners present agreed that the Manager conduct the formalities for the meeting and draft the Minutes for the consideration of the appointed Executive Committee.

Quorum: A standard quorum was present.

OVERVIEW OF REQUIRED AGENDA ITEMS

MOTION 1: It was resolved that the Owners Corporation of UP2809 confirm that they have reviewed each of the tabled items (as above). **CARRIED**

MINUTES

MOTION 2: It was resolved that the Minutes of the previous Annual General Meeting be confirmed as a true and accurate record of the proceedings of the meeting. **CARRIED**

Matters arising from Minutes

None.

INSURANCE

Those present agreed that the current cover appeared adequate at this time.

Secretarial note – the Manager advised Owners present that the “due date” was recorded incorrectly in the Notice. The due date is actually 18/4/2025 – not 2024.

ACCEPTANCE OF FINANCIAL STATEMENTS

MOTION 3: It was resolved that the Owners Corporation of UP2809 accept the financial statements as presented. **CARRIED**

MAINTENANCE PLAN/SCHEDULE

MOTION 4: It was resolved that the Owners Corporation of UP2809 obtain a Maintenance Plan and authorise the Executive Committee to make determinations in relation to the matters and contracts as specified. **CARRIED**

BUDGET DEBATE

Administrative Fund

MOTION 5: It was resolved that the proposed Administrative Fund contribution of \$108,000.00 and expenditure amount of \$103,000.00 be adopted. **CARRIED**

Sinking Fund

MOTION 6: It was resolved that proposed Sinking Fund contribution of \$41,500.00 and expenditure amount of \$58,386.00 be adopted. **CARRIED**

Administrative and Sinking Fund Levy Contribution

MOTION 7: It was resolved that the Owners Corporation determine a levy equal to the approved budget for the twelve-month period, commencing 1 July 2024, and to be contributed in accordance with the unit entitlements with the instalment due dates to be:

	Payment periods		Payment due dates
	FROM	TO	
Levy 1	1 July 2024	30 September 2024	1 September 2024
Levy 2	1 October 2024	31 December 2024	1 December 2024
Levy 3	1 January 2025	30 March 2025	1 March 2025
Levy 4	1 April 2025	30 June 2025	1 June 2025

CARRIED

STRATA MANAGEMENT AGENCY AGREEMENT

MOTION 8: It was resolved that the Owners Corporation enter into the following arrangements:

- That LMM Solutions Pty Ltd ATF The LMM Solutions Trust be appointed as Manager, for a period of three (3) years;
- The Owners Corporation delegate to the Agent all of its functions (other than those prohibited by the Act);
- The Owners Corporation execute a written agreement to give effect to this appointment and delegation;
- The delegation is subject to the conditions and limitations set out in the Agreement;
- Authority is given for the Common Seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting; and
- Empower two members of the Executive Committee as authorised signatories on behalf of the Owners Corporation to sign the Management Agreement with LMM Solutions Pty Ltd.

CARRIED

Secretarial note - the Management Agreement will be signed by two Committee members and by LMM Solutions as Managers. A copy of the signed Agreement will be uploaded to the Owners Portal and a copy will also be emailed to the Executive Committee for their records.

ELECTION OF COMMITTEE

MOTION 9: It was resolved that the Owners Corporation of UP2809 nominates for 3 to 7 positions to form the Executive Committee until the next Annual General Meeting and confirms the election of the legislated positions. **CARRIED**

The following owners were elected to stand as Executive Committee Members until the next Annual General Meeting (a short meeting was convened at the conclusion of the AGM and the Executive Committee positions were appointed):

Chair -	Mr N Forostenko	Member -	Mrs B Lawrence
Secretary -	Mr R Canning	Member -	Ms F Gourlay
Treasurer -	Mr T Arthur	Member -	Ms L Moody

It was resolved that the Executive Committee agrees to delegate the role of Secretary and Treasurer to the Manager [*refer signed Strata Management Agreement – "Appointment and Delegation of the Agent"*].

ALTERNATIVE RULES - Special Resolution

MOTION 10: It was resolved that the Owners Corporation of UP2809 adopt the amendments made to the Alternative Rules. **CARRIED**

GENERAL BUSINESS

Scope of works for cleaners

The owner of Unit 12 asked whether the Manager could provide a copy of the Scope of Works for the cleaner. This will be obtained from the contractor and onforwarded to the owner and the Committee.

CCTV

Members in attendance discussed the quote for the installation of CCTV at Jarrah. It was agreed that additional cameras may be required in the best interests of all Owners as some areas do not appear to have coverage. Also, it would be appreciated if a map can be provided by the contractor showing the location of the cameras and what each camera will cover.

The Manager will contact the contractor requesting that they meet again with the Chair to discuss further options and the map request.

Neighbourhood Watch

An initiative undertaken by the exiting Committee was to register Jarrah with Neighbourhood Watch. Additional information will be provided to Owners and residents as it comes to hand.

NBN Installation

Owners present discussed the NBN Co (fibre) installation at Jarrah. The Manager confirmed that following the approved survey, the quoted cost for installation did not increase. To confirm, installation costs total \$5,500.00 – to be paid from the Sinking Fund.

The Manager will confirm this approval with Decon (the company responsible for the installation) and provide additional information to all Owners as it comes to hand.

Schematic sign

It was noted that the newly installed sign does not actually have the street numbers on it (*sigh*). The Manager will reach out to the contractor to assess whether this can be amended (with the addition of vinyl cut lettering) and, if this can be done, the cost to add.

HSS issues relating to Unit 20's solar panel installation

Owners present were advised of the situation relating to solar panel installation on the roof of Unit 20. Although this installation was approved by the Committee, thought had not been given to the roof anchors installed following the roof replacement last year.

Due to the installation of the solar panels and the fact that they are now covering the roof anchors installed at Unit 20, the entire HSS cannot be recertified – which is an annual requirement.

The unit owner did pursue the installers, asking for them to return to rectify. They denied any wrongdoing and refused to rectify. This was discussed with your Committee who confirmed that they would like to investigate avenues to force the installer to return.

The Manager investigated different avenues and organisations to assess the best contact from which to seek advice. In the end, the unit owner was required to address as an individual – with an email sent to Care FCS on Monday, 29 July 2024.

Once a response is provided this will again be discussed with your Committee to ascertain whether there is a case for contractor reattendance.

Legal representation

As most Owners are aware, ongoing threats and abuse relating to the resident of Unit 11 continue – daily. Despite pressure from the Committee over the past 11 months, the tenant continues to cause distress and fear for other residents.

Due to the procrastination of associated and governing organisations, the Owners believe that they have no alternative than to seek further legal advice. Members present agreed that this is of high importance and to continue with this process.

The incoming Committee will continue to address issues as they come to hand and push forward with all avenues that are available to the Owners Corporation.

Reporting of **any** issues with the Police

The Manager implores all Owners who are affected by behaviours of residents at the development – no matter how minor they may appear at the time – that these are reported to Police. Please call Police Operations on 131 444, report the issue and obtain a Job/Report number. This then needs to be sent to the Manager. **This is imperative** as without this evidence it is difficult to support the organisations who can assist the Owners Corporation.

With no further business, the meeting closed at 7.06 pm.

MINUTES OF EXECUTIVE COMMITTEE MEETING

UP2809 – JARRAH – 34 Morell Close, Belconnen

- Held:** On Monday, 23 June 2025 at 5.30 pm.
- At:** Onsite – Unit 12.
- Present:** Mr N Forostenko (Unit 10), Mr R Canning (Unit 16), Ms F Gourlay (Unit 17), Mrs B Lawrence (Unit 18) and Mr T Arthur (Unit 20).
Mrs L Upton representing LMM Solutions.
- Apologies:** Ms L Moody.
- Chair:** Mr N Forostenko chaired the meeting.
- Quorum:** A standard Executive Committee quorum was present.

Items discussed:

1. **Greetings and apologies.**

Invitation to Bill Moody

To discuss the repairs to his unit. The Committee agreed that to ensure that the repairs are undertaken to Mr Moody's satisfaction, the offer from Havelock to pay \$5,725.00 towards the repairs (as quoted by Monaro Interiors, their contractor) will be accepted. The work, however, will be undertaken by the preferred contractor (to confirm Transform).

Mr Moody then left the meeting.

2. **Minutes of previous Executive Committee meetings** - agreed as read.

3. **Financials** – discussed with members present – no queries raised.

4. **Matters arising from and since previous meeting** –

a. Trust monies held by MV Law – the Manager confirmed that funds totalling \$2,634.50, were returned to the Owners Corporation Administrative Fund on 6 February 2025.

b. Unit 11

i. The resident exited the unit in November 2025. Major renovations were undertaken by Havelock Housing and ACT Housing to return the unit to a liveable condition.

- ii. Legal costs (\$14,577.00) incurred by the OC were added to the unit levy account for Unit 11.
- iii. The Committee also agreed to submit an insurance claim (under Public Liability) to see whether the costs can be claimed. If this is successful, the charges will be removed from the levy account for Unit 11. This is still being considered by the insurer.
- iv. ACAT application submitted by Mr L Coghlan against the Owners Corporation of UP2809 was withdrawn on 2 April 2025.
- v. Insurance claims filed with the insurer for Unit 9 (alfresco ceiling) and Unit 10 (flooring in unit). Assessments booked in with the unit owners by the insurers contractor.
- vi. As noted under "Greetings and apologies", the Committee agreed to accept the offer from Havelock to pay up to the amount quoted by Monaro Interiors. The Manager will inform both Havelock and Monaro Interiors plus follow up with Transform. It would be reasonable to consider having this work undertaken at the same time as the exterior work at Unit 9.

5. **Items to discuss –**

- a. Stairwell painting – the Quote from Canberra Painting Services for internal stairwell painting was discussed with the Committee members. Ms Gourlay noted that the entrance soffits may need to be included in these works as they require repair. The Manager will obtain an updated Quote for inclusion in the Proposed Budgets at this year's AGM.
- b. Unit 5 Levy Arrears – the Manager has advised that, despite multiple requests, the Owner of Unit 5 has yet to submit a payment plan for the Committee's consideration. The Manager confirmed that monies have been paid however this needs to be formalised. The Manager will contact the unit owner.
- c. Toilet key for contractors – the Committee considered that it would be best to install a code lock on the toilet room door. The Manager will obtain a quote for the Committee's decision.
- d. AGM Notice – discuss with the Committee. Following month end rollover, the Notice will be updated and resubmitted for Committee approval.

6. **General business**

- a. Unit 9 plant removal – the unit owners confirmed that the previous tenant or Unit 11 sprayed round up on the plants in the rear courtyards of Units 9 and 10. The Committee obtained a quote for the removal of the dead pittosporum hedges (\$745.00) which was approved to proceed. The Manager will advise the gardening contractor.
- b. Unit 11 Inappropriate parking and unapproved dog – the Manager addressed this with the unit Owner (Housing ACT).

- c. Reinforcement of foyer doors - a quote was provided by PMG for the reinforcement of the foyer doors. This came about following the use of a crowbar by a visitor of Unit 11 to open the foyer door. This will be submitted to the Committee for their consideration.
- d. Pest control – Ms Gourlay stated that she would like for owners to consider whether pest control spraying was in the best interest of the development. The Committee confirmed that this will be including in the AGM Notice for the consideration of all Owners.
- e. Splitting of Administrative Fund contributions – Mr Arthur discussed with the Committee the prospect of splitting the Administration Fund contributions between the townhouses and the units. It was agreed that this would be included in the AGM Agenda for discussion with Owners.
- f. Quotes for cleaning – whilst discussing proposed budgets for the upcoming AGM, the cleaning costs were considered. It was agreed that the alternative Quotes will be obtained following the deliberation of a Scope of Work by the Committee.

7. **Annual General Meeting**

To be held Wednesday, 30 July 2025 commencing at 5.30 pm.

With no further business the meeting closed at 7.03 pm

MINUTES OF EXECUTIVE COMMITTEE MEETING

UP2809 – JARRAH – 34 Morell Close, Belconnen

- Held:** On Monday, 1 December 2025 at 5.30 pm.
- At:** Onsite – Unit 10.
- Present:** Mr N Forostenko (Unit 10), Mrs K Forostenko (Unit 12), Mr R Canning (Unit 16), Mrs B Lawrence (Unit 18) and Mr T Arthur (Unit 20).
Mrs L Upton representing LMM Solutions.
- Apologies:** None.
- Chair:** Mr N Forostenko chaired the meeting.
- Quorum:** A standard Executive Committee quorum was present.

Items discussed:

1. **Greetings and apologies.**
2. **Minutes of previous Executive Committee meetings** - agreed as read.
3. **Financials** – discussed with members present – no concerns or questions raised.
4. **Matters arising from and since previous meeting** –
 - a. Stairwell paint and foyer porticos – with the repair work for Unit 11 completed, the Committee considered the quote to paint the internal stairwells (dated 31 March 2025) – noting that this expenditure was included in the Sinking Fund budget for this year.

It was agreed that an updated quote will be obtained from the contractor, now including portico ceilings (outside foyer doors) if required. This will be considered by the Committee.
 - b. Unit 11
 - i. A new tenant moved into the unit approximately 3 weeks ago. It was confirmed by the residents in that stairwell that the new tenant will be a great fit for the development.
 - ii. Unit account arrears total \$11,744.89 to date. The Manager confirmed that an email was sent to HACT on 14 November detailing the outstanding debt and the steps required to bring the account up to date, thereby avoiding further action such as debt collection. A response has not yet been received – the Manager will follow up.

- c. Unit 9 Internal repairs – the Manager will follow up with Transform, providing them with Committee approval to proceed. As previously noted, Havelock Housing will be paying \$5,720.00 (inc. GST) toward this invoice.
- b. Unit 9 alfresco and Unit 10 internal repairs approved under insurance – Mr N Forostenko confirmed:
 - i. Endura Build have been engaged by the insurer (CHU) to undertake repairs.
 - ii. Unit 10 owners are speaking directly with Endura Build in relation to the repairs.
 - iii. Once work has commenced, Endura Build will instruct a mould specialist to investigate the walls to ensure that mould is not present.
 - iv. As part of the Unit 10 remediation, the insurance will also cover the removal and storage of the owner’s personal belongings, as well as relocation costs for an estimated 2 to 3 weeks—the reported duration of the works.
 - v. Mr Forostenko also confirmed that he is co-ordinating the work for Unit 9 – between the resident and Endura Build.

5. **Items to discuss** –

- a. Unit 5 Levy Arrears – members agreed (reluctantly) that this matter will be placed in the hands of debt collection.
- b. Cleaning contractor quotes – the Committee considered the 3 new quotes - with costs ranging from a reduction of between 43 to 54% of the current contractor. It was agreed to proceed with NGC if they are willing to amend their contract (which is 3 years in length) to grant the Owners Corporation to provide 30 days’ notice of termination of services. The Manager will converse with the contractor.
- c. Restricted locks – due to the currently installed system now being defunct, the Committee confirmed their agreement to change all locks and keys to a new and upgraded system. The Manager will follow up with the locksmith to arrange for this to be undertaken.
- d. “Popping roof” – despite reaching out to the roofing installer, it appears that they have not attended to inspect. The Committee agreed to make arrangements with an alternative contractor to inspect and advise.
- e. Unit 14 parking request – the new owners approached the Committee regarding the possibility of using one of the visitors car spaces (between the unit block and Unit 17) on a long term basis – even with the advice that they would be willing to pay for the use of this area. The reason is that their van’s height did not allow for underground parking. The Manager previously advised the unit owner that they would need to make application to the Committee. It was advised, however, that the van has been relocated to the side of the unit, on Territory Land which, of course, the Committee had no objection to.

6. **General business**

- a. Unit 10 cage lock – the unit owners confirmed that the repair of the lock is still outstanding. The Manager will arrange for repair.
- b. CCTV signs – Committee members confirmed that they would like for a CCTV signs to be installed on the exterior of the garbage room and on the light pole outside Unit 20. The Manager will make the necessary arrangements.
- c. Quote from Esteemed – two items were discussed:
 - i. *Security System PPM* – agreed in principle however wanted confirmation that the Owners Corporation can terminate services if required due to the request to sign a 3 year contract.
 - ii. *Data plan for remote access* – the current annual cost for remote connection to the security system totals \$180. The proposal's quote totals \$599. The Manager considered that the increased cost may be because it is a static address. This will be checked with the contractor and reverted to the Committee for their further consideration and advice.
- d. Unit 12 Pet approval - approved. The Manager will confirm via email to the applicant and record in the development files.
- e. Unit 14 Maintenance requests – the requests for the replacement of a light above their car space and balcony glass repair were approved by the Committee. The Manager will address ensuring that these are addressed as soon as possible.
- f. Rubbish disposal etiquette – the Committee asked the Manager to send a notice to all Jarrah residents, confirming the correct method for garbage disposal. Also, residents are to reminded that the area is under surveillance and Rules Infringements will be issued if appropriate.
- g. Resvu – the Manager reminded Committee members to respond to the invitation to download the "myLMM" app and log on, if they haven't already, as more requests will be coming through.
- h. Unit 14 Items in car space - the Manager will address with the new owners of Unit 14.

7. **Next Committee Meeting**

To be held Monday, 16 March commencing at 5.30 pm.

With no further business the meeting closed at 7.01 pm

MINUTES OF EXECUTIVE COMMITTEE MEETING

UP2809 – JARRAH – 34 Morell Close, Belconnen

Held: On Monday, 16 March 2026 at 5.30 pm.

At: Onsite – Unit 10.

Present: Mr N Forostenko (Unit 10), Mrs K Forostenko (Unit 12), Mr R Canning (Unit 16), Mrs B Lawrence (Unit 18) and Mr T Arthur (Unit 20).
Mrs L Upton and Mr M Upton representing LMM Solutions.

Apologies: None.

Chair: Mr N Forostenko chaired the meeting.

Quorum: A standard Executive Committee quorum was present.

Items discussed:

1. **Greetings and apologies.**
2. **Minutes of previous Executive Committee meetings** - agreed as read.
3. **Financials** – discussed with members present – no concerns or questions raised.
4. **Matters arising from and since previous meeting** –
 - a. Cleaning – update from Committee is that certain areas are not being undertaken appropriately. This includes:
 - i. Litter in car park and outside the garage gates (near the HWS) which has been there for over a month.
 - ii. Although the foyer doors are being wiped down, the side panels (either side of the door) are not.
 - iii. There is no sign of a mop being used in the stairwells.
 - iv. No smell of disinfectant.

Also, it is noted that the cleaners blow down the footpaths at the front of the units. This is not required as the gardeners do it day before.

Consensus of the Committee is that the new cleaners are not off to a good start and will need to see a marked improvement.

- b. Stairwell paint and foyer porticos – quote approved. The Manager will follow up with the contractor.
 - c. Unit 11 + Unit 5 Levy arrears – these matters are with debt collection. The Manager will follow up with the contractor (CCA) and provide an update to the Committee.
 - d. Unit 9 Internal repairs – the works have been completed by Endura Build, which is the contractor who completed the repairs to Unit 10 (flooring) and Unit 9 (alfresco ceiling). The Manager will contact Havelock Housing regarding this invoice, confirming their approval to pay up to \$5,720.00 (inc. GST) for the repair work which, in fact, only totalled \$4,818.00.
 - b. Unit 9 alfresco and Unit 10 internal repairs approved under insurance – Mr N Forostenko confirmed that all works have been satisfactorily completed.
5. **Items to discuss** – as outlined in the “Action Items List” - please review attached.
6. **General business**
- Discussion and walk through the *myLMM* app with the Committee. The Manager invites all Owners and residents to download the app. Should advice be required, please contact the Manager.
7. **Next Committee Meeting**
- To be held Monday, 15 June commencing at 5.30 pm.

With no further business the meeting closed at 7.11 pm

UP2809 - Action Items List (from Resvu)

Id	UP	Dev	Workflow	Status	Summary	Discussion outcomes	Assignee	Requestor	Submitted (UTC)
REQ-14386	2809	JARRAH	Action Item	In Progress	Unit 5 Levy arrears	Still in arrears with last payment made 8/10/25. Continues to be addressed by debt collection (CCA).	Michael Cassidy, Lauren Upton	Lauren Upton	15/03/2026 3:47
REQ-14385	2809	JARRAH	Action Item	In Progress	Unit 11 Levy arrears	Still in arrears with an outstanding balance of \$12,057.03. The Unit owner (ACT Housing) continues to pay levies when due and payable however these payments are being credited to the debt which is longest outstanding. Continues to be addressed by debt collection (CCA).	Michael Cassidy, Lauren Upton	Lauren Upton	15/03/2026 3:45
REQ-14381	2809	JARRAH	Action Item	Complete	Garbage roller door left unlocked	23/3/26 - SM emailed JJ Richards (the garbage collection company) requesting that they ensure the roller door is properly locked down.	Michael Cassidy, Lauren Upton	Michael Cassidy	13/03/2026 5:02
REQ-14379	2809	JARRAH	Action Item	Approved	Unit 14 Rangehood Extractor	More information required from unit owner including the location and diameter of penetration. The SM will follow up with UO.	Michael Cassidy, Lauren Upton	Michael Cassidy	13/03/2026 4:44
REQ-14353	2809	JARRAH	Maintenance Request	QR Sent	Unit 13 Ceiling damage in dining room	10/3/26 - SM sent QR to PMG. SM to follow up.	Michael Cassidy, Lauren Upton	Lauren Upton	6/03/2026 5:53
REQ-14347	2809	JARRAH	Action Item	In Review	Main Distribution Board (EV Charging) - Power Load Inspection - Maritex	Discussed with Committee. Their first point of concern is the temporary application submitted by Unit 14 and whether the use of an extension cord from their unit is supported by Australian Standards. The SM will follow up with the UO and report back to the Committee.	Michael Cassidy, Lauren Upton	Michael Cassidy	5/03/2026 22:15
REQ-14337	2809	JARRAH	Action Item	WO Sent	Height Safety System Recertification - Sure Safe	10/3/26 - SM sent WO to SureSafe confirming approval to proceed. SM to source new Quotes prior to next year's rectification due to major increase in cost of services.	Michael Cassidy, Lauren Upton	Michael Cassidy	4/03/2026 23:28
REQ-14323	2809	JARRAH	Action Item	In Progress	Gutter Cleaning - ACT Gutter Cleaning	Undertaken 25/3/26. SM to obtain feedback regarding the state of the gutters - to be addressed with the Committee.	Lauren Upton	Michael Cassidy	2/03/2026 22:48
REQ-14322	2809	JARRAH	Action Item	New	QUOTE Window Cleaning - SWC	Discussed and approved by the Committee. Before sending WO check scope to ensure that included are: a. The top and bottom windows at front of the unit block ; b. That only top at back windows; c. That the external balcony glass; and d. The top level townhouse windows.	Lauren Upton	Michael Cassidy	2/03/2026 22:38
REQ-14269	2809	JARRAH	Action Item	WO Sent	Fire engineer report	Awaiting response from contractor.	Lauren Upton	Lauren Upton	16/02/2026 23:21
REQ-14248	2809	JARRAH	Action Item	Not approved	Unit 14 Security camera?	160326 - not required as CCTV installed for CP. Provided by OC.	Lauren Upton	Lauren Upton	9/02/2026 22:55
REQ-14230	2809	JARRAH	Maintenance Request	WO Sent	Unit 18 Water stains on ceiling	WO sent to contractor on 15/3/26 - SM to follow up.	Lauren Upton, Michael Cassidy	Lauren Upton	4/02/2026 0:43
REQ-14228	2809	JARRAH	Action Item	In Progress	Replacement of door locks and keys	Nearly completed. Keys distributed with only the locks to be changed.	Lauren Upton, Michael Cassidy	Lauren Upton	3/02/2026 4:44

Id	UP	Dev	Workflow	Status	Summary	Discussion outcomes	Assignee	Requestor	Submitted (UTC)
REQ-14222	2809	JARRAH	Action Item	Approved	Internal CP painting	Approved by the EC. WO to be sent to CPS.	Lauren Upton, Michael Cassidy	Lauren Upton	31/01/2026 23:37
REQ-14216	2809	JARRAH	Maintenance Request	WO Sent	Unit 9 Internal repairs caused by Unit 11	190326 - SM emailed Kylie Maiden from Havelock seeking confirmation of payment of invoice. 300326 - confirmation from Havelock that invoice will be paid directly to the OC. SM provided OC bank details.	Lauren Upton	Lauren Upton	31/01/2026 0:00
REQ-14199	2809	JARRAH	Maintenance Request	Complete	Damaged irrigation sprinkler	Confirmed repaired.	Lauren Upton	Nick Forostenko	27/01/2026 1:28
REQ-14173	2809	JARRAH	Action Item	Awaiting response	Fire Engineer Inspection for EV Charging	Awaiting response from contractor.	Lauren Upton, Michael Cassidy	Lauren Upton	21/01/2026 1:24
REQ-14172	2809	JARRAH	Action Item	Complete	CCTV Remote access + PPM	Approved and in place.	Lauren Upton	Lauren Upton	21/01/2026 0:02
REQ-14171	2809	JARRAH	Maintenance Request	WO Sent	Unit 12 Water mark on ceiling	WO sent to contractor on 26/2/26 - SM to follow up.	Lauren Upton	Nick Forostenko	20/01/2026 23:55
REQ-14134	2809	JARRAH	Maintenance Request	WO Sent	Tree trimming	SM to follow up with contractor to see if completed.	Lauren Upton	Nick Forostenko	14/01/2026 22:56
REQ-14392	2809	JARRAH	Action Item	Not approved	Unit 14 Items in car space	Not approved. Fire egress issue. No other units have this privilege. UO must use either their storage cage of their rear courtyard	Lauren Upton	Unit owner	
REQ-14393	2809	JARRAH	Action Item	In review	Update Rules	To include CCTV, charging of EV vehicles, bikes and scooters plus fences	Lauren Upton	Committee	
REQ-14394	2809	JARRAH	Action Item	In progress	Unit 14 Temporary EV charging	GPO needs testing and confirmation that it is rated to power the cord. The cord is an approved cord by manufacturer for BYD and Tesla. Safe storage of cord when not in use. Must be inspected by Maritex (to be engaged by UO) which is the contractor approved by the OC to ensure safety compliance.	Lauren Upton	Lauren Upton	
REQ-14391	2809	JARRAH	Action Item	In progress	Popping roof above Units 12, 16 and 18 garage roof	SM to speak with roofing contractor to see if anything can be done.	Lauren Upton	Lauren Upton	
REQ-14390	2809	JARRAH	Action Item	In progress	Unit 18 Bird bath plate replacement	Broken by Outscares. SM to speak with contractor regarding replacement.	Lauren Upton	Lauren Upton	

MINUTES OF EXECUTIVE COMMITTEE MEETING

UP2809 – Jarrah – 34 Morell Close, Belconnen

Held: Tuesday, 17 September 2024 at 6.00 pm.

Location: Onsite, Unit 17 and via Teleconference.

Present: Mr N Forostenko, Mr R Canning, Ms F Gourlay, Mrs B Lawrence, and Mr T Arthur.

Apologies: Nil.

Chair: Mr N Forostenko was the Chairperson for the meeting.

Quorum: A standard Executive Committee quorum was present.

Items discussed:

1. Unit 11

Mr N Forostenko briefed the Committee on the status of progress in this matter.

It was noted that the Committee engaged MV Law to respond to unit 11's unsubstantiated claims and that we have received a response from the Human Rights Commission. The Commission advised that the Commission was providing our response to the claimant and that the Commission would close the case based on the fact that conciliation was not going to happen. Unit 11 now has 60 days to file a claim with ACAT. Havelock House also provided a response rebutting Unit 11's claims.

It was advised that the legal costs to respond to the discrimination claim was circa \$15,000 due to the volume of documentation that the legal team waded through in support of our response. Should further legal response be required then costs should be greatly reduced as a consequence to works done to date.

It was noted that the Committee would seek to recover the legal costs through two options including insurance or through suing ACT Housing for negligence in managing their tenant. To further this cause the legal costs to be added to Unit 11's current body corporate costs including RINs valued at approximately \$3,000.

Any new RINs to be issued by LMM to reduce costs to the Committee.

It was further agreed that the Committee was resolute in continuing actions to protect residents from the unwanted attacks and abuse from Unit 11 resident, Laurence Coghlan including proceeding with legal action against ACT Housing for failure to manage their tenant and failure to protect residents of the development.

This action to be delayed until the ACAT Orders providing access to the balcony of Unit 11 for remediation works to be undertaken has been implemented. Further, should insurance decline to cover the remediation works to Unit 9 and 10 (currently estimated to be \$40,000), then costs be passed to ACT Housing.

The resident of Unit 11 has continued to abuse residents and continues to flout body corporate rules including having an unapproved dog on the premises.

2. CCTV

It was agreed that the CCTV installation be undertaken by Esteemed Electrics in accordance with their quote. A scope variation to incorporate additional CCTV and wiring to cover units 17-20. Once scheduled, notifications to all residents are to be sent out including a letterbox drop.

3. Solar Panels to Unit 20

It was agreed that an ACAT claim be prepared by members of the committee including Tom/Fiona and Ross to take action against the solar installer (Solargain). Subject to the outcome, the Owners Corporation may consider funding the relocation of the panels/removal and reimbursement of any panels to the unit owner.

Actions to be undertaken –

- a. It was noted that MV Law's invoice should be settled and seek to recover legal costs as discussed.
- b. Any new RINs to be issued by LMM to reduce costs to the Committee.
- c. Continue legal action against ACT Housing delayed until Unit balcony rectification commenced.
- d. Please issue a RIN in connection to having an unapproved dog on the premises.
- e. Proceed with CCTV installation by Esteemed Electrical including additional CCTV to units 17-20 and notifications to all residents.
- f. BC members to prepare and submit an ACAT claim against Solargain.

With no further items, the meeting closed at 7.30 pm.

MINUTES OF EXECUTIVE COMMITTEE MEETING

UP2809 – JARRAH – 34 Morell Close, Belconnen

Held: On Monday, 25 June 2024 at 5.30 pm.

At: Onsite – Unit 10.

Present: Mr N Forostenko (Unit 10), Mr R Canning (Unit 16), Mrs B Lawrence (Unit 18) and Mr T Arthur (Unit 20).
Mrs L Upton representing LMM Solutions.

Apologies: None.

Chair: Mr N Forostenko chaired the meeting.

Quorum: A standard Executive Committee quorum was present.

Items discussed:

1. **Greetings and apologies.**
2. **Minutes of previous Executive Committee meeting** - agreed as read.
3. **Financials** – discussed with members present – no queries raised.
4. **Matters arising from and since previous meeting –**
 - a. Schematic plan with Hakea – the Manager will follow up with Signlime to obtain an updated installation date.
 - b. Stair nosing – discussed with members present. Agreed to obtain a quote for the installation to all stairs in each stairwell. Once obtained, this will be addressed with the Committee.
5. **Items to discuss –**
 - a. Annual General Meeting:
 - i. Proposed budgets – approved for inclusion in the AGM Notice with amendments.
 - ii. Need to register for GST for income in excess of \$150k – members present agreed to amend the budgets to fall below the ATO requirements – an overall reduction of \$6,505.00 in contributions across the Administrative and Sinking Funds.
 - iii. Audit requirement – members present were advised of the requirement to have financials audited next year (for the FYE 30/6/24) as the contributions and funds held for the financial year will be in excess of \$250k.

- iv. New Strata Management Agreement – discussed and approved by the Committee to include in the AGM Notice.
 - v. Agenda items - reviewed and approved by the Committee.
 - vi. Consideration of additional development Rules - “Smoke alarm” information to be added and included in the AGM Notice for the consideration of all Owners.
- b. Unit 20 solar panels – it was agreed that an ACAT application will be submitted by the Owners Corporation to request that the installers, Solargain, rectify the installation of the panels due to the fact that this has now confirmed that the certification of the Height Safety System (installed when the roof was replaced) is non-compliant – especially considering that the installer would have (should have) used this newly installed HSS. The Manager will assist the Committee with this application.
 - c. Unit 11 Pet and balcony screen applications – approved by the Committee with conditions. This will be advised to Havelock Housing by the Manager to ensure that the tenant complies with the Rules of the development.
 - d. Unit 11 Ongoing concerns – discussed at length with the Committee.

Mr Forostenko advised the Committee of his recent conversation with ACT Housing (Ash Balaretnaraja, Executive Branch Manager, Housing and Homelessness Policy and Programs, ACT Housing) confirmed that both himself and the Manager is open to mediation. Date and time for this meeting still to be advised.

Members present agreed that all avenues will continue to be explored including Rule Infringements, involvement of all parties (ACT Housing, Havelock Housing, the tenant’s legal representatives and advocates, legal litigation and media) to ensure that the safety of all residents is considered paramount to all involved.

The Manager discussed with members present the possibility of legal representation from a couple of different Solicitors. It was agreed that the Manager will contact Susan Proctor (Proctor & Associates) confirming Committee approval for representation and requesting a Cost Disclosure.

6. **General business**

- a. Unit 13 to 16 stairwell – smoke alarm on Level 2 still requires rectification as it is still hanging from the ceiling. The Manager is to request the attendance of ONBFS to rectify.

With no further business the meeting closed at 7.08 pm

Sinking Fund Plan

Jarrah

34 Morell Close , Belconnen, ACT 2616

Scheme Number: 2809



COMPILED BY CHANG HU

**On 25 August 2023 for the
15 Years Commencing: 1 July 2023
QIA Job Reference Number: 192742**

Professional Indemnity Insurance Policy Number 1411189338 PLP
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INTRODUCTION

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

LOCATION

34 Morell Close , Belconnen, ACT 2616

REPORT SUMMARY

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

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

The Sinking Fund Levy per entitlement already set is:	\$41.50
Number of Lot/Unit Entitlements:	1000
Opening Balance:	\$90,517.18
The proposed Sinking Fund Levy per entitlement is:	\$46.51

METHODOLOGY

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

The report will generally categorise costs as follows:

1. Costs that occur in a predictable timeframe, in one tranche or as one project and within the 15 years forecast – a typical example of this kind of cost may be external painting or external door replacement. These items are generally described as straight costs e.g. repaint building or replace door.
2. Costs that occur in a predictable timeframe, in several tranches within the 15 years forecast – a typical example of this kind of cost may be boundary fence replacement, light fitting replacements or tree removal/lopping. These costs are generally described as an ongoing or partial replacement or provision cost.
3. Costs that occur in a predictable timeframe in one tranche or multiple tranches but will be outside the 15 years forecast – a typical example of this would be driveway resurfacing, gutter or downpipe replacements. These costs will only appear as annual accruals in the **Itemised Accruals by Year** section of the report, or may appear as a “partial” provision if there is a need for some allowance in the duration of the report.
4. Costs that are not predictable and may occur in one tranche or multiple tranches – a typical example of this cost is a burst water pipe. These costs are generally shown in the report as a repairs and replacement cost or an allowance.

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

No allowance has been made for interest receivable on the Sinking Fund Account, possible bank charges or tax obligations arising from bank interest.

Future replacement costs have been calculated by assessing the current replacement cost for each item to a standard the same or better than the original. These anticipated costs are increased each year at a rate of 5.0% per annum, this rate is reflective of building price indices which are historically higher than the general inflation rate. A contingency of 10.0% per annum has been applied to anticipated costs and it is applied to each individual cost in the year the cost (e.g. painting) is expected to occur (e.g. 2035), the contingency rate is not an annual compounding cost.

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

We have included a line item called Capital Replacement – General which is a yearly provision for unforeseen and/or unknown capital costs and expenses. This provision will allow Owners to expend funds on items which are not specifically allowed for, without the need to call an Extraordinary General Meeting to raise a special levy to pay for those otherwise unspecified items.

If the amounts provided for are not expended in any one year they will be accumulated to meet expenditures in future years although it has been our experience that some form of capital expenditure occurs every year and not all of it is accounted for via the specific line items in our report.

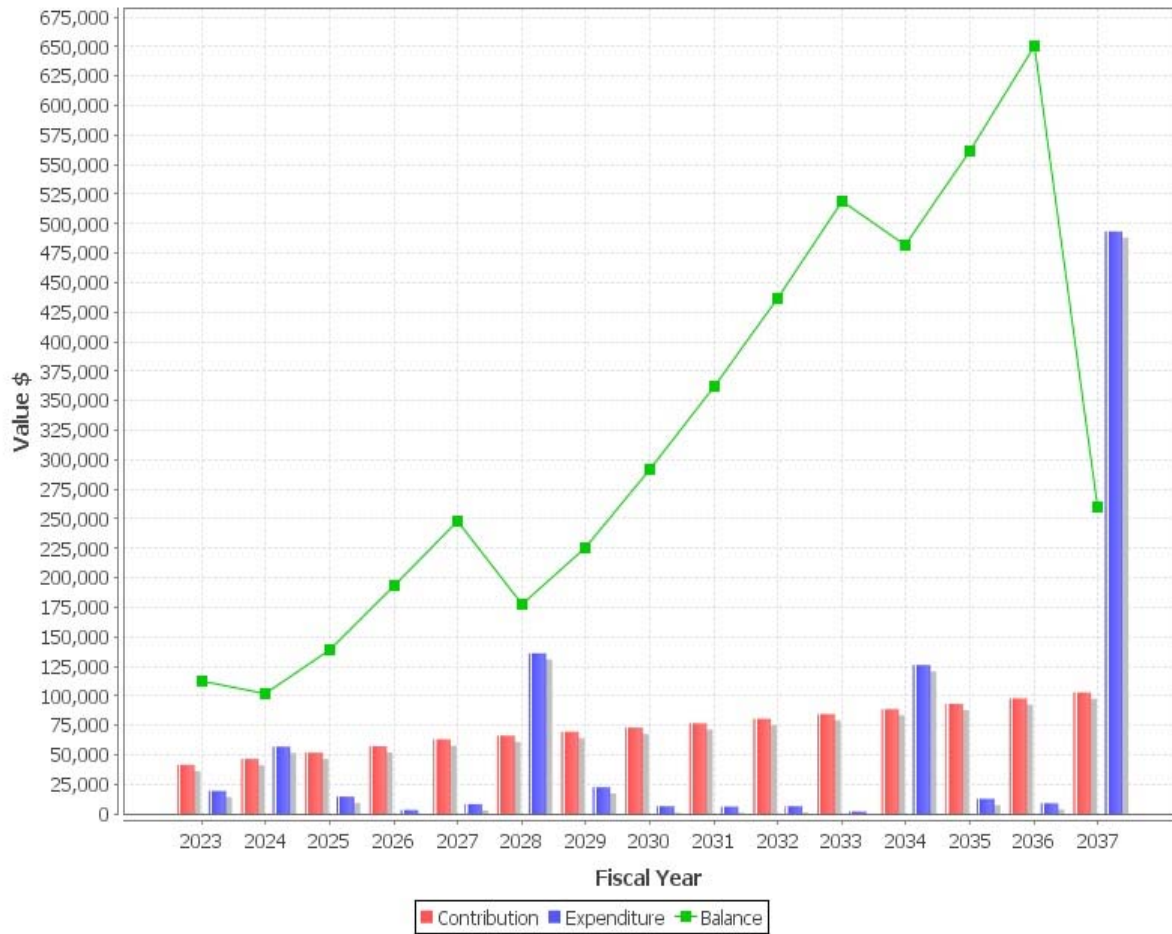
No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

This report assumes that all plant and equipment will be maintained under comprehensive maintenance agreements. Expenditure incurred for maintenance agreements is taken to be covered within the Administrative Fund Budget, as are any smaller items that would be considered routine replacement items.

SINKING FUND FINANCIAL SUMMARY

Year		Opening Balance	Income		Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	01/07/2023	\$90,517	\$41,500	\$41.50	\$19,493	\$112,524
2	01/07/2024	\$112,524	\$46,505	\$46.51	\$56,890	\$102,139
3	01/07/2025	\$102,139	\$51,760	\$51.76	\$14,560	\$139,340
4	01/07/2026	\$139,340	\$57,278	\$57.28	\$3,409	\$193,208
5	01/07/2027	\$193,208	\$63,072	\$63.07	\$8,306	\$247,974
6	01/07/2028	\$247,974	\$66,226	\$66.23	\$136,059	\$178,140
7	01/07/2029	\$178,140	\$69,537	\$69.54	\$22,615	\$225,062
8	01/07/2030	\$225,062	\$73,014	\$73.01	\$6,420	\$291,656
9	01/07/2031	\$291,656	\$76,664	\$76.66	\$6,231	\$362,090
10	01/07/2032	\$362,090	\$80,498	\$80.50	\$6,540	\$436,047
11	01/07/2033	\$436,047	\$84,523	\$84.52	\$2,070	\$518,500
12	01/07/2034	\$518,500	\$88,749	\$88.75	\$126,044	\$481,205
13	01/07/2035	\$481,205	\$93,186	\$93.19	\$12,808	\$561,583
14	01/07/2036	\$561,583	\$97,845	\$97.85	\$8,973	\$650,455
15	01/07/2037	\$650,455	\$102,738	\$102.74	\$493,399	\$259,794

SINKING FUND FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

July 2023	Expense Inc GST
MISCELLANEOUS	
- Provision for planned expenditure in the financial 2023-2024	\$19,493
<u>Total Forecast Expenditure for year - July 2023 (Inc GST):</u>	<u>\$19,493</u>
Includes GST amount of :	\$1,772
July 2024	Expense Inc GST
SUPERSTRUCTURE	
- Repaint Townhouses (units 17-20)	\$39,293
- Capital Replacement - General	\$1,334
BASEMENT	
- Replace main garage door motor	\$1,601
STAIRWELL	
- Repaint walls	\$8,732
- Repaint ceiling	\$3,638
- Repaint door faces	\$2,292
<u>Total Forecast Expenditure for year - July 2024 (Inc GST):</u>	<u>\$56,890</u>
Includes GST amount of :	\$5,172
July 2025	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$1,401
BASEMENT	
- Replace stormwater pumps	\$3,515
DRIVEWAYS, PATHWAYS & PARKING	
- Maintain driveway/pathway 3% of total	\$3,677

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$1,477
- Provision to replace intercom handsets	\$1,772

AMENITIES

- Provision to replace toilet and basin	\$936
---	-------

FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$1,783
--	---------

Total Forecast Expenditure for year - July 2025 (Inc GST): \$14,560

Includes GST amount of : \$1,324

July 2026

Expense
Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$1,471
---------------------------------	---------

FURNITURE & FITTINGS

- Provision to upgrade intercom systems & associated equipment	\$1,939
--	---------

Total Forecast Expenditure for year - July 2026 (Inc GST): \$3,409

Includes GST amount of : \$310

July 2027

Expense
Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$1,544
---------------------------------	---------

BASEMENT

- Repaint line marking	\$2,632
- Repaint door faces	\$1,264

FURNITURE & FITTINGS

- Install/Replace sensors/exits/emergency lighting	\$913
- Provision to replace intercom handsets	\$1,953
<u>Total Forecast Expenditure for year - July 2027 (Inc GST):</u>	<u>\$8,306</u>
Includes GST amount of :	\$755

July 2028Expense
Inc GST**SUPERSTRUCTURE**

- Repaint Apartments (units 1-16)	\$125,762
- Capital Replacement - General	\$1,622

BASEMENT

- Maintain/repair main garage door running gear	\$642
---	-------

EXTERNAL WORKS

- Maintain common pipework	\$2,653
- Repaint bin room	\$737

FURNITURE & FITTINGS

- Maintain signage	\$796
- Ongoing partial replacement of exterior lighting	\$1,710
- Provision to upgrade intercom systems & associated equipment	\$2,137

Total Forecast Expenditure for year - July 2028 (Inc GST): \$136,059

Includes GST amount of : \$12,369

July 2029Expense
Inc GST**SUPERSTRUCTURE**

- Capital Replacement - General	\$1,703
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DRIVEWAYS, PATHWAYS & PARKING

- Maintain bitumen driveway (patchwork)	\$1,857
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FENCING

- Replace timber fencing with colourbond fence	\$7,747
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FURNITURE & FITTINGS

- Provision to replace mail boxes	\$6,338
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- Provision to replace intercom handsets	\$2,153
--	---------

- Provision to replace door closers	\$867
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STAIRWELL

- Maintain floor tiles	\$1,950
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<u>Total Forecast Expenditure for year - July 2029 (Inc GST):</u>	<u>\$22,615</u>
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Includes GST amount of :	\$2,056
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July 2030	Expense
	Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$1,788
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FURNITURE & FITTINGS

- Provision to upgrade intercom systems & associated equipment	\$2,357
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FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$2,275
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<u>Total Forecast Expenditure for year - July 2030 (Inc GST):</u>	<u>\$6,420</u>
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Includes GST amount of :	\$584
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July 2031	Expense
	Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$1,877
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FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$1,979
- Provision to replace intercom handsets	\$2,374
<u>Total Forecast Expenditure for year - July 2031 (Inc GST):</u>	<u>\$6,231</u>
Includes GST amount of :	\$566

July 2032Expense
Inc GST**SUPERSTRUCTURE**

- Capital Replacement - General	\$1,971
---------------------------------	---------

FURNITURE & FITTINGS

- Install/Replace sensors/exits/emergency lighting	\$1,165
- Provision to upgrade intercom systems & associated equipment	\$2,598

FIRE PROTECTION SYSTEMS

- Provision to replace fire hose reel	\$806
<u>Total Forecast Expenditure for year - July 2032 (Inc GST):</u>	<u>\$6,540</u>
Includes GST amount of :	\$595

July 2033Expense
Inc GST**SUPERSTRUCTURE**

- Capital Replacement - General	\$2,070
<u>Total Forecast Expenditure for year - July 2033 (Inc GST):</u>	<u>\$2,070</u>
Includes GST amount of :	\$188

July 2034Expense
Inc GST**SUPERSTRUCTURE**

- Repaint Townhouses (units 17-20)	\$64,004
- Capital Replacement - General	\$2,173

BASEMENT

- Maintain/repair main garage door running gear	\$861
- Replace main garage door motor	\$2,608

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$2,292
--	---------

STAIRWELL

- Repaint walls	\$14,223
- Repaint ceiling	\$5,926
- Repaint door faces	\$3,734

PLANT & EQUIPMENT

- Replace hot water tank	\$2,963
- Provision to replace instant hot water heaters	\$23,705
- Replace circulating pumps	\$3,556

Total Forecast Expenditure for year - July 2034 (Inc GST): \$126,044

Includes GST amount of : \$11,459

July 2035

Expense
Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$2,282
---------------------------------	---------

BASEMENT

- Repaint line marking	\$3,889
------------------------	---------

EXTERNAL WORKS

- Maintain common pipework	\$3,734
----------------------------	---------

FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$2,904
--	---------

Total Forecast Expenditure for year - July 2035 (Inc GST): \$12,808

Includes GST amount of : \$1,164

July 2036	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$2,396
DRIVEWAYS, PATHWAYS & PARKING	
- Maintain bitumen driveway (patchwork)	\$2,614
FURNITURE & FITTINGS	
- Provision to replace door closers	\$1,220
STAIRWELL	
- Maintain floor tiles	\$2,744
<u>Total Forecast Expenditure for year - July 2036 (Inc GST):</u>	<u>\$8,973</u>
Includes GST amount of :	\$816

July 2037	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$2,516
BASEMENT	
- Repaint door faces	\$2,058
DRIVEWAYS, PATHWAYS & PARKING	
- Topcoat bitumen driveway surface in 22 years partial accrual	\$20,581
- Maintain driveway/pathway 3% of total	\$6,603
FENCING	
- Replace powder coated baluster fencing in 17 years partial accrual	\$5,351
FURNITURE & FITTINGS	
- Install/Replace sensors/exits/emergency lighting	\$1,486
- Ongoing partial replacement of exterior lighting	\$2,653

ROOF

- Provision to replace guttering in 17 years partial accrual	\$9,176
- Provision to replace metal roof in 22 years partial accrual	\$428,779
- Provision to replace down pipes in 17 years partial accrual	\$14,195
<u>Total Forecast Expenditure for year - July 2037 (Inc GST):</u>	<u>\$493,399</u>
Includes GST amount of :	\$44,854

ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
MISCELLANEOUS																		
- Provision for planned expenditure in the financial 2023-2024	\$16,877	2023	0	19493														
SUPERSTRUCTURE																		
- Repaint Apartments (units 1-16)	\$85,314	2028	10						125762									
- Repaint Townhouses (units 17-20)	\$32,400	2024	10		39293										64004			
- Capital Replacement - General	\$1,100	2024	1		1334	1401	1471	1544	1622	1703	1788	1877	1971	2070	2173	2282	2396	2516
BASEMENT																		
- Repaint line marking	\$1,875	2027	8					2632								3889		
- Repaint door faces	\$900	2027	10					1264										2058
- Maintain/repair main garage door running gear	\$436	2028	6						642						861			
- Replace main garage door motor	\$1,320	2024	10		1601										2608			
- Replace stormwater pumps	\$2,760	2025	14			3515												
DRIVEWAYS, PATHWAYS & PARKING																		
- Topcoat bitumen driveway surface in 22 years partial accrual	\$9,000	2037	7															20581
- Maintain bitumen driveway (patchwork)	\$1,200	2029	7							1857							2614	
- Maintain driveway/pathway 3% of total	\$2,888	2025	12			3677												6603
EXTERNAL WORKS																		
- Maintain common pipework	\$1,800	2028	7						2653							3734		
- Repaint bin room	\$500	2028	10						737									

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
FENCING																		
- Replace powder coated baluster fencing in 17 years partial accrual	\$2,340	2037	2															5351
- Replace timber fencing with colourbond fence	\$5,005	2029	25							7747								
FURNITURE & FITTINGS																		
- Maintain signage	\$540	2028	15						796									
- Provision to replace mail boxes	\$4,095	2029	25							6338								
- Install/Replace sensors/exits/emergency lighting	\$650	2027	5					913					1165					1486
- Ongoing partial replacement of exterior lighting	\$1,160	2025	3			1477			1710			1979			2292			2653
- Provision to replace intercom handsets	\$1,391	2025	2			1772		1953		2153		2374						
- Provision to upgrade intercom systems & associated equipment	\$1,450	2026	2				1939		2137		2357		2598					
- Provision to replace door closers	\$560	2029	7							867							1220	
AMENITIES																		
- Provision to replace toilet and basin	\$735	2025	20			936												
FIRE PROTECTION SYSTEMS																		
- Provision to replace fire hose reel	\$450	2032	12										806					
- Provision to replace portable fire extinguishers	\$1,400	2025	5			1783					2275					2904		
ROOF																		
- Provision to replace guttering in 17 years partial accrual	\$4,012	2037	2															9176
- Provision to replace metal roof in 22 years partial accrual	\$187,500	2037	7															428779
- Provision to replace down pipes in 17 years partial accrual	\$6,208	2037	2															14195

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
STAIRWELL																		
- Repaint walls	\$7,200	2024	10		8732										14223			
- Repaint ceiling	\$3,000	2024	10		3638										5926			
- Maintain floor tiles	\$1,260	2029	7							1950							2744	
- Repaint door faces	\$1,890	2024	10		2292										3734			
PLANT & EQUIPMENT																		
- Replace hot water tank	\$1,500	2034	12												2963			
- Provision to replace instant hot water heaters	\$12,000	2034	15												23705			
- Replace circulating pumps	\$1,800	2034	12												3556			
Total				19493	56890	14560	3409	8306	136059	22615	6420	6231	6540	2070	126044	12808	8973	493399
Includes GST amount of				1772	5172	1324	310	755	12369	2056	584	566	595	188	11459	1164	816	44854

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
MISCELLANEOUS																		
- Provision for planned expenditure in the financial 2023-2024	\$16,877	2023	0	19493	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SUPERSTRUCTURE																		
- Repaint Apartments (units 1-16)	\$85,314	2028	10	18489	37903	58287	79691	102165	125762	16287	33388	51344	70198	89995	110781	132607	155524	179587
- Repaint Townhouses (units 17-20)	\$32,400	2024	10	19167	39293	5089	10432	16042	21933	28118	34612	41432	48592	56110	64004	8289	16992	26130
- Capital Replacement - General	\$1,100	2024	1	651	1334	1401	1471	1544	1622	1703	1788	1877	1971	2070	2173	2282	2396	2516
BASEMENT																		
- Repaint line marking	\$1,875	2027	8	476	976	1502	2053	2632	407	835	1284	1755	2250	2770	3316	3889	602	1233
- Repaint door faces	\$900	2027	10	229	469	721	986	1264	164	335	516	705	904	1113	1332	1562	1804	2058
- Provision to replace main garage door in 17 years	\$2,650	2039	35	259	530	815	1114	1429	1759	2105	2469	2851	3252	3673	4115	4580	5067	5579
- Maintain/repair main garage door running gear	\$436	2028	6	94	193	298	407	522	642	127	259	399	546	699	861	170	347	534
- Replace main garage door motor	\$1,320	2024	10	781	1601	207	425	654	894	1146	1410	1688	1980	2286	2608	338	692	1065
- Replace stormwater pumps	\$2,760	2025	14	1115	2286	3515	355	728	1119	1530	1962	2415	2891	3391	3915	4466	5044	5652
DRIVEWAYS, PATHWAYS & PARKING																		
- Topcoat bitumen driveway surface in 22 years partial accrual	\$9,000	2037	7	954	1955	3007	4111	5270	6487	7766	9108	10517	11996	13550	15181	16894	18693	20581
- Maintain bitumen driveway (patchwork)	\$1,200	2029	7	228	468	719	983	1260	1551	1857	321	658	1012	1384	1774	2184	2614	452
- Maintain driveway/pathway 3% of total	\$2,888	2025	12	1166	2391	3677	415	850	1308	1788	2292	2822	3378	3961	4574	5218	5893	6603

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
EXTERNAL WORKS																		
- Maintain common pipework	\$1,800	2028	7	390	800	1230	1681	2155	2653	459	940	1446	1977	2534	3119	3734	645	1323
- Replace bin room roller shutter door	\$1,475	2039	35	144	295	454	620	795	979	1171	1374	1587	1810	2044	2290	2549	2820	3105
- Repaint bin room	\$500	2028	10	108	222	342	467	599	737	95	196	301	411	527	649	777	911	1052
FENCING																		
- Replace powder coated baluster fencing in 17 years partial accrual	\$2,340	2037	2	248	508	782	1069	1370	1687	2019	2368	2734	3119	3523	3947	4392	4860	5351
- Replace timber fencing with colourbond fence	\$5,005	2029	25	951	1951	3000	4101	5258	6472	7747	550	1127	1733	2369	3037	3739	4475	5249
FURNITURE & FITTINGS																		
- Maintain signage	\$540	2028	15	117	240	369	504	647	796	77	157	242	330	424	521	624	732	845
- Provision to replace mail boxes	\$4,095	2029	25	778	1596	2454	3355	4301	5295	6338	450	922	1418	1938	2485	3059	3661	4294
- Install/Replace sensors/exits/emergency lighting	\$650	2027	5	165	339	521	712	913	211	432	665	909	1165	269	551	848	1159	1486
- Ongoing partial replacement of exterior lighting	\$1,160	2025	3	469	960	1477	542	1112	1710	628	1287	1979	727	1490	2292	842	1725	2653
- Provision to replace intercom handsets	\$1,391	2025	2	562	1152	1772	953	1953	1050	2153	1158	2374	0	0	0	0	0	0
- Provision to upgrade intercom systems & associated equipment	\$1,450	2026	2	450	922	1418	1939	1042	2137	1150	2357	1267	2598	0	0	0	0	0
- Provision to replace door closers	\$560	2029	7	106	218	336	459	588	724	867	150	307	472	646	828	1019	1220	211
AMENITIES																		
- Provision to replace toilet and basin	\$735	2025	20	297	609	936	75	154	237	324	415	511	611	717	828	945	1067	1195

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
FIRE PROTECTION SYSTEMS																		
- Provision to replace fire hose reel	\$450	2032	12	64	131	202	276	354	436	522	612	707	806	91	186	287	392	502
- Provision to replace portable fire extinguishers	\$1,400	2025	5	566	1159	1783	412	844	1298	1775	2275	526	1077	1657	2265	2904	671	1375
ROOF																		
- Provision to replace guttering in 17 years partial accrual	\$4,012	2037	2	425	872	1341	1833	2350	2892	3462	4061	4689	5349	6041	6769	7532	8334	9176
- Provision to replace metal roof in 22 years partial accrual	\$187,500	2037	7	19871	40735	62642	85645	109798	135158	161787	189747	219104	249930	282297	316283	351968	389437	428779
- Provision to replace down pipes in 17 years partial accrual	\$6,208	2037	2	658	1349	2074	2835	3635	4474	5356	6282	7254	8274	9346	10471	11652	12893	14195
STAIRWELL																		
- Repaint walls	\$7,200	2024	10	4260	8732	1131	2318	3565	4874	6248	7692	9207	10798	12469	14223	1842	3776	5807
- Repaint ceiling	\$3,000	2024	10	1775	3638	471	966	1485	2031	2603	3205	3836	4499	5195	5926	767	1573	2419
- Maintain floor tiles	\$1,260	2029	7	239	491	755	1032	1323	1629	1950	337	691	1062	1453	1862	2292	2744	474
- Repaint door faces	\$1,890	2024	10	1118	2292	297	609	936	1280	1640	2019	2417	2835	3273	3734	484	991	1524
PLANT & EQUIPMENT																		
- Replace hot water tank	\$1,500	2034	12	186	382	587	802	1029	1266	1516	1778	2053	2341	2645	2963	334	685	1054
- Provision to replace instant hot water heaters	\$12,000	2034	15	1489	3053	4695	6419	8229	10130	12126	14221	16422	18732	21158	23705	2284	4682	7200
- Replace circulating pumps	\$1,800	2034	12	223	458	704	963	1234	1520	1819	2133	2463	2810	3174	3556	401	822	1265
TOTAL ACCRUALS				79268	105613	156450	219620	281723	219265	265246	329418	397308	467314	544212	501079	574945	656969	259126

* Bold blue items listed above are expense items that occur in that year.

REPORT INFORMATION

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

Every endeavour has been undertaken to accurately compile a budget for the maintenance, repair, renewal or replacement of the items of a non-routine nature that have been identified in this report. However as there is no definitive scope of works for maintenance, repair, renewal or replacement of the items contained in this report it is expected that if said items were put to tender, the quotations received would vary significantly dependent upon the timing and scope of works to that will be undertaken. For this reason it is recommended that several quotations are sourced as far in advance of any anticipated work as possible.

The installation date, present condition and estimated life of each item is determined at the time of the site inspection from a visual inspection, the age of the building (where this information is provided) and any other relevant information provided by the Owners at the time of inspection. This information is then communicated in the report by way of nominated total life cycle in comparison with expected remaining life. The life cycles of each of the items will vary depending upon where the building is located, for example buildings near a salt environment tend to have a lesser life cycle and a higher maintenance requirement.

This Sinking Fund 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 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, estimate the quantities of same, identify the plant and equipment in the common areas of the building and make a recommendation as to the timing of the repairs and replacements identified for restorative purposes only. The inspection did not include breaking apart, dismantling, removing or moving any element of the building and items located on the common property.

The report does not and cannot make comment upon: defects that may have been concealed; the assessment of which may rely on certain weather conditions and the presence or absence of timber pests. The report will allow for ordinary inclusion, but does not consider or make recommendations as to 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.

AREAS NOT INSPECTED

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





Insurance Valuation Report

For

Jarrah

34 Morell Close, Belconnen, ACT, 2616

Scheme Number: 2809



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 224673

25 August 2025

Professional Indemnity Insurance Policy Number 96 0968886 PLP

PO Box 1280,
Beenleigh QLD 4207

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QIA Group Pty Ltd
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SECTION 2 – INSURANCE VALUATION REPORT

2.1 Reinstatement Cost Assessment Value

The Reinstatement Cost Assessment Value represents the 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 Reinstatement Cost Assessment Value also estimates the professional fees associated with compilation of design documentation and drafting of plans.

2.2 Loss of Revenue

The Insurance Valuation represents reinstatement 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 including:

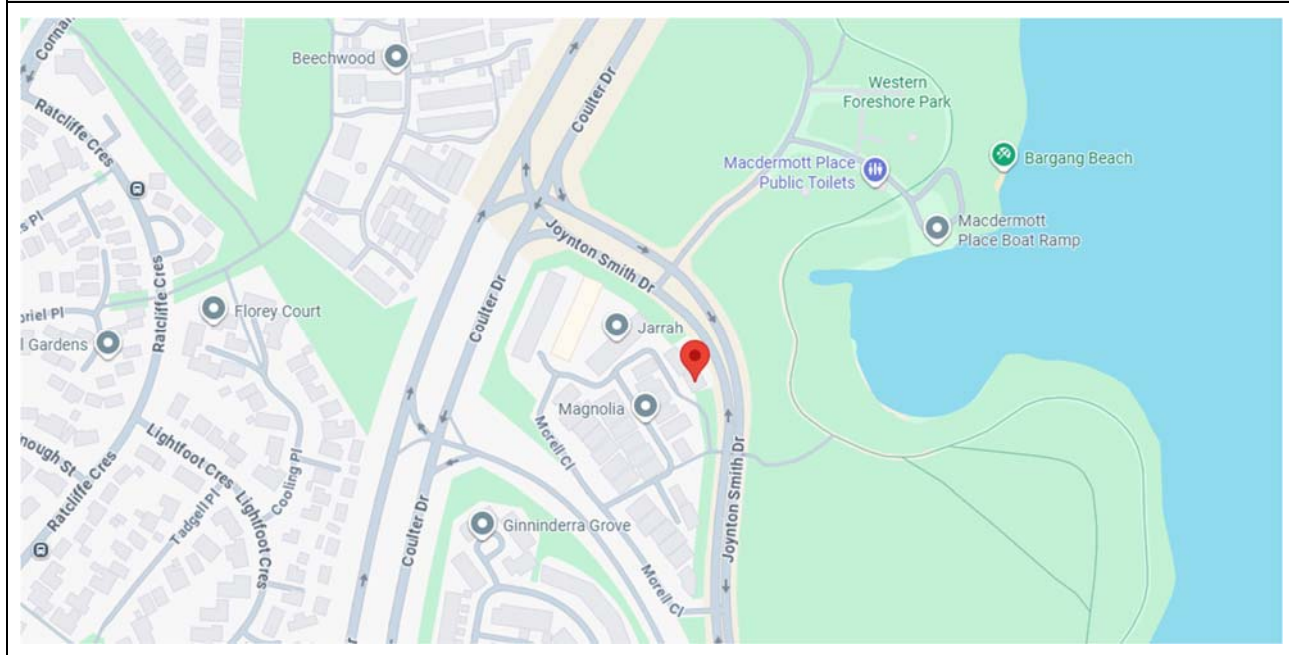
- Estimated Cost of constructing a similar building on the same site.
- Allowance for cost escalation during the claim settlement period and time for planning, calling tenders, and fit out.
- Professional and authority fees relating to the demolition, and the new building.
- Costs of making the damaged building safe, demolition and site clearance.
- Cost Escalation in the likely time lapse between the building insurance anniversary date and the date of the event which triggers a reinstatement event.

NB

No allowance has been made for short term price escalations that may eventuate due to a declared catastrophe. Insurers will provide cover for these circumstances upon request, based on the sum insured recommended in this report.

2.6 Valuation	
Replacement Building and Improvements Cost:	\$12,320,000
Allowance for Cost Escalation during the following:	
Demolition, Design and Documentation:	9 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	12 Months
Calculated at 6% per annum over the relevant period	\$924,000
Progressive Subtotal:	\$13,244,000
Professional Fees:	\$1,060,000
Progressive Subtotal:	\$14,304,000
Demolition and Removal of Debris:	\$493,000
Progressive Subtotal:	\$14,797,000
Cost Escalation for Insurance Policy Lapse Period:	\$859,000
Progressive Subtotal:	\$15,656,000
Reinstatement Cost Assessment Value:	\$15,656,000 (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 were 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: Concrete Timber framed.

3.4.1.2 WALL STRUCTURE

EXTERNAL WALL CONSTRUCTION: Brick & cement sheet.

EXTERNAL WALL FINISHES: Rendered.

3.4.1.3 ROOF STRUCTURE

ROOF CONSTRUCTION: Flat deck.

ROOFING: 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 was 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, except for the above, without written consent of QIA Group Pty Ltd.
- This report is not an engineering survey of improvements or status of the building and its contents.
- This report is only for insurance replacement purposes, and not an evaluation of the market value of the property.
- Structural or ground improvements to exclusive use areas are the responsibility of the owners and should be insured by the relevant owner.

3.7 EXCLUSIONS

An Insurance Valuation Report does not cover or deal with:

- Any 'minor fault or defect';
- Solving or providing costs for any rectification or repair work.
- The structural design or adequacy of any element of construction.
- Detection of wood destroying insects such as termites and wood borers.
- Any rationalisation or modernisation of services including building, engineering (electronic), fire and smoke detection or mechanical.
- A review of occupational, health or safety issues such as asbestos content, or the provision of safety glass or swimming pool fencing.
- Whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws; and
- Whether the ground on which the building rests has been filled, is liable to subside, is subject to landslip, earthquakes or tidal inundation, or if it is flood prone.

SECTION 4 – SITE PHOTOGRAPHS



Issue date: 17/04/26

Certificate of Currency

This document certifies that the policy referred to below is currently intended to remain in force until 4.00pm on the expiry date shown below and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions or the provisions of the "Insurance Contracts Act, 1984".

INSURED: The Owners for Unit Plan 2809

POLICY NUMBER: ISRSC/0006534

PERIOD OF INSURANCE: 18/04/26 expiring 18/04/27 At 4pm Local Time

INTERESTED PARTY(S):

DESCRIPTION OF INSURED BUSINESS: Residential Strata

SITUATION OF RISK: 34 Morell Close, BELCONNEN, ACT, 2617

SECTION 1: Building and Common Contents

Total BSI	\$18,355,847
IIS Share %	100.00000000%
Buildings	\$18,355,847
Sub Section 5.1-5.10 Combined	\$4,588,962
Catastrophe	\$2,753,377
Lot Owners Paint & Wallpaper	Insured
Floating Floorboards	Insured
Lot Owners Fixtures & Fittings	Insured
Flood	Insured
Common Contents	\$183,558
Loss of Rent	\$2,753,377

SECTION 2: Public Liability

\$20,000,000

SECTION 3: Voluntary Workers Personal Accident

Death & Disablement	Insured
Weekly Benefits	Insured

SECTION 4: Fidelity Guarantee

\$100,000

SECTION 5:	<u>Equipment Breakdown</u>	
		\$100,000
SECTION 6:	<u>Office Bearers' Liability</u>	
		\$5,000,000
SECTION 7:	Government Audit Costs, Workplace Health and Safety Breaches and Legal Expenses	
	(a) Government Audit Costs	\$30,000
	(b) Workplace Health and Safety Breaches	\$150,000
	(c) Legal Defence Expenses	\$50,000
INSURER:	Certain Underwriters at Lloyd's	

This certificate has been arranged by us in our capacity as agents for the insurer/s named above. It does not reflect in detail the policy terms or conditions and merely provides a very brief summary of the insurance that is, to the best of our knowledge, in existence at the date we have issued this certificate. If you wish to review the details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy contract.

DISCLAIMER - In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy or in accordance with the terms of the Insurance Contracts Act 1984. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration or cancellation to the policy of insurance.

This policy is issued by INSURANCE INVESTMENT SOLUTIONS PTY LTD trading as isStrata.

MINUTES OF EXECUTIVE COMMITTEE MEETING

UP2809 – JARRAH – 34 Morell Close, Belconnen

Held: On Monday, 2 December 2024 at 5.30 pm.

At: Onsite – Unit 12.

Present: Mr N Forostenko (Unit 10), Mr R Canning (Unit 16), Ms F Gourlay (Unit 17), Mrs B Lawrence (Unit 18) and Mr T Arthur (Unit 20).
Mrs L Upton representing LMM Solutions.

Apologies: None.

Chair: Mr N Forostenko chaired the meeting.

Quorum: A standard Executive Committee quorum was present.

Items discussed:

1. **Greetings and apologies.**
2. **Minutes of previous Executive Committee meetings** - agreed as read.
3. **Financials** – discussed with members present – no queries raised.
4. **Matters arising from and since previous meeting** –
NBN installation. The Manager confirmed that all units, except Unit 11, were completed and that information had been provided to all Owners, Property Managers and residents (for those whose details are registered).
5. **Items to discuss** –
 - a. Unit 11 Resolution – including:
 - i. Approval to reimburse RIN fees totalling \$2,915.00 paid from the Administrative Fund.
 - ii. On charging of costs to the Owners of Unit 11 which were incurred to clean the stairwell for Units 9 to 12 following the repeated visits to remove the residents belongings.
 - iii. The balcony repairs have finally been completed. Updated quotes need to be obtained for the repairs to Unit 9 and for the flooring of Unit 10. Assessment required to determine whether this would be claimed under insurance or charged to the owner of Unit 11. The great news is that following recent rains, the residents of Unit 10 have confirmed that there were no leaks.

- iv. Confirmed with the Committee that the invoice (already paid totalling \$2,124.00) was for the disconnection of the units only. Advice provided by the contractors reads:
"Attend and pump down two non-working units from Unit 11 on 27 September 2024. Found small unit disassembled (high wall) with power cord cut off. Both units will need replacement. Quote for replacement of units sent separately. Two people, 3 hours, site difficulty mainly with biohazard (dog excrement everywhere) which aggravated the situation and made the work more difficult."
- v. The Manager has contacted the OC insurer advising that the claim made by the resident of Unit 11 to the Human Rights Commission (HRC) was dismissed. This means that the "notice of potential claim" needs to be removed. However, as the HRC only formalised this on 25 November 2024, 60 days allowance is provided to the complainant to make application to ACAT. The Manager has made note in February 2025 to formalise the closure of this complaint with the insurer.
- vi. Outstanding Unit 11 levies - bad debt was discussed and noted that Unit 11's last two OC fees were outstanding including additional costs associated with legal fees to represent the OC against the frivolous discrimination claim at the HRC. Further, as part of the negotiated outcome to relocate the resident of Unit 11, the Committee forgave the RINs owed by the landlord. It should be noted that these RINs are still a debt owed by the OC to LMM. A copy of the levy account has been provided to Housing ACT as they are the landlord.

b. Unit 20 Solar panel installation and rectification –

As Owners may remember, solar panels were installed to the roof of Unit 20. This was undertaken by Solargain. Following installation, it was determined by the Height Safety System (HSS) company installed the panels over the roof anchors, thus leaving the entire HSS unable to be certified.

The owner of Unit 20 wrote to Solargain explaining the situation and requesting that they rectify to ensure that the HSS could be certified. They refused to rectify stating that the HSS was approved by the Committee and was installed as per their submission.

The Manager recently inspected this and provided photos to the Committee of the submitted application, showing the installation location of the panels, compared to what was actually installed. Please see attached. Basing the complaint raised with Solargain that they "installed what was approved by the Committee" is incorrect – as clearly shown.

The Committee requested dates of HSS installation, solar panel installation application and approval, to be able to compare this with the date of installation. This will be taken back to Solargain for their further advice. Also, and with great importance, as there was a HSS installed on the roof at the time of solar panel installation, what did their installers use to connect to ensure their adherence to WHS policy? This will be queried with Solargain.

Unit 20 is continuing to seek a resolution with Solargain either directly or through ACAT to rectify the issues and allow certification of the roof safety system. Until the issue is resolved, the safety system remains uncertified for use and as such any roof-related works will need to be delayed until the system is certified. Note, that the owner as per the signed application for the works approval remains liable for the works and rectification required.

- c. CCTV installation – including:
 - i. Placement of cameras and imagery. The Chair wanted to demonstrate the cameras and imagery to the other members in attendance however the system was down at the time of the meeting (this has since been rectified).
 - ii. Additional cost of power to garbage room, at a cost of \$749.28, was approved – the contactor has been provided a Work Order to proceed with installation.
 - iii. Variation of works was discussed with the members present. This was for the installation of a light pole and installation outside Unit 20 (at the end of the street) at a cost of \$7,267.63. The members present agreed to put on hold until imagery can be provided to members of the currently installed camera at the corner (near the visitors car spaces).
 - iv. The members present agreed that only the chair and LMM will have access to the CCTV footage. This is to ensure both residents and Committee members are safeguarded from privacy complaints. Footage requests would be submitted by ACT Policing (when required). Any other requests must initially be addressed to LMM and considered by the Committee prior to providing to the requestor.
- d. Stair nosing installation –
The cost for installation totals \$8,996.43. The Manager confirmed that it was difficult to find a contractor who would quote for this work. The members agreed that this would not proceed at this point in time.
- e. Fence replacement with Magnolia Mews owner –
Approval granted to pay the agree \$2,708.45 for the completed work.
- e(i). Transfer of internet connection to NBN –
Discussed however the Committee agreed that this is not required at this point in time.
- f. Return of monies held in trust with MV Law -
The Committee agreed for the \$2,634.50 held in trust should not be returned until the 60 days (refer 5.a.v.) has passed. The Manager will advise MV Law.

6. **General business**

- a. Plant removal –
Members present agreed to obtain a quote for the following gardening works:
 - i. Replacement of the woody 'past their use by' date callistemons at the Joynton Smith end of the apartments with suggested suitable replacement hedging plants;
 - ii. The removal of woody Callistemons north and south walls of the townhouses; and
 - iii. The choking agapanthus along the main road (in front of the unit building).

The quote to be forwarded to the Committee for approval and planting in early autumn.
- b. Dumped items in common property cage –
The Manager received a report and request from an Owner for the cleaning out of the common property cage located in the basement. It is reported that there are 5 bikes and a bed head in there, collecting dust.

The Manager has requested a photo after which they will email all Owners, Property Managers and residents (if details are available) requesting that if these items belong to them, that they confirm with the Manager within 7 days otherwise these items will be disposed of.

c. Bollard lights at the end of Morell Close –

Report that there are couple of lights not working. The Manager will organise for electrician attendance to inspect and rectify.

7. Next Committee Meeting.

Monday, 24 February 2025 at 5.30 pm. Venue to be confirmed.

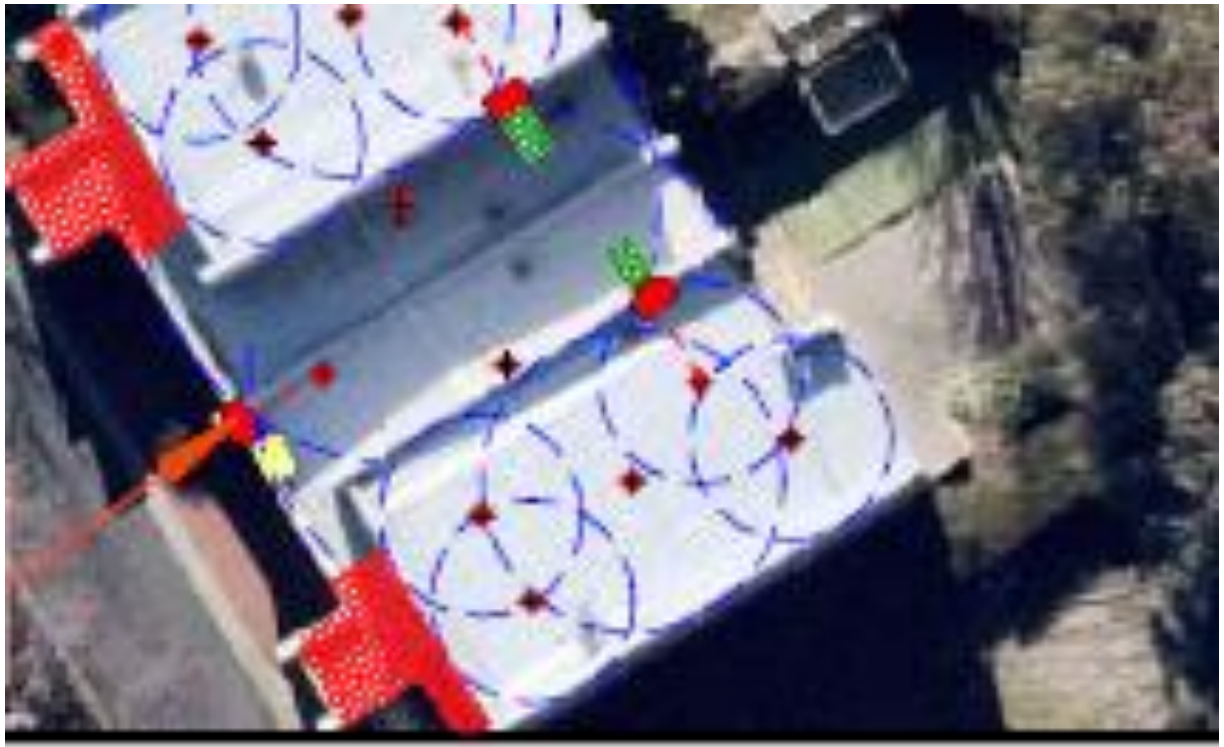
With no further business the meeting closed at 7.04 pm

UP2809 – Unit 20 Solar panels

ACTMAPI Imagery



Panel Inverter



FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★★☆☆☆ **5.5 STARS**
in Climate: 24

SCORE: 16 POINTS

Name: Thomas Arthur

Ref No: 47011

House Title: Unit 20, Block 9, Section 157

Date: 16-06-2026

Address: Unit 20 of 34 Morell Close

Belconnen

2617

Reference: C:\REPORTS\...\MORELL CLOSE BELCONNEN 20 OF 34

IMPROVING YOUR RATING

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

Star Rating	POOR			AVERAGE				GOOD				V. GOOD
	0 Star	★	★★	★★★	★★★★	★★★★★	★★★★★★	★★★★★★★	★★★★★★★★	★★★★★★★★★	★★★★★★★★★★	
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	16											
Potential	23											

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 & Pelmets 7

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 20, Block 9, Section 157, Unit 20 of 34 Morell Close, Belconnen

Assessor's Name: Kelly Hill

			Points			
Feature	Winter	Summer	Total			
CEILING	6	-1	5			
Surface Area: 16	Insulation: -10					
WALL	0	0	1			
Surface Area: -3	Insulation: 4	Mass: 0				
FLOOR	9	1	11			
Surface Area: 4	Insulation: -4	Mass: 11				
AIR LEAKAGE (Percentage of score shown for each element)	5	0	5			
Fire Place 0 %	Vented Skylights 0 %					
Fixed Vents 0 %	Windows 33 %					
Exhaust Fans 20 %	Doors 34 %					
Down Lights 0 %	Gaps (around frames) 13 %					
DESIGN FEATURES	0	1	1			
Cross Ventilation 1						
ROOF GLAZING	0	0	0			
Winter Gain 0	Winter Loss 0					
WINDOWS	-4	-12	-15			
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
ENE	15	12%	-17	19	-6	-4
WSW	12	9%	-16	10	-5	-11
Total	27	21%	-32	29	-12	-15

* 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 0 points	Winter	Summer	Total
RATING ★★☆☆☆	SCORE 17	-10	16*

* includes 9 points from Area Adjustment

Detailed House Data

House Details

ClientName Thomas Arthur
HouseTitle Unit 20, Block 9, Section 157
StreetAddress Unit 20 of 34 Morell Close
Suburb Belconnen
Postcode 2617
AssessorName Kelly Hill
FileCreated 16-06-2026
Comments Class A Building Assessor
Lic No. 2022178

Climate Details

State
Town Canberra
Postcode 2600
Zone 24

Floor Details

<u>ID</u>	<u>Construction</u>	<u>Sub Floor</u>	<u>Upper</u>	<u>Shared</u>	<u>Foil</u>	<u>Carpet</u>	<u>Ins RValue</u>	<u>Area</u>
1	Timber	NA	Yes	No	No	Carp	R0.0	54.3m ²
2	Timber	NA	Yes	No	No	Tiles	R0.0	14.5m ²
3	Concrete Slab on ground	No Subfloor	No	No	No	Carp	R0.0	33.2m ²
4	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R0.0	36.2m ²

Wall Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Ins RValue</u>	<u>Length</u>	<u>Height</u>
1	Brick Veneer	No	R1.5	24.5m	2.7m
2	Weatherboard	Yes	R1.5	10.5m	2.7m
3	Brick Veneer	No	R1.5	23.6m	2.7m
4	Weatherboard	Yes	R1.5	2.0m	2.7m

Ceiling Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Foil</u>	<u>Ins RValue</u>	<u>Area</u>
1	Attic - Standard	No	No	R1.5	69.4m ²

Window Details

<u>ID</u>	<u>Dir</u>	<u>Height</u>	<u>Width</u>	<u>Utility</u>	<u>Glass</u>	<u>Frame</u>	<u>Curtain</u>	<u>Blind</u>	<u>Fixed & Adj Eave</u>	<u>Fixed Eave</u>	<u>Head to Eave</u>
1	ENE	2.4m	2.7m	No	SG	ALIMPR	CP	Yes	2.4m	1.5m	0.2m
2	ENE	1.8m	0.6m	No	SG	ALIMPR	CP	No	0.0m	0.0m	0.0m
3	WSW	1.5m	2.1m	No	SG	ALIMPR	CP	Yes	1.5m	0.0m	0.0m
4	WSW	1.5m	2.1m	No	SG	ALIMPR	CP	Yes	1.5m	0.0m	0.0m
5	WSW	2.1m	1.8m	No	SG	ALIMPR	CP	No	0.0m	0.0m	0.0m
6	WSW	2.1m	0.4m	No	SG	TIMB	CP	No	1.2m	1.2m	0.3m
7	WSW	2.1m	0.4m	No	SG	TIMB	CP	No	1.2m	1.2m	0.3m
8	ENE	2.1m	2.6m	No	DG2	ALIMPR	CP	No	1.7m	1.7m	0.5m
9	ENE	1.2m	1.4m	No	SG	ALIMPR	CP	No	0.0m	0.0m	0.0m
10	ENE	0.9m	0.6m	Yes	SG	ALIMPR	NC	No	0.0m	0.0m	0.0m

Window Shading Details

<u>ID</u>	<u>Dir</u>	<u>Height</u>	<u>Width</u>	<u>Obst Height</u>	<u>Obst Dist</u>	<u>Obst Width</u>	<u>Obst Offset</u>	<u>LShape Left Fin</u>	<u>LShape Left Off</u>	<u>LShape Right Fin</u>	<u>LShape Right Off</u>
1	ENE	2.4m	2.7m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	1.5m	0.8m
2	ENE	1.8m	0.6m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	1.5m	4.5m
5	WSW	2.1m	1.8m	0.0m	0.0m	0.0m	0.0m	0.6m	0.2m	1.1m	0.2m
6	WSW	2.1m	0.4m	0.0m	0.0m	0.0m	0.0m	1.6m	0.2m	1.6m	1.3m
7	WSW	2.1m	0.4m	0.0m	0.0m	0.0m	0.0m	1.6m	1.2m	1.6m	0.2m
8	ENE	2.1m	2.6m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	1.5m	0.8m
9	ENE	1.2m	1.4m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	1.5m	5.2m

10 ENE 0.9m 0.6m 0.0m 0.0m 0.0m 0.0m 0.0m 0.0m 1.5m 5.2m

Zoning Details

Is there Cross Flow Ventilation ? Good

Air Leakage Details

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

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	3	0
Downlights	0	0
Skylights	0	0
Utility Doors	0	2
External Doors	0	1

Unflued Gas Heaters 0
Percentage of Windows Sealed 98%
Windows - Average Gap Small
External Doors - Average Gap Small
Gaps & Cracks Sealed Yes

Rater Comments

House Details

ClientName	Thomas Arthur
HouseTitle	Unit 20, Block 9, Section 157
StreetAddress	Unit 20 of 34 Morell Close
Suburb	Belconnen
Postcode	2617
AssessorName	Kelly Hill
FileCreated	16-06-2026

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' will take into account windows that already have Heavy Drapes and Pelmet 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.

Energy Efficiency Rating **FACT** Sheet

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 new homes - (2nd Generation Software) and
 - one is for established homes – (1st Generation Software)

Residential Reports (and all other companies preparing reports for the sale of a property) uses 1st Generation Software.

- The consumption of energy in the home for heating, cooling, hot water or lighting and other appliances **IS NOT** considered 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 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 access for a visual sighting is now required to verify the existence and rating of insulation.

When you engage Residential Reports to complete your EER you have the peace of mind of knowing the Inspector undertaking your assessment is licensed in the ACT as a Class A Energy Assessor and your Energy Rating is calculated using software approved by the ACT Government.

Further information is available via the Environment, Planning and Sustainable Development Directorate
http://www.planning.act.gov.au/topics/design_build/design-and-siting/energy_ratings



Certificate of Currency

- Policy Number** BP20200022
- Item 1 **The Insured:** Residential Reports Pty Ltd
- Item 2 **Address:** 35 Poynton Street
HUGHES ACT 2605
- 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 (AS3660.2)
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:**
Civil Liability Professional Indemnity
- | | | |
|-----------------------------|-------------|------------------------------------|
| 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 | |
- Public Liability**
- | | |
|-----------------|--------------|
| 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 Bisso, Manager

This Certificate of Currency indicates policy cover effective as at the date of issue only

PAID

Tax Invoice



Inspection Number 47011

Please ensure this number is used when making payment

18 May 2026

Thomas Arthur


For the Property at: 20/34 Morell Close Belconnen ACT 2617

NO PAY UPFRONT FIRST RATE ENERGY EFFICIENCY RATING PACKAGE	
First Rate Energy Efficiency Inspection & Report	372.73
Access Canberra EER Lodgement Fee (no GST)	41.00
Subtotal	413.73
Total GST	37.27
TOTAL INC GST	\$451.00

Thank you for your business

**We offer comprehensive Pest Management Solutions!
Call now to book your regular Pest Control Service**

No Pay Package Conditions: The Residential Reports 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: 47011
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: 47011 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

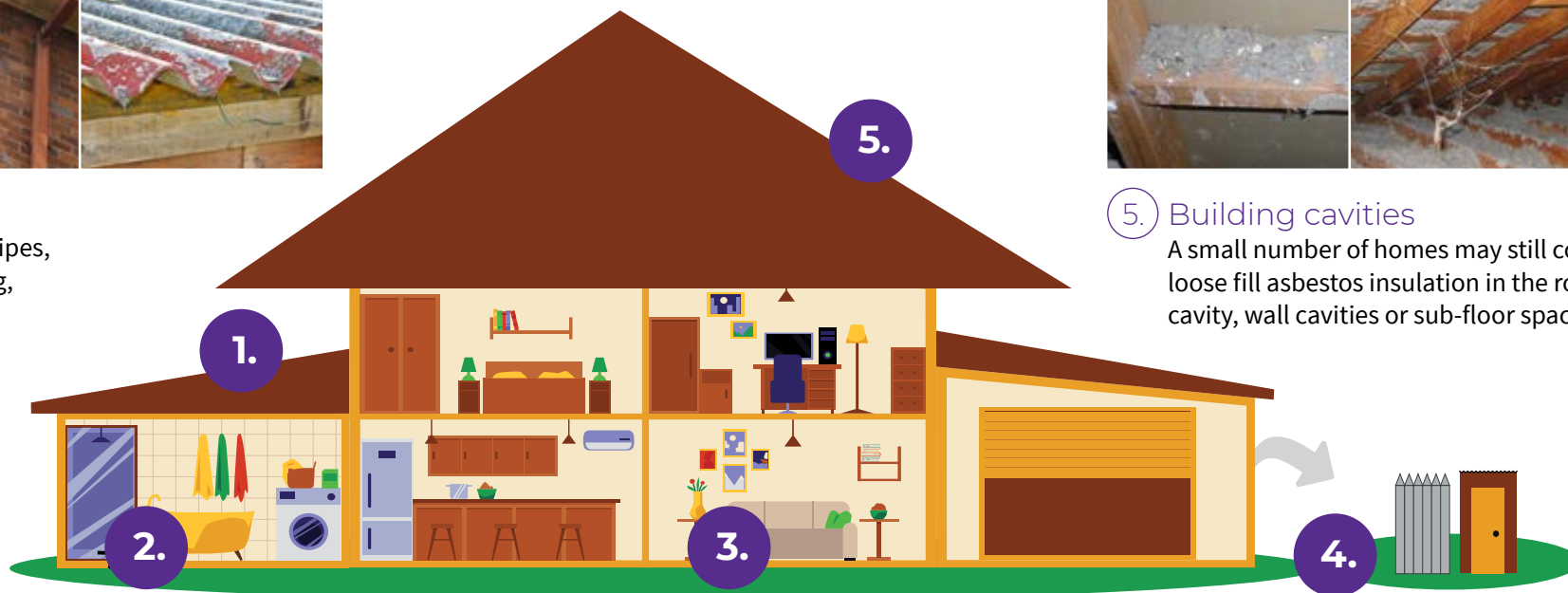
Member- Master Builders Association & The Australian Environmental Pest Managers Association

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.

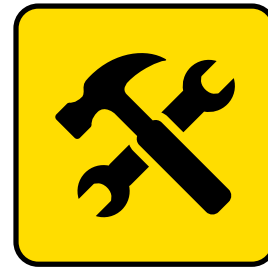
Asbestos materials become dangerous when:



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.