

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		7	202	2	8	Reid
		and known as 7/11 Doonkuna Street, Reid ACT 2612				
Seller	Full name	JOHN LEWIS WARHURST AND JOAN WARHURST				
	ACN/ABN					
	Address	Argyle Square, 7/11 Doonkuna Street, Reid ACT 2612				
Seller Solicitor	Firm	Elringtons Lawyers				
	Email	kwang@elringtons.com.au				
	Phone	02 6206 1300	Ref	262257		
	DX/Address	6A Thesiger Court, Deakin, ACT 2600				
Stakeholder	Name	Hive Property (act) Pty Ltd				
Seller Agent	Firm	Hive Property (ACT) Pty Ltd				
	Email	hello@hiveproperty.co				
	Phone	02 6182 1802	Ref	Samantha Linsdell & Leanne Palmer		
	DX/Address	Level 1, 4 Campion Street, DEAKIN ACT 2600				
Restriction on Transfer	Mark as applicable	☒ Nil ☐ section 370 ☐ section 280 ☐ section 306 ☐ section 351				
Land Rent	Mark one	☒ Non-Land Rent Lease ☐ Land Rent Lease				
Occupancy	Mark one	☒ Vacant possession ☐ Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents.				
Goods	Description	Fixed floor coverings, window treatments and light fittings as inspected.				
Date for Registration of Units Plan						
Date for Completion On or before 30 days from the date of this contract.						
Electronic Transaction? ☐ No ☒ Yes, using Nominated ELN: PEXA						
Land Tax to be adjusted? ☐ No ☒ Yes						
Residential Withholding Tax	New residential premises?		☒ No		☐ Yes	
	Potential residential land?		☒ No		☐ Yes	
	Buyer required to make a withholding payment?		☒ No		☐ Yes (insert details on p.3)	
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?		☐ No		☐ Yes	
	Clearance Certificates attached for all the Sellers?		☐ No		☐ 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)				
	Balance	☐ Deposit by Instalments (clause 52 applies)				
Date of this Contract						

Co-Ownership	Mark one (show shares)	☐ Joint tenants	☐ 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	Signature Strata	Phone	6185 0347
Address	Unit 17/11 National Circuit, Barton ACT 2600		

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?	☐ No ☐ 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 7 11 Doonkuna Street
Block 2 Section 8 Reid
7/11 Doonkuna Street, Reid ACT 2612

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.

For more information, visit www.worksafe.act.gov.au or call Access Canberra contact centre – 13 22 81
If you need interpreting help, telephone the Translating and Interpreting Service on 131 450

*Advice based on the Asbestos Safety
and Eradication Agency's residential
asbestos disclosure research.

Additional clauses forming part of this contract ("Special Conditions")

Dated:

BETWEEN: JOHN LEWIS WARHURST AND JOAN WARHURST

(*Seller*)

AND:

(*Buyer*)

DEFINITIONS

The following definitions apply to the terms used in these Special Conditions:

Asbestos is defined in the Dangerous Substances Act 2004 (ACT);

Authority means any government or any governmental, semi-governmental, local government, administrative, fiscal or judicial body, department, committee, commission, authority, tribunal, agency, minister, statutory body or entity and any utility and includes the Planning and Land Authority;

Contract means this contract including the Printed Terms, these Special Conditions and any other annexures or attachments;

Printed Terms means the printed terms of the Law Society of the Australian Capital Territory Contract for Sale of Land numbered 1 to 53 forming part of this Contract; and

Special Conditions means these additional clauses forming part of this Contract.

54. VARIATION TO PRINTED TERMS

The Printed Terms are amended by deleting the reference to "5%" within clause 17.1.1(a) and replacing it with "\$1.00".

55. INCONSISTENCIES

If there is any inconsistency between these Special Conditions and the Printed Terms numbered 1 to 53, the provisions of the Special Conditions shall prevail.

56. BUYER ACKNOWLEDGEMENTS

- (a) The Buyer acknowledges by their execution hereof that they are purchasing the Property and the Land in its current state and condition at the Date of this Contract, with all Improvements thereof including fixtures, fittings and inclusions in their present condition and state of repair. The Seller shall not be required to carry out or effect any repairs or renovations which after the date hereof may be ordered by a Government Authority or officer thereof.
- (b) The Buyer acknowledges that they have, in entering into this Contract, not relied upon any statement, representation, warranty or condition made or given by the Seller or any one on their behalf in respect of the subject matter of this Contract other than those that are expressly herein contained.
- (c) Notwithstanding anything in this Contract to the contrary, the Buyer accepts:
 - (i) any encroachment by or upon the Land;
 - (ii) that the fence or boundary erections (if any) may not stand on the correct boundaries;
 - (iii) any heritage significance of the Land and Improvements under the heritage provisions of the Planning Act;
 - (iv) the nature, location, availability, condition, existence of any Service (or lack thereof);
 - (v) the fitness for purpose of the Land or Property for any particular purpose;
 - (vi) the development potential of the Land or Property (or lack thereof);
 - (vii) the presence of Asbestos (as defined in the *Dangerous Substances Act 2004* (ACT)), contaminants or other substances on the Land or in the improvements which may lead to the land being Contaminated (as defined in the *Environment Protection Act 1997* (ACT)).

- (d) The Buyer may not make any requisition, objection, claim for compensation or delay completion in respect of the matters raised in this clause 56.

57. ADJUSTMENT OF LAND CHARGES

If completion does not occur by the Date for Completion due solely to the delay or default of the Buyer then the adjustment of all Land Charges, excluding income, under clause 8.1.1 of the Printed Terms must be adjusted from the Date for Completion rather than the actual date of completion.

58. SPECIAL WATER METER READING

If the Buyer or their solicitor fails to provide the Seller Solicitor with an Icon Water Special Water Meter Reading Certificate for the Property (the "Certificate") more than three (3) Business Days prior to the Date for Completion then no adjustment will be made on completion for any amount shown on the Certificate and notwithstanding clause 8.4 of the Printed Terms the Buyer will not be entitled to retain any amount from the Balance of the Price or the Deposit to pay or adjust any amount shown on the Certificate.

59. AGENT

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

60. ELECTRONIC TRANSACTION

60.1 For the purposes of this clause 60:

- (a) **Platform** means an electronic signing exchange or conveyancing platform specified by the Seller or Seller Solicitor from time to time, by written notice to the Buyer.

60.2 Generally, and for the purposes of:

- (a) the *Electronic Transactions Act 2001* (ACT); and
- (b) the *Electronic Transactions Act 1999* (Cth); and
- (c) the *Electronic Conveyancing National Law (ACT) Act 2020* (ACT),

each Party consents to:

- (d) the electronic signing of this Contract;
- (e) the electronic exchange of this Contract;
- (f) the electronic Completion of this Contract if elected by the Seller Solicitor; and
- (g) notices being served or received under this Contract electronically, including by email,

whether performed via the Platform or otherwise.

60.3 The parties warrant that:

- (a) the electronically signed and exchanged Contract; and
- (b) if reasonably required by any party, a print out of the Contract which has been electronically signed and exchanged,

is sufficient evidence of:

- (c) the parties' intention to enter into and be bound by the Contract;
- (d) the parties' consent to conducting this Contract electronically; and
- (e) the Contract itself being a document which is in writing and signed in a manner that results in a binding agreement.

60.4 Where the Buyer is a corporation, the Buyer warrants that:

- (a) it has complied with its constitution and any provisions of the *Corporations Act 2001* (Cth) that apply to the Buyer as replaceable rules;
- (b) the persons signing on behalf of the Buyer;

- (i) have been duly appointed;
- (ii) have the authority to exercise the powers and perform the duties customarily exercised or performed by that kind of officer or agent of a similar company;
- (iii) properly perform their duties to the Buyer;
- (iv) hold the office or role that they hold out that they occupy, when signing this Contract;
- (c) it considers that this Contract has been duly executed with the intention of the Buyer being bound to perform this Contract.

60.5 Where the Buyer is a corporation, all directors of that corporation must provide a guarantee in the form provided at Annexure A (the "Guarantee") to guarantee the corporation's performance of the Corporation's obligation under this Contract.

60.6 Despite electronically signing this Contract and the Guarantee as at the Date of this Contract, the Buyer must provide to the Seller the original signed and duly witnessed versions of the Guarantee for each director within 7 days of the Date of this Contract, and in this regard time is of the essence.

60.7 The parties acknowledge and agree that:

- (a) the provisions in this clause 60 do not diminish the obligations of the parties, if required by the Seller Solicitor, to:
 - (i) provide the transfer and other documents or instruments on paper, signed and duly attested in accordance with the *Land Titles Act 1925* (ACT) or any other legislation;
 - (ii) sign and duly attest, in accordance with *Civil Law (Property) Act 2006* (ACT);
 - 1) documents, pursuant to a power of attorney; and
 - 2) deeds generally; and
- (b) the parties will do all things necessary to give effect to this Contract, whether electronically or otherwise.

60.8 If the Contract is executed under a power of attorney for the Seller, the Seller Solicitor will provide to the Buyer Solicitor within 7 days from the date of this Contract, the original front page of the Contract signed by that attorney and duly witnessed as required by section 227(4) of the *Civil Law (Property) Act 2006* (ACT), with the security certificate from the Platform confirming electronic exchange.

60.9 The parties warrant that a signed original front page of this Contract is held and can be produced if reasonably requested by any party, if not already handed over in accordance with this Special Condition.

61. INSOLVENCY EVENT

61.1 If a party is a natural person(s) and:

- (a) that party (or any one of them) authorises a registered trustee or solicitor to call a meeting of their creditors and enters into a deed of assignment or deed of arrangement or a composition with any of their creditors; or
 - (b) a third party who holds a security interest in the assets of that party enters into possession, or takes control of those assets, or attempts by any means to do the same; or
 - (c) that party (or any one of them) commits an act of bankruptcy;
- that party must immediately notify the other party in writing.

61.2 If a party is a company (or companies) and:

- (a) that party (or any one of them) becomes, or attempts are made for that party to become an externally administered company in accordance with *Corporations Act 2001* (Cth); or
- (b) a controller (as defined by *Corporations Act 2001* (Cth)) is appointed, or attempts are made to have a controller appointed for any of that party's assets;

that party must immediately notify the other party in writing.

61.3 If any of the events specified in this clause 61 occurs in relation to the Buyer, the Buyer will be in default of this Contract and the Seller may immediately, without notice specified in clause 18, terminate this Contract and clause 19 applies.

61.4 If any of the events specified in this clause 61 occurs in relation to the Seller, then the Seller may, by written notice served upon the Buyer, rescind this Contract and clause 21 applies.

62. GUARANTEE

- (a) If the Buyer is a corporation (other than a company listed on a public stock exchange) the Buyer must cause:
 - (i) the directors of that corporation; or
if the parent company of the Buyer is listed on a public stock exchange, that parent company,
 - (ii) to guarantee the obligations of the Buyer under this contract by duly completing and signing the guarantee and indemnity attached to this Contract and marked Annexure '**A**' and delivering it to the Seller on the date of this Contract.
- (b) If the guarantee and indemnity is not executed and delivered as required by this clause:
 - (i) the Buyer will be in breach of a fundamental and essential condition of this Contract; and
 - (ii) the Seller will be entitled to enforce all remedies available under this Contract and at law for such breach.

ANNEXURE A

Buyer's Guarantee and Indemnity

TO: «SELLER__LPI_FULL_LEGAL_DESCRIPTOR»..... (the Seller)

..... (the Buyer)

has entered into a contract (the Contract) dated

with the Seller to purchase the Property from the Seller.

Under the terms of the Contract, of

..... (the Guarantor) must execute and deliver this guarantee and indemnity to the Seller on the date of this Contract.

The Guarantor wishes the Buyer to not be in breach of the Contract, and therefore covenants with the Seller as follows:

1. The Guarantor, as a principal obligor and not merely as surety, irrevocably and unconditionally guarantees to the Seller (and indemnifies the Seller in respect of) the due and punctual performance of all the obligations of the Buyer under or arising out of the Contract including (without limitation):
 - (a) the prompt payment of all amounts payable by the Buyer under the Contract;
 - (b) the prompt performance of all other obligations of the Buyer under the Contract; and
 - (c) the prompt payment of all amounts for which the Buyer may become liable in respect of any breach of the Contract.
2. The Guarantor agrees that the Guarantor's obligations under this guarantee and indemnity will be unconditional irrespective of:
 - (a) the validity, regularity and enforceability of any provision of the Contract;
 - (b) the absence of any action by the Seller or the Buyer to enforce the Contract;
 - (c) the waiver or consent of the Seller in respect of any provision of the Contract;
 - (d) the recovery of any judgment against the Buyer;
 - (e) any action to enforce judgment against the Buyer;
 - (f) any variation of the terms of the Contract;
 - (g) any time or indulgence granted to the Buyer by the Seller;
 - (h) the dissolution of the Buyer;
 - (i) any change in the status, function, control or ownership of the Seller;

- (j) any consolidation, merger, conveyance or transfer by the Seller;
- (k) any other dealing, transaction or arrangement between the Seller and the Buyer; or
- (l) any other circumstances which might otherwise constitute a legal or equitable discharge of or defence to a surety.

3. This guarantee and indemnity will be a continuing guarantee and indemnity which will not be discharged except by complete performance of all the obligations of the Buyer under or arising out of the Contract.
4. The Seller may require the Guarantor to make a payment or perform any other obligation of the Buyer under or arising out of the Contract:
 - (a) without first asking the Buyer to do so; and
 - (b) irrespective of whether such payment or other obligation would be enforceable against the Buyer.
5. The Guarantor agrees to pay and indemnify the Seller against all stamp duty (if any) in respect of this guarantee and indemnity.
6. Where more than 1 person is Guarantor under this guarantee and indemnity, the word Guarantor refers to, and this guarantee and indemnity binds, each of them individually and any 2 or more of them jointly.

SIGNED SEALED AND DELIVERED by

)

as Guarantor in the presence of:

)

)

.....
Signature of Guarantor

.....
Signature of Witness

.....
Print full name of Witness

OR IF PARENT COMPANY IS GUARANTOR

EXECUTED by

)

)

in accordance with the Corporations Act:

)

.....
Signature of Director

.....
Signature of Director/Secretary

.....
Print full name of Director

.....
Print full name of Director/Secretary

Volume 1348 Folio 96 Edition 1

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Reid Section 8 Block 2 on Deposited Plan 5169 with 28 units on Unit Plan 202

Unit 7 (Class B) entitlement 450 of 10000, 0 subsidiaries

Lease commenced on 03/10/1980, terminating on 10/07/2078

Proprietor

John Lewis Warhurst

Address not available

Joan Warhurst

Address not available

as Joint Tenants

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

S.180 181 Land Act 1991: Compliance/Completion Cert Issued

Registered Date	Dealing Number	Description
12/12/2006	1503096	Alteration of Unit Plan - Refer Instrument

End of interests

Volume 799 Folio 29 Edition 3

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Reid Section 8 Block 2 on Deposited Plan 5169 with 28 units on Unit Plan 202

Lease commenced on 03/10/1980, terminating on 10/07/2078

COMMON PROPERTY

Proprietor

The Owners - Units Plan No 202

Signature Strata, 17/11 National Circuit Barton ACT 2600

REGISTERED ENCUMBRANCES AND INTERESTS

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

Registered Date	Dealing Number	Description
07/10/1980	348241	Special Resolution Altering the Articles
18/09/1989	664848	Special Resolution Altering the Articles
01/07/2002	1267238	Special Resolution Altering Articles
14/05/2004	1371192	Special Resolution Altering Articles
18/10/2005	1441413	Application to Note Special Resolution
31/10/2011	1769117	Application to Note Special Resolution
23/05/2024	3313584	Application to Note Special Resolution - Refer Instrument
26/05/2025	3384667	Application to Note Special Resolution - Refer Instrument

End of interests

ADMINISTRATIVE INTERESTS

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

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201731323	Development Application	29/03/2017	MERIT TRACK - MINOR NOTIFICATION	APPROVAL CONDITIONAL	15/05/2017

Description

PROPOSAL FOR DWELLING ALTERATIONS AND ADDITIONS - Addition and alterations to kitchen, laundry, toilet and bathrooms; Removal of a wall between the bedroom and enclosed balcony on the upper floor.

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201628890	Development Application	01/02/2016	MERIT TRACK - MINOR NOTIFICATION	APPROVED	07/03/2016

Description

MULTI DWELLING-ADDITIONS & ALTERATIONS-UNIT 5. Proposed small infill to the first floor balcony on the Ainslie Avenue side of the unit.



LAND TITLES
OFFICE
Oct 7 3 08 PM '80

NOTE—This form may be used for miscellaneous applications for which *no form is prescribed* by the Real Property Ordinance (e.g., applications to enter marriage of female proprietor, to correct the register, for a provisional Certificate of Title, etc.
This form should not be used in any case where a form is prescribed by the Real Property Ordinance, and is obtainable from the Land Titles Office.)

APPLICATION TO REGISTER AN ALTERATION OF THE ARTICLES OF THE
MANAGEMENT CORPORATION OF UNITS PLAN 202

348241

To the REGISTRAR OF TITLES,
CANBERRA, A.C.T.

I⁽¹⁾ THE PROPRIETORS - UNITS PLAN NO. 202

hereby apply for the registration of the copy of the unanimous resolution
annexed hereto and certified under the seal of the Corporation as a true
copy

MAKING articles as set out on the pages numbered 1 to 3 annexed hereto.

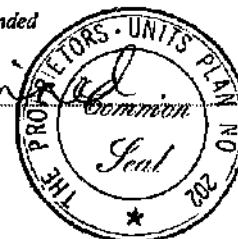
(1) Here insert
First name(s) and
Surname in full,
with residence
and occupation,
and proceed to set
out the matter in
respect of which
application is made
and refer to any
supporting evidence
and to any
Certificate of Title or
registered instrument
produced with this
application.

Dated at CANBERRA in the AUSTRALIAN CAPITAL TERRITORY
this Third day of October 1980, and I certify this application

to be correct for the purpose of the Real Property Ordinance 1925, as amended

SIGNED in my presence by the said
THE COMMON SEAL of THE PROPRIETORS -
UNITS PLAN NO. 202 was affixed hereto.

who is personally known to me.⁽²⁾
in accordance with the resolution of
(Signed) the Committee



(2) The witness must
be one of the officers
or persons named in
Section 173 of the
Real Property
Ordinance 1925, as amended

R.N. 348241

Lodged by Revised
 Address P.O. Box 418 Crime
Square ACT 2608

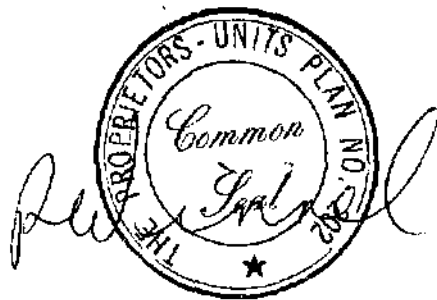
DOCUMENTS LODGED			DOCUMENTS TO BE LODGED	
			Document	By whom
1.	} Receiving Clerk		1.	
2.		2.		
3.		3.		
4.				
PROGRESS RECORD			REQUISITION	
	Initials	Date	To	Particulars
Entered delivery book			1.	
Fees Checked ..			2.	
Register Book noted ..			3.	
Examined ..	<i>BT</i>		UNITS PLAN No 202 Particulars Entered in Register Book Volume Folio .. the <u>7th</u> day of <u>October</u> 19 <u>88</u> , at .. <u>after</u> .. noon.  <i>g. fluster</i> Registrar of Titles	
Endorsed ..	<i>BT</i>			
Signed and sealed ..				
Land Index noted ..				
Names index noted ..				
Instrument filed ..	<i>H</i>			

RESOLUTION TO CHANGE ARTICLES

At a meeting of the committee of the corporation of Units
Plan No. 202 held on the *third* day of October, 1980,
a unanimous resolution was passed to:-

- (a) Make the articles numbered 6 (a) to (e) set out on
the following *three* sheets.

Certified as a true copy
3rd October 1980.



NEW CLAUSE IN ARTICLES OF UNITS PLAN NO.202

In these Articles, unless the contrary intention appears, "the Ordinance" means the Unit Titles Ordinance 1970-1975 as amended.

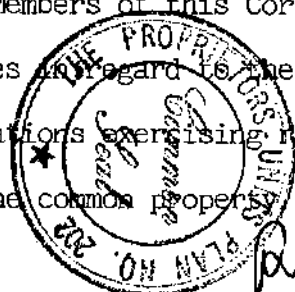
All members are deemed to have read and understood the Ordinance.

6(a) As soon as they are formed this Corporation shall offer to all other Corporations administering common property in Section 8 Reid and their members an easement for right of way over all common property administered by this Corporation in consideration for a like easement granted by those other Corporations to this Corporation and its members.

(b) Ancilliary to the grant of any easement over its common property this Corporation shall maintain and keep in a state of good repair all areas of its common property and shall give twenty-one days' written notice to any other Corporation on Section 8 Reid administering common property adjacent to and affected by any repairs and maintenance to the property of this Corporation. This Corporation shall invite that other Corporation to coordinate with this Corporation in undertaking repair and maintenance work on adjacent land where the work of one Corporation affects the work of the other.

(c) In exercising any right to use easements of right of way over common property administered by other Corporations members of this Corporation are bound by Article 4 of these Articles as if the common property of those other Corporations were the common property of this Corporation.

(d) Members of this Corporation are bound by Article 4 of these Articles in regard to their behaviour towards all members of other Corporations exercising rights under any easement for right of way over the common property granted by this Corporation.

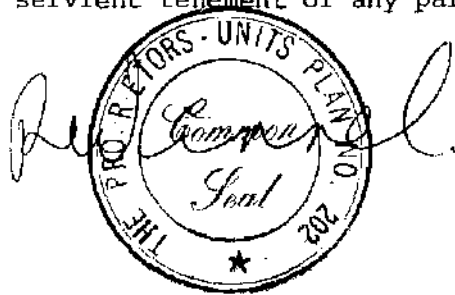


- 2 -

(e) Any easement for right of way granted or accepted by this Corporation in pursuance of Article 5 of these Articles shall be substantially in the form set out in schedule 1 to these Articles.

SCHEDULE 1.

We, the Proprietors of Units Plan No. 202 (hereinafter called "The Transferors") being the registered proprietors as lessees under the Crown Lease of the common property of Units Plan No. 702 Registered Volume 799 Folio 1-29 (hereinafter called "the servient tenement") subject however to such encumbrances and interests as are notified by Memorandum underwritten or endorsed hereon in consideration of the rights granted to us by the Proprietors of Units Plan No. (hereinafter called "the Transferee") by a Memorandum of even date herewith made in respect of the Crown Lease of the common property of Units Plan No. Registered Volume Folio (hereinafter called "the Dominant tenement") the Transferee being the registered proprietor as lessee of the dominant tenement DO HEREBY TRANSFER AND GRANT the Transferee the right during the residue unexpired of the Crown Lease of the servient tenement to use that portion of the land marked red on the plan annexed hereto such portion being part of the servient tenement for itself and all unit holders who constitute its members and all invitees of these unit holders who constitute its members and all servants agents and workmen of the Transferee to go pass and repass at all times hereafter and for all purposes with or without motor vehicles into and out of and from the said servient tenement or any part thereof



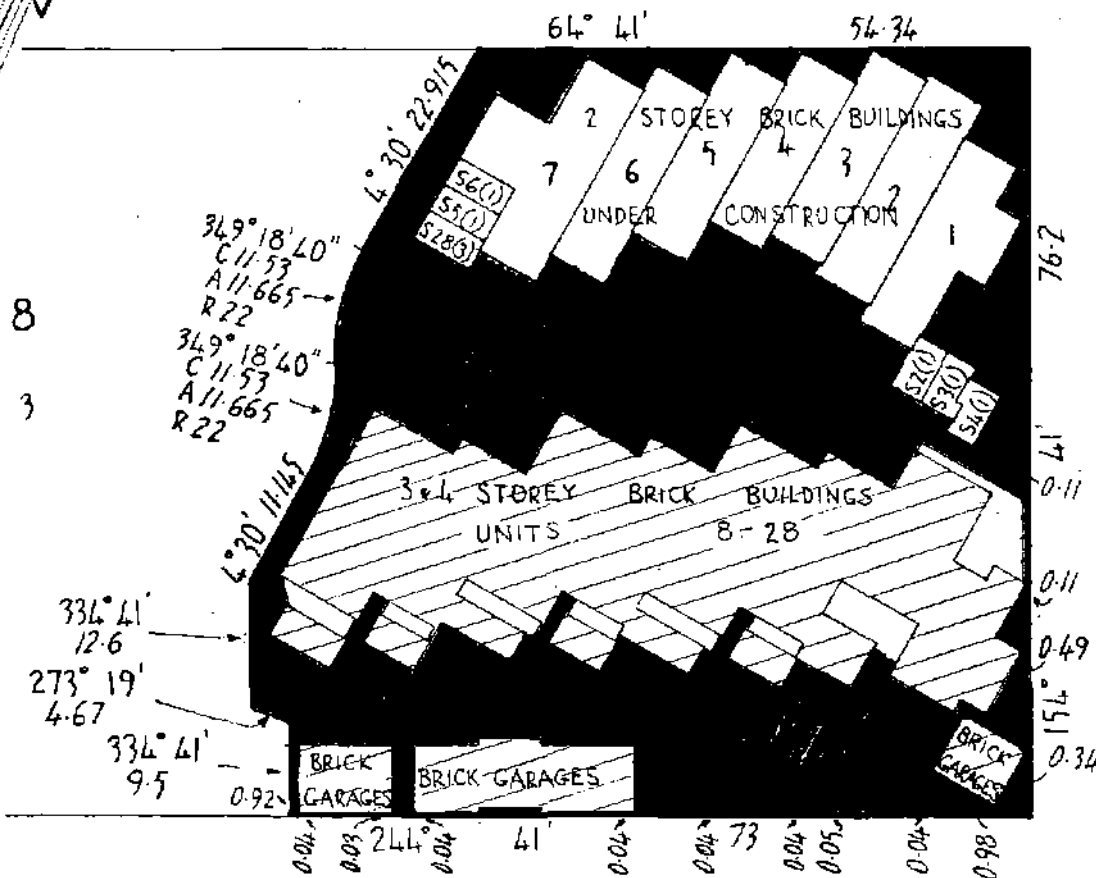
.../3

AND the Transferor DOES HEREBY for itself and its assigns and the registered proprietors for the time being of the servient tenement COVENANT with the Transferee and its assigns and other the registered proprietors for the time being of the dominant tenement to keep maintained and in a state of good repair all carriageways and footways which run through the servient tenement AND ALSO to keep maintained and in a state of good repair all carriageways and footways which are dissected by the boundary lines of the dominant and the servient tenement.



AINSLIE

AVE



ALLAMBEE

ST.

Scale: 10 8 6 4 2 0 1:750 10 20

R&B HOMES PTY. LTD.
Applicant

SITE PLAN OF U.P. 202



This is a Patch T type separator sheet.

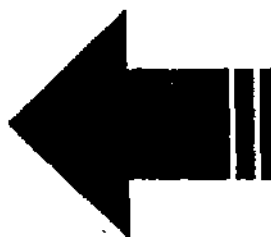
This is a Patch T type separator sheet.



Portrait Feed

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Printed on 12/02/2004 10:17:19



Landscape Feed

New Document Follows...

Printed on 12/02/2004 10:17:20

19 AUG 7 11:41



Note—This form may be used for miscellaneous applications for which no form is prescribed by the Real Property Ordinance (e.g., applications to enter marriage of female proprietor, to correct the register, for a provisional Certificate of Title, etc.
This form should not be used in any case where a form is prescribed by the Real Property Ordinance, and is obtainable from the Land Titles Office.)

664848

APPLICATION TO REGISTER AN AMENDMENT TO THE ARTICLES
OF A BODY CORPORATE.

To the REGISTRAR OF TITLES,
CANBERRA, A.C.T.

WE, THE REGISTERED PROPRIETORS OF UNITS PLAN 202
HEREBY APPLY TO REGISTER THE AMENDMENTS TO THE
ARTICLES OF THE BODY CORPORATE OF UNITS PLAN 202
WHICH ARE ANNEXED HERETO AND MARKED WITH THE
LETTER "A".

ANNEXURE "A" HERETO IS A TRUE COPY OF THE RESOLUTION
PASSED AT AN ANNUAL GENERAL MEETING OF UNITS PLAN 202.

(1) More than one instrument and
instrument is full,
with evidence
and proceeds to set
out the manner in
which the application is made
and refer to any
supporting evidence
and to any
Certificate of Title or
registered instrument
produced with this
application.

THE COMMON SEAL OF UNITS PLAN 202 WAS HEREUNTO
AFFIXED BY AUTHORITY OF AN ANNUAL GENERAL MEETING
OF THE BODY CORPORATE AND IN THE PRESENCE OF:

Dated at Canberra 15.6.89 Gubee Court, Phillip in the ACT Australian Capital Territory
this Thirteenth day of June 19 89 and I certify this application

to be correct for the purpose of the Real Property Ordinance 1925

SIGNED in my presence by the said

MARY P. MAND

who is personally known to me. (1)

(Signed)



(2) The witness must be one of the officers or persons named in Section 173 of the Real Property Ordinance 1925

Lodged by Mary Mond
 Address Reg Day Real Estate
65 Colbee Court
Phillip ACT 2606

DOCUMENTS LODGED			DOCUMENTS TO BE LODGED	
			Document	By whom
1. _____	 Receiving Clerk	1. _____		
2. <u>Annexure</u>		2. _____		
3. _____		3. _____		
4. _____				
PROGRESS RECORD			REQUISITION	
	Initials	Date	To	Particulars
Entered delivery book			1. _____	
Fees Checked			2. _____	
Register Book noted			3. _____	
Examined			Particulars Entered in Register Book Volume <u>V.P. 202</u> Folio _____ the <u>18th</u> day of <u>September</u> 19. <u>89</u> at <u>Ten</u> o'clock in the <u>fore</u> noon.	
Endorsed			 <u>Vivekananda</u> S. VIVEKANANDA, Registrar of Titles	
Signed and sealed				
Land Index noted				
Names Index noted				
Instrument filed				

"A"

APPOINTMENT OF MANAGING AGENT

Reg Daly Real Estate were unanimously appointed as Managing Agents until the next Annual General Meeting. Moved Mr Lloyd, seconded Dr Kronenberg. CARRIED.

ELECTION OF COMMITTEE

The following proprietors were nominated to the Committee:

Mr Notaras	nominated by Mr Ceslis, seconded Mr Jenkins
Dr Marks	nominated by Mrs Ceslis, seconded Mr Lloyd
Mr Ceslis	nominated by Mr Fletcher, seconded Dr Mark
Mrs Ceslis	nominated by Mr Fletcher, seconded Dr Mark
Mr Jenkins	nominated by Mr Lloyd, seconded Mr Ceslis
Mr Fletcher	nominated by Mr Lloyd, seconded Dr Kronenberg
Mr Lloyd	nominated Dr Marks, seconded Mrs Ceslis.

Dr Kronenberg was nominated but declined.

It was moved by Rev Haldane-Stevenson, seconded by Dr Kronenberg that all those nominated be elected to the Committee. CARRIED.

SPECIAL RESOLUTION

It was moved by Dr Kronenberg, seconded Mr Ceslis that the following amendment be made to Article 4 (e). This article should read:

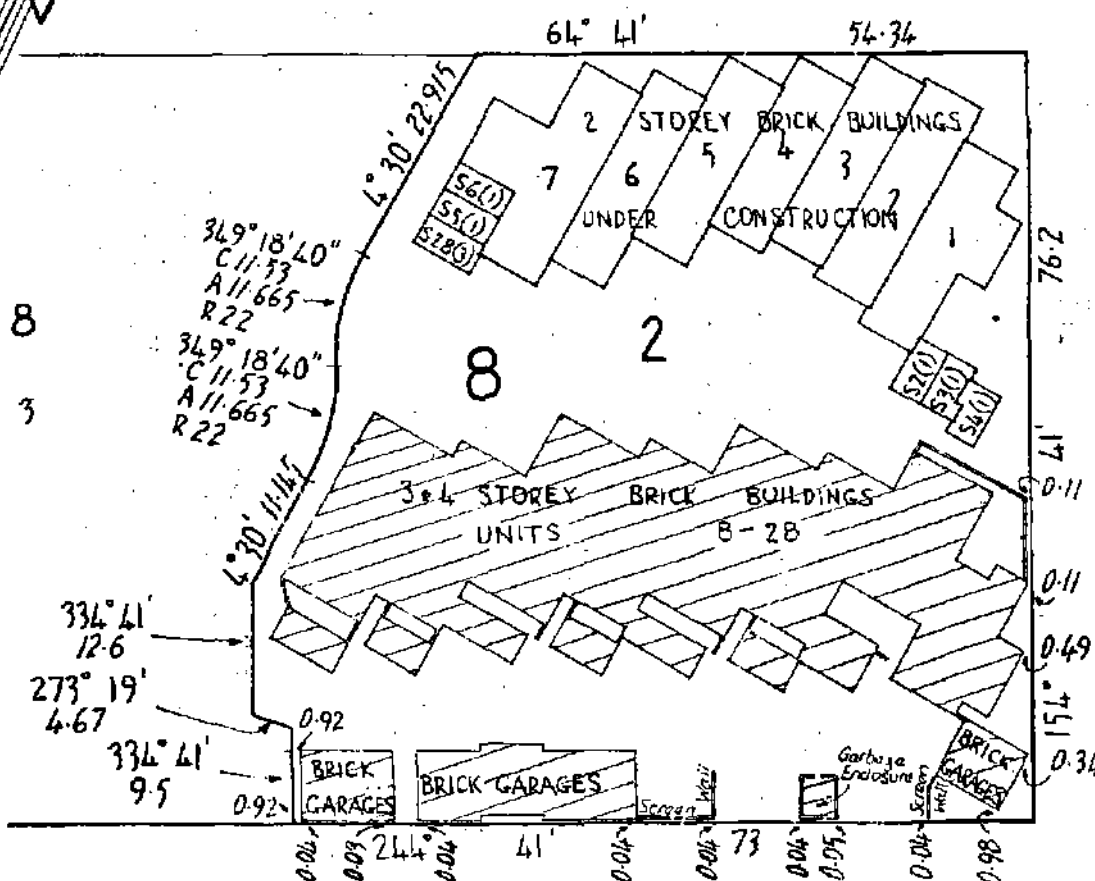
"4. A member of the Corporation shall not . . . (e) except in accordance with express permission contained in a special resolution of the Corporation and in accordance with the provisions of any law in force in the Territory applicable in the circumstances, erect, or alter any structure in or on his unit."

The special resolution was CARRIED by 19 votes.

Mr Ross then pointed out that adoption of the budget should have been passed by special resolution because in his interpretation it includes the acquisitions of a capital nature (Units Titles Ordinance Section 44). It was moved Mr Lloyd seconded Mr Ceslis that the budget be adopted by Special Resolution. CARRIED by 19 votes.

HOUSE RULES

It was suggested that all House Rules should be dated. The Managing Agent would ensure that this occurred in future. It was moved Dr Kronenberg, seconded Mr Ceslis that the house rules be adopted. CARRIED.



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This is a Patch T type separator sheet.



Portrait Feed

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Landscape Feed

New Document Follows...

Printed on 12/02/2004 10:17:20

1267238



AUSTRALIAN CAPITAL TERRITORY GOVERNMENT

APPLICATION FORM

LAND TITLES ACT 1925



THIS FORM MAY BE USED FOR MISCELLANEOUS APPLICATIONS FOR WHICH NO FORM IS PRESCRIBED BY THE LAND TITLES ACT 1925 (eg APPLICATIONS TO CHANGE NAME OF PROPRIETOR, TO CORRECT THE REGISTER, ETC.)

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL/FOL	INSTRUMENT NO.
REID	8	2		799:29	202

2. TITLE OF APPLICATION

Alteration to Corporations Articles under the Unit Titles Act

3. NATURE OF APPLICATION (IF INSUFFICIENT SPACE PLEASE ATTACH ANNEXURE)

The Owners – Units Plan No. 202 hereby certify that the following is a true copy of Articles changed at the Special General Meeting of the Corporation on 5 June 2002.

MOTION

RESOLVED and carried as a special resolution -

Article 6: Vehicles

- i) Shall not be parked on lawns internally or externally
- ii) The speed limit within the complex is 10 kph
- iii) Parking inside the complex is restricted to owner/residents and their short term visitors
- iv) Vehicles that are not garaged may only park in spaces marked VP on the attached parking plan

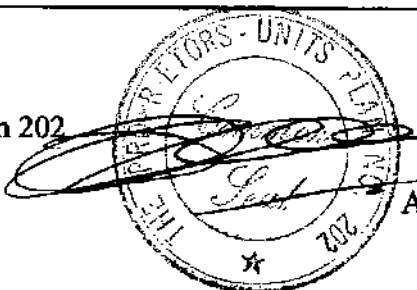
4. DATE

11 June 2002

5. EXECUTION

SIGNED IN MY PRESENCE BY THE APPLICANT.

The Common Seal of
The Owners – Units Plan 202
was hereunto affixed
in the presence of:



Authorised Agent

SIGNATURE OF APPLICANT.

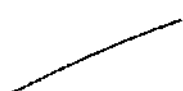
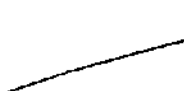
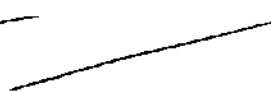
FULL NAME AND SIGNATURE OF WITNESS.

INSTRUCTIONS FOR COMPLETION

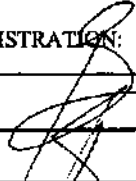
- * The information collected by this form is authorised by the *Land Titles Act 1925*, will be used for the purposes of that Act and will be available for search pursuant to sections 65 and 66 of that Act. It will also be made available to government agencies for statistical and administrative purposes and to non-government persons and organisations concerned with land. A fee may apply to any or all of the above.
- * Delete where inapplicable.
- * This document should clearly indicate the identifiers of all land affected.
- * Complete or rule up all boxes.
- * Execution of document by-
 - 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 A.C.T. registered no of which he/she has no notice of revocation".
 - Corporation- S. 127 of the Corporations Law provides that a company may validly execute a document with or without using a common seal if the document is signed by
 - a) two directors of the company;
 - b) a director and a secretary of the company; or
 - c) where the company is a proprietary company and has a sole director who is also the sole company secretary, that director.
- * Alterations should not be made by erasure but by scoring through with a pen and the words substituted written above them verified by initials in the margin.
- * Typewriting and handwriting should be clear, legible and in permanent black ink.

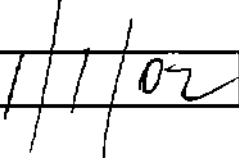
OFFICE USE ONLY

DOCUMENTS LODGED HERewith:

CERTIFICATE OF TITLE	CERTIFICATES	OTHER
		

CERTIFICATE OF REGISTRATION:

EXAMINED:	
VOLUME:FOLIO:	
REGISTERED:	

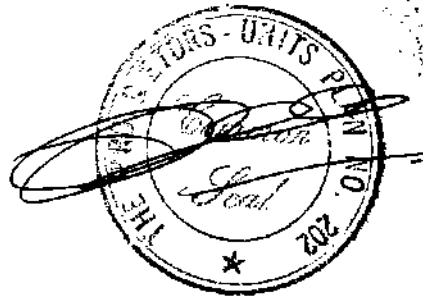
DATE: 

ANNEXURE REFERRED TO

ANNEXURE TO MEMORANDUM OF

DATED 20/6/2002

- v) Only owners/residents of garages 9, 14, 22, 25 and 27 may park external to their respective garages in spaces marked RP on the attached plan.
- vi) In order to control unauthorised parking a Parking Permit is provided to all residents. These should be displayed where residents and longer-stay visitors are parked within the complex.
- vii) No vehicles are to be permanently parked within the complex in excess of one month. Unregistered vehicles are not to be parked in excess of one week.
- viii) Vehicles in excess of one ton are not to be parked within the complex. (Tradesmen carrying out work or deliveries may park if space is available).



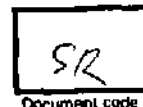


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13/05/2004 12:00:38

1371192

AUSTRALIAN CAPITAL TERRITORY
APPLICATION FORM
LAND TITLES ACT 1925



THIS FORM MAY BE USED FOR MISCELLANEOUS APPLICATIONS FOR WHICH NO FORM IS PRESCRIBED BY THE LAND TITLES ACT 1925 (eg APPLICATIONS TO CHANGE NAME OF PROPRIETOR, TO CORRECT THE REGISTER, ETC.)

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL:FOL	INSTRUMENT NO.
REID	8	2			202

2. TITLE OF APPLICATION

Alteration to Corporations Articles under the Unit Titles Act

3. NATURE OF APPLICATION (IF INSUFFICIENT SPACE PLEASE ATTACH ANNEXURE)

The Owners – Units Plan No. 202 hereby certify that the following is a true copy of Articles changed at the Annual General Meeting of the Corporation on 4 May 2004.

MOTION

RESOLVED and carried that Default Article 4 – Erections and Alterations be amended as follows:

- 1) A unit owner may erect or alter any structure in or on the unit or the common property only –
 - a) in accordance with the express permission of the Owners Corporation by special resolution; and
 - b) in accordance with the requirements of any applicable Territory law (for example a law requiring development approval to be obtained for the erection or alteration.)
- 2) Permission may be given subject to conditions stated in the resolution.

.../2

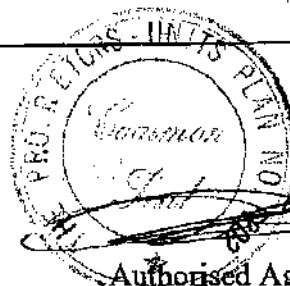
4. DATE

7 May 2004

5. EXECUTION

SIGNED IN MY PRESENCE BY THE APPLICANT.

The Common Seal of
The Owners – Units Plan 202
was hereunto affixed
in the presence of:



Authorised Agent

SIGNATURE OF APPLICANT.

FULL NAME AND SIGNATURE OF WITNESS.

INSTRUCTIONS FOR COMPLETION

* The information collected by this form is authorised by the *Land Titles Act 1925*, will be used for the purposes of that Act and will be available for search pursuant to sections 65 and 66 of that Act. It will also be made available to government agencies for statistical and administrative purposes and to non-government persons and organisations concerned with land. A fee may apply to any or all of the above.

* Delete where inapplicable.

* This document should clearly indicate the identifiers of all land affected.

* Complete or rule up all boxes.

* Execution of document by-

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 A.C.T. registered no of which he/she has no notice of revocation".

Corporation- S. 127 of the Corporations Law provides that a company may validly execute a document with or without using a common seal if the document is signed by

- a) two directors of the company;
- b) a director and a secretary of the company; or
- c) where the company is a proprietary company and has a sole director who is also the sole company secretary, that director.

* Alterations should not be made by erasure but by scoring through with a pen and the words substituted written above them verified by initials in the margin.

* Typewriting and handwriting should be clear, legible and in permanent black ink.

OFFICE USE ONLY

DOCUMENTS LODGED HEREWITH:

CERTIFICATE OF TITLE	CERTIFICATES	OTHER

CERTIFICATE OF REGISTRATION:

EXAMINED:	
VOLUME:FOLIO:	
REGISTERED:	

DATE:	14/5/05
-------	---------

ANNEXURE REFERRED TO

ANNEXURE TO MEMORANDUM OF UNITS PLAN 202

DATED 7 MAY 2004

REID SECTION 8 BLOCK 2

UNITS PLAN 202

ANNEXURE 1 TO ALTERATION TO CORPORATION'S ARTICLES

MOTION 9

RESOLVED and carried that the Default Articles contained in Schedule 1 of the Unit Titles Regulations 2001 be adopted as the Articles for Units Plan No. 202.

MOTION 10

RESOLVED and carried that the Corporation adopt the Articles registered 11 June 2002.

7 May 2004

The Common Seal of
The Owners – Units Plan 202
was hereunto affixed
in the presence of:

WITNESSES:

WITNESSES TO THE AFFIXING OF THE COMMON SEAL:

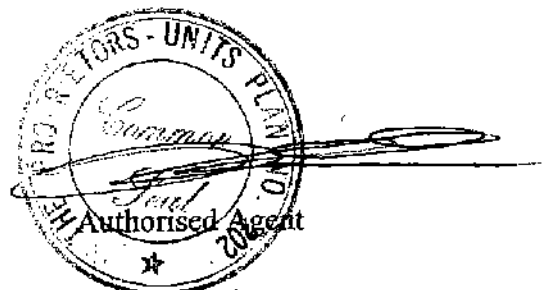
WITNESSES TO THE AFFIXING OF THE COMMON SEAL:

WITNESSES:

WITNESSES TO THE AFFIXING OF THE COMMON SEAL:

WITNESSES:

WITNESSES TO THE AFFIXING OF THE COMMON SEAL:





SR\$1441413

06/10/2005 10:04:25

1441413



Canberra Units Plan Service

DX 24620 DEAKIN ACT

Locked Bag 6 DEAKIN ACT 2600

Box Number

SR

Form 092

SPECIAL RESOLUTION

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

An application to amend the articles of the Owners Corporation for the following unit plan

1. LAND

Vol:Fol	District/Division	Section	Block
799' 2A	REID 29	8-8	2-2

MP

2. UNITS PLAN NUMBER

202

3. DETAILS OF AMENDMENT

That the attached amendments to the Articles of Units Plan 202 be adopted for registration by the Owners Corporation.

4. SUPPORTING DOCUMENTATION

- ☒ Sealed copy of Minutes of Meeting
☐ Sealed copy of Resolution / Motion

5. DATE

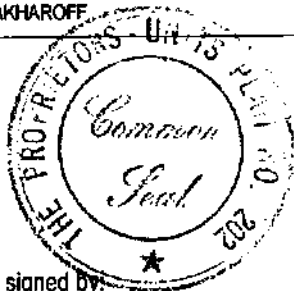
21 SEPTEMBER 2005

6. EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL

Executed by

Affixed in the presence of

MR P ZAKHAROFF



By being signed by:

Signature	
MR PETER ZAKHAROFF	
Full Name (Block Letters)	
Canberra Units Plan Services	
1/39 GEILS COURT, DEAKIN ACT 2600	
Address	
AUTHORISED AGENT	
Office Held	

Signature	
Full Name (Block Letters)	
Address	
Office Held	

7. OFFICE USE ONLY

Lodged by		Certificates Lodged	
Data Entered by		Attachments Lodged	AMNETRE

Examined by		Certificate of Title Lodged	
Registered by	SW	Registration Date	18 OCT 2005

18 OCT 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

- Wherever it is provided in the *Unit Titles Act 2004* for an alteration of a Units Plan or an order to be lodged with the Registrar-General, such a variation or order should be lodged according to Registrar-General's Office procedure, upon payment of the prescribed fee and upon production of the relevant title as follows -
 - application to be accompanied by the authority for the variation/ court order.
 - should be lodged with the Certificate of Title or proof of production of the title.
- Documents must be typed, or completed in black ink or biro.
- 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.
- If there is insufficient space in any panel use an annexure sheet.
- Volume and Folio references must be given. Insert unit number if the land is land under the *Land Titles (Unit Titles) Act 1970*.
- 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 if the document is signed by:

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.

**MINUTES OF ANNUAL GENERAL MEETING OF THE OWNERS - UNITS PLAN
NO. 202 HELD ON TUESDAY 4 MAY 2004 AT REID UNITING CHURCH REID
ACT AT 7.30 PM.**

PRESENT: Mr R C Lloyd
Mr D & Mrs E Teather
Ms M C Dollimore
Mr J L Warhurst
Mr R J Fletcher
Ms H Stead
Mr & Mrs J D Hendry
Dr G A Fleming & Ms M Lo Heni
Mr V & Mrs R Calvert
Ms P A Ribbens

PROXIES AND APOLOGIES:

Mrs H G Shakespeare Nd Mr A P & Mrs P T Jones
in favour of Chairperson
Mrs C H King and Mrs J Clarke
in favour of Mr Hendry

1. Mr John Warhurst was elected Chairperson for the meeting.
2. The minutes of the previous Annual General Meeting and the Special General Meeting of 26 August 2003 were taken as read.

Mr Lloyd requested that a change in the last line of item 9.2 be made that the word 'maintenance' be altered to 'irrigation'. This was effected at the meeting.

3. **MOTION 1**
MOVED Mr Fletcher, SECONDED Mr Hendry and carried that the minutes of the previous Annual General Meeting as amended and Special General Meeting be confirmed.
4. Matters arising from the previous minutes -
 - 4.1 *Item 8* – The meeting questioned whether or not the Executive Committee had investigated the issue of excesses on individual claims. The Executive Committee reported that it had not followed that up in the last 12 month period.
5. **Financial Statements**
 - 5.1 The Managing Agent reported that there is a sum outstanding of \$1,318.69 which is owed by three units.
 - 5.2 *Lighting* – A request was made that the gardening contractor be requested, when he checks the lighting once a week, to only turn it on for ten minutes. Currently he turns it on at 8.30 am and then turns it off again at lunch time. It was considered that this is a waste of electricity.

MOTION 2

MOVED Mr Hendry SECONDED Mrs Calvert and carried that the financial statements be accepted as presented.

6. Reports

- 6.1 *Executive Committee* – David Teather spoke to the meeting and reported on the work of the Executive Committee over the last 12 month period.
- 6.2 *Gardening sub-committee* – Bob Calvert spoke to the issues surrounding the gardens, and in particular the problems that had occurred as a result of the drought.

Mrs Hendry advised the meeting that previously the nature strip had been watered by hand and this was no longer taking place. Bob Calvert agreed that he would communicate with the gardening contractor to have him place a soaker hose on the Allambee Street nature strip.

- 6.2 *Maintenance sub-committee* – Valerie Calvert spoke to the maintenance which had been discussed over the last 12 month period and which had also been covered in the report by David Teather.

7. Committees

- 7.1 *Executive Committee* - RESOLVED that the following owners be elected to stand as the Executive Committee until the next Annual General Meeting –

Mr D Teather Unit 2
MOVED Mr Calvert, SECONDED Ms Dollimore

Mrs V Calvert Unit 19
MOVED Mr Fletcher, SECONDED Ms Dollimore

Ms M Lo Heni Unit 15
MOVED Mr Hendry, SECONDED Mr Fletcher

Ms Dollimore Unit 5
MOVED Mrs Calvert, SECONDED Mr Teather

The meeting thanked the Committee by acclamation.

The meeting noted that it was preferable for five members to be nominated to the Executive Committee and that a position is open to any other owner interested in taking on that role for the next 12 month period. It was noted that the Committee could also co-opt another unit owner to this position.

- 7.2 *Gardening sub-committee* – Bob Calvert agreed to undertake the responsibility of the gardening sub-committee.

- 7.3 *Maintenance sub-committee* – It was noted that there is an open invitation to unit owners who are willing to join the maintenance sub-committee.

8. **Insurances**

Owners were informed that the existing insurance cover is with CHU Underwriting Agencies Pty Limited as follows:

POLICY NO. 14P003337UPK	Due 13/12/2004
Buildings	\$8,209,000
Public Liability	\$20,000,000
Workers Compensation	Unlimited
Office Bearer's Liability	\$5,000,000
Voluntary Workers	\$100,000/\$1,000
Excess on Claims:	\$200

Managing Agent reminded Owners that it is essential they hold their own contents and public liability insurance for any accident which may occur within their unit area regardless of whether they are owner/occupiers or landlords.

The meeting then discussed the proposal to seek a professional valuation from a company such as McCann Property & Planning to undertake a professional valuation for insurance purposes. It was noted that the cost was \$55 inclusive of GST per unit and that McCann Property & Planning would inspect approximately six units.

MOTION 3

MOVED Mr Warhurst as Chairperson and CARRIED that the Corporation obtain a professional valuation for insurance purposes.

MOTION 4

MOVED Mr Warhurst as Chairperson and CARRIED that the existing Buildings insurance held by the Corporation be increased in accordance with the professional valuation.

As a result of Motions 3 and 4 being carried, Motion 5 was not put.

MOTION 5

"That the existing Buildings insurance held by the Corporation be increased by 5% on renewal to \$8,619,000." Not put.

9. **Budget Discussion**

- 9.1 David Teather then spoke to the circulated budget and the covering communication from the Executive Committee to the owners and advised several amendments. It was noted that on page 7 of the Financial Planning and Maintenance Work for 2004 to 2009 in the third paragraph, the figure of \$5,000 per annum should be altered to \$10,250 per annum; in the first line of the fourth paragraph, rather than the figure \$5,000, it should read \$10,250; in the second line, instead of reading \$52,520, it should read \$57,770; and again on the second last line of that paragraph, \$5,250 should read \$5,770. The last line of that

paragraph should read \$64,117. The first line of the penultimate paragraph should read \$5,770 instead of \$5,250.

Mr Teather also advised that, after discussions with various unit owners prior to the meeting, he recommended the following amendments to the proposed budget –

Insurance – amended from \$9,650 to \$11,150

Maintenance building – amended from \$8,350 to \$9,850

Maintenance gardens and grounds – amended from \$8,690 to \$5,690

Mr Teather noted that this would leave the total contribution the same as circulated.

He advised that advice from a plumbing contractor indicated that plumbing expenses in the future would rise due to the age of the pipes and as a result it was intended that a figure of some \$2,000 should be allocated to that line item over the next several years.

Comments made at the meeting were that concern was expressed at the high increase in the proposed budget. Concern was also expressed at the proposed drip system along Allambee Street as proposed by the Committee at a cost of \$1,500. Comments made were that if the drip system is not installed then unit owners would need to water by hand. It was noted that Mr and Mrs Calvert had undertaken hand watering over the last 12 month period. Bob Calvert, as the gardening committee liaison person, supported no drip system being installed but indicated that it will be necessary for watering volunteers.

Further comments made were that previous budgets did not allow much for buildings and there is now work necessary on the ridge lines. This was in response to concern at the high maintenance building allocation in the proposed budget.

The meeting then examined the budget as a whole. It was noted that there is a necessity for an increase in the insurances as the body corporate needs to meet its financial obligations.

Discussion then ensued as to whether or not the bin removal costs could be reduced. The Executive Committee reported that it had reduced the cost of the bin collection service over the last 12 month period and that there did not seem any room for reducing that cost further.

Mr Lloyd then MOVED that the allocation for insurance be increased to \$12,150, SECONDED Mr Fletcher and CARRIED.

The motion was amended that the insurance allocation be increased to \$12,150 with a note that, if it is not spent, the figure be carried forward and not spent on other items. CARRIED.

MOVED Mr Lloyd, SECONDED Mr Hendry that the building maintenance allocation be reduced to \$7,000. CARRIED with seven in favour and three against.

MOVED Mr Lloyd, SECONDED Mr Hendry that the maintenance gardens and grounds allocation be amended to \$4,000 with the removal of the installation of the drip system and the introduction of a watering system by hand. CARRIED with seven in favour and three against.

- 9.2 *Special budget* – David Teather spoke to the proposed special budget. He noted that the line item for mailboxes should be amended to \$3,500 and that an inclusion of repointing of the brickwork at \$1,500 should be included with the totals remaining the same. He advised that this had been proposed as a result of a request at the Annual General Meeting and the Special General Meeting held in the last 12 month period. The Committee had reviewed the requirements of the body corporate in light of those discussions. He spoke to the five year plan which had been circulated with the agenda papers for consideration by unit owners. It was noted that the parapet capping could possibly be a priority, with the anchor points being a definite priority. He noted that there is an average expenditure required over the next five years of approximately \$18,000 per year.

Mr Hendry complimented the Committee on its work and presentation of the report. He proposed that the meeting look to a longer period than five years, say six or seven years. This would then ease the financial burden each year to the unit owners. In his view the anchor points were a top priority to enable works to the roofs on an as needs basis. He believed that the capping of the parapets at the end and party walls was also a priority.

Mr Fletcher then spoke to the proposal and indicated that the repainting should also include gutters and downpipes. It was noted that the internal area of Units 8 – 28 had never been painted. With regard to the letterboxes, he believed that they should be repaired but that the owners could defer the installation of new letterboxes for approximately two to three years. He also believed that the gutter guard could be put off for a year or so and the repointing of the gaps and cracks in the brickwork. He believed that the letterboxes were a low priority.

The meeting then went on to discuss the installation of gutter guard and there was general comment made that perhaps the townhouses could have the gutter guard installed as they had more trees surrounding the gutters and that the remainder of the buildings could be done at a later date.

Ray Lloyd then indicated that in his opinion the anchor points was a high priority and the capping of the parapets of the end and party walls, with the repointing being deferred. He indicated that he had no experience on the gutters and there had been no expenditure on the

gutters in the past and he did not believe that this was currently a problem.

Mr Hendry then MOVED that the proposed schedule of work be extended from a base five year period to six years with an approximate expenditure of \$15,000 per year. SECONDED Mr Fletcher and CARRIED

Mr Hendry then MOVED that when funds are available the first priority should be the anchor points with \$10,000 being put towards the capping of the parapets with the balance being effected in the next financial year. SECONDED Mr Lloyd and CARRIED.

MOVED Mrs Calvert that the meeting provide its agreement in principle to the items of work identified for scheduling in subsequent years as circulated to unit owners in the proposed schedule of work. SECONDED Mr Fletcher and CARRIED.

It was agreed the Managing Agent would make the necessary amendments to the proposed special budget.

MOTION 6

MOVED Mr Teather that the amended budget in the sum of \$53,880 Administration Fund and \$5,918 Sinking Fund, a total budget of \$59,798, be accepted. SECONDED Ms Stead and CARRIED.

MOTION 7

MOVED Mr Teather that the amended special budget in the sum of \$16,500 be accepted. SECONDED Mrs Calvert and CARRIED.

10. Levies

MOTION 8

MOVED Mr Lloyd, SECONDED Mr Teather and CARRIED that the Corporation determine a levy contribution equal to the sum of the budget of \$59,798 and the special budget of \$16,500, a total of \$76,298, for the twelve month period commencing 01/05/2004 and to be contributed to in accordance with unit entitlements. Payment may be made by equal quarterly payments in advance provided payment is made within thirty days of the beginning of each quarter. If payment is not made within thirty days of the beginning of a quarter the right to pay by instalments will be forfeited and the whole of the year's levy then outstanding shall become due and payable from the first day of the quarter in which payment is not made.

11. General Business

11.1 The meeting then went on to discuss the Default Articles that had been circulated with the agenda papers. The owners present at the meeting discussed Default Article 4, which relates to the requirement of unit owners to seek Corporation consent for any change to their unit. It was noted that an unopposed resolution is required under the Default Articles, however a suggestion was made that this be amended to a special resolution. The meeting noted that a special resolution proceeds on the basis that an objection is not received from more than

one third of owners and more votes are held in favour than against. The amendment was then put.

MOTION

MOVED Mr Fletcher, SECONDED Mr Hendry and CARRIED with one vote against that Default Article 4 – Erections and Alterations be amended as follows:

- 1) A unit owner may erect or alter any structure in or on the unit or the common property only -
 - a) In accordance with the express permission of the Owners Corporation by special resolution; and
 - b) In accordance with the requirements of any applicable Territory law (for example a law requiring development approval to be obtained for the erection or alteration).
- 2) Permission may be given subject to conditions stated in the resolution.

MOTION 9

MOVED Mr Hendry, SECONDED Ms Lo Heni and CARRIED that the Default Articles contained in Schedule 1 of the Unit Titles Regulations 2001 be adopted as the Articles for Units Plan No. 202.

11.2 MOTION 10

MOVED Mr Hendry, SECONDED Ms L Heni and CARRIED that the Corporation adopt the Articles registered 11 June 2002.

11.3 MOTION 11

MOVED Mr Hendry, SECONDED Ms L Heni and CARRIED that for the attaching of the Common Seal of the Owners' Corporation to a document to be effective the Seal must be attached in the presence of an employee of the Managing Agent appointed pursuant to the Unit Titles Act 2001 who shall sign the document as a witness; or the Seal must be attached in the presence of two (2) Executive Committee members who shall sign the document as witnesses.

- 11.4 The Managing Agent then spoke to the meeting of the need for unit owners to ensure that if they make any change to their unit, whether it is a proposed colour or change of materials or addition to their unit, they must in the first instance seek Corporation consent pursuant to Default Article 4.**

The Managing Agent raised the request by the owner of Unit 23 to alter his garage door to a Colorbond door. The owners agreed that some of the doors do need replacement, however they should be replaced in the same type of material as other unit owners have done in the past rather than Colorbond. Managing Agent advised that she would contact the owner of Unit 23 to make an application to the body corporate should he wish to change the materials.

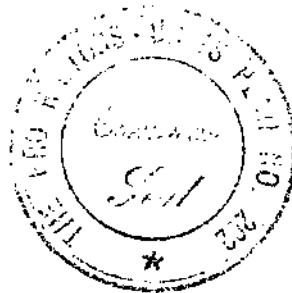
- 11.5 Dogs – The meeting noted that the Committee had recently denied permission to an intending purchaser of a unit who was seeking Corporation consent to keep a dog. The meeting noted that should an**

owner have a necessity for a guide dog or carer dog then consideration needs to be given to that application but the Committee did not believe that the keeping of animals within Argyle Square was appropriate due to its design.

- 11.6 Mr Lloyd moved a vote of thanks to the outgoing Committee for its work over the last 12 month period. This was agreed by acclamation.
- 11.7 Mr Hendry moved a vote of thanks to John Warhurst for his work on the Committee over the years and on behalf of the body corporate. He noted that he was long serving and made a great contribution and was a fair Chairperson.

There being no further business the meeting closed at 10.00 pm.

CHAIRPERSON





ALUP\$1503096 06/12/2006 12:36:26 HENKJ



1503096

ALUP

Form 055

APPLICATION TO ALTER A UNITS PLAN

Lodging Party

6249.1201

Box Number

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

An application to alter a units plan, may include a minor boundary variation, a building damage order etc.

1. LAND

Vol:Fol	District/Division	Section	Block	Unit
799:29	REID	8	2	202 202

2. UNITS PLAN NUMBER

202

3. APPLICANT/S

Name in Full

The Proprietor Units Plan No: 202

4. TYPE OF VARIATION

- ☐ Building Damage Order
- ☒ Minor Boundary Change
- ☐ Alteration to Schedule of Unit Entitlement
- ☐ Other

5. SUPPORTING DOCUMENTATION

- ☐ Please attach the Magistrates Court Order No...
- ☒ Please attach the authority executed by the authorised officer on behalf of the Minister / ACT Planning and Land Authority.

Full name of signatory

Irma Sare

Signature of the delegate of the ACT Planning and Land Authority

- ☐ Please attach the amended units plan as executed by the applicant, the registered surveyor identifying the variations.

5. COURT ORDER PERIOD (Provide date if applicable)

Application must be made within three months of the date of the court order.

Date of Court Order:

5. APPLICATION PERIOD (Provide date if applicable)

Application must be made within three months of the unopposed resolution by the owners corporation endorsing an application to the Minister.

Date of Unopposed Resolution:

6. LODGEMENT PERIOD (provide date if applicable)

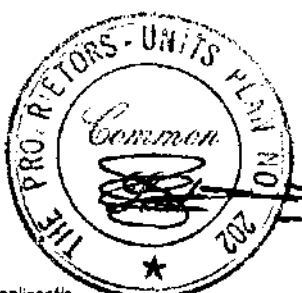
If the Minister grants a 'Unit Entitlement Authority' the applicant has three months from the date of the authority to register the application with the Registrar-General's Office.

Date Minister signed Authority: 5.12.06

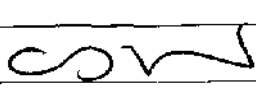
6. DATE

6.12.06

7. EXECUTION BY THE APPLICANT / OWNERS CORPORATION

Signed by the Applicant/s  Signature of Applicant/s	Full name of witness Eus Dixon Signed in my presence  Signature of witness
--	---

7. OFFICE USE ONLY

Lodged by		Certificates Lodged	
Data Entered by		Attachments Lodged	
Examined by		Certificate of Title Lodged	
Registered by		Registration Date	12 Dec 2004

SPECIAL NOTE: The Registrar-General must notify the ACT Land and Planning Authority of the registration of the order.

PRIVACY STATEMENT

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SCHEDULE OF NOTES

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- Execution by
 - A Natural Person** - should be witnessed by an adult person who is not a party to the document.
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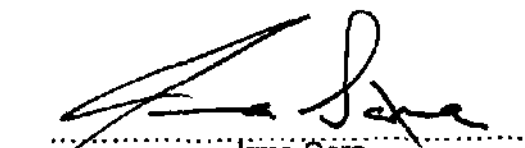
AUSTRALIAN CAPITAL TERRITORY

UNIT TITLES ACT 2001

BOUNDARY AUTHORITY

Under Section 149 of the *Unit Titles Act 2001*, I HEREBY GRANT a Boundary Authority for **Block 2 Section 8 Division REID**, which will remain in force for a period of three (3) months from the date of this authority.

Dated this **Fifth** day of **December** 2006


.....
Irma Sare
Delegate of the Planning Authority



LANE
OFFICE OF REGULATORY
Department of Justice and Community



SR\$1769117

27/10/2011 12:43:42 BRYCB

1769117

SERVICES



DEPARTMENT OF
JUSTICE & COMMUNITY SAFETY

**SPECIAL RESOLUTION
BY OWNERS CORPORATION**

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
INDEPENDENT BODY CORPORATE	91 NORTHBOURNE AVENUE TURNER	02 62091515

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
799: 201	REID	8	2	202

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

ADDITIONAL ARTICLE 7

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 BODY CORPORATE MANAGER	Office Held ADMINISTRATION OFFICER

OFFICE USE ONLY

Lodged by	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		
Registered by	Registration Date	31 OCT 2011

**MINUTES OF AN ANNUAL GENERAL MEETING
UNITS PLAN 202 – 3 ALLAMBEE STREET, REID**

- Held:** The Conference Room, independent Body Corporate Services,
Ground Floor, "Unisys" Building
91 Northbourne Avenue, Turner
Tuesday 3rd May 2011 at 6.00pm
- Present:** Mr D and Mrs E Teather (Unit 2), Mr R Henty (Unit 5), Mr J and Mrs J
Warhurst (Unit 7) Dr D and Mrs A Sloper (Unit 8), Mr R and Mrs D Fletcher
(Unit 10), Mr J and Mrs V Hendry (Unit 14), Ms A Prendergast (Unit 21), Ms
N Baker (Unit 22), Mr R Long (Unit 27)
- Mrs S Shaw and Miss A Meldrum representing Independent Body Corporate
- Chair:** Mr D Teather chaired the meeting
- Apologies:** Mr R and Mrs S Macdougall (Unit 6), Mr G Fleming and Mrs M Loheni
(Unit 15)
- Proxies:** Mr K McArthur (Unit 1) appointing the chair and voting yes to Motion
1,2,3,4,6,7,8,9 and no to motion 5
Mr A Jones (Unit 13) appointing the chair to vote on their behalf
Mr G Fleming and Mrs M Loheni (Unit 15) appointing the chair and voting
in the affirmative to all motions.
Mr M and Mrs P Spalding (Unit 28) appointing the chair and voting in the
affirmative to all motions.
- Ms H Stead (Unit 11) appoints Mr J Hendry to vote on their behalf
Mr R and Mrs S Macdougall (Unit 6) appointing Mr D Sloper to vote on
their behalf
- Quorum:** A quorum was declared present and the meeting proceeded as scheduled.

Minutes of the Previous Annual General Meeting:

The minutes of the Annual General Meeting of 20 March 2009 were distributed to all owners present.

The Owners Corporation notified the Managing Agent that Ms N Baker and Mr J Gullan were present at the meeting as transcribed otherwise.

MOTION 1 i): *It was resolved that the minutes of the previous annual general meeting be accepted.* **LAPSED**

MOTION 1 ii): *It was resolved that the amended minutes of the previous annual general meeting be accepted.* **CARRIED**



Executive Committee report:

Mr D Sloper briefly outlined the Executive Committee report for all owners present. It was noted that funds has been recovered for the additional bin services. It was noted that the garbage area had been cleaner; since additional recycling bins were acquired.

In reference to 2.2 of the report, Mr D Sloper informed the Owners Corporation that all matters had been addressed and implemented.

Mr R Long outlined his concerns surrounding the removal of the drain near units 26-28 and the advice and competence given by the engineer Adam Hugill. He advised that since the drain was removed, water had been pooling and impacting the surrounding area. A lengthy discussion followed in regards to the background information and processes leading up to the drain removal. Mr R Long notified the Owners Corporation that it was his intention to pursue the matter further.

It was concluded that this matter be a topic for the new Executive Committee.

The Owners Corporation was gladly informed that because the rat baits had been effective against the rat infestation.

Business Arising from Minutes:

There was no business arising.

Insurance:

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

Policy no: 14P003337UPK	Due date: 13/12/2011
Building replacement	\$16,880,000
Contents	\$151,000
Public liability	\$20,000,000
Office Bearers Liability	\$5,000,000
Note: Excess \$200 + \$750 on pipes and water damages	

Unit owners are reminded that they must hold their own contents and liability cover for any accident that may occur inside their unit. Note that the Owners Corporation insurance does not cover personal effects, curtains, carpets and light fittings

MOTION 2 i): *It was resolved that the level of insurance be increased annually upon renewal to the figure as suggested by the insurer.*

MOTION 2 ii): *It was resolved that the level of insurance be adjusted annually upon renewal to the figure as suggested by the insurer, with quotes to be obtained from at least 2 insurers*



MOTION 2 iii): *It was resolved that the level of insurance be adjusted annually upon renewal to the figure as suggested by the insurer, with quotes to be obtained from at least 2 insurers and that the quotes be provided to Executive Committee members for their approval prior to renewal.*

CARRIED

Insurance Claims Excess:

The Managing Agent clarified to all owners present that Motion 3 has been the standard procedure used in the past. Independent Body Corporate Services explained that should a claim considered by the insurer to be a pipe or water damage matter the excess would be \$750, for all other claims it would be \$200.

MOTION 3: *It was resolved that any excess payable on an insurance claim is the responsibility of the owner of the unit to which the claim is related. If an insurance claim related to the common property then the excess is the responsibility of the Owners Corporation.*

CARRIED

Financial Report:

The financial report had been circulated to all owners. The financial statements show a balance of \$27,998.35 in the Administration Fund and \$104,649.81 in the Sinking Fund.

Dr D Sloper, a representative from the Executive Committee informed the Owners Corporation that significant savings had been made over the financial year. This was seen in the expected painting expenditure of around \$14,000.00, opposed to the final selected quote of around \$11,000.00

Mr R Long enquired into the need to undertake painting in the stairwell of units 23-28. A lengthy discussion then transgressed and it was reiterated that at the 2009 Annual General Meeting the Owners Corporation passed a motion to paint all 3 stairwells. It was concluded that to continue with the uniformity within the complex, all 3 stairwells should be painted. However it was agreed that a letter would be circulated to owners of units 23-28 to gain their opinion with the Executive Committee to decide on the outcome.

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

CARRIED

Sinking Fund Forecast:

Under the Amended Unit Titles Act regulated on 31 March 2009, a ten year Sinking Fund Forecast is required for all Bodies Corporate with a review to be obtained after five years.

It was noted that a Sinking Fund Forecast report had been presented four years previously and that the Sinking Fund Budget was based on this report.



Budget Debate:

The Proposed Budget had been circulated to all owners with the meeting papers and was discussed briefly. It was agreed the tree pruning would be needed and should come from the Sinking Fund.

MOTION 5: Special Resolution: *It was resolved that the proposed Administration Fund budget of \$71,000.00 be adopted. Also, that the corporation determine a levy equal to the approved budget for the twelve month period, commencing on 1 April 2011, and to be contributed in accordance with the unit entitlements and at quarterly intervals, being 1 May, August, November 2011 and 1 February 2012 .*

CARRIED

MOTION 6: Ordinary Resolution: *It was resolved that the proposed Sinking Fund of \$44,500.00 be adopted. Also, that the corporation determine a levy equal to the approved budget for the twelve month period, commencing on 1 April 2011, and to be contributed in accordance with the unit entitlements and at quarterly intervals, being 1 May, August, November 2011 and 1 February 2012 .*

CARRIED

Votes against: 1

Management:

As a result of an internal restructure at Independent Property Group, and as a requirement of the Unit Titles Act, it is necessary to pass the below motion to transfer management of the units plan to the new entity. It is important to note that the change in entity/business name will in no way impact on the management of Units Plan 202.

MOTION 7: *It was resolved that the Owners Corporation considers appropriate, the Transfer/Assignment of the Body Corporate Management Rights for Units Plan 202 from Independent Body Corporate Pty Limited ACN 083 161 648 to Independent Body Corporate Services Pty Limited 143 715 986.*

CARRIED

Strata Management Agency Agreement:

As a member of the Strata Managers Institute (ACT) Inc, and to comply with the requirement of the Agents Act 2003 (s. 100 regulation 15) Independent Body Corporate has introduced Strata Management Agency Agreements for all Owners Corporations.

MOTION 8: *It was resolved that the Owners Corporation exercises the 2nd year option of the current Strata Agreement.*



Election of Committee:

As noted in the meeting papers, the Managing Agent explained that with the regulation of the Unit Titles Act 2001 Amended on 31 March 2009, it is legislated that the Executive Committee has a Chair, Secretary and Treasurer with the position of Chair having the casting vote. These positions are elected at the first formal meeting of the Executive Committee following the Annual General Meeting and hold until the next Annual General Meeting. The positions of Secretary and Treasurer can be delegated to the Managing Agent if desired.

Mr R McDougall (Unit 6), Mrs J Warhurst (Unit 7), Ms N Baker (Unit 22), Mr R Long (Unit 27)

It was agreed that the Executive Committee had the option to work in a co-op with other owners when necessary.

Mr D Sloper kindly offered his expertise for minor works on common property if required.

The Owners Corporation would like to thank the 2010 Executive Committee for their efforts over the past year and expressed a sentiment that members should utilise the knowledge of previous members.

It was noted that owners should not approach members of the Executive Committee, but rather go through the Strata manager.

House rules:

The Managing Agent advised owners that the house rules for UP 202 had been updated to coincide with the 2001 Unit Titles Act.

To continue with the uniformity among all stages of Argle Square, it was agreed that should the gates on Ainsle Avenue be painted, it should be in its original colour black.

In accordance with Territory and Municipal Services, the Managing Agent was requested to amend the noise levels to 11pm.

Guidelines for installation of TV aerials as included in the House Rules for Units Plan 202 was previously circulated to all owners.

MOTION 9: *Special Resolution: It was resolved that the following House Rules (see attached) be inserted into the Articles of Association for the Unit Plan 202 as article number 7.*

CARRIED



General Business:

Executive Committee Meetings

The Managing agent was requested to send out all future Executive Committee meeting minutes to all owners.

MOTION: *It was resolved that the minutes for all future Executive Committee meetings will be distributed to all owners.* **CARRIED**

MOTION: *It was resolved that the Independent Body Corporate Services agreement (see attached) should be noted and that an action list should be produced.* **CARRIED**

Meeting closed at 8.50pm



The Owners - Units Plan 202: Argyle Square Stage 1

House Rules

It is a legal requirement that unit owners bring these House Rules to the attention of their tenants and attach a copy of the House Rules to the lease documents.

1. These rules provide guidelines for the behaviour of residents comprising Units Plan 202, aimed at enabling residents to enjoy a maximum of convenience, comfort and privacy consistent with the interests of fellow residents.
2. Residents and their guests shall at all times show consideration to their fellow residents and avoid behaviour that might give offence.
3. Residents shall maintain their units so that other units are not adversely affected in terms of hygiene, appearance and value.
4. In particular:
 - (a) **Appearance**
 - (i) **Balconies** - Laundry, garbage, garbage containers, supermarket trolleys and bicycles shall not be displayed on balconies at any time. Low profile clothes stands, i.e. not visible from ground level, are permissible only on rear balconies, i.e. units overlooking the garages, of the unit. Draping rugs, mats, sheets, blankets, clothing etc. over either balcony or verandah railings is not permitted. Sundry items such as cigarette butts are not to be discarded from the balconies.
 - (ii) **Common Property, Hallways and Stairwells** - Laundry, garbage and garbage containers, supermarket trolleys and bicycles, storage containers, or any other item(s) are not to be stowed in these areas at any time. Marijuana or tobacco should not be smoked in the hallways and/or stairwells.
 - (iii) **Garages** - Garages shall not be used for the storage of garbage or for any commercial enterprise and garage doors should be closed at all times. People who have vehicles that overlap their garage might like to, when purchasing their next vehicle, look at purchasing a vehicle that fits into the garage, allowing closure of the door.
 - (iv) **Courtyards** - Courtyards shall be maintained in a clean and tidy way which is not offensive to other residents where units overlook the courtyards, eg. no bottles, cans, take-away food containers, cigarette butts or needles.
 - (b) **Noise**
 - (i) Residents shall avoid creating excessive noise which will disturb other residents. In particular, because of the echo effect in the complex, parties which extend onto the balconies or into the public areas, should be moved indoors after 11pm and subdued.
 - (ii) Washing machines and spin driers are not to be used after 11.00 pm.

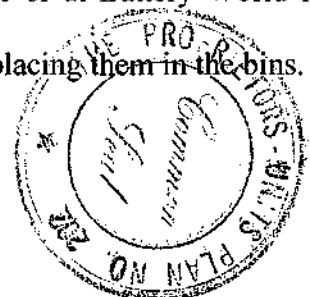
- (iii) Exhaust fans must not be left switched on all night. Residents are to avoid slamming of balcony doors both during the day and night.



- (c) **Hygiene** - Residents shall maintain their units internally and externally in a manner that does not cause offence to other residents.
- (d) **Bicycles** - Residents or visitors shall not store bicycles in hallways, other common areas or balconies. Each unit has a garage, and this is where bicycles should be stored when not in use.
- (e) **The East Gate of Stage 1 leading to Doonkuna Street** - This is kept locked for security reasons. If residents need it opened (for example when moving heavy furniture) they should contact the Managing Agent who will arrange for one of the Executive Committee members to unlock the gate.
- (f) **Cars - The rules for parking inside Stage 1 are as follows:**
 - (i) Shall not be parked on lawns internally or externally.
 - (ii) The speed limit within the complex is 10 kilometres per hour.
 - (ii) Parking inside the complex is restricted to owner/residents and their short term visitors.
 - (iii) Vehicles that are not garaged may only park in spaces marked UP on the attached parking plan.
 - (iv) Only owners/residents of garages 9, 14, 22, 25 and 27 may park external to their respective garages in spaces marked RP on the attached plan.
 - (v) No vehicles are to be permanently parked within the complex in excess of one month. Unregistered vehicles are not to be parked in excess of one week.
 - (vi) Vehicles in excess of one tonne payload are not to be parked within the complex. (Tradesmen carrying out work or deliveries may park if space is available).

Note: *The restriction to single lane traffic on the access road between Stage 1 and Stage 2, because of parking spaces, is regrettable but has been accepted as a penalty in the interests of providing unobstructed entrance to all garages.*

- (g) **Garbage** - Normal household waste should be placed in the bins provided in the garbage room (location shown on the attached Parking Plan) and as detailed below:
 - (i) **Green Bins** - Normal household waste in plastic bags securely fastened, but excluding recyclables as indicated below.
 - (ii) **Green Bins With Yellow Lids** - Recyclables, including clean paper and cardboard; rigid plastic containers; cartons; steel and aluminium cans, trays and foil; glass bottles and jars.
 - (iii) Plastic bags, polystyrene, light globes, window or mirror glass should **NOT** be placed in the recycling bins. Consult the ACT NOWaste poster in the garbage room, or website www.nowaste.act.gov.au or phone 13 22 81 for more information on recycling. Light globes can be disposed of at the Planet Ark box at the doorway to Dick Smith in the Canberra Centre or at Battery World in Phillip.
 - (iv) Where possible, compress and condense items before placing them in the bins.



- (v) The disposal of all other material (eg, car batteries, mattresses, furniture, large cardboard boxes, old computers, old computer cartridges, rubbish resulting from removals and other outsize items which will NOT fit into bins) is the responsibility of the individual and should be taken to the nearest tip. Contact ACT NOWaste on website www.nowaste.act.gov.au or phone 13 22 81 for information on the locations of tips and other means of disposal.
 - Old computer cartridges and old batteries can be disposed of at the Planet Ark box at the doorway of Dick Smith in the Canberra Centre or at Battery World in Phillip.
 - Dell Computers, www.dell.com.au/recycle or phone (02) 9930 3355, will very willingly take your old computers (any brand) for recycling for people in Third World countries.
 - Old clothing that is clean and wearable can be given to charities like Vinnies, Anglicare or the Salvation Army.
 - (vi) **Every effort should be made to ensure that the bin lids are always closed to avoid Blow Fly Strike.**
 - (vii) The garbage room door is fitted with a combination access lock and the door should be securely closed on leaving.
- (h) **Common Property Driveways** - For safety reasons, children are not permitted to ride bicycles and tricycles or play games etc on the common property driveways.

Gardens and Lawns - Lawn, garden and tree maintenance is a major ongoing maintenance cost for our Owners' Corporation.

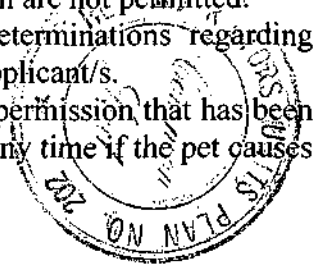
- (i) It is necessary to maintain the gardens and the nature strips to a high standard so that Stage 1 remains an attractive urban domestic development and the relative value of all the units is maintained. All residents are requested to assist the Owners Corporation to achieve this aim.
- (ii) A **Gardening Sub-Committee** plans the maintenance and development of the garden and outdoor areas and liaises with the grounds maintenance staff. Unless an issue needs to be dealt with urgently, questions and requests should be referred to the Sub-Committee via the Managing Agent.
(Residents should not make direct requests to the grounds maintenance staff or to individual Sub-Committee members.)
- (ii) Ground level residents are encouraged to maintain and improve the garden beds immediately surrounding their unit. Those ground floor residents not wishing to maintain these gardens should advise the Managing Agent so that the Gardening Sub-Committee can inform the gardener. However, gardening activities on the common property outside the immediate unit gardens, eg tree or shrub planting, pruning or removal of plants, is not permitted without the approval in writing of the Committee.
- (iv) Residents and their visitors are specifically requested to walk on the footpaths.



- (i) **Common Property** - All residents have a duty to avoid damaging or littering the common property.
- (j) **Roof Areas** - Access to the roof of all buildings is prohibited. Access is to be arranged only by the Managing Agent. (Maintenance warranty and insurance is dependent upon only authorised personnel climbing on the roof).
- (k) **Stop Cock** - Each unit has a mains stop cock within the unit to isolate that unit's water supply (sometimes well hidden). Residents/owners should make themselves aware of the stop cock's location in case of an emergency.
- (l) **Paint Colours** - The external building paint colours are Taubmans Mid Bristol Green and Taubmans White Haze. Suggested colour for other timber areas - such as gates - is Taubmans Forest Green or black on Ainslie Ave. For internal stairwells and corridors the paint used on walls is "Dulux Whisper White half strength" and on railings "Dulux Whisper White full strength."
- (m) **Security** - All owners and residents are encouraged to contribute to the overall security of the complex by making sure that their garages and units are kept locked and secure. All incidents that may have a security implication (such as break in attempts) should be reported to the Police and the Owners Corporation so that a full and up-to-date picture of the security status of Argyle Square is maintained.

Entry security doors fitted with a combination access lock have been installed to ensure the safety and protection of all residents. **These corridor access doors should be securely closed immediately after entering or leaving.** They are not to be fastened back unless someone is standing beside the door as when moving goods in or out of a unit.

- (o) **Pets** - In accordance with Section 51A of the Unit Titles Act, pets are not permitted unless the Owners' Corporation gives written approval. An application form with guidelines for obtaining approval is attached to these House Rules. The rules and guidelines include:
 - (i) The animal or bird will be constrained (if applicable) so as not to allow it to cause any nuisance on common property or to neighbouring units.
 - (ii) All pets must be kept in hygienic conditions and in an enclosed area.
 - (iii) Any damage or fouling caused by the animal or bird whilst on common property will be rectified without delay.
 - (iv) Dogs cannot be kept in upstairs units.
 - (v) Dogs are only allowed into public areas if they are on a lead.
 - (iii) An animal or bird causing a nuisance eg, biting or barking dogs, can be reported to the Managing Agent and the pet owner requested to remove the animal.
 - (iv) Keeping a number of animals or birds and breeding them are not permitted.
 - (v) The Executive Committee is authorised to make determinations regarding keeping of pets after all criteria have been met by the applicant/s.
 - (vi) The Executive 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.



- (p) **Guidelines for TV Aerials, Satellite Dishes and Cable TV** - The Owners' Corporation will agree to the installation of a cable TV/satellite dish by a unit owner provided that:

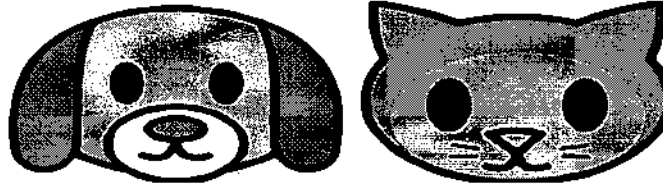
- (ii) A request for installation of any dish/antenna and associated cabling work is submitted in writing to the Owners' Corporation.
- (iii) Installation of any dish/antenna and associated cabling work is carried out by a qualified technician.
- (iv) The dish/antenna must be no greater than 85cm in diameter
- (v) Any dish/antenna is mounted on the wall on the road-side of the units ie. Units 1-7 on the Ainslie Avenue side and Units 8-28 on the Allambee Street side with best endeavours to be out of sight.
- (vi) The owner accepts wholly responsibility for any damage to the building including roof, gutters or other fittings that occur during installation of or as a result of installing and /or using the dish/antenna and associated cabling including any consequential damage to the unit or to other units and property.
- (vii) The owner acknowledges that the Owners' Corporation is not and will not become responsible for any damage to the building including roof, gutters or other fittings that occur during installation of or as a result of installing and /or using the dish/antenna and associated cabling including any consequential damage to the unit or to other units and property.
- (viii) The owner complies with any additional conditions or requirements specific to the installation request as may be detailed by the Owners' Corporation.

5. **Responsibility to Comply** - All owners are reminded that in addition to these House Rules, it is their responsibility to comply with the contents of The Unit Titles Act 2001, as amended, and its Regulations.
6. **Correspondence and Managing Agent** - All Corporation correspondence is to be sent to the Managing Agent which is:

Independent Body Corporate
GPO Box 1539
CANBERRA CITY 2600

Telephone: 6209 1515
Fax: 6247 9567
E-mail: bcenquiry@independent.com.au





Units Plan 202: Argyle Square Stage 1

Application for Approval to Keep an Animal or Bird

Unit No.:

Name of Owner 1:

Name of Owner 2:

Type of Animal/Bird:

Breed (if applicable):

Name of animal or bird (if applicable):

I/we hereby declare that

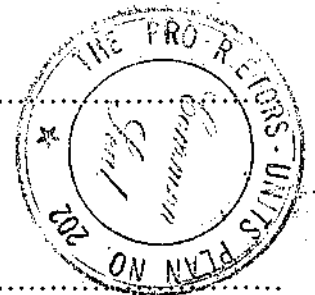
- I/we will comply with all relevant legislation;
- the animal or bird will be constrained (if applicable) so as not to allow it to cause any nuisance on common property or to neighbouring units;
- any damage or fouling caused by the animal or bird whilst on common property will be rectified without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

Signature:
(Owner 1)

Date:

Signature:
(Owner 2)

Date:





Access
Canberra.



SR3313584

14/05/2024 13:19:41 Bens M

Chief Minister

3313584

**SPECIAL RESOLUTION
BY OWNERS CORPORATION**

SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Email Address	Contact Telephone Number
Signature Strata	info@signaturestrata.com.au	6185 0347

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
799:29	REID	8	2	202

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

Register consolidated rules

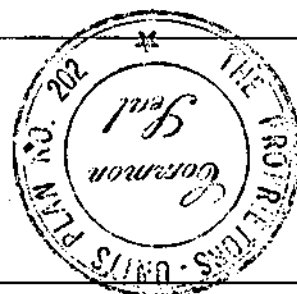
SUPPORTING DOCUMENTATION

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

- ☐ Sealed copy of Minutes of Meeting
- ☐ Sealed copy of Resolution/Motion
- ☒ Other (specify) – register consolidated rules

COMMON SEAL OF OWNERS CORPORATION

(Seal must be affixed)



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:

Witnessed by:

Belinda Gai Denzel
Senior Administrator

Jaime Burge
Strata Manager

for: Signature Strata
on behalf of the Registered Proprietor/Managing Agent

OFFICE USE ONLY

Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		Evidence Manager Appointed	Yes ☐
Registered by	LMT	Registration Date	23/05/2024

RULES OF THE OWNERS CORPORATION

UNITS PLAN 202 "ARGYLE SQUARE STAGE 1"

3 Allambee Street, REID

1.1 Definitions—default rules

(1) In these rules:

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

(2) A word or expression in these rules has the same meaning as in the *Unit Titles (Management) Act 2011*.

1.2 Payment of rates and taxes by unit owners

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

1.3 Repairs and maintenance

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

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

1.4 Erections and alterations

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

(a) in accordance with the express permission of the Owners Corporation by Special Resolution; and

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

(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.

Examples—permission not unreasonably withheld:

- safety considerations
- structural considerations
- financial considerations
- equity of access to common property, easements, facilities or utility services

Example—permission unreasonably withheld:

external appearance of a unit or the units plan

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 the Owners Corporation gives written approval in accordance with Section 32 of the Management Act and —

(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 2; and

(b) breeding of animals and birds is not permitted; and

(c) the pet owner ensures that the animal is appropriately supervised when the animal is on the common property of the units plan; and

(d) dogs must be on leads when on common property within the units plan; and

(e) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and

(f) the pet owner cleans any area of the units plan that is soiled by the animal; and

(g) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety; and



RULES OF THE OWNERS CORPORATION

UNITS PLAN 202 "ARGYLE SQUARE STAGE 1"

3 Allambee Street, REID

- (h) all attempts must be made to keep pets from making excessive noise; and
 - (i) the pet owner must ensure the pet does not foul on the common grassed areas; and
 - (j) owners of new cats born from 1 July 2022 must abide by The ACT's cat containment laws; and
 - (k) unless the cat is less than 8 weeks old it must be desexed and registered in The ACT.
- (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.
- 1.6 Assistance animals
The owners corporation may require a person who keeps an assistance animal to produce evidence that the animal is an assistance animal.
- 1.7 Use of common property
A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit, other than in accordance with a special privilege rule.
- 1.8 Hazardous use of unit
A unit owner must not use the unit, or permit it to be used, to cause a hazard to an owner, occupier or user of another unit.
- 1.9 Use of unit—nuisance or annoyance
 - (1) A unit owner must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner, occupier or user of another unit.
 - (2) This rule does not apply to a use of a unit if the executive committee has given an owner, occupier or user of the unit written permission for that use.
 - (3) Permission may be given subject to stated conditions.
 - (4) Permission may be withdrawn by special resolution of the owners corporation.
- 1.10 Noise
 - (1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.
 - (2) This rule does not apply to the making of a noise if the executive committee has given the person responsible for making the noise written permission to do so.
 - (3) Permission may be given subject to stated conditions.
 - (4) Permission may be withdrawn by special resolution of the owners corporation.
- 1.11 Illegal use of unit
A unit owner must not use the unit, or permit it to be used, to contravene a law in force in the ACT.
- 1.12 What may an executive committee representative do?
 - (1) An executive committee representative may do any of the following in relation to a unit at all reasonable times:
 - (a) if the committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit—inspect the unit to investigate the breach
 - (b) carry out any maintenance required under the Act or these rules.
 - (c) do anything else the owners corporation is required to do under the Act or these rules.



RULES OF THE OWNERS CORPORATION

UNITS PLAN 202 "ARGYLE SQUARE STAGE 1"

3 Allambee Street, REID

- (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 their intention to do the thing; or
 - (b) in an emergency, it is essential that it be done without notice.
 - (4) The executive committee may give a written authority to a person to represent the corporation under this rule.
- executive committee representative* means a person authorised, in writing, by the executive committee under rule 1.12 (4).

1.13 Legal Fee Recovery

- (1) If an Owners Corporation commences an action and 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, unless authorised by a resolution of the Owners Corporation.

1.14 Seal of Owners Corporation

- (1) The Managing Agent may affix the 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 at the Land Titles Office; and
 - (d) Certifications issued under Section 119 of the Act; or
 - (e) For any other purpose where delegated by the Owners Corporation in accordance with Section 9A(b)(iii)
- (2) If the Owners Corporation does not have a common seal, as per Section 9A(b)(iii) of the UTMA, the Managing Agent may sign a document as authorised by the Executive Committee.

1.15 Vehicles and Parking within the complex.

- (1) Vehicles must observe a 10kph speed limit within the complex.
- (2) Parking within the complex is restricted to owners/residents and their short-term visitors.
- (3) Residents are expected to park their vehicles in their garages or, if applicable, in the allocated resident parking areas specified in (4) below.
- (4) Only owners/residents of garages 9, 14, 22, 25 and 27 or their visitors may park external to their respective garages in spaces marked "Reserved".



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RULES OF THE OWNERS CORPORATION

UNITS PLAN 202 "ARGYLE SQUARE STAGE 1"

3 Allambee Street, REID

- (5) Residents not assigned an allocated resident parking space may park in spaces marked "Resident Parking" for up to one week. These spaces are not to be regarded as a permanent or semi-permanent parking space for residents with inadequate parking for their vehicles.
- (6) Resident's visitors may park in spaces marked as "Resident's Visitor Parking" for a maximum of 4 hours, unless otherwise approved by the Executive Committee.
- (7) Residents and their visitors must NOT block or use other residents' car parking spaces or block access to other residents' garages without their express consent to do so.
- (8) Residents and their visitors must comply with "NO Parking" signs in the complex.
- (9) Vehicles are NOT to be parked on the concrete access driveways, on internal or external landscaped or grassed areas, or in any position where they may cause an obstruction to others.
- (10) Vehicles in excess of one tonne payload are not to be parked within the complex. (Tradesmen carrying out work or deliveries may park for short periods if space is available)
- (11) Residents are responsible for cleaning up any oil spills caused by their vehicles or their guests' vehicles and will be requested by the Owners Corporation to do this in the event that this is not carried out.
- (12) In the interest of safety, children are not permitted to ride cycles or play games on the common property driveway areas.
- (13) Fire hydrants are never to be used by residents for the purpose of washing vehicles.

1.16 Garbage and Recycling

- (1) The garbage room door is fitted with a combination access lock and the door should be securely closed on leaving.
- (2) The green wheeltie bins with red lids are for domestic waste only.
- (3) All rubbish deposited in the red lid bins should be enclosed in an acceptable outer container, such as a garbage bin liner, and fastened securely.
- (4) The green bins with yellow lids are for recyclables only. Acceptable materials that can be recycled are identified on the interior wall of the garbage room. Large cardboard boxes should be collapsed before being placed in the bin.
- (5) Under no circumstances is garbage or recycling to be placed on the ground in front of the garbage room or on the floor of the garbage area.
- (6) Household items such as furniture, bedding etc. are not to be placed in either the garbage or recycling bins but should be disposed of by residents via the ACT bulk waste collection service organized via the managing agent or at appropriate Government collection areas.

1.17 Appearance

- (1) Residents must maintain their units so that other units are not adversely affected in terms of hygiene, appearance or value.
- (2) The draping of rugs, mats, sheets, blankets, clothing etc. over balcony railings is not permitted.
- (3) Drying frames must remain below the height of the balustrade and are permitted on rear balconies only, i.e. on balconies overlooking the garages.
- (4) Balconies are not to be used as storage areas.
- (5) Birds or possums are not to be fed from the balconies.
- (6) No items, including bicycles, are to be stored in common property areas including entrance foyers, stairwells, access pathways or in vehicle parking spaces. The garages provided for units should be used for this purpose.
- (7) Garages must not be used for commercial purposes and for security reasons garage doors should be kept closed.



RULES OF THE OWNERS CORPORATION

UNITS PLAN 202 "ARGYLE SQUARE STAGE 1"

3 Allambee Street, REID

1.18 Replacement Floor Coverings

- (1) The 'gold' standard for floor coverings protecting against noise transmission within UP202 is that which is provided by wall-to-wall carpets. This standard should be replicated by any replacement floor covering.
- (2) To protect the noise amenity of residents within the units and recognising that replacement of carpet with acoustically 'hard' floor finish types (e.g. timber, tile) affects the degree of impact noise transfer between units, the following position will be adopted from 7 May 2024 for all applications by owners to replace their floor finish. This is a combination of existing requirements and additional requirements. This position has been developed based on advice from a qualified local acoustic consultancy, industry best practices and our strata manager, Signature Strata.
 - (a) With prior written permission from the Owners Corporation an Owner may install loose-laid floating timber or other hard floorings to their unit provided it is not affixed (no adhesive screwing or cutting into the base slab) to the building structure i.e.: concrete floor. It is a condition that all perimeter detailing must ensure that the new floor surface is not in rigid contact with the surrounding walls, skirting etc.
 - (b) All flooring replaced by unit owners must result in an overall floor and ceiling system that meets at least $\pm$ L_{nT,w} 45. This is generally equivalent to that of a wall-to-wall carpet.
Note: L_{nT,w} is the Apparent Standardised Weighted Impact Sound Pressure Level, as defined in ISO 16283-2:2020 and ISO 717-2:2020. L_{nT,w} criterion is to be achieved in the apartment below and relates to the floor/ceiling build-up above. Lower L_{nT,w} results represent better performance.
 - (c) Owners are to ensure the L_{nT,w} criterion is met via specification of their new floor build-up and assume a 200 mm concrete slab.
 - (d) Impact noise control treatment (e.g. resilient 'acoustic' underlay) must be provided for new acoustically 'hard' floor finishes (timber, tile) that is demonstrated via manufacturer test data to reduce impact noise such that it meets the impact sound insulation requirement given above.
 - (e) Proposals to replace floor treatments must be submitted in writing to the Owners Corporation for approval prior to the commencement of installation/construction works. Submissions are to include supporting impact sound insulation information (i.e. manufacturer's test data or a report with a professional opinion from a suitably qualified consultant) to confirm compliance with the requirements of this Policy. This is to allow records to be kept of those units that have installed alternate surface flooring. The report from the consultant is to be obtained and paid for by the applicant.
 - (f) Replacement flooring (including underlay) must be loose laid. Floor coverings must not be affixed to the building structure (i.e. no adhesive, no screwing or cutting into the base slab is permitted). All perimeter detailing must be such that the new floor surface is not in rigid contact with surrounding walls, skirting, etc.
 - (g) Should any party be affected by increased noise disturbance as a result of the installation of alternate flooring, it is the responsibility of the individually affected party to pursue the matter with the originating unit owner via means available to them including The ACT Civil & Administrative Tribunal (ACAT).



1.19 Smoking

RULES OF THE OWNERS CORPORATION

UNITS PLAN 202 "ARGYLE SQUARE STAGE 1"

3 Allambee Street, REID

- (1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, of the lot does not penetrate to the common property or any other lot.
- (3) An occupant must not discard cigarette butts or ash over any balconies or outside of their own unit boundary.

1.20 Vandalism and Damage

- (1) An occupant or their visitors must not damage any part of the common property.
- (2) An occupant who has caused damage is liable to reimburse the owners corporation for all expenses that it incurs in rectifying the damage.

1.21 Real Estate Signs

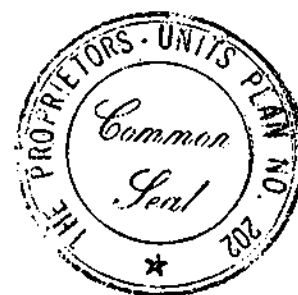
- (1) Unit owners are not permitted to display any signs in any visible external windows of their unit except with the prior approval of the executive committee.
- (2) Signs including real estate "For Sale" and "To Let/Lease" signs are not permitted to be erected on the common property unless permission is given by the executive committee.
- (3) 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.
- (4) 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.

1.22 Guidelines for charging electric bicycles and scooters.

- (a) Use Quality Chargers. Always opt for reputable, high-quality chargers that are compatible with your devices. Cheap knock-off chargers may not have the necessary safety features, increasing the risk of accidents.
- (b) Charge in Open Spaces. Whenever possible, charge your devices in well-ventilated areas. Avoid charging them on flammable surfaces like beds, sofas, or carpets.
- (c) Avoid Overcharging. Unplug your devices once they're fully charged. Overcharging not only wastes energy but can also lead to battery damage and increased fire risk.
- (d) Regularly Inspect Cables and Batteries. Check your charging cables and batteries for any signs of wear, damage, or overheating. Replace any damaged components immediately.
- (e) Do Not Leave Charging Devices Unattended. While it might be tempting to leave your devices charging overnight, it's safer to charge them while you're awake and present in case any issues arise. Always plug into a power point, and never use power boards.
- (f) Do not leave an electric scooter or e-bike battery unattended in an apartment or townhouse while charging.
- (g) Do not charge your electric vehicle in the car park areas as the current building insurance policy does not cover fires caused by electric vehicles.

1.23 General

- (1) The owners corporation does not accept responsibility for any personal property removed, damaged or stolen from common property areas, or from individual units or their garages.
- (2) To comply with fire regulations and to enable access in the event of an emergency security screen doors are not permitted to be installed to unit front doors.
- (3) Under no circumstances are owners, and residents permitted to access the roofs of the complex. All tradespersons who access the roof must do so using the installed height safety system (HSS) and with the prior written permission of the UP202 managing agent.



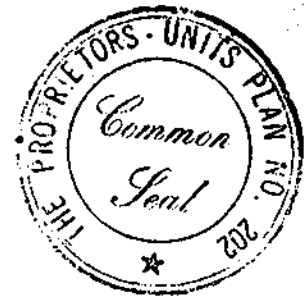
RULES OF THE OWNERS CORPORATION

UNITS PLAN 202 "ARGYLE SQUARE STAGE 1"

3 Allambee Street, REID

- (4) The east gate of Stage 1 leading to Doonkuna St is kept locked for security reasons. If residents need it to be opened (for example when moving heavy furniture) they should contact the managing agent who will arrange for the gate to be unlocked.
- (5) Residents shall avoid creating excessive noise which will disturb other residents. In particular, because of the echo effect in the complex, parties which extend onto the balconies or in the public areas, should be moved indoors after 11pm and subdued.
- (6) Washing machines and spin driers are not to be used after 11pm.
- (7) Exhaust fans must not be left switched on all night. Residents are to avoid slamming balcony and access doors both during the day and night.
- (8) If an insurable event occurs, unit owners are only to contact contractors to repair the initial cause in an emergency. The Strata Manager will lodge the claim with the insurer for the repair of the unit or common property. Owners are not required to lodge their own claims.

Please be aware that for action to be taken, breaches need to be reported in writing to the Strata Manager



**MINUTES OF THE ANNUAL GENERAL MEETING OF THE
OWNERS OF UNITS PLAN 202
"ARGYLE SQUARE STAGE 1"
3 ALLAMBEE STREET, REID ACT 2612**



DATE HELD: Tuesday 7 May 2024 – 4.15pm

VENUE: 55 Ainslie Avenue, Braddon ACT, Australia
E Seminar Room, Gorman House

PRESENT: Mr S Meredith & Miss A Healy (Unit 1), Mr J & Mrs J Warhurst (Unit 7), Miss M Lam (Unit 8), Mr D & Mrs H Wilson (Unit 10), Miss J Bramwell (Unit 17), Mr B & Mrs V Calvert (Unit 19) and Miss N Robb representing Signature Strata.

PROXIES: Mr W Heffernan (Units 3 & 6).

ABSENTEES: Miss K Paul (Unit 16) – Yes to all motions
Mr M & Mrs P Spalding (Unit 28) – Yes to all motions

APOLOGIES: Mrs J Constanzo (Unit 14)

CHAIR: Mr R Gill noted as Chairperson

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

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

MEETING FORMALITIES

Noting of chairperson, acceptance of proxies and absentee votes and apologies.

CHAIRPERSON REPORT

The Chairperson, Treasurer and Garden sub-committee reports were all noted.

MINUTES

MOTION 1. *That the minutes of the previous general meeting held on 30th October 2023, are accepted.*

MOTION CARRIED

INSURANCE

MOTION 2. *That the Owners Corporation of UP202 authorise the Strata Manager to effect the statutory and additional insurances of the owners corporation.*

MOTION CARRIED

- MOTION 3.** *That the Owners Corporation insurance be confirmed as per the policy information provided with the meeting notice as set out below.*

Insurance cover held by the Owners Corporation with CHU Underwriting Agencies P/L through Honan, Brokers, is summarised below.

Insurer & Policy No:	14P003337UPK
Renewal Date:	13 December 2024
Building Sum Insured:	\$26,974,508.00
Excesses:	\$2,000.00 \$2,500.00 water damage
Base Premium:	\$32,623.91
Underwriting Agency Fee	\$105.00
Broker Fee	\$6,524.78
GST	\$3,925.37
Signature Strata Commission	\$8,612.72 (inc GST)
Commission Schedule	Up to 25% of the base premium
Last insurance valuation report:	QIA (1) 21 Nov 2023 QS 26 Feb 2024 QIA (2) 7 Mar 2024

MOTION CARRIED

- MOTION 4.** *That the Owners Corporation of UP202 authorise the Managing Agent to renew and adjust the building insurance in consultation with the Executive Committee.*

MOTION CARRIED

- MOTION 5.** *That the Owners Corporation of UP202 authorises the Strata Manager to obtain an insurance valuation, and that the level of insurance be adjusted in accordance Valuer's conclusion and recommendation.*

MOTION CARRIED

FINANCIAL REPORT

- MOTION 6.** *That the financial statements from 1st April 2023 to 31st March 2024 be accepted as presented.*

MOTION CARRIED

INVESTMENT OF FUNDS

- MOTION 7.** *That the Owners Corporation agrees to open an investment account, hence authorising the Executive Committee to make determinations concerning the investment of surplus funds into such accounts.*

MOTION CARRIED

SINKING FUND PLAN

MOTION 8. *That the Owners Corporation approve the attached Sinking Fund Forecast completed by the Executive Committee.*

MOTION CARRIED

PHYSICAL BUILDING STRUCTURAL DEFECTS

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners Corporation to consider physical building structural defects at each Annual General Meeting. The Owners Corporation can only consider defects affecting common property or the Defined parts of the building specified in the Act.

No structural defects have been reported to our office since the last FY.

MOTION 9. *That the Owners Corporation approve the attached maintenance plan.*

MOTION CARRIED

MAINTENANCE ISSUES

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners Corporation to consider maintenance issues (new or outstanding) at each General Meeting.

List Maintenance items:

- Restoration of asphalt in shared upper laneway between Stages 1 & 2.
- Installation of gutter guard on the roofs of garages 7 & 10.
- Refurbish windows in each of units 1, 7, 8, 10, 16 & 25 which cannot be opened.
- Balcony roof leak affecting unit 10.
- Asphalt near unit 2, where vehicles turn is damaged and needs replacing.

FIRE SAFETY

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners Corporation to review provisions and compliance with the national construction code for fire safety, and at each Annual General Meeting.

UP202 is currently sourcing quotes for a new fire maintenance contractor. Previous provider, Monaro Fire, ceased operations without notice.

AUTHORISATIONS, DELEGATIONS & APPOINTMENTS

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners to assess the adequacy of authorisations, delegations and appointments.

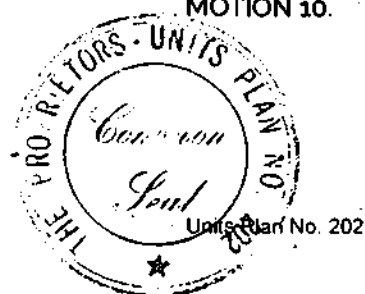
With the exception of those outlined in the SMAA, there are no delegations or appointments.

BUDGET DEBATE

Levies are payable by the agreed due date. Interest of 10% accrues on unpaid levies.

MOTION 10. *That the proposed Administrative Fund budget of \$125,100.00 (plus GST) for the period 1 April 2023 to 31 March 2024 be adopted.*

MOTION CARRIED



MOTION 11. *That the proposed Sinking Fund Expenditure Budget of \$40,959.00 (plus GST) for the period 1 April 2024 to 31 March 2025 be adopted.*

MOTION CARRIED

MOTION 12. AMENDED *That the Owners Corporation determines an Administrative Fund Levy Contribution of \$120,000.00 (plus GST) for the twelve-month period, commencing 1 April 2024 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 01/6/24, 1/9/24, 1/12/24 & 1/3/25.*

MOTION CARRIED

MOTION 13. *That the Owners Corporation determines a Sinking Fund Levy Contribution of \$15,698.00 (plus GST) for the twelve-month period, commencing 1 April 2023 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 7 February 2024*

MOTION CARRIED

*Please note the levy contributions due 1st June will be extended to 15th June.

PAINTING FUND

MOTION 14. SPECIAL RESOLUTION
That the Owners Corporation of UP202 agree, in accordance with Section 74 of the Act, to establish a Special Purpose Fund for the purposes of funding building painting in 2030.

MOTION CARRIED

MOTION 15. *That the Owners Corporation determines a Special Purpose Fund Levy of \$19,302 (plus GST) for the year commencing 1 April 2024 for the purposes of funding building painting work, to be contributed in accordance with the unit entitlements at quarterly intervals, being, 01/6/24, 1/9/24, 1/12/24 & 1/3/25.*

MOTION CARRIED

MOTION 16. *That the owners corporation of UP202 agrees to transfer \$18,560.00 from the Sinking Fund to the Special Purpose Painting Fund.*

MOTION CARRIED

STRATA MANAGEMENT AGENCY AGREEMENT

Section 50 of the Unit Titles (Management) Act 2011 and Section 100 of the Agents Act, requires a Strata Managing Agent to have a written agreement with its client.

The Owners Corporation's current management agreement was signed on 17th November 2023 and is for a term of 12 months with an option of renewal for a further 24 months until 17th November 2026. The contract is available through the owners portal.



EXECUTIVE COMMITTEE NOMINATION

MOTION 17. *That the Owners Corporation determine the number of members to form the Executive Committee until the next Annual General Meeting, with the appointment of those members to take place at this meeting.*

MOTION CARRIED

The following members were elected to form the Executive Committee until the next AGM with one vacancy.

- Keryn Paul – Unit 16
- Minerva Lam – Unit 8
- Jess Bramwell – Unit 17
- Heidi Wilson – Unit 10
- Vacant

RULES

MOTION 18. (Special Resolution):
That the Owners Corporation adopt the Rules as attached and that they are registered under the Land Titles (Unit Titles) Act 1970.

MOTION CARRIED

APPOINTMENT OF AUDITOR

MOTION 19. *That the Owners Corporation of UP202 authorise the Managing Agent, in consultation with the Executive Committee, to appoint an auditor to audit the financial records of the Owners Corporation.*

MOTION CARRIED

CLOSURE

There being no further business the chairperson declared the meeting closed at 5:35 PM



FIRST MEETING OF THE NEW EC

If time permits, immediately after the AGM the new Executive Committee will hold its first formal meeting.

The following will be the Executive Committee Agenda:

1. Appointment of office bearers - Chair, Secretary, Treasurer
 - a. Jess Bramwell was appointed Chair.
 - b. Keryn Paul was appointed Secretary, and delegated functions to the strata manager.
 - c. Minerva Lam was appointed Treasurer.
2. Agreement on levels of invoice expenditure approval (that of Signature Strata and then EC)
 - a. Signature Strata was given an expenditure limit of \$500 for maintenance work.
 - b. The Treasurer was given an expenditure limit of \$1,000 for maintenance work performed by regular contractors.
3. Agreement on the level of expenditure for which a 2nd quote is required.
 - a. All items over \$1,000, the strata manager will source multiple quotes.
4. Agreement that a letter should be sent to all owners inviting them to be on the gardening sub-committee for the year to 31 March 2025.

CLOSURE

There being no further business the chairperson declared the meeting closed at 5:55 PM





SR\$3384667

19/05/2025 12:59:22 McCa J

Chief Minister, Tre

3384667

**SPECIAL RESOLUTION
BY OWNERS CORPORATION**

SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Email Address	Contact Telephone Number
Signature Strata	info@signaturestrata.com.au	6185 0347

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
799:29	REID	8	2	202

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

Register consolidated rules

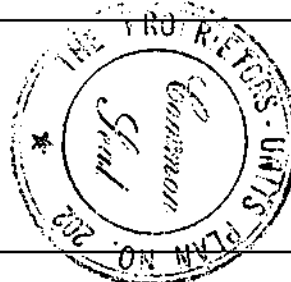
SUPPORTING DOCUMENTATION

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

- ☐ Sealed copy of Minutes of Meeting
- ☐ Sealed copy of Resolution/Motion
- ☒ Other (specify) – register consolidated rules

COMMON SEAL OF OWNERS CORPORATION

(Seal must be affixed)

**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:

Belinda Gai Denzel
Senior Administrator

Witnessed by:

Damien Burger
Strata Manager

for: Signature Strata
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 ☐
Registered by	LMT	Registration Date	26/05/2025

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)
799:29	REID	8	2		

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
Register Alternate Rules	14

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)
The Owners – Units Plan No 202



RULES OF THE OWNERS CORPORATION

UNITS PLAN 202 "ARGYLE SQUARE STAGE 1"

3 Allambee Street, REID

1.1 Definitions—default rules

- (1) In these rules:

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

- (2) A word or expression in these rules has the same meaning as in the *Unit Titles (Management) Act 2011*.

1.2 Payment of rates and taxes by unit owners

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

1.3 Repairs and maintenance

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

1.4 Erections and alterations

Internal alterations/renovations (within Owner's Unit)

- (1) A unit owner may erect or alter any structure within their unit only in accordance with the —
- (a) express approval of the Executive Committee; and
- (b) requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the alteration, final inspection clearance certificates etc).
- (2) Permission may be given subject to conditions required by the Executive Committee.
- (3) The Executive Committee's permission must not be unreasonably withheld.
- (4) Where an Internal alteration/renovation (within Owner's Unit) is likely to impact neighbours above and/or below and/or on either side, the Executive Committee may withhold approval and refer the application to the Owners Corporation for Special Resolution either at the next General Meeting or Annual General Meeting or choose to call an extraordinary General Meeting for resolution.

External alterations/renovations (On the Owner's Unit or Common Areas)

- (5) A unit owner may erect or alter any structure on the unit or the common property only in accordance with the —
- (a) express permission of the Owners Corporation by Special Resolution; and
- (b) requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration, final inspection clearance certificates etc).
- (6) Permission may be given subject to conditions stated in the resolution.
- (7) However, if the structure is sustainability infrastructure, the owners corporation's permission must not be unreasonably withheld.

Examples—permission not unreasonably withheld:

- safety considerations
- structural considerations
- financial considerations
- equity of access to common property, easements, facilities or utility services

Example—permission unreasonably withheld:

external appearance of a unit or the units plan



RULES OF THE OWNERS CORPORATION

UNITS PLAN 202 "ARGYLE SQUARE STAGE 1"

3 Allambee Street, REID

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 the Owners Corporation gives written approval in accordance with Section 32 of the Management Act and —
 - (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 2; and
 - (b) breeding of animals and birds is not permitted; and
 - (c) the pet owner ensures that the animal is appropriately supervised when the animal is on the common property of the units plan; and
 - (d) dogs must be on leads when on common property within the units plan; and
 - (e) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
 - (f) the pet owner cleans any area of the units plan that is soiled by the animal; and
 - (g) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety; and
 - (h) all attempts must be made to keep pets from making excessive noise; and
 - (i) the pet owner must ensure the pet does not foul on the common grassed areas; and
 - (j) owners of new cats born from 1 July 2022 must abide by The ACT's cat containment laws; and
 - (k) unless the cat is less than 8 weeks old it must be desexed and registered in The ACT.
- (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.

1.6 Assistance animals

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

1.7 Use of common property

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

1.8 Hazardous use of unit

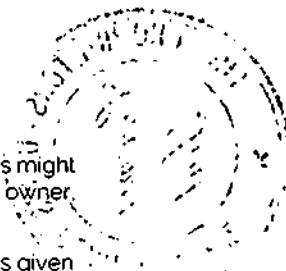
A unit owner must not use the unit, or permit it to be used, to cause a hazard to an owner, occupier or user of another unit.

1.9 Use of unit—nuisance or annoyance

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

1.10 Noise

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



RULES OF THE OWNERS CORPORATION

UNITS PLAN 202 "ARGYLE SQUARE STAGE 1"

3 Allambee Street, REID

- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the owners corporation.

1.11 Illegal use of unit

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

1.12 What may an executive committee representative do?

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

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

1.13 Legal Fee Recovery

- (1) If an Owners Corporation commences an action and 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, unless authorised by a resolution of the Owners Corporation.

1.14 Seal of Owners Corporation

- (1) The Managing Agent may affix the 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 at the Land Titles Office; and



RULES OF THE OWNERS CORPORATION

UNITS PLAN 202 "ARGYLE SQUARE STAGE 1"

3 Allambee Street, REID

- (d) Certifications issued under Section 119 of the Act; or
- (e) For any other purpose where delegated by the Owners Corporation in accordance with Section 9A(b)(iii)
- (2) If the Owners Corporation does not have a common seal, as per Section 9A(b)(iii) of the UTMA, the Managing Agent may sign a document as authorised by the Executive Committee.

1.15 Vehicles and Parking within the complex.

- (1) Vehicles must observe a 10 kph speed limit within the complex.
- (2) Parking within the complex is restricted to owners/residents and their short-term visitors.
- (3) Residents are expected to park their vehicles in their garages or, if applicable, in the allocated resident parking areas, specified in (4) below.
- (4) Only owners/residents of garages 9, 14, 22, 25 and 27 or their visitors may park external to their respective garages in spaces marked "Reserved".
- (5) Residents not assigned an allocated resident parking space may park in spaces marked "Resident Parking" for up to one week. These spaces are not to be regarded as a permanent or semi-permanent parking space for residents with inadequate parking for their vehicles.
- (6) Resident's visitors may park in spaces marked as "Resident's Visitor Parking" for a maximum of 4 hours, unless otherwise approved by the Executive Committee.
- (7) Residents and their visitors must NOT block or use other residents' car parking spaces or block access to other residents' garages without their express consent to do so.
- (8) Residents and their visitors must comply with "NO Parking" signs in the complex.
- (9) Vehicles are NOT to be parked on the concrete access driveways, on internal or external landscaped or grassed areas, or in any position where they may cause an obstruction to others.
- (10) Vehicles in excess of one tonne payload are not to be parked within the complex. (Tradesmen carrying out work or deliveries may park for short periods if space is available)
- (11) Residents are responsible for cleaning up any oil spills caused by their vehicles or their guests' vehicles and will be requested by the Owners Corporation to do this in the event that this is not carried out.
- (12) In the interest of safety, children are not permitted to ride cycles or play games on the common property driveway areas.
- (13) Fire hydrants are never to be used by residents for the purpose of washing vehicles.

1.16 Garbage and Recycling

- (1) The garbage room door is fitted with a combination access lock and the door should be securely closed on leaving.
- (2) The green wheelie bins with red lids are for domestic waste only.
- (3) All rubbish deposited in the red lid bins should be enclosed in an acceptable outer container, such as a garbage bin liner, and fastened securely.
- (4) The green bins with yellow lids are for recyclables only. Acceptable materials that can be recycled are identified on the interior wall of the garbage room. Large cardboard boxes should be collapsed before being placed in the bin.
- (5) Under no circumstances is garbage or recycling to be placed on the ground in front of the garbage room or on the floor of the garbage area.
- (6) Household items such as furniture, bedding etc. are not to be placed in either the garbage or recycling bins but should be disposed of by residents via the ACT bulk waste collection service organized via the managing agent or at appropriate



RULES OF THE OWNERS CORPORATION

UNITS PLAN 202 "ARGYLE SQUARE STAGE 1"

3 Allambee Street, REID

Government collection areas.

1.17 Appearance

- (1) Residents must maintain their units so that other units are not adversely affected in terms of hygiene, appearance or value.
- (2) The draping of rugs, mats, sheets, blankets, clothing etc. over balcony railings is not permitted.
- (3) Drying frames must remain below the height of the balustrade and are permitted on rear balconies only, i.e. on balconies overlooking the garages.
- (4) Balconies are not to be used as storage areas.
- (5) Birds or possums are not to be fed from the balconies.
- (6) No items, including bicycles, are to be stored in common property areas including entrance foyers, stairwells, access pathways or in vehicle parking spaces. The garages provided for units should be used for this purpose.
- (7) Garages must not be used for commercial purposes and for security reasons garage doors should be kept closed.

1.18 Replacement Floor Coverings

- (1) The "gold" standard for floor coverings protecting against noise transmission within UP202 is that which is provided by wall-to-wall carpets. This standard should be replicated by any replacement floor covering.
- (2) To protect the noise amenity of residents within the units and recognising that replacement of carpet with acoustically 'hard' floor finish types (e.g. timber, tile) affects the degree of impact noise transfer between units, the following position will be adopted from 7 May 2024 for all applications by owners to replace their floor finish. This is a combination of existing requirements and additional requirements. This position has been developed based on advice from a qualified local acoustic consultancy, industry best practices and our strata manager, Signature Strata.
 - (a) With prior written permission from the Owners Corporation an Owner may install loose-laid floating timber or other hard floorings to their unit provided it is not affixed (no adhesive screwing or cutting into the base slab) to the building structure i.e. concrete floor. It is a condition that all perimeter detailing must ensure that the new floor surface is not in rigid contact with the surrounding walls, skirting etc.
 - (b) All flooring replaced by unit owners must result in an overall floor and ceiling system that meets at least $\leq L'nT,w 45$. This is generally equivalent to that of a wall-to-wall carpet.
Note: $L'nT,w$ is the Apparent Standardised Weighted Impact Sound Pressure Level, as defined in ISO 16283-2:2020 and ISO 717-2:2020. $L'nT,w$ criterion is to be achieved in the apartment below and relates to the floor/ceiling build-up above. Lower $L'nT,w$ results represent better performance.
 - (c) Owners are to ensure the $L'nT,w$ criterion is met via specification of their new floor build-up and assume a 200 mm concrete slab.
 - (d) Impact noise control treatment (e.g. resilient 'acoustic' underlay) must be provided for new acoustically 'hard' floor finishes (timber, tile) that is demonstrated via manufacturer test data to reduce impact noise such that it meets the impact sound insulation requirement given above.
 - (e) Proposals to replace floor treatments must be submitted in writing to the Owners Corporation for approval prior to the commencement of installation/construction works. Submissions are to include supporting impact sound insulation information (i.e. manufacturer's test data or a report with a professional opinion from a suitably qualified consultant) to confirm compliance.



6

RULES OF THE OWNERS CORPORATION

UNITS PLAN 202 "ARGYLE SQUARE STAGE 1"

3 Allambee Street, REID

with the requirements of this Policy. This is to allow records to be kept of those units that have installed alternate surface flooring. The report from the consultant is to be obtained and paid for by the applicant.



- (f) Replacement flooring (including underlay) must be loose laid. Floor coverings must not be affixed to the building structure (i.e. no adhesive; no screwing or cutting into the base slab is permitted). All perimeter detailing must be such that the new floor surface is not in rigid contact with surrounding walls, skirting, etc.
- (g) Should any party be affected by increased noise disturbance as a result of the installation of alternate flooring, it is the responsibility of the individually affected party to pursue the matter with the originating unit owner via means available to them including The ACT Civil & Administrative Tribunal (ACAT).

1.19 Smoking

- (1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, of the lot does not penetrate to the common property or any other lot.
- (3) An occupant must not discard cigarette butts or ash over any balconies or outside of their own unit boundary.

1.20 Vandalism and Damage

- (1) An occupant or their visitors must not damage any part of the common property.
- (2) An occupant who has caused damage is liable to reimburse the owners corporation for all expenses that it incurs in rectifying the damage.

1.21 Real Estate Signs

- (1) Unit owners are not permitted to display any signs in any visible external windows of their unit except with the prior approval of the executive committee.
- (2) 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.
- (3) 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.
- (4) 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.

1.22 Guidelines for charging electric bicycles and scooters.

- (1) Use Quality Chargers: Always opt for reputable, high-quality chargers that are compatible with your devices. Cheap knock-off chargers may not have the necessary safety features, increasing the risk of accidents.
- (2) Charge in Open Spaces: Whenever possible, charge your devices in well-ventilated areas. Avoid charging them on flammable surfaces like beds, sofas, or carpets.
- (3) Avoid Overcharging: Unplug your devices once they're fully charged. Overcharging not only wastes energy but can also lead to battery damage and increased fire risk.
- (4) Regularly Inspect Cables and Batteries: Check your charging cables and batteries for any signs of wear, damage, or overheating. Replace any damaged components immediately.

RULES OF THE OWNERS CORPORATION

UNITS PLAN 202 "ARGYLE SQUARE STAGE 1"

3 Allambee Street, REID

- (5) Do Not Leave Charging Devices Unattended: While it might be tempting to leave your devices charging overnight, it's safer to charge them while you're awake and present in case any issues arise. Always plug into a power point, and never use power boards.
- (6) Do not leave an electric scooter or e-bike battery unattended in an apartment or townhouse while charging.
- (7) Do not charge your electric vehicle in the car park areas as the current building insurance policy does not cover fires caused by electric vehicles.

1.23 Guidelines for repairs and alterations (in addition to requirements in 1.4):

- (1) Cast iron lacework is not to be altered or replaced without approval
- (2) External exposed brickwork is not to be painted.
- (3) External painted structural elements and painted surfaces in common areas must adhere to UP202's colour palette:
 - (a) Main external paint colours - Taubmans Mid Bristol Green and Taubmans White Haze.
 - (b) Gates and other timber elements - Taubmans Forest Green or black on Ainslie Ave.
 - (c) Fence powdercoat - Dulux (Duralloy) Classic Cream.
 - (d) Internal stairwell and corridor walls - Dulux Whisper White half strength.
 - (e) Internal stairwell and corridor railings - Dulux Whisper White.
- (4) The OC values the integrity of the overall style and design of UP202. When replacing fixtures and fittings visible from common areas, consideration should be given to the original style (Victorian era reproduction) of UP202.



1.24 General

- (1) The owners corporation does not accept responsibility for any personal property removed, damaged or stolen from common property areas, or from individual units or their garages.
- (2) To comply with fire regulations and to enable access in the event of an emergency security screen doors are not permitted to be installed to unit front doors.
- (3) Under no circumstances are owners, and residents permitted to access the roofs of the complex. All tradespersons who access the roof must do so using the installed height safety system (HSS) and with the prior written permission of the UP202 managing agent.
- (4) The east gate of Stage 1 leading to Doonkuna St is kept locked for security reasons. If residents need it to be opened (for example when moving heavy furniture) they should contact the managing agent who will arrange for the gate to be unlocked.
- (5) Residents shall avoid creating excessive noise which will disturb other residents. In particular, because of the echo effect in the complex, parties which extend onto the balconies or in the public areas, should be moved indoors after 11pm and subdued.
- (6) Washing machines and spin driers are not to be used after 11pm.
- (7) Exhaust fans must not be left switched on all night. Residents are to avoid slamming balcony and access doors both during the day and night.
- (8) If an insurable event occurs, unit owners are only to contact contractors to repair the initial cause in an emergency. The Strata Manager will lodge the claim with the insurer for the repair of the unit or common property. Owners are not required to lodge their own claims.

Please be aware that for action to be taken, breaches need to be reported in writing to the Strata Manager



**Signature
Strata**

Trusted Management. Unique Service. Quality Assured

**MINUTES OF THE ANNUAL GENERAL MEETING OF THE
OWNERS OF UNITS PLAN 202 "ARGYLE SQUARE STAGE 1"
3 ALLAMBEE STREET, REID ACT 2632**

DATE HELD: Tuesday 29 April 2025 - 5:00 PM
VENUE: 17/11 National Circuit, Barton ACT, Australia
Signature Strata Office + Zoom | Meeting ID: 879 1376 5268 |
Passcode: 921027

Present

Unit 1	A Healy	In Person
Unit 1	S Meredith	In Person
Unit 4	D Preston	In Person
Unit 4	R Preston	In Person
Unit 7	J Warhurst	In Person
Unit 7	J Warhurst	In Person
Unit 8	M Lam	In Person
Unit 10	H Wilson	Zoom
Unit 11	H Stead	Zoom
Unit 14	J Costanzo	Zoom
Unit 16	K Paul	Zoom
Unit 17	J Bramwell	In Person
Unit 19	R Calvert	Zoom
Unit 19	V Calvert	Zoom
Signature Strata	E Palmer	In Person



Absentee Voting

Unit 9	K Tsokhas	Voting Paper
Unit 13	A Jones	Voting Paper
Unit 28	P Spalding	Voting Paper

Apologies

R Long	Unit 27
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Proxy Holder

A Healy
J Warhurst

Representing

M Heffernan (Unit 6)
W Heffernan (Unit 3)

Chairperson

J Bramwell

Quorum

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

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

MEETING FORMALITIES

Noting of chairperson, acceptance of proxies and absentee votes and apologies.



EXECUTIVE COMMITTEE REPORT

The Treasurers report & the Gardening Committee report were noted. A discussion was had on whether the Owners Corporation would like to adjust the Administrative Fund levies to \$120,000.00 or further to \$112,433.00 as suggested by an owner. Advice was provided by Signature Strata, to keep in mind quarterly running costs, and the time before the first lot of levies, from a cash-flow perspective. A decision was made in budget section of the meeting.

Following on from the gardening committee report, it was raised that the tree inspection is due this year and owners agreed to continue obtaining the report with Canopy Trees. Due to a contract price increase of 7%, which is beyond inflation, it was decided that Signature Strata will obtain 1-2 quotes from alternative companies to ensure UP202 is receiving a competitive price for service.

It was also discussed that there have been a large number of irrigation bursts and consequent repairs in the last few months. It was agreed to have an irrigation specialist, such as Waterland to assess the irrigation system and provide any recommendations and quotes on upgrading the system.

MINUTES

MOTION 1. *That the minutes of the previous general meeting held on 28th January 2025 are accepted.*

MOTION CARRIED

INSURANCE

The Owners Corporation holds building insurance for all defined parts of the building as well as Public Liability insurance over the common property as required by the Unit Titles (Management) Act 2011.

Insurance cover held by the Owners Corporation through Honan is summarised below.

Insurer & Policy No:	CHU / 14P003337UPK
Renewal Date:	13 December 2025
Building Sum Insured:	\$17,710,000.00
Excesses:	\$2,000.00 \$2,500.00 water damage
Base Premium:	\$28,639.15
Underwriting Agency Fee	\$150.00
Broker Fee	\$5,727.83
GST	\$3,451.70
Signature Strata Commission	\$5,727.83
Workers Compensation	
Renewal Date	13 December 2025
Base Premium	\$250.00
Broker Fee	\$50.00
Fire Levy	\$5.00
GST	\$30.50

Signature Strata Commission	\$12.50
Commission Schedule	Up to 25% of the base premium
Last insurance valuation report:	January 2024
Please refer to attached Certificate of Currency for details of the sum insured limits	

Note – Signature Strata recommends that Unit Owners seek their own contents and liability insurance for their unit, as the insurance cover held by the Owners Corporation only covers the building structure (including permanent fixtures) and public liability claims that occur on common property. It does not include contents (i.e. carpet, furnishings and personal effects) within each individual unit.

MOTION 2. *That the Owners Corporation insurance be confirmed as per the policy information provided with the meeting notice.*

MOTION CARRIED

MOTION 3. *That the Owners Corporation of UP202 endorse continued Brokerage services through the existing broker, Honan for the current period.*

MOTION CARRIED

MOTION 4. *That the Owners Corporation authorise the Strata Manager to effect the statutory and additional insurances of the owners corporation.*

MOTION CARRIED

INSURANCE CLAIMS

It was noted that there are currently no open claims.

FINANCIALS

Schedule 2 Part 2.1 1(g) of the Unit Titles (Management) Act 2011 states that an Executive Committee must arrange for the financial records of the Units Plan to be audited before the Annual General Meeting if either (i) units number greater than 100, or (ii) the annual budget is greater than \$250,000.00. This includes the bank balance at the start of the financial year, including any investment accounts, all expected Administrative & Sinking Fund income, and any additional income such as special purpose fund contributions and insurance recoveries.

Financial reports for the period ending 31st March 2025 were audited by Kelly & Partners, with their report dated 9th April 2025.

MOTION 5. *That the independent audit report prepared by Kelly & Partners for the period ending 31st March 2025 be accepted.*

Note: It was raised by an owner that they would like the oncoming Executive Committee to consider investing more funds from the Sinking Fund in term deposits.

MOTION CARRIED



SINKING FUND

The Owners Corporation of UP202 updated their Sinking Fund Forecast Report on 4th April 2025 to meet legislative requirements, and, pursuant to Section 85 of the Unit Titles (Management) Act 2011, the Sinking Fund Forecast will be renewed and updated prior to 4th April 2029.

MOTION 6. *That the Owners Corporation adopt the Sinking Fund Forecast dated 4th April 2025.*

MOTION CARRIED

PHYSICAL BUILDING STRUCTURAL DEFECTS

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners Corporation to consider physical building structural defects at each Annual General Meeting. The Owners Corporation can only consider defects affecting common property or the Defined parts of the building specified in the Act.

ARGYLE SQUARE STAGE 1 is outside of the Builders Warranty period and does not need to record building defects. All items will be covered in Maintenance Items.

MAINTENANCE ISSUES

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners Corporation to consider maintenance issues (new or outstanding) at each General Meeting.

Current Maintenance Items:

- Uneven Paving on the garden side pathway
- Broken bin room door closer
- Roof leaks to U7 & U10
- Broken rainbucket downpipe outside U4 garage
- Gutter cleaning
- Unit 20 Courtyard entry gate
- Grouting to pathway to Units 23-28



MAINTENANCE PLAN

MOTION 7. *That the Maintenance Plan be confirmed as adequate.*

MOTION CARRIED

FIRE SAFETY

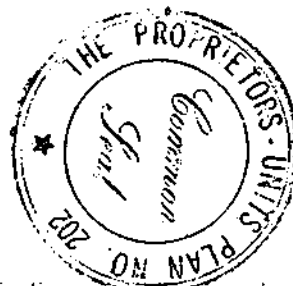
Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners corporation to review provisions and compliance with the national construction code for fire safety, and at each Annual General Meeting.

All emergency and fire systems are maintained to Australia Standards 1851 by your fire control contractor, Form1 Fire.

AUTHORISATIONS, DELEGATIONS & APPOINTMENTS

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners to assess the adequacy of authorisations, delegations and appointments.

The following authorisations, Delegations and Appointments are in place.



12

- The Executive Committee are authorised to make determinations regarding investment of funds into interest bearing term deposits.
- The Executive Committee are authorised to make determinations regarding appointment of service contractors.

BIKE RACK

- MOTION 8.** *That the Owners Corporation of UP202 agree to install a common bike rack on common property between garages 22 & 27, with costs to be expended from the Sinking Fund of no more than \$1500.00.*

MOTION WITHDRAWN

Note: It was discussed that the 2 proposed locations for the bike rack required further investigations due to safety concerns raised (with the large tree above) for the initial proposed location, and the majority of owners were not in favour of losing a visitors car space. The Executive Committee will investigate other options of locations or alternate plans to ensure it is safe and secure for all residents.

Whilst on the topic of the location between garages 22 & 27, and the location of where the green bins are currently being stored, concerns were raised by owners that these should be relocated. Signature Strata and the Executive Committee to source quotes from the gardener to clear the small bushes and agapanthus near the bin room, to make space for the green bins.

BUDGET DEBATE

Levies are payable by the agreed due date. Interest of 10% accrues on unpaid levies.

- MOTION 9.** *That the proposed Administrative Fund budget of \$122,433.00 (plus GST) for the period 1st April 2025 to 31st March 2026 be adopted.*

MOTION CARRIED

- MOTION 10.** *That the proposed Sinking Fund Expenditure Budget of \$15,509.00 (plus GST) for the period 1st April 2025 to 31st March 2026 be adopted.*

MOTION CARRIED

- AMMENDED MOTION 11.** *That the Owners Corporation determines an Administrative Fund Levy Contribution of \$120,000.00 (plus GST) for the twelve-month period, commencing 1st April 2025 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 01/06/2025, 01/09/2025, 01/12/2025 & 01/03/2026.*

MOTION CARRIED

Note: It was recommended by an owner and the Treasurer to reduce the Administrative Fund Levy Contribution slightly, to be in line with the previous years levy. Majority vote was in favour to reduce the contribution to \$120,000.00.

- MOTION 12.** *That the Owners Corporation determines a Sinking Fund Levy Contribution of \$14,926.00 (plus GST) for the twelve-month period, commencing 1st April 2025 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 01/06/2025, 01/09/2025, 01/12/2025 & 01/03/2026.*

MOTION CARRIED

MOTION 13. *That the Owners Corporation determines a Special Purpose Sinking Fund - Painting Levy Contribution of \$20,074.00 (plus GST) for the purposes of funding building painting work for the twelve-month period, commencing 1st April 2025 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 01/06/2025, 01/09/2025, 01/12/2025 & 01/03/2026.*

MOTION CARRIED

* Please note the levy due date of 01/06/2025 will be extended to 04/06/2025.

RULE AMENDMENTS AND ADDITIONS

Schedule 2 Part 2.1 1(h) of the Unit Titles (Management) Act 2011 states that an Executive Committee must maintain an up-to-date consolidated version of the Rules of the Owners Corporation. Signature Strata and the committee have worked closely to develop rules specific to Units Plan 202. These are attached for your consideration.

MOTION 14. **(Special Resolution):**
That the Owners Corporation adopt the amended Rule 1.4 and additional Rule 1.23 as attached and that they are registered under the Land Titles (Unit Titles) Act 1970

MOTION CARRIED

STRATA MANAGEMENT AGENCY AGREEMENT

Section 50 of the Unit Titles (Management) Act 2011 and Section 100 of the Agents Act, requires a Strata Managing Agent to have a written agreement with its client.

The Owners Corporation's current management agreement was signed on 17th November 2023 and expires on 17th November 2026. The contract is available through the owners portal.

EXECUTIVE COMMITTEE

MOTION 15. *That the Owners Corporation determine the number of members to form the Executive Committee until the next Annual General Meeting, with the appointment of those members to take place at this meeting.*

MOTION CARRIED

The Following owners were elected to form the Committee:

A Healy (Unit 1)
D Preston (Unit 4)
M Lam (Unit 8)
J Bramwell (Unit 17)
Vacant Position

The Following owners were elected to form the Gardening Committee:

R Preston (Unit 4)
J Warhurst (Unit 7)
J Costanzo (Unit 14)
K Paul (Unit 16)



GENERAL BUSINESS

Solar & EV Charging – There was a brief discussion on investigating Solar feasibility for the complex. Owners to investigate themselves if they wish to install. This is likely to only be suitable for the townhouse units, and the common power if garage roofs were used for the panels. EV Charging was also raised to keep an eye on if any residents are planning on purchasing an EV vehicle or notice any in the complex, other than the 1 current disclosed vehicle. It is likely an electrician will need to assess the load capacity before proceeding. To be discussed further with the Executive Committee as required.

CLOSURE

There being no further business the chairperson declared the meeting closed at 6:53 PM



FORM 1

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 202Block 2
Register Book Volume 787Section 8
Folio 35Division of REID
Deposited Plan No. 5169Address of the Corporation for service of documents R&B HOMES PTY. LTD., P.O. BOX 418, CIVIC SQUARE, A.C.T., 2608

I, LAURANCE CECIL McDONALD
of 190 OSBURN DRIVE, MACGREGOR, A.C.T., 2615
a surveyor registered under the Surveyors Ordinance 1967-1975 hereby certify that the diagram on this sheet shows the boundaries of the abovementioned parcel of land; the boundaries of each unit that is a Class B unit as defined in the Unit Titles Ordinance 1970-1975 in which the parcel is to be subdivided; the boundaries at ground level, or projected to ground level, of the extremities of each building or building in course of erection on the parcel and each building or building in course of erection is wholly within the parcel.

Dated this TWENTIETH day
of AUGUST, 1980.

L. McDonald
Registered Surveyor

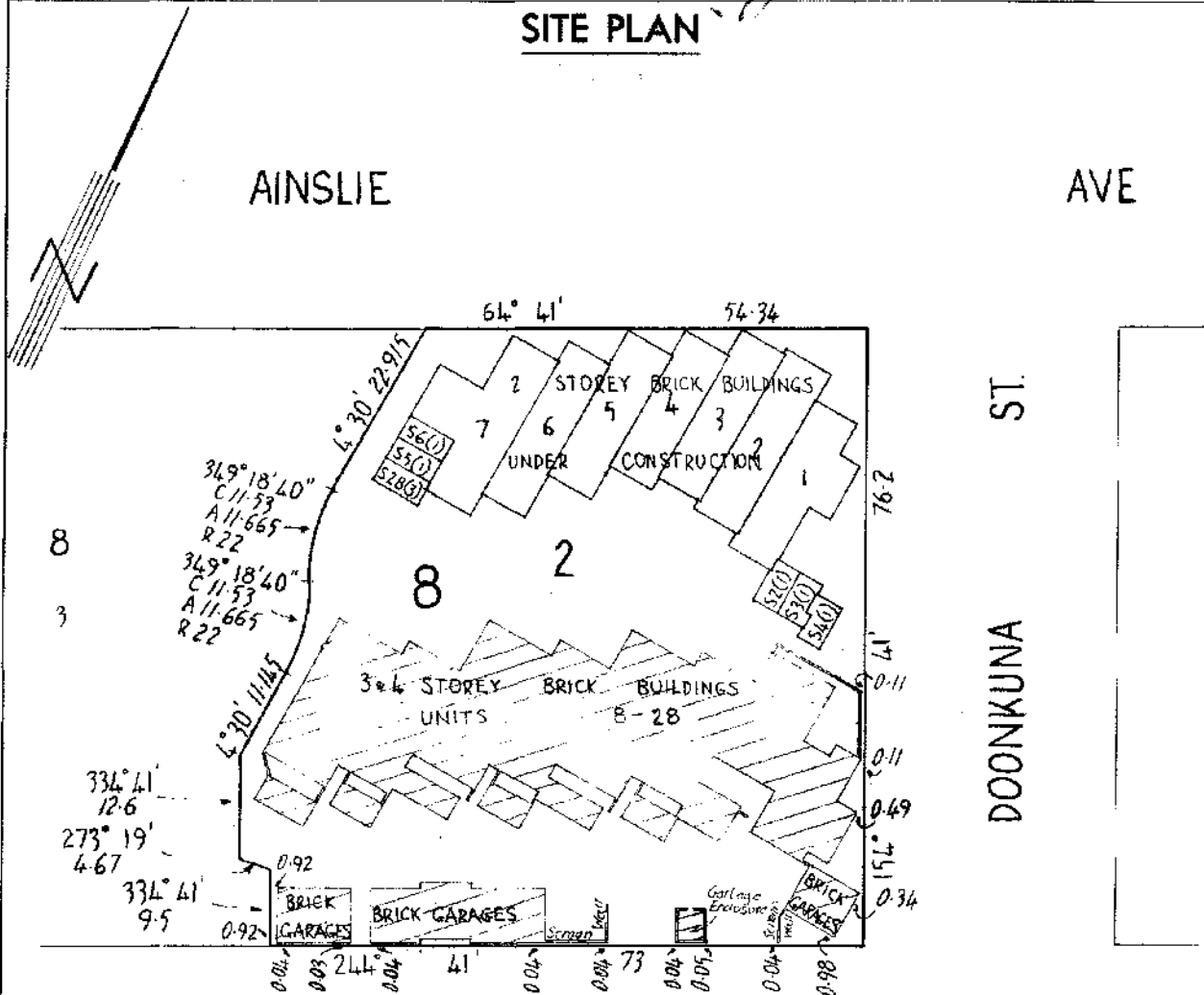
Approved under the Unit Titles Ordinance 1970-1975 as the Units Plan for the sub-division of the abovementioned parcel of land.

Dated this Twentieth day
of September, 1980

Delegate at the Minister of State for the Capital Territory

Registered by me on the
third day of October, 1980,
at ten minutes past ten o'clock
in the fore noon, the number allocated to the
Units Plan being 202
The terms of the leases of the units and of the
common property expire on the first
day of July, 2078.

J. Adams
Registrar of Titles

SITE PLAN

ALLAMBIE

Scale: 10 8 6 4 2 0
1:750

R&B HOMES PTY. LTD.
Applicant

FORM 2

Real Property (Unit Titles) Ordinance 1970

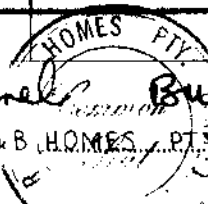
UNITS PLAN No. 202

SCHEDULE OF UNIT ENTITLEMENTS

Block 2 Section 8 Division of REID

Column 1			Column 2	
Unit No.	Unit Entitlement	Unit Subsidiaries	Certificate of Title	
			Volume	Folio
1	391	0	799	1
2	453	1	799	2
3	433	1	799	3
4	399	1	799	4
5	440	1	799	5
6	403	1	799	6
7	450	0	799	7
8	477	5	799	8
9	426	5	799	9
10	426	5	799	10
11	278	3	799	11
12	293	3	799	12
13	351	4	799	13
14	336	3	799	14

Aggregate



 Director *R. B. Winneke* Secretary *R. B. Winneke*

 R.B. HOMES PTY. LTD.

Applicant

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

Dated this *Twenty-ninth* day of *September* 1980

J. Adamson

Deputy of the Minister of State for the Capital Territory

The Certificate of Title issued for each of the units into which the parcel of land has been sub-divided is as shown in Column 2 above. The Certificate of Title for the common property is Register Book Volume Folio

Registrar of Titles

FORM 2

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 202

SCHEDULE OF UNIT ENTITLEMENTS

Block 2 Section 8 Division of REID

Column 1			Column 2	
Unit No.	Unit Entitlement	Unit Subsidiaries	Certificate of Title	
			Volume	Folio
15	326	3	799	15
16	313	3	799	16
17	278	4	799	17
18	293	3	799	18
19	351	4	799	19
20	336	3	799	20
21	326	3	799	21
22	313	3	799	22
23	277	4	799	23
24	293	3	799	24
25	351	4	799	25
26	336	3	799	26
27	328	3	799	27
28	323	3	799	28

Aggregate


 Director R. B. HOMES PTX LTD. Secretary B. W. W. W. W. W.
 Applicant

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

Dated this Twenty-ninth day of September 1980

Deputy of the Minister of State for the Capital Territory

The Certificate of Title issued for each of the units into which the parcel of land has been sub-divided is as shown in Column 2 above. The Certificate of Title for the common property is Register Book Volume 799 Folio 29

Reg. of Titles



FORM 3

Real Property (Unit Titles) Ordinance 1970

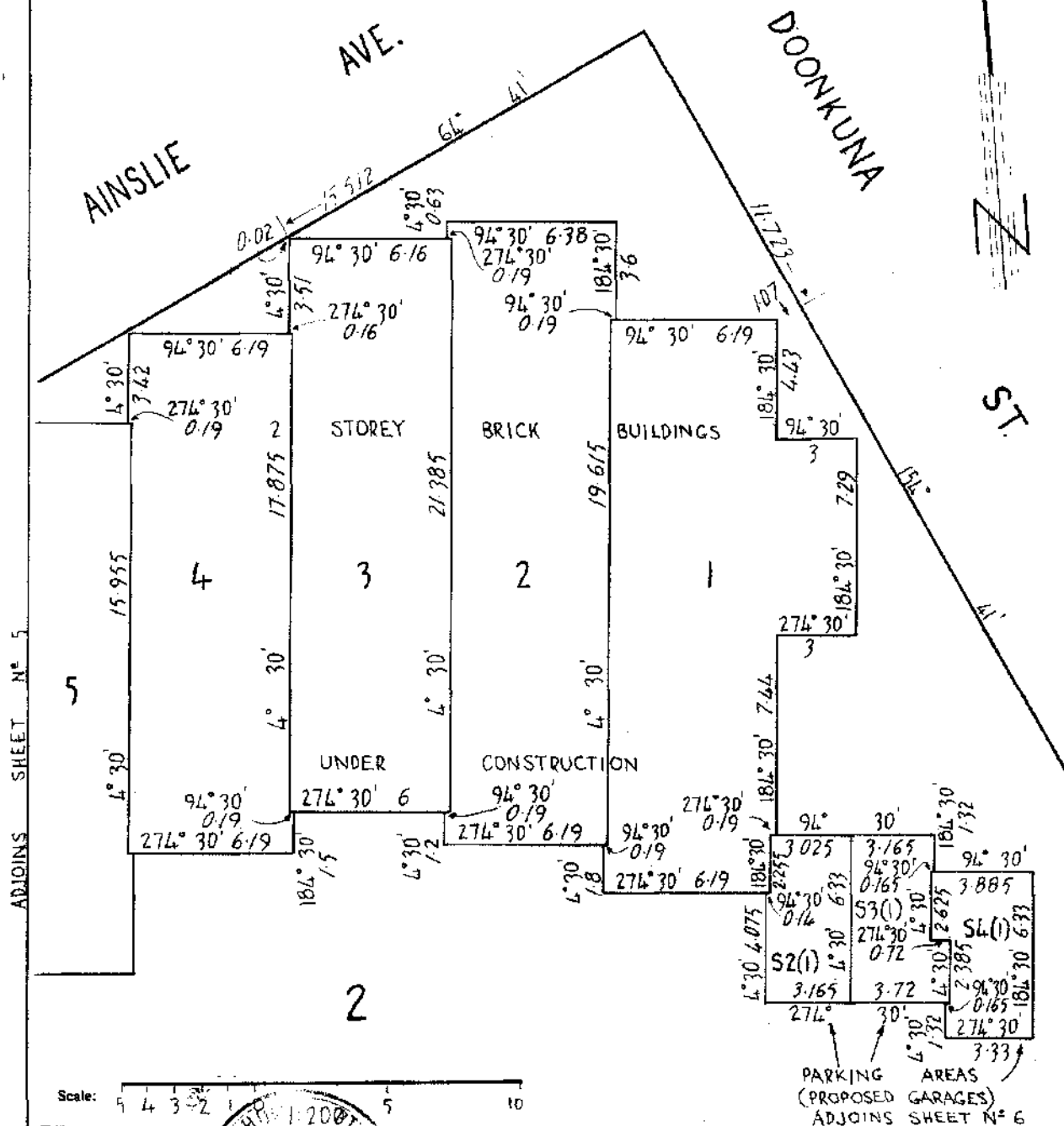
UNITS PLAN No. 202

Block 2, Section 8, Division of REID

(1) Number of floor

FLOOR PLAN

(1) GROUND
CLASS "B" UNITS
AND SUBSIDIARIES



R & B HOMES PTY LTD.

Applicant

Jacobs

the Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 202

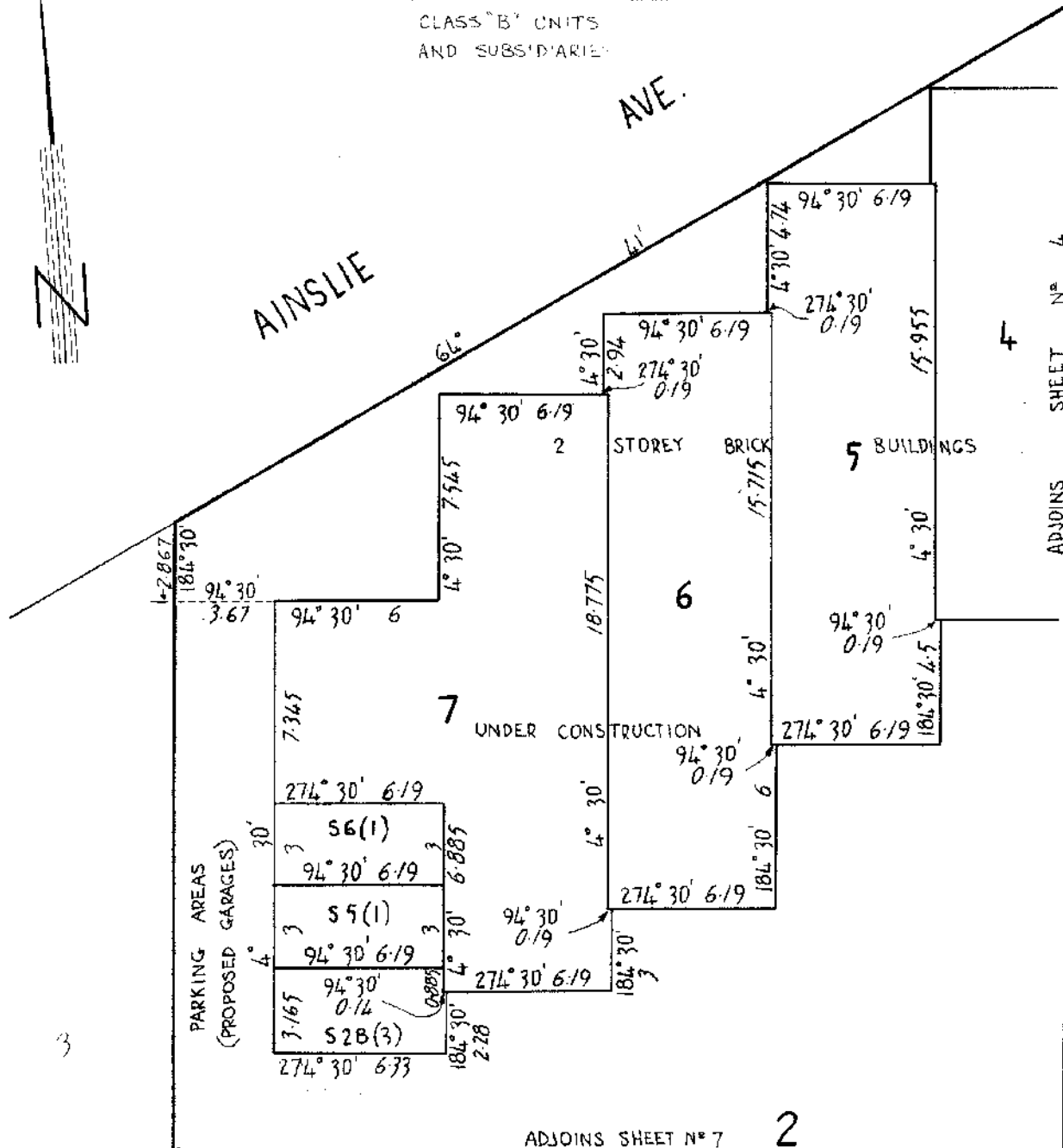
Block 2, Section 8, Division of REID

FLOOR PLAN

(1) GROUND

CLASS "B" UNITS
AND SUBSIDIARIES

(1) Number of floor



Scale: 5 4 3 2 1 0 1 2 3 4 5 10

222 R HOMES CITY, LTD.

Applicant

J. Adams

Delegate of the Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 202

Block 2, Section 8, Division of REID

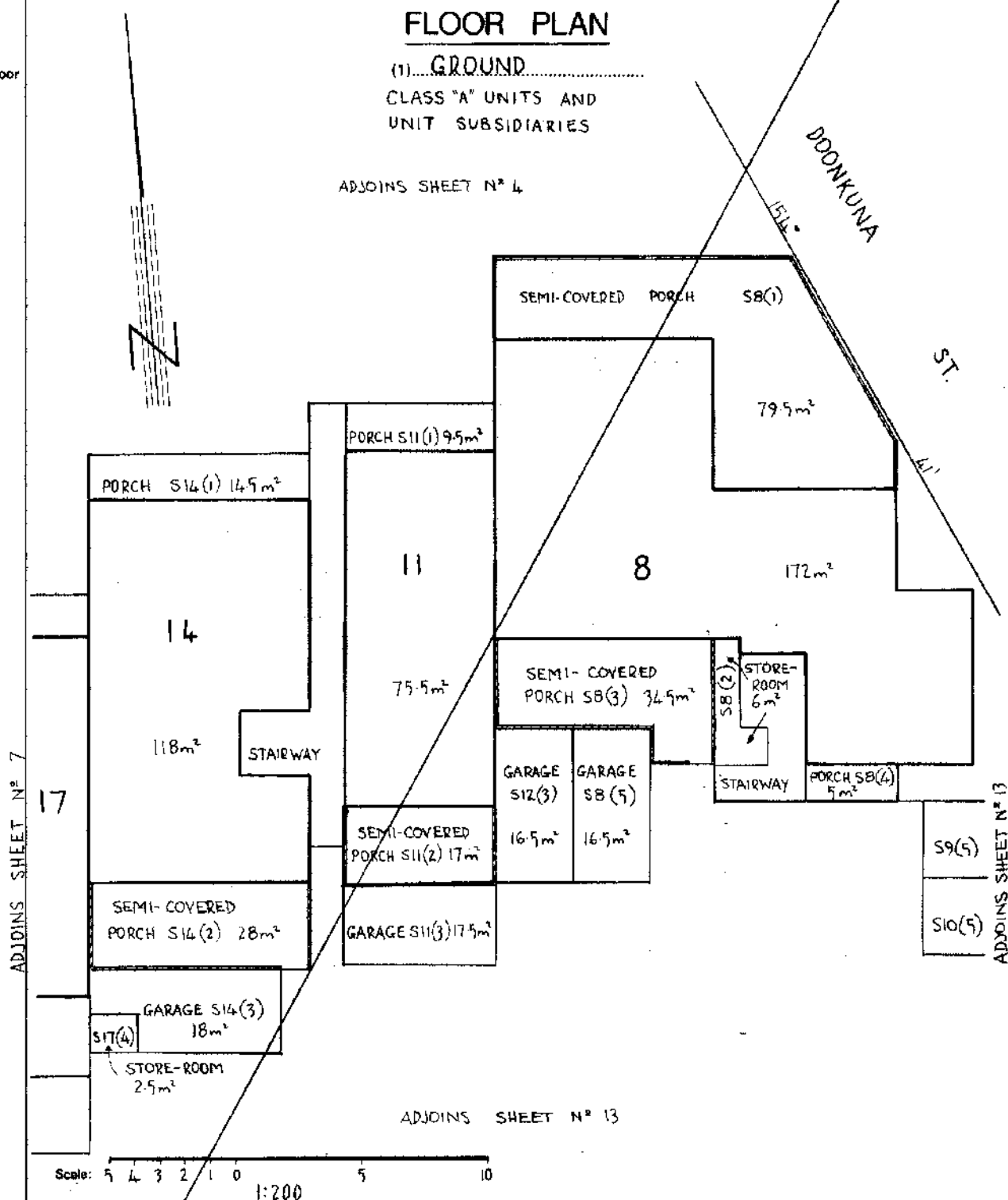
American
ALUP 1563096
12/12/10

FLOOR PLAN

(1) GROUND
CLASS "A" UNITS AND
UNIT SUBSIDIARIES

ADJOINS SHEET N° 4

(1) Number of floor



Scale: 5 4 3 2 1 0 5 10
1:200

R & B HOMES PTY. LTD.
Applicant

James

Minister of State for the Capital Territory

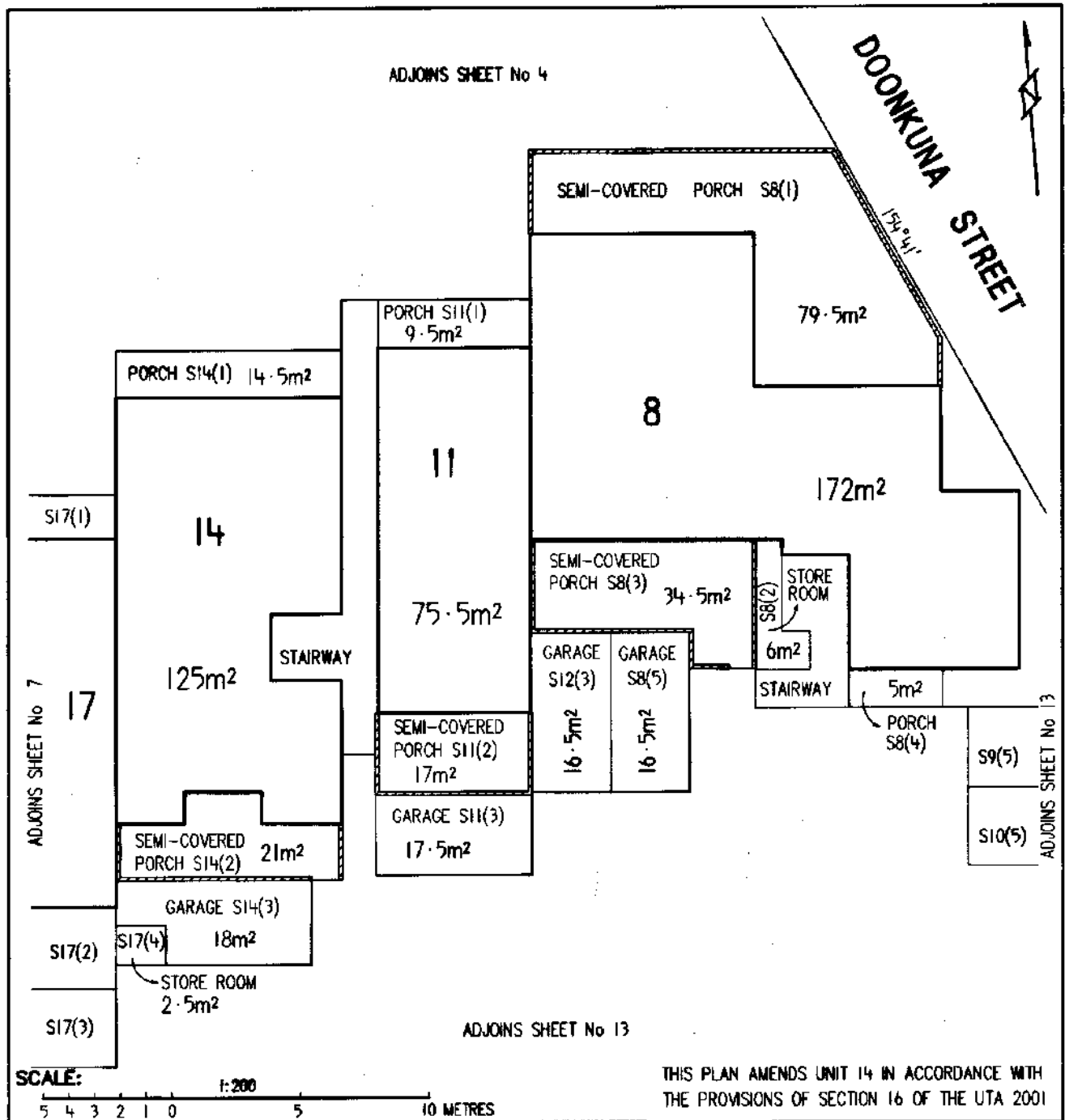
UNITS PLAN No 202.....

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
CANBERRA CENTRAL/REID	8	2

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

Common Lessee OWNERS CORPORATION No 202	<i>L. McDonald</i> 28-11-06 LAURANCE CECIL McDONALD Registered Surveyor (please sign for site plan only)	<i>Imma Sare</i> Imma Sare Delegate of the Authority/Executive
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FORM 3

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 202

Amended by
ALUP 1503/96
Date 21/2/06

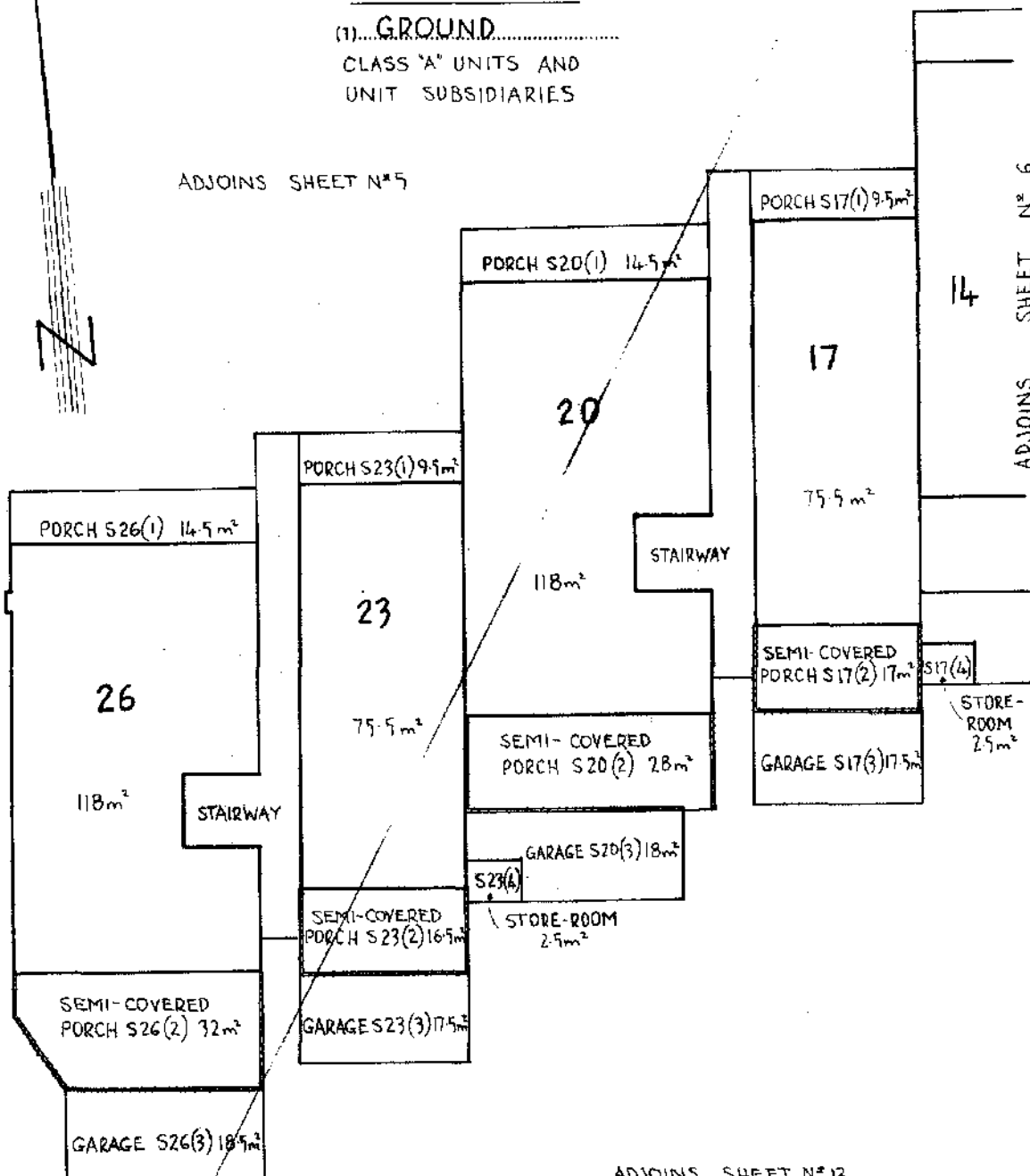
Block 2, Section 8, Division of REID

FLOOR PLAN

(1) GROUND
CLASS 'A' UNITS AND
UNIT SUBSIDIARIES

ADJOINS SHEET N° 5

N



ADJOINS SHEET N° 13

Scale: 1:200

R.B. HOMES PTY. LTD.
Applicant

J. J. J.
Delegate of the Minister of State for the Capital Territory

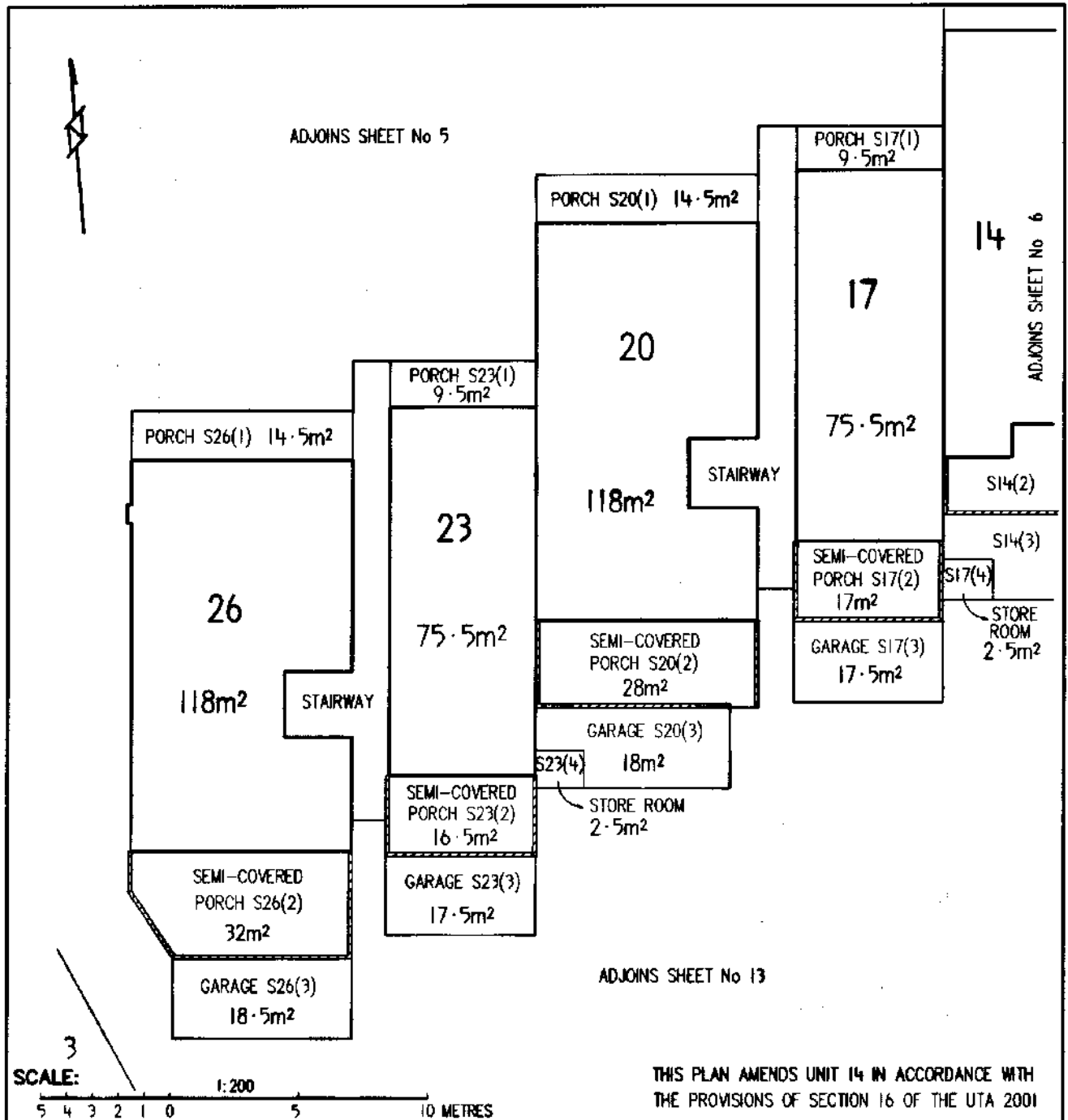
UNITS PLAN No 202

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
CANBERRA CENTRAL/REID	8	2

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

 Lessee OWNERS CORPORATION No 202	 LAURANCE CECIL McDONALD Registered Surveyor (please sign for site plan only)	 Irma Sara Delegate of the Authority/Executive
--	--	--

FORM 3

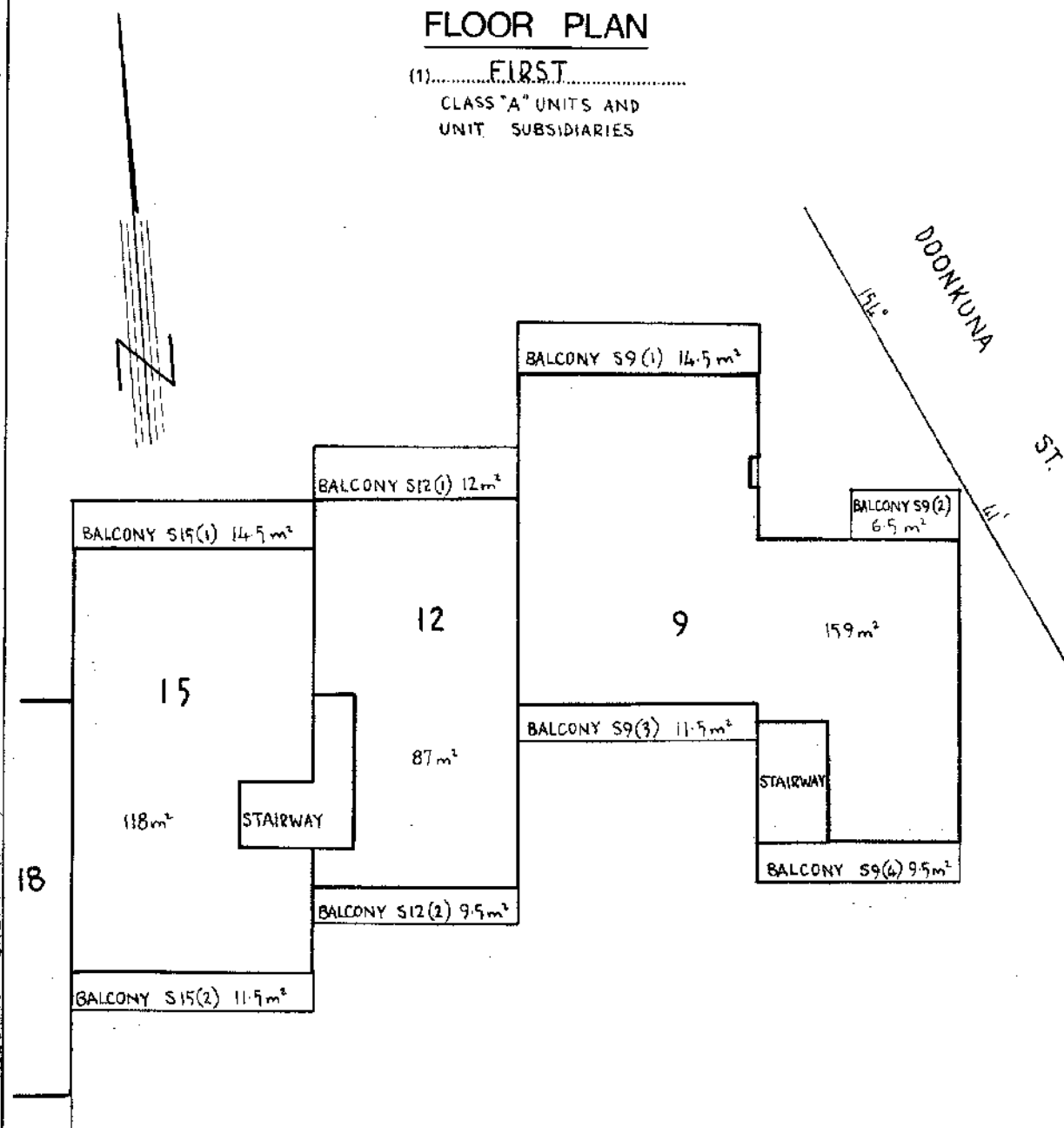
Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 202Block 2, Section 8, Division of REID**FLOOR PLAN**

(1) Number of floor

(1) FIRST
CLASS "A" UNITS AND
UNIT SUBSIDIARIES

ADJOINS SHEET N° 9



Scale: 5 4 3 2 1 0 1:200 5 10

B.B. HOMES PTY. LTD.

Applicant

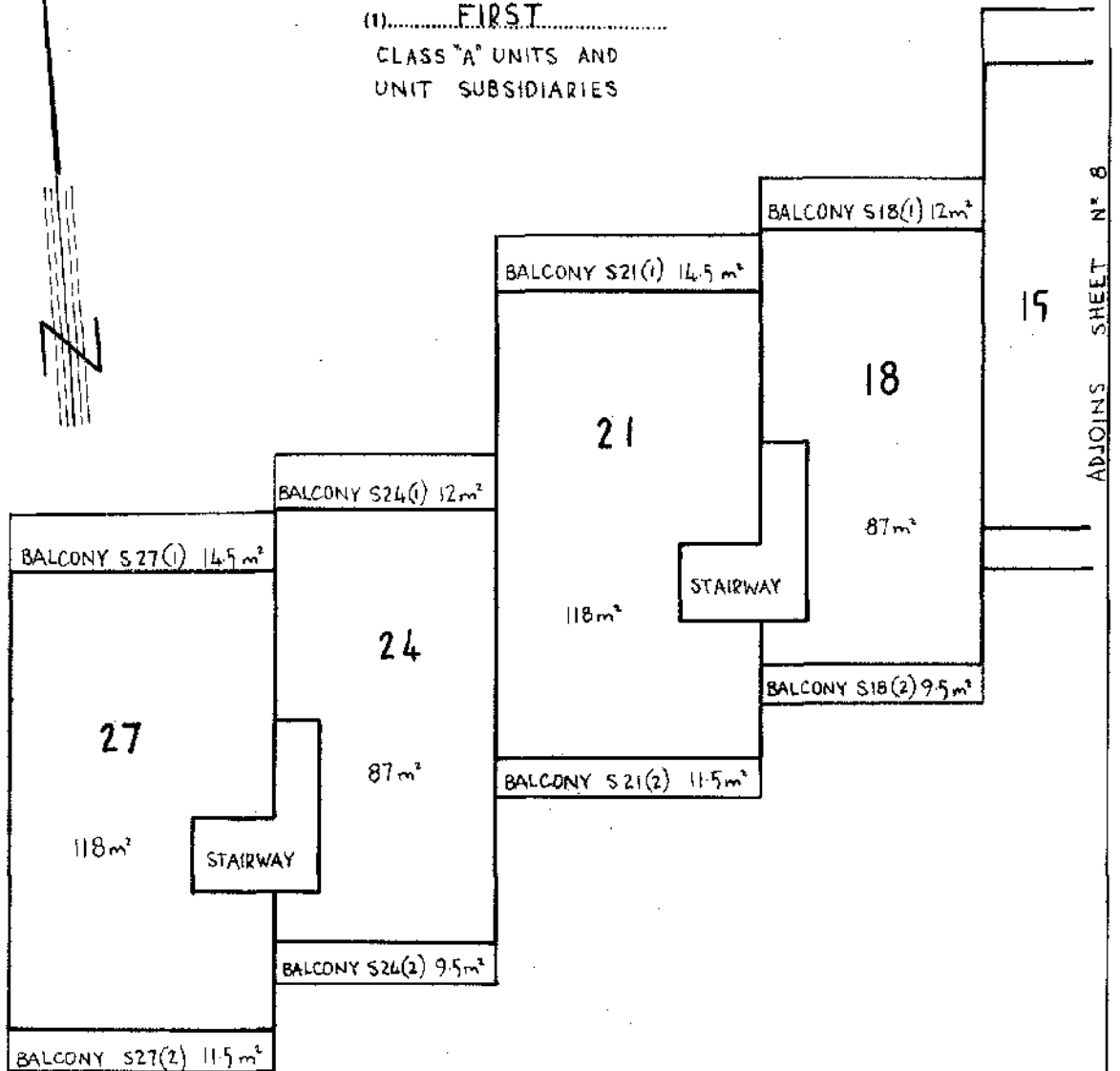
Deputy of the Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 202Block 2, Section 8, Division of REID**FLOOR PLAN**(1) FIRST
CLASS "A" UNITS AND
UNIT SUBSIDIARIES

(1) Number of floor



3

Scale: 5 4 3 2 1 0 1:200 5 10

R. E. HOMES PTX. LTD.
Applicant

Delegate of the Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

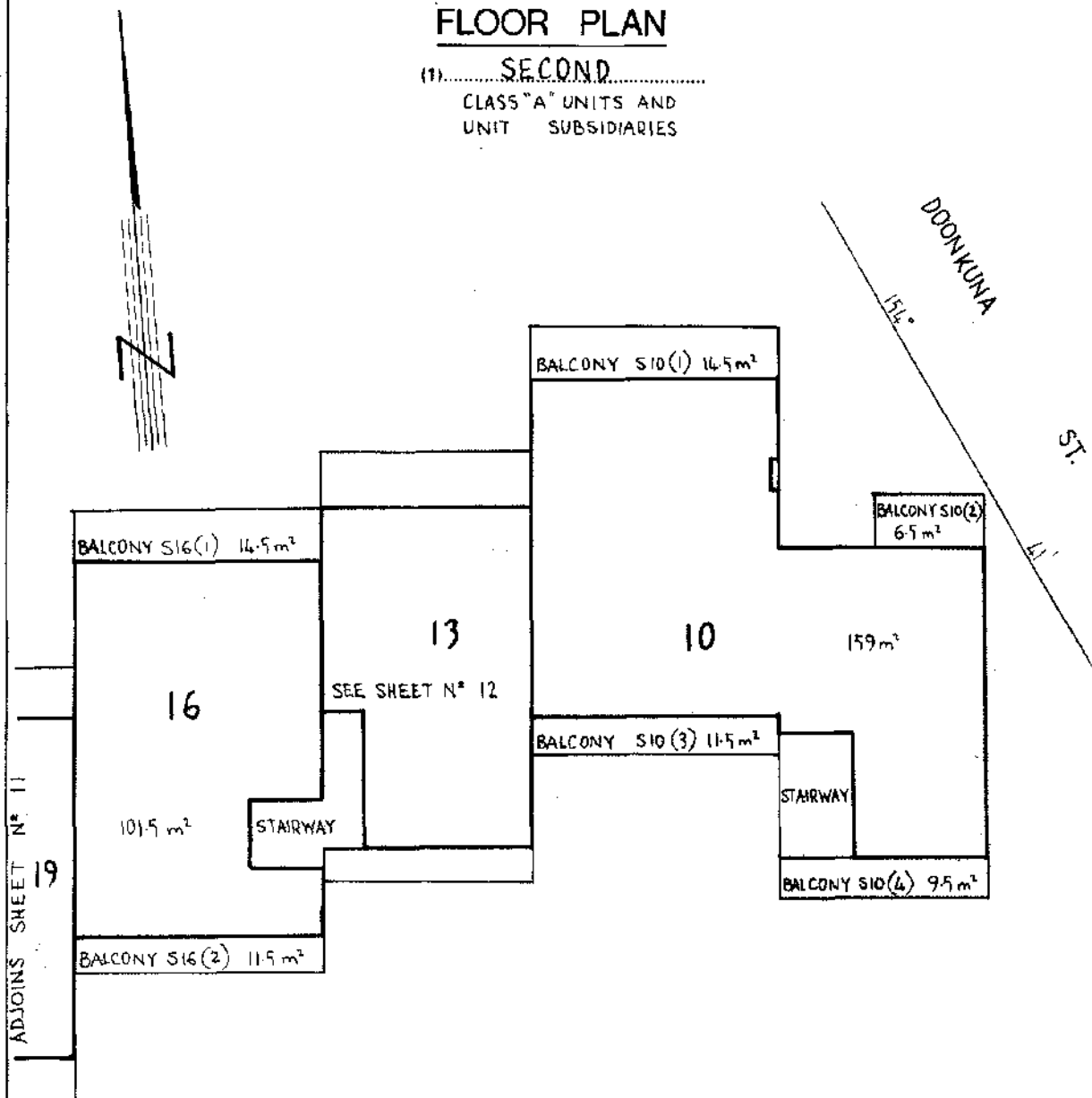
UNITS PLAN No. 202

Block 2, Section 8, Division of REID

FLOOR PLAN

(1) SECOND
CLASS "A" UNITS AND
UNIT SUBSIDIARIES

(1) Number of floor



Scale: 1:200

R & B HOMES PTY LTD

Applicant

Delegate of the

Minister of State for the Capital Territory

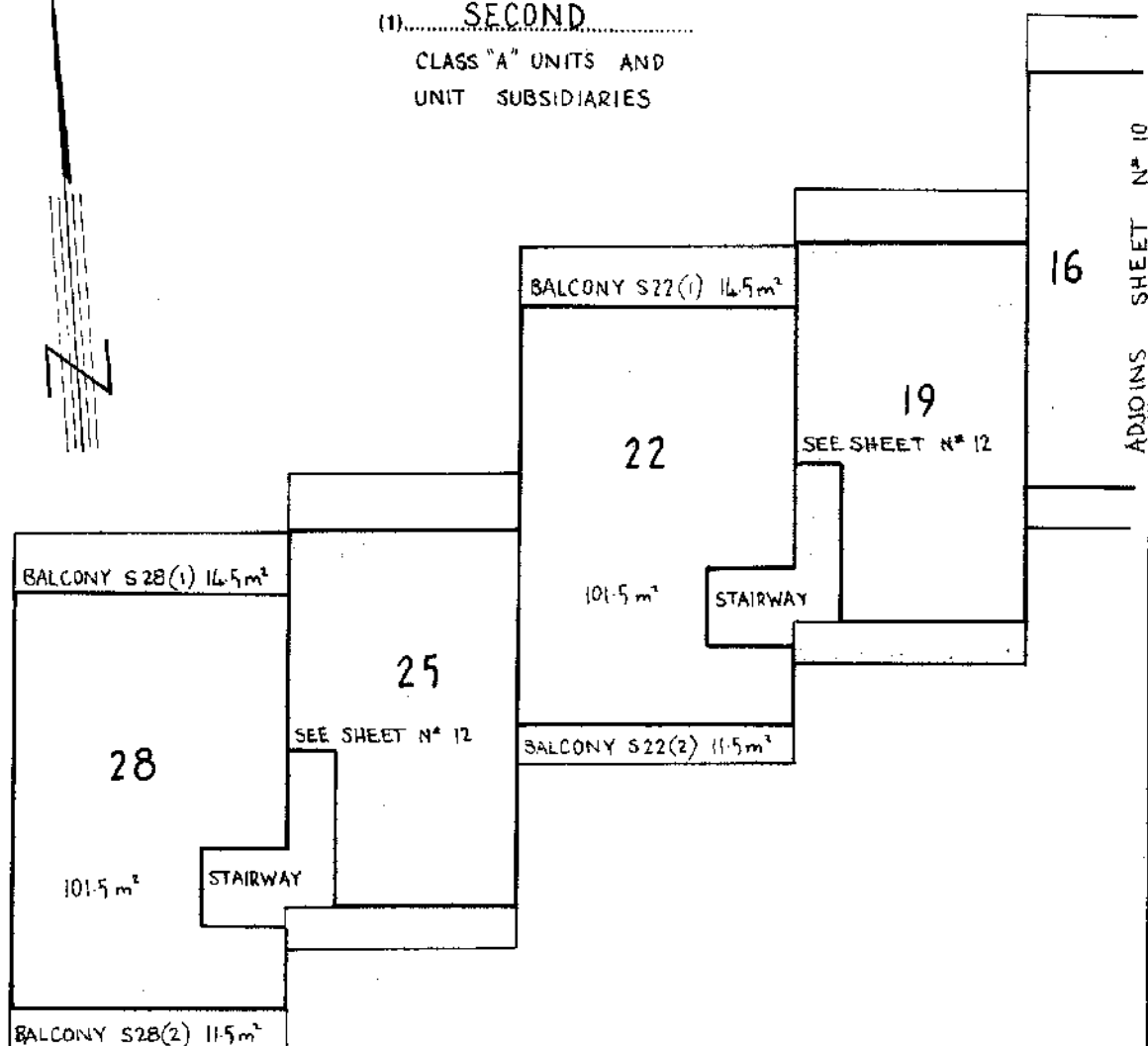
J. Adams

FORM 3

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 202Block 2, Section 8, Division of REID**FLOOR PLAN**(1) SECONDCLASS "A" UNITS AND
UNIT SUBSIDIARIES

(1) Number of floor



Scale: 5 4 3 2 1 0 1:200 5 10

202 B HOMES PTY. LTD.

Applicant

J. Adams

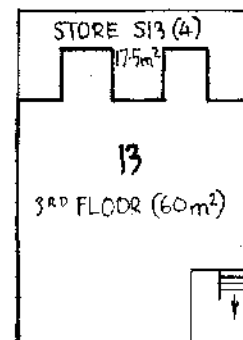
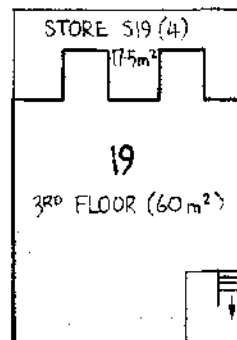
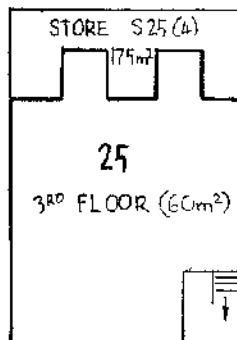
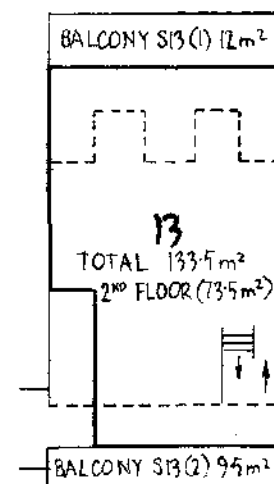
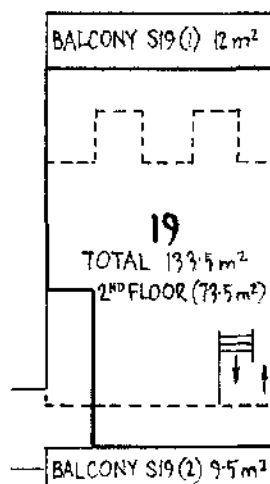
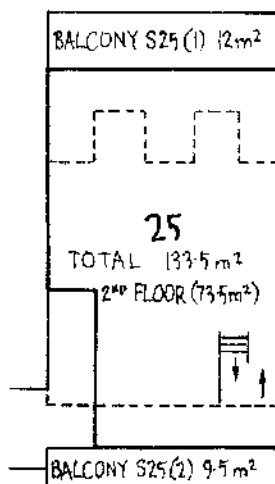
the Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 202Block 2 Section 8 Division of REID

(1) Number of floor

FLOOR PLAN(1) SECOND & THIRD
CLASS "A" UNITSTWO LEVEL CLASS "A"
UNITS AND SUBSIDIARIES
(REFER TO SHEETS 10 & 11)**THIRD FLOOR****SECOND FLOOR**

Scale:

1:200

R & B HOMES (PTY) LTD

Applicant

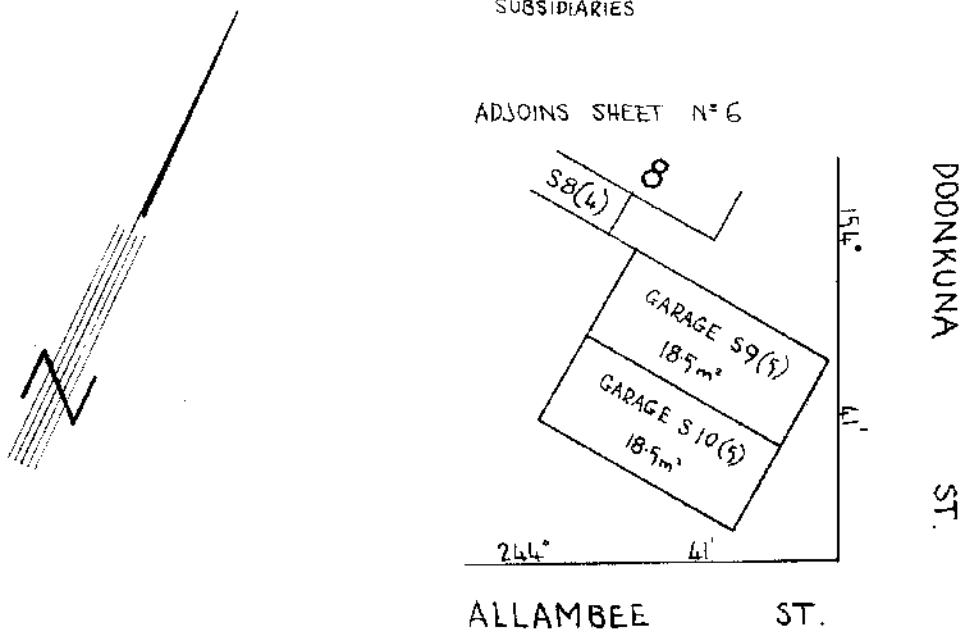
Delegate of the Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 202Block 2 Section 8 Division of REID**FLOOR PLAN**(1) GROUNDUNIT
SUBSIDIARIES

ADJOINS SHEET N° 6



ADJOINS SHEET N° 7

GARAGE	GARAGE	GARAGE	GARAGE	GARAGE	GARAGE	GARAGE	GARAGE	GARAGE	GARAGE	GARAGE
S25(3)	S24(3)	S22(3)	S27(3)	S21(3)	S19(3)	S18(3)	S16(3)	S15(3)	S13(3)	
18.5m²	18.5m²	18.5m²	18.5m²	18.5m²	18.5m²	18.5m²	18.5m²	8.5m²	18.5m²	

24.4'

4.1'

ALLAMBEE

ST.

Scale: 5 4 3 2 1 0 5 10

R.B. HOMES PTY LTD

Applicant

Delegate of the Minister of State for the Capital Territory

Real Property (Unit Titles) Ordinance 1970

Sheet No. 14 of 15 Sheets

UNITS PLAN NO. 202

Block 2 Section 8 Division of Reid

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

1. "Unit" in this Schedule 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.
2. The term of the lease of each of the Units expires on the tenth day of July Two thousand and seventy eight.
3. The rent reserved by and payable under the lease of each of the Units is five cents per annum if and when demanded.
4. Each of the Lessee of Units Nos. 1 - 28 inclusive covenants with the Commonwealth of Australia (hereinafter referred to as "the Commonwealth") in respect of his relevant Unit as follows: -
 - (a) to pay to the Commonwealth or to such person as may be authorised by the Commonwealth for that purpose 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 Commonwealth relating thereto and served on the Lessee;
 - (b) the Lessee shall on or before the tenth day of July One thousand nine hundred and eighty two or within such further time as may be approved in writing by the Commonwealth for that purpose construct the Unit (with 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 Commonwealth and in accordance with every law Statute Ordinance or Regulation applicable thereto;
 - (c) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Commonwealth the Unit and any Unit Subsidiary to that Units;
 - (d) not to make any structural alterations to the Unit or any Unit Subsidiary thereto without the previous approval in writing by the Commonwealth or the Minister on behalf of the Commonwealth;
 - (e) to use the Unit for residential purposes only as a single unit private dwelling house;
 - (f) not to use any Unit Subsidiary to that Unit as a habitation;
 - (g) if and whenever the Lessee fails to maintain repair and keep in repair the Unit or any Unit Subsidiary the Commonwealth 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 Commonwealth is of the opinion that a building part of a building or other improvement is beyond reasonable repair the Commonwealth may require the Lessee to remove a building or part of a building or other improvement and if after the expiration of one calendar month from the date of receipt of the said notice or such longer time as the Commonwealth 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 Commonwealth with such equipment as is necessary may enter the Unit and Unit Subsidiary and effect the said repairs or demolish and remove the building part of the building or other improvement and all expenses incurred by the Commonwealth in effecting such repairs or demolition and removal shall be paid by the Lessee to the Commonwealth 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 Commonwealth by the Lessee;

- (h) to permit any person or persons authorised by the Commonwealth in that behalf to enter the Unit or Unit Subsidiary at all reasonable times and in any reasonable manner and inspect the Unit and Unit Subsidiary;
 - (i) to pay to the Commonwealth or any statutory authority his proportion being the proportion the Unit entitlement bears to the aggregate Unit entitlement of all the Units of any amounts payable by the Corporation to the Commonwealth or a statutory authority (but which has not been paid by the 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 City Area Leases Ordinance 1936 and the Unit Titles Ordinance 1970.
5. It is mutually covenanted and agreed by the Commonwealth and each of the Lessees of all the Units as follows: -
- (a) the Lessee may at any time upon payment of all rent and other moneys due to and demanded by the Commonwealth under this lease surrender this lease to the Commonwealth but subject to any law of the Territory to the contrary the Lessee shall not be entitled to receive any compensation from the Commonwealth in respect of such surrender or in respect of any improvements comprising the Unit;
 - (b) 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 4(b); or
 - (ii) after completion of the Unit 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) any rent payable under this lease shall remain unpaid for ninety days next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or
 - (iv) the Lessee shall commit or suffer a breach of any other covenant contained or implied in this lease and shall have failed to remedy such breach within a period of three months from the date of receipt by the Lessee of a notice in writing from the Commonwealth specifying the nature of the breach

the Commonwealth or the Minister on behalf of the Commonwealth may determine this lease but without prejudice to any claim which the Commonwealth or the Minister on behalf of 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) acceptance of rent by the Commonwealth during or after any period referred to in Clause 5(b) shall not prevent or impede the exercise by the Commonwealth or the Minister on behalf of the Commonwealth of the powers conferred on it by Clause 5 (b);
 - (d) (1) if the Proprietors Units Plan No.202 (in this lease referred to as "the Corporation") at least twelve months or if the Commonwealth so allows at any time before the expiry date of the leases of the Units and the common property under the Units Plan applies in writing to the Commonwealth for an extension of the terms of all the leases the Commonwealth
 - (i) if at least three months before the expiry date it decides to subdivide the parcel in a manner other than the subdivision effected by the Unit Titles Ordinance 1970 or decides that the parcel or a part of the parcel is required for a Commonwealth purpose - shall by notice in writing refuse the application, or
 - (ii) in any other case - shall by instrument in writing authorise the extension of the terms of all those leases for such period as is specified in the instrument being -
 - (a) the same period for all those leases; and
 - (b) a period of not less than five years.

- (2) A notice given under paragraph (d) (1) (i) of this Clause shall be sent or delivered to the Corporation so that it is received by the Corporation at least three months before the expiry date of this lease.
- (3) An instrument authorising the extension of the terms of the leases shall be sent or delivered to the Corporation as soon as practicable after it has been made.
- (4) On receipt of an instrument under the last preceding clause the Corporation may lodge it with the Registrar for registration under the Real Property (Unit Titles) Ordinance 1970 and if the instrument is so registered before the expiry date the terms of the leases are extended accordingly.
- (5) The Lessee under a lease the term of which is extended under this clause shall not be liable to make any payment to the Commonwealth for improvements on the land comprised in the lease.
- (e) any and every right power and or remedy conferred on the Commonwealth hereunder or implied by law may be exercised on behalf of the Commonwealth by the Minister of State of the Commonwealth for the time being administering the City Area Leases Ordinance 1936 as amended or any Statute or Ordinance substituted for that Ordinance or the member of the Executive Council of the Commonwealth for the time being performing the duties of the Minister and includes an authority or person for the time being authorised by the Minister or by law to exercise the powers and functions of the Minister under that Ordinance or any Statute or Ordinance substituted for that Ordinance;
- (f) 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 Minister 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;
- (g) if the Lessee shall consist of one person the word "Lessee" shall where the context so admits or requires be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
- (h) if the Lessee shall consist of two or more persons the word "Lessee" shall where the context so admits or requires in the case of a tenancy in common be deemed to include 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 the executors administrators and assigns of the survivor of them;
- (i) if the Lessee shall be a corporation the word "Lessee" shall where the context so admits or requires be deemed to include such corporation and its successors and assigns.
6. Each of the Lessees of Units Nos. 1 - 28 inclusive acknowledges that the building or buildings erected on the parcel of land defined as Block 2 Section 8 Division of Reid on Deposited Plan Number 5169 in the office of the Registrar of Titles at Canberra in the Australian Capital Territory shall not contain more than 28 residential units in total.

DATED the

Twenty-ninth

day of

September

1980

B. H. H. P. Secretary

*[Signature]*Delegate of the Minister of State
for the Capital Territory

Real Property (Unit Titles) Ordinance 1970

Sheet No. 15 of 15 Sheets

UNITS PLAN NO. 202

Block 2 Section 8 Division of Reid

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

1. "services" in this Schedule means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances.
2. The term of the lease expires on the tenth day of July Two thousand and seventy eight.
3. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
4. Proprietors - Units Plan No. 202 (hereinafter called "the Corporation") covenants with the Commonwealth of Australia (hereinafter called "the Commonwealth") as follows:-
 - (a) to pay to the Commonwealth or to such person as may be authorised by the Commonwealth for that purpose at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Commonwealth relating thereto and served on the Corporation;
 - (b) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Commonwealth all buildings parts of buildings landscaping storage areas covered car parking hardstanding car parking vehicle access roads 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;
 - (c) 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 by the Commonwealth or the Minister on behalf of the Commonwealth;
 - (d) except where necessary for compliance with Clause 4(b) 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 by the Commonwealth or the Minister on behalf of the Commonwealth;
 - (e) to use the common property for the purpose of performing its duties exercising its powers and performing its functions imposed or conferred on it by the Unit Titles Ordinance 1970;
 - (f) if and whenever the Corporation fails to maintain repair or keep in repair any building part of a building landscaping storage area covered car parking hardstanding car parking vehicle access road and vehicle access drive or other improvement 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 Commonwealth may by notice in writing to the Corporation specifying the wants of repairs require the Corporation to effect repairs in accordance with the said notice or if the Commonwealth 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 Commonwealth may require the 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 calendar month from the date of receipt of the said notice or such longer time as the Commonwealth may in writing allow the 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 Commonwealth with such equipment as is necessary may enter the common property and effect the said repairs or demolish and remove the building part of the building or the improvement or replace the part or parts of the services and all expenses incurred by the Commonwealth in effecting such repairs or demolition or removal or replacement shall be paid by the Corporation to the Commonwealth 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 Commonwealth by the Corporation;

- (g) to permit any person or persons authorised by the Commonwealth in that behalf to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the land forming the common property;
- (h) to permit builders their servants and agents to build, construct, erect and provide by the tenth day of July One thousand nine hundred and eighty two or within such further time as may be approved in writing by the Commonwealth 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 vehicular access roads and vehicular access drives in accordance with plans and specifications prepared by the builders and previously submitted to and approved in writing by the Commonwealth;
 - (ii) landscaping work in accordance with plans and specifications prepared by the builders and previously submitted to and approved in writing by the Commonwealth;
 - (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 Commonwealth;
 - (iv) all other necessary improvements and services that the Commonwealth may require the builders to build erect construct or provide.

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

- (a) 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 Commonwealth or the Minister on behalf of the Commonwealth may determine this lease but without prejudice to any claim which the Commonwealth or the Minister on behalf of the Commonwealth may have against the Corporation in respect of any breach of the covenants on the part of the Corporation to be observed or performed;
- (b) acceptance of rent by the Commonwealth during or after the period referred to in Clause 5(a) shall not prevent or impede the exercise by the Commonwealth or the Minister on behalf of the Commonwealth of the powers conferred on it by Clause 5(a);

- (c) (1) if the Corporation at least twelve months or if the Commonwealth so allows at any time before the expiry date of the leases of the Units and the common property under the units plan applies in writing to the Commonwealth for an extension of the terms of all the leases the Commonwealth;
- (i) if at least three months before the expiry date it decides to subdivide the parcel in a manner other than the subdivision effected by the Unit Titles Ordinance 1970 or decides that the parcel or a part of the parcel is required for a Commonwealth purpose - shall by notice in writing refuse the application or
- (ii) in any other case - shall by instrument in writing authorising the extension of the terms of all those leases for such period as is specified in the instrument being -
- (a) the same period for all those leases; and
- (b) a period of not less than five years.
- (2) a notice given under Clause 5(c) (1) (i) shall be sent or delivered to the Corporation so that it is received by the Corporation at least three months before the expiry date of the lease.
- (3) an instrument authorising the extension of the terms of the leases shall be sent or delivered to the Corporation as soon as practicable after it has been made.
- (4) on receipt of an instrument under Clause 5(c) (3) the Corporation may lodge it with the Registrar for registration under the Real Property (Unit Titles) Ordinance 1970 and if the instrument is so registered before the expiry date the terms of the leases are extended accordingly.
- (5) the Lessee under a lease the term of which is extended under this clause shall not be liable to make any payment to the Commonwealth for improvements on the land comprised in the lease.
- (d) any and every right power and or remedy conferred on the Commonwealth hereunder or implied by law may be exercised on behalf of the Commonwealth by the Minister of State of the Commonwealth for the time being administering the City Area Leases Ordinance 1936 or any Statute or Ordinance substituted for that Ordinance or the member of the Executive Council of the Commonwealth for the time being performing the duties of the Minister and includes an authority or person for the time being authorised by the Minister or by law to exercise the powers and functions of the Minister under that Ordinance or any Statute or Ordinance substituted for that Ordinance;
- (e) the word "builders" in this Schedule means R. & B. HOMES PTY LIMITED

6. Proprietors - Units Plan No. 202 acknowledge that the building or buildings erected on the parcel of land defined as Block 2 Section 8 Division of Reid on Deposited Plan Number 5169 in the office of the Registrar of Titles at Canberra in the Australian Capital Territory shall not contain more than 28 residential units in total.

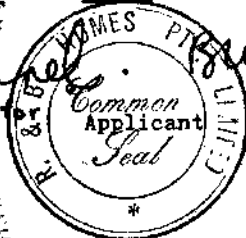
DATED the

Twenty-ninth

day of

September 1980

Director



Secretary

Delegate of the Minister of State
for the Capital Territory

No. 348241 Certified copy of a Special Resolution altering the articles of the corporation having been produced such special resolution is hereby registered.

Produced _____ and
 entered 7th October 1980 at _____
 minutes past _____ four o'clock
 after noon.



No. 476875 The Proprietors of Units Plan No. 202 — have changed their

address for service of Documents to
 Reg Daly Real Estate Pty Ltd.
 P.O. Box 1529, Canberra 2601.

Entered 31st July 1981 at TEN o'clock in
 the FORE noon



Chris Price
 A. PRICE Deputy
 Registrar of Titles

No. 664848 Certified copy of a special Resolution altering the articles of the corporation having been produced such special resolution is hereby registered.

Entered 18 September 1981 at TEN o'clock in
 the fore noon



Vivekananda
 VIVEKANANDA Deputy
 Registrar of Titles

202

D.P. 5169

PLAN OF UNITS AREA + CLOSE.

"Ground Floor" Bk 2 Sect 8 Division of Reid

** 87-8 HOLT
Block 1

DP-8

BEARING	DISTANCE	NORTHING	EASTING	ARC	RADIUS
94 30 0	6.190	-0.486	6.171		
184 30 0	4.430	-4.416	-0.348		
94 30 0	3.000	-0.235	2.991		
184 30 0	7.290	-7.268	-0.572		
274 30 0	3.000	0.235	-2.991		
184 30 0	7.440	-7.417	-0.584		
274 30 0	0.190	0.015	-0.189		
184 30 0	2.255	-2.248	-0.177		
274 30 0	0.140	0.011	-0.140		
274 30 0	-0.140	-0.011	0.140		
274 30 0	6.190	0.486	-6.171		
4 30 0	1.800	1.794	0.141		
94 30 0	0.190	-0.015	0.189		
4 30 0	19.615	19.555	1.539		
0.000	0.000	AREA	154.3 SQ. UNITS		

** 87-8 HOLT
Block 2

DP-8

BEARING	DISTANCE	NORTHING	EASTING	ARC	RADIUS
94 30 0	6.380	-0.501	6.360		
184 30 0	3.600	-3.589	-0.282		
274 30 0	0.190	0.015	-0.189		
184 30 0	19.615	-19.555	-1.539		
274 30 0	6.190	0.486	-6.171		
4 30 0	1.200	1.196	0.094		
94 30 0	0.190	-0.015	0.189		
4 30 0	21.385	21.319	1.678		
274 30 0	0.190	0.015	-0.189		
4 30 0	0.630	0.628	0.049		
-0.000	0.000	AREA	140.3 SQ. UNITS		

** 87-8 HOLT
Block 3

DP-8

BEARING	DISTANCE	NORTHING	EASTING	ARC	RADIUS
94 30 0	6.160	-0.483	6.141		
184 30 0	21.385	-21.319	-1.678		
274 30 0	6.000	0.471	-5.982		
4 30 0	17.875	17.820	1.402		
274 30 0	0.160	0.013	-0.160		
4 30 0	3.510	3.499	0.275		

109

0.000 0.000 AREA 128.9 SQ. UNITS

** 87-8 HOLT
Block 4 DP 8

BEARING	DISTANCE	NORTHING	EASTING	ARC	RADIUS
4 30 0	15.955	15.906	1.252		
274 30 0	0.190	0.015	-0.189		
4 30 0	3.420	3.409	0.268		
94 30 0	6.190	-0.486	6.171		
184 30 0	17.875	-17.820	-1.402		
94 30 0	0.190	-0.015	0.189		
184 30 0	1.500	-1.435	-0.118		
274 30 0	6.190	0.486	-6.171		
0.000	0.000	AREA	117.2 SQ. UNITS		

** 87-8 HOLT
Block 5 DP 8

BEARING	DISTANCE	NORTHING	EASTING	ARC	RADIUS
94 30 0	6.190	-0.486	6.171		
184 30 0	15.955	-15.906	-1.252		
274 30 0	2.000	0.157	-1.994		
-16.235	2.925	AREA	89.1 SQ. UNITS		

** 87-8 HOLT
Block 6 DP 8

BEARING	DISTANCE	NORTHING	EASTING	ARC	RADIUS
94 30 0	6.190	-0.486	6.171		
184 30 0	15.955	-15.906	-1.252		
94 30 0	0.190	-0.015	0.189		
184 30 0	4.500	-4.486	-0.353		
274 30 0	6.190	0.486	-6.171		
4 30 0	15.715	15.567	1.233		
274 30 0	0.190	0.015	-0.189		
4 30 0	4.740	4.725	0.372		
0.000	0.000	AREA	124.5 SQ. UNITS		

** 87-8 HOLT
Block 7 DP 8

BEARING	DISTANCE	NORTHING	EASTING	ARC	RADIUS
4 30 0	18.775	18.717	1.473		
274 30 0	0.190	0.015	-0.189		
4 30 0	2.940	2.934	0.231		
94 30 0	6.190	-0.486	6.171		
184 30 0	15.715	-15.567	-1.233		
94 30 0	0.190	-0.015	0.189		
184 30 0	6.000	-5.982	-0.471		
274 30 0	6.190	0.486	-6.171		
0.000	0.000	AREA	132.0 SQ. UNITS		

** 87-8 HOLT
Block 7 DP 8

BEARING	DISTANCE	NORTHING	EASTING	ARC	RADIUS
4 30 0	18.775	18.717	1.473		
274 30 0	0.190	0.015	-0.189		
4 30 0	2.940	2.934	0.231		
94 30 0	6.190	-0.486	6.171		
184 30 0	15.715	-15.567	-1.233		
94 30 0	0.190	-0.015	0.189		
184 30 0	6.000	-5.982	-0.471		
274 30 0	6.190	0.486	-6.171		
0.000	0.000	AREA	132.0 SQ. UNITS		

4 30 0	7.345	7.322	0.576
94 30 0	6.000	-0.471	5.982
4 30 0	7.545	7.522	0.592
94 30 0	6.190	-0.486	6.171
184 30 0	18.775	-18.717	-1.473
94 30 0	0.190	-0.015	0.189
184 30 0	3.000	-2.991	-0.235
274 30 0	6.190	0.486	-6.171
4 30 0	6.885	6.864	0.540
274 30 0	6.190	0.486	-6.171
-0.000		0.000 AREA	178.1 SQ. UNITS

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Area around Unite DP 5169 Reid.

** 87-8 HOLT

47-8-

BEARING DISTANCE NORTHING EASTING ARC RADIUS

64 41 0 54.340 23.237 49.121
154 41 0 76.200 -68.882 32.585
244 41 0 73.000 -31.216 -65.989
334 41 0 9.500 8.588 -4.062
273 19 0 4.670 0.270 -4.682
334 41 0 12.600 11.390 -5.388
4 30 0 11.145 11.111 0.874
349 18 40 11.530 11.330 -2.139
349 18 40 11.530 11.330 -2.139
4 30 0 22.915 22.844 1.798

0.002 -0.001 AREA 5276.8 SQ. UNITS

Note.

862335

London Foreign Formulator Par Ref. No. 279 x 356



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	7	Block	2	Section	8	Suburb	REID
------	---	-------	---	---------	---	--------	------

Leased by the Australian Capital Territory on behalf of the Commonwealth under the Land (Planning and Environment) Act 1991, Planning & Development Act 2007 and Planning Act 2023.

	No	Yes
1. Have any notices been issued relating to the Crown Lease?	(X)	()
2. Is the Lessor aware of any notice of a breach of the Crown Lease?	(X)	()
3. Has a Certificate of Compliance been issued? (N/A ex-Government House) ☐	()	(X)
Certificate Number: 16815		Dated: 19-DEC-80
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 : InfoTrack, InfoTrack
E-mail Address : actenquiries@infotrack.com.au
Client Reference : 262257 - 200635674

Date: 15-JUL-26 09:52:51



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

15-JUL-2026 09:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 6

INFORMATION ABOUT THE PROPERTY

REID Section 8/Block 2/Unit 7

Building Class: A

Area(m2): 5,276.8

Unimproved Value: \$7,000,000

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.



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

15-JUL-2026 09:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 6

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA201731323 **Lodged** 29-MAR-17 **Type** See Subclass

-- Application Details -----

Description

PROPOSAL FOR DWELLING ALTERATIONS AND ADDITIONS - Addition and alterations to kitchen, laundry, toilet and bathrooms; Removal of a wall between the bedroom and enclosed balcony on the upper floor.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Reid	8	2-2	1

-- Involved Parties -----

Role	Name
Lessee	Anne Healy
Lessee	Stirling Meredith
Applicant	Anne Healy

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional

Application DA201628890 **Lodged** 01-FEB-16 **Type** See Subclass

-- Application Details -----

Description

MULTI DWELLING-ADDITIONS & ALTERATIONS-UNIT 5. Proposed small infill to the first floor balcony on the Ainslie Avenue side of the unit.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Reid	8	2-2	5

-- Involved Parties -----

Role	Name
Lessee	Margaret Henty
Lessee	Ross Henty
Applicant	Richmond Henty Architects

-- Activities -----

Activity Name	Status
Merit Track	Approved



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
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PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

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Application DA200704542 **Lodged** 21-SEP-07 **Type** Multi-residential

-- Application Details -----

Description

Multi Residential - Unit 2 - Heritage. Extension of the lower ground floor to rear of unit 2 beneath the existing overhanging roof.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Reid	8	2-2	2

-- Involved Parties -----

Role	Name
Applicant	David Teather
Lessee	David Teather
Lessee	Elizabeth Teather

-- Activities -----

Activity Name	Status
Da - Public Notification	Approval Conditional

Application DA200602525 **Lodged** 24-MAY-06 **Type** Multi-residential

-- Application Details -----

Description

Multiple Dwelling - Unit 14 -Proposed extension to main bedroom.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Reid	8	2-2	14

-- Involved Parties -----

Role	Name
Applicant	John Hendry
Lessee	John & Valerie Hendry

-- Activities -----

Activity Name	Status
Da - No Notification	Approval Conditional



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

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PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 4 of 6

Application DA200402810 **Lodged** 28-JUN-04 **Type**

-- Application Details -----

Description

Multiple Dwelling - Proposal to extend an existing bedroom exterior wall 1.25m beneath existing verandah into courtyard

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Reid	8	2-2	14

-- Involved Parties -----

Role	Name
Applicant	John & Valerie Hendry

-- Activities -----

Activity Name	Status
Da - No Notification	Approved



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

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PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 5 of 6

Application DA20012094 **Lodged** 05-JUN-01 **Type** Non-residential

-- Application Details -----

Description

Fibre optic cabling to CSIRO offices on Limestone Avenue from cnr of Akuna and Bunda Streets

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	City	38	2-2	
Canberra Central	City	53	3-3	
Canberra Central	Reid	7	1-1	
Canberra Central	Reid	7	2-2	
Canberra Central	Reid	7	3-4	
Canberra Central	Reid	8	2-6	
Canberra Central	Reid	9	1-1	
Canberra Central	Reid	10	1-1	
Canberra Central	Reid	11	1-1	

-- Involved Parties -----

Role	Name
Applicant	Brecom P/L
Contact	Ryan
Lessee	Dept Urban Services

-- Activities -----

Activity Name	Status
Da - (Dap)	Approval Conditional

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

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

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/>



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

15-JUL-2026 09:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 6 of 6

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.

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 ----

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

The Owners - Units Plan No. 202

Unit No: 7 Lot No: 7

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: **450**
Total Building Entitlements: **10,000**

Managing Agent

Name and address of manager (if any) appointed under Section 50 is: **SIGNATURE STRATA
17/11 National Circuit
BARTON ACT 2600**

Contact Phone Number: **0261850347**

Corporation's records can be inspected at

Address: **SIGNATURE STRATA
17/11 National Circuit
BARTON ACT 2600**

Contact Phone Number: **0261850347**

Members of Corporation's executive committee

Office	Name	Address
Chairperson		
Secretary	Jessica Bramwell	17/3 Allambee Street REID ACT 2612
Treasurer	Minerva Lam	8/3 Allambee Street REID ACT 2612
Committee	Daroeman Pty Ltd	c/-4/11 Doonkuna Street REID ACT 2612
	Nicole Curtis	2/3 Allambee Street REID ACT 2612

Funds Details

Contributions payable to Administration Fund:

Total amount last determined with respect of the unit **\$5,692.52**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/05/26 to 31/07/26	1,423.13	25/06/26	23/06/26	0.00	25/06/26
01/08/26 to 31/10/26	1,423.13	01/09/26		0.00	01/09/26
01/11/26 to 31/01/27	1,423.13	01/12/26		0.00	01/12/26
01/02/27 to 30/04/27	1,423.13	01/03/27		0.00	01/03/27

UNIT TITLE SALE CERTIFICATE**Section 119 (1) (a)****Units Plan No. 202 - Unit 7**

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

NilPaid to **31/07/26**

Special contributions payable to Administration Fund:

Purpose

Amount

Due Date

Date Paid

Discount

If Paid By

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

Nil

Contributions payable to Sinking Fund:

Total amount last determined with respect of the unit

\$699.08

Number of instalments payable

4

Instalment Details:-

Period

Amount

Due Date

Date Paid

Discount

If Paid By

01/05/26 to 31/07/26

174.77

25/06/26

23/06/26

0.00

25/06/26

01/08/26 to 31/10/26

174.77

01/09/26

0.00

01/09/26

01/11/26 to 31/01/27

174.77

01/12/26

0.00

01/12/26

01/02/27 to 30/04/27

174.77

01/03/27

0.00

01/03/27

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

NilPaid to **31/07/26**

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

SF - PAINTING 01/05/26 to 31/07/26

269.52

25/06/26

23/06/26

0.00

25/06/26

SF - PAINTING 01/08/26 to 31/10/26

269.52

01/09/26

0.00

01/09/26

SF - PAINTING 01/11/26 to 31/01/27

269.52

01/12/26

0.00

01/12/26

SF - PAINTING 01/02/27 to 30/04/27

269.52

01/03/27

0.00

01/03/27

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

Nil**Other amounts owing**Rate of interest payable **10.00** per cent

Purpose

Fund

Interest Owing

Nil

Amount

Due Date

Amount Due

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

Nil

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

Nil

UNIT TITLE SALE CERTIFICATE**Section 119 (1) (a)****Units Plan No. 202 - Unit 7****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> LONGITUDE INSURANCE	LNG-STR-20410431	18,595,500.00	13/12/26		17,535.83
<i>LOSS OF RENT</i> LONGITUDE INSURANCE	LNG-STR-20410431	2,789,325.00	13/12/26		
<i>BUILDING CATASTROPHE</i> LONGITUDE INSURANCE	LNG-STR-20410431	2,789,325.00	13/12/26		
<i>PUBLIC LIABILITY</i> LONGITUDE INSURANCE	LNG-STR-20410431	20,000,000.00	13/12/26		
<i>FIDELITY GUARANTEE</i> LONGITUDE INSURANCE	LNG-STR-20410431	100,000.00	13/12/26		
<i>OFFICE BEARERS</i> LONGITUDE INSURANCE	LNG-STR-20410431	5,000,000.00	13/12/26		
<i>VOLUNTARY WORKERS</i> LONGITUDE INSURANCE	LNG-STR-20410431	\$2000/\$200,000	13/12/26		
<i>GOVT AUDIT COSTS</i> LONGITUDE INSURANCE	LNG-STR-20410431	25,000.00	13/12/26		
<i>APPEAL EXPENSES</i> LONGITUDE INSURANCE	LNG-STR-20410431	100,000.00	13/12/26		
<i>LOT OWNERS FIXTURES</i> LONGITUDE INSURANCE	LNG-STR-20410431	250,000.00	13/12/26		
<i>WORKERS COMPENSATION</i> LONGITUDE INSURANCE	LNG-STR-20410431		13/12/26		
<i>COMMON AREA CONTENTS</i> LONGITUDE INSURANCE	LNG-STR-20410431	185,955.00	13/12/26		
<i>LEGAL DEFENSE</i> LONGITUDE INSURANCE	LNG-STR-20410431	50,000.00	13/12/26		

Fund Balances

Balances as at: 15 July 2026

Administrative Fund	44,135.69
Sinking Fund	104,920.61
Sf - Painting	60,706.09

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 202 - Unit 7

Developer Control Period

Developer Control Period Expiry Date: Yes

Borrowed Money

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

Sustainability Infrastructure

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

Crown Lease Extension Application

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

No

Ongoing Development Approval

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

Every units plan will be impacted by a development approval at its inception and on an ongoing basis. Conditions of any development approval must be taken into account when unit owners or the owners corporation seek to make changes to units or the units plan.

Any proposed works on a unit or the common property may require owners corporation and/or approval from the planning and land authority (ACT Government). We recommend you contact Access Canberra to request a copy/copies of relevant development approvals. An e-mail may be sent to acepdcustomerservices@act.gov.au to make this request.

It is beyond the capacity of the owners corporation/strata manager for the purposes of this certificate to provide all development approvals that may impact the units plan.

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 202 - Unit 7

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

Not applicable

(ii) The name of the embedded network provider

Not applicable

Dated at Canberra the **15 July 2026**

DMC





Issue date: 15 December 2025

Certificate of Insurance

This document certifies that the policy referred to below is currently intended to remain in force until 4.00pm on the expiry date shown in the Period of Insurance 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 Of Unit Plan 202	
INTERESTED PARTY(S):	Name	Classification
DESCRIPTION OF INSURED BUSINESS:	Residential Strata	
SITUATION OF RISK:	3 ALLAMBEE STREET, REID, ACT 2612	
SECTION 1:	<u>Property - Physical Loss, Destruction or Damage</u> Buildings - \$18,595,500.00 Common Contents - \$185,955.00	
SECTION 2:	<u>Voluntary Workers Personal Accident</u> Accidental Death & Disablement - Insured Weekly Benefits - Insured	
SECTION 3:	<u>Office Bearers' Liability</u> Limit of Indemnity - \$5,000,000.00 in the aggregate Period of Insurance	
SECTION 4:	<u>Fidelity Guarantee</u> Limit - \$100,000.00 in the aggregate Period of Insurance	
SECTION 6:	<u>Public Liability</u> Limit of Indemnity - \$20,000,000.00 each and every Occurrence	
SECTION 7:	<u>Government Audit Costs, Workplace Health and Safety Breaches and Legal Expenses</u> (a) Taxation and Audit Costs Limit of Indemnity - \$30,000 in the aggregate Period of Insurance (b) Workplace Health and Safety Breaches Limit of Indemnity - \$150,000 in the aggregate Period of Insurance (c) Legal Defence Expenses Limit of Indemnity - \$50,000 in the aggregate Period of Insurance	
POLICY NUMBER:	LNG-STR-20410431	
PERIOD OF INSURANCE:	13 December 2025 expiring on 13 December 2026 at 4pm Local Standard Time	
INSURER:	Chubb Insurance Australia Limited	

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 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 wording, schedule and any other associated policy document.

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 Longitude Insurance Pty Ltd (ABN 86 152 337 267) as an Authorised Representative (AR 424867) of Austagencies Pty Ltd (ABN 76 006 09 464) (Austagencies). Austagencies have binding authority from Chubb Insurance Australia Limited (ABN 23 001 642 020, AFSL 239687).

Insurance Valuation Report

For

Argyle Square Stage 1

3 Allambee Street, Reid ACT 2612

Scheme Number: 202



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 194562

21 November 2023

Professional Indemnity Insurance Policy Number 1411189338PLP

PO Box 1280,
Beenleigh QLD 4207

P 1300 309 201
F 1300 369 190
E info@qiagroup.com.au
W www.qiagroup.com.au

QIA Group Pty Ltd
ABN 27 116 106 453
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QIA Group Pty Ltd

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SECTION 1 – INSURANCE VALUATION SUMMARY

1.1 Purpose of Report

We have been instructed by the Body Corporate to provide a building replacement valuation report that outlines the replacement/reinstatement costs of the building/s and associated common property improvement and body corporate assets situated at **3 Allambee Street, Reid ACT 2612**.

1.2 Property Address

The property is situated at **3 Allambee Street, Reid ACT 2612**.

1.3 Description of Building

The property comprises seven lots of double storey townhouses with dormer roof spaces in one block and twenty-one residential apartments in a separate four storey building, and each lot with a single lock up garage. Access to upper floor is by internal stairwell. Common property includes communal area, access driveways, boundary walls & fences and site landscaping. In accordance with the plans provided the date of registration is 1980.

1.4 Client

The Proprietors Argyle Square Stage 1.

1.5 Replacement Value

Recommended Insured Value: \$16,500,000 (Inc GST)

1.6 Inspector Details

Inspector Number

101



Signed for and on behalf of QIA Group Pty Ltd

SECTION 2 – INSURANCE VALUATION REPORT

2.1 Recommended Insured Value

The Recommended Insured Value represents the replacement/reinstatement costs associated with the reconstruction of building/s having regard for the functional use and useable area of the original building/s, common areas and body corporate assets. The Recommended Insured Value also estimates the costs associated with conformance to regulations and bylaws in force at the time of reconstruction.

2.2 Loss of Revenue

The Insurance Valuation represents building costs only and excludes loss of revenue.

2.3 Current Trends

Recent inflationary trends in the cost of building have shown building cost indices rising at a rate substantially in excess of official CPI figures. It is expected that this increase will continue in the short term on the back of construction activity following COVID-19.

2.4 Periodic Reviews

It is recommended that periodic reviews of the insurance valuation are undertaken to ensure inflationary and legislative factors and any improvements to common property or assets purchases are taken up in the Insurance Valuation, particularly in times of rapidly increasing prices.

2.5 Elements used in the Calculated Value of the Building Replacement

The calculated value of the building comprises of several elements:

- Present Building Costs.
- Allowance for Cost Escalation during the lead time of planning, calling tenders, and fitout.
- Professional Fees.
- Removal of Debris.
- Cost Escalation in the likely time lapse between the anniversary date and the date of any happening.

2.6 Valuation

Replacement Building and Improvements Cost: \$12,820,000

Allowance for Cost Escalation:

Design and Documentation:	6 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	14 Months

Calculated at 6% over the period \$1,025,000

Progressive Subtotal: \$13,845,000

Professional Fees: \$1,110,000

Progressive Subtotal: \$14,955,000

Removal of Debris: \$645,000

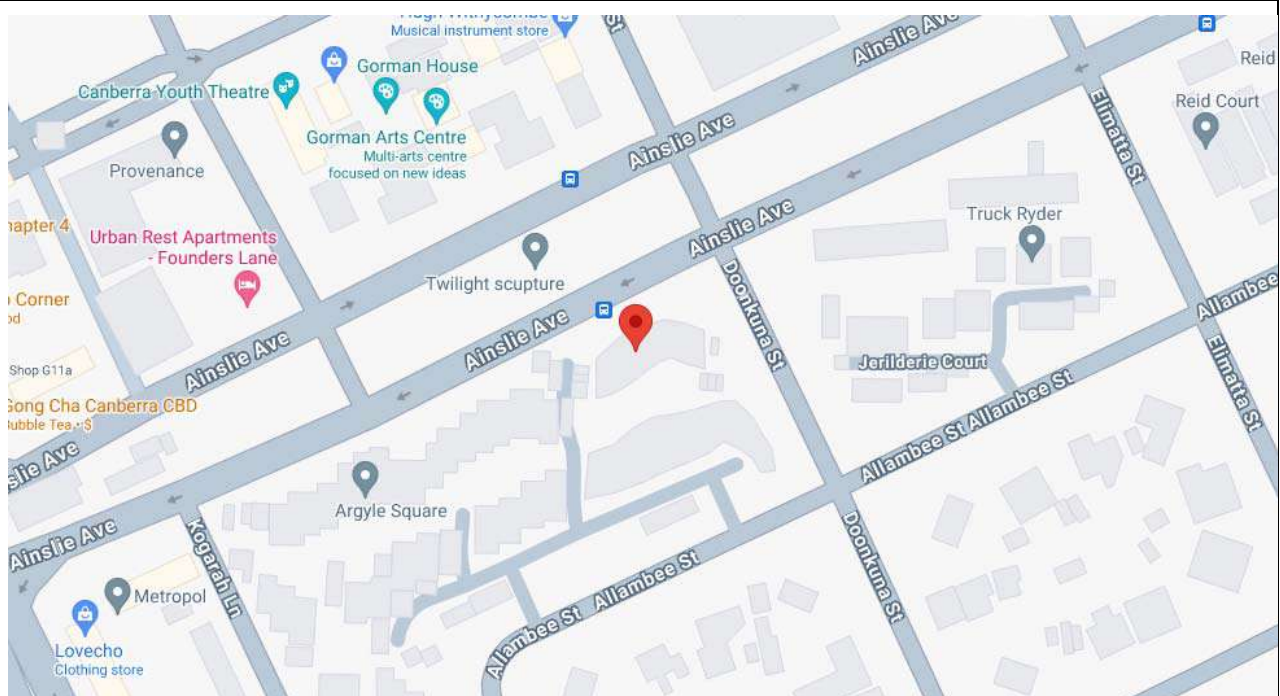
Progressive Subtotal: \$15,600,000

Cost Escalation for Insurance Policy Lapse Period: \$900,000

Progressive Subtotal: \$16,500,000

Recommended Insured Value: \$16,500,000 (Inc GST)

2.7 Site Location Map



SECTION 3 – REPORTING PROCESS AND CONTENT

3.1 *SITE FACTORS*

The building is sited on, what appears to be a reasonably well drained block of land. Easy pedestrian and vehicular access was available.

3.2 *ADDITIONS & IMPROVEMENTS*

There appears to have been no improvement to the original construction.

3.3 *MAINTENANCE*

Generally, the building appears to have been reasonably well maintained.

3.4 *SUMMARY OF CONSTRUCTION*

3.4.1 *Primary Method of Construction*

3.4.1.1 *FLOOR STRUCTURE*

FLOOR CONSTRUCTION: Reinforced concrete ground floor and upper floors.

3.4.1.2 *WALL STRUCTURE*

EXTERNAL WALL CONSTRUCTION: Brickwork.

EXTERNAL WALL FINISHES: Face brick.

3.4.1.3 *ROOF STRUCTURE*

ROOF CONSTRUCTION: Steel/Timber framed gable roof.

ROOFING: Powder coated metal sheeting.

3.4.1.4 *DRIVEWAY STRUCTURE*

DRIVEWAY CONSTRUCTION: Concrete and Bitumen.

3.5 *AREAS NOT INSPECTED - TYPICAL*

- Part or parts of the building interior that were not readily accessible.
- Part or parts of the building exterior that were not readily accessible
- Part or parts of the roof exterior that were not readily accessible or inaccessible or obstructed at the time of inspection because of exceeding height.
- Part or parts of the retaining walls, fencing were not readily accessible or inaccessible or obstructed at the time of inspection as a result of alignment of the common property land, buildings or vegetation.

3.6 *SCOPE*

- This Inspection Report does not include the inspection and assessment of items or matters outside the stated purpose of the requested inspection and report. Other items or matters may be the subject of an Inspection Report which is adequately specified.
- The inspection only covered the Readily Accessible Areas of the subject property. The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection of the property.
- The report is designed to be published only by the Strata Manager to unit owners and the respective insurance company.
- The report does not carry the right of other publication, with the exception of the above, without written consent of QIA Group Pty Ltd.
- This report is not an engineering survey of improvements or status of the building and its contents.
- This report is only for insurance replacement purposes, and not an evaluation of the market value of the property.
- Structural or ground improvements to exclusive use areas are the responsibility of the owners and should be insured by the relevant owner.

3.7 EXCLUSIONS

An Insurance Valuation Report does not cover or deal with:

- Any 'minor fault or defect'
- Solving or providing costs for any rectification or repair work;
- The structural design or adequacy of any element of construction;
- Detection of wood destroying insects such as termites and wood borers;
- Any services including building, engineering (electronic), fire and smoke detection or mechanical;
- A review of occupational, health or safety issues such as asbestos content, or the provision of safety glass or swimming pool fencing;
- Whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws; and
- Whether the ground on which the building rests has been filled, is liable to subside, is subject to landslip, earthquakes or tidal inundation, or if it is flood prone.

SECTION 4 – SITE PHOTOGRAPHS



UP202 Sinking Fund Plan

[illegible]

Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A. Details of reduced quorum decisions

A1	The Owners - Units Plan No	UP202
A2	General Meeting: Date (or dates) of general meeting at which the reduced quorum decision or decisions were made 19/05/2026 ☒ Regularly convened The general meeting was regularly convened (not following any adjournment under UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3). ☐ Convened after adjournment The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).	
A3	Reduced quorum decisions	If there is insufficient space below, tick ☒ and attach details to the notice
	Date of decision	Full text of reduced quorum decision
	19/05/2026	See attached Minutes
	___ / ___ / ____	
A4	Owners Corporation declaration 26/05/2026 Date of affixing of seal Signature:  Designation: Strata Manager 	

Part B. Details of reduced quorum decisions

B1 What is a reduced quorum decision?

- A reduced quorum decision is a decision of a general meeting of the Owners Corporation made while a quorum (a reduced quorum) smaller than a standard quorum was present.
- A standard quorum is those people entitled to vote (on the motion) in relation to not less than $\frac{1}{2}$ the total number of units (see UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).

There are 2 types of reduced quorum decision, requiring different reduced quorums.

Reduced quorum decisions made at regularly-convened general meetings

- If, within $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a standard quorum for the motion (see above) is not present a reduced quorum decision may be made if a reduced quorum (see next point) is then present for consideration of the motion (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).
- At a regularly-convened general meeting, a reduced quorum means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

- If, within $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a standard quorum for the motion (see above) nor a reduced quorum (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).
- If, within $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a reduced quorum made up by anyone then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).
- Such a reduced quorum (of anyone present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).

B2 When does a reduced quorum decision take effect?

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's date of effect) (UTMA s 3.11 (1), part 3.1, Schedule 3).
- However, this does not apply if the decision is disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s 3.11 (3) – (5), part 3.1, Schedule 3).

B3 How may reduce quorum decisions be disallowed?

Reduced quorum decisions may be disallowed by petition (UTMA s 3.11 (3), part 3.1, schedule 3). The petition must—

- state the resolution or resolutions to which it applies; and

- be signed by a majority of persons entitled to vote at a general meeting of the owners corporation (a person may sign whether or not he or she attended the meeting); and

- be given to the owners corporation before the decision's date of effect (see B2 above).

B4 How may reduced quorum decisions be confirmed?

- A reduced-quorum decision may be confirmed by a general meeting of the Owners Corporation held before the decision's date of effect (see B2 above).
- For the confirmation to be valid, a standard quorum must be present when the confirmation motion is considered at the later general meeting (see B1 above).
- If a decision is confirmed, it takes effect from the date of the later general meeting whether or not a petition is given to the owners (UTMA s 3.11 (4), part 3.1, schedule 3).

B5 How may reduced quorum decisions be revoked?

- A reduced-quorum decision may be revoked by a general meeting of the Owners Corporation held at any time, whether or not the decision has earlier been confirmed.
- A revocation is valid whether a standard quorum or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s 3.11 (5), part 3.1, schedule 3).





**MINUTES OF THE ANNUAL GENERAL MEETING OF THE
OWNERS OF UNITS PLAN 202 "ARGYLE SQUARE STAGE 1"
3 ALLAMBEE STREET, REID ACT 2612**

DATE HELD: Tuesday 19 May 2026 - 5:30 PM

VENUE: 17/11 National Circuit, Barton ACT, Australia
Signature Strata Office + Zoom | Meeting ID: 895 8380 0510 | Passcode:
633218

Present	Unit 1	A & S Healy
	Unit 2	N Curtis
	Unit 4	Daroeman Pty Ltd (D & R Preston)
	Unit 7	J & J Warhurst
	Unit 8	M Lam
	Unit 10	H Wilson
	Unit 14	J Costanzo
	Unit 16	K Paul
	Unit 19	R & V Calvert
	Unit 24	A Croft
	Signature Strata	E Palmer

Absentee Voting	Unit 28	M & P Spalding
------------------------	---------	----------------

Apologies	Unit 11	H Steade
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Proxy Holder	D & R Preston	Representing	J Bramwell (Unit 17)
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Chairperson	A Healy
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Quorum

The Chairperson advised that a quorum was not present. Under the Unit Titles (Management) Act 2011, at an owners corporation with 3 or more members, if a standard quorum is not present within 1/2 hour, a reduced quorum can be formed by 2 or more people who are present at the meeting and are entitled to vote.

EXECUTIVE COMMITTEE REPORT

The Treasurer 's report was noted. No questions were raised.

MINUTES

MOTION 1. *That the minutes of the previous annual general meeting held on 29 April 2025 are accepted.*

MOTION CARRIED

INSURANCE

The Owners Corporation holds building insurance for all defined parts of the building as well as Public Liability insurance over the common property as required by the Unit Titles (Management) Act 2011.

Insurance cover held by the Owners Corporation through is summarised below.

Insurer & Policy No:	LONGITUDE INSURANCE / LNG-STR- 20410431
Renewal Date:	13 December 2026
Building Sum Insured:	\$18,595,500.00
Excesses:	\$2,000.00 standard see policy for additional excess
Base Premium:	\$12,993.05
GST	\$1,594.17
Underwriting Agency Fee	\$350.00
Broker Fee	\$2,598.61
Workers Compensation	
Base Premium:	\$250.00
Admin Fee:	\$0
Broker Fee:	\$50.00
Fire Levy	\$4.50
GST	\$30.45
Signature Strata Commission	Signature Strata no longer take any commissions on insurance. Commission paid is based on the current policy, with renewal prior to transition away from nett policies.
Last insurance valuation report:	21 November 2023

An owner present requested that the agenda in future includes the lot owners fixtures and improvements coverage amount. The current policy includes up to \$300,000.00.

Renewal terms will be provided to the Executive Committee for advice and in the event advice is not forthcoming prior to renewal, insurances will be renewed as per the recommendation provided by the nominated broker.

Signature Strata recommends Unit Owners seek their own advice in relation to obtaining contents and liability insurance for their unit, as the insurance cover held by the Owners Corporation only covers the building structure (including permanent fixtures) and public liability claims that occur on common property. It does not include contents (i.e. carpet, furnishings and personal effects) within each individual unit, or public liability coverage on private property.

MOTION 2. *That the Owners Corporation insurance be confirmed as per the policy information provided with the meeting notice.*

MOTION CARRIED

MOTION 3. *That the Owners Corporation of UP202 endorse continued Brokerage services through the existing broker, Honan.*

MOTION CARRIED

MOTION 4. *That the Owners Corporation of authorise the Strata Manager to effect the statutory and additional insurances of the owners corporation.*

MOTION CARRIED

MOTION 5. *That the Owners Corporation of authorises the Strata Manager to obtain an insurance valuation, and that the level of insurance be adjusted in accordance Valuer's conclusion and recommendation.*

MOTION CARRIED

INSURANCE DISCLAIMER

Insurance disclaimer

Insurance services are provided through locally represented insurance broking firms, AllInsure, Arthur J Gallagher or Honan. Utilising the services of an independent broker ensures Owners Corporations have access to competitive premium offerings, receive expert advice and claims handling, leading to better coverage and claim outcomes.

Signature Strata is qualified to give general advice and information about insurance, which does not take into consideration the needs, objectives or particular financial circumstances of the Owners Corporation. If the Owners Corporation require specialist insurance advice, Signature Strata will refer the Owners Corporation to your nominated Broker. The Owners Corporation should read the Product Disclosure Statement and policy wording before making a decision to purchase the insurance.

All insurance policies arranged under this Agreement will be offered on a nett basis and will not be subject to the payment of any commissions to Signature Strata. Management fees have been adjusted to reflect the removal of commissions, which had previously subsidised the management fees.

INSURANCE CLAIMS

It was noted that there are no open claims.

FINANCIALS

MOTION 6. *That the independent audit report prepared by Kelly & Partners for the period ending 31 March 2026 be accepted.*

MOTION CARRIED

SINKING FUND

The Owners Corporation of UP202 obtained their Sinking Fund Forecast Report on 2 December 2018 to meet legislative requirements, and, pursuant to Section 85 of the Unit Titles (Management) Act 2011, the Sinking Fund Forecast will be renewed and updated prior to 2 December 2028. A copy of the Sinking Fund Forecast is available through the owners portal.

MOTION 7. *That the Owners Corporation adopt the Sinking Fund Forecast dated 1 May 2026 (as attached).*

MOTION CARRIED

PHYSICAL BUILDING STRUCTURAL DEFECTS

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners Corporation to consider physical building structural defects at each Annual General Meeting. The

Owners Corporation can only consider defects affecting common property or the Defined parts of the building specified in the Act.

ARGYLE SQUARE STAGE 1 is outside of the Builders Warranty period and does not need to record building defects. All items will be covered in Maintenance Items.

MAINTENANCE ISSUES

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners Corporation to consider maintenance issues (new or outstanding) at each General Meeting.

Uneven paving in various areas: The EC is currently still obtaining quotes for these works.

Painting & Potential Window replacements - a discussion was had in relation to the EC's brief investigation into the cost of replacing all windows and doors to aluminium. The one quote sought to date was excessive. Owners present expressed interest in obtaining at least 1 other quote to have a benchmark price in order to discuss further in future. Owners also requested that Signature investigate the previous painting costs to compare the options.

MAINTENANCE PLAN

MOTION 8. *That the Maintenance Plan be confirmed as adequate.*

MOTION CARRIED

FIRE SAFETY

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners corporation to review provisions and compliance with the national construction code for fire safety, and at each Annual General Meeting.

All emergency and fire systems are maintained to Australia Standards 1851 by your fire control contractor, Form1 Fire.

AUTHORISATIONS, DELEGATIONS & APPOINTMENTS

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners to assess the adequacy of authorisations, delegations and appointments.

The following authorisations, Delegations and Appointments are in place.

- The Executive Committee are authorised to make determinations regarding investment of funds into interest bearing term deposits.
- The Executive Committee are authorised to make determinations regarding appointment of service contractors.

BUDGET DEBATE

Levies are payable by the agreed due date. Interest of 10% accrues on unpaid levies.

AMENDED

MOTION 9. *That the proposed Administrative Fund Expenditure Budget of \$118,706.00 (plus GST) for the period 1 April 2026 to 31 March 2027 be adopted.*

MOTION CARRIED

Motion 9 was amended to increase the expenditure by \$1,400.00 to include a recently received quote from the fire contractors for the 5yrly testing of the fire extinguishers.

MOTION 10. *That the proposed Sinking Fund Expenditure Budget of \$15,763.00 (plus. GST) for the period 1 April 2026 to 31 March 2027 be adopted.*

MOTION CARRIED

MOTION 11. *That the Owners Corporation determines an Administrative Fund Levy Contribution of \$115,000.00(plus GST) for the twelve-month period, commencing 1 April 2026 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 01/06/2026, 01/09/2026, 01/12/2026 & 01/03/2027.*

MOTION CARRIED

*Please note the first levy due date of 01/06/2026 will be extended to 25/06/2026.

MOTION 12. *That the Owners Corporation determines a Sinking Fund Levy Contribution of \$14,123.00 (plus GST) for the twelve-month period, commencing 1 April 2026 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 01/06/2026, 01/09/2026, 01/12/2026 & 01/03/2027.*

MOTION CARRIED

*Please note the first levy due date of 01/06/2026 will be extended to 25/06/2026.

(Special Resolution):
MOTION 13. *That the Owners Corporation determines a Special Purpose (Painting) Fund Levy Contribution of \$21,779.00 (plus GST) for the twelve-month period, commencing 1 April 2026 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 01/06/2026, 01/09/2026, 01/12/2026 & 01/03/2027.*

MOTION CARRIED

*Please note the first levy due date of 01/06/2026 will be extended to 25/06/2026.

STRATA MANAGEMENT AGENCY AGREEMENT

Section 50 of the Unit Titles (Management) Act 2011 and Section 100 of the Agents Act, requires a Strata Managing Agent to have a written agreement with its client.

The Owners Corporation's current management agreement was signed on 17 November 2023 and expires on 17 November 2026. The contract is available through the owners portal.

Signature Strata have made a business decision to transition away from receiving insurance commissions. As a result, our Management Fee structure has been adjusted.

Please find attached, new Strata Management Agency Agreement

- MOTION 14.** That the Owners Corporation of UP202 agrees in accordance with Section 50 of the Unit Titles (Management) Act 2011, to the following:
- a. *That Signature Strata Pty Ltd be appointed as Managing Agent, for a period of three (3) years;*
 - b. *That the Owners Corporation delegate to the Managing Agent all functions of the Owners Corporation (other than those prohibited by the Act) necessary to enable the agent to carry out the agreed services and additional services if required;*
 - c. *That the Owners Corporation execute a written agreement to give effect to this appointment and delegation;*
 - d. *That the delegation to the agent is subject to the conditions and limitations listed in the agreement;*
 - e. *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 (where applicable).*
 - f. *That two members of the Owners Corporation/Executive Committee be authorised as signatories on behalf of the Owners Corporation to sign the Agency Agreement with Signature Strata.*
 - g. *If the contract is not signed within 28 days of the meeting date, the Agreement will be taken as being binding.*

MOTION CARRIED

Note – the meeting agreed to motion 14 subject to Signature Strata re-instating the 28 day notice policy. This was agreed by Signature Strata Management.

EXECUTIVE COMMITTEE

- MOTION 15.** *That the Owners Corporation determine the number of members to form the Executive Committee until the next Annual General Meeting, with the appointment of those members to take place at this meeting.*

The following five (5) owners were elected to form the Executive Committee:

N Curtis (Unit 2)
D Preston (Unit 4)
M Lam (Unit 8)
J Bramwell (Unit 17)
1x Casual vacancy

MOTION CARRIED

GENERAL BUSINESS

Thank you – Owners present would like to thank the EC members for all their work through out the year, and especially Jess for replacing the convex mirror in driveway.

Drug Paraphernalia – An owner wanted to raise awareness that there has been an increase in drug paraphernalia around Allambee Street near the garages. The Committee is currently considering any options to assist in deterring the use of the area for this purpose.

Gardening Committee – will remain the same. Please find gardening report attached to the minutes.

CLOSURE

There being no further business the chairperson declared the meeting closed at 7:05 PM

Units Plan No. 202

PROPOSED ANNUAL BUDGET

		ACTUAL 01/04/25-31/03/26	BUDGET 01/04/25-31/03/26	BUDGET 01/04/26-31/03/27
100	<u>ADMINISTRATIVE FUND</u>			
1000	<u>INCOME</u>			
101	Levies - Administrative Fund	120,000.00	120,000.00	115,000.00
1095	Interest On Overdue Levies	216.42	0.00	0.00
1191	<u>TOTAL ADMIN. FUND INCOME</u>	120,216.42	120,000.00	115,000.00
120	<u>EXPENDITURE - ADMIN. FUND</u>			
12110	Accounting - Bas / Ias Fees	1,050.00	1,000.00	1,000.00
12125	Accounting - Tax Return	1,500.00	200.00	500.00
12539	Admin Fee - Audit Preparation	500.00	500.00	500.00
12905	Auditors - Audit Services	990.00	990.00	1,040.00
13311	Bank Charges - Transaction Fee	108.95	150.00	150.00
13701	Cleaning - Contract	8,047.50	9,600.00	9,300.00
13705	Cleaning - Bins & Enclosures	1,623.50	1,400.00	1,920.00
13706	Cleaning - Building	0.00	500.00	500.00
137075	Cleaning - Carpets	845.45	1,000.00	1,000.00
13710	Cleaning - Gutter	4,240.00	3,200.00	4,452.00
14115	Common Property - Compliance	89.00	88.00	89.00
14128	Common Property - Meeting Room	0.00	85.00	0.00
14130	Common Property - Misc	191.69	300.00	300.00
14345	Consultant - Fees	810.45	0.00	0.00
144	Contingency	4,000.00	4,000.00	2,000.00
14915	Fire Protection Contract	597.40	580.00	600.00
14920	Fire Prtc-Repairs & Servicing	0.00	500.00	1,900.00
15301	Garden & Grounds - Contract	17,690.96	17,500.00	15,435.00
15307	Garden & Grounds - General	1,758.55	1,500.00	5,000.00
15310	Garden & Grounds - Irrigation	1,764.19	700.00	1,000.00
15320	Garden & Grounds - Trees	4,587.95	1,500.00	2,500.00
15715	Insurance - Excess	0.00	2,300.00	2,000.00
15725	Insurance - Premium	16,246.16	39,000.00	20,000.00
16510	Maintenance - Building	4,175.04	500.00	3,500.00
165256	Maintenance - Doors/Windows	0.00	500.00	500.00
165257	Maintenance - Driveway	1,810.00	0.00	0.00
16535	Maintenance - Electrical	1,575.00	1,500.00	1,500.00
16605	Maintenance - Locks	0.00	500.00	500.00
16630	Maintenance - Plumbing	1,295.00	2,000.00	2,000.00
16645	Maintenance - Roof	5,680.00	2,000.00	2,000.00

Units Plan No. 202

PROPOSED ANNUAL BUDGET

		ACTUAL 01/04/25-31/03/26	BUDGET 01/04/25-31/03/26	BUDGET 01/04/26-31/03/27
17004	Management Fees - Contract	11,761.05	12,000.00	16,800.00
17005	Management Fees - Additional	150.00	1,720.00	1,720.00
17006	Management Fees - Arrears Debt	(930.00)	0.00	0.00
17007	Management Fees - Arrears	930.00	0.00	0.00
17025	Management Fees Owners Portal	128.04	120.00	0.00
18505	Utilities - Electricity	1,923.87	2,000.00	2,000.00
18520	Utilities - Water & Sewerage	16,239.69	13,000.00	17,000.00
18707	Waste Management -Services	45.45	0.00	0.00
189	<u>TOTAL ADMIN. EXPENDITURE</u>	111,424.89	122,433.00	118,706.00
190	<u>SURPLUS / DEFICIT</u>	\$ 8,791.53	\$ (2,433.00)	\$ (3,706.00)
195	Opening Admin. Balance	42,127.01	42,127.01	50,918.54
199	<u>ADMINISTRATIVE FUND BALANCE</u>	\$ 50,918.54	\$ 39,694.01	\$ 47,212.54
100A	NUMBER OF UNITS OF ENTITLEMENT:		10,000	10,000
100B	AMOUNT PER UNIT OF ENTITLEMENT:		\$ 12.000000	\$ 11.500000

Units Plan No. 202

PROPOSED ANNUAL BUDGET

		ACTUAL 01/04/25-31/03/26	BUDGET 01/04/25-31/03/26	BUDGET 01/04/26-31/03/27
200	<u>SINKING FUND</u>			
2000	<u>INCOME</u>			
201	Levies - Sinking Fund	14,926.08	14,926.00	14,123.00
2070	Interest On Investments	3,498.33	0.00	0.00
2095	Interest On Overdue Levies	29.84	0.00	0.00
2191	<u>TOTAL SINKING FUND INCOME</u>	18,454.25	14,926.00	14,123.00
220	<u>EXPENDITURE - SINKING FUND</u>			
23005	Building Improvements	0.00	1,230.00	0.00
25308	Garden & Grounds - General	0.00	3,224.00	3,385.00
26510	Maintenance - Building	0.00	11,055.00	11,608.00
26579	Maintenance - Lighting	0.00	0.00	770.00
26645	Maintenance - Roof	16,045.00	0.00	0.00
289	<u>TOTAL SINK. FUND EXPENDITURE</u>	16,045.00	15,509.00	15,763.00
290	<u>SURPLUS / DEFICIT</u>	\$ 2,409.25	\$ (583.00)	\$ (1,640.00)
295	Opening Sinking Fund Balance	97,770.51	97,770.51	100,179.76
299	<u>SINKING FUND BALANCE</u>	\$ 100,179.76	\$ 97,187.51	\$ 98,539.76
200A	NUMBER OF UNITS OF ENTITLEMENT:		10,000	10,000
200B	AMOUNT PER UNIT OF ENTITLEMENT:		\$ 1.492600	\$ 1.412300

Units Plan No. 202

PROPOSED ANNUAL BUDGET

		ACTUAL 01/04/25-31/03/26	BUDGET 01/04/25-31/03/26	BUDGET 01/04/26-31/03/27
31100	<u>SF - PAINTING</u>			
311000	<u>INCOME</u>			
31101	Levies	17,352.01	20,074.00	21,779.00
311095	Interest On Overdue Levies	29.46	0.00	0.00
311191	<u>TOTAL INCOME</u>	17,381.47	20,074.00	21,779.00
31189	<u>TOTAL EXPENDITURE</u>	0.00	0.00	0.00
31190	<u>SURPLUS/DEFICIT</u>	\$ 17,381.47	\$ 20,074.00	\$ 21,779.00
31195	Opening Balance	37,874.05	37,874.05	55,255.52
31199	<u>SF - PAINTING BALANCE</u>	\$ 55,255.52	\$ 57,948.05	\$ 77,034.52

Units Plan No. 202

LOT BUDGET SUMMARY

31/03/2027

If the foregoing budget is adopted levies (including GST) for the specified period payable quarterly will be as follows:

Administrative Fund						Sinking Fund			
Lot No	Unit No	Entitlement	Gross	Discount	Net	Gross	Discount	Net	Net Total
1	1	391	1,236.54	0.00	1,236.54	151.86	0.00	151.86	1,388.40
2	2	453	1,432.61	0.00	1,432.61	175.94	0.00	175.94	1,608.55
3	3	433	1,369.36	0.00	1,369.36	168.17	0.00	168.17	1,537.53
4	4	399	1,261.84	0.00	1,261.84	154.96	0.00	154.96	1,416.80
5	5	440	1,391.50	0.00	1,391.50	170.89	0.00	170.89	1,562.39
6	6	403	1,274.49	0.00	1,274.49	156.52	0.00	156.52	1,431.01
7	7	450	1,423.12	0.00	1,423.12	174.77	0.00	174.77	1,597.89
8	8	477	1,508.51	0.00	1,508.51	185.26	0.00	185.26	1,693.77
9	9	426	1,347.22	0.00	1,347.22	165.45	0.00	165.45	1,512.67
10	10	426	1,347.22	0.00	1,347.22	165.45	0.00	165.45	1,512.67
11	11	278	879.18	0.00	879.18	107.97	0.00	107.97	987.15
12	12	293	926.61	0.00	926.61	113.80	0.00	113.80	1,040.41
13	13	351	1,110.04	0.00	1,110.04	136.32	0.00	136.32	1,246.36
14	14	336	1,062.60	0.00	1,062.60	130.50	0.00	130.50	1,193.10
15	15	326	1,030.98	0.00	1,030.98	126.61	0.00	126.61	1,157.59
16	16	313	989.86	0.00	989.86	121.56	0.00	121.56	1,111.42
17	17	278	879.18	0.00	879.18	107.97	0.00	107.97	987.15
18	18	293	926.61	0.00	926.61	113.80	0.00	113.80	1,040.41
19	19	351	1,110.04	0.00	1,110.04	136.32	0.00	136.32	1,246.36
20	20	336	1,062.60	0.00	1,062.60	130.50	0.00	130.50	1,193.10
21	21	326	1,030.98	0.00	1,030.98	126.61	0.00	126.61	1,157.59
22	22	313	989.86	0.00	989.86	121.56	0.00	121.56	1,111.42
23	23	277	876.01	0.00	876.01	107.58	0.00	107.58	983.59
24	24	293	926.61	0.00	926.61	113.80	0.00	113.80	1,040.41
25	25	351	1,110.04	0.00	1,110.04	136.32	0.00	136.32	1,246.36
26	26	336	1,062.60	0.00	1,062.60	130.50	0.00	130.50	1,193.10
27	27	328	1,037.30	0.00	1,037.30	127.39	0.00	127.39	1,164.69
28	28	323	1,021.49	0.00	1,021.49	125.45	0.00	125.45	1,146.94
Total			\$31,625.00	\$0.00	\$31,625.00	\$3,883.83	\$0.00	\$3,883.83	\$35,508.83

Totals: **\$31,625.00 \$0.00 \$31,625.00 \$3,883.83 \$0.00 \$3,883.83 \$35,508.83**

Garden Report 2025/2026

The gardens have been maintained with the help of our gardeners for the past year. We started the year with the team from Territory Horticulture. They were busy as their contract came up for renewal with lawns treated for moss, fertilised, de-cored and some lawn seed spread. They also did a spray for scarab grub. This improved our lawns as we came into spring.

However it was decided to reach out to other garden contractors as the current contract was up for renewal. Territory were mostly mowing and blowing and anything extra was driven by the garden committee and little was being done to improve our garden-scape.

We had a change of gardener in December with Johmanus now our current contractor. Luke is the owner of this business and a trained horticulturist. The great hope is that he will see what needs to be done and won't need as much input on a regular basis from the garden committee.

Since our last AGM there have been two garden beds created in the common courtyard area- one outside unit 17 and one outside townhouse 7. Other than rabbit/possum damage to the convolvulus, both beds have created some interest and provided definition in the garden space.

The rather sad looking lavender in the Ainslie St garden was also removed and the possum guard on the Chinese pistachio was taken off. It was thought the tree could now cope if the possums found it an attractive option in the future.

Canopy Trees came and did a check on the big trees in September and work was carried out based on the assessment generated. The Liquid Amber o/s townhouse 7 and the Mannifera at the back of the complex both received attention in December. A further visit was made in March when the canopy weight and dead wood in the Ash tree o/s unit 14 was undertaken.

Red Robin bushes were planted along Allambee Street and guards made to protect them. However, this was not enough to put off those who love to steal trees and by January they were no longer there. Since that time we planted a few cuttings taken from the Aucuba (sometimes referred to as the Gold Dust Tree) that exist throughout the gardens and felt as no money was being invested the risk was worth it. A couple have survived and in time may grow. Some of the same cuttings have also been planted along the colourbond fence behind the diosma on Allambee Street and in the garden bed within the complex also on the Allambee St side. These cuttings are doing well as it is far more shaded and favourable to their preferred growing conditions.

Irrigation of the whole has been working well, and that managed on the Allambee St side by Dave Preston, shows the plants showing improvement since the water has been restored. The irrigation has now however been cut back to a couple of times a week (Tues and Friday for just 1 hour) in response to our cooler days.

Luke from Johmanus is controlling the lawn and garden irrigation in the main areas. It is a juggle to keep the lawns moist but not too wet as we don't want to encourage the moss problem we have had. We do however find that we are having pipe problems with several significant leaks during the year. With large trees comes root issues and it is something we need to factor into our budget.

Most recently lawns have been fertilised and mulching has started also. Hopefully we will see positive results with our plants and lawns following these applications.

The rhododendrons and azaleas near townhouse 7 have had some treatment. The other azaleas will get similar applications in the coming weeks.

During the year we have had a couple of garden walk arounds to take note of issues that need further attention (which we have passed onto the Gardener). We continue to offer guidance without being too prescriptive.

To Lesley from unit 25, a big shout out for the work she does in the corner bed at the backside of unit 26, as well as the watering of the garden beds which don't have irrigation on the Allambee St side.

AND LASTLY, a big thank you to everyone who takes an interest in our gardens - it does not go unnoticed and is definitely greatly appreciated.

Rosemary Preston
(on behalf of the Garden Committee)

Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A. Details of reduced quorum decisions

A1	The Owners - Units Plan No	UP202
A2	General Meeting: Date (or dates) of general meeting at which the reduced quorum decision or decisions were made 29/04/2025 ☒ Regularly convened ☐ Convened after adjournment The general meeting was regularly convened (not following any adjournment under UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3). The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).	
A3	Reduced quorum decisions	If there is insufficient space below, tick ☒ and attach details to the notice
	Date of decision	Full text of reduced quorum decision
	06/05/2025	See attached Minutes
	___ / ___ / ____	
A4	Owners Corporation declaration	
	06/05/2025 Date of affixing of seal Signature:  Designation: Strata Manager	

Part B. Details of reduced quorum decisions

B1 What is a reduced quorum decision?

- A reduced quorum decision is a decision of a general meeting of the Owners Corporation made while a quorum (a reduced quorum) smaller than a standard quorum was present.
- A standard quorum is those people entitled to vote (on the motion) in relation to not less than $\frac{1}{2}$ the total number of units (see UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).

There are 2 types of reduced quorum decision, requiring different reduced quorums.

Reduced quorum decisions made at regularly-convened general meetings

- If, within $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a standard quorum for the motion (see above) is not present a reduced quorum decision may be made if a reduced quorum (see next point) is then present for consideration of the motion (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).
- At a regularly-convened general meeting, a reduced quorum means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

- If, within $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a standard quorum for the motion (see above) nor a reduced quorum (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).
- If, within $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a reduced quorum made up by anyone then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).
- Such a reduced quorum (of anyone present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).

B2 When does a reduced quorum decision take effect?

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's date of effect) (UTMA s 3.11 (1), part 3.1, Schedule 3).
- However, this does not apply if the decision is disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s 3.11 (3) – (5), part 3.1, Schedule 3).

B3 How may reduce quorum decisions be disallowed?

Reduced quorum decisions may be disallowed by petition (UTMA s 3.11 (3), part 3.1, schedule 3). The petition must—

- state the resolution or resolutions to which it applies; and

- be signed by a majority of persons entitled to vote at a general meeting of the owners corporation (a person may sign whether or not he or she attended the meeting); and

- be given to the owners corporation before the decision's date of effect (see B2 above).

B4 How may reduced quorum decisions be confirmed?

- A reduced-quorum decision may be confirmed by a general meeting of the Owners Corporation held before the decision's date of effect (see B2 above).
- For the confirmation to be valid, a standard quorum must be present when the confirmation motion is considered at the later general meeting (see B1 above).
- If a decision is confirmed, it takes effect from the date of the later general meeting whether or not a petition is given to the owners (UTMA s 3.11 (4), part 3.1, schedule 3).

B5 How may reduced quorum decisions be revoked?

- A reduced-quorum decision may be revoked by a general meeting of the Owners Corporation held at any time, whether or not the decision has earlier been confirmed.
- A revocation is valid whether a standard quorum or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s 3.11 (5), part 3.1, schedule 3).



**MINUTES OF THE ANNUAL GENERAL MEETING OF THE
OWNERS OF UNITS PLAN 202 "ARGYLE SQUARE STAGE 1"
3 ALLAMBEE STREET, REID ACT 2612**

DATE HELD: Tuesday 29 April 2025 - 5:00 PM

VENUE: 17/11 National Circuit, Barton ACT, Australia
Signature Strata Office + Zoom | Meeting ID: 879 1376 5268 |
Passcode: 921027

Present

Unit 1	A Healy	In Person
Unit 1	S Meredith	In Person
Unit 4	D Preston	In Person
Unit 4	R Preston	In Person
Unit 7	J Warhurst	In Person
Unit 7	J. Warhurst	In Person
Unit 8	M Lam	In Person
Unit 10	H Wilson	Zoom
Unit 11	H Stead	Zoom
Unit 14	J Costanzo	Zoom
Unit 16	K Paul	Zoom
Unit 17	J Bramwell	In Person
Unit 19	R Calvert	Zoom
Unit 19	V Calvert	Zoom
Signature Strata	E Palmer	In Person

Absentee Voting

Unit 9	K Tsokhas	Voting Paper
Unit 13	A Jones	Voting Paper
Unit 28	P Spalding	Voting Paper

Apologies

R Long	Unit 27
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Proxy Holder

A Healy
J Warhurst

Representing

M Heffernan (Unit 6)
W Heffernan (Unit 3)

Chairperson

J Bramwell

Quorum

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

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

MEETING FORMALITIES

Noting of chairperson, acceptance of proxies and absentee votes and apologies.

EXECUTIVE COMMITTEE REPORT

The Treasurers report & the Gardening Committee report were noted. A discussion was had on whether the Owners Corporation would like to adjust the Administrative Fund levies to \$120,000.00 or further to \$112,433.00 as suggested by an owner. Advice was provided by Signature Strata, to keep in mind quarterly running costs, and the time before the first lot of levies, from a cash-flow perspective. A decision was made in budget section of the meeting.

Following on from the gardening committee report, it was raised that the tree inspection is due this year and owners agreed to continue obtaining the report with Canopy Trees. Concerns of the current gardener's attendance was raised, and it was decided that Signature Strata will obtain 1-2 quotes from alternative companies to ensure UP202 is receiving a competitive price for service.

It was also discussed that there have been a large number of irrigation bursts and consequent repairs in the last few months. It was agreed to have an irrigation specialist, such as Waterland to assess the irrigation system and provide any recommendations and quotes on upgrading the system.

MINUTES

MOTION 1. *That the minutes of the previous general meeting held on 28th January 2025 are accepted.*

MOTION CARRIED

INSURANCE

The Owners Corporation holds building insurance for all defined parts of the building as well as Public Liability insurance over the common property as required by the Unit Titles (Management) Act 2011.

Insurance cover held by the Owners Corporation through Honan is summarised below.

Insurer & Policy No:	CHU / 14P003337UPK
Renewal Date:	13 December 2025
Building Sum Insured:	\$17,710,000.00
Excesses:	\$2,000.00 \$2,500.00 water damage
Base Premium:	\$28,639.15
Underwriting Agency Fee	\$150.00
Broker Fee	\$5,727.83
GST	\$3,451.70
Signature Strata Commission	\$5,727.83
Workers Compensation	
Renewal Date	13 December 2025
Base Premium	\$250.00
Broker Fee	\$50.00
Fire Levy	\$5.00
GST	\$30.50

Signature Strata Commission	\$12.50
Commission Schedule	Up to 25% of the base premium
Last insurance valuation report:	January 2024
Please refer to attached Certificate of Currency for details of the sum insured limits	

Note – Signature Strata recommends that Unit Owners seek their own contents and liability insurance for their unit, as the insurance cover held by the Owners Corporation only covers the building structure (including permanent fixtures) and public liability claims that occur on common property. It does not include contents (i.e. carpet, furnishings and personal effects) within each individual unit.

MOTION 2. *That the Owners Corporation insurance be confirmed as per the policy information provided with the meeting notice.*

MOTION CARRIED

MOTION 3. *That the Owners Corporation of UP202 endorse continued Brokerage services through the existing broker, Honan for the current period.*

MOTION CARRIED

MOTION 4. *That the Owners Corporation authorise the Strata Manager to effect the statutory and additional insurances of the owners corporation.*

MOTION CARRIED

INSURANCE CLAIMS

It was noted that there are currently no open claims.

FINANCIALS

Schedule 2 Part 2.1 1(g) of the Unit Titles (Management) Act 2011 states that an Executive Committee must arrange for the financial records of the Units Plan to be audited before the Annual General Meeting if either (i) units number greater than 100, or (ii) the annual budget is greater than \$250,000.00. This includes the bank balance at the start of the financial year, including any investment accounts, all expected Administrative & Sinking Fund income, and any additional income such as special purpose fund contributions and insurance recoveries.

Financial reports for the period ending 31st March 2025 were audited by Kelly & Partners, with their report dated 9th April 2025.

MOTION 5. *That the independent audit report prepared by Kelly & Partners for the period ending 31st March 2025 be accepted.*

Note: It was raised by an owner that they would like the oncoming Executive Committee to consider investing more funds from the Sinking Fund in term deposits.

MOTION CARRIED

SINKING FUND

The Owners Corporation of UP202 updated their Sinking Fund Forecast Report on 4th April 2025 to meet legislative requirements, and, pursuant to Section 85 of the Unit Titles (Management) Act 2011, the Sinking Fund Forecast will be renewed and updated prior to 4th April 2029.

MOTION 6. *That the Owners Corporation adopt the Sinking Fund Forecast dated 4th April 2025.*

MOTION CARRIED

PHYSICAL BUILDING STRUCTURAL DEFECTS

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners Corporation to consider physical building structural defects at each Annual General Meeting. The Owners Corporation can only consider defects affecting common property or the Defined parts of the building specified in the Act.

ARGYLE SQUARE STAGE 1 is outside of the Builders Warranty period and does not need to record building defects. All items will be covered in Maintenance Items.

MAINTENANCE ISSUES

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners Corporation to consider maintenance issues (new or outstanding) at each General Meeting.

Current Maintenance Items:

- Uneven Paving on the garden side pathway
- Broken bin room door closer
- Roof leaks to U7 & U10
- Broken rainbucket downpipe outside U4 garage
- Gutter cleaning
- Unit 20 Courtyard entry gate
- Grouting to pathway to Units 23-28

MAINTENANCE PLAN

MOTION 7. *That the Maintenance Plan be confirmed as adequate.*

MOTION CARRIED

FIRE SAFETY

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners corporation to review provisions and compliance with the national construction code for fire safety, and at each Annual General Meeting.

All emergency and fire systems are maintained to Australia Standards 1851 by your fire control contractor, Form1 Fire.

AUTHORISATIONS, DELEGATIONS & APPOINTMENTS

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners to assess the adequacy of authorisations, delegations and appointments.

The following authorisations, Delegations and Appointments are in place.

- The Executive Committee are authorised to make determinations regarding investment of funds into interest bearing term deposits.
- The Executive Committee are authorised to make determinations regarding appointment of service contractors.

BIKE RACK

MOTION 8. *That the Owners Corporation of UP202 agree to install a common bike rack on common property between garages 22 & 27, with costs to be expended from the Sinking Fund of no more than \$1500.00.*

MOTION WITHDRAWN

Note: It was discussed that the 2 proposed locations for the bike rack required further investigations due to safety concerns raised (with the large tree above) for the initial proposed location, and the majority of owners were not in favour of losing a visitors car space. The Executive Committee will investigate other options of locations or alternate plans to ensure it is safe and secure for all residents.

Whilst on the topic of the location between garages 22 & 27, and the location of where the green bins are currently being stored, concerns were raised by owners that these should be relocated. Signature Strata and the Executive Committee to source quotes from the gardener to clear the small bushes and agapanthus near the bin room, to make space for the green bins.

BUDGET DEBATE

Levies are payable by the agreed due date. Interest of 10% accrues on unpaid levies.

MOTION 9. *That the proposed Administrative Fund budget of \$122,433.00 (plus GST) for the period 1st April 2025 to 31st March 2026 be adopted.*

MOTION CARRIED

MOTION 10. *That the proposed Sinking Fund Expenditure Budget of \$15,509.00 (plus GST) for the period 1st April 2025 to 31st March 2026 be adopted.*

MOTION CARRIED

AMMENDED MOTION 11. *That the Owners Corporation determines an Administrative Fund Levy Contribution of \$120,000.00 (plus GST) for the twelve-month period, commencing 1st April 2025 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 01/06/2025, 01/09/2025, 01/12/2025 & 01/03/2026.*

MOTION CARRIED

Note: It was recommended by an owner and the Treasurer to reduce the Administrative Fund Levy Contribution slightly, to be in line with the previous years levy. Majority vote was in favour to reduce the contribution to \$120,000.00.

MOTION 12. *That the Owners Corporation determines a Sinking Fund Levy Contribution of \$14,926.00 (plus GST) for the twelve-month period, commencing 1st April 2025 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 01/06/2025, 01/09/2025, 01/12/2025 & 01/03/2026.*

MOTION CARRIED

MOTION 13. *That the Owners Corporation determines a Special Purpose Sinking Fund - Painting Levy Contribution of \$35,000.00 (plus GST) for the purposes of funding building painting work for the twelve-month period, commencing 1st April 2025 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 01/06/2025, 01/09/2025, 01/12/2025 & 01/03/2026.*

MOTION CARRIED

* Please note the levy due date of 01/06/2025 will be extended to 04/06/2025.

RULE AMENDMENTS AND ADDITIONS

Schedule 2 Part 2.1 1(h) of the Unit Titles (Management) Act 2011 states that an Executive Committee must maintain an up-to-date consolidated version of the Rules of the Owners Corporation. Signature Strata and the committee have worked closely to develop rules specific to Units Plan 202 . These are attached for your consideration.

MOTION 14. (Special Resolution):
That the Owners Corporation adopt the amended Rule 1.4 and additional Rule 1.23 as attached and that they are registered under the Land Titles (Unit Titles) Act 1970

MOTION CARRIED

STRATA MANAGEMENT AGENCY AGREEMENT

Section 50 of the Unit Titles (Management) Act 2011 and Section 100 of the Agents Act, requires a Strata Managing Agent to have a written agreement with its client.

The Owners Corporation's current management agreement was signed on 17th November 2023 and expires on 17th November 2026. The contract is available through the owners portal.

EXECUTIVE COMMITTEE

MOTION 15. *That the Owners Corporation determine the number of members to form the Executive Committee until the next Annual General Meeting, with the appointment of those members to take place at this meeting.*

MOTION CARRIED

The Following owners were elected to form the Committee:

A Healy (Unit1)
D Preston (Unit 4)
M Lam (Unit 8)
J Bramwell (Unit 17)
Vacant Position

The Following owners were elected to form the Gardening Committee:

R Preston (Unit 4)
J Warhurst (Unit 7)
J Costanzo (Unit 14)
K Paul (Unit 16)

GENERAL BUSINESS

Solar & EV Charging – There was a brief discussion on investigating Solar feasibility for the complex. Owners to investigate themselves if they wish to install. This is likely to only be suitable for the townhouse units, and the common power if garage roofs were used for the panels. EV Charging was also raised to keep an eye on if any residents are planning on purchasing an EV vehicle or notice any in the complex, other than the 1 current disclosed vehicle. It is likely an electrician will need to assess the load capacity before proceeding. To be discussed further with the Executive Committee as required.

CLOSURE

There being no further business the chairperson declared the meeting closed at 6:53 PM

Units Plan No. 202

PROPOSED ANNUAL BUDGET

	ACTUAL 01/04/24-31/03/25	BUDGET 01/04/24-31/03/25	BUDGET 01/04/25-31/03/26
<u>ADMINISTRATIVE FUND</u>			
<u>INCOME</u>			
Levies - Administrative Fund	120,000.00	125,100.00	120,000.00
Interest On Overdue Levies	98.97	0.00	0.00
Insurance Recoveries	5,897.20	0.00	0.00
TOTAL ADMIN. FUND INCOME	125,996.17	125,100.00	120,000.00
<u>EXPENDITURE - ADMIN. FUND</u>			
Accounting - Bas / Ias Fees	750.00	1,100.00	1,000.00
Accounting - Tax Return	420.00	0.00	200.00
Admin Fee - Audit Preparation	500.00	500.00	500.00
Auditors - Audit Services	990.00	990.00	990.00
Bank Charges - Transaction Fee	128.25	50.00	150.00
Cleaning - Contract	9,160.00	8,700.00	9,600.00
Cleaning - Bins & Enclosures	918.00	1,400.00	1,400.00
Cleaning - Building	148.50	500.00	500.00
Cleaning - Carpets	0.00	1,000.00	1,000.00
Cleaning - Gutter	620.00	3,500.00	3,200.00
Common Property - Compliance	88.00	0.00	88.00
Common Property - Meeting Room	81.82	410.00	85.00
Common Property - Misc	365.81	300.00	300.00
Contingency	0.00	0.00	4,000.00
Fire Protection Contract	580.00	0.00	580.00
Fire Prcn-Repairs & Servicing	700.60	1,000.00	500.00
Garden & Grounds - Contract	16,404.54	18,000.00	17,500.00
Garden & Grounds - General	1,515.44	1,500.00	1,500.00
Garden & Grounds - Irrigation	590.32	500.00	700.00
Garden & Grounds - Trees	1,600.00	2,500.00	1,500.00
Insurance - Excess	2,272.73	2,500.00	2,300.00
Insurance - Premium	34,821.98	42,000.00	39,000.00
Legal Services	332.73	0.00	0.00
Maintenance - Building	170.00	2,500.00	500.00
Maintenance - Doors/Windows	0.00	500.00	500.00
Maintenance - Driveway	0.00	500.00	0.00
Maintenance - Electrical	1,406.00	500.00	1,500.00
Maintenance - Fencing	1,709.09	1,800.00	0.00
Maintenance - General	2,375.09	1,000.00	0.00

Units Plan No. 202

PROPOSED ANNUAL BUDGET

	ACTUAL 01/04/24-31/03/25	BUDGET 01/04/24-31/03/25	BUDGET 01/04/25-31/03/26
Maintenance - Lighting	324.00	0.00	0.00
Maintenance - Locks	0.00	500.00	500.00
Maintenance - Plumbing	10,964.00	500.00	2,000.00
Maintenance - Roof	589.00	1,500.00	2,000.00
Management Fees - Contract	11,363.38	11,200.00	12,000.00
Management Fees - Additional	150.00	150.00	1,720.00
Management Fees - Arrears Debt	(520.00)	0.00	0.00
Management Fees - Arrears	595.00	0.00	0.00
Management Fees Owners Portal	243.35	0.00	120.00
Pest Control Treatment	0.00	1,000.00	0.00
Utilities - Electricity	0.00	2,500.00	2,000.00
Utilities - Water & Sewerage	12,202.20	14,500.00	13,000.00
TOTAL ADMIN. EXPENDITURE	114,559.83	125,100.00	122,433.00
<u>SURPLUS / DEFICIT</u>	\$ 11,436.34	\$ 0.00	\$ (2,433.00)
Opening Admin. Balance	30,690.67	30,690.67	42,127.01
<u>ADMINISTRATIVE FUND BALANCE</u>	\$ 42,127.01	\$ 30,690.67	\$ 39,694.01
NUMBER OF UNITS OF ENTITLEMENT:		10,000	10,000
AMOUNT PER UNIT OF ENTITLEMENT:		\$ 12.510000	\$ 12.000000

Units Plan No. 202

PROPOSED ANNUAL BUDGET

	ACTUAL 01/04/24-31/03/25	BUDGET 01/04/24-31/03/25	BUDGET 01/04/25-31/03/26
<u>SINKING FUND</u>			
<u>INCOME</u>			
Levies - Sinking Fund	15,697.96	15,698.00	14,926.00
Sinking Fund - Rounding Adj	0.05	0.00	0.00
Interest On Investments	700.56	0.00	0.00
Interest On Overdue Levies	20.07	0.00	0.00
<u>TOTAL SINKING FUND INCOME</u>	16,418.64	15,698.00	14,926.00
<u>EXPENDITURE - SINKING FUND</u>			
Building Improvements	0.00	0.00	1,230.00
General Replacements	0.00	10,630.00	0.00
Garden & Grounds - General	0.00	3,100.00	3,224.00
Maintenance - Building	0.00	0.00	11,055.00
Maintenance - Driveways	8,657.00	7,956.00	0.00
Maintenance - Lighting	0.00	713.00	0.00
Transfer To Special Purpose	18,560.00	0.00	0.00
<u>TOTAL SINK. FUND EXPENDITURE</u>	27,217.00	22,399.00	15,509.00
<u>SURPLUS / DEFICIT</u>	\$ (10,798.36)	\$ (6,701.00)	\$ (583.00)
Opening Sinking Fund Balance	108,568.87	108,568.87	97,533.36
<u>SINKING FUND BALANCE</u>	\$ 97,770.51	\$ 101,867.87	\$ 96,950.36
NUMBER OF UNITS OF ENTITLEMENT:		10,000	10,000
AMOUNT PER UNIT OF ENTITLEMENT:		\$ 1.569800	\$ 1.492600

Units Plan No. 202

PROPOSED ANNUAL BUDGET

	ACTUAL 01/04/24-31/03/25	BUDGET 01/04/24-31/03/25	BUDGET 01/04/25-31/03/26
<u>SF - PAINTING</u>			
<u>INCOME</u>			
Levies	19,301.80	19,302.00	20,074.00
Transfer From Sinking Fund	18,560.00	0.00	0.00
Interest On Overdue Levies	12.25	0.00	0.00
<u>TOTAL INCOME</u>	37,874.05	19,302.00	20,074.00
<u>TOTAL EXPENDITURE</u>	0.00	0.00	0.00
<u>SURPLUS/DEFICIT</u>	\$ 37,874.05	\$ 19,302.00	\$ 20,074.00
Opening Balance	0.00	0.00	37,874.05
<u>SF - PAINTING BALANCE</u>	\$ 37,874.05	\$ 19,302.00	\$ 57,948.05

Units Plan No. 202

LOT BUDGET SUMMARY

31/03/2026

If the foregoing budget is adopted levies (including GST) for the specified period payable quarterly will be as follows:

		Administrative Fund				Sinking Fund			
Lot No	Unit No	Entitlement	Gross	Discount	Net	Gross	Discount	Net	Net Total
1	1	391	1,290.30	0.00	1,290.30	160.49	0.00	160.49	1,450.79
2	2	453	1,494.90	0.00	1,494.90	185.94	0.00	185.94	1,680.84
3	3	433	1,428.90	0.00	1,428.90	177.73	0.00	177.73	1,606.63
4	4	399	1,316.70	0.00	1,316.70	163.78	0.00	163.78	1,480.48
5	5	440	1,452.00	0.00	1,452.00	180.60	0.00	180.60	1,632.60
6	6	403	1,329.90	0.00	1,329.90	165.42	0.00	165.42	1,495.32
7	7	450	1,485.00	0.00	1,485.00	184.71	0.00	184.71	1,669.71
8	8	477	1,574.10	0.00	1,574.10	195.79	0.00	195.79	1,769.89
9	9	426	1,405.80	0.00	1,405.80	174.86	0.00	174.86	1,580.66
10	10	426	1,405.80	0.00	1,405.80	174.86	0.00	174.86	1,580.66
11	11	278	917.40	0.00	917.40	114.11	0.00	114.11	1,031.51
12	12	293	966.90	0.00	966.90	120.27	0.00	120.27	1,087.17
13	13	351	1,158.30	0.00	1,158.30	144.07	0.00	144.07	1,302.37
14	14	336	1,108.80	0.00	1,108.80	137.92	0.00	137.92	1,246.72
15	15	326	1,075.80	0.00	1,075.80	133.81	0.00	133.81	1,209.61
16	16	313	1,032.90	0.00	1,032.90	128.48	0.00	128.48	1,161.38
17	17	278	917.40	0.00	917.40	114.11	0.00	114.11	1,031.51
18	18	293	966.90	0.00	966.90	120.27	0.00	120.27	1,087.17
19	19	351	1,158.30	0.00	1,158.30	144.07	0.00	144.07	1,302.37
20	20	336	1,108.80	0.00	1,108.80	137.92	0.00	137.92	1,246.72
21	21	326	1,075.80	0.00	1,075.80	133.81	0.00	133.81	1,209.61
22	22	313	1,032.90	0.00	1,032.90	128.48	0.00	128.48	1,161.38
23	23	277	914.10	0.00	914.10	113.70	0.00	113.70	1,027.80
24	24	293	966.90	0.00	966.90	120.27	0.00	120.27	1,087.17
25	25	351	1,158.30	0.00	1,158.30	144.07	0.00	144.07	1,302.37
26	26	336	1,108.80	0.00	1,108.80	137.92	0.00	137.92	1,246.72
27	27	328	1,082.40	0.00	1,082.40	134.63	0.00	134.63	1,217.03
28	28	323	1,065.90	0.00	1,065.90	132.58	0.00	132.58	1,198.48
Total			\$33,000.00	\$0.00	\$33,000.00	\$4,104.67	\$0.00	\$4,104.67	\$37,104.67

Totals: \$33,000.00 \$0.00 \$33,000.00 \$4,104.67 \$0.00 \$4,104.67 \$37,104.67

UP202 ARGYLE SQUARE STAGE 1
MINUTES OF EXECUTIVE COMMITTEE MEETING

Immediately after the Annual General Meeting – Tuesday 29th April 2025

Attendance: A Healy, J Bramwell, M Lam, D Preston & E Palmer (Signature Strata

AGENDA

1. Attendance / Apologies / Quorum
Note: Minutes of the previous meeting were cleared by the Committee prior to circulation to owners
2. Election of office bearers to hold office until the 2026 AGM
Chair – A Healy
Secretary – J Bramwell
Treasurer – M Lam & D Preston
3. Election/Confirmation of Gardening Sub-committee
See AGM Minutes

Meeting Closed – 7pm

Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A. Details of reduced quorum decisions

A1	The Owners - Units Plan No	UP202
A2	General Meeting: Date (or dates) of general meeting at which the reduced quorum decision or decisions were made 28/01/2025 ☒ Regularly convened ☐ Convened after adjournment The general meeting was regularly convened (not following any adjournment under UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3). The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).	
A3	Reduced quorum decisions	If there is insufficient space below, tick ☒ and attach details to the notice
	Date of decision	Full text of reduced quorum decision
	30/01/2025	See attached Minutes
	___ / ___ / ____	
A4	Owners Corporation declaration	
	30/01/2025 Date of affixing of seal Signature:  Designation: Strata Manager	

Part B. Details of reduced quorum decisions

B1 What is a reduced quorum decision?

- A reduced quorum decision is a decision of a general meeting of the Owners Corporation made while a quorum (a reduced quorum) smaller than a standard quorum was present.
- A standard quorum is those people entitled to vote (on the motion) in relation to not less than $\frac{1}{2}$ the total number of units (see UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).

There are 2 types of reduced quorum decision, requiring different reduced quorums.

Reduced quorum decisions made at regularly-convened general meetings

- If, within $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a standard quorum for the motion (see above) is not present a reduced quorum decision may be made if a reduced quorum (see next point) is then present for consideration of the motion (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).
- At a regularly-convened general meeting, a reduced quorum means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

- If, within $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a standard quorum for the motion (see above) nor a reduced quorum (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).
- If, within $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a reduced quorum made up by anyone then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).
- Such a reduced quorum (of anyone present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).

B2 When does a reduced quorum decision take effect?

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's date of effect) (UTMA s 3.11 (1), part 3.1, Schedule 3).
- However, this does not apply if the decision is disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s 3.11 (3) – (5), part 3.1, Schedule 3).

B3 How may reduce quorum decisions be disallowed?

Reduced quorum decisions may be disallowed by petition (UTMA s 3.11 (3), part 3.1, schedule 3). The petition must—

- state the resolution or resolutions to which it applies; and

- be signed by a majority of persons entitled to vote at a general meeting of the owners corporation (a person may sign whether or not he or she attended the meeting); and

- be given to the owners corporation before the decision's date of effect (see B2 above).

B4 How may reduced quorum decisions be confirmed?

- A reduced-quorum decision may be confirmed by a general meeting of the Owners Corporation held before the decision's date of effect (see B2 above).
- For the confirmation to be valid, a standard quorum must be present when the confirmation motion is considered at the later general meeting (see B1 above).
- If a decision is confirmed, it takes effect from the date of the later general meeting whether or not a petition is given to the owners (UTMA s 3.11 (4), part 3.1, schedule 3).

B5 How may reduced quorum decisions be revoked?

- A reduced-quorum decision may be revoked by a general meeting of the Owners Corporation held at any time, whether or not the decision has earlier been confirmed.
- A revocation is valid whether a standard quorum or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s 3.11 (5), part 3.1, schedule 3).





MINUTES OF THE GENERAL MEETING OF THE
OWNERS OF UNITS PLAN 202 "ARGYLE SQUARE STAGE 1"
3 ALLAMBEE STREET, REID ACT 2612

DATE HELD: Tuesday 28th January 2025 – 1:00 PM

VENUE: Zoom
Meeting ID: 881 3595 3658
Passcode: 806533

Present

Unit 10	Heidi Wilson	In Person
Unit 14	Joan Costanzo	In Person
Unit 16	Keryn Paul	In Person
Unit 17	Jessica Bramwell	In Person

Absentee Voting

Unit 1	Stirling Meredith & Anne Healy Voting Paper
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Unit 7	John Warhurst & Joan Warhurst	Voting Paper
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Unit 8	Minerva Lam	Voting Paper
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Unit 19	Valerie & Robert Calvert	Voting Paper
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Unit 28	Mark & Patricia Spalding	Voting Paper
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Chairperson

Unit 17	Jessica Bramwell
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Quorum

The Chairperson advised that a quorum was not present. Under the Unit Titles (Management) Act 2011, at an owners corporation with 3 or more members, if a standard quorum is not present within 1/2 hour, a reduced quorum can be formed by 2 or more people who are present at the meeting and are entitled to vote.

MEETING FORMALITIES

Noting of chairperson, acceptance of proxies and absentee votes and apologies.

MINUTES

MOTION 1. *That the minutes of the previous annual general meeting held on 18 November 2024 are accepted.*

MOTION CARRIED

INSURANCE CLAIMS

Please refer attached summary of insurance claims.

MAINTENANCE ISSUES

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners Corporation to consider maintenance issues (new or outstanding) at each General Meeting.

All current maintenance items are referred to executive committee minutes held on 23 October 2024. It was noted that Unit 7 and 10 have roof maintenance items that are currently being investigated.

APPROVALS - DEFAULT RULE 1.4

MOTION 2. *(Special Resolution):*

That the Owners Corporation of UP202, pursuant to default rule 1.4 of the Unit Titles (Management) Regulations 2011 grants approval for Unit 24, to complete internal renovations as detailed in the attached application form.

MOTION CARRIED

GENERAL BUSINESS

Re-grouting near entrance to Units 11-16: Signature Strata to re-investigate quotes to re-grout the paving near entrance to units 11-16.

Paving around garden beds: It was raised there is some interest in re-paving 2x garden beds on the grounds. A working group will form to investigate the cost to complete.

CLOSURE

There being no further business the chairperson declared the meeting closed at 1:34 PM

Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A. Details of reduced quorum decisions

A1	The Owners - Units Plan No	UP202
A2	General Meeting: Date (or dates) of general meeting at which the reduced quorum decision or decisions were made 05/08/2024 ☒ Regularly convened The general meeting was regularly convened (not following any adjournment under UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3). ☐ Convened after adjournment The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).	
A3	Reduced quorum decisions	If there is insufficient space below, tick ☒ and attach details to the notice
	Date of decision	Full text of reduced quorum decision
	05/08/2024	See attached Minutes
	___ / ___ / ____	
A4	Owners Corporation declaration	
	19/08/2024 Date of affixing of seal Signature:  Designation: Strata Manager	

Part B. Details of reduced quorum decisions

B1 What is a reduced quorum decision?

- A reduced quorum decision is a decision of a general meeting of the Owners Corporation made while a quorum (a reduced quorum) smaller than a standard quorum was present.

- A standard quorum is those people entitled to vote (on the motion) in relation to not less than $\frac{1}{2}$ the total number of units (see UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).

There are 2 types of reduced quorum decision, requiring different reduced quorums.

Reduced quorum decisions made at regularly-convened general meetings

- If, within $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a standard quorum for the motion (see above) is not present a reduced quorum decision may be made if a reduced quorum (see next point) is then present for consideration of the motion (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).

- At a regularly-convened general meeting, a reduced quorum means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).

- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

- If, within $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a standard quorum for the motion (see above) nor a reduced quorum (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).

- If, within $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a reduced quorum made up by anyone then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).

- Such a reduced quorum (of anyone present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).

B2 When does a reduced quorum decision take effect?

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's date of effect) (UTMA s 3.11 (1), part 3.1, Schedule 3).

- However, this does not apply if the decision is disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s 3.11 (3) – (5), part 3.1, Schedule 3).

B3 How may reduced quorum decisions be disallowed?

Reduced quorum decisions may be disallowed by petition (UTMA s 3.11 (3), part 3.1, schedule 3). The petition must—

- state the resolution or resolutions to which it applies; and
- be signed by a majority of persons entitled to vote at a general meeting of the owners corporation (a person may sign whether or not he or she attended the meeting); and
- be given to the owners corporation before the decision's date of effect (see B2 above).

B4 How may reduced quorum decisions be confirmed?

- A reduced-quorum decision may be confirmed by a general meeting of the Owners Corporation held before the decision's date of effect (see B2 above).

- For the confirmation to be valid, a standard quorum must be present when the confirmation motion is considered at the later general meeting (see B1 above).

- If a decision is confirmed, it takes effect from the date of the later general meeting whether or not a petition is given to the owners (UTMA s 3.11 (4), part 3.1, schedule 3).

B5 How may reduced quorum decisions be revoked?

- A reduced-quorum decision may be revoked by a general meeting of the Owners Corporation held at any time, whether or not the decision has earlier been confirmed.

- A revocation is valid whether a standard quorum or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s 3.11 (5), part 3.1, schedule 3).





**MINUTES OF THE GENERAL MEETING OF THE
OWNERS OF UNITS PLAN 202 "ARGYLE SQUARE STAGE 1"
3 ALLAMBEE STREET, REID ACT 2612**

DATE HELD: Monday 05 August 2024 - 10:30 AM

VENUE: **Zoom**
Meeting ID: 822 5002 7511
Passcode: 324920

Present

Unit 16	Keryn Paul	In Person
Unit 17	Jessica Bramwell	In Person

Absentee Voting

Unit 1	Stirling Meredith & Anne Healy	Voting Paper
Unit 7	John Warhurst & Joan Warhurst	Voting Paper
Unit 8	Minerva Lam	Voting Paper
Unit 12	Theresa Dowling	Voting Paper
Unit 13	Anthony Jones	Voting Paper
Unit 19	Valerie & Robert Calvert	Voting Paper
Unit 23	Matthew & Laurie McDonald	Voting Paper
Unit 28	Mark & Patricia Spalding	Voting Paper

Proxy Holder

Keryn Paul

Representing

Unit 10 David & Heidi Wilson

Chairperson

Unit 17 Jessica Bramwell

Quorum

The Chairperson advised that a quorum was not present. Under the Unit Titles (Management) Act 2011, at an owners corporation with 3 or more members, if a standard quorum is not present within 1/2 hour, a reduced quorum can be formed by 2 or more people who are present at the meeting and are entitled to vote.

MEETING FORMALITIES

Noting of chairperson, acceptance of proxies and absentee votes and apologies.

MINUTES

MOTION 1. *That the minutes of the previous annual general meeting held on 7 May 2024 are accepted.*

MOTION CARRIED

MAINTENANCE ISSUES

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners Corporation to consider maintenance issues (new or outstanding) at each General Meeting.

All maintenance items have been covered by the last executive committee minutes held on 19th June 2024.

INSURANCE CLAIMS

Please refer attached summary of insurance claims.

APPROVALS - DEFAULT RULE 1.4

MOTION 2. *That the Owners Corporation of UP202, pursuant to default rule 1.4 of the Unit Titles (Management) Regulations 2011 grants approval for Unit 17, to complete internal renovations as detailed in the attached application form.*

MOTION CARRIED

MOTION 3. *That the Owners Corporation of UP202, pursuant to default rule 1.4 of the Unit Titles (Management) Regulations 2011 grants approval for Unit 21, to complete internal renovations as detailed in the attached application form.*

MOTION CARRIED

MOTION 4. *That the Owners Corporation of UP202, pursuant to default rule 1.4 of the Unit Titles (Management) Regulations 2011 grants approval for Unit 17, to erect cat enclosure netting to the front courtyard (facing Ainslie Avenue) of Unit 17 as detailed in the attached application form.*

MOTION DEFEATED

GENERAL BUSINESS

As notified to the managing agent 7 days prior to meeting.

CLOSURE

There being no further business the chairperson declared the meeting closed at 10:35 AM

Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A. Details of reduced quorum decisions

A1	The Owners - Units Plan No	UP202
A2	General Meeting: Date (or dates) of general meeting at which the reduced quorum decision or decisions were made 05/08/2024 ☒ Regularly convened The general meeting was regularly convened (not following any adjournment under UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3). ☐ Convened after adjournment The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).	
A3	Reduced quorum decisions	If there is insufficient space below, tick ☒ and attach details to the notice
	Date of decision	Full text of reduced quorum decision
	05/08/2024	See attached Minutes
	___ / ___ / ____	
A4	Owners Corporation declaration	
	19/08/2024 Date of affixing of seal Signature:  Designation: Strata Manager	

Part B. Details of reduced quorum decisions

B1 What is a reduced quorum decision?

- A reduced quorum decision is a decision of a general meeting of the Owners Corporation made while a quorum (a reduced quorum) smaller than a standard quorum was present.

- A standard quorum is those people entitled to vote (on the motion) in relation to not less than $\frac{1}{2}$ the total number of units (see UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).

There are 2 types of reduced quorum decision, requiring different reduced quorums.

Reduced quorum decisions made at regularly-convened general meetings

- If, within $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a standard quorum for the motion (see above) is not present a reduced quorum decision may be made if a reduced quorum (see next point) is then present for consideration of the motion (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).

- At a regularly-convened general meeting, a reduced quorum means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).

- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

- If, within $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a standard quorum for the motion (see above) nor a reduced quorum (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).

- If, within $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a reduced quorum made up by anyone then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).

- Such a reduced quorum (of anyone present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).

B2 When does a reduced quorum decision take effect?

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's date of effect) (UTMA s 3.11 (1), part 3.1, Schedule 3).

- However, this does not apply if the decision is disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s 3.11 (3) – (5), part 3.1, Schedule 3).

B3 How may reduced quorum decisions be disallowed?

Reduced quorum decisions may be disallowed by petition (UTMA s 3.11 (3), part 3.1, schedule 3). The petition must—

- state the resolution or resolutions to which it applies; and
- be signed by a majority of persons entitled to vote at a general meeting of the owners corporation (a person may sign whether or not he or she attended the meeting); and
- be given to the owners corporation before the decision's date of effect (see B2 above).

B4 How may reduced quorum decisions be confirmed?

- A reduced-quorum decision may be confirmed by a general meeting of the Owners Corporation held before the decision's date of effect (see B2 above).

- For the confirmation to be valid, a standard quorum must be present when the confirmation motion is considered at the later general meeting (see B1 above).

- If a decision is confirmed, it takes effect from the date of the later general meeting whether or not a petition is given to the owners (UTMA s 3.11 (4), part 3.1, schedule 3).

B5 How may reduced quorum decisions be revoked?

- A reduced-quorum decision may be revoked by a general meeting of the Owners Corporation held at any time, whether or not the decision has earlier been confirmed.

- A revocation is valid whether a standard quorum or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s 3.11 (5), part 3.1, schedule 3).



UP202 Argyle Square Stage 1 – EC Meeting Minutes

Date: Wednesday 11th February 2026 – 4:00pm

Location: Signature Strata Office + Zoom

Attendees: A Healy (Zoom), M Lam, D Preston, J Bramwell (Joined after item 3 concluded) & E Palmer (Signature Strata)

1. Conflict of Interest (if any)

Item 3 – J Bramwell had a conflict of interest regarding a unit-to-unit ACAT dispute and was not present for the voting/decision making.

2. Treasurers Report –

The treasurers report (attached) was noted. UP202 is tracking well, with no concerns raised.

3. Unit 18 Flooring Decision –

Unit 18 requested pre-approval of a flooring application in response to an ACAT order, at a level of 55LnTw for sound pressure level. The Registered Rules of the complex specifies flooring applications should meet the level of 45 LnTw. The Executive Committee discussed the risks and agreed that the application will need to be submitted with a sound pressure level of 45 LnTw as per the complex Registered Rules in order to be approved. It was noted that there are a large amount of wood flooring products available in line with the Registered Rules and believe a precedent would be set, should an application be approved contrary to the Registered Rules.

Signature Strata to relay the decision, onto unit 18.

4. Outstanding Maintenance – J Bramwell joined the meeting

Uneven pavers – 1 new quote has been received. Signature to forward the quote to EC for review

Fence toppler – part ordered from WR Engineering and due to arrive in 1-2 weeks

Stairwell security – to be discussed at the AGM. Quotes are being obtained to upgrade the stairwell entries to a fob system, or pending costs, re-coding the stairwells.

Door closer to stairwell U17-22 – works completed

Canopy trees works – rescheduled works due to access issues. Works are scheduled to take place March 11th at approx. 12pm.

5. General Business

Cameras outside bin room – EC to look into inexpensive, self-managed camera system to assist with identifying units who are dumping hard rubbish in the bin room.

Windows replacement/ painting – The EC would like to discuss at the AGM, the potential to consider upgrading the whole complexes external windows/doors to aluminium in a staged approach over the years, using the painting fund (if agreed) rather than painting the windows/doors due to the dissatisfaction and overall condition of the windows due to age. Signature to obtain an estimate per window cost prior to AGM including an itemised addition of double-glazing, so that owners can be informed for discussion. Noting that if owners would like double glazing, this additional cost would be paid by the owner.

Excess waste in bin room – it was agreed to place a small budget towards waste removal in the upcoming proposed budget for the complex cleaner to arrange disposal when necessary.

Proposed AGM date – The EC agreed to tentatively book in Wednesday 13th May at 5:30pm for the 2026 AGM with the option of attending Signature Strata's office, or via Zoom.

Meeting Closed at 4:55pm.

Treasurer's Report

1. Extract from Signature Strata's financial report (Balance Sheet) for as at 31/01/2026:

BALANCE SHEET	
AS AT 31 JANUARY 2026	
	ACTUAL 31/01/2026
<u>OWNERS FUNDS</u>	
Administrative Fund	34,380.65
Sinking Fund	95,197.25
Sf - Painting	50,237.01
<u>TOTAL</u>	<u>\$ 179,814.91</u>
<u>THESE FUNDS ARE REPRESENTED BY</u>	
<u>CURRENT ASSETS</u>	
Bank Balance Admin Fund	30,481.37
Bank Balance Sinking Fund	10,588.46
Investment A/C Sinking Fund	0.00
Investment A/C Sinking Fund 2	62,799.17
Investment A/C Sinking Fund 3	21,399.72
Bank Balance Special Levies	51,428.52
Levies In Arrears	2,248.55
Other Arrears	203.50
Interest On Overdue Levies	64.46
<u>TOTAL ASSETS</u>	<u>179,213.75</u>
<u>LIABILITIES</u>	
Gst Clearing Account	(950.54)
Gst Variance	0.00
Creditors	0.00
Levies In Advance	349.38
Other Payments In Advance	0.00
<u>TOTAL LIABILITIES</u>	<u>(601.16)</u>
<u>NET ASSETS</u>	<u>\$ 179,814.91</u>

The Balance Sheet shows UP202 is in an excellent financial position at end January 2026. Net Assets being \$179,814.91 (AF balance \$34,380.65, SF balance \$95,197.25 and SpF balance for Painting \$50,237.01). The final quarter levies are due by 2 March 2026 and this will increase UP202's net assets.

2. Admin Fund Expenses

UP202 maintenance costs since last reporting period are mainly garden related:

- work identified in the tree health assessment report conducted by Canopy Trees in September 2025 (approximately. \$2.5K to-date);
- plumbing work associated with water line repair and path box in garden areas (\$1,295).

- other work includes replacing lights and switches in the common areas (approx \$1,600).

Territory Horticulture finished up in November 2025 and Johmanus Gardening commenced in December 2025. This arrangement resulted in a monthly saving of \$375 (from \$1,600 to \$1,225 per month).

Honan provided options for UP202 building insurance premium in December 2025. UP202 took up the upfront savings this year (noting the excess is doubled if we lodge a claim in the 12 month period). The risk was considered low given we have dealt with U7 & U10 water damage. Thus, only \$16,246 has been spent against a \$39,000 building insurance budget.

3. Sinking Fund Expenses

U8 front gate will be replaced on a 50% owner, 50% body corporate basis (\$1,200).

Accumulation fund for the next painting project has built up to just over \$50K.

4. Levies

Signature Strata's Lot Balance Report - Arrears as at 31/01/2026:

Units Plan No. 202

LOT BALANCE REPORT - ARREARS

31 January 2026

<u>Lot No</u>	<u>Unit No</u>	<u>Administrative Fund</u>	<u>Sinking Fund</u>	<u>Other</u>	<u>Total</u>
2	2	0.00	0.00	4.76	4.76
12	12	966.90	120.27	232.23	1,319.40
22	22	1,032.90	128.48	27.03	1,188.41
23	23	0.00	0.00	3.94	3.94
Total		\$1,999.80	\$248.75	\$267.96	\$2,516.51

Minerva Lam
UP202 Co-Treasurer
11 February 2026

UP202 Argyle Square Stage 1 – EC Meeting

Date: Wednesday 12th November 2025 – 4:00pm

Location: Signature Strata Office

Attendees: A Healy, M Lam, D Preston, J Bramwell & E Palmer (Signature Strata)

1. Conflict of Interest (if any)

No conflicts to declare

2. Acceptance of previous EC Minutes dated 25/03/2025

Minutes accepted – No matters arising

3. Treasurers Report –

Financials snapshot as at 27/10/2025

Admin Fund – \$38,645.45

Sinking Fund – \$19,611.44 (+ \$61,440.00 + \$20,935.36 currently invested in term deposit)

Painting Fund – \$49,224.12

Levy Arrears – \$1,298.65

The financial status, and treasurers report (attached) were noted. UP202 is tracking well.

4. Gardening Contract –

Signature Strata still awaiting 3rd garden tender quote. Corporate Gardens were approached and after multiple follow-ups, confirmed they do not have the capacity to take on the work. Now awaiting last quote from ALMGM.

The gardening tender quotes were evaluated. EC and Gardening Committee members visited other complexes where the first-choice gardener (Johmanus Gardening Services) has been servicing to inspect the quality of work. It was agreed to engage Johmanus Gardening and terminate the current gardening contract with Territory Horticulture.

It was also agreed to arrange seasonal catch-ups with the new gardener and the gardening committee to ensure expectations are being met, and to evaluate if any areas require additional work or attention.

5. Christmas Drinks –

It was agreed to hold the Christmas drinks for UP202 on Friday the 5th December, from 5pm. A Healy to draft notice and place on notice boards, Signature can also circulate via email.

6. U7 Roof leak – The roof leak appears to have been successful. No reports received to Signature Strata. Signature Strata to confirm if further internal repairs are required.

Unit 7 has confirmed that the repair appears to have been successful. It was agreed to wait for 1 more large rain event before repairing the internals.

Unit 1 also has a small leak and will be monitored.

7. Ceiling Insulation Inspection –

Arc Site completed the ceiling insulation inspection to most top floor units and concluded the insulation is consistent throughout with an ER rating of 4.0. It was confirmed that there is no further action required of the Owners Corporation.

8. General Maintenance –

Uneven pavers throughout – Signature Strata is struggling to obtain appropriate quotes for the repair, with inconsistent scope of works, and pricing clarifications. It was suggested to try Dad & Daughter Home Maintenance for a quote.

Small alcove above brickwork near Garage U19 (Doonkuna St side) – It was agreed that D Preston will obtain a quote for a small colourbond panel to prevent rubbish being thrown into the alcove for the EC's review.

Canopy Trees Report + Quote – It was agreed to proceed with the quote obtained by Canopy Trees (total of \$ 1,809.27), following their report to attend to 2 trees identified that require further work. Signature Strata to issue the work order.

Door closer– The door closer in stairwell U17-22 (Allambee St side) requires adjustment or replacement due to slamming. It was agreed that Signature Strata will obtain quotes for consideration.

9. General Business

Nil.

Meeting Closed at 4:50pm.

Treasurer's Report

1. Extract from Signature Strata's financial report (Balance Sheet) for as at 31/10/2025:

	ACTUAL
	31/10/2025
<u>OWNERS FUNDS</u>	
Administrative Fund	37,679.65
Sinking Fund	101,123.08
Sf - Painting	47,936.50
<u>TOTAL</u>	<u>\$ 186,739.23</u>
 <u>THESE FUNDS ARE REPRESENTED BY</u>	
 <u>CURRENT ASSETS</u>	
Bank Balance Admin Fund	35,725.95
Bank Balance Sinking Fund	19,611.44
Investment A/C Sinking Fund	0.00
Investment A/C Sinking Fund 2	61,440.00
Investment A/C Sinking Fund 3	20,935.36
Bank Balance Special Levies	49,224.12
Levies In Arrears	1,161.38
Other Arrears	376.29
Interest On Overdue Levies	34.96
<u>TOTAL ASSETS</u>	<u>188,509.50</u>
 <u>LIABILITIES</u>	
Gst Clearing Account	1,628.62
Gst Variance	0.00
Creditors	0.00
Levies In Advance	114.11
Other Payments In Advance	27.54
<u>TOTAL LIABILITIES</u>	<u>1,770.27</u>
 <u>NET ASSETS</u>	 <u>\$ 186,739.23</u>

The Balance Sheet shows a healthy financial position at end October 2025. Net Assets being \$186,739.23 (AF balance \$37,679.65, SF balance \$101,123.08 and SpF balance for Painting \$47,936.50).

2. Admin Fund Expenses

UP202 maintenance costs to-date in this financial year included:

- minor works - irrigation repairs, tree/shrub planting & paving, garbage room door closure fix (a big thanks you to Dave & Rosemary Preston for doing some of this work);
- apart from usual garden, cleaning, strata management and utilities expenses, we also had gutter cleaning and carpet cleaning;

- Arcsite was engaged to conduct site inspection & insulation assessment as required by the ACT Government;
- Canopy Trees conducted a tree health assessment in Stage 1 during September 2025.

The more substantial repair costs were to fix U7 (partial) & U10 water damage and the water line leak outside U26.

3. Sinking Fund Expenses

The cost of ceiling repairs to fix U7 water damage is posted against SF expenses. The Executive Committee agreed to invest \$80,000 of SF in term deposit accounts (\$61,440 and \$20,935) and both accounts are due for renewal in November 2025.

Accumulation fund for the next painting project has built up to approx. \$48,000.

4. Levies

Signature Strata's Lot Balance Report - Arrears as at 31/10/2025:

LOT BALANCE REPORT - ARREARS

31 October 2025

<u>Lot No</u>	<u>Unit No</u>	<u>Administrative Fund</u>	<u>Sinking Fund</u>	<u>Other</u>	<u>Total</u>
12	12	0.00	0.00	10.27	10.27
22	22	1,032.90	128.48	400.98	1,562.36
Total		\$1,032.90	\$128.48	\$411.25	\$1,572.63

Minerva Lam
UP202 Co-Treasurer
9 November 2025

MINUTES OF EXECUTIVE COMMITTEE MEETING

UP202 ARGYLE SQUARE STAGE 1

DATE: Tuesday 25th March 2025 – 4:00pm

LOCATION: Unit 16 @ UP202

ATTENDEES: D. Preston, M Lam, J Bramwell, K. Paul & E. Palmer (Signature Strata)

1. Conflict of Interest

No conflicts to declare.

2. Acceptance of previous EC Minutes dated 23/10/2024

The minutes of the previous EC meeting held on 23rd October 2024 are accepted.

3. SS to prepare a draft Admin Fund Budget. –

Draft Proposed budget was provided and the Executive Committee made suggested changes. Signature Strata to update and provide final draft to the Executive Committee for review. A contingency line item has been added in the proposed budget.

4. Treasurer to prepare draft Sinking Fund Budget

Treasurer to provide updated Sinking Fund Forecast to Signature Strata post financial year, to be included in the proposed budget.

5. Proposed rule changes / additions – refer to wording in accompanying document.

It was agreed that the proposed rule changes will be drafted by Signature Strata and incorporated into the AGM Agenda to be passed.

6. Management of OC decision-making –

It was noted to include an explanation regarding rule changes and costs involved in the AGM agenda.

7. Re-negotiation of SS Contract – The EC proposes continuing management by SS under existing arrangements, with 4 EC meetings to be included in yearly schedule – an increase from 2 per year.

The current SMAA is due for renewal in November 2026 and will be negotiated at that time.

Currently, any additional EC Meetings will be charged as per Schedule C in the contract.

8. Bike Racks –

The EC conducted a survey to gather information and interest levels in installing a common bike rack in the area of land between garages 22 & 27. A Quote has been sought and the proposal will be presented at the AGM.

9. Outstanding maintenance work

1. Tree trimming - hanging branches & strawberry tree - scheduled Monday 17/3/2025 - Completed
2. Re-grouting outside U11-16 entrance pathway scheduled Wed/Thur 19-20/3/2025 - Completed.
3. Uneven pavers along pathways on the garden side and bin room door closure - To minimise the handyman's call out fees, the uneven pavers job is postponed while the EC consider options to repair the Garbage Room door closure. The Executive Committee will provide instructions to Signature Strata when action is required.
4. Asphaltting of square outside U26 - Scheduled Friday 28/03/2025
5. Gutter cleaning - delay to April to allow more leaves to fall
The Executive Committee discussed investigating a different company to undertake the works using a different method. Executive Committee to provide the details of contractor to Signature Strata to obtain quotes.
6. Roof leaks (U7 & U10)
The Executive Committee has provided approval to proceed with Alpha Roofing's quote to repair the roof leaks. Date to be determined.
7. Broken downpipe outside U4 garage
Signature Strata is obtaining quotes for the repair to be considered by the Executive Committee.
8. Paving around garden beds - The EC agreed to the proposal of a paving surround of 2x additional garden beds within the main internal courtyard.

10. Election of new Committee

It was noted that UP202 would like to elect a new Executive Committee and elect the Office Bearers at the AGM.

11. Garden committee

The gardening committee will provide a report to be included in the AGM Agenda.

12. Status of UP202 rolling into SS Agreement with Strata Energy Services for electricity

Signature Strata confirmed this has been actioned.

13. AGM Date - needs to be before 10 May 2025 as Treasurer will be O/S

It was agreed to hold the 2025 AGM on 29th April at 5pm at Signature Strata office and will include a zoom option.

General Business –

Additional Green bin - D. Preston requested an additional green bin to be ordered. Signature Strata to action.

Irregular bin collections/road signs - Signature Strata to follow-up ACT NoWaste and Veolia regarding the change in road signs following the irregular bin collection times.

Meeting Closed at 5:45pm.

Proposed Shared Bike Storage Facility for UP202 (Units 1-28 @ 3 Allambee St)

27th March 2025

There are at least six apartments from which residents have expressed a desire to store a total of 12 bikes in a common area. It is proposed that this bike storage area could be in the area of land between garages 22 and 27 as shown in the photo below.



A bike hanging rack could be installed against the 7 m long (by 2.4 m high) wall on the left-hand side of the area (when facing the back fence). See the photos of the wall below.



It is proposed that we could instal three 1.2 m long [Fleximounts® Six Capacity Bike Rack](#)'s (see below) that would allow for the storage of 18 bikes at a pinch, but 12 bikes comfortably. The advantage of this particular bike rack is that it offers potential for each bike owner to lock their own bike (e.g., with a chain) to the horizontal bar.



https://storagesmart.com.au/products/br1d-wall-mounted-six-capacity-bike-rack-black?variant=39975619330256&country=AU¤cy=AUD&utm_medium=product_sync&utm_source=google&utm_content=sag_organic&utm_campaign=sag_organic&campaign=18174496024&adgroup=&keyword=&gad_source=4&gclid=CjwKCAiA-ty8BhA_EiwAkyoa3092-39hdXuZtHiLsk0rNBxva47tk6lZhN6gYulRYpv45wMObhtI3BoCxLsQAvD_BwE

The advantage of this proposal is it is relatively cheap. Disadvantages are that bikes will be exposed to the weather, and also potential vandalism or theft (e.g., if thief uses bolt cutters to cut through chain that locks a bike to the rack). To mitigate this risk, it is proposed we also install a couple of battery-operated exterior motion sensor lights.

https://www.bunnings.com.au/lytworx-motion-sensor-usb-rechargeable-outdoor-light_p0300809?srsId=AfmBOopo4qcX-Kftrlr_KW3Qq3pWEcChAhsSQNTaHN9qSO1tQcTxwnqa

The cost of this installation is estimated to be about \$1,230;

- \$600 for three bike rack's
- \$30 for two battery-operated exterior motion sensor lights.
- Approximately \$600 in labour for installation.

If this proposal is supported by the Owners Corporation, it is proposed that this bike rack is installed in May 2025 given the urgent need by some residents for a storage place for their bikes.

Proposed paving works for consistency in garden beds in courtyard of UP202 (Units 1-28 @ 3 Allambee St)

28th March 2025

Most of the gardens in the courtyard have paving around them as shown below.



Two gardens remain unpaved. See photos below of these two gardens, and their location within the courtyard. For consistency, minimizing grass encroachment into the gardens, and to ease grass maintenance work, it is proposed that paving work be done such that these two gardens also have paving around their edges.



The cost of this work is estimated to be about \$1,100 for labour in laying the ~100 pavers required for the job. The pavers are available from Stage 3 once they have removed them from the Kogarah Ln driveway entrance area.

MINUTES OF EXECUTIVE COMMITTEE MEETING
UNITS PLAN 202 "Argyle Square – Stage 1"

TIME: 4 pm
DATE: Wednesday 23rd October 2024
VENUE: Unit 16/3 Allambee St
ATTENDEES: D Preston, K Paul, M Lam, (J Bramwell via Zoom), Nicole & Erica from Signature Strata

AGENDA

Item 1: Declaration of Conflict of Interest

No conflicts to declare.

Item 2: Acceptance of Previous Minutes

The minutes of the previous EC meeting held on 8th August 2024 are accepted.

Item 3: Financials

- Audit & Treasurer's report is attached.
- Successful credit from ICON for burst pipe.
- Term Deposit roll-on for a further 3-month investment.
- Unit 22 levy arrears are being followed up by the strata manager.

Item 4: Breach Notice – Unit 18

The Executive Committee agrees to submit ACAT application with relevant attachments.

Item 5: Action List

- Re-grouting pathway for units 11-16 entrance – 1 quote has been received to date, still awaiting 2nd quote.
- Insurance – The Executive Committee agree to the reduced sum insured. The strata manager will request the broker to re-quote.
- Security cameras – the strata manager will follow-up contractors and request a revised quote for 2 wired cameras located either side of the bin room with the box located inside the room in a cabinet.
- Cleaning of gutters above garages 5,6,7 & 28 – quote approved.
- The EC thanks M Lam and K Paul with their assistance in managing the Stage 1 / 2 driveway re-concreting.

Item 6: Other Business

- Garden committee report – New plants, lavender garden, trimming around edge and dead plants removed.
- Unit 4 has submitted an application for unit alterations. GM to be scheduled for Monday 18/11/2024 to vote on the request.

Item 7: Next Meeting

Thursday 30th January 4 pm

Meeting closed 5:05pm

MINUTES OF EXECUTIVE COMMITTEE MEETING
UNITS PLAN 202 "Argyle Square – Stage 1"

TIME: 2 pm
DATE: Wednesday 7th August 2024
VENUE: Zoom - Meeting ID: 844 6525 4600 - Passcode: 233404
ATTENDEES: J Bramwell, K Paul, M Lam, H Wilson

AGENDA

Item 1: Declaration of Conflict of Interest

No conflicts to declare.

Item 2: Acceptance of Previous Minutes

The minutes of the previous EC meeting held on 19th June 2024 be accepted.

Item 3: Financials

- Treasurer's report is attached.

Item 4: Breach Notice – Unit 18

The Executive Committee of UP202 approves the issuing of a breach notice to unit 18 for breaching Rule 1.10 "Noise" and Rule 1.4 "Erections and Alterations".

Motion Carried.

Item 5: Action List

- Insurance valuation – The EC is considering endorsing the valuation of QIA to reduce the Building Sum Insured from \$26m to approximately \$17m. This is due to the previous valuations by Colin Davis including items such as Loss of Rent and Landscaping that are not generally included in Policy 1 valuations.

Item 6: Other Business

N/A

Item 7: Next Meeting

Wednesday 23rd October 4 pm

Treasurer's Report

1. Extract from Signature Strata's financial report (Balance Sheet) for as at 31/07/2024:

31/07/2024

OWNERS FUNDS

Administrative Fund	30,169.90
Sinking Fund	112,504.90
Sf - Painting	4,825.45
<u>TOTAL</u>	<u>\$ 147,500.25</u>

THESE FUNDS ARE REPRESENTED BY

CURRENT ASSETS

Bank Balance Admin Fund	26,495.36
Bank Balance Sinking Fund	68,228.30
Investment A/C Sinking Fund	20,000.00
Investment A/C Sinking Fund 2	30,000.00
Bank Balance Special Levies	4,088.38
Levies In Arrears	0.00
Other Arrears	1,219.62
Interest On Overdue Levies	34.43

<u>TOTAL ASSETS</u>	150,066.09
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LIABILITIES

Gst Clearing Account	18.84
Creditors	2,547.00

<u>TOTAL LIABILITIES</u>	2,565.84
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NET ASSETS

<u>\$ 147,500.25</u>

The Balance Sheet shows a healthy financial position at end July 2024. Net Assets being \$147,500.25 (AF balance \$30,169.90, SF balance \$112,504.90 and SpF balance for Painting \$4,825.45).

2. Admin Fund Expenses

Apart from the usual maintenance costs (garden, cleaning, strata management and utilities), we have incurred repair costs due to water damage to Unit 10, 14 & 15. The water bill for the quarter doubled due to a burst pipe in the central courtyard.

The damaged gate on Doonkuna Street side has been replaced.

3. Sinking Fund Expenses

There has been no expenses scheduled against the SF. The Executive Committee agreed to invest \$50,000 in term deposit accounts (\$30,000 for 12 months and \$20,000 for 3 months & rolled over for a further 3 months).

We have also commenced to accumulate fund for the next painting project.

4. Levies

Signature Strata's Lot Balance Report - Arrears as at 31/07/2024:

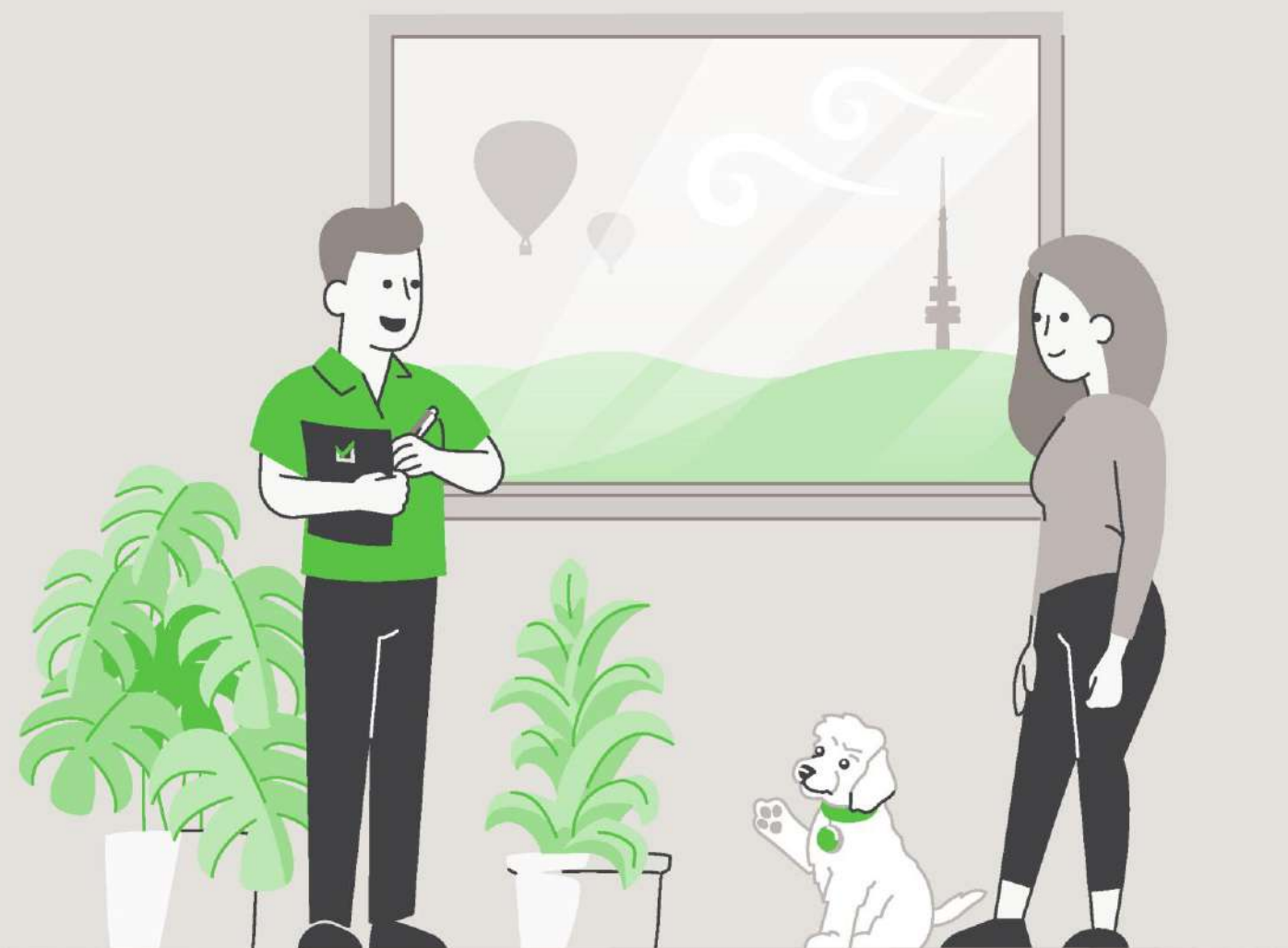
LOT BALANCE REPORT - ARREARS

31 July 2024

<u>Lot No</u>	<u>Unit No</u>	<u>Administrative Fund</u>	<u>Sinking Fund</u>	<u>Other</u>	<u>Total</u>
2	2	0.00	0.00	22.23	22.23
5	5	0.00	0.00	233.55	233.55
10	10	0.00	0.00	226.12	226.12
18	18	0.00	0.00	155.53	155.53
21	21	0.00	0.00	173.04	173.04
23	23	0.00	0.00	78.56	78.56
25	25	0.00	0.00	186.67	186.67
26	26	0.00	0.00	178.35	178.35
Total		\$0.00	\$0.00	\$1,254.05	\$1,254.05

Minerva Lam
UP202 Treasurer
5/08/2024

Report



LIMITED LIABILITY TO A PURCHASER WITHIN THE AUSTRALIAN CAPITAL TERRITORY

This Report is made solely for the use and benefit of the Client. The Consultant is not liable for any reliance placed on this report by any third party. However, within the ACT only and in accordance with the Civil Law (Sale of Residential Property) Act 2003 and the Civil Law (Sale of Residential Property) Regulations 2004, a copy of the report must be attached to the Contract for Sale and may in certain circumstances be relied upon by the Purchaser of residential property.

The circumstances in which a Purchaser of residential property within the ACT may rely on this report in respect of the state of the property at the time of the inspection are as follows:

- (a)** The inspection was carried out no earlier than three months before the day the property was first advertised or offered for sale or listed by an agent; and
- (b)** The date on which the contract was entered into was not more than 180 days after the date of the inspection.
- (c)** The report is provided to the Purchaser prior to or at the time the Contract for Sale is entered into between the Purchaser and vendor.
- (d)** The service requested is the Standard Inspection Report.

Building Report



CONCLUSION AND SUMMARY

The purpose of the Inspection is to identify the major defects and safety hazards associated with the property at the time of the Inspection. The Inspection and reporting are limited to a visual assessment of the Building Members in accord with Appendix C AS4349.1-2007.

The overall condition of this building has been compared to similar constructed buildings of approximately the same age where those buildings have had a maintenance program implemented to ensure that the building members are still fit for purpose.

The incidence of Major Defects in this Residential Building as compared with similar Buildings is considered: **Low**

The incidence of Minor Defects in this Residential Building as compared with similar Buildings is considered: **Low**

The overall condition of this Residential Dwelling in the context of its age, type and general expectations of similar properties is: **Above Average**

Please Note: This is a general appraisal only and cannot be relied upon on its own – read the Report in its entirety.

This Summary is supplied to allow a quick and superficial overview of the Inspection results. This Summary is NOT the Report and cannot be relied upon on its own. This Summary must be read in conjunction with the full Report and not in isolation from the Report. If there should happen to be any discrepancy between anything in the Report and anything in this Summary, the information in the Report shall override that in this Summary.

PROPERTY STATISTICS

Building Report	Above Average
Compliance Report	Please read full compliance report section of the report
Pest Inspection	No active subterranean termites (live specimen) were found
Energy Efficiency Rating	2.0 Stars
Inspection Date	Monday, July 20th 2026
Name of Assessor	Tom Strickland
Reference Number	71116
Address of Property Inspected	7/11 Doonkuna Street, Reid ACT 2612
Client	Warhurst
Unit, Block and Section	Unit 7 Block 2 Section 8 REID
Year original residence COU was issued	1980
House size This measurement has been obtained by scaling off the provided drawings and should be used as an approximate guide only.	Upper Level: 33.28m ² Middle Level: 59.65m ² Lower Level: 76.30m ² Garage & Store: 42.90m ²
Weather conditions at time of Inspection	Frosty
Occupancy Status	Occupied

*The table above is to be used as a quick reference. Please read the full Report before reaching your conclusion regarding the condition of the Property.

Whilst every care has been taken to ensure the accuracy of the property house and block size, we accept no responsibility for any inaccuracies as supplying this information exceeds a standard building inspection under AS4349.1-2007.

PROPERTY CONSTRUCTION DETAILS

Flooring	Concrete and timber flooring
External walls	Double brick and weatherboard cladding
Roof framing	Timber roof framing
Roof cladding	Colorbond roof cladding
Glazing	Single glazed windows
Cooktop	Electric cooktop
Oven	Electric oven
Dishwasher	Miele

*Whilst every care has been taken to ensure the accuracy of the property construction details, we accept no responsibility for any inaccuracies of construction details or testing of appliances.

GENERAL ACCESS LIMITATIONS

Internal	At the time of inspection, the building was furnished. This allows for a limited inspection in areas not restricted by furnishings, stored goods, floor mats, etc.
External	The inspection of the exterior was restricted to the immediate exterior of the unit
Roof void	NOTE. Inspection around the eaves was restricted due to low pitch and clearance to allow bodily access in this area. This allows only for a limited visual inspection from a distance to be carried out. Other restrictions found in the roof void: Insulation on top of ceiling restricting visual inspection of the ceiling framing. Stored goods restricting visual inspection of the ceiling framing
On-top of roof	The inspection was restricted to visually looking from a 3.6m ladder lent against the gutter in several areas around the building. No access was gained onto the upper-level roof due to the height of the roof
Garage and Storeroom	The inspection of the garage was restricted due to stored goods being kept in the area at the time of inspection

*Where access is noted as limited or restricted, it is recommended that access be gained to these areas as these areas may contain concealed defects.

DEFINITIONS

Good	The item is in the Inspector's opinion of an acceptable standard with no defects visible. Superficial defects will not be commented on
Fair	The item in the Inspector's opinion has some minor defects and requires minimal maintenance or repair
Poor	The item in the Inspector's opinion needs significant repair or replacement

ENTRANCE/LIVING/FAMILY ROOM

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good

FAMILY ROOM – ADJACENT THE COURTYARD

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good

KITCHEN

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Kitchen cupboards	Good
Bench top	Good
Splashback	Good
Exhaust fan	The exhaust fan was operational at the time of inspection

STAIRWELL

Ceiling	Good
Walls	Good
Floor coverings	Good
Handrail	Good

BEDROOM 1

Ceiling	Good
Walls	Good
Door and door hardware	The striker plate on the door jamb needs adjustment to allow the door to latch
Floor coverings	Good
Wardrobe	Good

BEDROOM 2

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Wardrobe	Good

BEDROOM 3 – ADJACENT THE BATHROOM

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Wardrobe	Good

BEDROOM 4

Ceiling	Good
Walls	Good
Door and door hardware	The external door is binding. Recommend adjustment/maintenance. The striker plate on the door jamb needs adjustment to allow the door to latch
Floor coverings	Good
Wardrobe	Good

ENSUITE – BEDROOM 1

Ceiling	Good
Walls	Good
Door and door hardware	The striker plate on the door jamb needs adjustment to allow the door to latch
Floor coverings	Good
Shower screen	Good
Water leakage in shower area?	There was no water leakage detected
Floor and wall tiles in shower area	Good
Vanity/Basin	Good
Taps	Good
Toilet suite	Good
Exhaust fan	The exhaust fan was operational at the time of inspection

ENSUITE – BEDROOM 2

Ceiling	Good
Walls	Good
Door and door hardware	The striker plate on the door jamb needs adjustment to allow the door to latch
Floor coverings	Good
Shower screen	Good
Water leakage in shower area?	There was no water leakage detected
Floor and wall tiles in shower area	Good
Vanity/Basin	Good
Taps	Good
Toilet suite	Good
Exhaust fan	The exhaust fan was operational at the time of inspection

BATHROOM

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Shower screen	Good
Water leakage in shower area?	There was no water leakage detected
Floor and wall tiles in shower area	Good
Vanity/Basin	Good
Taps	Good
Bath	Good
Exhaust fan	The exhaust fan was operational at the time of inspection

TOILET

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Toilet suite	Good
Exhaust fan	The exhaust fan was operational at the time of inspection

LAUNDRY

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Laundry tub	Good
Splashback	Good
Toilet suite	Good
Exhaust fan	The exhaust fan was operational at the time of inspection

ROOF CAVITY

Construction	As the roof cladding has changed from concrete roof tiles to colorbond, a structural engineer should be engaged to assess if tie down of the frame structure is adequate for the lighter weight cladding
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EXTERIOR

Driveway and paths	Several areas of cracking and movement noted in the exterior concrete. The cracking and movement found is typical for a home of this age
Roof covering	Good
Eaves	Good
Fascia	Good
Gutters	There are signs that the gutters are holding water in areas. Recommend adjusting the gutter brackets to promote the rainwater runoff to drain towards the downpipes. The gutters also require clearing out in areas
External walls	Extensive cracking was noted to the external wall adjacent courtyard. Recommend further review by a structural engineer
Windows	Good
Courtyard walls	Several loose bricks were noted adjacent the gate. Recommend repairs by a qualified tradesperson
Gate	Good
Balconies	Good
Site drainage	The site generally drains away from the perimeter of the building

STOREROOM

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good

GARAGE

Roof covering	Good
Gutters	The gutters require clearing out in areas
Slab	Good. No major cracking noted
Ceiling	Good
Walls	Good. No major cracking noted
Garage door	Good
Is an auto opener installed on the roller door?	Yes
Access door	Good

DEFINITIONS

Above Average: The overall condition is above that consistent with dwellings of approximately the same age and construction. Most items and areas are well maintained and show a reasonable standard of workmanship when compared with buildings of similar age and construction.

Average: The overall condition is consistent with dwellings of approximately the same age and construction. There will be areas or items requiring some repair or maintenance.

Below Average: The Building and its parts show some significant defects and/or very poor non-tradesman like workmanship and/or long-term neglect and/or defects requiring major repairs or reconstruction of major building elements.

Client: The person or persons, for whom the Inspection Report was carried out or their Principal (i.e., the person or persons for whom the report is being obtained).

Building Consultant: A person, business or company who is qualified and experienced to undertake a pre-purchase inspection in accordance with Australian Standard AS 4349.1-2007 'Inspection of Buildings. Part 1: Pre-Purchase Inspections – Residential Buildings'. The consultant must also meet any Government licensing requirement, where applicable.

Building & Site: The inspection of the nominated residence together with relevant features including any car accommodation, detached laundry, ablution facilities and garden sheds, retaining walls more than 700 mm high, paths and driveways, steps, fencing, earth, embankments, surface water drainage and storm water run-off within 30 m of the building, but within the property boundaries. In the case of strata and company title properties, the inspection is limited to the interior and immediate exterior of the nominated residence and does not include inspection of common property.

Readily Accessible Areas: Areas which can be easily and safely inspected without injury to person or property, are up to 3.6 metres above ground or floor levels or accessible from a 3.6 metre ladder, in roof spaces where the minimum area of accessibility is not less than 600 mm high by 600 mm wide and subfloor spaces where the minimum area of accessibility is not less than 400 mm high by 600 mm wide, providing the spaces or areas permit entry. Or where these clearances are not available, areas within the consultant's unobstructed line of sight and within arm's length.

Structure: The loadbearing part of the building, comprising the Primary Elements.

Primary Elements: Those parts of the building providing the basic loadbearing capacity to the Structure, such as foundations, footings, floor framing, loadbearing walls, beams, or columns. The term 'Primary Elements' also includes other structural building elements including those that provide a level of personal protection such as handrails; floor-to-floor access such as stairways; and the structural flooring of the building such as floorboards.

Secondary Elements: Those parts of the building not providing loadbearing capacity to the Structure, or those non-essential elements which, in the main, perform a completion role around openings in Primary Elements and the building in general such as non-loadbearing walls, partitions, wall linings, ceilings, chimneys, flashings, windows, glazing or doors.

Finishing Elements: The fixtures, fittings and finishes applied or affixed to Primary Elements and Secondary Elements such as baths, water closets, vanity basins, kitchen cupboards, door furniture, window hardware, render, floor, and wall tiles, trim or paint. The term 'Finishing Elements' does not include furniture or soft floor coverings such as carpet and lino.

Major Defect: A defect of significant magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility or further deterioration of the property.

Minor Defect: A defect other than a Major Defect.

Safety Hazard: Any item that may constitute an immediate or imminent risk to life, health, or property. Occupational, health and safety or any other consequence of these hazards has not been assessed.

Tests: Where appropriate the carrying out of tests using the following procedures and instruments:

Dampness Tests means additional attention to the visual examination was given to those accessible areas which the consultant's experience has shown to be particularly susceptible to damp problems. Instrument testing using electronic moisture detecting meter of those areas and other visible accessible elements of construction showing evidence of dampness was performed.

Physical Tests means the following physical actions undertaken by the consultant: opening and shutting of doors, windows and draws; operation of taps; water testing of shower recesses; and the tapping of tiles and wall plaster.

IMPORTANT ADVICE

NB. In the case of strata and company title properties, the Inspection is limited to the interior and immediate exterior of the particular unit being inspected. The exterior above ground floor level is not inspected. The complete Inspection of other common property areas would be the subject of a Special-Purpose Inspection Report which is adequately specified.

Trees: Where trees are too close to the house this could affect the performance of the footing as the moisture levels change in the ground. A Geotechnical Inspection can determine the foundation material and provide advice on the best course of action with regards to the trees.

The Septic Tanks: Should be inspected by a licensed plumber.

Swimming Pools: Swimming Pools/Spas are not part of the Standard Building Report under AS4349.1-2007 and are not covered by this Report. We strongly recommend a pool expert should be consulted to examine the pool and the pool equipment and plumbing, as well as the requirements to meet the standard for pool fencing. Failure to conduct this Inspection and put into place the necessary recommendations could result in finds for non-compliance under the legislation.

Surface Water Drainage: The retention of water from surface run off could have an effect on the foundation material which in turn could affect the footings to the house. Best practice is to monitor the flow of surface water during rainfall and stormwater runoff and have the water directed away from the house or to storm water pipes by a licensed plumber/drainier.

Weep Holes: External brick (and stone) walls are a porous material that behave much like a sponge. During a rain event, the masonry wall absorbs water and actually stores it. The weep holes are designed for two purposes. 1. To provide an opening to allow water to drain out through the bottom of the wall. 2. To allow ventilating air to enter behind the wall to help dry the structure. If weep holes have been noted as being not installed, it is recommended to consult a builder on how to best rectify the problem.

Water Leaks from Roof: The inspector cannot, and does not, offer an opinion on whether the roof currently leaks or may be subject to future leaks. The only way to determine whether a roof is absolutely watertight is to make observations during prolonged rainfall.

Subfloor dampness: The presence of dampness is not always consistent as the prevailing and recent weather conditions at the time an inspection is carried out may affect the detection of damp problems. The absence of any dampness at the time of inspection does not necessarily mean the building will not experience some damp problems in other weather conditions. Likewise, whether or not services have been used for some time prior to an inspection being carried out will affect the detection of dampness.

Shower: Where a shower recess has been water tested, and no leakage was evident, this does not necessarily mean that the shower will not leak after prolonged use. Accordingly, to fully detect and assess a damp problem may require the monitoring of the building over a period of time.

SCOPE AND LIMITATIONS

Any person who relies upon the contents of this Report does so acknowledging that the following clauses, which define the Scope and Limitations of the Inspection, form an integral part of the Report.

1) This Report is not an all-encompassing Report dealing with the building from every aspect. It is a reasonable attempt to identify any obvious or significant defects apparent at the time of the Inspection. Whether or not a defect is considered significant or not, depends to a large extent upon the age and type of the building inspected. This Report is not a Certificate of Compliance with the requirements of any Act, Regulation, Ordinance or By-law. It is not a structural Report. Should you require any advice of a structural nature you should contact a structural engineer.

2) This is a visual Inspection only, limited to those areas and sections of the property fully accessible and visible to the Inspector on the date of Inspection. The Inspection DID NOT include breaking apart, dismantling, removing, or moving objects including, but not limited to, foliage, mouldings, roof insulation/sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances, or personal possessions. The inspector CANNOT see inside walls, between floors, inside skillion roofing, behind stored goods in cupboards and other areas that are concealed or obstructed. The inspector DID NOT dig, gouge, force or perform any other invasive procedures. Visible timbers CANNOT be destructively probed or hit without the written permission of the property owner.

3) This Report does not and cannot make comment upon: Defects that may have been concealed; the assessment or detection of defects (including rising damp and leaks) which may be subject to the prevailing weather conditions; whether or not services have been used for some time prior to the Inspection and whether this will affect the detection of leaks or other defects (e.g. In the case of shower enclosures the absence of any dampness at the time of the inspection does not necessarily mean that the enclosure will not leak); the presence or absence of timber pests; gas-fittings; common property areas; environmental concerns; the proximity of the property to flight paths, railways, or busy traffic; noise levels; health and safety issues; heritage concerns; security concerns; fire protection; site drainage (apart from **surface** water drainage); swimming pools and spas (non-structural); detection and identification of illegal building work; detection and identification of illegal plumbing work; durability of exposed finishes; neighbourhood problems; document analysis; electrical installation; any matters that are solely regulated by statute; any area(s) or item(s) that could not be inspected by the consultant.

Accordingly, this Report is NOT a guarantee that defects and/or damage does not exist in any inaccessible or partly inaccessible areas or sections of the property.

NB. Such matters may, upon request, be covered under the terms of a 'Special-Purpose Property Report'.

4) Consumer Complaints Procedure: In the event of any dispute or claim arising out of, or relating to the Inspection or the Report, you must notify us as soon as possible of the dispute or claim by email, fax, or mail. You must allow us (which includes persons nominated by us) to visit the property (which visit must occur within twenty eight (28) days of your notification to us) and give us full access in order that we may fully investigate the complaint. You will be provided with a written response to your dispute or claim within twenty-eight (28) days of the date of the Inspection.

If you are not satisfied with our response, you must within twenty one (21) days of your receipt of our written response, refer the matter to a Mediator nominated by us from the Institute of Arbitrators and Mediators of Australia. The cost of the Mediator will be borne equally by both parties, and as agreed as part of the mediated settlement.

Should the dispute or claim not be resolved by mediation, then the dispute or claim will proceed to arbitration. The Institute of Arbitrators and Mediators of Australia will appoint an Arbitrator who will hear and resolve the dispute. The arbitration, subject to any directions of Arbitrator, will proceed in the following manner:

(a) The parties must submit all written submissions and evidence to the Arbitrator within twenty one (21) days of the appointment of the Arbitrator; and

(b) The arbitration will be held within twenty one (21) days of the Arbitrator receiving the written submissions.

The Arbitrator will make a decision determining the dispute or claim within twenty one (21) of the final day of the arbitration. The Arbitrator may, as part of his determination, determine what costs, if any, each of the parties are to pay and the time by which the parties must be paid any settlement or costs.

The decision of the Arbitrator is final and binding on both parties. Should the Arbitrator order either party to pay any settlement amount or costs to the other party but not specify a time for payment, then such payment shall be made within twenty one (21) days of the order.

NB. In the event that you do not comply with the above Complaints Procedure and commence litigation against us, then you agree to fully indemnify us against any awards, costs, legal fees, and expenses incurred by us in having your litigation set aside or adjourned to permit the foregoing Complaints Procedure to complete.

5) Asbestos Disclaimer: “No Inspection for Asbestos was carried out at the property, and no Report on the presence or absence of Asbestos is provided”.

Buildings built prior to 1982 may have wall and/or ceiling sheeting, and other products including roof sheeting that contains Asbestos. Even buildings built after this date, up until the early 90s, may contain some Asbestos. Sheeting should be fully sealed. If you are concerned, the building was built prior to 1990, or if asbestos is noted as present within the property, then you should seek advice from a qualified asbestos removal expert as to the amount and importance of the asbestos present and the cost of sealing or removal. Drilling, cutting, or removing sheeting or products containing Asbestos is a high risk to peoples’ health. You should seek advice from a qualified asbestos removal expert.

6) Mould (Mildew and non-wood decay fungi) Disclaimer: Mildew and non-wood decay fungi are commonly known as mould. However, mould and their spores may cause health problems or allergic reactions, such as asthma and dermatitis in some people. No Inspection for mould was carried out at the property, and no Report on the presence or absence of mould is provided. If mould is noted as present within the property, or if you notice mould and you are concerned as to the possible health risk resulting from its presence, then you should seek advice from your local Council, State or Commonwealth Government Health Department, or a qualified expert such as an Industry Hygienist.

7) Magnesite Flooring Disclaimer: No Inspection for Magnesite Flooring was carried out at the property, and no Report on the presence or absence of Magnesite Flooring is provided. You should ask the owner whether Magnesite Flooring is present and/or seek advice from a Structural Engineer.

8) Estimating Disclaimer: Any estimates provided in this Report are merely opinions of possible costs that could be encountered, based on the knowledge and experience of the inspector, and are not estimates in the sense of being a calculation of the likely costs to be incurred. The estimates are NOT a guarantee or quotation for work to be carried out. The actual cost is ultimately dependent upon the materials used, standard of work carried out, and what a contractor is prepared to do the work for. It is recommended in ALL instances that multiple independent quotes are sourced prior to any work being carried out. The inspector accepts no liability for any estimates provided throughout this Report.

9) Note: If the Client has any doubt about the purpose, scope, and acceptance criteria on which the Report was based please discuss your concerns with the Consultant on receipt of the Report. The Client acknowledges that, unless stated otherwise, the Client as a matter of urgency should implement any recommendation or advice given in this Report.

IMPORTANT DISCLAIMER

Disclaimer Liability: No Liability shall be accepted on an account of failure of the Report to notify any problems in the area(s) or section(s) of the subject property physically inaccessible for Inspection, or to which access for Inspection is denied by or to the Inspector (including but not limited to or any area(s) or section(s) so specified by the Report).

Disclaimer of Liability to Third Parties: Compensation will only be payable for losses arising in contract or tort sustained by the Client named on the front of this Report. Any third party acting or relying on this Report, in whole or in part, does so entirely at their own risk. However, if ordered by a Real Estate Agent or a Vendor for the purpose of auctioning a property, then the Inspection Report may be ordered up to seven (7) days prior to the auction, copies may be given out prior to the auction and the Report will have a life of 14 days during which time it may be transferred to the purchaser. Providing the purchaser agrees to the terms of this agreement, then they may rely on the Report subject to the terms and conditions of this agreement and the Report itself.

NB. In the ACT under the Civil Law (Sale of Residential Property) Act 2003 and Regulations, the Report resulting from this Inspection may be passed to the purchaser as part of the sale process, providing it is carried out no more than three months prior to listing and is not more than six months old.

Limited Liability to a Purchaser within the Australian Capital Territory only: Within the Australian Capital Territory (ACT) and in accordance with the ACT Civil Law (Sale of Residential Property) Act 2003 and Regulations, a copy of the Report may be attached to the Contract for Sale.

WARNING: The Purchaser is advised that this Report reflects the condition of the property existing at the time of the Inspection (Inspection Date) and may not reflect the current state. It is, therefore, very strongly recommended that you promptly arrange for another Inspection and Report in accordance with Australian Standard AS4349.1 to be carried out prior to the expiration of the 'Cooling off Period' and settlement.

This is not a Compliance Report strictly in accordance with Civil Law (Sale of Residential Property) Regulations: The Report may contain copies of any approved plans, building approvals, building permit and Certificates of Occupancy. However, any comments made by the person who prepared the Report as to whether or not, in the opinion of the Inspector, the structures on the land substantially comply with the approved plans (if any) are made on the basis of a cursory glance of the plans and not upon a detailed examination. Any opinion expressed as to whether or not any building approval or approval under the Land (Planning and Environment) Act, 1991, is based on the limited knowledge and belief, at the time, of the Inspector. The Purchaser is advised that a Special Purpose Report is available through the Inspector to advise more fully in respect to these matters. The structures may have been damaged by pests, storm, strong wind or fire or the Vendor may have carried out alterations and/or additions to the Property since the Inspection Date. The Report may no longer reflect the true condition of the Property. The structure(s) may no longer be in accordance with the attached plans etc. IT IS STRONGLY RECOMMENDED that, if the Purchaser has any concerns in respect to the compliance of the structures, a Special Purpose Report be obtained. Alternatively, the Purchaser should rely upon his, her or their own enquiries.

Contact the Inspector: Please feel free to contact the Inspector who carried out this Inspection. Often it is very difficult to fully explain situations, problems, access difficulties, building faults or their importance in a manner that is readily understandable by the reader. Should you have any difficulty in understanding anything contained within this Report, then you should immediately contact the Inspector and have the matter explained to you. If you have any questions at all, or require any clarification, then contact the Inspector prior to acting on this Report.

OTHER INSPECTIONS AND REPORTS REQUIRED

It is strongly recommended that the following Inspections and Reports be obtained prior to any decision to purchase the Property. Obtaining these Reports will better equip the purchaser to make an informed decision. Although appliances may be listed in the Report, they have not been tested as this is outside the scope of the standard Building Inspection. Other Inspections we recommend the purchaser obtains before making their decision are:

- Electrical Inspection,
- Plumbing Inspection,
- Structural (Engineer),
- Geotechnical Inspection,
- Drainage Inspection,
- Asbestos Inspection,
- Mould Inspection,
- Gas fitting Inspection,
- Appliances Inspection,
- Air-conditioning Inspection,
- Alarm/Intercom/Data Systems,
- Hydraulics Inspection,
- Mechanical Services,
- Hazards Inspection,
- Fire/Chimney Inspection,
- Estimating Report,
- Garage Door Mechanical,
- Durability exposed surfaces

SMOKE DETECTORS

The occupier/purchaser should satisfy themselves as to the working condition of the smoke detectors, if installed. It is highly recommended that suitable smoke detectors be installed in all residential properties. AS 3786 advises that smoke detectors are required for all buildings where people sleep. It is recommended that an electrician be consulted to advise on those installed or install these detectors.

CRACKING OF BUILDING ITEMS

Regardless of the type of crack(s), a Pre-Purchase Building Inspector carrying out a Pre-Purchase Inspection within the scope of a visual Inspection is unable to determine the expected consequences of the cracks.

Obtaining Information regarding the below all fall outside the scope of this Pre-Purchase Inspection:

- (a)** The nature of the foundation material on which the building is resting,
- (b)** The design of the footings,
- (c)** The site landscape,
- (d)** The history of the cracks and,
- (e)** Carrying out an invasive Inspection.

However, the information obtained from the five items above is valuable in determining the expected consequences of the cracking and any remedial work needed. Cracks that are small in width and length on the day of the Inspection may have the potential to develop over time into structural problems for the homeowner, resulting in major expensive rectification work being carried out. If cracks have been identified in the Report above, then a Structural Engineer is required to determine the significance of the cracking prior to a decision to purchase.

NOTICE TO THE PURCHASER (ACT ONLY)

(a) At the Exchange, and prior to the 'Cooling-off Period', you were given an Inspection Report on the property you intend on purchasing. This Report reflects the condition of the property existing at the time of the Inspection (Inspection Date) and may not reflect the current state. The structures may have been damaged by pests, storm, strong wind or fire or the vendor may have carried out alterations and/or additions to the property since the Inspection date. The Report may no longer reflect the true condition of the property. The structure(s) may no longer be in accordance with the attached plans etc. It is, therefore, very strongly recommended that you urgently arrange for another Inspection and Report in accordance with Australian Standard AS 4349.1 to be carried out prior to exchange, or prior to the expiration of any 'Cooling Off Period' and prior to settlement.

(b) If the Report indicated the presence of termite damage, or recommends any other Inspections or treatments, you should obtain copies of these Reports and any treatment proposals, certificates of treatment carried out, including details of all repairs including copies of quotations, invoices, and any other Reports. It is strongly recommended that you arrange for an Inspection and Report in accordance with AS 4349.3 to verify that the treatment has been successful and carried out in accordance with AS 3660.2, and a further building Inspection in accordance with AS 4349.1.

(c) If you fail to procure a further Inspection and Report as recommended in (a) and (b), or fail to obtain copies of other Reports, treatment proposals, certificates of treatment carried out, details of all repairs including copies of quotations, invoices and any other Reports as recommended in (b) above, then you agree that you have decided not to have a further Inspection and Report carried out, or to obtain copies of treatment proposals, certificates of treatment carried out, details of all repairs including copies of quotations, invoices and any other Reports and have relied upon your own enquires and the Report, knowing the possible consequences, and that the condition of the property, as stated in the Report, may have changed.

(d) You agree that the person carrying out the Inspection **and** the company, partnership or sole trader that employs that person will have no liability to you for any damage or loss you may suffer as a result of your entering the contract to purchase the property, or in connection with completing the purchase of the property as a result of your failure to heed the advice given in (a) and (b) and the warning contained in (c) above, and may use such failure in defense of any claim that you may later make against any of them.

NB. It is a condition of your right to rely upon the Report that you transmit by fax, post, or otherwise deliver the signed "Notice to the Purchaser" (ACT only) to the company, partnership or sole trader at the address detailed on the front of the Report not less than four (4) days prior to the date of settlement. If you fail to complete, sign, or deliver the Notice then it will be deemed that you did not rely upon the report in respect to your decision as to whether or not to purchase the property. This may seriously affect any rights to future compensation to which you may be entitled.

Please cross out the statement below that does not apply: - At the date of settlement, not more than 180 days will have elapsed since the Inspection date.

1. I/We have read and understood the 'Limited Liability to a Purchaser within the Australian Capital Territory only' clause of the Report, and this Notice to the Purchaser. I/We have not arranged for another inspection and report in respect of the property, and it is my/our intention to **rely upon the findings contained in the report**; or

2. I/We have **arranged for another Inspection of the Property and Report** to be carried out, which I/We will use in conjunction with this Report in deciding whether to proceed with the purchase of the property; or

3. I/We have read and understood the 'Limited Liability to a Purchaser within the Australian Capital Territory only' clause of the Report, and this Notice to the Purchaser. I/We have not arranged for another Inspection and Report in respect of the property and have **relied on my/our own enquiries in respect of the condition of the property** as at the date of settlement including any changes in the condition of the property that have taken place since the Inspection date stated in the Report

Timber Pest Report



SUMMARY SHEET

Property Address: 7/11 Doonkuna Street, Reid ACT 2612
Client: Warhurst
Inspection Date: Monday, July 20th 2026
Inspection carried out by: Tom Strickland

This summary is supplied to allow a quick and superficial overview of the Inspection results. This summary is NOT the Report and cannot be relied upon on its own. This summary must be read in conjunction with the full Report and not in isolation from the Report. If there should happen to be any discrepancy between anything in the Report, and anything in this summary, the information in the Report shall override that in the summary. The Report is subject to conditions and limitations. Your attention is particularly drawn to the clauses, disclaimer of liability to third parties, limited liability to a purchaser with the Australian Capital Territory (ACT), and to the notice to the purchaser at the back of this Report.

1.0 ACCESS LIMITATIONS

There were access limitations to the inspection/report. Please refer to section 1.0 of the report.

2.0 TERMITE ACTIVITY

No active subterranean termites (live specimens) were found.

No visible evidence of subterranean termite workings or damage was found.

3.0 BORER ACTIVITY

No visible evidence of borers of seasoned timbers was found.

4.0 DECAY FUNGI

No evidence of damage caused by wood decay (rot) fungi was found.

For complete and accurate information, please refer to the attached 'Visual Timber Pest Report', which is prepared in accordance with AS 4349.3.

CONDITIONS OF THIS INSPECTION

Important Information:

Any person who relies upon the contents of this Report does so acknowledging that the following clauses, which define the scope and limitations of the Inspection, form an integral part of the Report.

This is a **Visual Inspection Only**, prepared in accordance with AS 4349.3, 'Inspection of Buildings Part 3: Timber Pest Inspections'. Visual Inspection was limited to those areas and sections of the property to which reasonable access (see definition) was both available and permitted on the date of Inspection.

The Inspection **did not** include breaking apart, dismantling, removing, or moving objects including but not limited to – foliage, mouldings, roof insulation/sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances, or personal possessions.

The Inspector **cannot** see inside walls, between floors, inside skillion roofing, inside the eaves, behind stored goods in cupboards, or in any other areas that are concealed or obstructed.

The Inspector **did not** dig, gouge, force or perform any other invasive procedures. An invasive Inspection will not be performed unless a separate contract is entered into.

In an occupied property, it must be understood that furnishings or household items may be concealing evidence of Timber Pests, which may only be revealed when the items are moved or removed.

In the case of strata type properties, only the interior of the unit is inspected.

Scope of Report:

This Report only deals with the detection or non-detection of Timber Pest Attack and Conditions Conducive to Timber Pest Attack discernible at the time of inspection. The inspection was limited to the Readily Accessible Areas of the Building and Site (see note below) and was based on a visual examination of surface work (excluding furniture and stored items), and the carrying out of Tests. Note. With strata and company title properties, the inspection was limited to the interior and the immediate exterior of the particular residence inspected. Common property was not inspected.

Limitations:

The Client acknowledges:

- (a)** This Report does not include the inspection and assessment of matters outside the scope of the requested inspection and report.
- (b)** The inspection only covered the Readily Accessible Areas of the Building and Site. 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 and may include – but are not limited to – roofing, fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, clothes, stored articles/materials, thermal insulation, sarking, pipe/duct work, builder's debris, vegetation, pavements, or earth.
- (c)** The detection of dry wood termites may be extremely difficult due to the small size of the colonies. No warranty of absence of these termites is given.
- (d)** European House Borer (*Hylotrupes bajulus*) attack is difficult to detect in the early stages of infestation as the galleries of boring larvae rarely break through the affected timber surface. No warranty of absence of these borers is given. Regular inspections including the carrying out of appropriate tests are required to help monitor susceptible timbers.
- (e)** This is not a structural damage report. Neither is this a warranty as to the absence of Timber Pest Attack.
- (f)** If the inspection was limited to any particular type(s) of timber pest (e.g., subterranean termites), then this would be the subject of a Special-Purpose Inspection Report, which is adequately specified.
- (g)** This Report does not cover or deal with environmental risk assessment or biological risks not associated with Timber Pests (e.g., toxic Mould) or occupational, health or safety issues. Such advice may be the subject of a Special-Purpose Inspection Report which is adequately specified and must be undertaken by an appropriately qualified inspector. The choice of such inspector is a matter for the Client.
- (h)** This Report has been produced for the use of the Client. The Consultant or their firm or company are not liable for any reliance placed on this report by any third party, except as provided in the section Limited Liability To a Purchaser within the Australian Capital Territory.

Determining extent of Damage:

This is not a structural building report, and any inexperienced opinion we provide on timber damage cannot be relied upon. This Report **will not** state the full extent of any Timber Pest damage. It will state Timber Pest Damage found as either 'slight', 'moderate', 'moderate to extensive', or 'extensive', and this information is not the opinion of an expert. If any evidence of Timber Pest activity and/or damage resulting from Timber Pest activity is reported, either in the structure(s) or the grounds of the property, then you must assume that there may be concealed structural damage within the building(s).

This concealed damage may only be found when wall linings, cladding or insulation are removed to reveal previously concealed timbers. In this case, an Invasive Timber Pest Inspection (for which a separate contract is required) is strongly recommended, and you should arrange for a qualified professional such as a builder, engineer, or architect to carry out a structural inspection to determine the full extent of the damage, and the extent of repairs that may be required. You agree that neither we, nor the individual conducting the inspection, are responsible or liable for the repair of any damage, whether disclosed by the Report or not.

Disclaimer of Liability:

No liability shall be accepted on account of failure of the Report to notify any termite activity and/or damage present at, or prior to, the date of the Report, in any area(s) or section(s) of the subject property physically inaccessible for inspection, or to which access for inspection is denied by, or to, the licensed Inspector (including, but not limited to, any area(s) or section(s) specified by the Report).

1.0 ACCESS LIMITATIONS

1.1 Area(s) inspected:

Only structures, fences &/or trees within 50m of the building but within the property boundaries were inspected.

1.2 Common area(s) not inspected:

No Inspection was made, and no Report will be submitted, of inaccessible area(s).

These include, but may not be limited to; cavity walls, concealed frame timbers, eaves, flat roofs, fully enclosed patios, inaccessible parts of the subfloors, inaccessible parts of the roof void, soil concealed by concrete floors, fireplace hearths, wall linings, landscaping, rubbish, floor coverings, furniture, pictures, appliances, stored items, insulation, and hollow blocks/posts etc.

1.3 Area(s) in which visual inspection was obstructed or restricted and why:

Ceiling framing timbers were concealed by insulation. Clothing and other stored items concealed timbers in cupboards and built in robes/closets. Furniture and stored items concealed some of the skirting boards and architraves inside the house. Ceiling framing timbers were concealed by stored goods.

NB. Please note that since a complete Inspection of the above area(s) was not possible, Timber Pest activity and/or damage may exist in these areas.

1.4 The property was furnished at the time of inspection.

Where a property is furnished at the time of Inspection, it must be understood that the furnishings and stored goods may be concealing evidence of Timber Pest activity. This evidence may be revealed when the property is vacated, and a further Inspection of the vacant property is strongly recommended if the house was furnished at the time of inspection.

1.5 Undetected timber pest risk assessment is considered Moderate.

NB. Where the risk is considered “Moderate” or “Moderate-High” or “High”, a further inspection is strongly recommended of areas that were not readily accessible, and of inaccessible or obstructed areas once access has been provided or the obstruction removed. This may require the moving, lifting or removal of obstructions such as floor coverings, furniture, stored items foliage and insulation. In some instances, it may also require the removal of ceiling and wall linings, and the cutting of traps and access holes. Seek further advice from your Consultant.

2.0 TERMITE ACTIVITY

2.1 No active (live) termites were present at the time of Inspection.

2.2 No visible evidence of subterranean termite workings and/or damage was found.

2.3 A termite nest was not found.

2.4 No evidence of timber damage caused by Termite attack was visible at the time of the Inspection.

NB. Where evidence of termite activity by the *Nasutitermes* or *Coptotermes* species was found in the grounds, the risk to buildings is very high. A treatment to eradicate the termites and to protect the building(s) should be carried out. Where the evidence of termite workings was found in the grounds or the building(s), then the risk of a further attack is very high.

2.5 Very important:

If live termites or any evidence of termite workings or damage was reported above, within the building(s) or in the grounds and fences, then it must be assumed that there may be concealed termite activity and/or timber damage. This concealed activity or damage may only be found when alterations are carried out, such as when wall linings, cladding or insulation are removed; or if you arrange for an invasive Inspection. We claim no expertise in structural engineering or building, and we strongly recommend that you have a qualified professional such as a builder, engineer, architect, or other qualified expert determine the full extent of the damage, if any. This may require an invasive Inspection. We take no responsibility for the repair of any damage, whether disclosed by this Report or not (see 'Terms and Limitations').

Where visual evidence of termite workings and/or damage is reported above, but no live termites were present at the time of Inspection, you must realise that it is possible that termites are still active in the immediate vicinity, and that the termites may continue to cause further damage. It is not possible, without further investigation and a number of Inspections over a period of time, to ascertain whether any infestation is active or inactive. Active termites may simply have not been present at the time of Inspection due to a prior disturbance or climatic conditions, or they may have been utilizing an alternative feeding source.

Continued, regular Inspections are essential. Unless written evidence of a termite protection program in accordance with 'AS 3660' with ongoing Inspections is provided, you must arrange for a treatment in accordance with 'AS 3660' to be carried out to reduce the risk of further attack.

2.6 Previous termite treatment: There were no signs of a termite treatment or evidence of a possible previous termite treatment, at the time of inspection.

NB. If there is evidence of drill holes in concrete or brickwork, bait stations or other signs of a possible previous treatment are reported, then the treatment was probably carried out because of an active termite attack. Extensive structural damage may exist in concealed areas. You should have an invasive Inspection carried out, and have a builder determine the full extent of any damage, and the estimated cost of repairs, as the damage may only be found when wall linings etc. are removed. Normally, if a termite treatment has been carried out, then a durable notice should be located in the metre box, indicating the type of termite shield system, treated zone or combination that has been installed.

2.7 Termite management: A durable notice (termite management notice) was not found during the inspection, indicating a barrier system has not been installed.

This firm can give no assurances with regard to work that may have been previously performed by other firms. You should obtain copies of all paperwork and make your own enquiries as to the quality of the treatment when it was carried out, and warranty information. In most cases, you should arrange for a treatment in accordance with "Australian Standard 3660" to be carried out to reduce the risk of further attack.

2.8 General remarks:

Where any current visible evidence of Timber Pest activity is found, it is strongly recommended that a more invasive Inspection be performed. Trees on and near the property up to a height of 2 metres, have been visually Inspected where possible and practicable, for evidence of Termite activity. It is very difficult to locate termite nests since they are underground, and evidence in trees is usually well concealed. Therefore, we strongly recommend that you arrange to have the medium to large eucalypt trees within a 50 metre radius of the property test drilled for evidence of termite nests.

3.0 BORER ACTIVITY

3.1 No visible evidence of borers was found.

The **Lyctid Borer** - The most common lyctid borer in Australia is **Lyctus brunneus (powder post beetle)**. Attack usually takes place during the first six to twelve months of the service life of timber. However, the powder post beetle is not considered a significant pest of timber and treatment of infestation is not usually required. As only the sapwood of certain hardwoods is destroyed, larger-dimensional timbers (such as rafters, bearers, and joists) in a building are seldom weakened significantly to cause collapse. The **Anobiid Borer** There are many different species of Anobiid borer, the most frequently encountered being *Anobium punctatum* (furniture beetle) and *Calymnaderus incisus* (Queensland pine beetle). Attack mainly occurs to softwoods especially pine timbers such as floorboards that have been in service for at least ten years. Should any structural timbers be attacked by Anobiid borers it is often difficult to determine what extent the borer damage has weakened such timbers and replacement is often the only way of ensuring safety from collapse.

In the case of Anobiid borers, once an attack is initiated it is unlikely to cease or die out of its own accord without some sort of eradication treatment. Therefore, unless proof of treatment is provided, evidence of an attack must always be considered active. Although a chemical treatment is an option, replacement of infested timbers with non-susceptible, or treated timber, is the most effective method of treatment. Before any option is considered, competent advice (e.g., from a licensed building contractor) should be sought to determine the extent of any structural damage, and as to the need or otherwise for rectification or repair work.

Other Borers: A further (more invasive) investigation is strongly recommended to determine whether infestation is still active and to positively identify the borer species responsible for the attack. Always seek further advice from the Consultant.

Management Program: Wherever practical, remove any conditions conducive to attack (e.g., *Anobium* borer thrive in badly ventilated subfloor areas). Regular inspections are recommended at intervals not exceeding 12 months. Always seek further advice from the Consultant.

4.0 DECAY FUNGI

4.1 No evidence of damage caused by wood decay (rot) fungi was found.

NB. If any evidence of fungal decay or damage is reported, you should consult a building expert to determine the full extent of damage, and the estimated cost of repairs or timber.

General Description of Attack Decaying wood contains sufficient moisture to retain its original shape and may have sufficient strength to withstand normal loads. In contrast decayed wood is reduced both in moisture content and size as indicated by cracking either along or across the grain or fibres coming apart in a stringy manner. Decayed wood will have undergone considerable strength reduction.

Economic Significance Fungal decay can cause at one extreme, structural failure of the affected timber, and at the other purely superficial surface damage. The most critical determination is that of which timber is affected and decaying because decay will most likely spread (unless sources of moisture are quickly removed). Affected and decayed timber may warrant timber replacement, but the rot should not spread unless a new moisture source becomes available in that area.

Where evidence of decayed timber exists, competent advice (e.g., from a licensed or registered building contractor) should be sought to determine the extent of any structural damage, and as to the need or otherwise for rectification or repair work. It is important to correct any condition conducive to attack prior to replacing decayed wood.

Where evidence of decaying timber exists, competent advice (e.g., from a licensed or registered building contractor) should be sought to remove the condition(s) conducive to attack, and to determine the extent of any structural damage, and as to the need or otherwise for rectification or repair work.

Where the full extent of damage or the overall condition of the timber is undetermined a further inspection is strongly recommended by a competent person (e.g., from a licensed or registered building contractor). This may require monitoring of the timber over a period and include the assessment of conditions conducive to attack in different weather conditions (e.g., to determine the adequacy of existing drainage).

Management Program Remove any conditions conducive to attack (e.g., lack of ventilation or the presence of excessive moisture). Regular inspections are recommended at intervals not exceeding 12 months. Always seek further advice from the Consultant.

5.0 CONDITIONS THAT ARE CONDUCTIVE TO TIMBER PESTS

5.1 Water leaks: At the time of the inspection no leaks were found to be present.

Water leaks, especially in or into the subfloor, or against the external walls; increase the likelihood of termite attack. Leaking showers or leaks from other 'wet areas' also increase the likelihood of concealed termite attack. Hot water overflows should be plumbed away from the building.

NB. We claim no expertise in building, and if any leaks were reported, you should consult a plumber or other building expert to determine the full extent of damage, and the estimated cost of repairs.

5.2 Moisture/drainage: Not applicable as the home is built on a concrete slab.

Lack of Adequate Subfloor Ventilation Inadequate ventilation provides a condition suitable for timber pest infestation. For example, subterranean termites thrive in damp humid conditions typical of those provided in a poorly ventilated subfloor space. Where evidence of a lack of adequate ventilation has been identified in the report, the Client should seek competent advice (e.g., from a licensed or registered building contractor) regarding upgrading ventilation. The Presence of Excessive Moisture Ground levels around the building should be maintained in such a way to minimise water entering under the building. Also, the ground surface in subfloor areas should be kept graded to ensure that moisture does not pond or accumulate in any area. Where necessary, sub-surface drains should be installed and maintained to assist with drainage around and under the building. Likewise, the presence of excessive moisture can often be directly related to ventilation limitations and the resultant high humidity. Also, plumbing oversights and defects such as a leaking drain or tap will provide a microclimate conducive to timber pest attack. Where necessary, the Client should seek competent advice (e.g., from a licensed or registered plumbing contractor) to determine the adequacy of existing drainage and remove any conditions conducive to the presence of excessive moisture. The building may need to be monitored over a period of time to detect or confirm a damp problem. The presence of dampness (including moisture) is not always consistent as the prevailing and recent weather conditions at the time an inspection is carried out may affect the detection of damp problems. Importantly, precipitation at or near the time of inspection does not necessarily guarantee that a damp problem will automatically be evident due to such circumstances as prevailing wind conditions or intensity of rainfall. The absence of any dampness at the time of inspection does not necessarily mean the building will not experience some damp problems in other weather conditions. Likewise, whether services have been used for some time prior to an inspection being carried out will affect the detection of dampness.

5.3 Ventilation: Not applicable as the home is built on a concrete slab.

Lack of Adequate Subfloor Ventilation Inadequate ventilation provides a condition suitable for timber pest infestation. For example, subterranean termites thrive in damp humid conditions typical of those provided in a poorly ventilated subfloor space. Where evidence of a lack of adequate ventilation has been identified in the report, the Client should seek competent advice (e.g., from a licensed or registered building contractor) in regard to upgrading ventilation.

5.4 Hot water services and air conditioning units: There is no need for this work to be carried out.

Hot water services and air conditioning units which release water alongside or near to building walls should be piped to a drain (if not possible then several metres away from the building), as the resulting wet area is highly conducive to termites.

5.5 Slab edge exposure: The slab edge inspection zone does not apply to this property.

Where external concrete slab edges are not exposed, there is a high risk of concealed termite entry.

In some buildings built since July 1995, the edge of the slab forms part of the termite shield system. In these buildings an Inspection zone of at least 75mm should be maintained to permit detection of termite entry. The edge should not be concealed by render, tiles, cladding, flashings, adjoining structures, paving, soil, turf, or landscaping etc. Where this is the case, you should arrange to have the slab edge exposed for Inspection.

Concealed termite entry may already be taking place but could not be detected at the time of the Inspection. This may have resulted in concealed timber damage.

NB. A very high proportion of termite attacks are over the slab edge. Covering the slab edge makes concealed entry easy. This is particularly true of infill type slab construction. Termite activity and/or damage may be present in concealed timbers of the building. We strongly recommend frequent regular inspections in accordance with AS 3660.2.

5.6 Weep holes in external walls: Weep holes are not applicable to this property.

It is very important that soil, lawn, concrete paths, or pavers do not cover the weep holes. Sometimes, they have been covered during the rendering of the brick work. They should be clean and free flowing and covering the weep holes in part or in whole may allow undetected termite entry.

5.7 Termite shields: Not applicable as the home is built on a concrete slab.

Termite Shields (Ant Caps) should be in good order and condition, so termite workings are exposed and visible. This helps prevent termites from gaining undetected entry. Joins in the shielding should have been soldered during the installation. If it is observed that the joins in the shielding have not been soldered, then the shielding must be reported as inadequate. It may be possible for a builder to repair the shielding. If not, a chemical treated zone may need to be installed to deter termites from gaining concealed access to the building. Missing, damaged or poor shields increase the risk of termite infestation. If considered inadequate, a builder or other building expert should be consulted.

Other physical shield systems are not visible to inspection and no comment is made on such systems.

5.8 Bridging or breaching of termite barriers and inspection zones: No bridging or breaching was found.

“Bridging” is the spanning of a termite barrier or inspection zone so that subterranean termites are provided with passage over or around that barrier. “Breaching” is the making of a hole or gap in a termite barrier so that termites are provided with a passage through that barrier.

5.9 Other area(s) and/or situations that appear conducive to (may attract) subterranean termite infestation: Medium to large trees and stumps within a 50 metre radius of the property, due to the nesting conditions.

6.0 OVERALL ASSESSMENT OF THE PROPERTY

6.1 Where evidence of live termites, termite damage or termite workings (mudding) was found in the building(s) then the risk of a further attack is extremely high.

Where evidence of live termites, termite damage or termite workings was found in the grounds but not in the building(s) then the risk to buildings must be reported as high to extremely high.

6.2 At the time of the Inspection, the degree of risk of subterranean termite infestation to the overall property was considered to be **Moderate to High**.

6.3 Subterranean Termite Treatment Recommendation: A management program in accordance with AS 3660-2000 to protect against subterranean termites is considered **not essential, but 6 to 12 monthly inspections are essential**.

6.4 Future Inspections: AS 3660.0-2000 recommends “regular competent Inspections should be carried out at least on an annual basis, but more frequent Inspections are strongly recommended”.

It goes on to inform that “regular Inspections will not prevent termite attack but may help in the detection of termite activity. Early detection will allow remedial treatment to be commenced sooner, and damage to be minimized”.

Due to the degree of risk of subterranean termite infestation noted above and all other findings of this Report; we strongly recommend that a full Inspection and written Report in accordance with AS 4349.3 or AS 3660.2-2000 is conducted at this property every 6 months, but no more than 12 months.

DEFINITIONS

Timber Pest Attack: Means Timber Pest Activity and/or Timber Pest Damage.

Timber Pest Activity: Means telltale signs associated with 'active' (live) and/or 'inactive' (absence of live) Timber Pests at the time of inspection.

Timber Pest Damage: Means noticeable impairments to the integrity of timber and other susceptible materials resulting from attack by Timber Pests.

Major Safety Hazard: Means any item that may constitute an immediate or imminent risk to life, health or property resulting directly from Timber Pest Attack. Occupational, health and safety or any other consequence of these hazards has not been assessed.

Conditions Conducive to Timber Pest Attack: Means noticeable building deficiencies or environmental factors that may contribute to the presence of Timber Pests.

Readily Accessible Areas: Means areas which can be easily and safely inspected without injury to person or property, are up to 3.6 metres above ground or floor levels, in roof spaces where the minimum area of accessibility is not less than 600 mm high by 600 mm wide and subfloor spaces where the minimum area of accessibility is not less than 400 mm high by 600 mm wide, providing the spaces or areas permit entry. The term 'readily accessible' also includes accessible subfloor areas on a sloping site where the minimum clearance is not less than 150 mm high, provided that the area is not more than 2 metres from a point with conforming clearance (i.e., 400 mm high by 600 mm wide); and areas at the eaves of accessible roof spaces that are within the consultant's unobstructed line of sight and within arm's length from a point with conforming clearance (i.e. 600 mm high by 600 mm wide).

Client: Means the person or persons for whom the Timber Pest Detection Report was carried out or their Principal (i.e., the person or persons for whom the report was being obtained).

Timber Pest Detection Consultant: Means a person who meets the minimum skills requirement set out in the current Australian Standard AS 4349.3 Inspections of Buildings. Part 3: Timber Pest Inspection Reports or state/territory legislation requirements beyond this Standard, where applicable.

Building and Site: Means the main building (or main buildings in the case of a building complex) and all timber structures (such as outbuildings, landscaping, retaining walls, fences, bridges, trees, and stumps with a diameter greater than 100 mm and timber embedded in soil) and the land within the property boundaries up to a distance of 50 metres from the main building(s).

Timber Pests: Means one or more of the following wood destroying agents which attack timber in service and affect its structural properties:

Chemical Delignification: The breakdown of timber through chemical action.

Fungal Decay: The microbiological degradation of timber caused by soft rot fungi and decay fungi, but does not include Mould, which is a type of fungus that does not structurally damage wood.

Wood Borers: Wood destroying insects belonging to the order 'Coleoptera' which commonly attack seasoned timber.

Termites: Wood destroying insects belonging to the order 'Isoptera' which commonly attack seasoned timber.

Tests: Means additional attention to the visual examination was given to those accessible areas which the consultant's experience has shown to be particularly susceptible to attack by Timber Pests. Instrument testing of those areas and other visible accessible timbers/materials/areas showing evidence of attack was performed.

Instrument Testing: Means where appropriate the carrying out of Tests using the following techniques and instruments:

- (a) Electronic moisture detecting meter - an instrument used for assessing the moisture content of building elements.
- (b) Stethoscope - an instrument used to hear sounds made by termites within building elements.
- (c) Probing - a technique where timber and other materials/areas are penetrated with a sharp instrument (e.g., bradawl or pocket knife), but does not include probing of decorative timbers or finishes, or the drilling of timber and trees; and
- (d) Sounding - a technique where timber is tapped with a solid object.

IMPORTANT MAINTENANCE ADVICE REGARDING INTEGRATED PEST MANAGEMENT FOR PROTECTING AGAINST TIMBER PESTS

You should read and understand the following important information. It will help explain what is involved in a Timber Pest Inspection, the difficulties faced by a Timber Pest Inspector, and why it is not possible to guarantee that a property is free of Timber Pests. It also details important information about what you can do to help protect your property from Timber Pests. This information forms an integral part of the Report. Any structure can be attacked by Timber Pests. Periodic maintenance should include measures to minimise possibilities of infestation in and around a property. Factors which may lead to infestation from Timber Pests include situations where the edge of the concrete slab is covered by soil or garden debris, filled areas, areas with less than 400mm clearance, foam insulation at foundations, earth/wood contact, damp areas, leaking pipes, etc.; form-work timbers, scrap timber, tree stumps, mulch, tree branches touching the structure, wood rot, etc. Gardens, pathways, or turf abutting or concealing the edge of a concrete slab will allow for concealed entry by timber pests any timber in contact with soil such as form-work, scrap timbers or stumps must be removed from under and around the buildings and any leaks repaired. You should endeavor to ensure such conditions DO NOT occur around your property. We further advise that you engage a professional pest control firm to provide a termite management program in accord with AS 3660 to minimise the risk of termite attack. There is no way of preventing termite attack. Even AS 3660 advises that "the provision of a complete termite barrier will impede and discourage termite entry into a building. It cannot prevent termite attack. Termites can still bridge or breach barriers, but they can be detected more readily during routine inspections."

Reasonable access:

Unless specified in writing, the inspection only covered the Readily Accessible Areas of the Building and Site.

The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Areas which are not normally accessible were not inspected and include - but not limited to – inside walls, the interior of a flat roof or beneath a suspended floor filled with earth.

Building Interior, the Consultant did not move or remove any ceilings, wall coverings, flooring, floor coverings (including carpeting), furnishing, equipment, appliances, pictures, or other household goods. In an occupied property, furnishings or household items may be concealing evidence of timber pest attack which may only be revealed when the items are moved or removed.

Building Exterior, Roof Exterior and Site, the Consultant did not move or remove any obstructions such as wall cladding, awnings, trellis, earth, plants, bushes, foliage, stored materials, debris, or rubbish. Due to the 'secretive' nature of timber pests, it is possible that hidden damage may exist in concealed areas, e.g., wall framing. Damage may only be found when the obstruction is removed. In the case of buildings constructed on concrete slabs, if the edge of the slab or any weep hole or vent at the base of external walls is concealed by pavements, gardens, lawns, or landscaping then it is possible for termites to gain undetected entry into the building. The building of gardens or planting of shrubs close to the perimeter of the building can promote and conceal termite entry points. The storage of cellulose materials such as building materials and firewood near the ground or building may encourage termite activity.

Roof Space Obstructions such as roofing, stored articles, thermal insulation, sarking, and pipe/duct work may be concealing evidence of timber pest attack which may only be revealed when the obstructions are moved or removed. Also, bodily access should be provided to the interior of all accessible roof spaces. In accordance with Australian Standard ASS 4349 the minimum requirement is a 400mm by 500 mm access manhole.

Subfloor Space Subfloor areas should be kept free from all vegetation (including tree stumps) and other cellulose material which may encourage timber pest activity. Also, storage of materials in subfloor areas is not recommended as it reduces ventilation and makes inspection difficult. Obstructions may be concealing evidence of timber pest attack which may only be revealed when the obstructions are moved or removed. Bodily access should be provided to all accessible subfloor areas with the minimum requirement being a 500 mm x 400 mm access manhole. In the case of suspended floors, if the clearance between the ground and structural components is less than 400 mm, then the ground should be excavated to provide the required clearance, subject to maintaining adequate drainage and support to footings. If the subfloor has been sprayed for subterranean termites or if the area is susceptible to mould growth, appropriate health precautions must be followed before entering the area. Also, special care should be taken not to disturb the treated soil. Always seek further advice from the Consultant.

A further inspection is strongly recommended of those areas that were not readily accessible and of inaccessible or obstructed areas once access has been provided or the obstruction removed. This will involve a separate visit to the site, permission from the owner of the property and additional cost.

Unless stated otherwise, any recommendation or advice given in this Report should be implemented as a matter of urgency.

A more invasive physical inspection is available and recommended:

As detailed above, there are many limitations to this visual inspection only. With the permission of the owner of the premises we WILL perform a more invasive physical inspection that involves moving or lifting insulation, stored items, furniture, or foliage during the inspection. We WILL physically touch, tap, test and when necessary, force/gouge suspected accessible timbers. We WILL gain access to areas, where physically possible and considered practical and necessary, by way of cutting traps and access holes.

This style of Report is available by ordering with several days' notice. Inspection time for this style of Report will be greater than for a VISUAL INSPECTION.

It involves disruption in the case of an occupied property, and some permanent marking is likely. You must arrange for the written permission of the owner who must acknowledge all the above information and confirm that our firm will not be held liable for any damage caused to the property.

A price is available on request.

Concrete slab homes:

Homes constructed on concrete slabs pose special problems with respect to termite attack. If the edge of the slab is concealed by concrete paths, patios, pavers, garden beds, lawns, foliage, etc. then it is possible for termites to affect concealed entry into the property, and they can then cause extensive damage to concealed framing timbers. Even the most experienced Inspector may be unable to detect their presence due to concealment by wall linings. Only when the termites attack timbers in the roof void, which may in turn be concealed by insulation, can their presence be detected. Where termite damage is in the roof, it should be expected that concealed framing timbers will be extensively damaged. With a concrete slab home, it is imperative that you expose the edge of the slab and ensure that foliage and garden beds do not cover the slab edge. Weep holes must be kept free of obstructions.

It is strongly recommended that you have a Termite Inspection in accordance with AS 3660.2 carried out every 6 to 12 months.

Subterranean termites:

No property is safe from termites. General Description of Attack Timber hollowed beneath; some cracking at the surface of timber; earthen channels present; or pale faecal spots present.

Important note:

As a delay may exist between the time of an attack and the appearance of telltale signs associated with the attack, it is possible that termite activity and damage exists though not discernible at the time of inspection.

Treatment After discovery of an active infestation, it is imperative that the species of termite is accurately identified before costly (and sometimes unnecessary or inappropriate) methods of treatment are initiated. Only economically important species which are known to attack timber structures should be treated.

In the case of economically important species, it is important that the termite workings are not further disturbed until the proposed method of control has been determined by a licensed pest control operator. Premature attempts to repair or replace infested timber may cause the termites to withdraw from the area temporarily, thereby hindering effective treatment. Any repair or replacement of infested timber should be carried out after the appropriate treatment has been completed.

Where evidence of active termites is detected within a building or within 50 metres of any building, it must always be assumed that the termites may also be active in areas of the property not inspected. Accordingly, where the termites are known to be of economic significance, a further (more invasive) inspection is strongly recommended of areas which were inaccessible, not readily accessible or obstructed at the time of inspection.

Termite Workings and Damage Where evidence of damage to building timbers exists, competent advice (e.g. from a licensed or registered building contractor) should be obtained to determine the extent of any structural damage and as to the need or otherwise for rectification or repair work.

Where evidence of inactive termites is located within the building, it is possible that termites are still active in areas of the property not inspected and they may continue to cause damage. A furthermore invasive inspection is strongly recommended of areas which were inaccessible, not readily accessible or obstructed at the time of inspection.

Where evidence of an inactive termite infestation exists, it is not possible, without benefit of further investigation and inspections over a period, to ascertain whether any infestation is active or inactive. Continued, regular, inspections are essential.

Where evidence of termite attack exists to any trees or tree stumps a more conclusive search should be undertaken. This may require the tree or stump to be drilled to determine the existence of a termite nest. In addition, the soundness and stability of any standing trees identified as being affected by termite attack should be confirmed. Always seek further advice from the Consultant.

Previous Treatments Where evidence of a possible termite treatment was located, the Client should obtain and keep on file all relevant documents pertaining to the extent of the treatment, any service warranties and advice in regard to the building owner's obligation to maintain the treatment and/or barrier. If evidence of a previous treatment of termite infestation is noted, and appropriate documentation is not available, the Client must assume that the termite infestation may still be active in areas of the property not inspected. Accordingly, a re-treatment may be required. Always seek further advice from the Consultant.

Frequency of Future Inspections Australian Standard AS 3660 recognises that regular inspections will not prevent termite attack but may help in the detection of termite activity. Early detection will allow remedial treatment to be commenced sooner and damage to be minimised.

Inspections at intervals not exceeding twelve (12) months are recommended. Where the termite risk is high or the building type susceptible to termite attack, more frequent inspections (3-6 months) should be undertaken.

Risk management options:

To help protect against financial loss, it is essential that the building owner immediately control or rectify any evidence of destructive timber pest activity or damage identified in this inspection report. The Client should further investigate any high-risk area where access was not gained. It is strongly advised that appropriate steps be taken to remove, rectify or monitor any evidence of conditions conducive to timber pest attack.

To help minimise the risk of any future loss, the Client should consider whether the following options to further protect their investment against timber pest infestation are appropriate for their circumstances:

Undertake thorough regular inspections at intervals not exceeding twelve months or more frequent inspections where the risk of timber pest attack is high, or the building type is susceptible to attack. To further reduce the risk of subterranean termite attacks, implement a management program in accordance with Australian Standard AS 3660. This may include the installation of a monitoring and/or baiting system, or chemical and/or physical barrier. However, AS 3660 stresses that subterranean termites can bridge, or breach barrier systems and inspection zones and that thorough regular inspection of the building are necessary.

CONTACT THE INSPECTOR

Please feel free to contact the Inspector who carried out this inspection. Often it is very difficult to fully explain situations, problems, access difficulties or timber pest activity and/or damage in a manner that is readily understandable by the reader. Should you have any difficulty in understanding anything contained within this Report, then you should immediately contact the Inspector and have the matter explained to you.

If you have any questions at all or require any clarification, then contact the Inspector prior to acting on this Report.

NOTICE TO THE PURCHASER

(a) Prior to or on Exchange, and prior to the commencement of the 'Cooling-off Period', you were given an Inspection Report on the Property you intend on purchasing ("the Report"). The Purchaser is advised that this Report reflects the condition of the property existing at the time of the Inspection (Inspection Date) and may not reflect the current state. Timber Pests, particularly Termites, may have gained entry to the property since the Inspection Date. Termites can, in a relatively short period, cause significant damage to both structural and non-structural timbers within and around the buildings of the Property.

Termites (white ants) may be difficult to detect and much of the damage caused may not be readily visible. If damage exists, then it may cost thousands of dollars to repair.

It is, therefore, very strongly recommended that you urgently arrange for another Inspection and Report in accordance with AS4349.3 to be carried out prior to exchange, or prior to the expiration of any 'Cooling off Period', and prior to settlement.

(b) If the Report indicated the presence of Termites, termite damage or recommends any treatments or other Inspections and Reports, you should obtain copies of the treatment proposal, any certificates of treatments carried out, details of all repairs including copies of quotations, invoices, and any other Reports.

It is strongly recommended that you arrange for an Inspection and Report in accordance with AS 4349.3 to verify that the treatment has been successful and carried out in accordance with AS 3660.2 and a further building Inspection in accordance with AS 4349.1.

(c) If you fail to procure a further Inspection and report as recommended in (a) and (b), or fail to obtain copies of the treatment proposal, certificates of treatment carried out, details of all repairs including copies of quotations, invoices and any other reports as recommended in (b) above, then it will be deemed that you have decided not to have a further Inspection and report carried out, or to obtain copies of certificates of treatments carried out, details of all repairs including copies of quotations, invoices and any other reports.

It will be deemed that you have relied upon your own enquiries and the report, knowing the possible consequences and that the condition of the property, as stated in the report, may have changed.

(d) The person carrying out the Inspection and the company, partnership or sole trader that employs that person will have no liability to you for any damage or loss you may suffer as a result of your entering the contract to purchase the property or in connection with completing the purchase of the property as a result of your failure to heed the advice given in (a) and (b) and the warning contained in (c) above, and may use such failure in defense of any claim that you may later make against any of them.

Compliance Report



COMPLIANCE REPORT

This is a Compliance Report regarding any unapproved structures or alterations. ACT Property Inspections have accessed the attached Building File from ACT Planning and Land Authority (ACTPLA) and hold no responsibility for any inaccuracies in the Building File supplied by ACTPLA. The Compliance report is based solely upon the information available from the Building File which does not contain information regarding Plumbing or Electrical work that has taken place since the original construction. Information regarding the Plumbing and Electrical is available upon application from ACTPLA. Since we are not Plumbers or Electricians, we are unable to comment on those works. If structures have been noted as requiring approval, a Certifier should be engaged to assess if the structure will comply with the relevant ACT legislation. Owners must be aware that unapproved structures may not comply and may require significant repair, design change or possible removal.

Property Address: 7/11 Doonkuna Street, Reid ACT 2612
Unit, Block & Section: Unit 7 Block 2 Section 8 REID
Inspection Date: Monday, July 20th 2026

APPROVAL STATUS

Description	Plan number	Certificate of occupancy date	Approval status
Brick & Concrete Townhouse – Unit 7	53932+/B/D/N/O	19/12/1980	Approved.
Roof material change tiles to colorbond	-	-	This work is unapproved as structural changes are required to allow for the lighter weight roof cladding. Building approval is required.
Installation of skylight	-	-	This work is exempt from approval. No action is required.

ACTPLA COMMENTS

- No site plan for 53932
- Only amendments B, D, N & O relate to Unit 7

SURVEY REPORT

Survey Report completed by	Date Survey report was completed	Comments
D.W. Williams & McDonald Pty Ltd	Wednesday, 23 April 1980	There are no apparent encroachments upon this land or by this property on adjoining lands or street. Brick Garage and Store added 10/10/1980. Brick Screen Wall added 09/12/1980.

Conveyancing File



CONVEYANCING BUILDING FILE INDEX

SUBURB: REID

SECTION: 8

BLOCK: 2

UNIT: 7

EX GOV:	NO
---------	----

[illegible]

For any incomplete approvals please email acbuildingconveyance@act.gov.au for further information on how to complete.

Drainage Plan Number: 34713

Survey: Y (3)

Comments:

- NO SITE PLAN FOR 53932.
- ONLY AMENDMENTS B,D,N,O RELATE TO UNIT 7.

CONVEYANCING PART 2

No information is provided in respect of electrical, drainage or sewer matters and or to the location of overhead power lines or underground cables in relation to the building.

	<u>Yes</u>	<u>No</u>
1. (a) Is this a government or ex government house?	☐	☒
(b) If yes, is there a building file with approvals on it?	☐	☐
2. Is there any record of incomplete building work on the building file?	☐	☒
If yes - file copies attached		
3. Are there any records on the building file of current (within 5 years) housing Indemnity insurance policies for building work? If yes - file copies attached	☐	☒
4. Are there any records on the building file showing building applications still being processed? (Current within 3 years) If yes - file copies attached	☐	☒
5. Are there any records on the building file in relation to loose-fill asbestos insulation?	☐	☒
If available, copies of the following documents are provided:		
• Certificate/s of Occupancy and Use	☒	☐
• Survey Certificates	☒	☐
• Unit Plan/Unit Entitlements (if property is unit titled)	☐	☒
• Approved Building Plans	☒	☐
• Ex- government Building Plans*	☐	☒
If requested:		
• Drainage Plan(s)	☒	☐

ASBESTOS

The ACT Government is not able to guarantee the accuracy of the information in this report.

You should make your own enquiries and obtain reports (from a licensed Asbestos Assessor) in relation to the presence of loose fill asbestos insulation (and other forms of asbestos) on the premises. For more information go to the Asbestos Awareness Website –

www.asbestos.act.gov.au

Please note: Development Approval plans will not be included in this report (We do not receive Development Approval Plans unless they are part of a Building Approval in which case they become Building Approval Plans), if development approval was granted you can request copies of the Development Approval plans from ACEPDcustomerservices@act.gov.au.

Please Note: Building approvals that have been generated via eDevelopment will be issued with a project number prefixed by the letter B. Initial building approval documentation will be identified with project number B20XXXX only but will be referenced as B20XXXX/A on the Certificate of Occupancy and Use. Any amendments to the original approval will be issued with the project number and an alphanumeric digit. The first amendment will be identified as B20XXXX/B, the second amendment B20XXXX/C etc. Not all eDevelopment plans will be stamped with the plan number.

***Ex Government plans:** Plans are typical and not specific to each residence. There may be slight changes to the layout or window locations that were not required to be approved.

Search officer comments (if any?)

Search officer initials: Ash C

Cost of application: \$ 149.49

Date completed:

16/07/2026

FORM 1

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 202Block 2
Register Book Volume 787Section 8
Folio 35Division of REID
Deposited Plan No. 5169Address of the Corporation for service of documents R&B HOMES PTY. LTD., P.O. BOX 418, CIVIC SQUARE, A.C.T., 2608

I, LAURANCE CECIL McDONALD
of 190 OSBURN DRIVE, MACGREGOR, A.C.T., 2615
a surveyor registered under the Surveyors Ordinance 1967-1975 hereby certify that the diagram on this sheet shows the boundaries of the abovementioned parcel of land; the boundaries of each unit that is a Class B unit as defined in the Unit Titles Ordinance 1970-1975 in which the parcel is to be subdivided; the boundaries at ground level, or projected to ground level, of the extremities of each building or building in course of erection on the parcel and each building or building in course of erection is wholly within the parcel.

Dated this TWENTIETH day
of AUGUST, 1980.

L. McDonald
Registered Surveyor

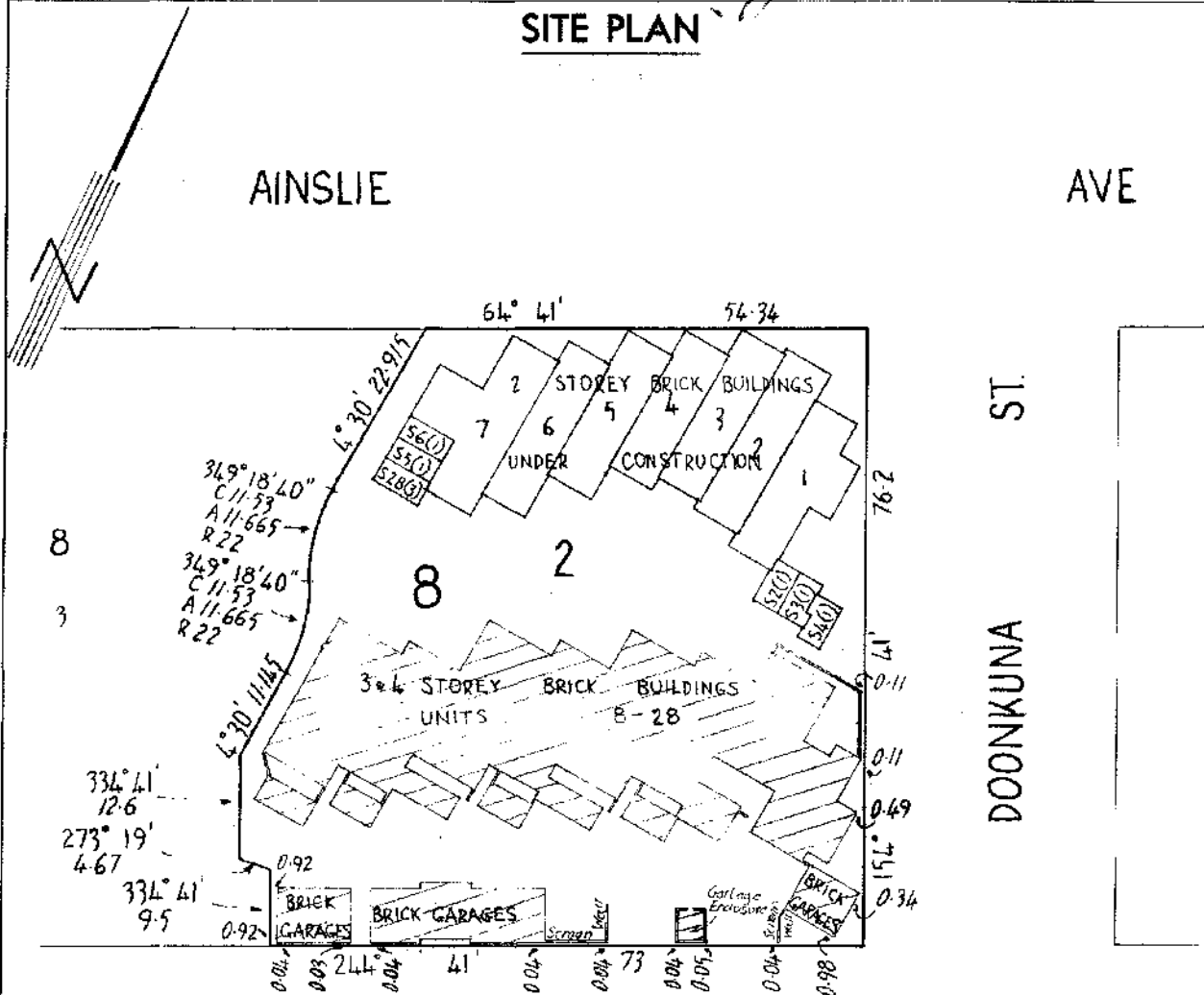
Approved under the Unit Titles Ordinance 1970-1975 as the Units Plan for the sub-division of the abovementioned parcel of land.

Dated this Twentieth day
of September, 1980

Delegate at the Minister of State for the Capital Territory

Registered by me on the
third day of October, 1980,
at ten minutes past ten o'clock
in the fore noon, the number allocated to the
Units Plan being 202
The terms of the leases of the units and lease of the
common property expire on the first
day of July 2078

[Signature]
Registrar of Titles

SITE PLAN

ALLAMBIE

Scale: 10 8 6 4 2 0
1:750

R&B HOMES PTY. LTD.
Applicant

FORM 2

Real Property (Unit Titles) Ordinance 1970

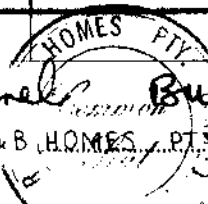
UNITS PLAN No. 202

SCHEDULE OF UNIT ENTITLEMENTS

Block 2 Section 8 Division of REID

Column 1			Column 2	
Unit No.	Unit Entitlement	Unit Subsidiaries	Certificate of Title	
			Volume	Folio
1	391	0	799	1
2	453	1	799	2
3	433	1	799	3
4	399	1	799	4
5	440	1	799	5
6	403	1	799	6
7	450	0	799	7
8	477	5	799	8
9	426	5	799	9
10	426	5	799	10
11	278	3	799	11
12	293	3	799	12
13	351	4	799	13
14	336	3	799	14

Aggregate



 Director *R. B. Winneke* Secretary *R. B. Winneke*

 R.B. HOMES PTY. LTD.

Applicant

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

Dated this *Twenty-ninth* day of *September* 1980

J. Redman

Delegate of the Minister of State for the Capital Territory

41 of 74

The Certificate of Title issued for each of the units into which the parcel of land has been sub-divided is as shown in Column 2 above. The Certificate of Title for the common property is Register Book Volume Folio

Registrar of Titles

FORM 3

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 202

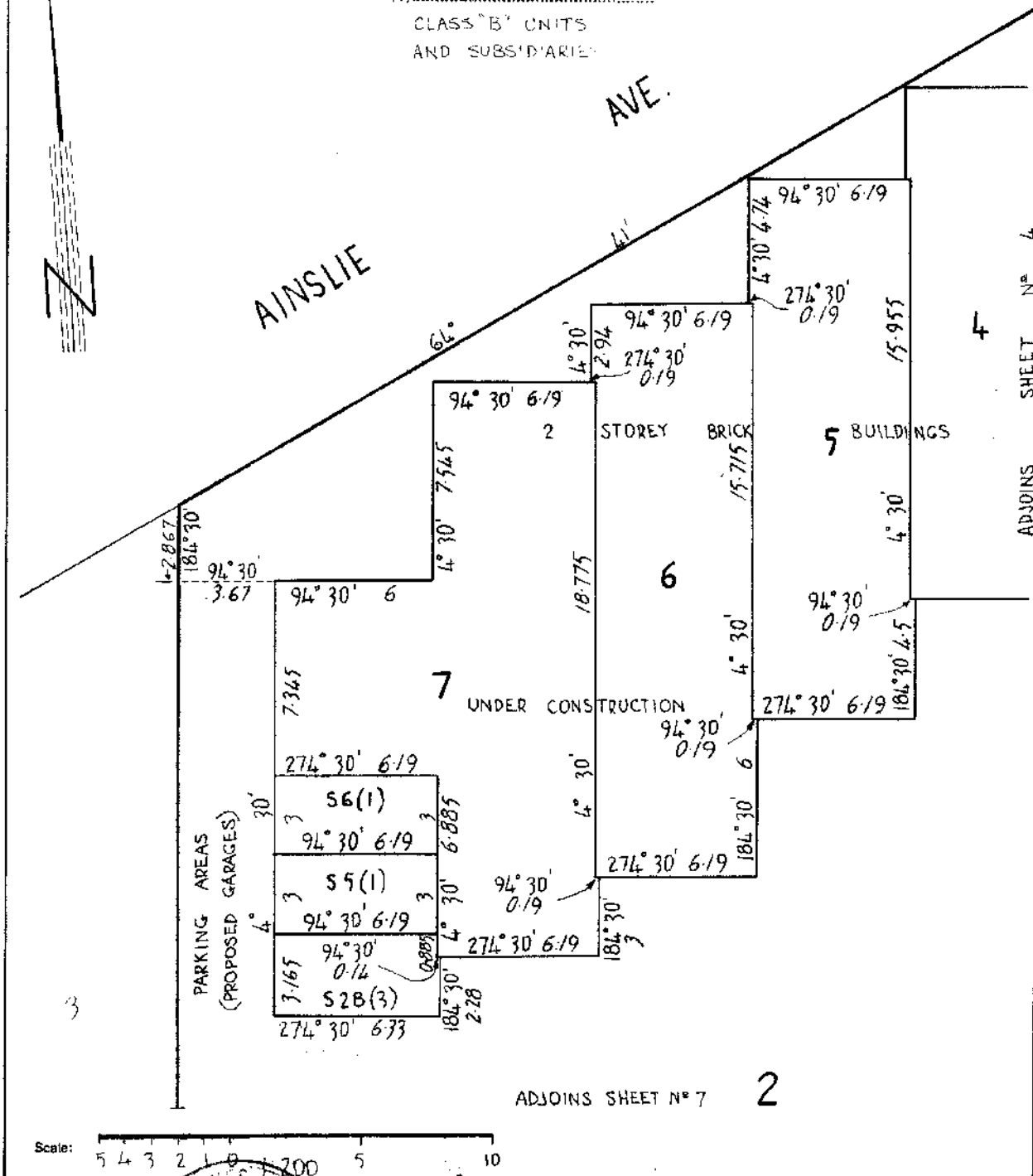
Block 2, Section 8, Division of REID

FLOOR PLAN

(1).....GROUND.....

CLASS "B" UNITS
AND SUBSIDIARIES

(t) Number of floor



R&R HOMES CTY. LTD

Applicant

Delegate of the Minister of State for the Capital Territory

REGISTERED SURVEYORS



Surveyor's Certificate

There are no encroachments by or upon any adjoining land or street.

OK
4/10



D. W. WILLIAMS & McDONALD PTY. LIMITED
REGISTERED SURVEYORS

L.C. McDONALD, B.SURV., M.I.S. (AUST.)
190 OSBURN DRIVE
MACGREGOR, A.C.T. 2615
Phone: 54 2994



23/4/80

Surveyor's Certificate

All that piece or parcel of land being UNIT No. 7 as shown on the Units Plan of BLOCK 2 SECTION 8, DIVISION of REID, CANBERRA CITY DISTRICT, AUSTRALIAN CAPITAL TERRITORY.

I HEREBY CERTIFY that I have surveyed the boundaries of the above mentioned land as shown by red edging on the sketch below.

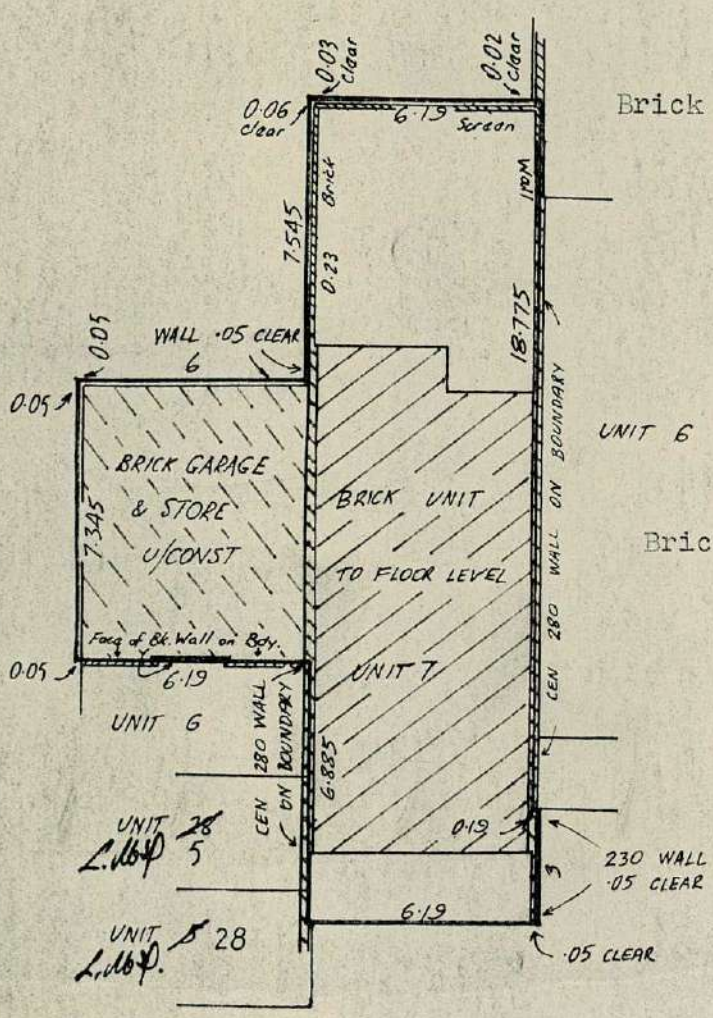
Erected on the said block are the brick walls to floor level of a Brick Unit. This Unit stands in relation to the surveyed boundaries as shown on the sketch plan.

There are no encroachments by or upon any adjoining land or street.

L. McDonald
REGISTERED SURVEYOR

Brick Garage and Store added 10/10/80.

L. McDonald
REGISTERED SURVEYOR



BLOCK 2
SEC 8

Brick Screen Wall

added - 9/12/80.

L. McDonald
REGISTERED SURVEYOR

SCALE 1:200
METRES

OK
11/12

5

D. W. WILLIAMS & McDONALD PTY. LIMITED
REGISTERED SURVEYORS

L.C. McDONALD, B.SURV., M.I.S. (AUST.)
190 OSBURN DRIVE
MACGREGOR, A.C.T. 2615
Phone: 54 2994



23/4/80

Surveyor's Certificate

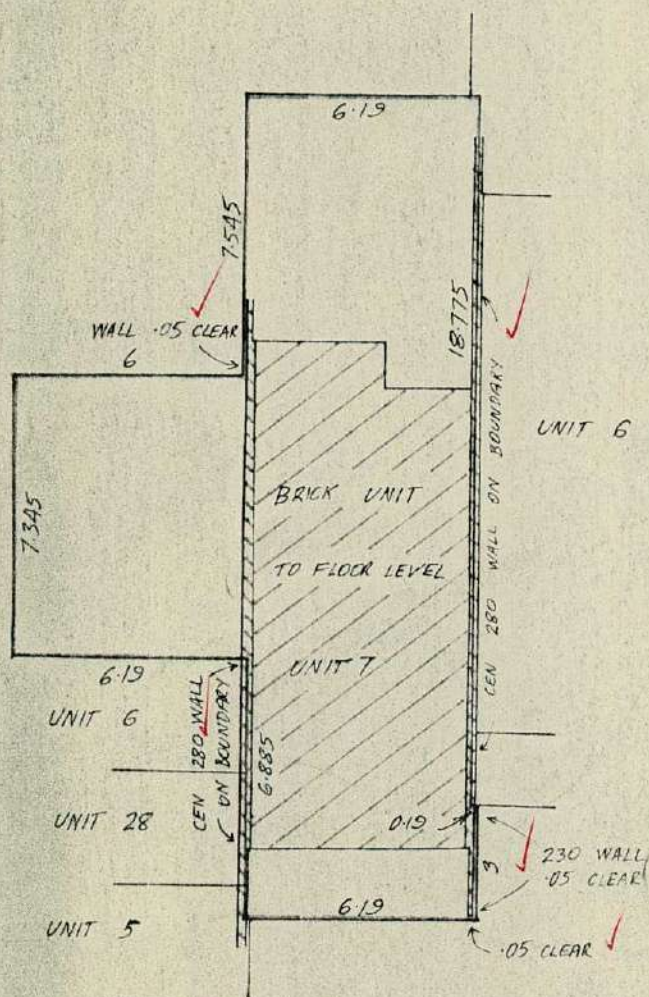
All that piece or parcel of land being UNIT No. 7 as shown on the Units Plan of BLOCK 2 SECTION 8, DIVISION of REID, CANBERRA CITY DISTRICT, AUSTRALIAN CAPITAL TERRITORY.

I HEREBY CERTIFY that I have surveyed the boundaries of the above mentioned land as shown by red edging on the sketch below.

Erected on the said block are the brick walls to floor level of a Brick Unit. This Unit stands in relation to the surveyed boundaries as shown on the sketch plan.

There are no encroachments by or upon any adjoining land or street.

L. McDonald
REGISTERED SURVEYOR



BLOCK 2
SEC 8

SCALE 1:200
METRES

Siting OK
28/4/80



CERTIFICATE OF OCCUPANCY OR USE

Pursuant to Part V of the Building Ordinance 1972, the building consisting of;

BRICK & CONCRETE TOWNHOUSE UNIT 7

situated at

Block 2	Section 8	Division R21D
or situated at		

is considered to be substantially in accordance with the prescribed requirements for occupancy and use, subject to the endorsements listed below.

Approved plan Nos. 53932 & "AMT's" B/D/E/G/I/N/C/K	
Type of construction *	Class of occupancy * (*as defined in the Building Manual A.C.T.) 1
Permit No. 25304	Name of permit holder W. C. PARSON

Endorsements

The issue of this Certificate does not affect the liability of a person to comply with the provisions of a law of the Territory (including the Building Ordinance) relating to the building work nor does it authorise the use of the land contrary to a provision, covenant or condition of lease.

12294

SEE OVERLEAF

Deputy Building Controller

date

19/12/80

Depth of the Capital Territory

18



PLANS AND SPECIFICATIONS EXAMINED
AND RECOMMENDED FOR APPROVAL BY

_____/ 19
ENGINEER FOR WATER SUPPLY AND SEWERAGE

_____/ 19
CHIEF ELECTRICAL ENGINEER

_____/ 19
STRUCTURAL ENGINEER

_____/ 19
SENIOR TECHNICAL OFFICER

APPROVED FOR CONSTRUCTION BY THE
HOLDER OF " " CLASS LICENCE.
TYPE OF CONSTRUCTION REQUIRED,
CLASS OF OCCUPANCY.

L. R. R. R. 22 AUG 1980

DEPUTY BUILDING CONTROLLER UNDER
BUILDING ORDINANCE 1972

APPROVED IN RESPECT OF NOMINATED
AMENDMENTS No's C-E ONLY. ANY OTHER
VARIATIONS TO THE ORIGINALLY APPROVED
PLAN ARE NOT APPROVED

NO	DATE	AMMENDMENT
a.	11-3-80	GARAGES, LEVELS, DIMENSIONS, DOORS, WINDOWS
b.	10-3-80	DUCT LOCATION UNIT 6.
c.	11-7-80	DIMENSIONS, COUNTRYWALL PIER'S LOCATED TREAD REMOVED FROM STAIRCASES. DOORSILL & CAVITY GUIDE TO BATHROOM.
d.	12-7-80	DOOR TO BEDRM. OF 14 MOVED
e.	12-7-80	GARAGE UNIT 1, FL 5 GNR 1234 LOWERED

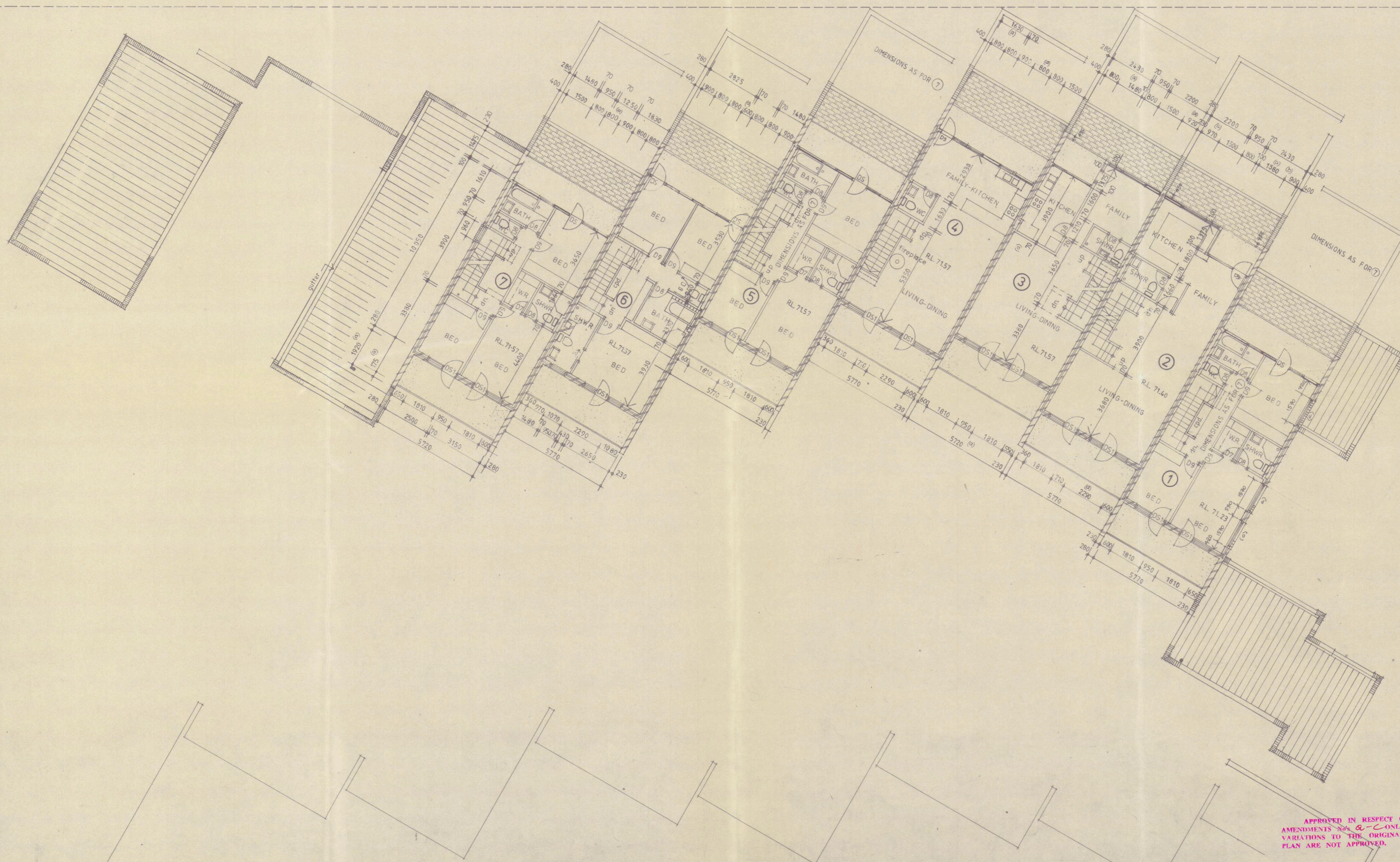
[illegible]

ARCHITECTS	TONE WHEELER ARAIA PO BOX 507 WODEN ACT 31 5758 AND R&B CONSTRUCTIONS
ENGINEERS	K.S. SELICK & ASSOC. BOUGAINVILLE ST MANUK

SCALE 1:100	DATE DEC 1979
JOB 7930	DRAWING NO. 102 E
DRAWN BY LH	APPROVED

DRAWING TITLE
STAGE 1
LEVEL 1
AINSLIE AVE

ARGYLE SQUARE, REID
132 TOWNHOUSES
SECTION 8 REID ACT. 7
BY R & B CONSTRUCTIONS
7 BALANU PL GIRALANG ACT 41 2850



APPROVED IN RESPECT OF NOMINATED
AMENDMENTS NO'S a-c ONLY. ANY OTHER
VARIATIONS TO THE ORIGINALLY APPROVED
PLAN ARE NOT APPROVED.

NOTES

[illegible][illegible]

ARCHITECTS	TONE WHEELER ARAIA PO BOX 507 WODEN AC 31 5758 AND R&B CONSTRUCTIONS
ENGINEERS	K.S. SELICK & ASSOC. BOUGAINVILLE ST. MANUKA

SCALE 1:100	DATE DEC 1979
JOB 7930	DRAWING NO. 103C
DRAWN BY bill	APPROVED

DRAWING TITLE
STAGE 1
LEVEL 2
AINSLIE AVE.

ARGYLE SQUARE, REID
132 TOWNHOUSES
SECTION 8 REID A.C.T.
BY R & B CONSTRUCTIONS
7 BALANU PL. GIRALANG A.C.T. 41 2850



APPROVED IN RESPECT OF NOMINATED
AMENDMENTS No. 102 ONLY. ANY OTHER
VARIATIONS TO THE ORIGINALLY APPROVED
PLAN ARE NOT APPROVED.

[illegible][illegible]

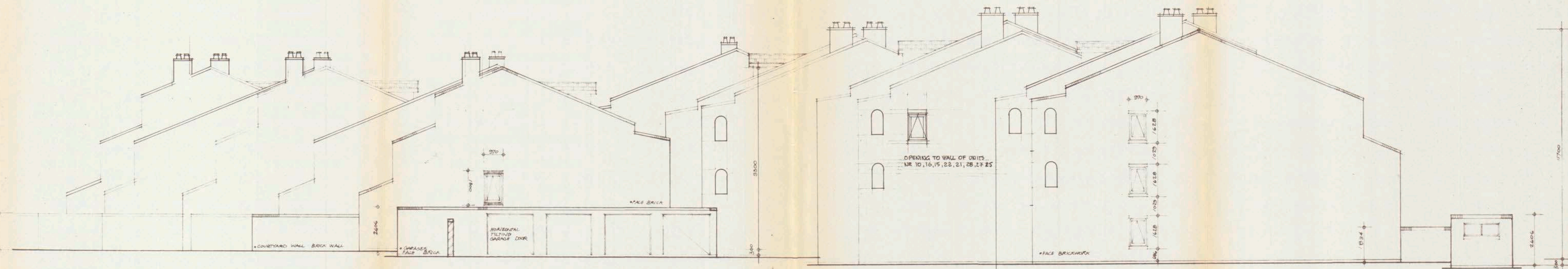
ARCHITECTS	TONE WHEELER ARAIA PO BOX 507 WODEN ACT 31 5758 AND R&B CONSTRUCTIONS
ENGINEERS	K.S. SELICK & ASSOC. BOUGAINVILLE ST. MANUKA

SCALE 1:100	DATE DEC 79
JOB 7930	DRAWING NO. 104 B.
DRAWN BY bill	APPROVED

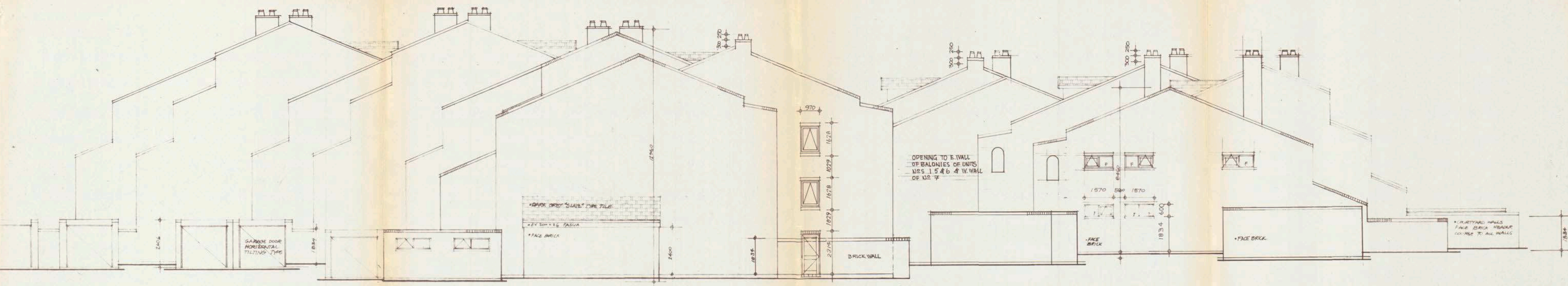
DRAWING TITLE
STAGE 1
LEVEL 3
AINSLIE AVE

ARGYLE SQUARE, REID
132 TOWNHOUSES
SECTION 8 REID A.C.T.
BY **R & B** CONSTRUCTIONS
7 BALANU PL GIRALANG ACT. 41 2850

PLANS/TITLE No. 539.32
Received Building Section
28 JUL 1980
Dept. of the Capital Territory



WEST ELEVATION OF STAGE I



ELEVATION TO DOONKUNA ST.

APPROVED IN RESPECT OF NOMINATED
AMENDMENTS No. 1-4 ONLY. ANY OTHER
VARIATIONS TO THE ORIGINALLY APPROVED
PLAN ARE NOT APPROVED.

NOTES

NO.	DATE	AMMENDMENT
A	13.3.80	GARAGES, WINDOWS, CHIMNEYS
B	14.07.80	COURTYARD WALL, CHIMNEYS, OPENINGS TO BALCONY WALLS
C	22.07.80	WINDOW TO U25, WINDOW TO DOOR-UB
D	23.07.80	EXTRA WINDOWS U1 - GARAGE 1

ISSUED TO	DATE/COPIES

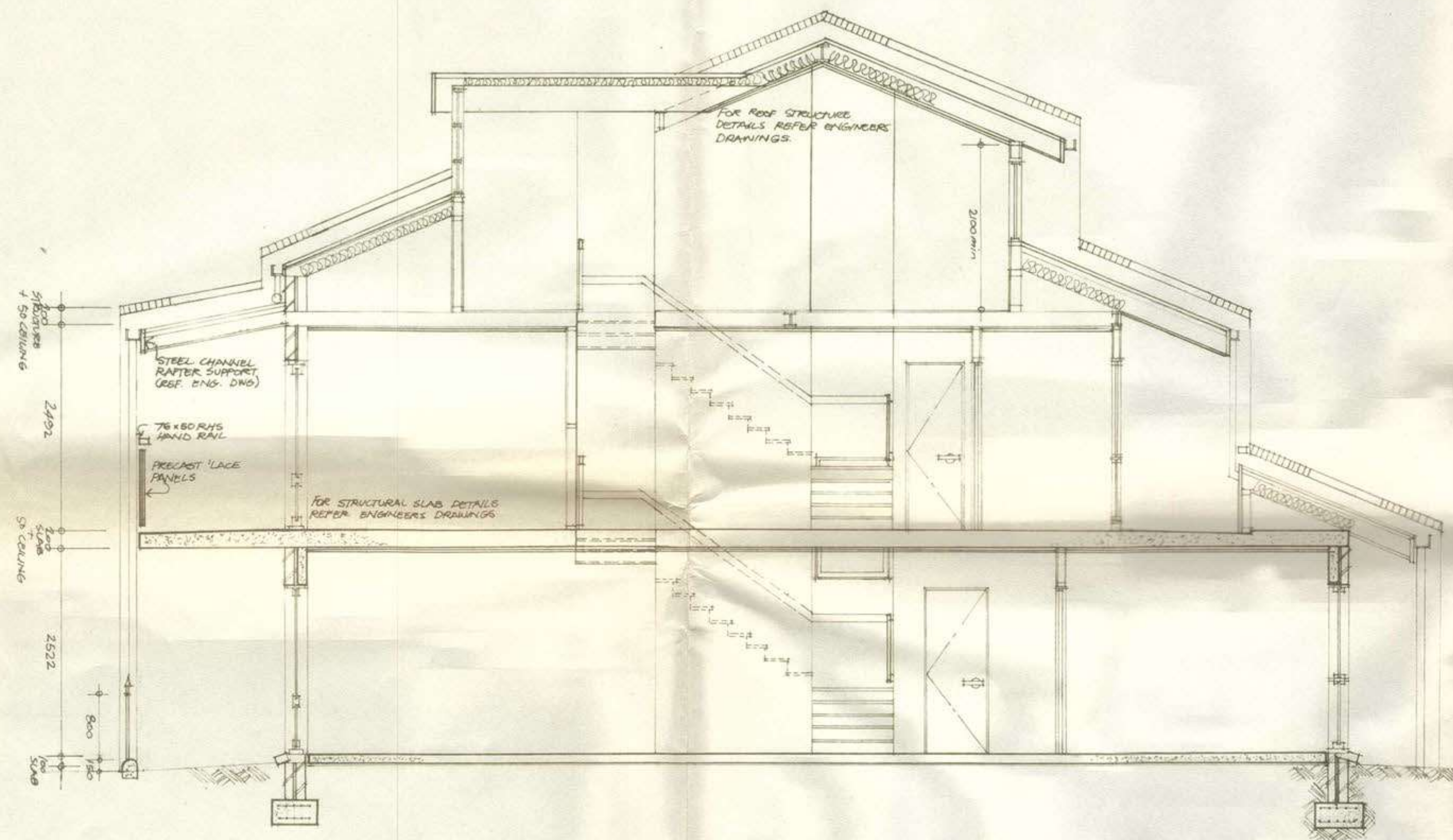
51 of 74

ARCHITECTS
TONE WHEELER ARAIA
P.O. BOX 507 WODEN ACT
31 5758
AND
R&B CONSTRUCTIONS
ENGINEERS
K.S. SELICK & ASSOC.
BOUGAINVILLE ST. MANUKA

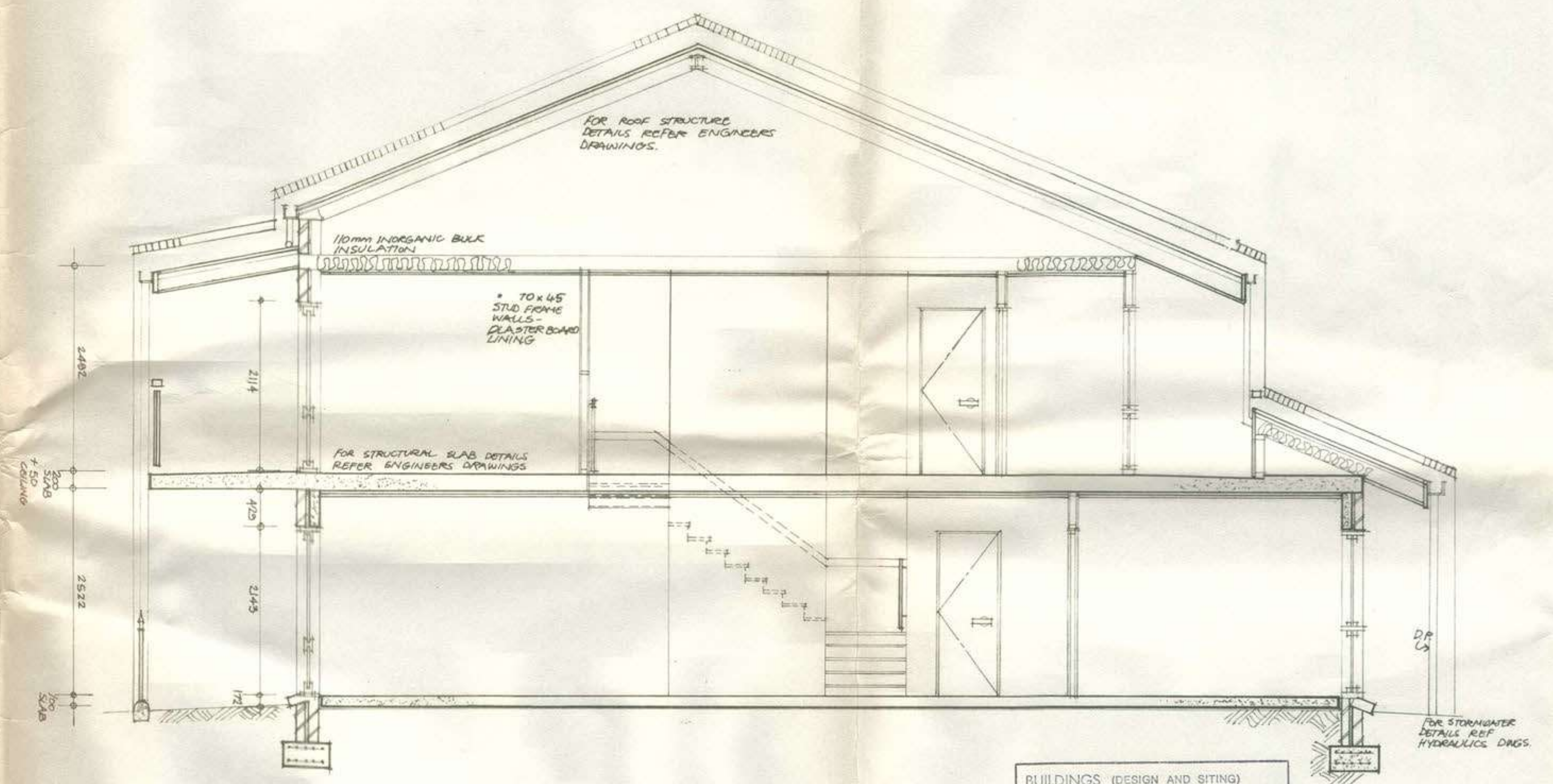
SCALE
1:100
DATE
DEC 79
JOB
7930
DRAWN BY
TW/MP
APPROVED

DRAWING TITLE
**STAGE I
END ELEVATIONS
DOONKUNA ST.**

ARGYLE SQUARE, REID
132 TOWNHOUSES
SECTION 8 REID ACT
BY "R & B" CONSTRUCTIONS
7 BALANU PL GIRALANG ACT. 41 2890



TYPICAL SECTION THROUGH HOUSES 2,3,5,7.



TYPICAL SECTION THROUGH HOUSES 1,4,6.

BUILDINGS (DESIGN AND SITING)
ORDINANCE 1964 AS AMENDED
APPROVAL GRANTED
11 DEC 1979
DELEGATE *[Signature]*
NATIONAL CAPITAL
DEVELOPMENT COMMISSION

DETAILS OF LANDSCAPE PROPOSALS
TO BE SUBMITTED FOR APPROVAL

SUBJECT TO SAMPLES OF ALL EXTERNAL
MATERIALS BEING SUBMITTED FOR APPROVAL

NO.	DATE	AMMENDMENT

NO.	DATE	AMMENDMENT

ISSUED TO	DATE	COPIES

52 of 74

ARCHITECTS	TONE WHEELER ARAIA P.O. BOX 507 WODEN ACT 31 5758 AND R&B CONSTRUCTIONS
ENGINEERS	K.S. SELICK & ASSOC. BOUGAINVILLE ST. MANUKA

SCALE	1:50	DATE	DEC 79
JOB	7330	DRAWING NO.	113
DRAWN BY	TW-MP	APPROVED	

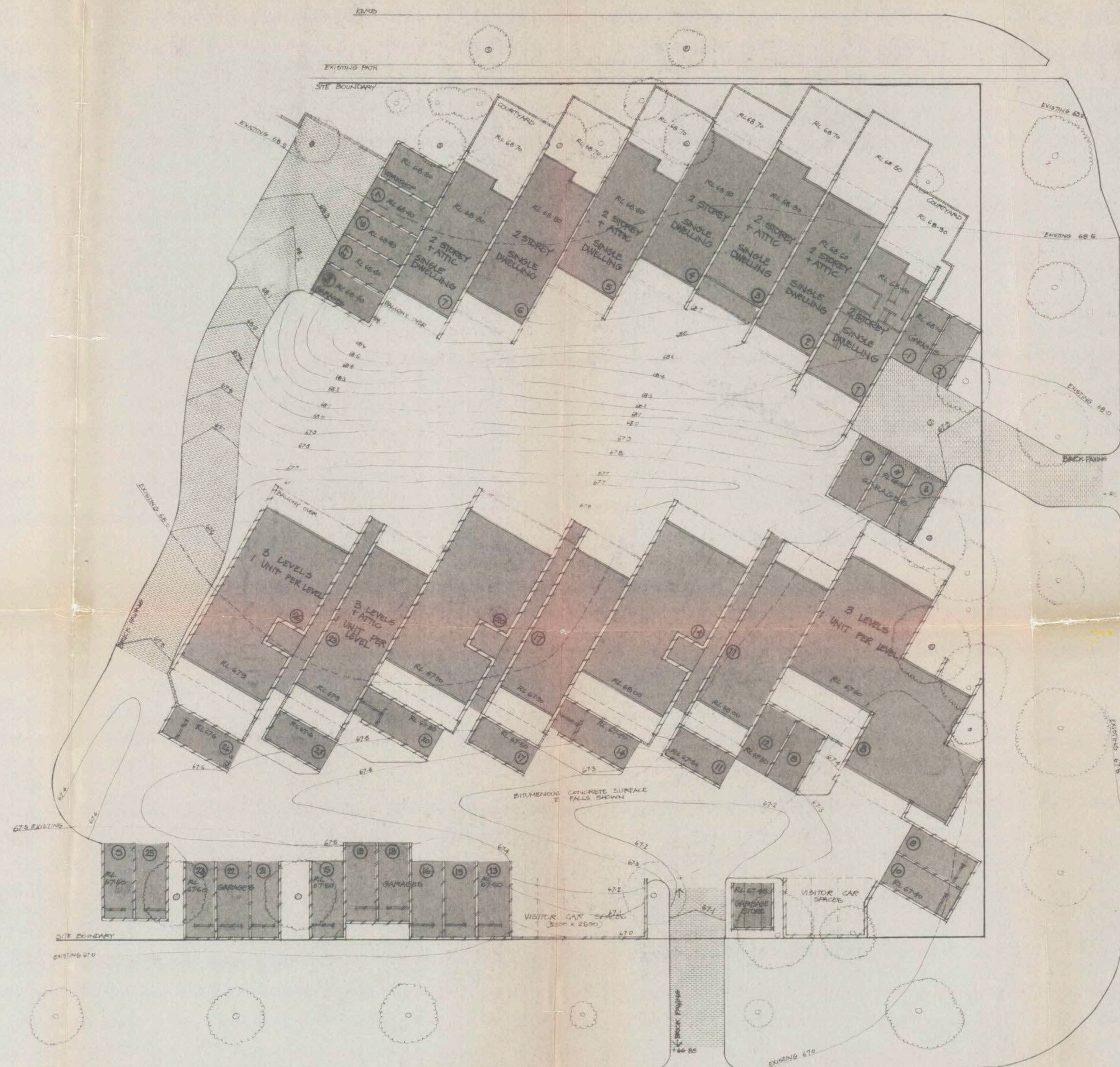
DRAWING TITLE	STAGE I SECTIONS AINSLIE AVE.
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ARGYLE SQUARE, REID
132 TOWNHOUSES SECTION 8 REID ACT.
BY R & B CONSTRUCTIONS 7 BALANU PL GIRALANG ACT 41 2850

53932/13
 PLANS/FILE No.
 Received Building Section 7
 - 8 JAN 1980
 Dept. of the Capital Territory

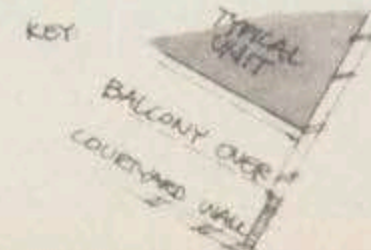
BUILDING WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS THE BUILDING MANUAL ACT, THE NOTATIONS MADE ON THE PLANS AND ANY MATTERS SPECIFIED ON THE BUILDING PERMIT. THE APPROVAL OF PLANS OR THE GRANT OF A BUILDING PERMIT DOES NOT AFFECT THE OPERATION OF ANY OTHER LAW IN THE TERRITORY, NOR DOES IT AUTHORISE THE USE OF THE LAND CONTRARY TO A PROVISION, COVENANT OR CONDITION OF LEASE.
 MODIFICATIONS IF APPLICABLE

PLANS AND SPECIFICATIONS EXAMINED AND RECOMMENDED FOR APPROVAL BY
 ENGINEER FOR WATER SUPPLY AND SEWERAGE / /19
 CHIEF ELECTRICAL ENGINEER / /19
 STRUCTURAL ENGINEER / /19
 SENIOR TECHNICAL OFFICER / /19



BUILDINGS (DESIGN AND SITING)
 1:1 AS SHOWN
 APPROVAL GRANTED
 - 8 JAN 1980
 NATIONAL CAPITAL DEVELOPMENT COMMISSION

NOTES



NO	DATE	AMMENDMENT

ISSUED TO	DATE/COPIES

ARCHITECTS
 TONE WHEELER ARAIA
 PO BOX 507 WODEN ACT
 31 5758
 AND
 R&B CONSTRUCTIONS
 ENGINEERS
 K.S. SELICK & ASSOC.
 BOUGAINVILLE ST. MANUKA

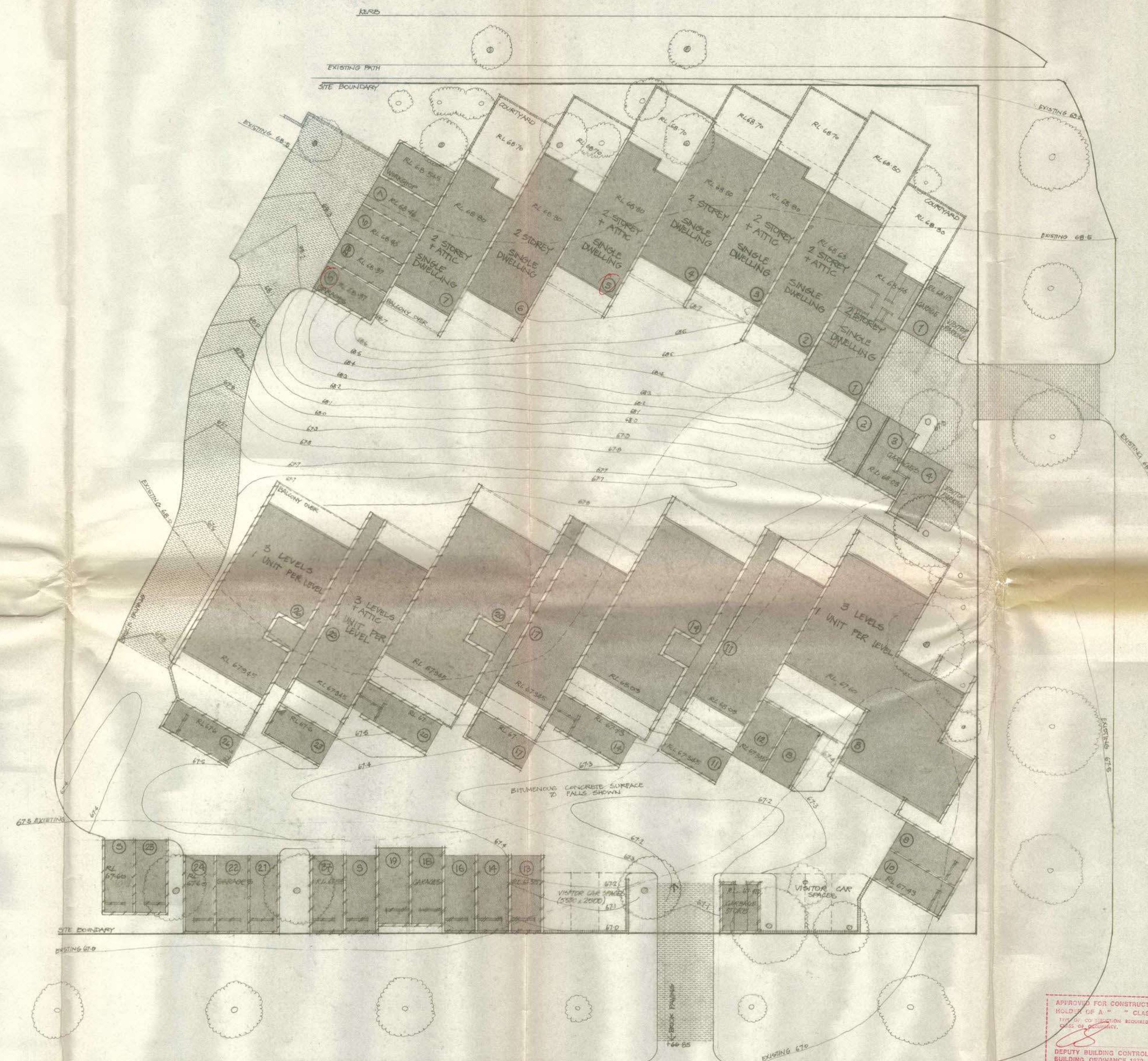
SCALE
 1:200
 JOB
 7930
 DRAWN BY
 TW/MF
 DATE
 DEC 79
 DRAWING NO.
 101
 APPROVED

DRAWING TITLE
 STAGE I
 SITE PLAN

ARGYLE SQUARE, REID
 132 TOWNHOUSES
 SECTION 8 REID ACT.
 BY R&B CONSTRUCTIONS
 7 BALANU PL GIRALANG ACT. 41 2850

BUILDING WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS THE BUILDING MANUAL ACT, THE NOTATIONS MADE ON THE PLANS AND ANY MATTERS SPECIFIED ON THE BUILDING PERMIT. THE APPROVAL OF PLANS OR THE GRANT OF A BUILDING PERMIT DOES NOT AFFECT THE OPERATION OF ANY OTHER LAW IN THE TERRITORY, NOR DOES IT AUTHORISE THE USE OF THE LAND CONTRARY TO A PROVISION, COVENANT OR CONDITION OF LEASE.

MODIFICATIONS IF APPLICABLE



APPROVED FOR CONSTRUCTION BY THE
HOLDER OF A " " CLASS LICENCE.
TYPE OF CONSTRUCTION REQUIRED.
CLASS OF OCCUPANCY.

24 M

DEPUTY BUILDING CONTROLLER UNDER
BUILDING ORDINANCE 1972

24 MAR 1980

THIS SET CONTAINS 4 SHEETS
NUMBERED 1/4 TO 4/4
INCLUSIVE AND SHOULD REMAIN
INTACT.

APPROVED IN RESPECT OF NOMINATED AMENDMENTS No's 1 & 3 ONLY. ANY OTHER VARIATIONS TO THE ORIGINALLY APPROVED PLAN ARE NOT APPROVED.

DRAWING TITLE

STAGE 1
SITE PLAN

ARGYLE SQUARE, REID

132. TOWNHOUSES
SECTION 8 REID A.C.T.

BY R & B CONSTRUCTIONS
7 BALANU PL GIRALANG ACT. 41

5

[illegible][illegible]

ARCHITECTS	TONE WHEELER ARAIA P.O. BOX 507 WODEN ACT 31 5758 AND R&B CONSTRUCTIONS
ENGINEERS	K.S. SELICK & ASSOC. BOUGAINVILLE ST. MANUKA

SCALE 1:200	DATE DEC 78
JOB 7930	DRAWING NO. 101 A
DRAWN BY TW-MP	APPROVED

DRAWING TITLE

STAGE 1
SITE PLAN

5

ARGYLE SQUARE, REID
132 TOWNHOUSES
SECTION 8 REID ACT.
BY R & B CONSTRUCTIONS
7 BALANU PL GIRALANG ACT. 41

NOTES

KEY

A hand-drawn sketch of a building section. It shows a 'TYPICAL UNIT' with a 'BALCONY OVER COURT-YARD WALL'. The drawing is a simple line sketch on a light background.



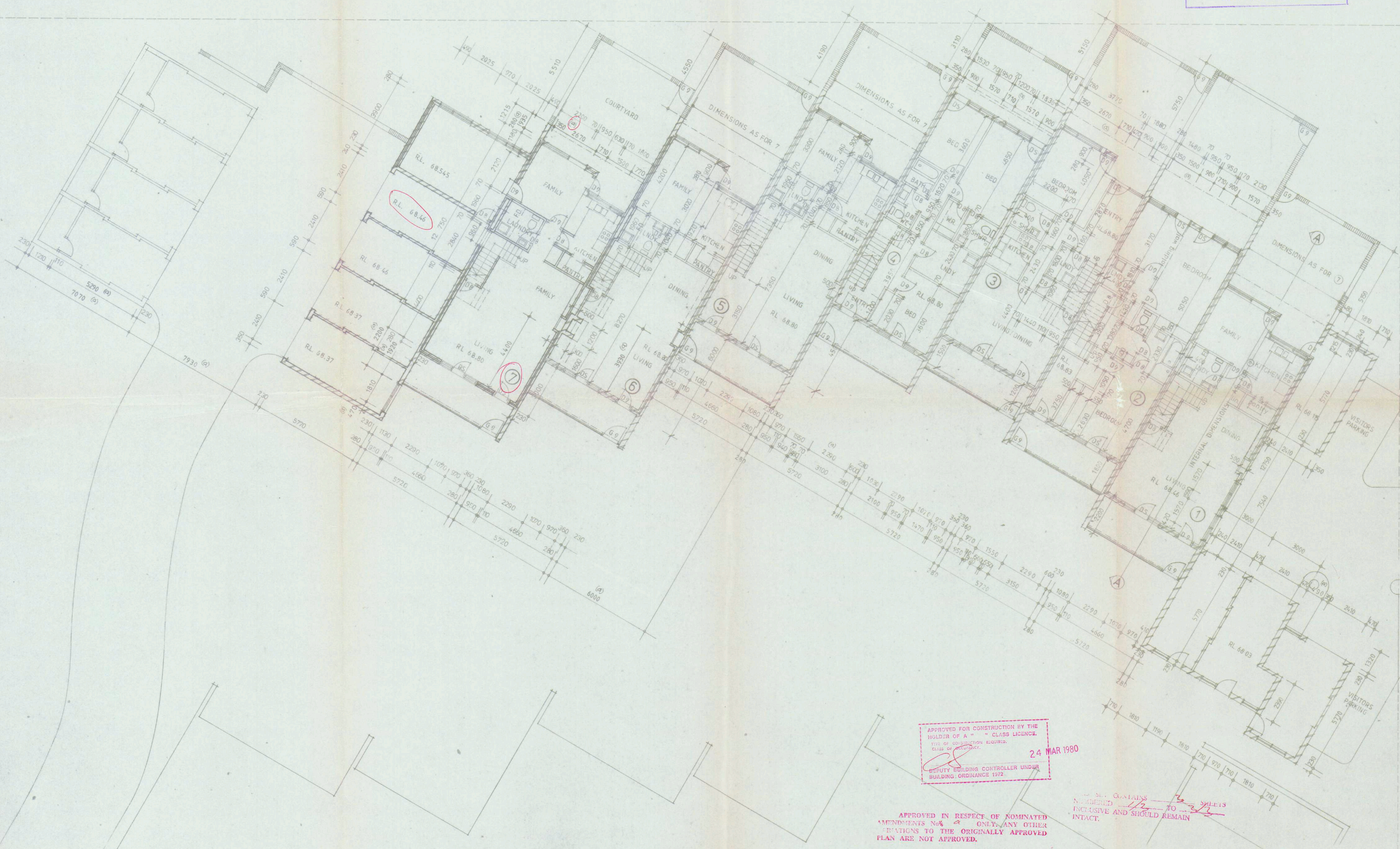
EXISTING
TREES
TO BE RETAINED

54 of 7

BUILDING WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS THE BUILDING MANUAL ACT, THE NOTATIONS MADE ON THE PLANS AND ANY MATTERS SPECIFIED ON THE BUILDING PERMIT. THE APPROVAL OF PLANS OR THE GRANT OF A BUILDING PERMIT DOES NOT AFFECT THE OPERATION OF ANY OTHER LAW IN THE TERRITORY, NOR DOES IT AUTHORISE THE USE OF THE LAND CONTRARY TO A PROVISION, COVENANT OR CONDITION OF LEASE.

MODIFICATIONS IF APPLICABLE

PLAN FILE No. 53932
Received Building Section
8 MAR 1980
Dept. of the Capital Territory



APPROVED FOR CONSTRUCTION BY THE HOLDER OF A " " CLASS LICENCE. TYPE OF CONSTRUCTION REQUIRED. CLASS OF CONSTRUCTION.

24 MAR 1980

DEPUTY BUILDING CONTROLLER UNDER BUILDING ORDINANCE 1972

APPROVED IN RESPECT OF NOMINATED AMENDMENTS No. 1 ONLY. ANY OTHER VARIATIONS TO THE ORIGINALLY APPROVED PLAN ARE NOT APPROVED.

THIS SET CONTAINS NUMBERED SHEETS TO SHEETS 1/3 TO 3/3 INCLUSIVE AND SHOULD REMAIN INTACT.

1/3

NO.	DATE	AMENDMENT
1	11.3.80	CHANGES LEVELS, DIMENSIONS, DOORS, WINDOWS.

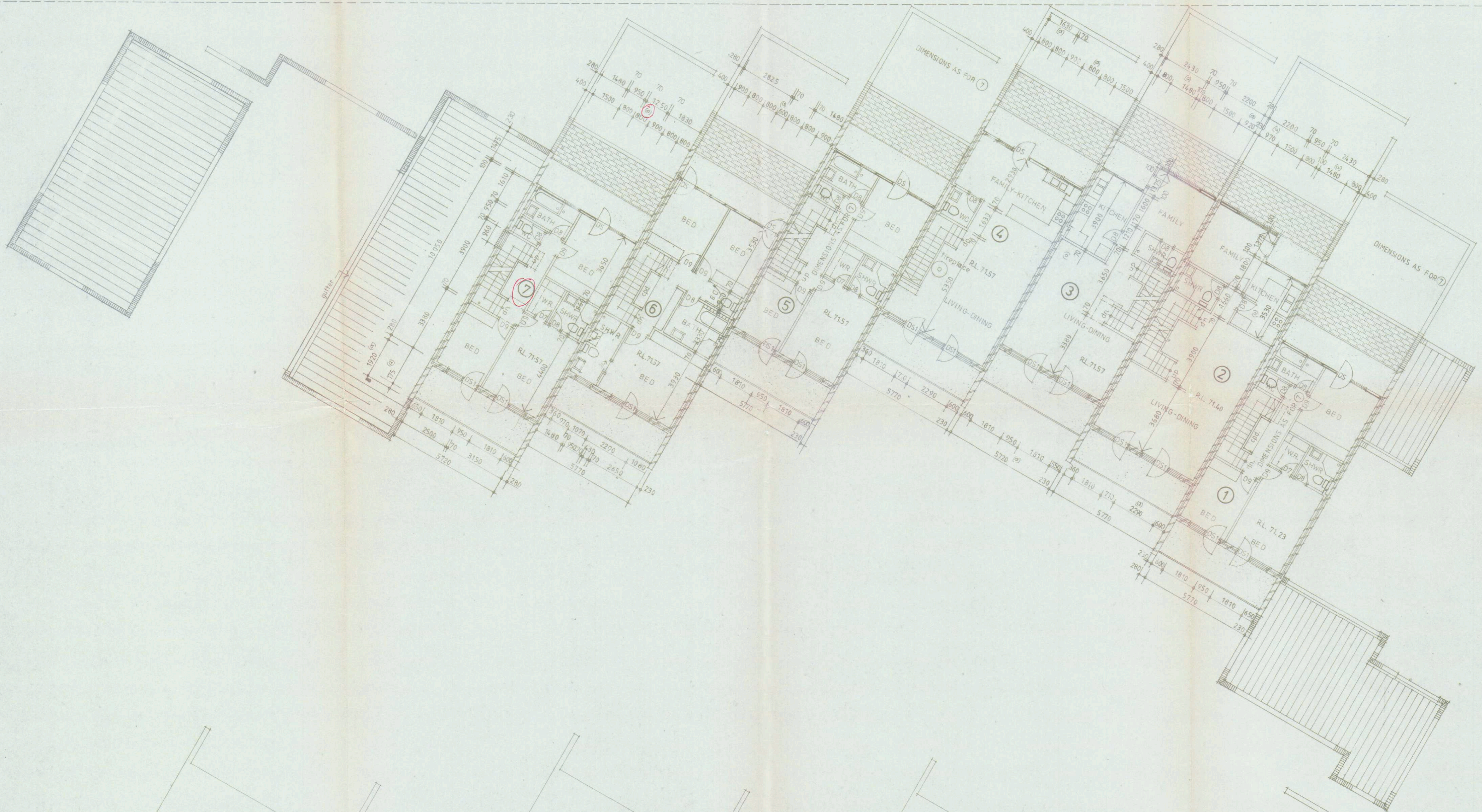
ISSUED TO	DATE/COPIES

ARCHITECTS	TONE WHEELER ARAIA P.O. BOX 507 WODEN ACT 31 5758 AND R&B CONSTRUCTIONS
ENGINEERS	K.S. SELICK & ASSOC. BOUGAINVILLE ST. MANUKA

SCALE	1:100	DATE	DEC 1979
JOB	7930	DRAWING NO.	102 A
DRAWN BY	1200	APPROVED	

DRAWING TITLE	STAGE 1 LEVEL 1 AINSIE AVE
---------------	----------------------------------

ARGYLE SQUARE, REID
132 TOWNHOUSES SECTION 8 REID ACT.
BY 10 & 11 CONSTRUCTIONS 7 BALANU PL GIRALANG ACT. 41 2850



APPROVED IN RESPECT OF NOMINATED
 AMENDMENTS No. 9 ONLY. ANY OTHER
 CHANGES TO THE ORIGINALLY APPROVED
 PLAN ARE NOT APPROVED.

2/3

NOTES

NO.	DATE	AMENDMENT
1	12-5-80	DIMENSIONS, LEVELS, GARAGE ROOF, CLIMBERS, DECK, PATH, LINK

ISSUED TO	DATE/COPIES

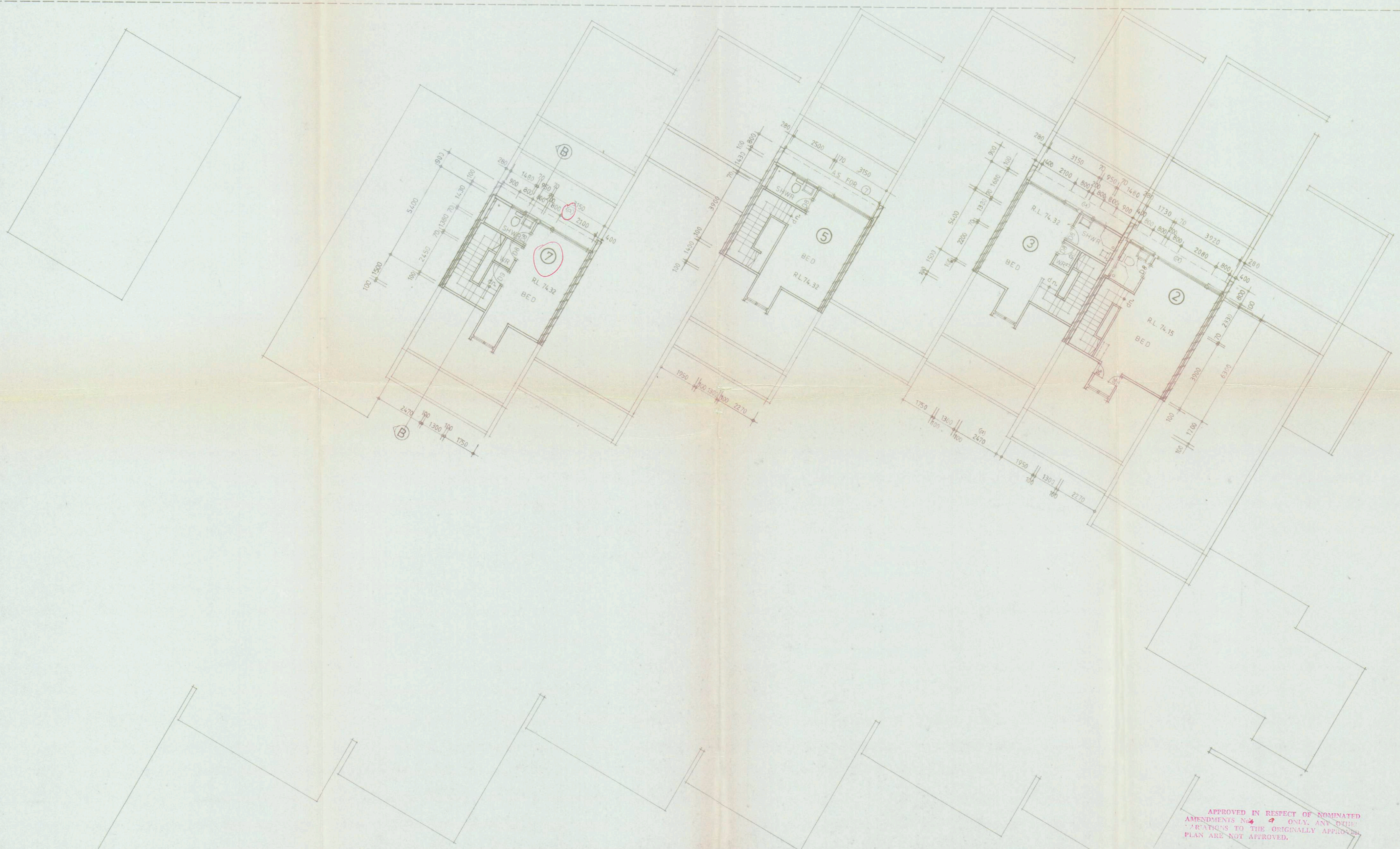
ARCHITECTS TONE WHEELER ARAIA
 P.O. BOX 507 WODEN ACT
 31 5758
 AND
 R & B CONSTRUCTIONS
 ENGINEERS K.S. SELICK & ASSOC.
 BOUGAINVILLE ST. MANUKA

SCALE 1:100
 DATE DEC 1979
 JOB 7930
 DRAWING NO. 103A
 DRAWN BY
 APPROVED
 bill

DRAWING TITLE
STAGE 1
LEVEL 2
AINSLIE AVE.

ARGYLE SQUARE, REID
 132 TOWNHOUSES
 SECTION 8 REID ACT.
 BY R & B CONSTRUCTIONS
 7 BALANU PL GIRALANG ACT 41 2850

PLANS/FILE No. 53932
 Received Building Section
 18 MAR 1980
 Dept. of the Capital Territory



APPROVED IN RESPECT OF NOMINATED
 AMENDMENTS No. 9 ONLY. ANY OTHER
 VARIATIONS TO THE ORIGINALLY APPROVED
 PLAN ARE NOT APPROVED.

3/5/8



NO.	DATE	AMMENDMENT
1	12-3-80	DIMENSIONS LEVEL

ISSUED TO	DATE/COPIES

ARCHITECTS TONE WHEELER ARAIA
 P.O. BOX 507 WODEN ACT
 31 5758
 AND
 R&B CONSTRUCTIONS
 ENGINEERS K.S. SELICK & ASSOC.
 BOUGAINVILLE ST. MANUKA

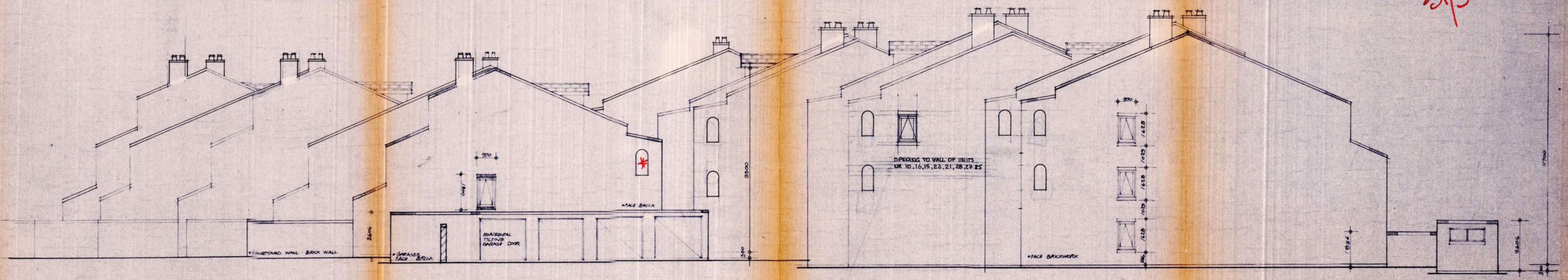
SCALE	DATE
1:100	DEC 79
JOB	DRAWING NO.
7930	104 A.
DRAWN BY	APPROVED
bill	

DRAWING TITLE
STAGE 1
LEVEL 3
AINSLIE AVE

ARGYLE SQUARE, REID
 132 TOWNHOUSES
 SECTION 8 REID ACT.
 BY R&B CONSTRUCTIONS
 7 BALANU PL GIRALANG ACT. 41 2850

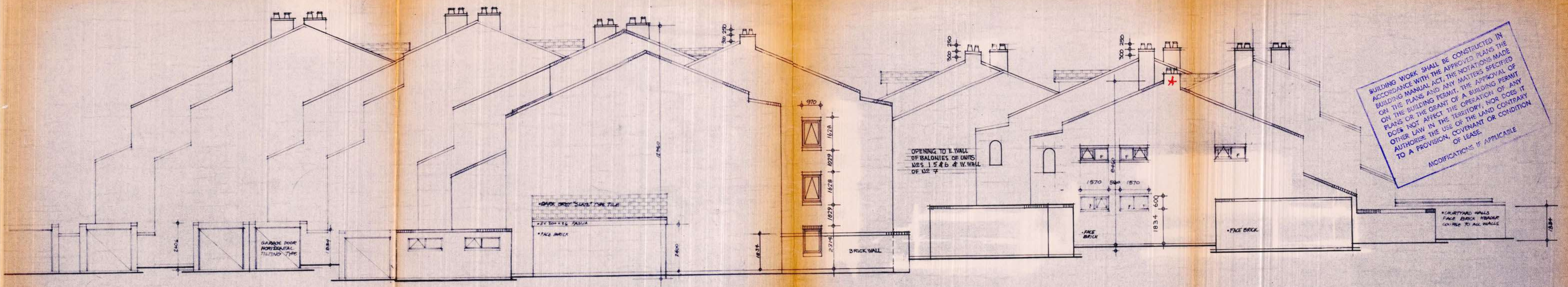
53782/1
15 DEC 1980
Dept. of the Capital Territory

51/3



WEST ELEVATION OF STAGE 1

ALL INFORMATION EXAMINED
RECOMMENDED FOR APPROVAL BY
ENGINEER FOR WATER SUPPLY AND SEWERAGE / /19
CHIEF ELECTRICAL ENGINEER / /19
STRUCTURAL ENGINEER / /19



ELEVATION TO DOONKUNA ST.

BUILDING WORK SHALL BE CONSTRUCTED IN
ACCORDANCE WITH THE APPROVED PLANS THE
BUILDING MANUAL ACT, THE NOTATIONS SPECIFIED
ON THE BUILDING PERMIT. THE APPROVAL OF ANY
PLANS OR THE GRANT OF A BUILDING PERMIT
DOES NOT AFFECT THE OPERATION OF ANY
OTHER LAW IN THE USE OF THE LAND COMPANY
TO AUTHORISE THE USE OF THE LAND OR CONDITION
OF LEASE.
MODIFICATIONS IF APPLICABLE

APPROVED FOR CONSTRUCTION BY THE
HON. SECRETARY FOR THE CAPITAL TERRITORY
18 DEC 1980
BUILDING CONTROLLER UNDER
BUILDING ORDINANCE 1972

APPROVED IN RESPECT OF NOMINATED
AMENDMENTS No. 1 ONLY. ANY OTHER
VARIATIONS TO THE ORIGINALLY APPROVED
PLAN ARE NOT APPROVED.

NOTES

NO.	DATE	AMENDMENT
A	13.3.80	CHIMNEYS, WINDOWS, CHIMNEYS.
B	14.07.80	COURTYARD WALL, CHIMNEYS, OPENINGS TO BALCONY WALLS.
C	22.07.80	WINDOW TO UES, WINDOW TO DOOR.
D	23.07.80	EXTRA WINDOWS U1 - GARAGE 1 DOOR IN U1B. (C) BACK TO WINDOW.
E	12.12.80	EXTRA CHIMNEY UNIT 1.
F	12.12.80	BALCONY ARCH TO UNIT 7.

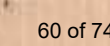
ISSUED TO	DATE/COPIES

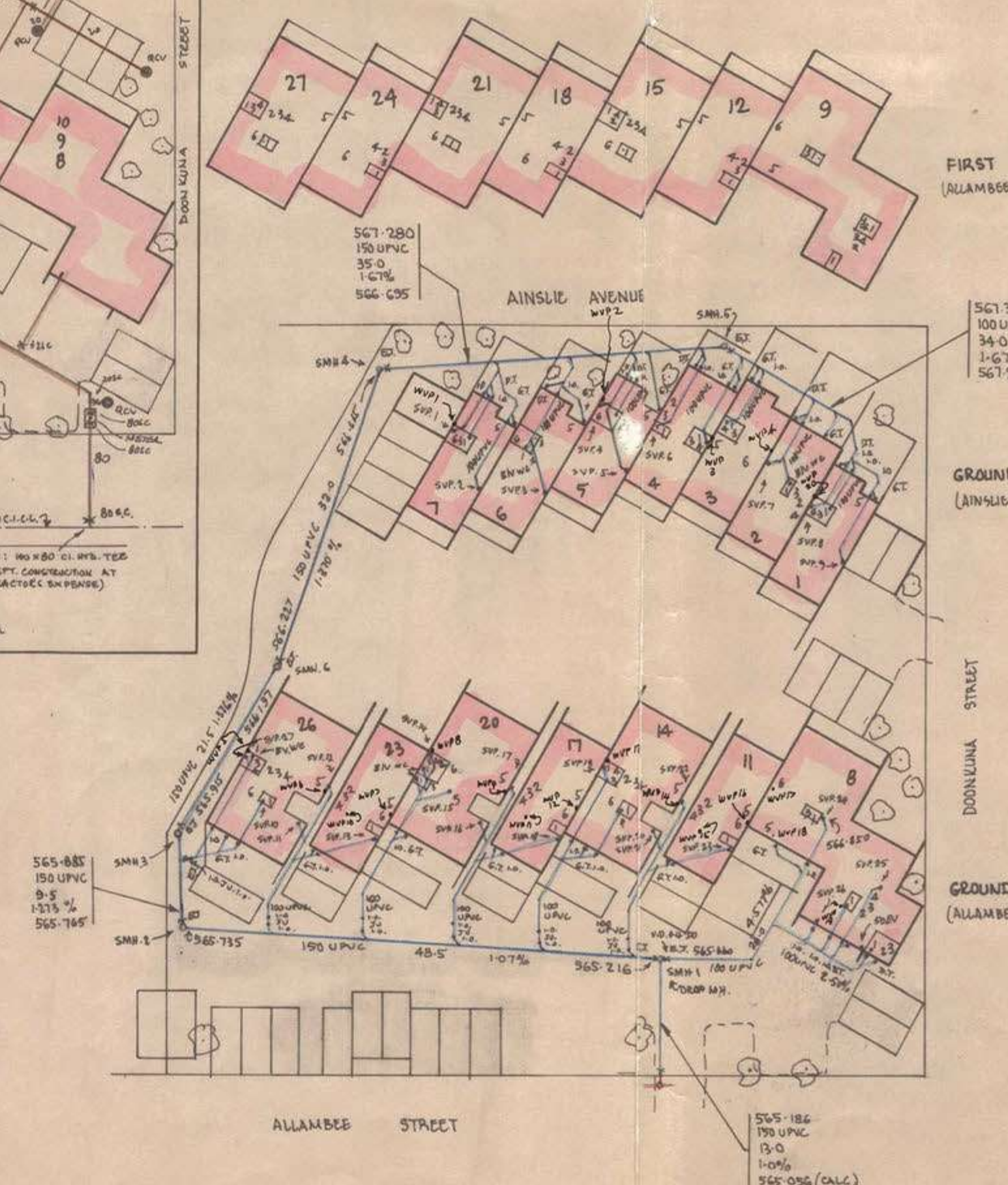
ARCHITECTS
TONE WHEELER ARAIA
P.O. BOX 507 WODEN ACT
31 5758
AND
R&B CONSTRUCTIONS
ENGINEERS
K.S. SELICK & ASSOC.
BOUGAINVILLE ST. MANUKA

SCALE
1:100
JOB
7930
DRAWN BY
TWMP
DATE
DEC 79
DRAWING NO.
112 F
APPROVED

DRAWING TITLE
STAGE I
END ELEVATIONS
DOONKUNA ST.

ARGYLE SQUARE, REID
132 TOWNHOUSES
SECTION B REID ACT.
BY R&B CONSTRUCTIONS
7 BALANU PL GIRALANG ACT 41 2850





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Energy Efficiency Rating



UNDERSTANDING YOUR ENERGY EFFICIENCY RATING (EER)

An energy efficiency rating (EER) is a rating used to identify the energy efficiency of homes in the ACT.

The Civil Law (Sale of Residential Property) Act 2003 requires all homes being sold in the ACT to carry an energy efficiency rating (EER). This enables owners and buyers to compare a home's passive energy performance characteristics with others for sale in the Territory.

In the ACT, established homes are assessed using 1st generation software, and can achieve **0 to 6 stars** in the rating scheme.

Houses with a higher EER are more cost and energy efficient, use less energy for heating and cooling, generate lower greenhouse gas emissions, and are more comfortable.

What information is taken into account when assessing my homes energy efficiency?

- 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
- Air leakages

What information is not applicable when assessing my homes energy efficiency?

- Heating and cooling
- Hot water systems
- Lighting systems and appliances
- Solar panels

How can I improve my energy efficiency rating?

Your energy efficiency report will include a list of design options (unless it's already achieved the maximum rating of 6 stars). This will outline the improvements that can be made to gain additional points and increase the overall star rating of your home.

When I built my home, I was provided with a 10-star energy rating. Why has this decreased?

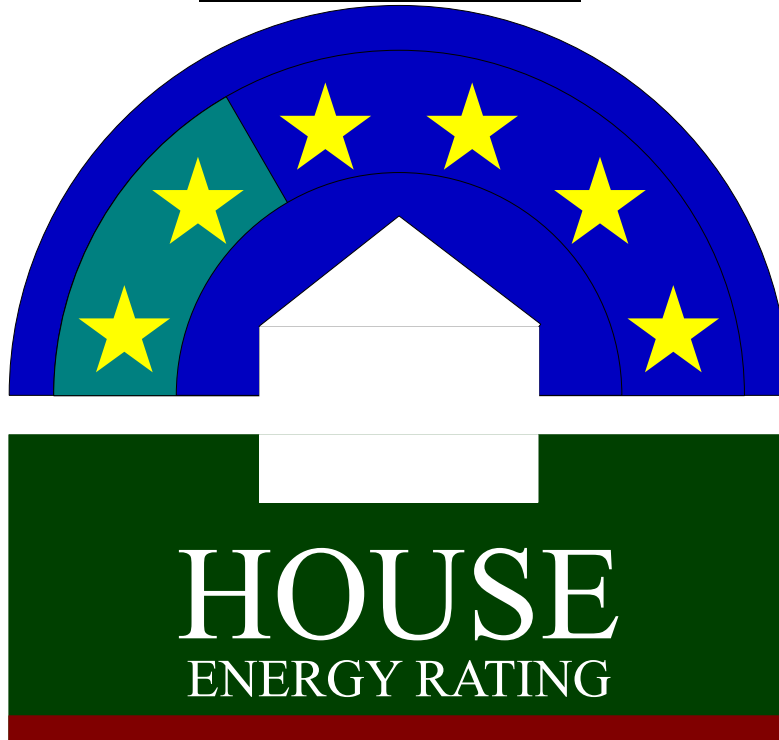
The ACT Government has two software systems in place to generate energy efficiency ratings:

1. Established homes: An on site assessment using 1st generation software. A maximum of 6 stars can be achieved.
2. Brand new homes: A computer based assessment using 2nd generation software. A maximum of 10 stars can be achieved.

If you hold an energy efficiency rating that exceeds 6 stars, it is a 2nd generation EER and would have been provided when your home was brand new.

When assessing a home's energy efficiency for the purpose of sale, property inspection companies are required to use 1st generation software, which will achieve a maximum of 6 stars.

FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★ ★
in Climate: 24

2 STARS

SCORE: -43 POINTS

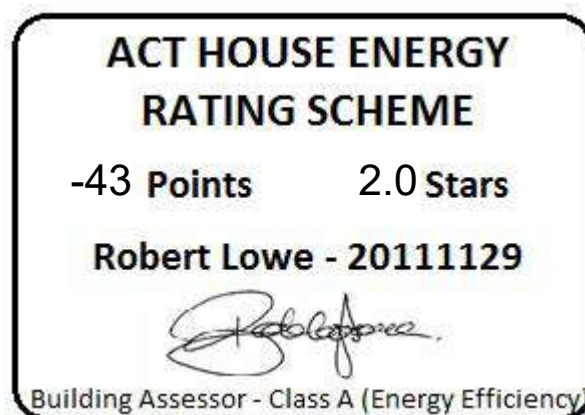
Name: Warhurst

Ref No: 71116

House Title: Unit 7 Block 2 Section 8 REID

Date: 20-07-2026

Address: 7/11 Doonkuna Street, Reid ACT 2612



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

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	-43											
Potential	20											

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 ceiling insulation	R 4	2
Change added wall insulation	R 2	39
Change glass to Double Glazing	100 %	8
Change frame to PVC		3
Change curtain to Heavy Drapes & Pelmets		11

ORIENTATION

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

Current Rating	-43	★ ★
-----------------------	------------	------------

Largest windows in the dwelling;

Direction : North

Area : 17 m²

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

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

ORIENTATION	POINT SCORE	STAR RATING
1. North	-42	★ ★
2. North East	-43	★ ★
3. East	-47	★ ☆
4. South East	-49	★ ☆
5. South	-47	★ ☆
6. South West	-47	★ ☆
7. West	-47	★ ☆
8. North West	-45	★ ★

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 7 Block 2 Section 8 REID, 7/11 Doonkuna Street, Reid ACT 2612,

Assessor's Name:

Net Conditioned Floor Area: 143.7 m²

Feature				Points		
				Winter	Summer	Total
CEILING				8	0	8
Surface Area:	9	Insulation:	1			
WALL				-45	2	-43
Surface Area:	-34	Insulation:	-21			
		Mass:	12			
FLOOR				7	1	9
Surface Area:	4	Insulation:	-6			
		Mass:	11			
AIR LEAKAGE (Percentage of score shown for each element)				4	0	4
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	33 %			
Exhaust Fans	23 %	Doors	21 %			
Down Lights	0 %	Gaps (around frames)	23 %			
DESIGN FEATURES				0	-1	-1
Cross Ventilation	-1					
ROOF GLAZING				0	0	0
Winter Gain	1	Winter Loss	-1			
WINDOWS				-21	-5	-26
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
N	19	13%	-25	15	-2	-12
E	2	1%	-3	0	0	-2
S	9	6%	-12	3	-2	-11
Total	30	21%	-40	19	-5	-26

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

The contribution of heavyweight materials to the window score is -4 points

			Winter	Summer	Total
RATING	★ ★		-46	-3	-43*

* includes 7 points from Area Adjustment

Detailed House Data

House Details

ClientName	Warhurst
HouseTitle	Unit 7 Block 2 Section 8 REID
StreetAddress	7/11 Doonkuna Street, Reid ACT 2612
FileCreated	20-07-2026
Comments	

Climate Details

State	
Town	Canberra
Postcode	2600
Zone	24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Concrete Slab on ground	No Subfloor	No	No	No	Vinyl	R0.0	72.1m ²
2	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R0.0	4.2m ²
3	Suspended Slab	NA	Yes	No	No	Carp	R0.0	49.8m ²
4	Suspended Slab	NA	Yes	No	No	Tiles	R0.0	4.6m ²
5	Timber	NA	Yes	No	No	Carp	R0.0	29.8m ²
6	Timber	NA	Yes	No	No	Tiles	R0.0	3.4m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Cavity	No	R0.0	18.6m	2.6m
2	Brick Cavity	No	R0.0	9.1m	2.6m
3	Brick Cavity	No	R0.5	7.4m	2.6m
4	Brick Cavity	No	R0.0	3.6m	2.6m
5	Brick Cavity	No	R0.0	17.9m	2.5m
6	Brick Cavity	No	R0.0	7.4m	2.5m
7	Weatherboard	No	R0.0	3.2m	2.5m
8	Brick Cavity	No	R0.0	5.6m	2.2m
11	Brick Cavity	Yes	R0.0	5.5m	2.2m
9	Weatherboard	No	R0.0	6.1m	1.3m
10	Brick Veneer	No	R0.0	1.3m	1.2m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Low Ventilation	No	Yes	R2.5	76.3m ²
2	Attic - Low Ventilation	No	Yes	R2.5	23.5m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	S	1.3m	2.2m	No	SG	TIMB	CW	No	2.1m	2.1m	0.5m
2	S	0.3m	0.9m	No	SG	TIMB	NC	No	2.1m	2.1m	0.1m
3	N	1.5m	2.2m	No	SG	TIMB	CW	No	2.4m	2.4m	0.2m
4	E	2.3m	0.9m	No	SG	TIMB	CW	No	2.6m	2.6m	0.2m
5	N	2.1m	2.7m	No	SG	ALSTD	CW	No	1.3m	1.3m	0.5m
6	N	0.3m	2.7m	No	SG	TIMB	CW	No	1.3m	1.3m	0.2m
7	S	1.3m	1.7m	No	SG	TIMB	HB	No	2.0m	2.0m	0.6m
8	S	1.3m	1.7m	No	SG	TIMB	CW	No	2.0m	2.0m	0.6m
9	N	2.0m	2.4m	No	SG	TIMB	CW	No	1.6m	1.6m	0.6m
10	N	1.0m	1.4m	Yes	SGT	TIMB	NC	No	1.6m	1.6m	0.6m
11	S	1.2m	1.3m	No	SG	TIMB	HB	No	0.0m	0.0m	0.0m
12	N	0.6m	2.1m	No	DG	TIMB	HB	No	0.8m	0.8m	0.0m
13	N	0.6m	0.6m	No	SG	TIMB	HB	No	0.8m	0.8m	0.0m
14	N	0.6m	1.5m	No	SG	TIMB	NC	No	0.8m	0.8m	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	S	1.3m	2.2m	0.0m	0.0m	0.0m	0.0m	2.3m	2.2m	4.6m	1.1m
2	S	0.3m	0.9m	0.0m	0.0m	0.0m	0.0m	2.3m	0.3m	4.6m	4.4m
3	N	1.5m	2.2m	0.0m	0.0m	0.0m	0.0m	1.7m	0.0m	6.4m	0.0m
4	E	2.3m	0.9m	3.0m	2.6m	6.1m	-5.3m	0.0m	0.0m	2.6m	0.2m
5	N	2.1m	2.7m	0.0m	0.0m	0.0m	0.0m	1.0m	0.0m	0.0m	0.0m
6	N	0.3m	2.7m	0.0m	0.0m	0.0m	0.0m	1.0m	0.0m	0.0m	0.0m
7	S	1.3m	1.7m	0.0m	0.0m	0.0m	0.0m	2.0m	3.5m	0.6m	0.6m
8	S	1.3m	1.7m	0.0m	0.0m	0.0m	0.0m	2.0m	0.5m	0.6m	3.5m
9	N	2.0m	2.4m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	5.5m	0.1m
10	N	1.0m	1.4m	0.0m	0.0m	0.0m	0.0m	1.6m	0.0m	5.5m	4.2m
12	N	0.6m	2.1m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	3.0m	0.0m
13	N	0.6m	0.6m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	3.0m	2.2m
14	N	0.6m	1.5m	0.0m	0.0m	0.0m	0.0m	0.8m	0.8m	3.0m	3.2m

Sky Light Details

<u>ID</u>	<u>Dir</u>	<u>Tilt</u>	<u>Type</u>	<u>Shade</u>	<u>Utility</u>	<u>Width</u>	<u>Length</u>
1	N	15 degrees	Single Clear	No	No	0.6m	0.6m

Zoning Details

Is there Cross Flow Ventilation ? Poor

Air Leakage Details

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

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	4	0
Downlights	0	0
Skylights	0	0
Utility Doors	1	0
External Doors	5	0

Unflued Gas Heaters 0
 Percentage of Windows Sealed 98%
 Windows - Average Gap Small
 External Doors - Average Gap Small
 Gaps & Cracks Sealed Yes

Insurance Certificates & Tax Invoice

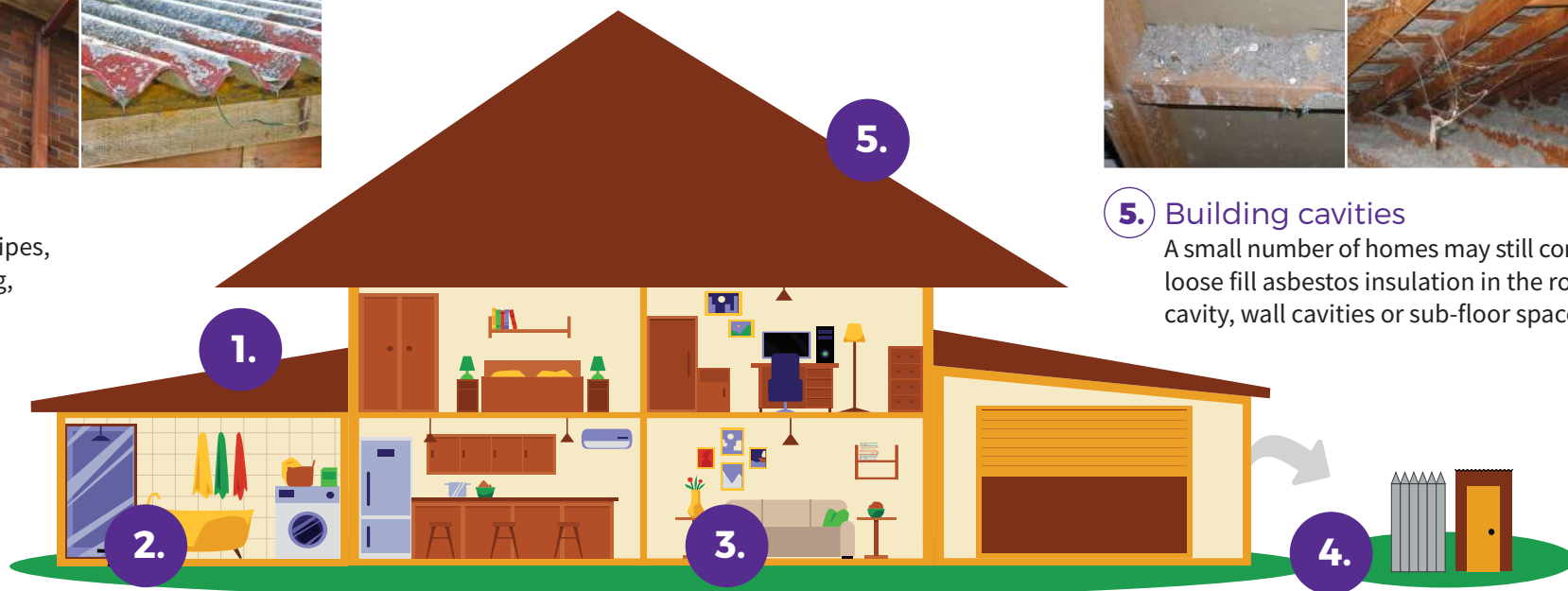


If a home was built before 1990 it may contain dangerous asbestos material

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

For more information, visit www.worksafe.act.gov.au or call Access Canberra contact centre – 13 22 81

If you need interpreting help, telephone the Translating and Interpreting Service on 131 450

Authorised by the ACT Parliamentary Counsel—also accessible at www.legislation.act.gov.au

*Advice based on the Asbestos Safety and Eradication Agency's residential asbestos disclosure research.

TO WHOM THIS MAY CONCERN

9th March 2026

Certificate of Currency

Dear Sir or Madam,

We, the undersigned Insurance Brokers acting on behalf of the Insured, hereby certify that the following described insurance is in force at this date.

TYPE OF INSURANCE: Professional Indemnity Insurance

INSURED: ACT Property Inspections Pty Ltd.

ADDRESS OF INSURED: Unit 1/33 Aintree Court, Phillip ACT 2606, Australia.

POLICY NUMBER: B0507OE2600060

PERIOD: From: 30th March 2026 to: 30th March 2027
At 4pm Local Standard Time at the Principal Address of the Insured.

LIMIT OF LIABILITY: AUD 5,000,000 in the annual aggregate inclusive of costs and expenses plus one reinstatement.

INSURERS: 100% Lloyd's of London

This letter is provided as a matter of information only and confers no rights on the holder. Our duties in relation to this insurance are to our client and we accept no duty of care or responsibility to you or any other third party and any liability to you or a third party is excluded. This letter does not amend, extend, or alter the coverage afforded by the policy, nor does it purport to set out all of the policy terms, conditions and exclusions. The policy terms, conditions, limits, and exclusions may alter after the date of this document or the insurance may terminate or be cancelled, and the limits shown may be reduced to pay claims. We have no obligation to advise you of any changes which may be made to the policy or to advise you of their cancellation or termination.

Issued on behalf of Price Forbes & Partners



Adam Power
Executive Director



**ACT
PROPERTY
INSPECTIONS**

TAX INVOICE

John & Joan Warhurst
7/11 Doonkuna St
REID ACT 2612
AUSTRALIA

Invoice Date
13 Jul 2026

Invoice Number
INV-71116

Reference
7/11 Doonkuna St, Reid ACT
2612, Australia

ACT Property Inspections
(02) 6232 4540
Unit 1, 33 Altree Ct
PHILLIP ACT 2606
ABN: 33 600 397 466

Description	Quantity	Unit Price	GST	Amount AUD
ACTPLA Fees - No GST	1.00	197.20	GST Free	197.20
Property Report	1.00	1,466.18	10%	1,466.18
Energy Efficiency Report (Complimentary)	1.00	0.00		0.00
Deferred Payment (Complimentary)	1.00	0.00		0.00
			Subtotal	1,663.38
			TOTAL GST 10%	146.62
			TOTAL AUD	1,810.00

Due Date: 9 Jan 2027

Payment terms – Deferred payment account. This account should be paid in full within 14 days on the earlier of:

- (a) Settlement of the property
- (b) If the Property has not been listed for sale within 3 months of the Property Inspection Date
- (c) If the property is no longer listed for sale
- (d) 180 days after the Property Inspection Date

Please pay within the payment terms to avoid the Deferred Payment Fee. Note: all bank/legal fees incurred in obtaining payment will be the customer's responsibility

Payment Options

Pexa : please quote the invoice number as the reference

Direct Deposit : BSB: 012084 Account Number: 194679655
Account Name: ACT Property Inspections Pty Ltd
Please reference your name and invoice number

Cheques : please make payable to ACT Property Inspections Pty Ltd

[View and pay online now](#)