

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		25	201	1	23	Barton
		and known as 25/14 Darling Street, Barton ACT 2600				
Seller	Full name	Emma Jane Sekuleless				
	ACN/ABN					
	Address	6/405 Brunswick Road, Brunswick, VIC 3056				
Seller Solicitor	Firm	Taylor Legal (NSW)				
	Email	camilla@taylorlegal.com.au				
	Phone	0419 298 886	Ref CKT:24/753			
	DX/Address	PO Box 440, Yass NSW 2582				
Stakeholder	Name	Maloneys Property Trust Account				
Seller Agent	Firm	Maloneys Property				
	Email	pmaloney@maloneys.com.au				
	Phone	(02 6232 0100	Ref Peter Maloney			
	DX/Address	PO Box 5044, Kingston ACT 2604				
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, light fittings, dishwasher, clothes dryer, rangehood, oven, window treatments as inspected				
Date for Registration of Units Plan		Not applicable				
Date for Completion		On or before 30 days from the date hereof				
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:
---------------------	---------------------------	--

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(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	Link Strata Management	Phone	0262603722
Address	PO Box 154 Curtin ACT 2605		

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.
- 4.4 Immediately after the Date of this Contract the Seller must do everything reasonably necessary to remove the restriction or obtain the consent required. If requested in writing, the Buyer must join in any application of the Seller and must do everything reasonably necessary to enable the Seller to obtain the consent. The Seller must pay all associated fees in connection with the application.

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

5. Particulars of title and submission of transfer

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

6. Buyer rights and limitations

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

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

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

7. Seller warranties

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

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

7.2 The Seller warrants that on Completion:

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

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

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

8. Adjustments

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

9. Terms of possession

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

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

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

10. Inspection and condition of Property

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

11. Inspection of building file

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

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

12. Additional Seller obligations

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

13. Electronic transaction

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

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

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

Conveyancing Transaction has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

Electronic Workspace has the meaning given in the Participation Rules;

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

ELN has the meaning given in the Participation Rules;

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

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

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

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

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

Nominated ELN means the ELN specified in the Schedule;

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

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

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

13.2 This Conveyancing Transaction is to be conducted as an Electronic Transaction and this Contract is amended as required if:

13.2.1 this Contract says that it is an Electronic Transaction; or

13.2.2 the parties otherwise agree that it is to be conducted as an Electronic Transaction.

13.3 However, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:

13.3.1 if the title to the Lease is not Electronically Tradeable or the transfer of the Lease is not eligible 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. 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

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.

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 25 UP No. 201
Block 1 Section 23 Barton
25/14 Darling Street Barton ACT 2600

SPECIAL CONDITIONS

54. INCONSISTENCY OF TERMS

These Additional Conditions apply in addition to the Printed Terms. If there is any inconsistency between these Additional Conditions and the printed clauses numbered 1 to 53, these Additional Conditions shall prevail.

55. AMENDMENTS TO STANDARD TERMS

(a) Clause 2.3 – the word “cash” is deleted and replaced with “electronic funds transfer”.

(b) Clause 2.6 – the words “or in cash (up to \$200)” are deleted.

(c) Clause 22.1.2 - the words “...*the date 7 days after* ...” are deleted.

56. AUCTION CONDITIONS (If applicable to this contract)

The auctioneer may make a bid for the seller of the property at any time during the auction.

Each person bidding must be entered on the bidders record. A bidder shall be deemed to be a principal unless prior to bidding he has given the auctioneer a copy of a written authority to bid for or on behalf of a person.

The auctioneer may refuse any bid.

The auctioneer may decide the amount by which the bidding is to be advanced. The auctioneer may withdraw the property from sale at any time.

The auctioneer may refer a bid to the seller at any time before the end of the auction.

If there is a dispute about a bid, the auctioneer may resubmit the property for sale at the last undisputed bid or start the bidding again.

If there is a dispute about a bid, the auctioneer is the sole arbiter and the auctioneer's decision is final.

The sale is subject to a reserve price unless the auctioneer announces otherwise. The highest recorded bidder will be the buyer, subject to any reserve price.

If a reserve price has been set for the property and the property is passed in below the reserve price, the Seller must first negotiate with the highest bidder for the purchase of the property.

The Buyer must sign the contract and pay the deposit immediately after the fall of the hammer.

A bidder shall be deemed to be a principal unless prior to the bidding that party has given the auctioneer a written and signed authority in a form suitable to the auctioneer authorising that party to act on behalf of the authorising principal.

The Seller reserves the right to bid.

As soon as practicable after the fall of the hammer the Buyer shall sign this Contract.

57. DOCUMENTS REQUIRED UNDER SALE OF RESIDENTIAL PROPERTY ACT 2003

The Buyer acknowledges it has had the opportunity to make its own enquiries and obtain its own advice regarding the matters contained in the required documents and agrees not to:

- (a) raise any objection or requisition;
- (b) make any claim for compensation or damages;
- (c) delay completion; or
- (d) rescind or terminate the contract

as a result of anything disclosed in the required documents, unless otherwise permitted under the *Civil Law (Sale of Residential Property) Act 2003*.

58. NO WARRANTIES BY SELLER

The Buyer acknowledges that in entering into this Contract, the Buyer has not relied on any statement, warranty or representation made by or on behalf of the Seller whether expressed or implied other than as expressly set out in this Contract and as required by Law.

59. CONDITION OF PROPERTY

The Buyer acknowledges that it relies entirely upon its own inspection and inquiries and accepts the property together with any improvements:

- i. in its present condition and state of repair;
- ii. subject to all defects both latent and patent;
- iii. subject to and infestations and dilapidation;
- iv. subject to all existing water, sewerage, drainage, plumbing and connections in respect of the property;
- v. subject to any non-compliance, that is disclosed herein, in respect of any building on the land;

and agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation arising out of any of the matters covered by this clause.

60. AGENT'S COMMISSION

The Buyer:

- i. warrants that it has not been introduced to the sale of the property directly or indirectly through the services of any agent other than the agent specified on the front page of this Contract; and
- ii. indemnifies the Seller against any costs incurred by the Seller, including payment of commission or any other expense payable to any real estate agent, which is due to the purchaser's breach of this warranty.

61. CAPACITY

Notwithstanding any rule of law or equity to the contrary, should either party (or if more than one, any one of them) prior to completion die or become mentally ill or become bankrupt (or if a Company, go into liquidation) then the other party may rescind this Contract by notice in writing forwarded to the other party and thereupon this Contract shall be deemed to be at an end and the provisions of Clause 21 shall apply.

The Buyer warrants that the Buyer has legal capacity to enter into this Contract.

62. ASBESTOS

The Seller warrants that it will make available to the Buyer all relevant information concerning the presence of asbestos in or at the Property which is in the Seller's possession and for the

purposes of this Contract.

The Seller does not otherwise warrant that the Property is free from asbestos.

The Buyer warrants and acknowledges that it has made and relied upon their own enquiries regarding whether any form of asbestos is present on the Property and agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation arising out of any of the matters covered by this clause or in respect of the existence of asbestos on the Property.

63. WHOLE AGREEMENT

This contract comprises the whole of the agreement between the parties and it is expressly agreed that no other covenants or promises are implied into this contract or arise between the parties pursuant to any collateral or other agreement.

64. ADJUSTMENT AT COMPLETION

If Completion does not occur on the date for Completion due to the delay or default of the Buyer, the Buyer is liable for all Land Charges from the Date for Completion until the actual date of Completion of the Contract. The Seller is entitled to all Income up to and including the actual date of Completion.

65. WATER METER READING

If the Buyer or their solicitor fails to provide the Seller's solicitor with an Icon Water Special 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 despite clause 8.4 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.

66. ELECTRONIC SIGNATURE AND EXCHANGE

This Contract may be signed using an Electronic Signature, in which event the parties:

- (a) agree to enter into this Contract in electronic form; and
- (b) consent to either or both parties signing the Contract using an electronic signature.

This Contract may be executed in two or more counterparts, by a combination of conventional means or using electronic signatures, all of which constitute one and the same Contract.

The parties agree that exchange of Contracts may occur by electronic means, and that the Contracts shall be deemed binding on the parties from the date of exchange.

The Buyer consents to the Seller using electronic communications to provide any notice or information required by law to be given to the Buyer, whether or not it was given to the Buyer electronically before the Contract was signed.

The parties acknowledge that Part 2 and Part 2A of the *Electronic Transactions Act* apply to this Contract and agree that execution by them of an email or an electronic copy of this document and subsequent transmissions of the same shall be deemed to be binding upon the parties as if it were an original signature. The parties agree to do such further acts and sign all necessary documents to give effect to this intention.

The parties and the parties Solicitors and their agents consent to the transmission of documents by electronic communication methods pursuant to the *Electronic Transactions*

Act.

The Buyer will not make any objection, requisition, claim for compensation or damages, delay Completion or terminate or rescind this Contract on the basis that a document that has been provided to them has been executed using an electronic signature, provided that the document is acceptable to the ACT Land Titles Office for the purpose of registration.

In this condition:

'Electronic Signature' means an electronic method for:

- (a) signing documents;
- (b) identifying the person signing; and
- (c) confirming that person's intention to sign.

"Electronic Transactions Act" means the *Electronic Transactions Act 2001* (ACT).

67. PAYMENT OF GOODS AND SERVICES TAX ("GST")

In this clause 'supply', 'GST', 'tax invoice' has the same meaning as in the *A New Tax System (Goods & Services) Tax Act 1999* (the GST Act).

The Buyer warrants and represents that the Buyer does not intend the Property to be used in a way that could make this sale a taxable supply and the Seller has determined that this sale is not a taxable supply on this basis.

If the Buyer breaches any of the warranties in this Special Condition or if any of the representations in this Special Condition are false, the Buyer must pay to the Seller, within 14 days of demand, an amount equal to the Price multiplied by the GST Rate plus any penalties or fines imposed by the Australian Taxation Office. If the Buyer does not pay within that 14 days then interest shall accrue, on a daily basis, at the rate of 10% per annum.

In the event that the Seller is liable for GST for the Buyer's breach of warranty in this Additional Condition, the Buyer agrees to pay to the Seller the amount of the GST, including any additional penalty and interest due to the Buyer's breach of this clause within fourteen (14) days of delivery to the Buyer of a relevant tax invoice from the Seller.

This clause shall not merge on completion.

68. GUARANTEE AND INDEMNITY

68.1 When this clause applies

- (a) This clause applies if the Purchaser is a corporation.
- (b) The Guarantor referred to in this clause is or are the parties identified on the front page of this contract, being the directors of the corporation which is the Purchaser.

68.2 Terms of Guarantee and Indemnity

- (a) In consideration of the Vendor entering into this contract with the Purchaser at the request of the Guarantor, the Guarantor:

- i. unconditionally and irrevocably guarantees to the Vendor:
 - (i) payment of all monies payable by the Purchaser; and
 - (ii) the due and punctual performance by the Purchaser of all other obligations,
 - under this contract; and
 - ii. as a separate undertaking, unconditionally and irrevocably indemnifies the Vendor against all liability or loss arising from, and any cost incurred by the Vendor in connection with or arising directly or indirectly from any breach of this contract by the Purchaser.
- (b) The Guarantor:
 - i. acknowledges the receipt of valuable consideration from the Vendor for the Guarantor incurring obligations and giving rights under this guarantee and indemnity; and
 - ii. agrees its guarantee and indemnity is a principal obligation and is not collateral to any other obligation.
- (c) The Guarantor agrees to pay interest on any amount payable under this guarantee and indemnity from when the amount becomes due for payment until it is paid in full. Accumulated interest is payable at the end of each month. The interest rate to be applied to each balance is at the Prescribed Rate.
- (d) The Guarantor waives any right it has of first requiring the Vendor to commence proceedings to enforce any other right against the Purchaser or any other person before claiming under this guarantee and indemnity.
- (e) This guarantee and indemnity is a continuing security and is not discharged by any one payment.
- (f) The liability of the Guarantor and the rights of the Vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including, but not limited to, one or more of the following:
 - i. the Vendor granting time or other indulgence to, compounding or comprising with or releasing the Purchaser;
 - ii. acquiescence, delay, acts, omissions or mistakes on the part of the Vendor;
 - iii. any transfer of a right of the Vendor;
 - iv. any variation, assignment, extension renewal of this contract; or
 - v. the invalidity or unenforceability of an obligation or liability of a person under this contract.
- (g) The Guarantor may not, without the Vendor's approval:
 - i. raise a set-off or counterclaim available to it or the Purchaser against the Vendor in reduction of its liability under this guarantee and indemnity;
 - ii. claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of any security or guarantee held by the Purchaser in connection with this contract;
 - iii. make a claim or enforce a right against the Purchaser or its property; or
 - iv. prove competition with the Vendor if a liquidator, provisional liquidator, receiver, administrator or trustee in bankruptcy is appointed in respect of the Purchaser or the Purchaser is otherwise unable to pay its debts when they fall due,
- until all money payable to the Vendor in connection with this contract is paid.
- (h) If a claim that payment to the Vendor in connection with this contract or this guarantee and indemnity is void or voidable (including, but not limited to, a claim under Laws relating to liquidation, administration, insolvency or protection of creditors) is upheld, conceded or comprised then the Vendor is entitled immediately as against the Guarantor to the rights to which it would have been entitled under this guarantee and indemnity if the payment had not occurred.
- (i) The Guarantor agrees to pay or reimburse the Vendor on demand for:

- i. the Vendor's costs in making, enforcing and doing anything in connection with this guarantee and indemnity including but not limited to, legal costs and expenses on a full indemnity basis; and
- ii. all stamp duties, fees, taxes and charges which are payable in connection with this guarantee and indemnity or a payment, receipt or other transaction contemplated by it.

68.3 Execution

Execution by a party on behalf of a corporation will be regarded as execution by that party on behalf of the corporation and by that party in his/her/their capacity as Guarantor.

69. NO MERGER

No Clause or Special Condition hereof shall merge on completion where such clause may reasonably be construed as intended to have a continuing effect after completion.

70. ELECTRONIC SETTLEMENT

- i. The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.
- ii. The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement but each party shall pay their own costs.
- iii. Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.
- iv. Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.
- v. Settlement takes place when the financial settlement takes place.
- vi. Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
- vii. If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. If electronic settlement cannot be re-established the next working day the parties must settle in the usual non-electronic manner as soon as possible but no later than 3 working days after the initial electronic failure unless otherwise agreed.
- viii. Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.

71. BUILDING AND PEST REPORT

If a Building and Pest and/or Energy Efficiency Report is attached to this Contract, the parties agree that the report has been provided for the benefit of the Buyer and the Buyer will reimburse the Seller for the cost of the report by way of adjustment at completion. This is an essential term of the Contract.

72. COUNTERPARTS

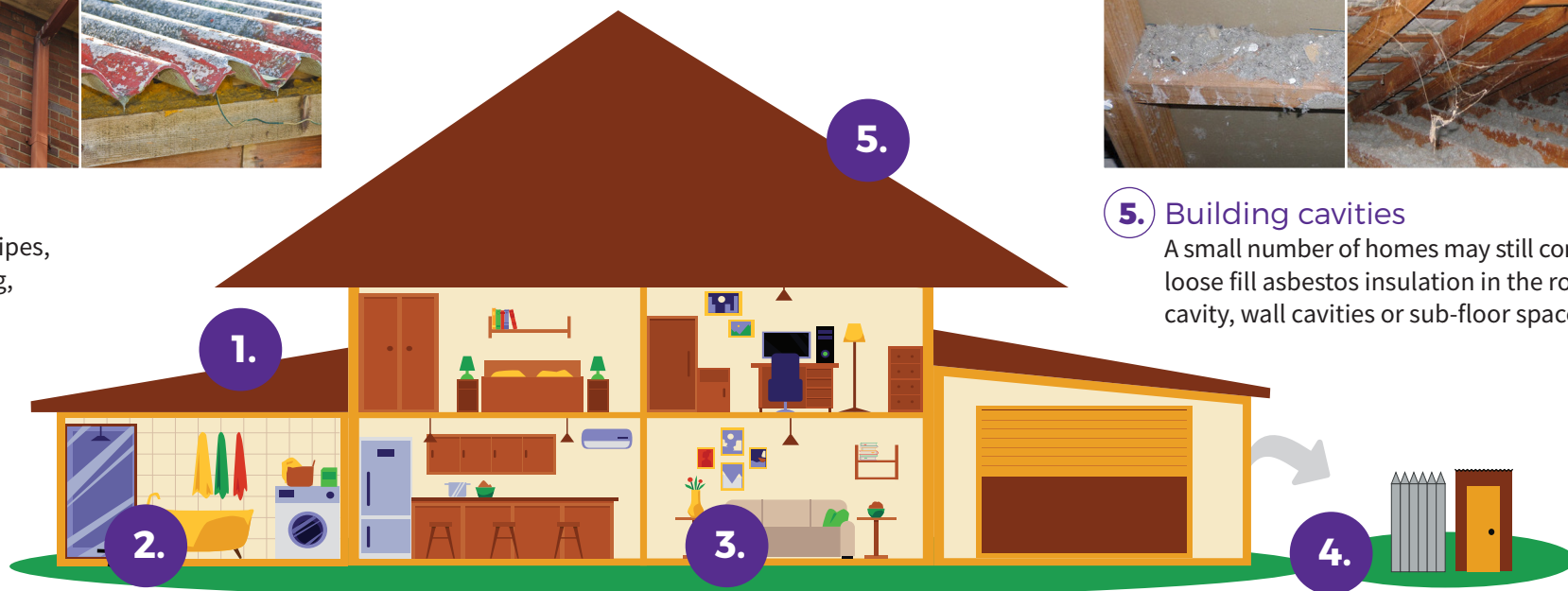
The parties may execute this Contract in two or more counterparts and all counterparts together constitute one document.

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.

Volume 794 Folio 75 Edition 5

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Barton Section 23 Block 1 on Deposited Plan 123 with 37 units on Unit Plan 201

Unit 25 (Class A) entitlement 58 of 2085, 3 subsidiaries

Lease commenced on 16/05/2018, terminating on 15/05/2117

Proprietor

Emma Jane Sekuless

51 Carstensz Street Griffith ACT 2603

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
15/10/2012	1823430	Mortgage to National Australia Bank Limited
10/10/2018	2175156	Surrender of Unit Title Lease
10/10/2018	2175157	Further Lease Granted (DLA2175156)

End of interests

FORM 1

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 201

Block 1 Section 23 Division of BARTON
Register Book Volume 333 Folio 24 Deposited Plan No. 123

Address of the Corporation for service of documents PROPRIETORS OF UNITS PLAN N° 201
CORNER OF DARLING & MACQUARIE STREETS BARTON

I, of
a surveyor registered under the Surveyors Ordinance 1967, 1970 hereby certify that the diagram on this sheet shows the boundaries of the abovementioned parcel of land, (and, if the parcel is to be sub-divided into Class B units as defined in the Unit Titles Ordinance 1970, the boundaries of each of these units) and the boundaries, at ground level, or projected to ground level, of the extremities of each building on the parcel and that each building is wholly within the parcel.

Dated this twentieth day of June, 1980.

Gordon A. Bunter
Registered Surveyor

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

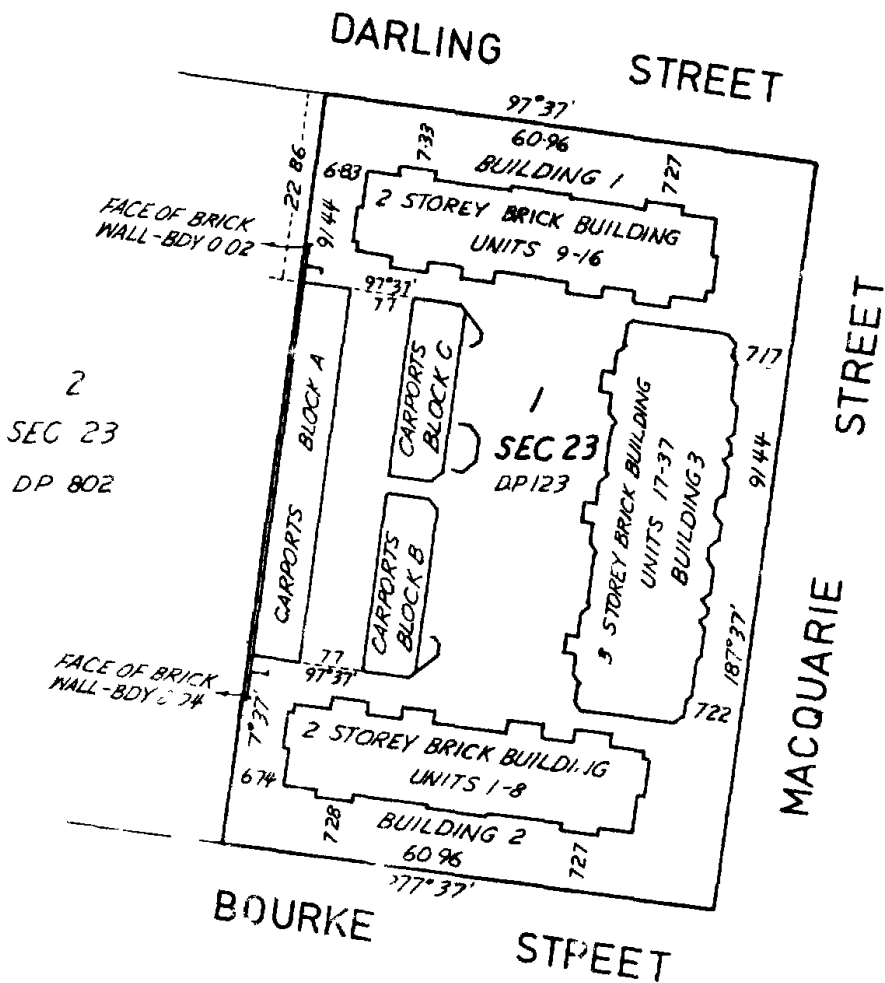
Dated this twenty second day of August, 1980.

P. W. Morgan
Delegate of the Minister of State for the Interior, CAPITAL TERRITORY

Registered by me on the third day of September, 1980, at ten minutes past ten o'clock in the fore noon, the number allocated to the Units Plan being 201. The terms of the leases of the units and the lease of the common property expire on the thirtieth day of December, 2032.

John Jarryl Morgan
Registrar of Titles

SITE PLAN



JOHN JARRYL MORGAN

JEANETTE MORGAN

Reliant

Scale: 0 20 40 METRES
1:750

FORM 1 Real Property (Unit Titles) Ordinance 1970 UNITS PLAN No. 201		
Block / Register Book Volume	Section 23 .. Folio	Division of <u>BARTON</u> Deposited Plan No.
Address of the Corporation for service of documents		
I, _____ of _____ a surveyor registered under the Surveyors Ordinance 1967-1970 hereby certify that the diagram on this sheet shows the boundaries of the abovementioned parcel of land, (and, if the parcel is to be sub-divided into Class B units as defined in the Unit Titles Ordinance 1970, the boundaries of each of those units) and the boundaries, at ground level, or projected to ground level, of the extremities of each building on the parcel and that each building is wholly within the parcel. Dated this _____ day of _____, 19____. Registered Surveyor	Approved under the Unit Titles Ordinance 1970 as the Units Plan for the sub-division of the abovementioned parcel of land. Dated this <u>twenty second</u> day of <u>August</u>, 19<u>80</u>. <u>[Signature]</u> Deputy of the Minister of State for the <u>Capital Territory</u> Registered by me on the <u>third</u> day of <u>September</u>, 19<u>80</u>, at _____ minutes past _____ o'clock in the _____ fore noon, the number allocated to the Units Plan being <u>201</u>. The terms of the leases of the units and the lease of the common property expire on the _____ day of <u>December</u> <u>2032</u>. <u>[Signature]</u> Registrar of Titles	
SITE PLAN		
I, <u>GORDON SAVILLE BURTON</u>..... of <u>53 COLBEE COURT PHILLIP</u>..... surveyor registered under the Surveyors Ordinance 1967-1975 hereby certify that the diagram on the sheet shows- the boundaries of the above-mentioned parcel of land. * the boundaries of each unit that is a Class B unit as defined in the Unit Titles Ordinance 1970-1975 into 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 that each building or building in course of erection is wholly within the parcel. Dated this <u>fourteenth</u>.....day of <u>June</u>....., 19<u>80</u>. <u>[Signature]</u> Registered Surveyor * Delete if not applicable. ! Delete if there are no buildings or building in course of erection on the parcel.		
Scale: _____ feet to the inch <u>[Signature]</u> JOHN DARRYL MORGAN JANETTE MORGAN Applicant		

FORM 7

Real Property Unit Titles Ordinance 1970

UNITS PLAN No. 201

SCHEDULE OF UNIT ENTITLEMENTS

Block 1 Section 23 Division of BARTON

Column 1			Column 2	
Unit No	Unit Entitlement	Unit Shareholders	Certificate of Title	
			Volume	Folio
1	57	3	794	51
2	58	2	794	52
3	58	3	794	53
4	58	3	794	54
5	58	2	794	55
6	57	2	794	56
7	58	3	794	57
8	58	3	794	58
9	57	2	794	59
10	58	2	794	60
11	58	3	794	61
12	58	3	794	62
13	58	3	794	63
14	58	2	794	64
15	57	3	794	65
16	58	3	794	66
17	59	3	794	67
18	57	4	794	68

Aggregate

JOHN DARRYL MORGAN
JEANETTE MORGAN

Applicant

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

Dated this 22/8/80 day of August 1980

22/8/80

Minister of State for the Capital Territory

The Certificate of Title issued for each of the units in which the parcel of land has been subdivided is shown in Column 2 above. The Certificate of Title for the common property Register Book Volume 794 Folio 68



X

FORM 2

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 201.**SCHEDULE OF UNIT ENTITLEMENTS**Block **1** Section **23** Division of **BARTON**

Column 1			Column 2	
Unit No	Unit Entitlement	Unit Subsidiaries	Certificate of Title	
			Volume	Folio
19	59	4	794	69
20	57	4	794	70
21	59	3	794	71
22	57	4	794	72
23	58	3	794	73
24	39	3	794	74
25	58	3	794	75
26	58	4	794	76
27	39	3	794	77
28	58	4	794	78
29	58	4	794	79
30	39	3	794	80
31	58	4	794	81
32	57	4	794	82
33	59	4	794	83
34	57	4	794	84
35	59	3	794	85
36	57	4	794	86
37	59	4	794	87
Aggregate	2085			
JOHN DARRYL MORGAN JEANETTE MORGAN <i>[Signature]</i> Applicant			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 794 Folio 88 .	
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated this <i>twenty second</i> day of <i>August</i> 19 <i>80</i> <i>[Signature]</i> Minister of State for the Capital Territory			<i>[Signature]</i> Registrar of Titles	

FORM 3

Re: Property (Unit Titles) Ordinance 1970

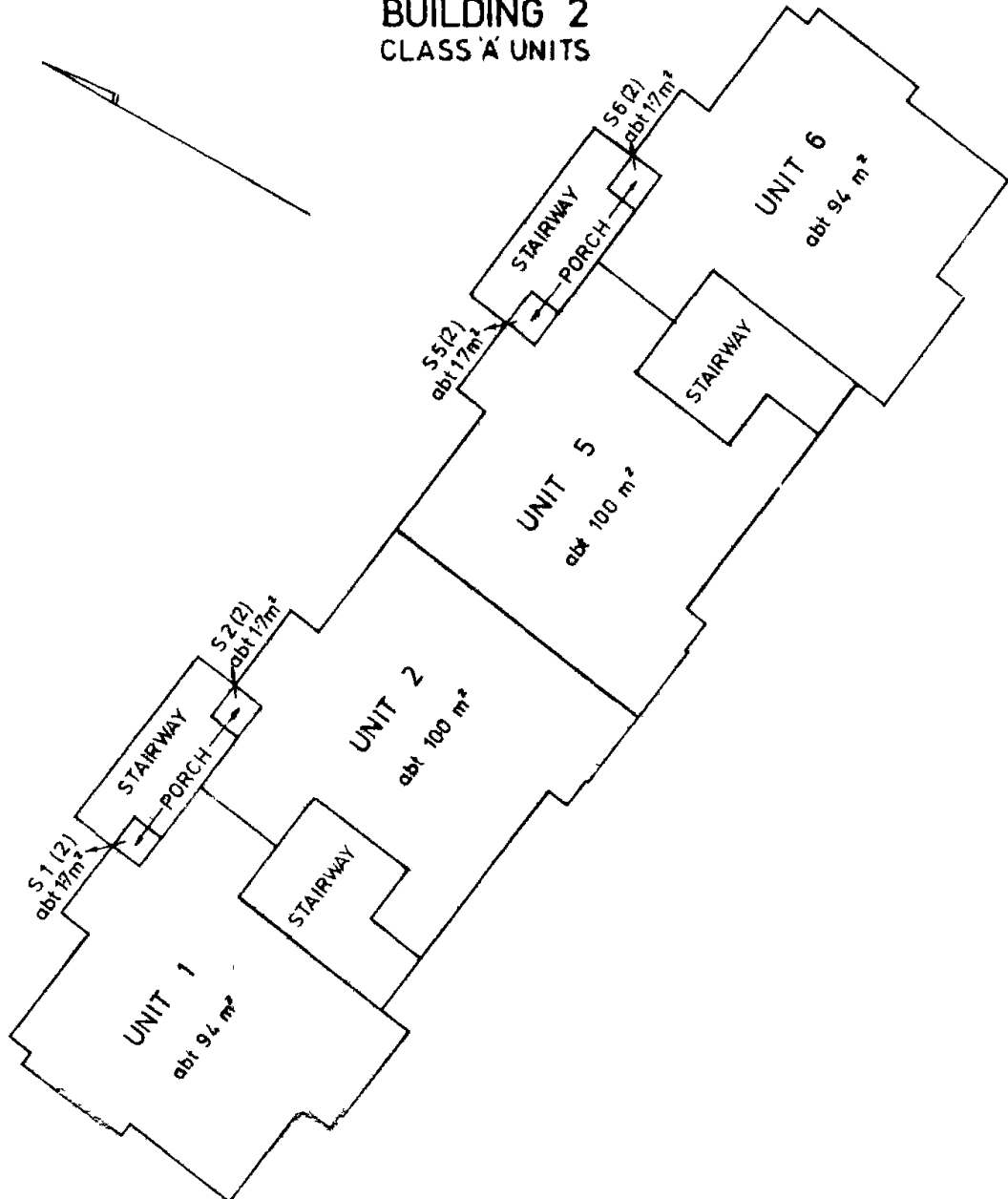
UNITS PLAN No. 201

Block 1, Section 23, Division of BARTON

FLOOR PLAN

(1) GROUND FLOOR
BUILDING 2
CLASS A UNITS

(1) Number of floor



scale 0 2 4 6 8 10 METRES
1:200

JOHN DARRYL MORGAN
JEANETTE MORGAN

Applicant

Deputy of the Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 201

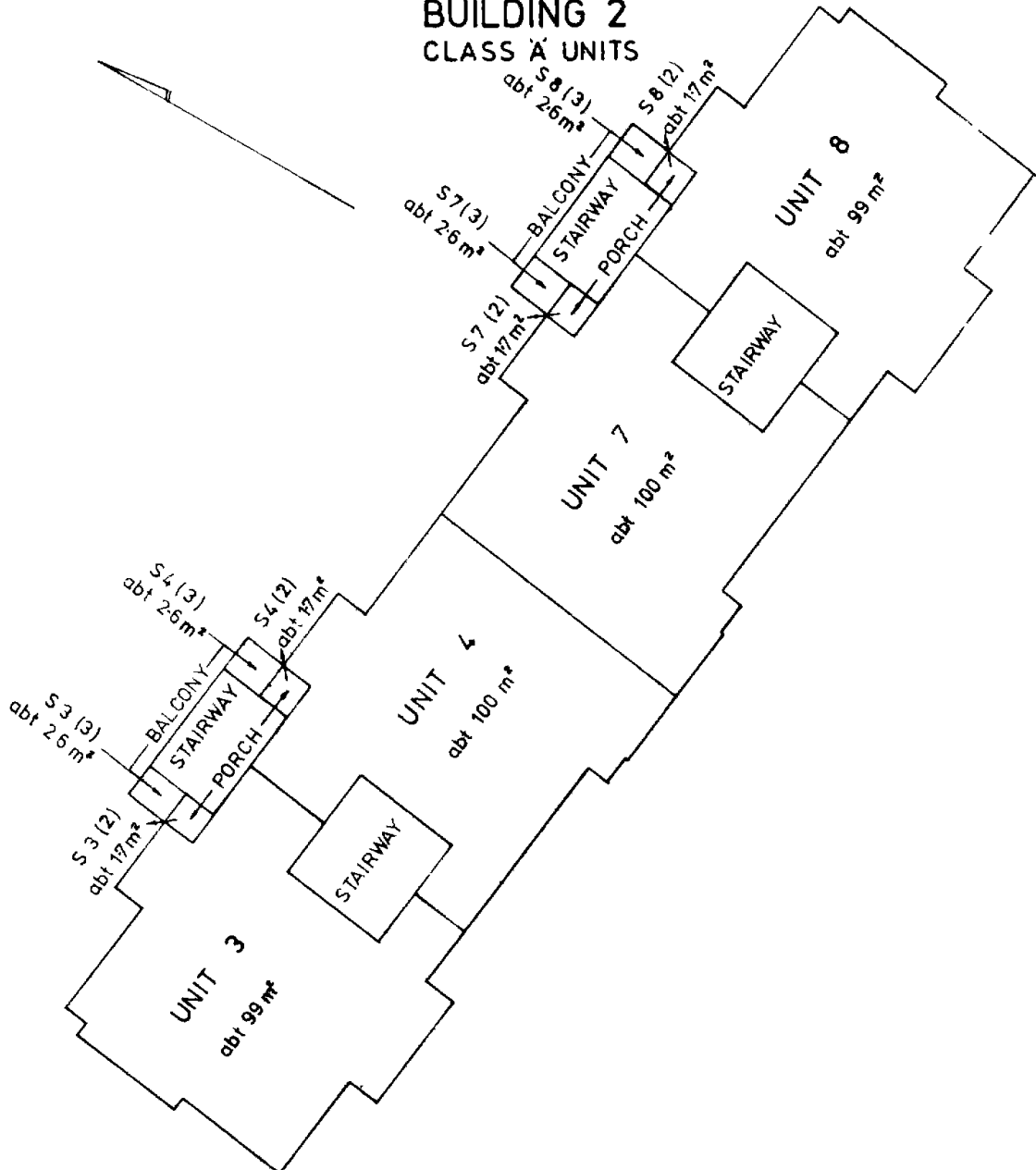
Block 1, Section 23, Division of BARTON

(1) Number of floor

FLOOR PLAN

(1) FIRST FLOOR

BUILDING 2 CLASS 'A' UNITS



Scale 0 2 4 6 8 10 METRES
1:200

JOHN DARRYL MORGAN
JEANETTE MORGAN

Applicant

Deputy of the Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

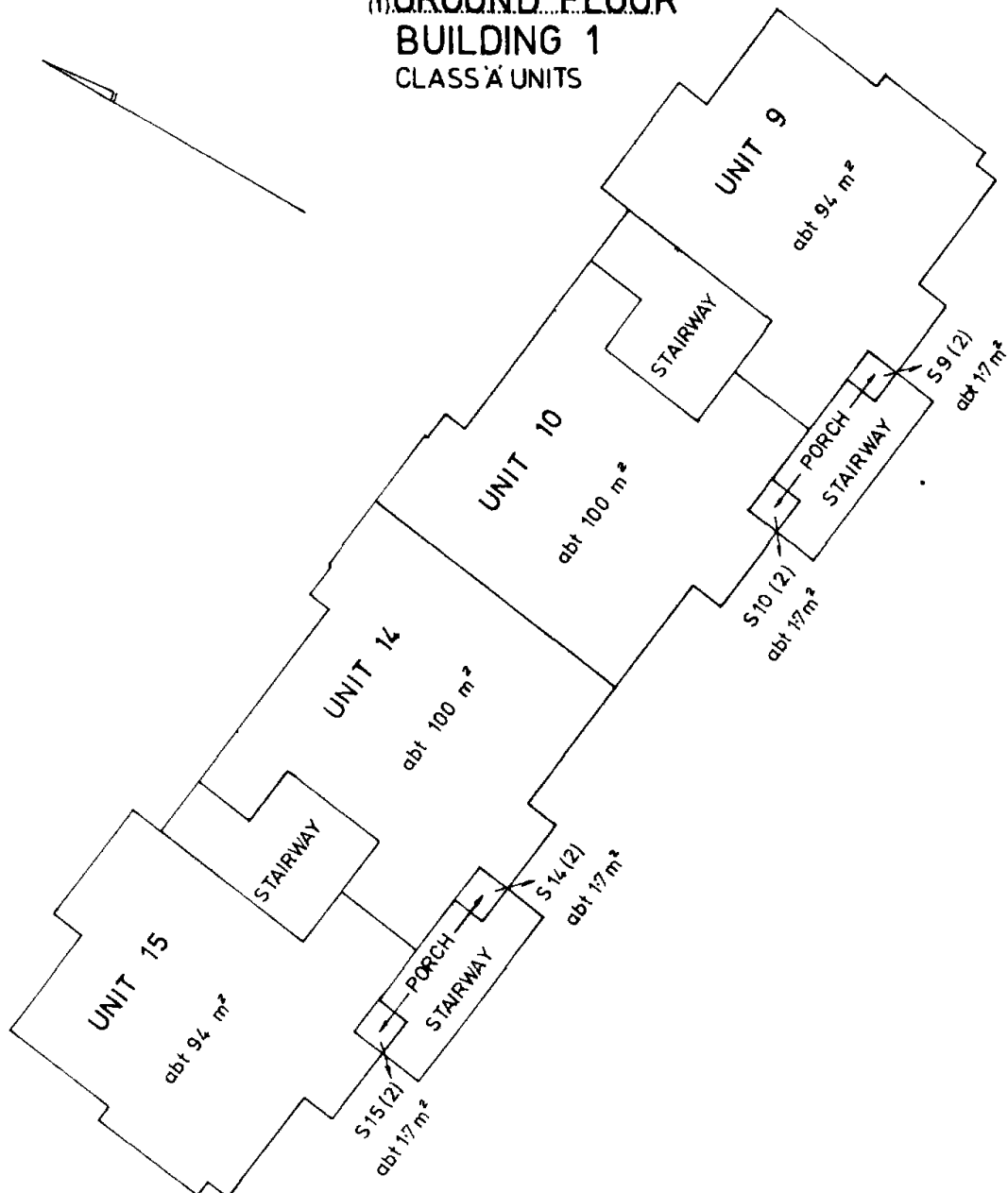
UNITS PLAN No. 201

Block 1, Section 23, Division of BARTON

FLOOR PLAN

(1) GROUND FLOOR
BUILDING 1
CLASS 'A' UNITS

(1) Number of floor



Scale. 0 2 4 6 8 10 METRES
1:200

JOHN DARRYL MORGAN

JEANETTE MORGAN

Applicant

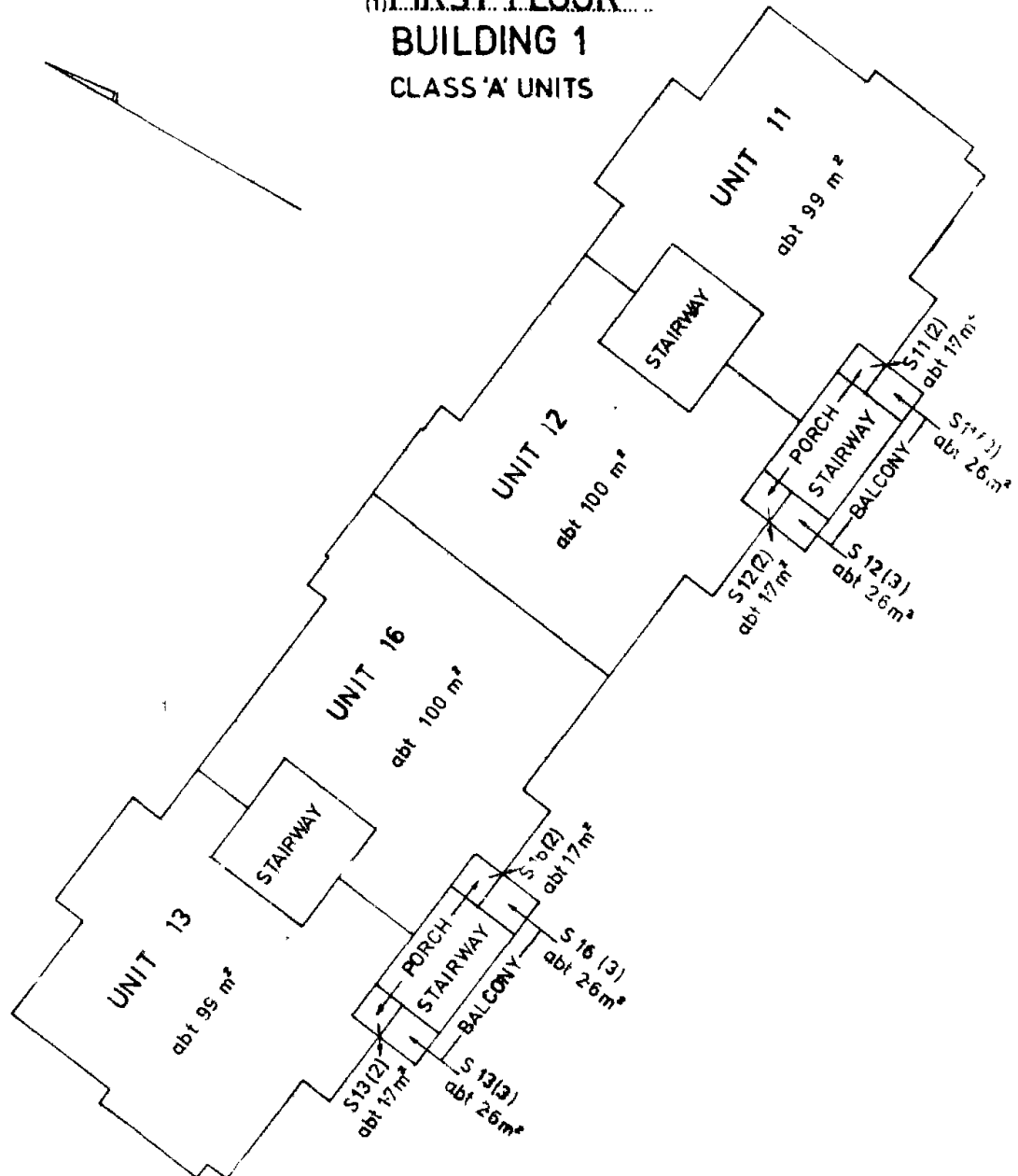
Delegate of the Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 201Block 1, Section 23, Division of BARTON**FLOOR PLAN**(1) **FIRST FLOOR****BUILDING 1****CLASS 'A' UNITS**

(1) Number of floor



Scale 0 2 4 6 8 10 METRES
1:200

JOHN DARRYL MORGAN

JEANETTE MORGAN

[Signature]
Applicant

Liege of the

[Signature]
Minister of State for the Capital Territory

FORM 3

Re: *Property, (Unit Titles) Ordinance 1970*

UNITS PLAN No. 201

Block 1, Section 23, Division of BARTON

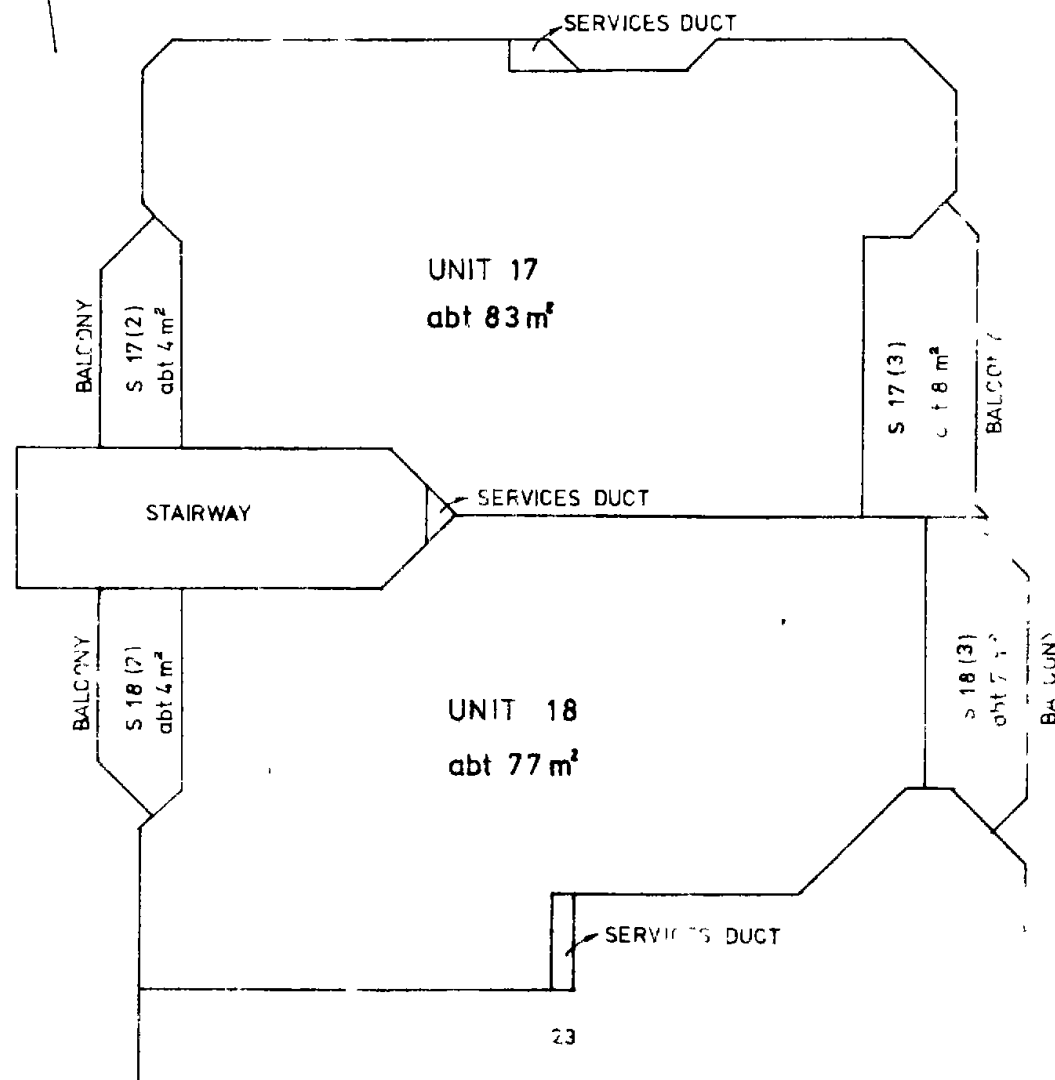
FLOOR PLAN

(1) GROUND FLOOR

BUILDING 3

CLASS 'A' UNITS

Number of floor



Scale 0 1 2 3 4 5 METRES
1:100

JOHN DARRYL MORCAN

JEANETTE MORGAN

Applicant

Witness

the Minister of State for the Capital Territory

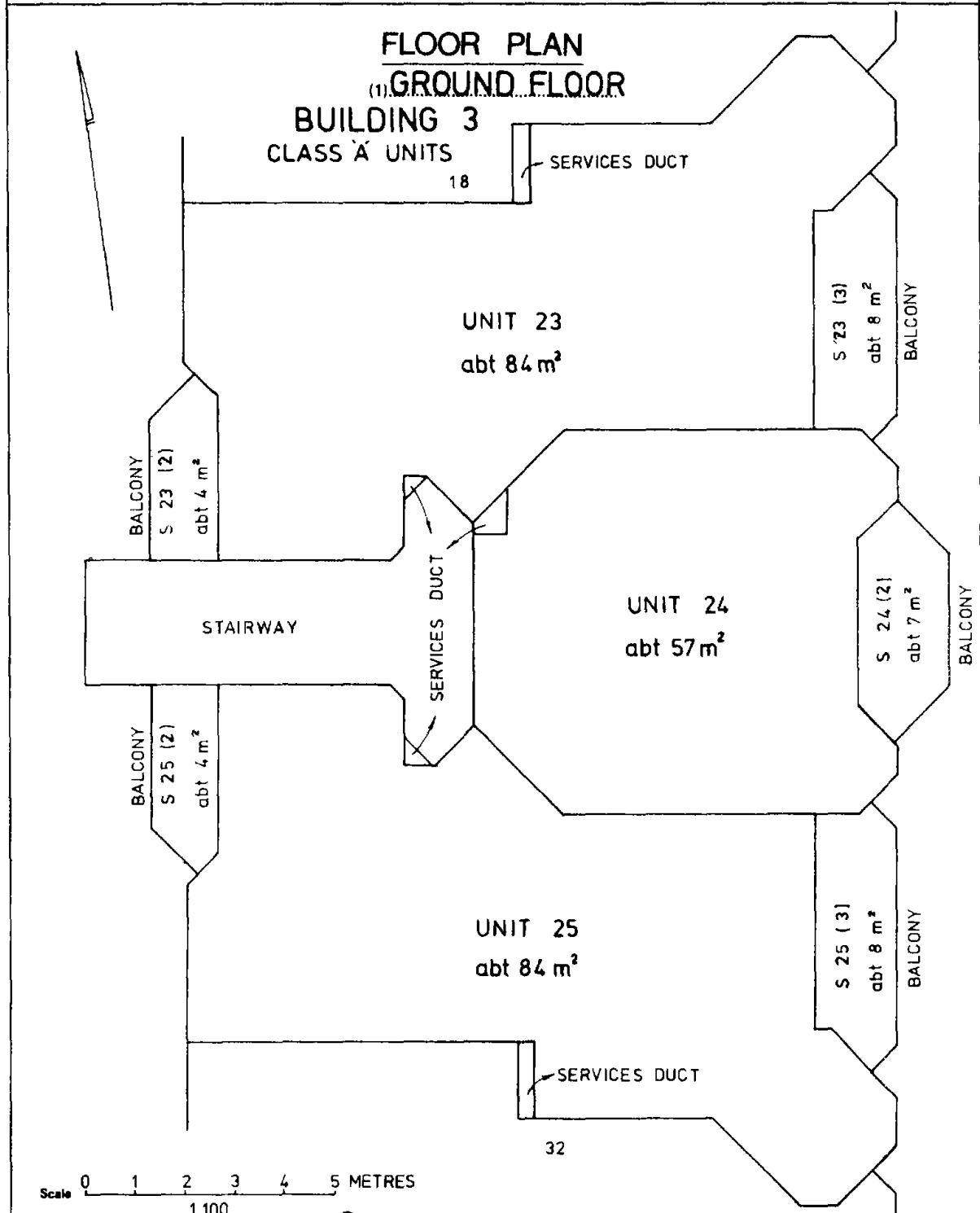
FORM 3

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 201

Block.....1....., Section.....23....., Division of BARTON.....

(1) Number of floor



JOHN DARRYL MORGAN

JEANETTE MORGAN

Applicant

Delegate of the Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

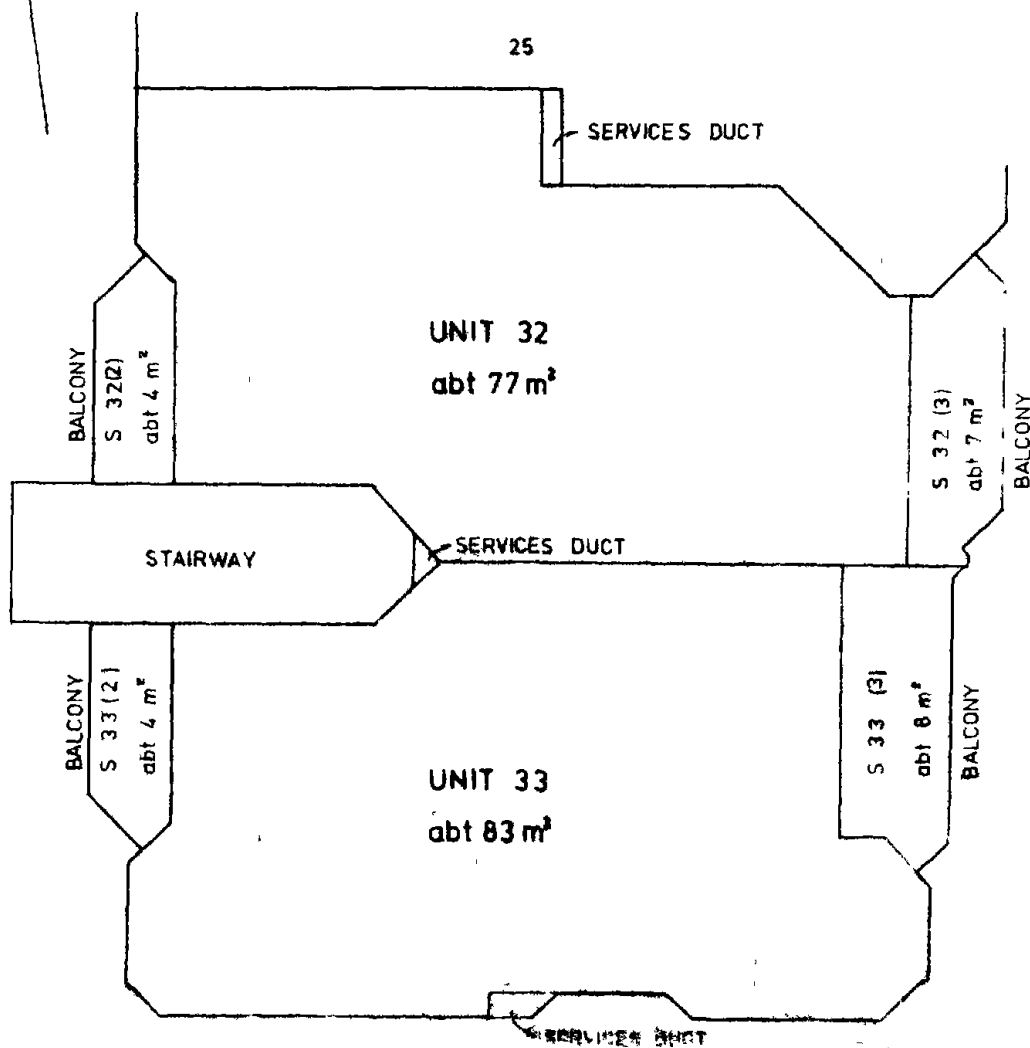
UNITS PLAN No. 201

Block 1, Section 23, Division of BARTON

FLOOR PLAN

(1) GROUND FLOOR
BUILDING 3
CLASS 'A' UNITS

(1) Number of floor



Scale 0 1 2 3 4 5 METRES
1:100

JOHN DARRYL MORGAN
JEANETTE MORGAN

[Signature]
Applicant

[Signature]

Minister of State the CAPITAL TERRITORY

ORM 3

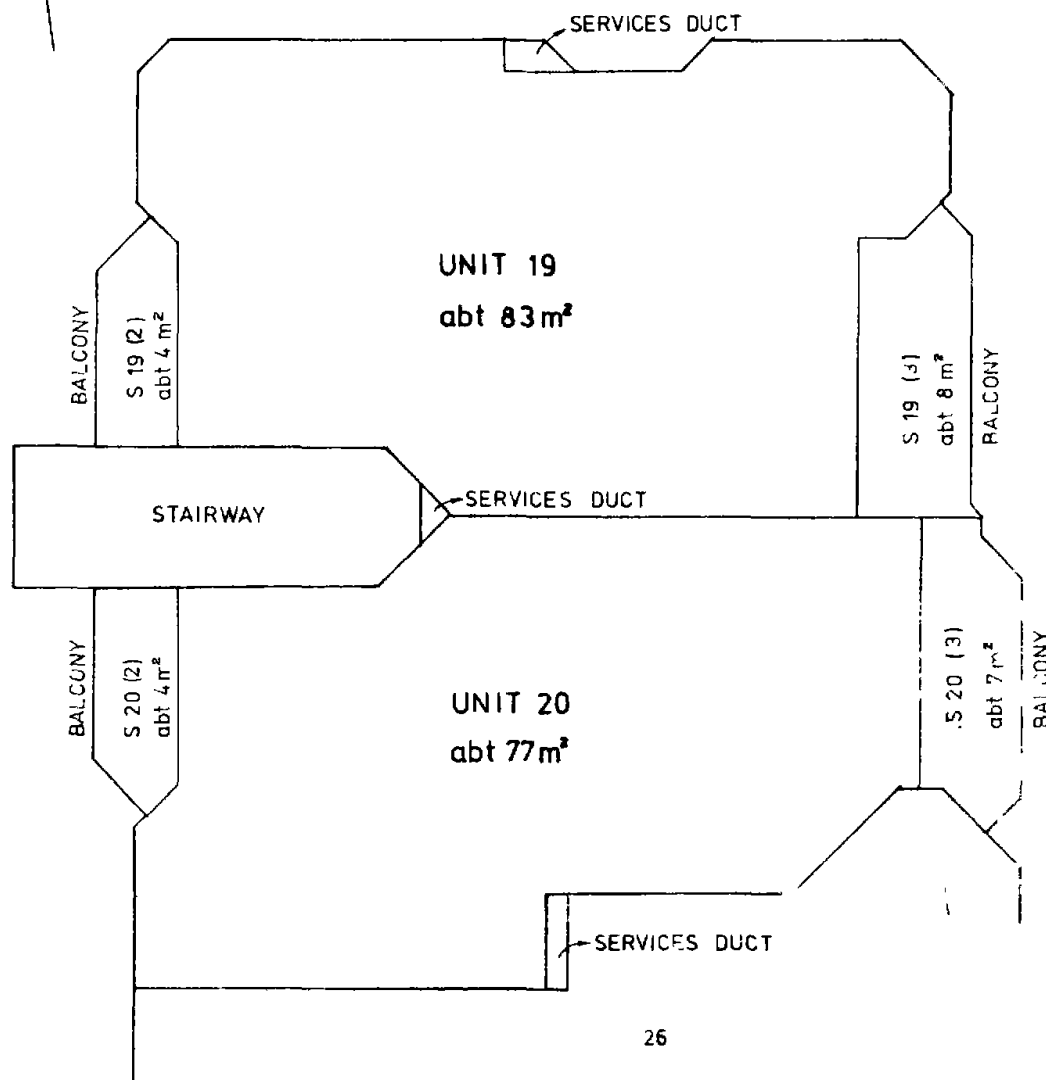
Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 201

Block 1, Section 23, Division of BARTON

(1) Number of floor

FLOOR PLAN (1) FIRST FLOOR BUILDING 3 CLASS 'A' UNITS



Scale 0 1 2 3 4 5 METRES
1:100

JOHN DARR L. MORGAN
JEANETTE MORGAN

Applicant

Delegate of the Minister of State for the Capital Territory

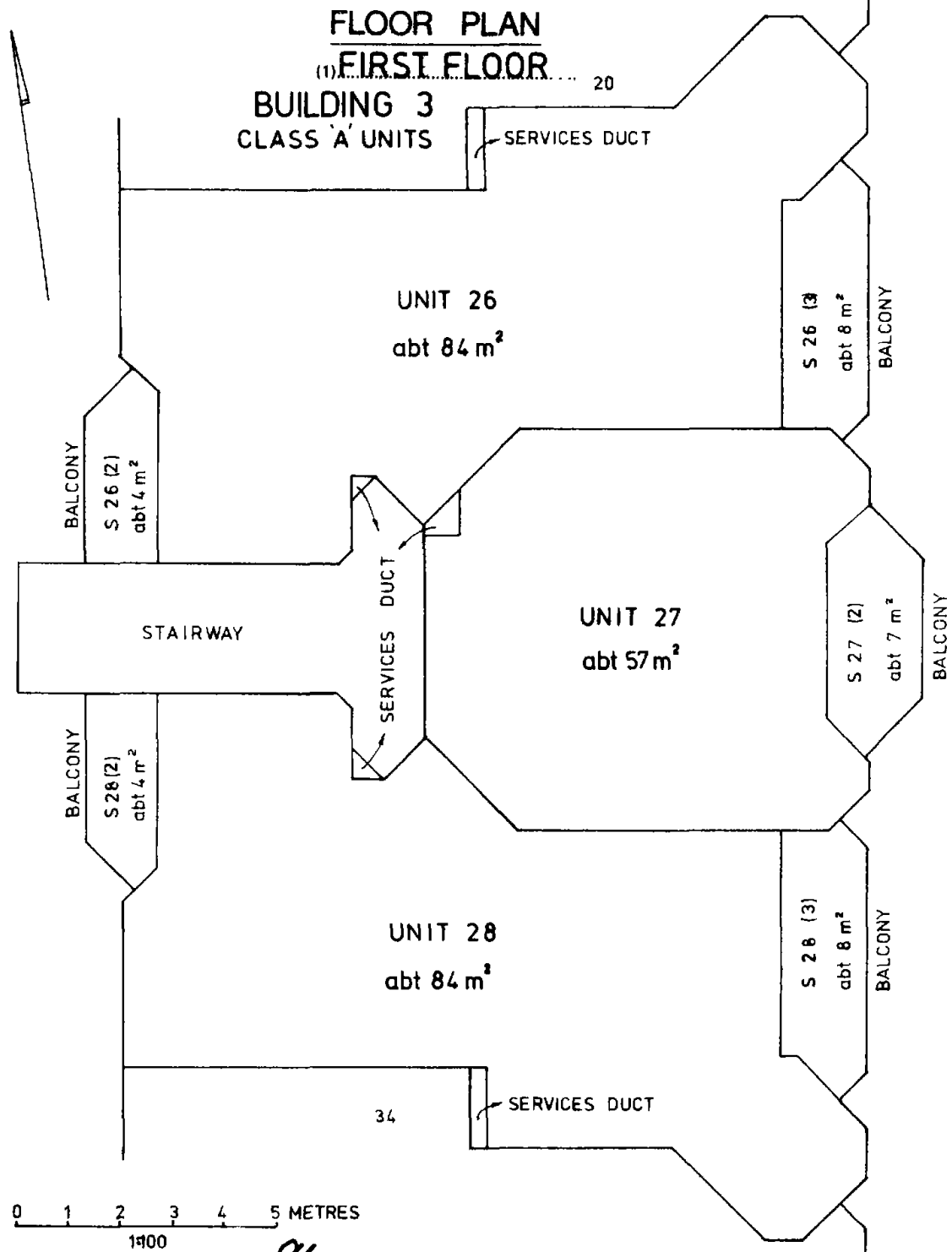
FORM 3

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 201

Block 1, Section 23, Division of BARTON

(1) Number of floor



JOHN DARRYL MORGAN
 JEANETTE MORGAN

Applicant

Delegate of the Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 201

Block 1, Section 23, Division of BARTON

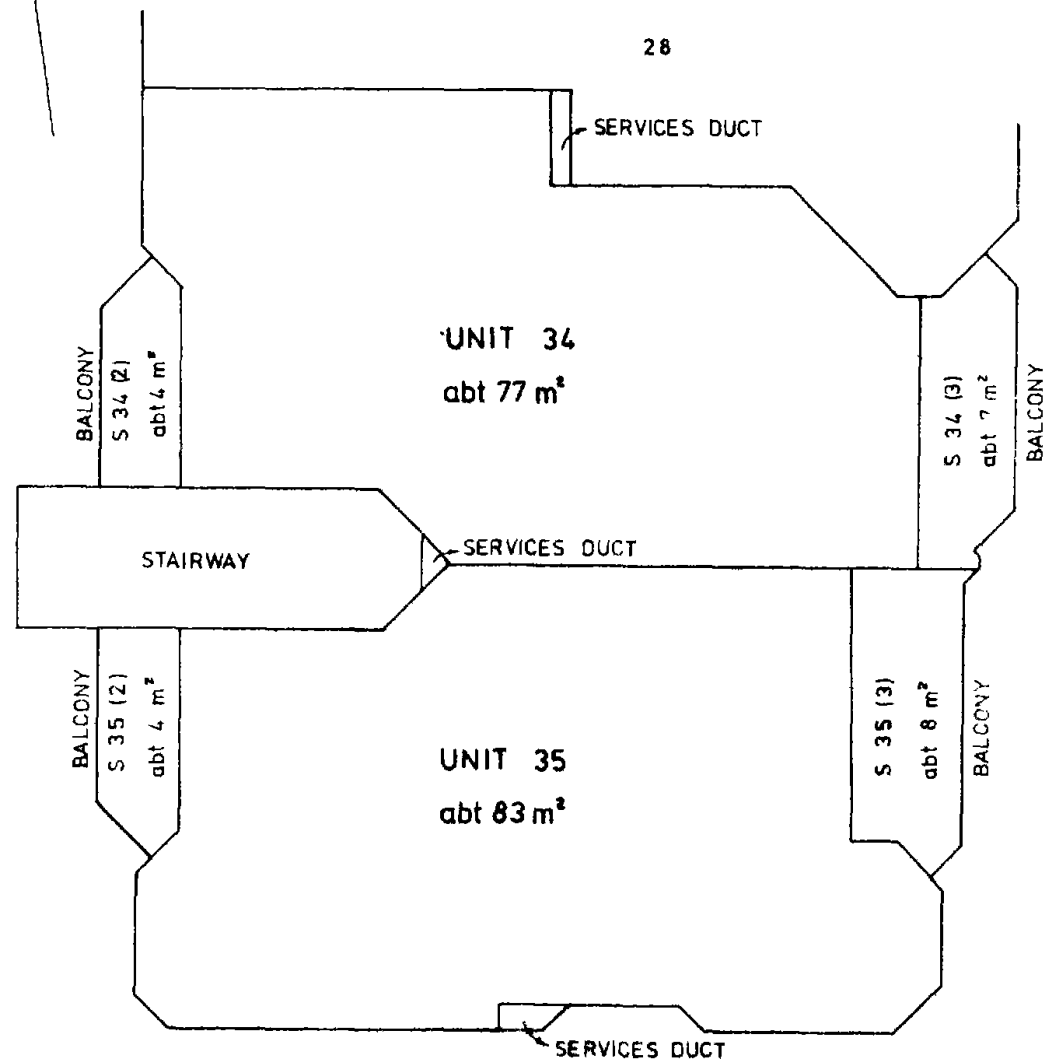
FLOOR PLAN

(1) FIRST FLOOR

BUILDING 3

CLASS 'A' UNITS

(1) Number of floor



Scale. 0 1 2 3 4 5 METRES
1:100

JOHN DARRYL MORGAN

JEANETTE MORGAN

[Signature]
Applicant

Deputy of the Minister of State for the Capital Territory

[Signature]

FORM 3

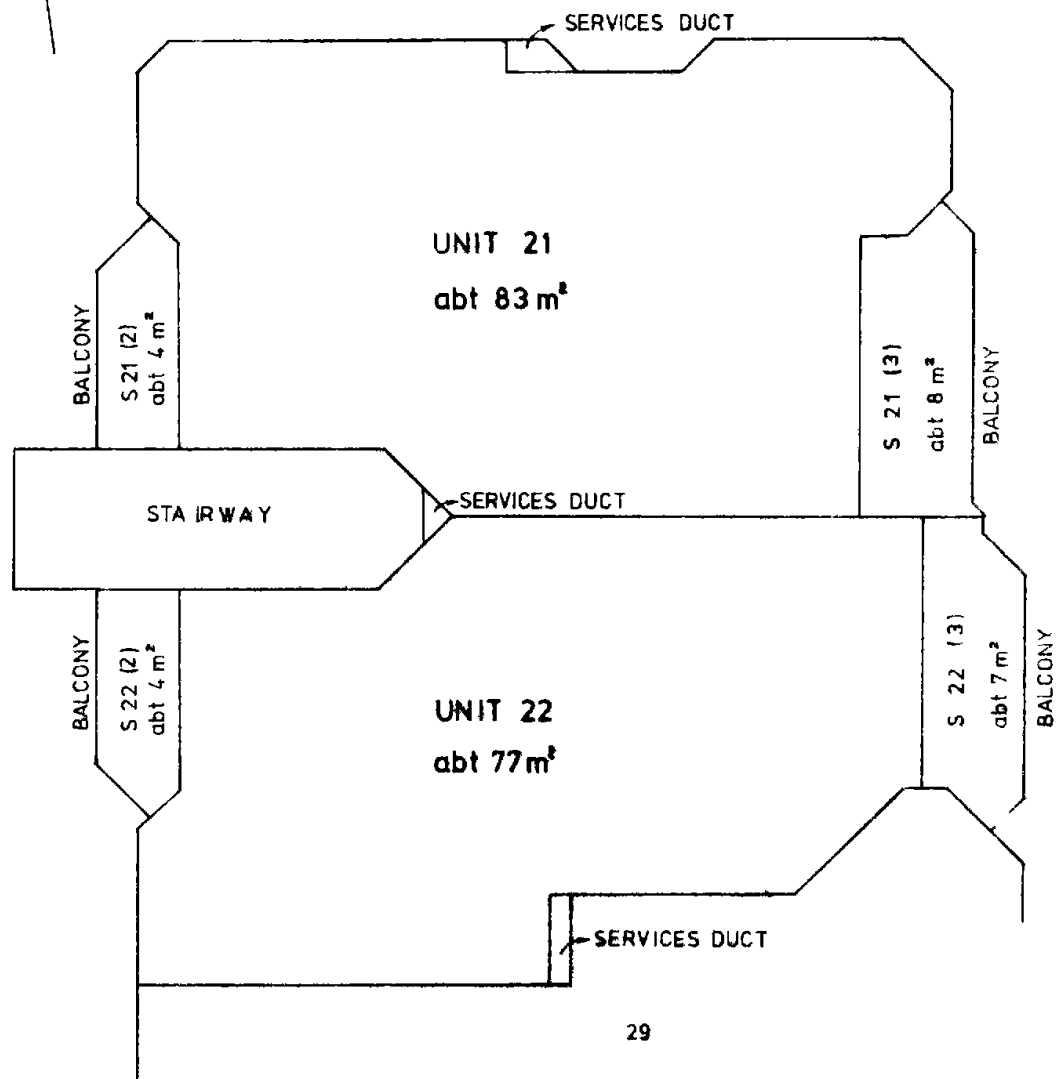
Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 201

Block 1, Section 23, Division of BARTON

(1) Number of floor

FLOOR PLAN (1) SECOND FLOOR BUILDING 3 CLASS 'A' UNITS



Scale 0 1 2 3 4 5 METRES
1:100

JOHN DARRYL MORGAN
JEANETTE MORGAN

Applicant

Deputy of the Minister of State for the Capital Territory

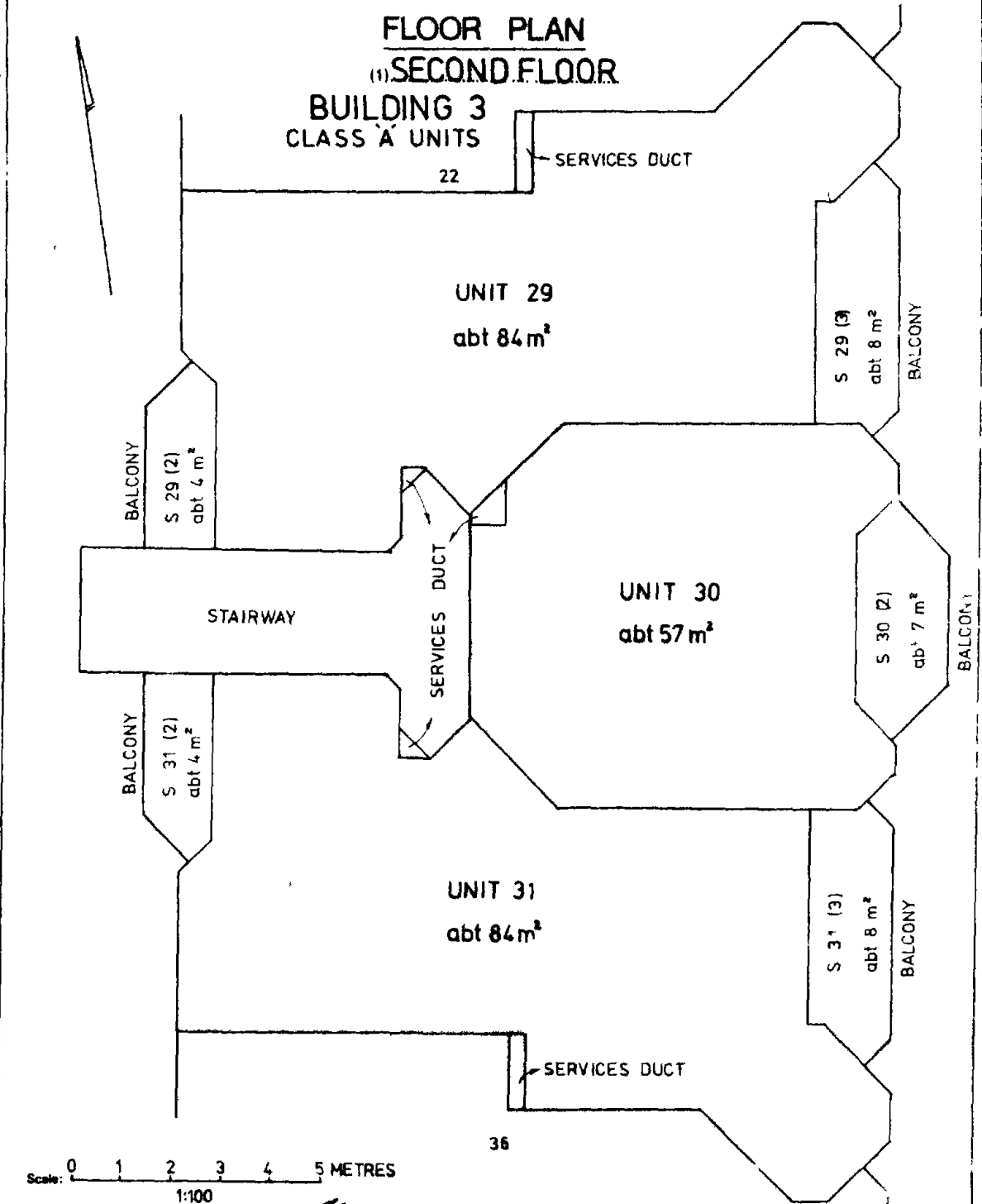
FORM 3

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 201

Block 1, Section 23, Division of BARTON

(1) Number of floor



JOHN DARRYL MORGAN

JEANETTE MORGAN

[Signature]
Applicant

Deputy of the

[Signature]

Minister of State for the Capital Territory

FORM 3

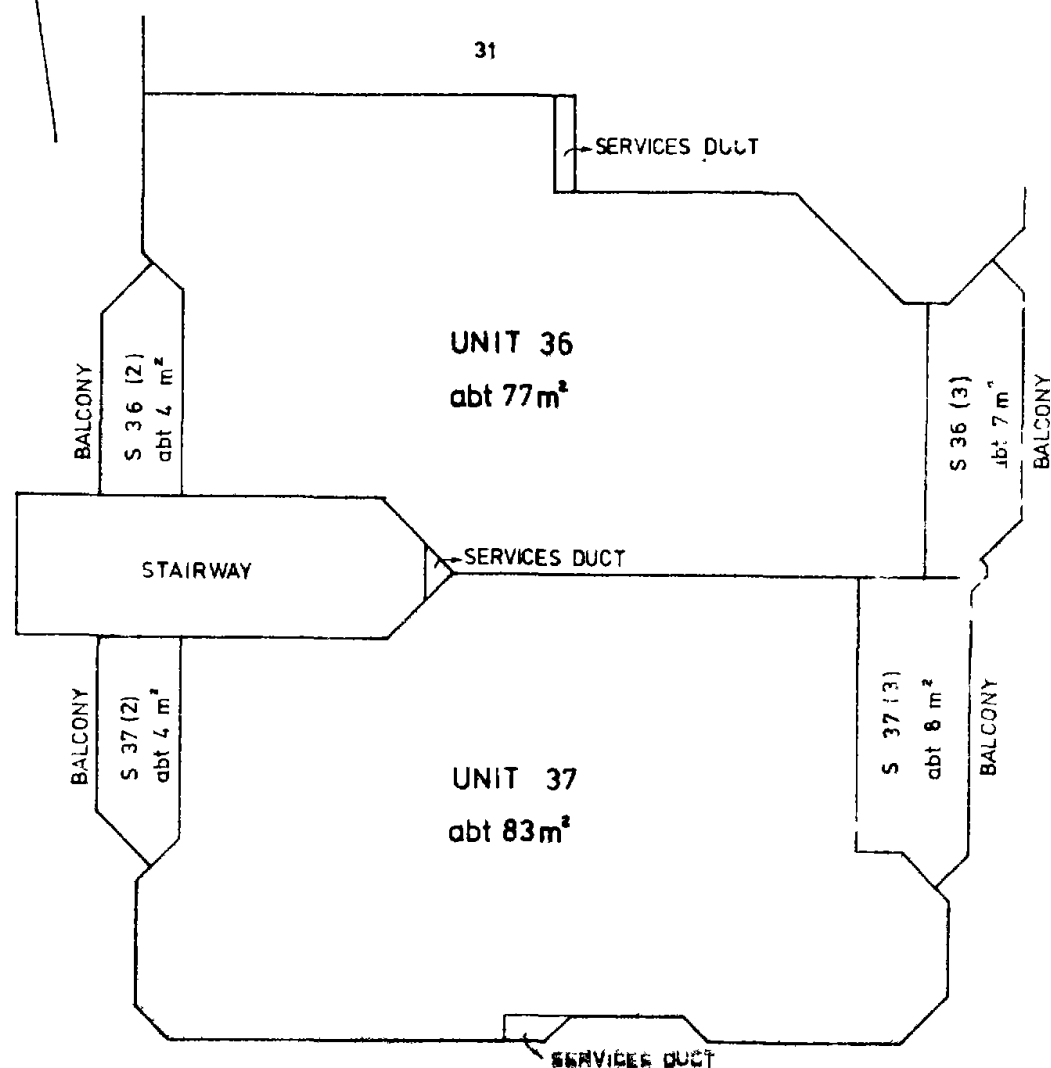
Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 201

Block 1, Section 23, Division of BARTON

(1) Number of floor

FLOOR PLAN (1) SECOND FLOOR BUILDING 3 CLASS 'A' UNITS



Scale: 0 1 2 3 4 5 METRES
1:100

JOHN DARRYL MORGAN

JEANETTE MORGAN

Applicant

Deputy of the Minister of State for the Capital Territory

FORM 2

Real Property (Unit Titles) Ordinance 1970

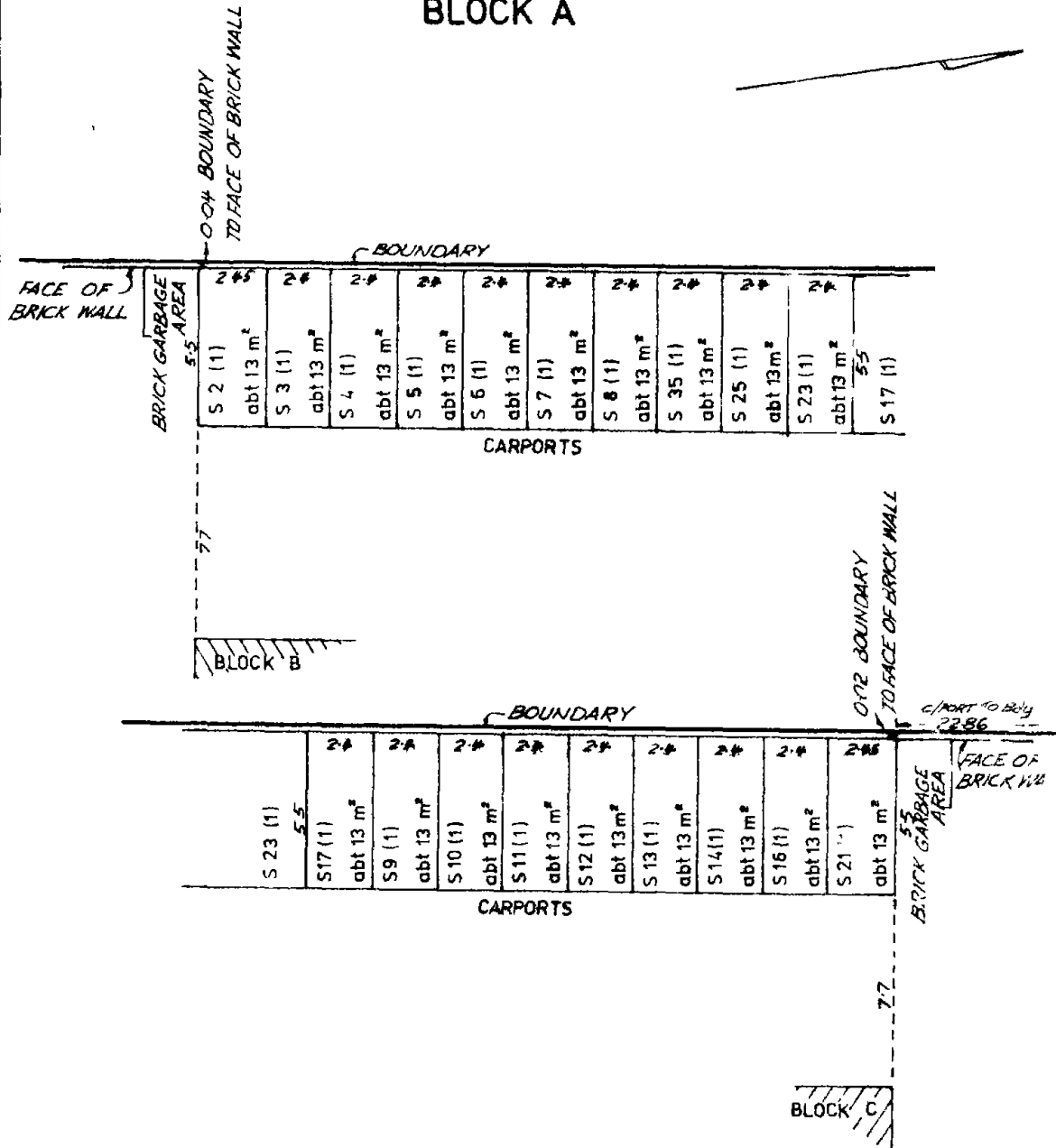
UNITS PLAN No. 201

Block 1, Section 23, Division of BARTON

FLOOR PLAN

(1) CARPORTS
BLOCK A

(1) Number of floor



Scale 0 2 4 6 8 10 METRES
1:200

JOHN DARRYL MORGAN

JEANETTE MORGAN

[Signature]
Applicant

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

FORM 3

Real Property (Unit Titles) Ordinance 1970

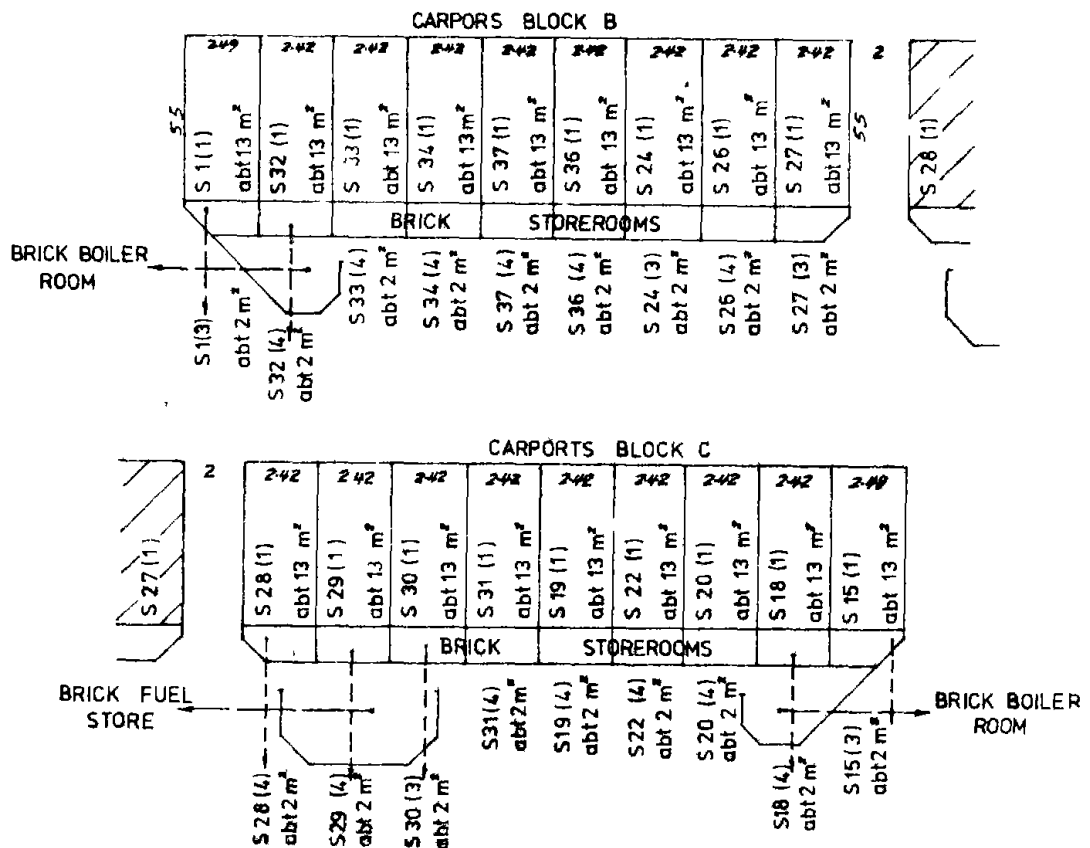
UNITS PLAN No. 201

Block 1, Section 23, Division of BARTON

FLOOR PLAN

(1) CARPORTS
BLOCKS B & C

(1) Number of floor



Scale: 0 2 4 6 8 10 METRES
1:200

JOHN DARRYL MORGAN

JEANETTE MORGAN

[Signature]
Applicant

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

Real Property (Unit Titles) Ordinance 1970

Sheet No. 19 of 21 Sheets

UNITS PLAN NO. 201

Block 1 Section 23 Division of Barton

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

1. The term of the lease of each of the Units expires on the nineteenth day of December Two thousand and thirty two.
 2. The rent reserved by and payable under the lease of each of the Units is Five cents per annum if and when demanded.
 3. Each of the Lessees of Units Nos. 1-37 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) 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 Unit;
 - (c) 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;
 - (d) to use the Unit for residential purposes only as a single unit private dwelling house;
 - (e) not to use any Unit Subsidiary to that Unit as a habitation;
 - (f) 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;
 - (g) 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;
- B. M.*

- (h) 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.

4. It is mutually covenanted and agreed by the Commonwealth of Australia 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 is at any time not used for a period of one year for the purpose for which this lease is granted;
 - (ii) 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
 - (iii) 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 or the Minister or a person authorised by the Minister for that purpose during or after any period referred to in paragraph (b) of this Clause 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 paragraph (b) of this Clause;
- (d) (1) If the Proprietors Units Plan No. 201 (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 and the common property under the Units Plan applies in writing to the Commonwealth for an extension of 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 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.
5. Each of the Lessees of Units Nos. 1-37 inclusive acknowledges that the building or buildings erected on the parcel of land defined as Block 1 Section 23 Division of Barton on Deposited Plan Number 123 in the office of the Registrar of Titles at Canberra in the Australian Capital Territory shall not contain more than 37 residential units in total.

DATED the *Twenty second* day of *August* 1980

Applicant

[Signature]
[Signature]

[Signature]

Delegate of the Minister of State
for the Capital Territory

FORM 5

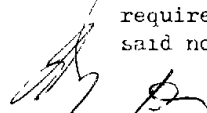
Real Property (Unit Titles) Ordinance 1970

Sheet No. 20 of 21 Sheets

UNITS PLAN NO. 201

Block 1 Section 23 Division of Barton

SCHEDULE OR PROVISIONS COVENANTS AND CONDITIONS SUBJECT TO WHICH 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 nineteenth day of December Two thousand and thirty two.
 3. The rent reserved by and payable under the lease is Five cents per annum if and when demanded.
 4. Proprietors - Units Plan No. 201 (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 paragraph (b) of this clause not to install any services or make any alterations in any of the services or any part of the services situated in or on the land forming the common property without the previous approval in writing 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 and amendments thereunder;
 - (f) if and whenever the Corporation fails to maintain repair or keep in repair any building part of a building landscaping storage areas covered car parking hardstanding car parking vehicle access roads and vehicle access drives or other improvements on the common property or to repair or keep in good working order the services or any parts thereof situated in or on the land forming the common property the 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 service 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.

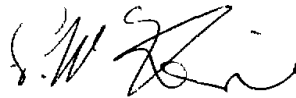
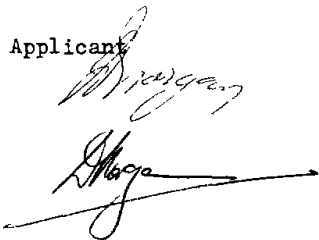
5. It is mutually covenanted and agreed by the Commonwealth of Australia and the Corporation as follows: -

- (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 or the Minister or a person authorised by the Minister for that purpose during or after the period referred to in paragraph (a) of this Clause 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 paragraph (a) of this Clause;
- (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 and the common property under the Units Plan applies in writing to the Commonwealth for an extension of 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 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 paragraph (c) (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 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 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.
- (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 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.
6. Proprietors - Units Plan No. 201 acknowledge that the building or buildings erected on the parcel of land defined as Block 1 Section 23 Division of Barton on Deposited Plan Number 123 in the office of the Registrar of Titles at Canberra in the Australian Capital Territory shall not contain more than 37 residential units in total.

DATED the *Twenty second* day of *August* 19 *80*.

Applicant



Delegate of the Minister of State
for the Capital Territory

3456/3_

the

been

hereby

Produced

entered 12th September 1986 at ten

fore



Access
Canberra.

Chief Minister, T



DLA\$2175156

04/09/2018 15:16:41 SPENR

2175156

**SURRENDER OF UNIT AND
COMMON PROPERTY LEASES**
(Grant of Further Lease)

Form 030 - DLA

Land Titles Act 1925

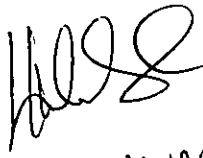
LODGING PARTY DETAILS		
Name	Postal Address	Contact Telephone Number
Morae Johnston	LINK STRATA	
	PO BOX 154 CURTIN ACT 2605	62603722

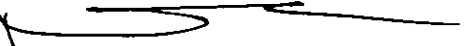
TITLE AND LAND DETAILS				
Common Property Volume & Folio	District/Division	Section	Block	Units Plan Number
794:88	Barton	23	1	201

UNIT AND REGISTERED PROPRIETOR / OWNER DETAILS		
Unit Number	Volume & Folio	Full Name of Registered Proprietor
0	794:88	The Owners - Units Plan No 201
1	794:51	Kayelle Drinkwater
2	794:52	Cathy Helen Rainsford
3	794:53	Joel Kiteley and Henrietta Elizabeth Arup
4	794:54	Robert Bruce Watson
5	794:55	Yolande Joubert
6	794:56	Sally Grace Nicholas
7	794:57	Mark William Hollow and Rosemary Elizabeth Hollow
8	794:58	Peter Clement Joachim Gent and Sally Ann Burnard
9	794:59	David Christopher Pearl
10	794:60	Jean Henderson
11	794:61	Melissa Joy King

12	794:62	Anne Mary Ross Fairbain
13	794:63	Nicholas John Blair Prosser
14	794:64	Matthew Ernest Keith Neuhaus and Angela Margaret Neuhaus
15	794:65	Janette Elizabeth Williams
16	794:66	Nicholas John Blair Prosser and Catherine Maree Prosser
17	794:67	Paul Charles Purcell and Lisa Chu-Ying Purcell
18	794:68	Bronwyn Kathleen Bishop
19	794:69	Alexander Grzegorz Maria Gorecki
20	794:70	Richard Andrew Lovett Adams
21	794:71	Julia Maree Headford
22	794:72	Trevor John Tier
23	794:73	Elizabeth Jean Mullan
24	794:74	Kristiane Walker and Barry Charles Walker
25	794:75	Emma Jane Sekules
26	794:76	Vijawathy McPherson
27	794:77	Rebecca Louise Collins
28	794:78	Robyn Joy Maxwell and John Richard Maxwell
29	794:79	Juliana McDonald
30	794:80	Michael Edward Cassin
31	794:81	Raphael Francis Crowe Constantine Nikolopoulos
32	794:82	Edward Gilmour and Karen Dawn Gilmour
33	794:83	Benjamin Peter Gerald Kemp and Johanna Stratton
34	794:84	Michael Joseph Heath
35	794:85	David Edward James and Maria Petronella James
36	794:86	Denise Elizabeth Sheridan and Georgiana Sheridan
37	794:87	Anouska Maree Charles and Rory John Hunter

SPECIAL RESOLUTION (Resolution must be dated and a certified copy)	CONSENT / PRODUCTION
☐ Supply signed copy of motion	☐ Lodgement / Production of Title for each unit as well as the Common Property

EXECUTION BY OWNERS CORPORATION	
Print full name of Owners The Owners - Units Plan No 201  Common seal of Owners Corporation Dated 15/5/18	Print full name of authorised signatories under Common Seal LIAM HAMBRIDGE  STRATA MANAGER Signature of Authorised Signatories Dated 15/5/18 My husband witness 3/14 Napier CI DEAN ACT 2600

LESSOR'S EXECUTION	
Signed by the person duly authorised by ACT Planning and Land Authority (Please print full name of authorised signatory). SAMUEL ZELLER  Signature of authorised person Dated 15 MAY 2018	Print full name and address of witness Nicky Cootes 16 Challis Street DICKSON ACT 2602  Signature of witness Dated 15 MAY 2018

OFFICE USE ONLY			
Lodged by	P	Certificate of title lodged	PA: 84(1) Prods
Data entered by	F	Certificates attached to title	
Registered by	W	Attachments / Annexures	Stat Dec
Registration date	10 OCT 2018	Production number	



3 September 2018

Registrar General
Land titles
Access Canberra
ACT Government Environment and Planning
GPO Box 158
CANBERRA ACT 2601

To Registrar General

**UP 201 – BARTON COURT– BLOCK 1 SECTION 23 BARTON
FURTHER LEASE APPLICATION**

We act on behalf of the Owners Corporation for the abovementioned complex and have been requested by the Owners Corporation to write to you regarding the further Lease Application and use of the Registrar General call in' powers for Units Plan 201.

We have done everything in our power to obtain copies of the titles for units 1-38 (inclusive) however we have been unsuccessful therefore we would like the Registrar General to use their calling powers.

We wish to thank you in advance for your assistance regarding the further lease application.

Should you have any queries please don't hesitate to contact the undersigned.


Kind regards

Maree Johnston

Maree Johnston
Financial Manager



Unit Titles (Management) Act 2011

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions

A1 The Owners Units Plan No: 201

A2 Annual General / General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on:- 30th August 2018

Tick applicable box, or both boxes if applicable:

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

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

A3 Reduced Quorum Decisions

{If there is insufficient space here, tick ☒ and attach details to the notice}

Date of decision

Full text of reduced quorum decision

30 August 2018

See Attached Minutes

A4 Owners Corporation Declaration

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

_____ 31 August 2018 _____ *[date of affixing seal]*

_____ *Liam Hambridge* _____ *Signature*

_____ *Manager for Units Plan 201* _____ *Designation*



_____ *Common Seal*

ANNUAL GENERAL MEETING MINUTES 2018
UNITS PLAN NO. 201 – Barton Court

- HELD:** Thursday, 30th August, 2018 at 6 p.m
Eastlake Football Club
3 Oxley St
Griffith ACT 2603
- PRESENT:** Mr J Kiteley (Unit 3), Mrs R Hollow (Unit 7), Mr P Gent & Ms S Burnard (Unit 8), Mr M Body on behalf of Mrs A Fairburn (Unit 12), Ms M Gorecki (Unit 19), Mrs J Allen (Unit 21), Ms E Mullan (Unit 23), Mrs V McPherson (Unit 26), Ms R Collins (Unit 27), Ms J McDonald (Unit 29), Mr E & Ms K D Gilmour (Unit 32)
- IN ATTENDANCE:** Mr Liam Hambridge representing Link Strata Management.
- PROXIES:** Ms C Rainsford (Unit 2) Proxy to Chair
Ms J Henderson (Unit 10) Proxy to Chair
Ms M King (Unit 11) Proxy to Chair
- CHAIR:** Mr Ed Gilmour of Unit 32 was elected Chairperson.
- QUORUM:** A quorum was not present however, the meeting proceeded on a Reduced Quorum basis per Section 3.9 of the *Unit Titles (Management) Act 2011*.

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

1. Previous Minutes

It was resolved that the Minutes of the previous General Meeting dated 24 August 2017 be adopted as presented. **CARRIED**

2. Financial Statements

It was resolved that the financial statements for the period 1/7/17 to 30/6/18 be accepted as presented. **CARRIED**

- 3. Proposed Administrative Fund Budget (All Units) –** It was resolved by *ordinary resolution* that the proposed Administrative Fund expenditure budget of \$80,950.00 excluding GST and levy contributions of \$75,000.00 excluding GST be adopted, and that levy contributions be determined in accordance with the adopted budget, and that they be payable in four equal instalments being 15 October 2018, 1 December 2018, 1 March 2019 and 1 June 2019. **CARRIED**

- 4. Proposed Common Sinking Fund Budget (All Units)** It was resolved by *ordinary resolution* that the proposed Sinking Fund expenditure budget of \$0.00 excluding GST and levy contributions of \$1,000.00 excluding GST be adopted and the levy contributions be determined in accordance with the adopted budget, and that they be payable in four equal instalments being 15 October 2018, 1 December 2018, 1 March 2019 and 1 June 2019. **CARRIED**

Secretarial Note: It was noted that the Executive Committee will consider tree maintenance including tree trimming away from gutters and roofs and possibility of planting new trees in the courtyard.

5. **Proposed Sinking Fund Budget for Units 1-8** – To resolve by *unopposed resolution* that the proposed Sinking Fund Expenditure budget of \$2,000.00 excluding GST and levy contributions of \$5,000.00 excluding GST be adopted and that levies be determined in accordance with the adopted budget, and that they be payable in four equal instalments being 15 October 2018, 1 December 2018, 1 March 2019 and 1 June 2019. **CARRIED**
6. **Proposed Sinking Fund Budget for Units 9-16** – To resolve by *unopposed resolution* that the proposed Sinking Fund Expenditure budget of \$2,000.00 excluding GST and levy contributions of \$10,000.00 excluding GST be adopted and that levies be determined in accordance with the adopted budget, and that they be payable in four equal instalments being 15 October 2018, 1 December 2018, 1 March 2019 and 1 June 2019. **CARRIED**
7. **Proposed Sinking Fund Budget for Units 17-37** – To resolve by *unopposed resolution* that the proposed Sinking Fund Expenditure budget of \$7,000.00 excluding GST and levy contributions of \$1,000.00 excluding GST be adopted and that levies be determined in accordance with the adopted budget, and that they be payable in four equal instalments being 15 October 2018, 1 December 2018, 1 March 2019 and 1 June 2019. **CARRIED**
8. **Proposed Heating Fund Budget for Units 1-16** – To resolve by *unopposed resolution* that the proposed Sinking Fund Expenditure budget of \$32,000.00 excluding GST and levy contributions of \$10,000.00 excluding GST be adopted and that levies be determined in accordance with the adopted budget, and that they be payable in four equal instalments being 15 October 2018, 1 December 2018, 1 March 2019 and 1 June 2019.

CARRIED

Period of Levy	Levy Due Date
1 September 2018 to 30 November 2018	15 October 2018
1 December 2018 to 28 February 2019	1 December 2018
1 March 2019 to 31 May 2019	1 March 2019
1 June 2019 to 31 August 2019	1 June 2019

9. Election of Executive Committee

It was resolved by *ordinary resolution* that the following seven (7) Owners were elected to form the Executive Committee:

- Mr R Watson (Unit 4)
- Mr M Body (Unit 12)
- Ms R Collins (Unit 27)
- Mr E Gilmour (Unit 32)
- Mr P Gent (Unit 8)
- Mrs V McPherson (Unit 26)
- Ms J McDonald (Unit 29)

CARRIED

10. Proposed Strata Management Agreement

The Owners Corporation resolved by ordinary resolution to enter into an agreement with Link Corporate Services trading as Link Strata Management to be re-appointed for a further two (2) years and the fees be in accordance with the Strata Management Agreement.

CARRIED

General Business

Crown Lease – The Owners Corporation confirmed unopposed approval to engage the Registrar General to use its calling powers to obtain the title deeds for each unit for the lease renewal to be completed and all associated costs. A copy of the letter to the Registrar General attached to these minutes.

Air BnB – A query was raised regarding Air BnB. It was confirmed that as per the rule passed at the 2016-17 AGM *and registered thereafter, that short stay accommodation is prohibited at Barton Court*. Strata Manager to check listings online to ensure that there are no Barton Court residences listed.

Fire Safety – Fire safety was raised due to an incident that occurred during the year highlighting the importance of smoke alarms being present within units. The Executive Committee have taken steps to ensure the complex is safe by installing smoke alarms in stairwells and updating the fire servicing agreement for Barton Court. It was also noted that the ACT Tenancy Act requires that all tenanted properties are fitted with smoke alarms.

Meeting Closed 6:45pm

Registrar General
Land titles
Access Canberra
ACT Government Environment and Planning
GPO Box 158
CANBERRA ACT 2601

To Registrar General

**UP 201 – BARTON COURT– BLOCK 1 SECTION 23 BARTON
FURTHER LEASE APPLICATION**

We act on behalf of the Owners Corporation for the abovementioned complex and have been requested by the Owners Corporation to write to you regarding the further Lease Application and use of the Registrar General call in' powers for Units Plan 201.

We have done everything in our power to obtain copies of the titles for units 1-38 (inclusive) however we have been unsuccessful therefore we would like the Registrar General to use their calling powers.

We wish to thank you in advance for your assistance regarding the further lease application.

Should you have any queries please don't hesitate to contact the undersigned.

Kind regards

Maree Johnston

Maree Johnston
Financial Manager

Commonwealth of Australia
STATUTORY DECLARATION
Statutory Declarations Act 1959

1 Insert the name,
address and
occupation of person
making the declaration

I/We, **MAREE JOHNSTON, Financial Accountant**
3/14 Napier Close DEAKIN ACT 2600

make the following declaration under the *Statutory Declarations Act 1959*:

2 Set out matter
declared to in
numbered paragraphs

2

I hereby apply to dispense with production of Certificate of Title 794:88. The said Certificate of Title 794:88 has not been deposited as security for any loan. I am unable to produce the duplicate Certificate of Title 794:88 for the following reasons. I have conducted all searches for said title and I am unable to produce the title. The title is required for a further lease grant for the unit plan

I/We understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959*, and I believe that the statements in this declaration are true in every particular.

3 Signature of person
making the declaration

3 **Maree Johnston**

4 Place
5 Day
6 Month and year

Declared at: **DICKSON** on **19/09/18**
[place] [date]

in the presence of **Sean Quinn**, authorised witness, who states:

I, **Deputy Registrar General**, a
[name of authorised witness] [qualification of authorised witness]

certify the following matters concerning the making of this statutory declaration by the person who made it:
[* please cross out any text that does not apply]

7 Signature of
person before
whom the
declaration is
made (see over)

1. ~~"I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering, and~~

2. ~~"I have known the person for at least 12 months OR I have confirmed the person's identity using an identification document and the document I relied on was~~
[describe identification document relied on]

8 Full name,
qualification and
address of person
before whom the
declaration is
made (in printed
letters)

Access Canberra
16 Challis Street
Dickson ACT 2602
19.9.18
[signature of authorised witness] [date] [address of authorised witness]

Note 1 A person who intentionally makes a false statement in a statutory declaration is guilty of an offence, the punishment for which is imprisonment for a term of 4 years — see section 11 of the *Statutory Declarations Act 1959*.

Note 2 Chapter 2 of the *Criminal Code* applies to all offences against the *Statutory Declarations Act 1959* — see section 5A of the *Statutory Declarations Act 1959*.

A statutory declaration under the *Statutory Declarations Act 1959* may be made before—

(1) a person who is currently licensed or registered under a law to practise in one of the following occupations:

Chiropractor	Dentist	Legal practitioner
Medical practitioner	Nurse	Optometrist
Patent attorney	Pharmacist	Physiotherapist
Psychologist	Trademarks attorney	Veterinary surgeon

(2) a person who is enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia, as a legal practitioner (however described); or

(3) a person who is in the following list:

Agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public
Australian Consular Officer or Australian Diplomatic Officer (within the meaning of the *Consular Fees Act 1955*)

Bailiff

Bank officer with 5 or more continuous years of service

Building society officer with 5 or more years of continuous service

Chief executive officer of a Commonwealth court

Clerk of a court

Commissioner for Affidavits

Commissioner for Declarations

Credit union officer with 5 or more years of continuous service

Employee of the Australian Trade Commission who is:

(a) in a country or place outside Australia; and

(b) authorised under paragraph 3 (d) of the *Consular Fees Act 1955*; and

(c) exercising his or her function in that place

Employee of the Commonwealth who is:

(a) in a country or place outside Australia; and

(b) authorised under paragraph 3 (c) of the *Consular Fees Act 1955*; and

(c) exercising his or her function in that place

Fellow of the National Tax Accountants' Association

Finance company officer with 5 or more years of continuous service

Holder of a statutory office not specified in another item in this list

Judge of a court

Justice of the Peace

Magistrate

Marriage celebrant registered under Subdivision C of Division 1 of Part IV of the *Marriage Act 1961*

Master of a court

Member of Chartered Secretaries Australia

Member of Engineers Australia, other than at the grade of student

Member of the Association of Taxation and Management Accountants

Member of the Australasian Institute of Mining and Metallurgy

Member of the Australian Defence Force who is:

(a) an officer; or

(b) a non-commissioned officer within the meaning of the *Defence Force Discipline Act 1982* with 5 or more years of continuous service; or

(c) a warrant officer within the meaning of that Act

Member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the National Institute of Accountants

Member of:

(a) the Parliament of the Commonwealth; or

(b) the Parliament of a State; or

(c) a Territory legislature; or

(d) a local government authority of a State or Territory

Minister of religion registered under Subdivision A of Division 1 of Part IV of the *Marriage Act 1961*

Notary public

Permanent employee of the Australian Postal Corporation with 5 or more years of continuous service who is employed in an office supplying postal services to the public

Permanent employee of:

(a) the Commonwealth or a Commonwealth authority; or

(b) a State or Territory or a State or Territory authority; or

(c) a local government authority;

with 5 or more years of continuous service who is not specified in another item in this list

Person before whom a statutory declaration may be made under the law of the State or Territory in which the declaration is made

Police officer

Registrar, or Deputy Registrar, of a court

Senior Executive Service employee of:

(a) the Commonwealth or a Commonwealth authority; or

(b) a State or Territory or a State or Territory authority

Sheriff

Sheriff's officer

Teacher employed on a full-time basis at a school or tertiary education institution



ACT
Government

Chief Minister, Treasury and
Economic Development

Mr & Mrs E Gilmour
PO Box 3930
Manuka ACT 2603

REGISTERED POST - SENDER TO KEEP
51010742565013

NOTICE TO PRODUCE CERTIFICATE OF TITLE
Section 14(1)(A) Land Titles Act 1925

I am writing to you as the proprietor in respect of the Certificate of Title relating to the property described below.

Application has been made to this office to register a Grant of Further Lease.

In order to register the Grant of Further Lease, I require the Certificate of Title for the property described below to be produced to the Land Titles office 16 Challis Street Dickson ACT 2602 in person we do not accept lodgements by mail. If you are unable to attend the office you may wish to employ an Agent or Broker to produce on your behalf.

Section 14(1)(a) of the *Land Titles Act 1925* provides that, upon lodgement of a document for registration, I may require the registered proprietor, or person having custody of the title of the affected land to produce the title to this office. Any person refusing to produce the title, or refusing to provide an explanation for failing to produce the title may be guilty of an offence under the Act.

Therefore, you are requested to produce the titles referred to within 14 days of the date of this letter. The prescribed fee will be waived in this case and a copy of this letter should accompany the Production form (as evidence for the counter staff).

If the title is not produced within the required period, the documents will be registered after the 14 day period has expired. The title you hold will no longer be current and cannot be produced as the authority to deal with the land in any future transactions on the land.

The new title will be retained by this office on Production for the purpose of "Safe Custody". To collect the title you will need to provide a Rates Notice and Primary Identification documents along with photographic identification for entitlement authentication before the title will be released to you.

LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Barton	23	1	32	794:82	

REGISTERED PROPRIETOR

Edward Gilmour
Karen Dawn Gilmour

Leanne Taunton
Deputy Registrar-General
5 September 2018

Registered Post



Delivery Confirmation – Advice Receipt

Regi  51010742565013	Sender's Reference DARFL Bata
---	----------------------------------

Receipt is acknowledged of the Registered Post item, the number of which appears above.



Signature of
Addressee* or Agent

*Registered Post articles sent **Person to Person** must be signed
by the **addressee only**.

Signature of Delivery Officer	Date delivered 10 / 9 / 18
-------------------------------	-------------------------------

Office
Post Mark



ACT
Government

Chief Minister, Treasury and
Economic Development

REGISTERED POST - SENDER TO KEEP
51010742400017

Ms K Drinkwater
1/11 Bourke Street
Barton ACT 2600

NOTICE TO PRODUCE CERTIFICATE OF TITLE
Section 14(1)(A) Land Titles Act 1925

I am writing to you as the proprietor in respect of the Certificate of Title relating to the property described below.

Application has been made to this office to register a Grant of Further Lease.

In order to register the Grant of Further Lease, I require the Certificate of Title for the property described below to be produced to the Land Titles office 16 Challis Street Dickson ACT 2602 in person we do not accept lodgements by mail. If you are unable to attend the office you may wish to employ an Agent or Broker to produce on your behalf.

Section 14(1)(a) of the *Land Titles Act 1925* provides that, upon lodgement of a document for registration, I may require the registered proprietor, or person having custody of the title of the affected land to produce the title to this office. Any person refusing to produce the title, or refusing to provide an explanation for failing to produce the title may be guilty of an offence under the Act.

Therefore, you are requested to produce the titles referred to within 14 days of the date of this letter. The prescribed fee will be waived in this case and a copy of this letter should accompany the Production form (as evidence for the counter staff).

If the title is not produced within the required period, the documents will be registered after the 14 day period has expired. The title you hold will no longer be current and cannot be produced as the authority to deal with the land in any future transactions on the land.

The new title will be retained by this office on Production for the purpose of "Safe Custody". To collect the title you will need to provide a Rates Notice and Primary Identification documents along with photographic identification for entitlement authentication before the title will be released to you.

LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Barton	23	1	1	794:51	

REGISTERED PROPRIETOR

Kayelle Drinkwater

Leanne Taunton
Deputy Registrar-General
5 September 2018

Chief Minister, Treasury and Economic Development
GPO Box 158 Canberra ACT 2601 | phone: 132281 | www.act.gov.au

Registered Post



Delivery Confirmation – Advice Receipt

Reg  51010742400017	Sender's Reference DLA + FL Barton
--	---------------------------------------

Receipt is acknowledged on the Registered Post item, the number of which appears above.

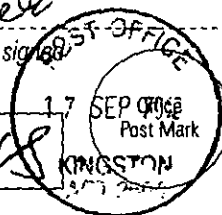


Signature of Addressee* or Agent *David Drinkwater*

*Registered Post articles sent **Person to Person** must be signed by the **addressee only**.

Signature of Delivery Officer *[Signature]*

Date delivered *17/09/18*





ACT
Government

Chief Minister, Treasury and
Economic Development

The Manager

National Australia Bank Limited

REGISTERED POST - SENDER TO KEEP
51010742570017

NOTICE TO PRODUCE CERTIFICATE OF TITLE

Section 14(1)(A) Land Titles Act 1925

I am writing to you as mortgagee in respect of the Certificate of Title relating to the property described below.

Application has been made to this office to register a Grant of Further Lease.

In order to register the Grant of Further Lease, I require the Certificate of Title for the property described below to be produced to the Land Titles office 16 Challis Street Dickson ACT 2602 in person we do not accept lodgements by mail. If you are unable to attend the office you may wish to employ an Agent or Broker to produce on your behalf.

Section 14(1)(a) of the *Land Titles Act 1925* provides that, upon lodgement of a document for registration, I may require the registered proprietor, or person having custody of the title of the affected land to produce the title to this office. Any person refusing to produce the title, or refusing to provide an explanation for failing to produce the title may be guilty of an offence under the Act.

Therefore, you are requested to produce the titles referred to within 14 days of the date of this letter. The prescribed fee will be waived in this case and a copy of this letter should accompany the Production form (as evidence for the counter staff).

If the title is not produced within the required period, the documents will be registered after the 14 day period has expired. The title you hold will no longer be current and cannot be produced as the authority to deal with the land in any future transactions on the land.

The new title will be retained by this office on Production for the purpose of "Safe Custody". To collect the title you will need to provide a Rates Notice and Primary Identification documents along with photographic identification for entitlement authentication before the title will be released to you.

LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Barton	23	1	35	794:85	

MORTGAGE NUMBER

708007

REGISTERED PROPRIETOR

David Edward James
Maria Petronelle James

Leanne Taunton

Deputy Registrar-General

5th September 2018

Chief Minister, Treasury and Economic Development

GPO Box 158 Canberra ACT 2601 | phone: 132281 | www.act.gov.au

Registered Post



Delivery Confirmation – Advice Receipt



Sender's Reference

DLA - FL Baker

Receipt is acknowledged of the Registered Post item, the number of which appears above.



Signature of Addressee* or Agent

[Handwritten signature]

*Registered Post articles sent **Person to Person** must be signed by the **addressee only**.

Signature of Delivery Officer

[Handwritten signature]

Date delivered

19 109 18



8835077 Nov 2005



ACT
Government

Chief Minister, Treasury and
Economic Development

The Manager

National Australia Bank Limited

NOTICE TO PRODUCE CERTIFICATE OF TITLE
Section 14(1)(A) Land Titles Act 1925

I am writing to you as mortgagee in respect of the Certificate of Title relating to the property described below.

Application has been made to this office to register a Grant of Further Lease.

In order to register the Grant of Further Lease, I require the Certificate of Title for the property described below to be produced to the Land Titles office 16 Challis Street Dickson ACT 2602 in person we do not accept lodgements by mail. If you are unable to attend the office you may wish to employ an Agent or Broker to produce on your behalf.

Section 14(1)(a) of the *Land Titles Act 1925* provides that, upon lodgement of a document for registration, I may require the registered proprietor, or person having custody of the title of the affected land to produce the title to this office. Any person refusing to produce the title, or refusing to provide an explanation for failing to produce the title may be guilty of an offence under the Act.

Therefore, you are requested to produce the titles referred to within 14 days of the date of this letter. The prescribed fee will be waived in this case and a copy of this letter should accompany the Production form (as evidence for the counter staff).

If the title is not produced within the required period, the documents will be registered after the 14 day period has expired. The title you hold will no longer be current and cannot be produced as the authority to deal with the land in any future transactions on the land.

The new title will be retained by this office on Production for the purpose of "Safe Custody". To collect the title you will need to provide a Rates Notice and Primary Identification documents along with photographic identification for entitlement authentication before the title will be released to you.

LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Barton	23	1	25	794:75	

MORTGAGE NUMBER

1823430

REGISTERED PROPRIETOR

Emma Jane Sekules

Leanne Taunton

Deputy Registrar-General

5th September 2018



ACT
Government

Chief Minister, Treasury and
Economic Development

The Manager
National Australia bank Limited
PO Box 3247
Rhodes NSW 2135

NOTICE TO PRODUCE CERTIFICATE OF TITLE
Section 14(1)(A) Land Titles Act 1925

I am writing to you as mortgagee in respect of the Certificate of Title relating to the property described below.

Application has been made to this office to register a Grant of Further Lease.

In order to register the Grant of Further Lease, I require the Certificate of Title for the property described below to be produced to the Land Titles office 16 Challis Street Dickson ACT 2602 in person we do not accept lodgements by mail. If you are unable to attend the office you may wish to employ an Agent or Broker to produce on your behalf.

Section 14(1)(a) of the *Land Titles Act 1925* provides that, upon lodgement of a document for registration, I may require the registered proprietor, or person having custody of the title of the affected land to produce the title to this office. Any person refusing to produce the title, or refusing to provide an explanation for failing to produce the title may be guilty of an offence under the Act.

Therefore, you are requested to produce the titles referred to within 14 days of the date of this letter. The prescribed fee will be waived in this case and a copy of this letter should accompany the Production form (as evidence for the counter staff).

If the title is not produced within the required period, the documents will be registered after the 14 day period has expired. The title you hold will no longer be current and cannot be produced as the authority to deal with the land in any future transactions on the land.

The new title will be retained by this office on Production for the purpose of "Safe Custody". To collect the title you will need to provide a Rates Notice and Primary Identification documents along with photographic identification for entitlement authentication before the title will be released to you.

LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Barton	23	1	15	794:65	

MORTGAGE NUMBER

1177858

REGISTERED PROPRIETOR

Janette Elizabeth Williams

Leanne Taunton
Deputy Registrar-General
5th September 2018



ACT
Government

Chief Minister, Treasury and
Economic Development

Mr A G M Gorecki
19/14 Darling Street
Barton ACT 2600

REGISTERED POST - SENDER TO KEEP
51010742558015

NOTICE TO PRODUCE CERTIFICATE OF TITLE
Section 14(1)(A) Land Titles Act 1925

I am writing to you as the proprietor in respect of the Certificate of Title relating to the property described below.

Application has been made to this office to register a Grant of Further Lease.

In order to register the Grant of Further Lease, I require the Certificate of Title for the property described below to be produced to the Land Titles office 16 Challis Street Dickson ACT 2602 in person we do not accept lodgements by mail. If you are unable to attend the office you may wish to employ an Agent or Broker to produce on your behalf.

Section 14(1)(a) of the *Land Titles Act 1925* provides that, upon lodgement of a document for registration, I may require the registered proprietor, or person having custody of the title of the affected land to produce the title to this office. Any person refusing to produce the title, or refusing to provide an explanation for failing to produce the title may be guilty of an offence under the Act.

Therefore, you are requested to produce the titles referred to within 14 days of the date of this letter. The prescribed fee will be waived in this case and a copy of this letter should accompany the Production form (as evidence for the counter staff).

If the title is not produced within the required period, the documents will be registered after the 14 day period has expired. The title you hold will no longer be current and cannot be produced as the authority to deal with the land in any future transactions on the land.

The new title will be retained by this office on Production for the purpose of "Safe Custody". To collect the title you will need to provide a Rates Notice and Primary Identification documents along with photographic identification for entitlement authentication before the title will be released to you.

LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Barton	23	1	19	794:69	

REGISTERED PROPRIETOR

Alexander Grzegorz Maria Gorecki

Leanne Taunton
Deputy Registrar-General
5 September 2018

Registered Post



Delivery Confirmation – Advice Receipt

Registered Post  51010742558015	Sender's Reference DLA of Butler
--	-------------------------------------

Receipt is acknowledged of the Registered Post item, the number of which appears above.



Signature of
Addressee* or Agent



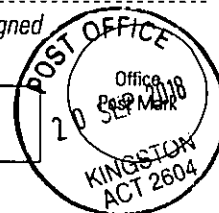
*Registered Post articles sent **Person to Person** must be signed
by the **addressee only**.

Signature of Delivery Officer



Date delivered

20 / 9 / 18



8835077 Nov 2005



ACT
Government

Chief Minister, Treasury and
Economic Development

The Manager

Australia and New Zealand Banking Group

REGISTERED POST - SENDER TO KEEP
51010742572011

NOTICE TO PRODUCE CERTIFICATE OF TITLE

Section 14(1)(A) Land Titles Act 1925

I am writing to you as mortgagee in respect of the Certificate of Title relating to the property described below.

Application has been made to this office to register a Grant of Further Lease.

In order to register the Grant of Further Lease, I require the Certificate of Title for the property described below to be produced to the Land Titles office 16 Challis Street Dickson ACT 2602 in person we do not accept lodgements by mail. If you are unable to attend the office you may wish to employ an Agent or Broker to produce on your behalf.

Section 14(1)(a) of the *Land Titles Act 1925* provides that, upon lodgement of a document for registration, I may require the registered proprietor, or person having custody of the title of the affected land to produce the title to this office. Any person refusing to produce the title, or refusing to provide an explanation for failing to produce the title may be guilty of an offence under the Act.

Therefore, you are requested to produce the titles referred to within 14 days of the date of this letter. The prescribed fee will be waived in this case and a copy of this letter should accompany the Production form (as evidence for the counter staff).

If the title is not produced within the required period, the documents will be registered after the 14 day period has expired. The title you hold will no longer be current and cannot be produced as the authority to deal with the land in any future transactions on the land.

The new title will be retained by this office on Production for the purpose of "Safe Custody". To collect the title you will need to provide a Rates Notice and Primary Identification documents along with photographic identification for entitlement authentication before the title will be released to you.

LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Barton	23	1	23	794:73	

MORTGAGE NUMBER

1994874

REGISTERED PROPRIETOR

Elizabeth Jean Mullan

Leanne Taunton

Deputy Registrar-General

5th September 2018

Chief Minister, Treasury and Economic Development

GPO Box 158 Canberra ACT 2601 | phone: 132281 | www.act.gov.au

Registered Post



Delivery Confirmation – Advice Receipt

Reg  51010742572011	Sender's Reference DLA-FL Barker
--	-------------------------------------

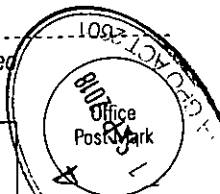
Receipt is acknowledged of the Registered Post item, the number of which appears above.



Signature of Addressee* or Agent

*Registered Post articles sent **Person to Person** must be signed by the **addressee only**.

Signature of Delivery Officer NO 1001	Date delivered 21/09/18
--	----------------------------



**NOTICE TO PRODUCE CERTIFICATE OF TITLE**
Section 14(1)(A) Land Titles Act 1925

I am writing to you as mortgagee in respect of the Certificate of Title relating to the property described below.

Application has been made to this office to register a Grant of Further Lease.

In order to register the Grant of Further Lease, I require the Certificate of Title for the property described below to be produced to the Land Titles office 16 Challis Street Dickson ACT 2602 in person we do not accept lodgements by mail. If you are unable to attend the office you may wish to employ an Agent or Broker to produce on your behalf.

Section 14(1)(a) of the *Land Titles Act 1925* provides that, upon lodgement of a document for registration, I may require the registered proprietor, or person having custody of the title of the affected land to produce the title to this office. Any person refusing to produce the title, or refusing to provide an explanation for failing to produce the title may be guilty of an offence under the Act.

Therefore, you are requested to produce the titles referred to within 14 days of the date of this letter. The prescribed fee will be waived in this case and a copy of this letter should accompany the Production form (as evidence for the counter staff).

If the title is not produced within the required period, the documents will be registered after the 14 day period has expired. The title you hold will no longer be current and cannot be produced as the authority to deal with the land in any future transactions on the land.

The new title will be retained by this office on Production for the purpose of "Safe Custody". To collect the title you will need to provide a Rates Notice and Primary Identification documents along with photographic identification for entitlement authentication before the title will be released to you.

LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Barton	23	1	18	794;68	

MORTGAGE NUMBER

1102053 & 1297176

REGISTERED PROPRIETOR

Bronwyn Kathleen Bishop

Leanne Taunton

Deputy Registrar-General

5th September 2018



ACT
Government

Chief Minister, Treasury and
Economic Development

The Manager

Australia and New Zealand Banking Group Limited

NOTICE TO PRODUCE CERTIFICATE OF TITLE

Section 14(1)(A) Land Titles Act 1925

I am writing to you as mortgagee in respect of the Certificate of Title relating to the property described below.

Application has been made to this office to register a Grant of Further Lease.

In order to register the Grant of Further Lease, I require the Certificate of Title for the property described below to be produced to the Land Titles office 16 Challis Street Dickson ACT 2602 in person we do not accept lodgements by mail. If you are unable to attend the office you may wish to employ an Agent or Broker to produce on your behalf.

Section 14(1)(a) of the *Land Titles Act 1925* provides that, upon lodgement of a document for registration, I may require the registered proprietor, or person having custody of the title of the affected land to produce the title to this office. Any person refusing to produce the title, or refusing to provide an explanation for failing to produce the title may be guilty of an offence under the Act.

Therefore, you are requested to produce the titles referred to within 14 days of the date of this letter. The prescribed fee will be waived in this case and a copy of this letter should accompany the Production form (as evidence for the counter staff).

If the title is not produced within the required period, the documents will be registered after the 14 day period has expired. The title you hold will no longer be current and cannot be produced as the authority to deal with the land in any future transactions on the land.

The new title will be retained by this office on Production for the purpose of "Safe Custody". To collect the title you will need to provide a Rates Notice and Primary Identification documents along with photographic identification for entitlement authentication before the title will be released to you.

LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Barton	23	1	15	794:67	

MORTGAGE NUMBER

1704666

REGISTERED PROPRIETOR

Paul Charles Purcell
Lisa Chu-Ying Purcell

Leanne Taunton

Deputy Registrar-General

5th September 2018

Chief Minister, Treasury and Economic Development

GPO Box 158 Canberra ACT 2601 | phone: 132281 | www.act.gov.au



The Manager

Australia and New Zealand banking Group Limited

PO Box 387

Canberra ACT 2601

NOTICE TO PRODUCE CERTIFICATE OF TITLE***Section 14(1)(A) Land Titles Act 1925***

I am writing to you as mortgagee in respect of the Certificate of Title relating to the property described below.

Application has been made to this office to register a Grant of Further Lease.

In order to register the Grant of Further Lease, I require the Certificate of Title for the property described below to be produced to the Land Titles office 16 Challis Street Dickson ACT 2602 in person we do not accept lodgements by mail. If you are unable to attend the office you may wish to employ an Agent or Broker to produce on your behalf.

Section 14(1)(a) of the *Land Titles Act 1925* provides that, upon lodgement of a document for registration, I may require the registered proprietor, or person having custody of the title of the affected land to produce the title to this office. Any person refusing to produce the title, or refusing to provide an explanation for failing to produce the title may be guilty of an offence under the Act.

Therefore, you are requested to produce the titles referred to within 14 days of the date of this letter. The prescribed fee will be waived in this case and a copy of this letter should accompany the Production form (as evidence for the counter staff).

If the title is not produced within the required period, the documents will be registered after the 14 day period has expired. The title you hold will no longer be current and cannot be produced as the authority to deal with the land in any future transactions on the land.

The new title will be retained by this office on Production for the purpose of "Safe Custody". To collect the title you will need to provide a Rates Notice and Primary Identification documents along with photographic identification for entitlement authentication before the title will be released to you.

LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Barton	23	1	4	794:54	

MORTGAGE NUMBER

1304693

REGISTERED PROPRIETOR

Robert Bruce Watson

Leanne Taunton

Deputy Registrar-General

5th September 2018



ACT
Government

Chief Minister, Treasury and
Economic Development

The Manager
Members Equity Bank Limited
Level 28 360 Elizabeth Street
Melbourne VIC 3000

REGISTERED POST - SENDER TO KEEP
51010742554017

NOTICE TO PRODUCE CERTIFICATE OF TITLE
Section 14(1)(A) Land Titles Act 1925

I am writing to you as mortgagee in respect of the Certificate of Title relating to the property described below.

Application has been made to this office to register a Grant of Further Lease.

In order to register the Grant of Further Lease, I require the Certificate of Title for the property described below to be produced to the Land Titles office 16 Challis Street Dickson ACT 2602 in person we do not accept lodgements by mail. If you are unable to attend the office you may wish to employ an Agent or Broker to produce on your behalf.

Section 14(1)(a) of the *Land Titles Act 1925* provides that, upon lodgement of a document for registration, I may require the registered proprietor, or person having custody of the title of the affected land to produce the title to this office. Any person refusing to produce the title, or refusing to provide an explanation for failing to produce the title may be guilty of an offence under the Act.

Therefore, you are requested to produce the titles referred to within 14 days of the date of this letter. The prescribed fee will be waived in this case and a copy of this letter should accompany the Production form (as evidence for the counter staff).

If the title is not produced within the required period, the documents will be registered after the 14 day period has expired. The title you hold will no longer be current and cannot be produced as the authority to deal with the land in any future transactions on the land.

The new title will be retained by this office on Production for the purpose of "Safe Custody". To collect the title you will need to provide a Rates Notice and Primary Identification documents along with photographic identification for entitlement authentication before the title will be released to you.

LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Barton	23	1	3	794:53	

MORTGAGE NUMBER

2122678

REGISTERED PROPRIETOR

Joel Kiteley
Henrietta Elizabeth Arup

Leanne Taunton
Deputy Registrar-General
5th September 2018

Chief Minister, Treasury and Economic Development
GPO Box 158 Canberra ACT 2601 | phone: 132281 | www.act.gov.au

Registered Post



Delivery Confirmation – Advice Receipt

Registered 51010742554017	Sender's Reference DLA - Barten
------------------------------	------------------------------------

Receipt is acknowledged of the Registered Post item, the number of which appears above.



Signature of Addressee* or Agent

[Handwritten Signature]

* Registered Post articles sent **Person to Person** must be signed by the **addressee only**.

Signature of Delivery Officer
[Handwritten Signature]

Date delivered
12 SEP 2018



Office Post Mark



The Manager

AFSH Nominees Pty Limited

Level 10, 101 Collins Street

Melbourne VIC 3000

NOTICE TO PRODUCE CERTIFICATE OF TITLE***Section 14(1)(A) Land Titles Act 1925***

I am writing to you as mortgagee in respect of the Certificate of Title relating to the property described below.

Application has been made to this office to register a Grant of Further Lease.

In order to register the Grant of Further Lease, I require the Certificate of Title for the property described below to be produced to the Land Titles office 16 Challis Street Dickson ACT 2602 in person we do not accept lodgements by mail. If you are unable to attend the office you may wish to employ an Agent or Broker to produce on your behalf.

Section 14(1)(a) of the *Land Titles Act 1925* provides that, upon lodgement of a document for registration, I may require the registered proprietor, or person having custody of the title of the affected land to produce the title to this office. Any person refusing to produce the title, or refusing to provide an explanation for failing to produce the title may be guilty of an offence under the Act.

Therefore, you are requested to produce the titles referred to within 14 days of the date of this letter. The prescribed fee will be waived in this case and a copy of this letter should accompany the Production form (as evidence for the counter staff).

If the title is not produced within the required period, the documents will be registered after the 14 day period has expired. The title you hold will no longer be current and cannot be produced as the authority to deal with the land in any future transactions on the land.

The new title will be retained by this office on Production for the purpose of "Safe Custody". To collect the title you will need to provide a Rates Notice and Primary Identification documents along with photographic identification for entitlement authentication before the title will be released to you.

LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Barton	23	1	20	794:70	

MORTGAGE NUMBER

2042640

REGISTERED PROPRIETOR

Richard Andrew Lovett Adams

Leanne Taunton

Deputy Registrar-General

5th September 2018

Registered Post



Delivery Confirmation – Advice Receipt

Registered Post



51010742559012

Sender's Reference

DLA & FL Barker

Receipt is acknowledged on the Registered Post item, the number of which appears above.



Signature of Addressee* or Agent

Eleanor

*Registered Post articles sent **Person to Person** must be signed by the **addressee only**.

Signature of Delivery Officer

[Signature]

Date delivered

14 / 9 / 18

Office Post Mark

6835077 Nov 2005



ACT
Government

Chief Minister, Treasury and
Economic Development

The Manager

Westpac Banking Corporation

REGISTERED POST - SENDER TO KEEP
51010742574015

NOTICE TO PRODUCE CERTIFICATE OF TITLE
Section 14(1)(A) Land Titles Act 1925

I am writing to you as mortgagee in respect of the Certificate of Title relating to the property described below.

Application has been made to this office to register a Grant of Further Lease.

In order to register the Grant of Further Lease, I require the Certificate of Title for the property described below to be produced to the Land Titles office 16 Challis Street Dickson ACT 2602 in person we do not accept lodgements by mail. If you are unable to attend the office you may wish to employ an Agent or Broker to produce on your behalf.

Section 14(1)(a) of the *Land Titles Act 1925* provides that, upon lodgement of a document for registration, I may require the registered proprietor, or person having custody of the title of the affected land to produce the title to this office. Any person refusing to produce the title, or refusing to provide an explanation for failing to produce the title may be guilty of an offence under the Act.

Therefore, you are requested to produce the titles referred to within 14 days of the date of this letter. The prescribed fee will be waived in this case and a copy of this letter should accompany the Production form (as evidence for the counter staff).

If the title is not produced within the required period, the documents will be registered after the 14 day period has expired. The title you hold will no longer be current and cannot be produced as the authority to deal with the land in any future transactions on the land.

The new title will be retained by this office on Production for the purpose of "Safe Custody". To collect the title you will need to provide a Rates Notice and Primary Identification documents along with photographic identification for entitlement authentication before the title will be released to you.

LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Barton	23	1	31	794:81	

MORTGAGE NUMBER

2168834

REGISTERED PROPRIETOR

Constantine Nikolakopoulos

Leanne Taunton

Deputy Registrar-General

5th September 2018

Registered Post



Delivery Confirmation – Advice Receipt

Registered 51010742574015	Sender's Reference DIA FL Baton
------------------------------	------------------------------------

Receipt is acknowledged of the Registered Post item, the number of which appears above.

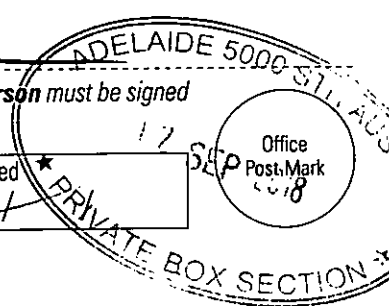


Signature of Addressee* or Agent

*Registered Post articles sent **Person to Person** must be signed by the **addressee only**.

Signature of Delivery Officer

Date delivered



8835077 Nov 2005



ACT
Government

Chief Minister, Treasury and
Economic Development

The Manager

Westpac Banking Corporation

GPO Box 2755

Adelaide SA 5001

NOTICE TO PRODUCE CERTIFICATE OF TITLE

Section 14(1)(A) Land Titles Act 1925

I am writing to you as mortgagee in respect of the Certificate of Title relating to the property described below.

Application has been made to this office to register a Grant of Further Lease.

In order to register the Grant of Further Lease, I require the Certificate of Title for the property described below to be produced to the Land Titles office 16 Challis Street Dickson ACT 2602 in person we do not accept lodgements by mail. If you are unable to attend the office you may wish to employ an Agent or Broker to produce on your behalf.

Section 14(1)(a) of the *Land Titles Act 1925* provides that, upon lodgement of a document for registration, I may require the registered proprietor, or person having custody of the title of the affected land to produce the title to this office. Any person refusing to produce the title, or refusing to provide an explanation for failing to produce the title may be guilty of an offence under the Act.

Therefore, you are requested to produce the titles referred to within 14 days of the date of this letter. The prescribed fee will be waived in this case and a copy of this letter should accompany the Production form (as evidence for the counter staff).

If the title is not produced within the required period, the documents will be registered after the 14 day period has expired. The title you hold will no longer be current and cannot be produced as the authority to deal with the land in any future transactions on the land.

The new title will be retained by this office on Production for the purpose of "Safe Custody". To collect the title you will need to provide a Rates Notice and Primary Identification documents along with photographic identification for entitlement authentication before the title will be released to you.

LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Barton	23	1	8	794;58	

MORTGAGE NUMBER

2057366

REGISTERED PROPRIETOR

Peter Clement Joachim Gent

Sally Ann Burnard

Leanne Taunton

Deputy Registrar-General

5th September 2018

Chief Minister, Treasury and Economic Development

GPO Box 158 Canberra ACT 2601 | phone: 132281 | www.act.gov.au



ACT
Government

Chief Minister, Treasury and
Economic Development

The Manager

Westpac Banking Corporation

NOTICE TO PRODUCE CERTIFICATE OF TITLE

Section 14(1)(A) Land Titles Act 1925

I am writing to you as mortgagee in respect of the Certificate of Title relating to the property described below.

Application has been made to this office to register a Grant of Further Lease.

In order to register the Grant of Further Lease, I require the Certificate of Title for the property described below to be produced to the Land Titles office 16 Challis Street Dickson ACT 2602 in person we do not accept lodgements by mail. If you are unable to attend the office you may wish to employ an Agent or Broker to produce on your behalf.

Section 14(1)(a) of the *Land Titles Act 1925* provides that, upon lodgement of a document for registration, I may require the registered proprietor, or person having custody of the title of the affected land to produce the title to this office. Any person refusing to produce the title, or refusing to provide an explanation for failing to produce the title may be guilty of an offence under the Act.

Therefore, you are requested to produce the titles referred to within 14 days of the date of this letter. The prescribed fee will be waived in this case and a copy of this letter should accompany the Production form (as evidence for the counter staff).

If the title is not produced within the required period, the documents will be registered after the 14 day period has expired. The title you hold will no longer be current and cannot be produced as the authority to deal with the land in any future transactions on the land.

The new title will be retained by this office on Production for the purpose of "Safe Custody". To collect the title you will need to provide a Rates Notice and Primary Identification documents along with photographic identification for entitlement authentication before the title will be released to you.

LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Barton	23	1	5	794:55	

MORTGAGE NUMBER

1209420

REGISTERED PROPRIETOR

Yolande Joubert

Leanne Taunton

Deputy Registrar-General

5th September 2018

Chief Minister, Treasury and Economic Development

GPO Box 158 Canberra ACT 2601 | phone: 132281 | www.act.gov.au



ACT
Government

Chief Minister, Treasury and
Economic Development

The Manager
ING Bank (Australia) Limited
140 Sussex Street
Sydney NSW 2000

REGISTERED POST - SENDER TO KEEP
51010742566010

NOTICE TO PRODUCE CERTIFICATE OF TITLE
Section 14(1)(A) Land Titles Act 1925

I am writing to you as mortgagee in respect of the Certificate of Title relating to the property described below.

Application has been made to this office to register a Grant of Further Lease.

In order to register the Grant of Further Lease, I require the Certificate of Title for the property described below to be produced to the Land Titles office 16 Challis Street Dickson ACT 2602 in person we do not accept lodgements by mail. If you are unable to attend the office you may wish to employ an Agent or Broker to produce on your behalf.

Section 14(1)(a) of the *Land Titles Act 1925* provides that, upon lodgement of a document for registration, I may require the registered proprietor, or person having custody of the title of the affected land to produce the title to this office. Any person refusing to produce the title, or refusing to provide an explanation for failing to produce the title may be guilty of an offence under the Act.

Therefore, you are requested to produce the titles referred to within 14 days of the date of this letter. The prescribed fee will be waived in this case and a copy of this letter should accompany the Production form (as evidence for the counter staff).

If the title is not produced within the required period, the documents will be registered after the 14 day period has expired. The title you hold will no longer be current and cannot be produced as the authority to deal with the land in any future transactions on the land.

The new title will be retained by this office on Production for the purpose of "Safe Custody". To collect the title you will need to provide a Rates Notice and Primary Identification documents along with photographic identification for entitlement authentication before the title will be released to you.

LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Barton	23	1	33	794:83	

MORTGAGE NUMBER

1905360

REGISTERED PROPRIETOR

Benjamin Peter Gerald Kemp
Johanna Stratton

Leanne Taunton
Deputy Registrar-General
5th September 2018

Chief Minister, Treasury and Economic Development
GPO Box 158 Canberra ACT 2601 | phone: 132281 | www.act.gov.au

Registered Post



Delivery Confirmation – Advice Receipt

Reg. 
51010742566010

Sender's Reference
DLA-FL Barker

Receipt is acknowledged of the Registered Post item, the number of which appears above.



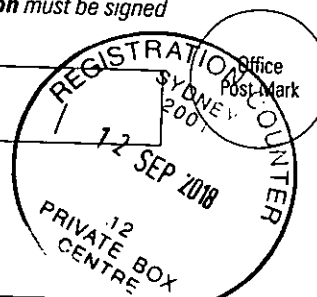
Signature of Addressee* or Agent

Reinhold Staltrak 983

*Registered Post articles sent **Person to Person** must be signed by the **addressee only**.

Signature of Delivery Officer
[Signature]

Date delivered



8835077 Nov 2005



ACT
Government

Chief Minister, Treasury and
Economic Development

The Manager

Commonwealth Bank of Australia Limited

Tower 1 Ground 201 Sussex Street

Sydney NSW 2000

REGISTERED POST - SENDER TO KEEP
51010742561015

NOTICE TO PRODUCE CERTIFICATE OF TITLE

Section 14(1)(A) Land Titles Act 1925

I am writing to you as mortgagee in respect of the Certificate of Title relating to the property described below.

Application has been made to this office to register a Grant of Further Lease.

In order to register the Grant of Further Lease, I require the Certificate of Title for the property described below to be produced to the Land Titles office 16 Challis Street Dickson ACT 2602 in person we do not accept lodgements by mail. If you are unable to attend the office you may wish to employ an Agent or Broker to produce on your behalf.

Section 14(1)(a) of the *Land Titles Act 1925* provides that, upon lodgement of a document for registration, I may require the registered proprietor, or person having custody of the title of the affected land to produce the title to this office. Any person refusing to produce the title, or refusing to provide an explanation for failing to produce the title may be guilty of an offence under the Act.

Therefore, you are requested to produce the titles referred to within 14 days of the date of this letter. The prescribed fee will be waived in this case and a copy of this letter should accompany the Production form (as evidence for the counter staff).

If the title is not produced within the required period, the documents will be registered after the 14 day period has expired. The title you hold will no longer be current and cannot be produced as the authority to deal with the land in any future transactions on the land.

The new title will be retained by this office on Production for the purpose of "Safe Custody". To collect the title you will need to provide a Rates Notice and Primary Identification documents along with photographic identification for entitlement authentication before the title will be released to you.

LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Barton	23	1	22	794;72	

MORTGAGE NUMBER

2128422

REGISTERED PROPRIETOR

Trevor John Tier

Leanne Taunton

Deputy Registrar-General

5th September 2018

Chief Minister, Treasury and Economic Development

GPO Box 158 Canberra ACT 2601 | phone: 132281 | www.act.gov.au

Registered Post



Delivery Confirmation – Advice Receipt

Reg  51010742561015	Sender's Reference DLA - FL Baten
--	--------------------------------------

Receipt is acknowledged on the registered Post item, the number of which appears above.

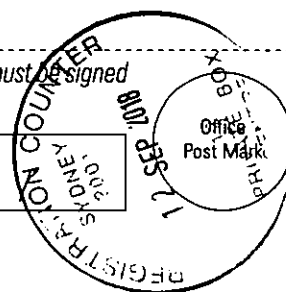


Signature of Addressee* or Agent

*Registered Post articles sent **Person to Person** must be signed by the **addressee only**.

Signature of Delivery Officer

Date delivered



8835077 Nov 2005



ACT
Government

Chief Minister, Treasury and
Economic Development

Mr M E Cassin
49 Middle Harbour Road
Lindfield NSW 2070

REGISTERED POST - SENDER TO KEEP
51010742564016

NOTICE TO PRODUCE CERTIFICATE OF TITLE
Section 14(1)(A) Land Titles Act 1925

I am writing to you as the proprietor in respect of the Certificate of Title relating to the property described below.

Application has been made to this office to register a Grant of Further Lease.

In order to register the Grant of Further Lease, I require the Certificate of Title for the property described below to be produced to the Land Titles office 16 Challis Street Dickson ACT 2602 in person we do not accept lodgements by mail. If you are unable to attend the office you may wish to employ an Agent or Broker to produce on your behalf.

Section 14(1)(a) of the *Land Titles Act 1925* provides that, upon lodgement of a document for registration, I may require the registered proprietor, or person having custody of the title of the affected land to produce the title to this office. Any person refusing to produce the title, or refusing to provide an explanation for failing to produce the title may be guilty of an offence under the Act.

Therefore, you are requested to produce the titles referred to within 14 days of the date of this letter. The prescribed fee will be waived in this case and a copy of this letter should accompany the Production form (as evidence for the counter staff).

If the title is not produced within the required period, the documents will be registered after the 14 day period has expired. The title you hold will no longer be current and cannot be produced as the authority to deal with the land in any future transactions on the land.

The new title will be retained by this office on Production for the purpose of "Safe Custody". To collect the title you will need to provide a Rates Notice and Primary Identification documents along with photographic identification for entitlement authentication before the title will be released to you.

LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Barton	23	1	30	794:80	

REGISTERED PROPRIETOR

Michael Edward Cassin

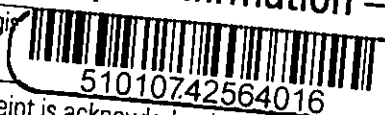
Leanne Taunton
Deputy Registrar-General
5 September 2018

Registered Post



Delivery Confirmation – Advice Receipt

Registered



51010742564016

Sender's Reference

DA-AL Barker

Receipt is acknowledged of the Registered Post item, the number of which appears above.



Signature of Addressee* or Agent

[Signature]

*Registered Post articles sent **Person to Person** must be signed by the **addressee only**.

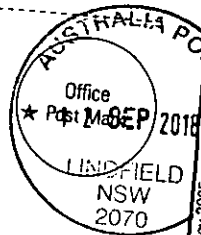
Signature of Delivery Officer

[Signature]

Date delivered

12/09/18

[Signature]



8835077 NOV 2005

**ACT**

Government

Chief Minister, Treasury and
Economic Development**The Manager****Members Equity Bank Limited****Level 28 Melbourne Central Tower****360 Elizabeth Street Melbourne VIC 3000**REGISTERED POST - SENDER TO KEEP
51010742553010**NOTICE TO PRODUCE CERTIFICATE OF TITLE*****Section 14(1)(A) Land Titles Act 1925***

I am writing to you as mortgagee in respect of the Certificate of Title relating to the property described below.

Application has been made to this office to register a Grant of Further Lease.

In order to register the Grant of Further Lease, I require the Certificate of Title for the property described below to be produced to the Land Titles office 16 Challis Street Dickson ACT 2602 in person we do not accept lodgements by mail. If you are unable to attend the office you may wish to employ an Agent or Broker to produce on your behalf.

Section 14(1)(a) of the *Land Titles Act 1925* provides that, upon lodgement of a document for registration, I may require the registered proprietor, or person having custody of the title of the affected land to produce the title to this office. Any person refusing to produce the title, or refusing to provide an explanation for failing to produce the title may be guilty of an offence under the Act.

Therefore, you are requested to produce the titles referred to within 14 days of the date of this letter. The prescribed fee will be waived in this case and a copy of this letter should accompany the Production form (as evidence for the counter staff).

If the title is not produced within the required period, the documents will be registered after the 14 day period has expired. The title you hold will no longer be current and cannot be produced as the authority to deal with the land in any future transactions on the land.

The new title will be retained by this office on Production for the purpose of "Safe Custody". To collect the title you will need to provide a Rates Notice and Primary Identification documents along with photographic identification for entitlement authentication before the title will be released to you.

LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Barton	23	1	2	794:52	

MORTGAGE NUMBER**1963244****REGISTERED PROPRIETOR****Cathy Helen Rainsford****Leanne Taunton****Deputy Registrar-General****5th September 2018****Chief Minister, Treasury and Economic Development**GPO Box 158 Canberra ACT 2601 | phone: 132281 | www.act.gov.au

Registered Post



Delivery Confirmation – Advice Receipt

Reg 51010742553010	Sender's Reference DLA-FL Baker
-----------------------	------------------------------------

Receipt is acknowledged of the Registered Post item, the number of which appears above.



Signature of Addressee* or Agent

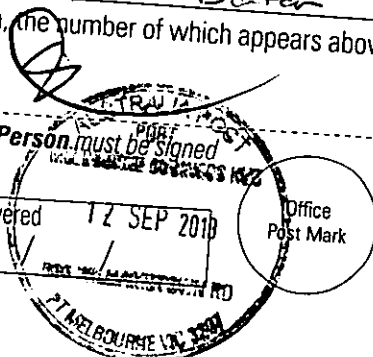
*Registered Post articles sent **Person to Person** must be signed by the **addressee only**.

Signature of Delivery Officer

Date delivered

12 SEP 2010

Office Post Mark



8835077 Nov 2005



ACT
Government

Chief Minister, Treasury and
Economic Development

Mr & Mrs N J B Prosser
91 Hawkesbury Crescent
Farrer ACT 2607

REGISTERED POST - SENDER TO KEEP
51010742557018

NOTICE TO PRODUCE CERTIFICATE OF TITLE
Section 14(1)(A) Land Titles Act 1925

I am writing to you as the proprietor in respect of the Certificate of Title relating to the property described below.

Application has been made to this office to register a Grant of Further Lease.

In order to register the Grant of Further Lease, I require the Certificate of Title for the property described below to be produced to the Land Titles office 16 Challis Street Dickson ACT 2602 in person we do not accept lodgements by mail. If you are unable to attend the office you may wish to employ an Agent or Broker to produce on your behalf.

Section 14(1)(a) of the *Land Titles Act 1925* provides that, upon lodgement of a document for registration, I may require the registered proprietor, or person having custody of the title of the affected land to produce the title to this office. Any person refusing to produce the title, or refusing to provide an explanation for failing to produce the title may be guilty of an offence under the Act.

Therefore, you are requested to produce the titles referred to within 14 days of the date of this letter. The prescribed fee will be waived in this case and a copy of this letter should accompany the Production form (as evidence for the counter staff).

If the title is not produced within the required period, the documents will be registered after the 14 day period has expired. The title you hold will no longer be current and cannot be produced as the authority to deal with the land in any future transactions on the land.

The new title will be retained by this office on Production for the purpose of "Safe Custody". To collect the title you will need to provide a Rates Notice and Primary Identification documents along with photographic identification for entitlement authentication before the title will be released to you.

LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Barton	23	1	16	794:66	

REGISTERED PROPRIETOR

Nicholas John Blair Prosser
Catherine Maree Prosser

Leanne Taunton
Deputy Registrar-General
5 September 2018

Registered Post



Delivery Confirmation – Advice Receipt



Sender's Reference

DLA - FL Barton

Receipt is acknowledged on the registered Post item, the number of which appears above.



Signature of Addressee* or Agent

[Handwritten signature]

*Registered Post articles sent **Person to Person** must be signed by the **addressee only**.

Signature of Delivery Officer

[Handwritten signature]

Date delivered

13/9/18





ACT
Government

Chief Minister, Treasury and
Economic Development

The Manager

Commonwealth Bank of Australia

REGISTERED POST - SENDER TO KEEP
51010742571014

NOTICE TO PRODUCE CERTIFICATE OF TITLE
Section 14(1)(A) Land Titles Act 1925

I am writing to you as mortgagee in respect of the Certificate of Title relating to the property described below.

Application has been made to this office to register a Grant of Further Lease.

In order to register the Grant of Further Lease, I require the Certificate of Title for the property described below to be produced to the Land Titles office 16 Challis Street Dickson ACT 2602 in person we do not accept lodgements by mail. If you are unable to attend the office you may wish to employ an Agent or Broker to produce on your behalf.

Section 14(1)(a) of the *Land Titles Act 1925* provides that, upon lodgement of a document for registration, I may require the registered proprietor, or person having custody of the title of the affected land to produce the title to this office. Any person refusing to produce the title, or refusing to provide an explanation for failing to produce the title may be guilty of an offence under the Act.

Therefore, you are requested to produce the titles referred to within 14 days of the date of this letter. The prescribed fee will be waived in this case and a copy of this letter should accompany the Production form (as evidence for the counter staff).

If the title is not produced within the required period, the documents will be registered after the 14 day period has expired. The title you hold will no longer be current and cannot be produced as the authority to deal with the land in any future transactions on the land.

The new title will be retained by this office on Production for the purpose of "Safe Custody". To collect the title you will need to provide a Rates Notice and Primary Identification documents along with photographic identification for entitlement authentication before the title will be released to you.

LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Barton	23	1	28	794:78	

MORTGAGE NUMBER

1550664

REGISTERED PROPRIETOR

Robyn Joy Maxwell
John Richard Maxwell

Leanne Taunton

Deputy Registrar-General

5th September 2018

Registered Post



Delivery Confirmation – Advice Receipt



51010742571014

Sender's Reference

DIA - FL Boster

Receipt is acknowledged of the Registered Post item, the number of which appears above.



Signature of Addressee* or Agent

[Handwritten Signature]

* Registered Post articles sent **Person to Person** must be signed by the **addressee only**.

Signature of Delivery Officer

[Handwritten Signature]

Date delivered

11 / 8 / 2018

MAIL ROOM
Office
Post Mark

SEP 2018

PARRAMATTA
CBD

8535077 Nov 2005

**NOTICE TO PRODUCE CERTIFICATE OF TITLE**
Section 14(1)(A) Land Titles Act 1925

I am writing to you as mortgagee in respect of the Certificate of Title relating to the property described below.

Application has been made to this office to register a Grant of Further Lease.

In order to register the Grant of Further Lease, I require the Certificate of Title for the property described below to be produced to the Land Titles office 16 Challis Street Dickson ACT 2602 in person we do not accept lodgements by mail. If you are unable to attend the office you may wish to employ an Agent or Broker to produce on your behalf.

Section 14(1)(a) of the *Land Titles Act 1925* provides that, upon lodgement of a document for registration, I may require the registered proprietor, or person having custody of the title of the affected land to produce the title to this office. Any person refusing to produce the title, or refusing to provide an explanation for failing to produce the title may be guilty of an offence under the Act.

Therefore, you are requested to produce the titles referred to within 14 days of the date of this letter. The prescribed fee will be waived in this case and a copy of this letter should accompany the Production form (as evidence for the counter staff).

If the title is not produced within the required period, the documents will be registered after the 14 day period has expired. The title you hold will no longer be current and cannot be produced as the authority to deal with the land in any future transactions on the land.

The new title will be retained by this office on Production for the purpose of "Safe Custody". To collect the title you will need to provide a Rates Notice and Primary Identification documents along with photographic identification for entitlement authentication before the title will be released to you.

LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Barton	23	1	27	794:77	

MORTGAGE NUMBER

1561000

REGISTERED PROPRIETOR

Rebecca Louise Collins

Leanne Taunton

Deputy Registrar-General

5th September 2018



ACT
Government

Chief Minister, Treasury and
Economic Development

The Manager

Commonwealth Bank of Australia

NOTICE TO PRODUCE CERTIFICATE OF TITLE
Section 14(1)(A) Land Titles Act 1925

I am writing to you as mortgagee in respect of the Certificate of Title relating to the property described below.

Application has been made to this office to register a Grant of Further Lease.

In order to register the Grant of Further Lease, I require the Certificate of Title for the property described below to be produced to the Land Titles office 16 Challis Street Dickson ACT 2602 in person we do not accept lodgements by mail. If you are unable to attend the office you may wish to employ an Agent or Broker to produce on your behalf.

Section 14(1)(a) of the *Land Titles Act 1925* provides that, upon lodgement of a document for registration, I may require the registered proprietor, or person having custody of the title of the affected land to produce the title to this office. Any person refusing to produce the title, or refusing to provide an explanation for failing to produce the title may be guilty of an offence under the Act.

Therefore, you are requested to produce the titles referred to within 14 days of the date of this letter. The prescribed fee will be waived in this case and a copy of this letter should accompany the Production form (as evidence for the counter staff).

If the title is not produced within the required period, the documents will be registered after the 14 day period has expired. The title you hold will no longer be current and cannot be produced as the authority to deal with the land in any future transactions on the land.

The new title will be retained by this office on Production for the purpose of "Safe Custody". To collect the title you will need to provide a Rates Notice and Primary Identification documents along with photographic identification for entitlement authentication before the title will be released to you.

LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Barton	23	1	13	794:63	

MORTGAGE NUMBER

1859124

REGISTERED PROPRIETOR

Nicholas John Blair Prosser

Leanne Taunton

Deputy Registrar-General

5th September 2018



ACT
Government

Chief Minister, Treasury and
Economic Development

The Manager

Commonwealth Bank of Australia

NOTICE TO PRODUCE CERTIFICATE OF TITLE

Section 14(1)(A) Land Titles Act 1925

I am writing to you as mortgagee in respect of the Certificate of Title relating to the property described below.

Application has been made to this office to register a Grant of Further Lease.

In order to register the Grant of Further Lease, I require the Certificate of Title for the property described below to be produced to the Land Titles office 16 Challis Street Dickson ACT 2602 in person we do not accept lodgements by mail. If you are unable to attend the office you may wish to employ an Agent or Broker to produce on your behalf.

Section 14(1)(a) of the *Land Titles Act 1925* provides that, upon lodgement of a document for registration, I may require the registered proprietor, or person having custody of the title of the affected land to produce the title to this office. Any person refusing to produce the title, or refusing to provide an explanation for failing to produce the title may be guilty of an offence under the Act.

Therefore, you are requested to produce the titles referred to within 14 days of the date of this letter. The prescribed fee will be waived in this case and a copy of this letter should accompany the Production form (as evidence for the counter staff).

If the title is not produced within the required period, the documents will be registered after the 14 day period has expired. The title you hold will no longer be current and cannot be produced as the authority to deal with the land in any future transactions on the land.

The new title will be retained by this office on Production for the purpose of "Safe Custody". To collect the title you will need to provide a Rates Notice and Primary Identification documents along with photographic identification for entitlement authentication before the title will be released to you.

LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Barton	23	1	10	794:60	

MORTGAGE NUMBER

1428274

REGISTERED PROPRIETOR

Jean Henderson

Leanne Taunton

Deputy Registrar-General

5th September 2018

Chief Minister, Treasury and Economic Development

GPO Box 158 Canberra ACT 2601 | phone: 132281 | www.act.gov.au



ACT
Government

Chief Minister, Treasury and
Economic Development

The Manager

Commonwealth Bank of Australia

NOTICE TO PRODUCE CERTIFICATE OF TITLE
Section 14(1)(A) Land Titles Act 1925

I am writing to you as mortgagee in respect of the Certificate of Title relating to the property described below.

Application has been made to this office to register a Grant of Further Lease.

In order to register the Grant of Further Lease, I require the Certificate of Title for the property described below to be produced to the Land Titles office 16 Challis Street Dickson ACT 2602 in person we do not accept lodgements by mail. If you are unable to attend the office you may wish to employ an Agent or Broker to produce on your behalf.

Section 14(1)(a) of the *Land Titles Act 1925* provides that, upon lodgement of a document for registration, I may require the registered proprietor, or person having custody of the title of the affected land to produce the title to this office. Any person refusing to produce the title, or refusing to provide an explanation for failing to produce the title may be guilty of an offence under the Act.

Therefore, you are requested to produce the titles referred to within 14 days of the date of this letter. The prescribed fee will be waived in this case and a copy of this letter should accompany the Production form (as evidence for the counter staff).

If the title is not produced within the required period, the documents will be registered after the 14 day period has expired. The title you hold will no longer be current and cannot be produced as the authority to deal with the land in any future transactions on the land.

The new title will be retained by this office on Production for the purpose of "Safe Custody". To collect the title you will need to provide a Rates Notice and Primary Identification documents along with photographic identification for entitlement authentication before the title will be released to you.

LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Barton	23	1	9	794:59	

MORTGAGE NUMBER

1112663

REGISTERED PROPRIETOR

David Christopher Pearl

Leanne Taunton

Deputy Registrar-General

5th September 2018



ACT
Government

Chief Minister, Treasury and
Economic Development

The Manager

Commonwealth Bank of Australia

Level 9, 150 George Street

Parramatta NSW 2150

NOTICE TO PRODUCE CERTIFICATE OF TITLE

Section 14(1)(A) Land Titles Act 1925

I am writing to you as mortgagee in respect of the Certificate of Title relating to the property described below.

Application has been made to this office to register a Grant of Further Lease.

In order to register the Grant of Further Lease, I require the Certificate of Title for the property described below to be produced to the Land Titles office 16 Challis Street Dickson ACT 2602 in person we do not accept lodgements by mail. If you are unable to attend the office you may wish to employ an Agent or Broker to produce on your behalf.

Section 14(1)(a) of the *Land Titles Act 1925* provides that, upon lodgement of a document for registration, I may require the registered proprietor, or person having custody of the title of the affected land to produce the title to this office. Any person refusing to produce the title, or refusing to provide an explanation for failing to produce the title may be guilty of an offence under the Act.

Therefore, you are requested to produce the titles referred to within 14 days of the date of this letter. The prescribed fee will be waived in this case and a copy of this letter should accompany the Production form (as evidence for the counter staff).

If the title is not produced within the required period, the documents will be registered after the 14 day period has expired. The title you hold will no longer be current and cannot be produced as the authority to deal with the land in any future transactions on the land.

The new title will be retained by this office on Production for the purpose of "Safe Custody". To collect the title you will need to provide a Rates Notice and Primary Identification documents along with photographic identification for entitlement authentication before the title will be released to you.

LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Barton	23	1	7	794:57	

MORTGAGE NUMBER

2085994

REGISTERED PROPRIETOR

Mark William Hollow
Rosemary Elizabeth Hollow

Leanne Taunton

Deputy Registrar-General

5th September 2018

Chief Minister, Treasury and Economic Development

GPO Box 158 Canberra ACT 2601 | phone: 132281 | www.act.gov.au



ACT
Government

Chief Minister, Treasury and
Economic Development

Ms J McDonald
29/11 Bourke Street
Barton ACT 2600

REGISTERED POST - SENDER TO KEEP
51010742563019

NOTICE TO PRODUCE CERTIFICATE OF TITLE
Section 14(1)(A) Land Titles Act 1925

I am writing to you as the proprietor in respect of the Certificate of Title relating to the property described below.

Application has been made to this office to register a Grant of Further Lease.

In order to register the Grant of Further Lease, I require the Certificate of Title for the property described below to be produced to the Land Titles office 16 Challis Street Dickson ACT 2602 in person we do not accept lodgements by mail. If you are unable to attend the office you may wish to employ an Agent or Broker to produce on your behalf.

Section 14(1)(a) of the *Land Titles Act 1925* provides that, upon lodgement of a document for registration, I may require the registered proprietor, or person having custody of the title of the affected land to produce the title to this office. Any person refusing to produce the title, or refusing to provide an explanation for failing to produce the title may be guilty of an offence under the Act.

Therefore, you are requested to produce the titles referred to within 14 days of the date of this letter. The prescribed fee will be waived in this case and a copy of this letter should accompany the Production form (as evidence for the counter staff).

If the title is not produced within the required period, the documents will be registered after the 14 day period has expired. The title you hold will no longer be current and cannot be produced as the authority to deal with the land in any future transactions on the land.

The new title will be retained by this office on Production for the purpose of "Safe Custody". To collect the title you will need to provide a Rates Notice and Primary Identification documents along with photographic identification for entitlement authentication before the title will be released to you.

LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Barton	23	1	29	794:79	

REGISTERED PROPRIETOR

Juliana McDonald

Leanne Taunton
Deputy Registrar-General
5 September 2018

Registered Post



Delivery Confirmation – Advice Receipt



Sender's Reference

DLA & FL Borten

Receipt is acknowledged of the Registered Post item, the number of which appears above.



Signature of Addressee* or Agent

[Handwritten signature]

*Registered Post articles sent **Person to Person** must be signed by the **addressee only**.

Signature of Delivery Officer

[Handwritten signature]

Date delivered

10 / 9 / 18

Office Post Mark



ACT
Government

Chief Minister, Treasury and
Economic Development

Ms A M R Fairbain
C/- Macgrath Gungahlin
PO Box 216
Gungahlin ACT 2912

REGISTERED POST - SENDER TO KEEP
51010742555014

NOTICE TO PRODUCE CERTIFICATE OF TITLE
Section 14(1)(A) Land Titles Act 1925

I am writing to you as the proprietor in respect of the Certificate of Title relating to the property described below.

Application has been made to this office to register a Grant of Further Lease.

In order to register the Grant of Further Lease, I require the Certificate of Title for the property described below to be produced to the Land Titles office 16 Challis Street Dickson ACT 2602 in person we do not accept lodgements by mail. If you are unable to attend the office you may wish to employ an Agent or Broker to produce on your behalf.

Section 14(1)(a) of the *Land Titles Act 1925* provides that, upon lodgement of a document for registration, I may require the registered proprietor, or person having custody of the title of the affected land to produce the title to this office. Any person refusing to produce the title, or refusing to provide an explanation for failing to produce the title may be guilty of an offence under the Act.

Therefore, you are requested to produce the titles referred to within 14 days of the date of this letter. The prescribed fee will be waived in this case and a copy of this letter should accompany the Production form (as evidence for the counter staff).

If the title is not produced within the required period, the documents will be registered after the 14 day period has expired. The title you hold will no longer be current and cannot be produced as the authority to deal with the land in any future transactions on the land.

The new title will be retained by this office on Production for the purpose of "Safe Custody". To collect the title you will need to provide a Rates Notice and Primary Identification documents along with photographic identification for entitlement authentication before the title will be released to you.

LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Barton	23	1	12	794:62	

REGISTERED PROPRIETOR

Anne Mary Ross Fairbain

Leanne Taunton
Deputy Registrar-General
5 September 2018

Chief Minister, Treasury and Economic Development
GPO Box 158 Canberra ACT 2601 | phone: 132281 | www.act.gov.au

Registered Post



Delivery Confirmation – Advice Receipt

Regi



51010742555014

Sender's Reference

DLA - FL Batten

Receipt is acknowledged of the Registered Post item, the number of which appears above.



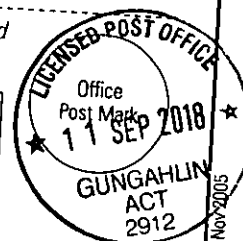
Signature of Addressee* or Agent

*Registered Post articles sent **Person to Person** must be signed by the **addressee only**.

Signature of Delivery Officer

Date delivered

11 / 09 / 18



8835077 Nov 2005



ACT
Government

Chief Minister, Treasury and
Economic Development

Mr & Mrs G Sheridan
C/- Ray White Property
Locked Bag 3008
Woden ACT 2606

REGISTERED POST - SENDER TO KEEP
51010742568014

NOTICE TO PRODUCE CERTIFICATE OF TITLE
Section 14(1)(A) Land Titles Act 1925

I am writing to you as the proprietor in respect of the Certificate of Title relating to the property described below.

Application has been made to this office to register a Grant of Further Lease.

In order to register the Grant of Further Lease, I require the Certificate of Title for the property described below to be produced to the Land Titles office 16 Challis Street Dickson ACT 2602 in person we do not accept lodgements by mail. If you are unable to attend the office you may wish to employ an Agent or Broker to produce on your behalf.

Section 14(1)(a) of the *Land Titles Act 1925* provides that, upon lodgement of a document for registration, I may require the registered proprietor, or person having custody of the title of the affected land to produce the title to this office. Any person refusing to produce the title, or refusing to provide an explanation for failing to produce the title may be guilty of an offence under the Act.

Therefore, you are requested to produce the titles referred to within 14 days of the date of this letter. The prescribed fee will be waived in this case and a copy of this letter should accompany the Production form (as evidence for the counter staff).

If the title is not produced within the required period, the documents will be registered after the 14 day period has expired. The title you hold will no longer be current and cannot be produced as the authority to deal with the land in any future transactions on the land.

The new title will be retained by this office on Production for the purpose of "Safe Custody". To collect the title you will need to provide a Rates Notice and Primary Identification documents along with photographic identification for entitlement authentication before the title will be released to you.

LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Barton	23	1	36	794:86	

REGISTERED PROPRIETOR

Denise Elizabeth Sheridan
Georgiana Sheridan

Leanne Taunton
Deputy Registrar-General
5 September 2018

Chief Minister, Treasury and Economic Development
GPO Box 158 Canberra ACT 2601 | phone: 132281 | www.act.gov.au

Registered Post



Delivery Confirmation – Advice Receipt



51010742568014

Sender's Reference

DIA - FC Baker

Receipt is acknowledged of the Registered Post item, the number of which appears above.



Signature of Addressee* or Agent

[Handwritten Signature]

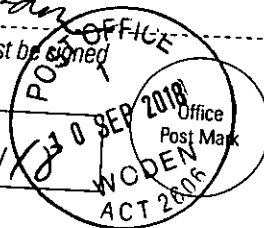
*Registered Post articles sent **Person to Person** must be signed by the **addressee only**.

Signature of Delivery Officer

[Handwritten Signature]

Date delivered

10/09/18



8635077 Nov 2005



ACT
Government

Chief Minister, Treasury and
Economic Development

The Manager

Newcastle Permanent Building Society Limited

307 King Street

Newcastle West NSW 2302

REGISTERED POST - SENDER TO KEEP
51010742569011

NOTICE TO PRODUCE CERTIFICATE OF TITLE
Section 14(1)(A) Land Titles Act 1925

I am writing to you as mortgagee in respect of the Certificate of Title relating to the property described below.

Application has been made to this office to register a Grant of Further Lease.

In order to register the Grant of Further Lease, I require the Certificate of Title for the property described below to be produced to the Land Titles office 16 Challis Street Dickson ACT 2602 in person we do not accept lodgements by mail. If you are unable to attend the office you may wish to employ an Agent or Broker to produce on your behalf.

Section 14(1)(a) of the *Land Titles Act 1925* provides that, upon lodgement of a document for registration, I may require the registered proprietor, or person having custody of the title of the affected land to produce the title to this office. Any person refusing to produce the title, or refusing to provide an explanation for failing to produce the title may be guilty of an offence under the Act.

Therefore, you are requested to produce the titles referred to within 14 days of the date of this letter. The prescribed fee will be waived in this case and a copy of this letter should accompany the Production form (as evidence for the counter staff).

If the title is not produced within the required period, the documents will be registered after the 14 day period has expired. The title you hold will no longer be current and cannot be produced as the authority to deal with the land in any future transactions on the land.

The new title will be retained by this office on Production for the purpose of "Safe Custody". To collect the title you will need to provide a Rates Notice and Primary Identification documents along with photographic identification for entitlement authentication before the title will be released to you.

LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Barton	23	1	37	794:87	

MORTGAGE NUMBER

2025120

REGISTERED PROPRIETOR

Anouska Maree Charles

Rory John Hunter

Leanne Taunton

Deputy Registrar-General

5th September 2018

[Log in](#)[Track list](#) [Item Details](#)

Your delivery



Signature required

If nobody's home, it will be taken to a local Post Office for you to collect.



Why we can't leave it

51010742569011

Delivered

Most recent update

Delivered

WARABROOK NSW

Tue 11 Sep • 04:33am

Ask Australia Post

Tracking history

Service

Registered Post

Tracking number

51010742569011



Use MyPost to track deliveries across your devices!



[Log in](#)

Ask Australia Post



ACT
Government

Chief Minister, Treasury and
Economic Development

Mr M J Heath
20 Bougainville Street
Manuka ACT 2603

REGISTERED POST - SENDER TO KEEP
51010742567017

NOTICE TO PRODUCE CERTIFICATE OF TITLE
Section 14(1)(A) Land Titles Act 1925

I am writing to you as the proprietor in respect of the Certificate of Title relating to the property described below.

Application has been made to this office to register a Grant of Further Lease.

In order to register the Grant of Further Lease, I require the Certificate of Title for the property described below to be produced to the Land Titles office 16 Challis Street Dickson ACT 2602 in person we do not accept lodgements by mail. If you are unable to attend the office you may wish to employ an Agent or Broker to produce on your behalf.

Section 14(1)(a) of the *Land Titles Act 1925* provides that, upon lodgement of a document for registration, I may require the registered proprietor, or person having custody of the title of the affected land to produce the title to this office. Any person refusing to produce the title, or refusing to provide an explanation for failing to produce the title may be guilty of an offence under the Act.

Therefore, you are requested to produce the titles referred to within 14 days of the date of this letter. The prescribed fee will be waived in this case and a copy of this letter should accompany the Production form (as evidence for the counter staff).

If the title is not produced within the required period, the documents will be registered after the 14 day period has expired. The title you hold will no longer be current and cannot be produced as the authority to deal with the land in any future transactions on the land.

The new title will be retained by this office on Production for the purpose of "Safe Custody". To collect the title you will need to provide a Rates Notice and Primary Identification documents along with photographic identification for entitlement authentication before the title will be released to you.

LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Barton	23	1	34	794;84	

REGISTERED PROPRIETOR

Michael Joseph Heath

Leanne Taunton
Deputy Registrar-General
5 September 2018

[Log in](#)[Track list](#) [Item Details](#)

Your delivery



Signature required

If nobody's home, it will be taken to a local Post Office for you to collect.



Why we can't leave it

51010742567017

Delivered

Most recent update

Delivered

GRIFFITH ACT

Mon 10 Sep • 01:16pm

Ask Australia Post

Tracking history



Service

Registered Post

Tracking number

51010742567017



Use MyPost to track deliveries across your devices!



[Log in](#)

Ask Australia Post



ACT
Government

Chief Minister, Treasury and
Economic Development

Mr & Mrs B C Walker
"Ledgerton" Mountain Creek Road
Yass NSW 2582

REGISTERED POST - SENDER TO KEEP
51010742562012

NOTICE TO PRODUCE CERTIFICATE OF TITLE
Section 14(1)(A) Land Titles Act 1925

I am writing to you as the proprietor in respect of the Certificate of Title relating to the property described below.

Application has been made to this office to register a Grant of Further Lease.

In order to register the Grant of Further Lease, I require the Certificate of Title for the property described below to be produced to the Land Titles office 16 Challis Street Dickson ACT 2602 in person we do not accept lodgements by mail. If you are unable to attend the office you may wish to employ an Agent or Broker to produce on your behalf.

Section 14(1)(a) of the *Land Titles Act 1925* provides that, upon lodgement of a document for registration, I may require the registered proprietor, or person having custody of the title of the affected land to produce the title to this office. Any person refusing to produce the title, or refusing to provide an explanation for failing to produce the title may be guilty of an offence under the Act.

Therefore, you are requested to produce the titles referred to within 14 days of the date of this letter. The prescribed fee will be waived in this case and a copy of this letter should accompany the Production form (as evidence for the counter staff).

If the title is not produced within the required period, the documents will be registered after the 14 day period has expired. The title you hold will no longer be current and cannot be produced as the authority to deal with the land in any future transactions on the land.

The new title will be retained by this office on Production for the purpose of "Safe Custody". To collect the title you will need to provide a Rates Notice and Primary Identification documents along with photographic identification for entitlement authentication before the title will be released to you.

LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Barton	23	1	24	794:74	

REGISTERED PROPRIETOR

Kristiane Walker
Barry Charles Walker

Leanne Taunton
Deputy Registrar-General
5 September 2018

[Log in](#)[Track list](#) [Item Details](#)

Your delivery



Signature required

If nobody's home, it will be taken to a local Post Office for you to collect.



Why we can't leave it

51010742562012

Delivered

Most recent update

Delivered

YASS NSW

Mon 10 Sep • 12:18pm

Ask Australia Post

Tracking history



Service

Registered Post

Tracking number

51010742562012



Use MyPost to track deliveries across your devices!



[Log in](#)

Ask Australia Post



ACT
Government

Chief Minister, Treasury and
Economic Development

Ms J M Headford

Barton Court

21/14-16 Darling Street

Barton ACT 2600

REGISTERED POST - SENDER TO KEEP
51010742560018

NOTICE TO PRODUCE CERTIFICATE OF TITLE
Section 14(1)(A) Land Titles Act 1925

I am writing to you as the proprietor in respect of the Certificate of Title relating to the property described below.

Application has been made to this office to register a Grant of Further Lease.

In order to register the Grant of Further Lease, I require the Certificate of Title for the property described below to be produced to the Land Titles office 16 Challis Street Dickson ACT 2602 in person we do not accept lodgements by mail. If you are unable to attend the office you may wish to employ an Agent or Broker to produce on your behalf.

Section 14(1)(a) of the *Land Titles Act 1925* provides that, upon lodgement of a document for registration, I may require the registered proprietor, or person having custody of the title of the affected land to produce the title to this office. Any person refusing to produce the title, or refusing to provide an explanation for failing to produce the title may be guilty of an offence under the Act.

Therefore, you are requested to produce the titles referred to within 14 days of the date of this letter. The prescribed fee will be waived in this case and a copy of this letter should accompany the Production form (as evidence for the counter staff).

If the title is not produced within the required period, the documents will be registered after the 14 day period has expired. The title you hold will no longer be current and cannot be produced as the authority to deal with the land in any future transactions on the land.

The new title will be retained by this office on Production for the purpose of "Safe Custody". To collect the title you will need to provide a Rates Notice and Primary Identification documents along with photographic identification for entitlement authentication before the title will be released to you.

LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Barton	23	1	21	794:71	

REGISTERED PROPRIETOR

Julia Maree Headford

Leanne Taunton

Deputy Registrar-General

5 September 2018

Chief Minister, Treasury and Economic Development
GPO Box 158 Canberra ACT 2601 | phone: 132281 | www.act.gov.au

[Log in](#)[Track list](#) [Item Details](#)

Your delivery



Signature required

If nobody's home, it will be taken to a local Post Office for you to collect.



Why we can't leave it

51010742560018

Delivered

Most recent update

Delivered

KINGSTON ACT

Tue 18 Sep • 10:05am

Ask Australia Post

[Tracking history](#)



Service

Registered Post

Tracking number

51010742560018



Use MyPost to track deliveries across your devices!



Log in

Ask Australia Post



ACT
Government

Chief Minister, Treasury and
Economic Development

Mr 7 Mrs M E K Neuhaus

Locked bag 40

Kingston ACT 2604

REGISTERED POST - SENDER TO KEEP
51010742556011

NOTICE TO PRODUCE CERTIFICATE OF TITLE

Section 14(1)(A) Land Titles Act 1925

I am writing to you as the proprietor in respect of the Certificate of Title relating to the property described below.

Application has been made to this office to register a Grant of Further Lease.

In order to register the Grant of Further Lease, I require the Certificate of Title for the property described below to be produced to the Land Titles office 16 Challis Street Dickson ACT 2602 in person we do not accept lodgements by mail. If you are unable to attend the office you may wish to employ an Agent or Broker to produce on your behalf.

Section 14(1)(a) of the *Land Titles Act 1925* provides that, upon lodgement of a document for registration, I may require the registered proprietor, or person having custody of the title of the affected land to produce the title to this office. Any person refusing to produce the title, or refusing to provide an explanation for failing to produce the title may be guilty of an offence under the Act.

Therefore, you are requested to produce the titles referred to within 14 days of the date of this letter. The prescribed fee will be waived in this case and a copy of this letter should accompany the Production form (as evidence for the counter staff).

If the title is not produced within the required period, the documents will be registered after the 14 day period has expired. The title you hold will no longer be current and cannot be produced as the authority to deal with the land in any future transactions on the land.

The new title will be retained by this office on Production for the purpose of "Safe Custody". To collect the title you will need to provide a Rates Notice and Primary Identification documents along with photographic identification for entitlement authentication before the title will be released to you.

LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Barton	23	1	14	794:64	

REGISTERED PROPRIETOR

Matthew Ernest Keith Neuhaus
Angela Margaret Neuhaus

Leanne Taunton
Deputy Registrar-General
5 September 2018

Chief Minister, Treasury and Economic Development

GPO Box 158 Canberra ACT 2601 | phone: 132281 | www.act.gov.au

**ACT**
GovernmentChief Minister, Treasury and
Economic Development

The Manager

Westpac Banking Corporation

4-16 Montgomery Street

Kogarah NSW 2217

REGISTERED POST - SENDER TO KEEP
51010742573018**NOTICE TO PRODUCE CERTIFICATE OF TITLE*****Section 14(1)(A) Land Titles Act 1925***

I am writing to you as mortgagee in respect of the Certificate of Title relating to the property described below.

Application has been made to this office to register a Grant of Further Lease.

In order to register the Grant of Further Lease, I require the Certificate of Title for the property described below to be produced to the Land Titles office 16 Challis Street Dickson ACT 2602 in person we do not accept lodgements by mail. If you are unable to attend the office you may wish to employ an Agent or Broker to produce on your behalf.

Section 14(1)(a) of the *Land Titles Act 1925* provides that, upon lodgement of a document for registration, I may require the registered proprietor, or person having custody of the title of the affected land to produce the title to this office. Any person refusing to produce the title, or refusing to provide an explanation for failing to produce the title may be guilty of an offence under the Act.

Therefore, you are requested to produce the titles referred to within 14 days of the date of this letter. The prescribed fee will be waived in this case and a copy of this letter should accompany the Production form (as evidence for the counter staff).

If the title is not produced within the required period, the documents will be registered after the 14 day period has expired. The title you hold will no longer be current and cannot be produced as the authority to deal with the land in any future transactions on the land.

The new title will be retained by this office on Production for the purpose of "Safe Custody". To collect the title you will need to provide a Rates Notice and Primary Identification documents along with photographic identification for entitlement authentication before the title will be released to you.

LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Barton	23	1	26	794:76	

MORTGAGE NUMBER

1209366

REGISTERED PROPRIETOR

Vijawathy McPherson

Leanne Taunton

Deputy Registrar-General

5th September 2018**Chief Minister, Treasury and Economic Development**GPO Box 158 Canberra ACT 2601 | phone: 132281 | www.act.gov.au



ACT
Government

Chief Minister, Treasury and
Economic Development

The Manager
Westpac Banking Corporation
4-16 Montgomery Street
Kogarah NSW 2217

NOTICE TO PRODUCE CERTIFICATE OF TITLE
Section 14(1)(A) Land Titles Act 1925

I am writing to you as mortgagee in respect of the Certificate of Title relating to the property described below.

Application has been made to this office to register a Grant of Further Lease.

In order to register the Grant of Further Lease, I require the Certificate of Title for the property described below to be produced to the Land Titles office 16 Challis Street Dickson ACT 2602 in person we do not accept lodgements by mail. If you are unable to attend the office you may wish to employ an Agent or Broker to produce on your behalf.

Section 14(1)(a) of the *Land Titles Act 1925* provides that, upon lodgement of a document for registration, I may require the registered proprietor, or person having custody of the title of the affected land to produce the title to this office. Any person refusing to produce the title, or refusing to provide an explanation for failing to produce the title may be guilty of an offence under the Act.

Therefore, you are requested to produce the titles referred to within 14 days of the date of this letter. The prescribed fee will be waived in this case and a copy of this letter should accompany the Production form (as evidence for the counter staff).

If the title is not produced within the required period, the documents will be registered after the 14 day period has expired. The title you hold will no longer be current and cannot be produced as the authority to deal with the land in any future transactions on the land.

The new title will be retained by this office on Production for the purpose of "Safe Custody". To collect the title you will need to provide a Rates Notice and Primary Identification documents along with photographic identification for entitlement authentication before the title will be released to you.

LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Barton	23	1	11	794;61	

MORTGAGE NUMBER

1581649

REGISTERED PROPRIETOR

Melissa Joy King

Leanne Taunton
Deputy Registrar-General
5th September 2018



ACT
Government

Chief Minister, Treasury and
Economic Development

The Manager
Westpac Banking Corporation
4-16 Montgomery Street
Kogarah NSW 2217

NOTICE TO PRODUCE CERTIFICATE OF TITLE
Section 14(1)(A) Land Titles Act 1925

I am writing to you as mortgagee in respect of the Certificate of Title relating to the property described below.

Application has been made to this office to register a Grant of Further Lease.

In order to register the Grant of Further Lease, I require the Certificate of Title for the property described below to be produced to the Land Titles office 16 Challis Street Dickson ACT 2602 in person we do not accept lodgements by mail. If you are unable to attend the office you may wish to employ an Agent or Broker to produce on your behalf.

Section 14(1)(a) of the *Land Titles Act 1925* provides that, upon lodgement of a document for registration, I may require the registered proprietor, or person having custody of the title of the affected land to produce the title to this office. Any person refusing to produce the title, or refusing to provide an explanation for failing to produce the title may be guilty of an offence under the Act.

Therefore, you are requested to produce the titles referred to within 14 days of the date of this letter. The prescribed fee will be waived in this case and a copy of this letter should accompany the Production form (as evidence for the counter staff).

If the title is not produced within the required period, the documents will be registered after the 14 day period has expired. The title you hold will no longer be current and cannot be produced as the authority to deal with the land in any future transactions on the land.

The new title will be retained by this office on Production for the purpose of "Safe Custody". To collect the title you will need to provide a Rates Notice and Primary Identification documents along with photographic identification for entitlement authentication before the title will be released to you.

LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO.
Barton	23	1	6	794:56	

MORTGAGE NUMBER

1917116

REGISTERED PROPRIETOR

Sally Grace Nicholas

Leanne Taunton
Deputy Registrar-General
5th September 2018



Log in

Track an item

Hint: you can enter up to 10 tracking numbers, separated by spaces or commas

Enter tracking number(s) here

In transit 51010742573018	Fri 07 Sep • 07:30am FYSHWICK ACT	>
Delivered 51010742569011	Tue 11 Sep • 04:33am WARABROOK NSW	>
Delivered 51010742567017	Mon 10 Sep • 01:16pm GRIFFITH ACT	>
Delivered 51010742562012	Mon 10 Sep • 12:18pm YASS NSW	>
Delivered 51010742560018	Tue 18 Sep • 10:05am KINGSTON ACT	>
In transit 51010742556011	Fri 07 Sep • 07:30am FYSHWICK ACT	>

Ask Australia Post



Use MyPost to track deliveries across your devices!

Sign up

Log in



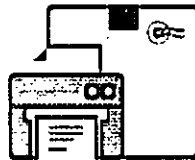
[Log in](#)

Other services we offer



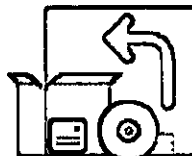
Express post.

Get speedy delivery at a fixed cost with our satchels.



Print shipping labels.

Print postage to send parcels from your home or office.



Redirect your mail.

Moving house? Make sure your mail moves with you.

Ask Australia Post



Access
Canberra.

2175157

Chief Minister, Treasury and Economic Development Directorate

**INSTRUMENT GRANTING FURTHER LEASE
(Units Plan)**

Form 043 - FL

Land Titles Act 1925

Except for the term, the further lease is subject to the provisions, covenants and conditions set out in the Units Plan below and also subject to those registered interests carried forward pursuant to S90A of the *Land Titles Act 1925*.

LODGING PARTY DETAILS		
Name	Postal Address	Contact Telephone Number
LINK STRATA	PO BOX 154 CURTIN ACT 2605	62603722.

TITLE AND LAND DETAILS – (The identifiers of all units and the common property must be listed)					
Volume & Folio	District/Division	Section	Block	Unit Numbers / Common Property	Units Plan Number
794:88	Barton	23	1	0	201
794:51	Barton	23	1	1	201
794:52	Barton	23	1	2	201
794:53	Barton	23	1	3	201
794:54	Barton	23	1	4	201
794:55	Barton	23	1	5	201
794:56	Barton	23	1	6	201
794:57	Barton	23	1	7	201
794:58	Barton	23	1	8	201
794:59	Barton	23	1	9	201
794:60	Barton	23	1	10	201
794:61	Barton	23	1	11	201
794:62	Barton	23	1	12	201
794:63	Barton	23	1	13	201
794:64	Barton	23	1	14	201

794:65	Barton	23	1	15	201
794:66	Barton	23	1	16	201
794:67	Barton	23	1	17	201
794:68	Barton	23	1	18	201
794:69	Barton	23	1	19	201
794:70	Barton	23	1	20	201
794:71	Barton	23	1	21	201
794:72	Barton	23	1	22	201
794:73	Barton	23	1	23	201
794:74	Barton	23	1	24	201
794:75	Barton	23	1	25	201
794:76	Barton	23	1	26	201
794:77	Barton	23	1	27	201
794:78	Barton	23	1	28	201
794:79	Barton	23	1	29	201
794:80	Barton	23	1	30	201
794:81	Barton	23	1	31	201
794:82	Barton	23	1	32	201
794:83	Barton	23	1	33	201
794:84	Barton	23	1	34	201
794:85	Barton	23	1	35	201
794:86	Barton	23	1	36	201
794:87	Barton	23	1	37	201

FULL NAME AND ADDRESS OF REGISTERED PROPRIETORS (Surname Last) – (ACN required for all companies) post code must be included

Unit Number	Registered Proprietor	Address of Registered Proprietor
0	The Owners - Units Plan No 201	c/ Link Strata Management PO Box 154 Curtin ACT 2605
1	Kayelle Drinkwater	1/11 Bourke Street Barton ACT 2600
2	Cathy Helen Rainsford	21/44 Jerrabomberra Avenue Narrabundah ACT 2604
3	Joel Kiteley and Henrietta Elizabeth Arup	3/11 Bourke Street Barton ACT 2600
4	Robert Bruce Watson	PO Box 16088 COLLINS ST WEST MELBOURNE VIC 8007
5	Yolande Joubert	211 FERN RD WILSON WA 6107
6	Sally Grace Nicholas	6/11 Bourke Street Barton ACT 2600
7	Mark William Hollow and Rosemary Elizabeth Hollow	7/11 Bourke Street Barton ACT 2600
8	Peter Clement Joachim Gent and Sally Ann Burnard	279 Shingle Hill Way Gundaroo NSW 2620
9	David Christopher Pearl	c/o BRIGHT PARTNERS REAL ESTATE PO BOX 3785 MANUKA ACT 2603
10	Jean Henderson	10/12-16 Darling Street Barton ACT 2600
11	Melissa Joy King	4 BURBIE ST HARRISON ACT 2914
12	Anne Mary Ross Fairbain	MCGRATH GUNGAHLIN PO Box 216 GUNGAHLIN ACT 2912
13	Nicholas John Blair Prosser	91 HAWKESBURY CR FARRER ACT 2607
14	Matthew Ernest Keith Neuhaus and Angela Margaret Neuhaus	Locked Bag 40 Kingston ACT 2604
15	Janette Elizabeth Williams	PO Box 53 TRUNDLE NSW 2875
16	Nicholas John Blair Prosser and Catherine Maree Prosser	91 Hawkesbury Crescent Farrer ACT 2607
17	Paul Charles Purcell and Lisa Chu-Ying Purcell	24 Beirne Street Monash ACT 2906
18	Bronwyn Kathleen Bishop	5 PRINCE ALFRED RD NEWPORT NSW 2106
19	Alexander Grzegorz Maria Gorecki	19/14 Darling Street Barton ACT 2000
20	Richard Andrew Lovett Adams	3 Belmore Garden Barton ACT 2600
21	Julia Maree Headford	BARTON COURT 21/14-16 DARLING ST BARTON ACT 2600
22	Trevor John Tier	PO Box 663 Jamison Centre ACT 2614
23	Elizabeth Jean Mullan	GPO Box 153 Canberra ACT 2601

24	Kristiane Walker and Barry Charles Walker	"Ledgerton" Mountain Creek Road, Yass 2582
25	Emma Jane Sekules	51 Carstensz Street Griffith ACT 2603
26	Vijawathy McPherson	6 Prescott St FARRER ACT 2607
27	Rebecca Louise Collins	27/14 Darling Street Barton ACT 2600
28	Robyn Joy Maxwell and John Richard Maxwell	110 RAY WHITE PROPERTY LOCKED BAG 3008 WODEN ACT 2606
29	Juliana McDonald	29/11 Bourke St BARTON ACT 2600
30	Michael Edward Cassin	49 MIDDLE HARBOUR LINDFIELD NSW 2070
31	Constantine Nikolakopoulos Raphael Francis Crowe	42/114 Route Des Morillons 3/48 Sturt St CP 500 CH-1211 GENÈVE SWITZERLAND G. F. H. ACT 2600
32	Edward Gilmour and Karen Dawn Gilmour	PO Box 3930 Manuka ACT 2603
33	Benjamin Peter Gerald Kemp and Johanna Stratton	33/12-16 Darling Street Barton ACT 2600
34	Michael Joseph Heath	20 Bougainville Street Manuka ACT 2603
35	David Edward James and Maria Petronella James	13 RAYNER RD WHALE BEACH NSW 2107
36	Denise Elizabeth Sheridan and Georgiana Sheridan	RAY WHITE PROPERTY LOCKED BAG 3008 WODEN ACT 2606
37	Anouska Maree Charles and Rory John Hunter	37/12-14 Darling Street Barton ACT 2600

TERM OF FURTHER LEASE (Must commence on the day after the date of the surrender)

Term	Grant Date	Commencement Date
99 years	16 MAY 2018	16 MAY 2018

EXECUTION BY OWNERS CORPORATION

Print full name of Owners

The Owners - Units Plan No 201



Common seal of Owners Corporation

Dated - 15/5/18

Print full name of authorised signatories under Common Seal
(The position of the signatory must be stated)

[Signature]
STRATA MANAGER
LIAM HAMBRIDGE

[Signature]
(witness)
3/14 Napier Ct
DEAKIN
ACT 2600

Signature of Authorised Signatories

Dated - 15/5/18

ACTPLA'S EXECUTION

Signed by the person duly authorised by the Planning and Land Authority (Please print full name of authorised signatory).


~~SAMUEL ZELLER~~

SAMUEL ZELLER



Signature of authorised person

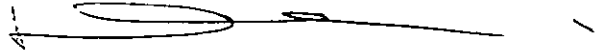
Dated -

16 MAY 2018

Print full name and address of witness

Nicky Cootes

16 Challis Street
DICKSON ACT 262



Signature of witness

Dated -

16 MAY 2018

OFFICE USE ONLY

Lodged by		Certificate of title lodged	
Data entered by		Certificates attached to title	
Registered by		Attachments / Annexures	
Registration date	10 OCT 2018	Production number	

Volume 794 Folio 88 Edition 1

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Barton Section 23 Block 1 on Deposited Plan 123 with 37 units on Unit Plan 201

Lease commenced on 16/05/2018, terminating on 15/05/2117

COMMON PROPERTY

Proprietor

The Owners - Units Plan No 201

c/ Link Strata Management PO Box 154 Curtin ACT, 2605

REGISTERED ENCUMBRANCES AND INTERESTS

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

Registered Date	Dealing Number	Description
12/09/1980	345613	Special Resolution Altering the Articles
17/06/2002	1266385	Special Resolution Altering Articles
13/12/2005	1443060	Application to Note Special Resolution
15/01/2018	2125810	Application to Note Special Resolution
10/10/2018	2175157	Further Lease Granted (DLA2175156)
13/11/2020	3035028	Application to Note Special Resolution
10/12/2021	3122092	Application to Note Special Resolution
02/11/2022	3202747	Application to Note Special Resolution
02/10/2025	3408648	Application to Note Special Resolution - Refer Instrument

End of interests

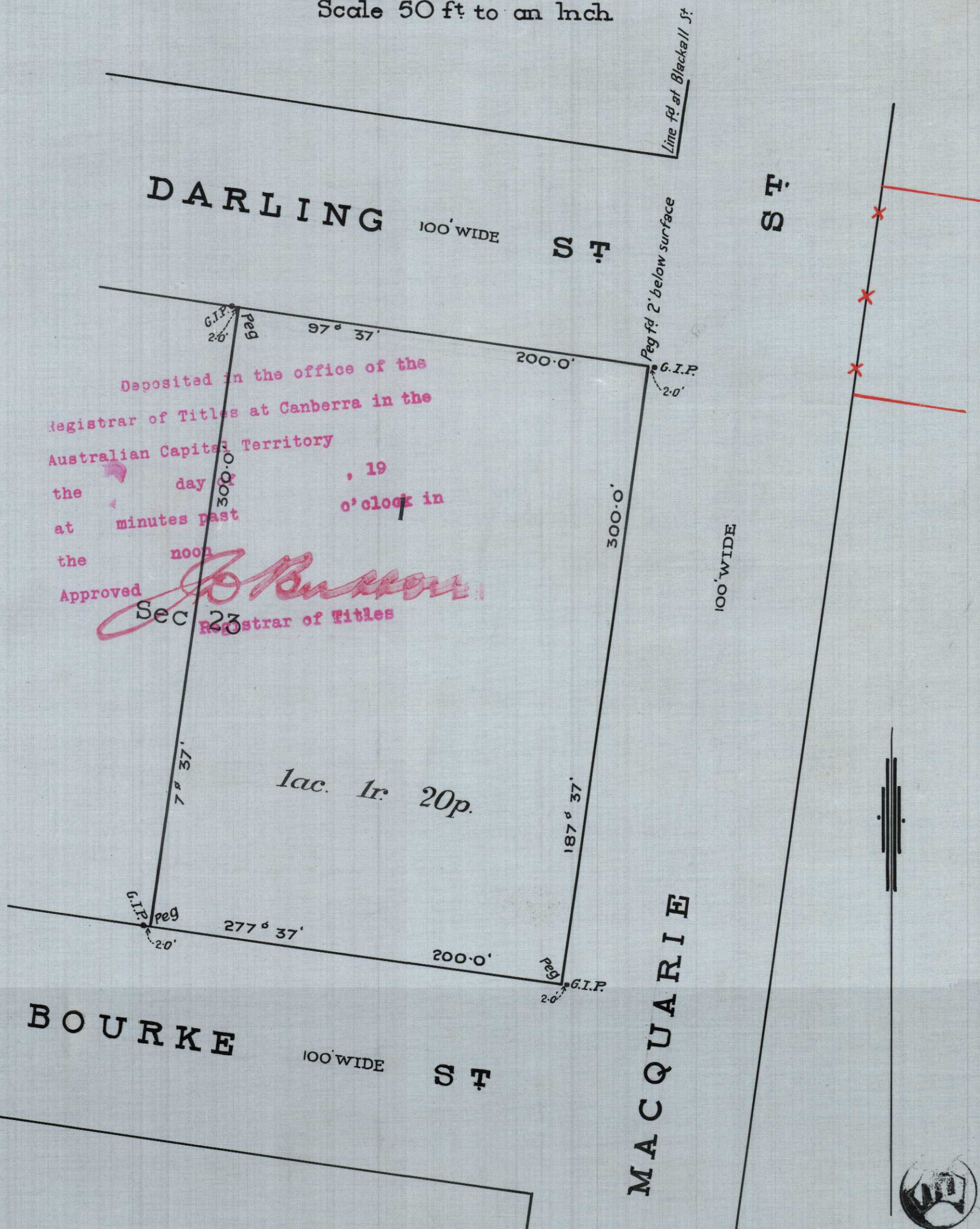
DEPOSITED PLAN N^o. S.P. N^o 123

PLAN OF
Block 1 Section 23

DIVISION OF BARTON
CANBERRA CITY DISTRICT
FEDERAL CAPITAL

Territory for the Seat of Government

Scale 50 ft to an inch



I certify that this plan is the plan prepared in accordance with sub-section 1 of section nine of the Districts Ordinance 1927.

NOTE: Nomenclature amended 21st June 1948

J. Boyle
Commonwealth Surveyor General

I Harry Maout of Canberra in the Territory for the Seat of Government of the Commonwealth a surveyor specially licensed by the Commonwealth of Australia under the provisions of the Real Property Ordinance 1925 do hereby solemnly and sincerely declare (a) that all boundaries and measurements shewn on this plan are correct (b) that all survey marks found and relevant physical objects on or adjacent to the boundaries are correctly represented (c) that all physical objects indicated exist in the positions shewn (d) that the whole of the material facts in relation to the land are correctly represented (e) that the survey has been made under my immediate supervision and I make this solemn declaration by virtue of the Statutory Declarations Act 1911-1922 conscientiously believing the statements contained herein to be true in every particular

Licensed Surveyor

Drawn by Lc 27-11-33
Examd. H.M.
Date of Survey 23-11-33
Field Book S.1060
From Meridian.

Declared at Canberra the 30th day of November 1933 before me

Commissioner for Declarations under the Statutory Declarations Act 1911-1922



AUSTRALIAN CAPITAL TERRITORY

LAND TITLES
OFFICE

SEP 8 11 44 AM '80

APPLICATION TO REGISTER ADDITION TO THE ARTICLES
OF THE PROPRIETORS OF UNITS PLAN NO. 201

345613

REAL PROPERTY ORDINANCE 1925,
REAL PROPERTY (UNIT TITLES) ORDINANCE

INSTRUCTIONS

Read Carefully

Typewriting or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black or blue-black non-copying ink.

The Proprietors of Units Plan No. 201 hereby apply for the registration of a Special Resolution, a true copy of which appears on this application. This Special Resolution making the alteration is included in the Minutes of the Inaugural Meeting of the proprietors of Units Plan No. 201 held at Canberra on the 3rd day of ~~SEPTEMBER~~ 1980 at which all members were present. The Special Resolution read:

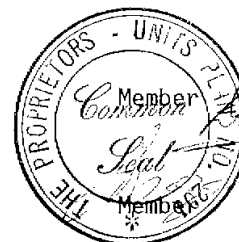
"It was further unanimously resolved to add a new Article 6 to the Articles of the Corporation. A copy of the resolution making the addition shall be lodged with the Registrar of Titles as required by Section 80(2) of the Unit Titles Ordinance. The new Article 6 is to read:

- 6.(1) Units 1-16 inclusive are heated with hot water by pipes and radiators connected to a furnace or furnaces located on part of the common property.
- (2) The Corporation shall maintain and repair the furnaces, pipes and radiators referred to in clause 6(1) and shall meet all running and maintenance costs for the operation of the furnaces including fuel charges.
- (3) The whole of the costs incurred by the Corporation pursuant to clause 6(2) of these Articles shall be borne by the proprietors of units 1-16 in the same proportion as the unit entitlement for each unit bears to the aggregate unit entitlement for units 1-16 inclusive.
- (4) Payments to be made by the proprietors of units 1-16 inclusive pursuant to clause 6(3) of these Articles shall be made to the Corporation at the same time as contributions are payable to the Corporation pursuant to Section 38 of the Ordinance.
- (5) Money expended by the Corporation pursuant to Section 47(1) of the Ordinance in the external repair and maintenance of each of the undermentioned groups of units shall be payable by the proprietors of units in that group in terms of Section 47(2) of the Ordinance rather than by all members of the Corporation. The groups referred to are:

Group 1 - units 1 to 8 inclusive
Group 2 - units 9 to 16 inclusive
Group 3 - units 17 to 37 inclusive"

DATED at Canberra in the Australian Capital Territory this ~~THIRD~~ day of ~~SEPTEMBER~~ 1980 and I certify that this application is correct for the purposes of the Real Property Ordinance 1925 and the Real Property (Unit Titles) Ordinance 1970.

THE COMMON SEAL of the proprietors)
of Units Plan No. 201 was)
hereunto affixed in the presence)
of all the members of the)
Corporation)



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

R.N. **845613**Lodged by James Bailey & CatesAddress GFS

DOCUMENTS LODGED		OFFICE USE ONLY		DOCUMENTS TO BE LODGED	
				Document	By whom
1.		Receiving Clerk		1.	
2.				2.	
3.				3.	
4.				4.	

PROGRESS RECORD		Initials	Date	REQUISITION	
				To	Particulars
Entered delivery book	..				
Fees Checked	..				
Register Book noted	..	<i>JB</i>			
Examined	..	<i>JB</i>			
Endorsed	..	<i>JB</i>			
Signed and sealed	..	<i>JB</i>			
Names Index noted	..				
Instrument filed	..	<i>JB</i>			

Particulars Entered in *unit Plan No.* 201
~~Register Book~~ Volume 201
 Folio 127 the 12th day of September
 19 80, at ten o'clock in the noon.



[Signature]

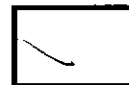
1266385



AUSTRALIAN CAPITAL TERRITORY GOVERNMENT

APPLICATION FORM

LAND TITLES ACT 1925



Document code

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.
BARTON	23	1			201

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. 201 hereby certify that the following is a true copy of Articles changed at the Annual General Meeting of the Corporation on 8 May 2002

MOTION

RESOLVED that the Corporation's Articles be amended by adding a new Article as follows:

- 6(1) A member of the Corporation being an owner of one of the units 1-16 must ensure that all floor space within the unit is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another unit.
- 6(2) This Article does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

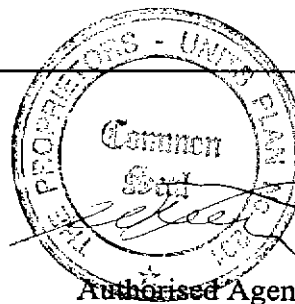
4. DATE

24 May 2002

5. EXECUTION

SIGNED IN MY PRESENCE BY THE APPLICANT.

The Common Seal of
The Owners – Units Plan 201
was hereunto affixed
in the presence of:



Authorised Agent

SIGNATURE OF APPLICANT.

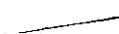
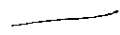
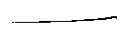
FULL NAME AND SIGNATURE OF WITNESS.

INSTRUCTIONS FOR COMPLETION

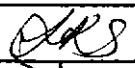
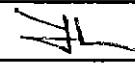
- * The information collected by this form is authorised by the *Land Titles Act 1925*, will be used for the purposes of that Act and will be available for search pursuant to sections 65 and 66 of that Act. It will also be made available to government agencies for statistical and administrative purposes 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.

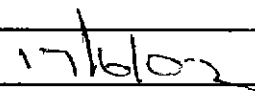
OFFICE USE ONLY

DOCUMENTS LODGED HEREWITH:

CERTIFICATE OF TITLE	CERTIFICATES	OTHER
		

CERTIFICATE OF REGISTRATION:

EXAMINED:	
VOLUME:FOLIO:	
REGISTERED:	

DATE:	
-------	---



SR\$1443060

19/10/2005 14:39:47



1443060

Canberra Units Plan Service

DX 24620 DEAKIN ACT

Locked Bag 6 DEAKIN ACT 2600

SR

Form 092

SPECIAL RESOLUTION

Box Number

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
794:88	BARTON	23	1

2. UNITS PLAN NUMBER

201

3. DETAILS OF AMENDMENT

That the attached amendments to the Articles of Units Plan 201 be adopted for registration by the Owners Corporation.

4. SUPPORTING DOCUMENTATION

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

5. DATE

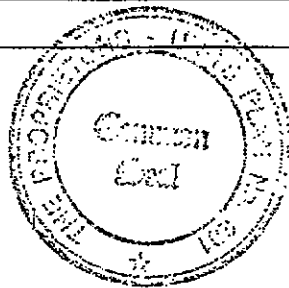
5 OCTOBER 2001

6. EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL

Executed by

Affixed in the presence of

MR I HUTCHINGS



By being signed by:

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

Signature	
Full Name (Block Letters)	
Address	
Office Held	

7. OFFICE USE ONLY

Lodged by		Certificates Lodged	
Data Entered by	No	Attachments Lodged	

Examined by		Certificate of Title Lodged	
Registered by	eli	Registration Date	21 OCT 2005

PRIVACY STATEMENT

21 OCT 2005

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 THE ANNUAL GENERAL MEETING OF THE OWNERS - UNITS PLAN NO. 201 HELD ON MONDAY 26 SEPTEMBER 2005 AT UNIT 1, AFA HOUSE, 39 GEILS COURT DEAKIN ACT AT 7.00 PM.

PRESENT: Mr N Howarth
Mr C Conybeare
Mrs C Prosser
Mr Fitzhardinge
Ms R MacAinsh
Ms W McGregor
Ms M Brander
Mr P Hawkey
Mr I Hutchings

PROXIES: Ms P Warn in favour of Mr C Conybeare
Mr R Watson
Mr Prosser in favour of Mrs C Prosser
Mrs P Purcell in favour of Ms W McGregor
Colonel J Fletcher, Mr & Mrs D James in favour of Mr Fitzhardinge
Mrs J Allen, Mrs M Kesteven, Mr & Mrs Cassin, Bs L Breust
All in favour of Mr I Hutchings

APOLOGIES: Mrs Fitzhardinge
Mr R Watson

1. Mr Hutchings was appointed chairperson for the meeting followed by acceptance of proxies.
2. The minutes of the previous Annual General Meeting were taken as read.
3. **MOTION 1**
RESOLVED and carried that the minutes of the previous Annual General Meeting be confirmed. Unit 30 abstained.
4. Matters arising from those minutes will be dealt with as the meeting progresses.

5. Financial Statements

There was discussion in regard to a couple of items on the Statement of Income and Expenditure and that being the Maintenance Heating \$330 should be moved to Heating Fund Account. The Managing Agent, to ensure that this is done in the next financial year and also an amount on 20/05/05 under Maintenance Gardens and Grounds an amount of \$1,001 – it is assumed that there has been a double up payment of Four Seasons Garden Service for the pruning of the hedges. The Managing Agent, confirms that this is in fact a BCMax error which is the computer program which drives the Body Corporate accounting system and is actually a double up and I can confirm that no double payment was made to Four Seasons Garden Services and the Finance Manager has assured that she will be able to correct this error which reduces the actual for Maintenance Gardens and Grounds from \$6,890.01 back to \$5,890, bringing this item to under budget. Also the area of security – it was noted that the fee now is possibly \$30-\$40 per month compared to

\$160 per month and this is for services of a random patrol on Fridays and Saturdays through the complex. There was considerable discussion, as to whether this should continue, it was felt that there have been a number of incidents over the last year within the complex and there may also have been a number of incidents where the Managing Agent was not informed. Those present felt that this was a good service to keep at a small cost of \$30-\$40 per month. There was also some concern in regard to a water account which had gone from a low on 04/08/04 of \$838.18 to a last account on 09/05/05 to \$2,797.45. The Managing Agent, to check the water account that will follow at the end of September and to see whether this is reduced or has continued to spike. It was also noted that in Units 17 to 37 there had been some expenses in regard to the painting of the common stairwells and further expense of the carpets which is a Sinking Fund expense to come out at a later date. There is also Sinking Fund expenses in regard to the painting and repair of the black wood work in the Bourke Street and Darling Street buildings during the year by Chris Bavarik Maintenance. It is noted that the financials are checked by the Executive Committee, at Committee meetings held during the year on a progressive basis.

MOTION 2

RESOLVED and carried that the financial statements be accepted as presented. Unit 30 abstained.

5. The Managing Agent, thanked the outgoing Committee for all their efforts during the year and asked those present to nominate for the Executive Committee, Mr Watson advised from Melbourne that he would be unlikely to stand for nomination to the Committee due to the constant travel and being based in Melbourne for a large part of the year. Ms McGregor expressed her wish not to stand for the Executive Committee this year.
Resolved that the following owners be elected to stand as the Executive Committee until the next Annual General Meeting-

Mr Chris Conybeare
Mr Jim Fitzhardinge
Mr Nick Prosser
Mr Nicholas Howarth
Ms Rilka MacAinsh
Ms Lorraine Breust
Ms Mary Brander

6. 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 own unit area regardless of whether they are owner/occupiers or landlords. Ms McGregor asked the Managing Agent why it was advised that a 5% increase would take place this year. The Managing Agent explained that the HIA and MBA advised of the increase in building costs and labour costs within the building industry made it a recommendation for a 5% increase this year.

Owners are informed that the existing insurance cover is held through Leonard Brown Insurance Services Pty Ltd with CGU Insurance Limited as follows:

POLICY NO. O6S2447438	Due 30/03/2006
Buildings	\$11,699,000
Public Liability	\$20,000,000
Fidelity Guarantee	\$20,000
Excess on claims: Nil	

POLICY NO. AR80371	Due 30/03/2006
Workers Compensation	Unlimited

MOTION 3

RESOLVED and carried that the existing Buildings insurance held by the Corporation be increased by 5% on renewal to \$12,284,000. Unit 30 voted 'no' on this motion.

8. Garden Report

Nicholas Howarth presented the Managing Agent and those present with a written report from the garden committee which gave a detailed list of activities over the last year in relation to the garden budget and proposed activities and budget over the next year. The proposed activities, are a guideline only for the year and was accompanied with a rough quote from Four Seasons Garden Services for the replanting of lost plants within the complex. Ms McGregor, raised concern that there was not enough focus on the Units 17 to 37 and that the garden committee should approach the Four Seasons Garden Services with a comprehensive look at replanting around the whole complex and not just concentrating on 1 to 8 and 9 to 16. There was considerable discussion regarding the barbeque area in the proposed activities. Those present felt that if an area was put aside such as paving, lighting etc, this would encourage late night revelry within the complex and from experiences with Bodies Corporate, late night revelry can be hard to maintain and curtail, during the summer hours in particular and there was considerable opposition to the idea of putting down a formal area such as a paved area, barbeques and seating arrangements. At present there are a number of garden chairs etc which are used by residents within the complex. It was thought best not to encourage an area where late night revelry could take place, it would be better focused during daylight and early summer hours in the evening. A copy is attached with the minute of the garden report from the garden committee for owners' consideration. Managing Agent thanked Nicholas Howarth and the garden committee for their efforts over the last year and in particular, for presenting the report to the Annual General Meeting.

9. Budget Discussion

The budget had been discussed at the pre-Annual General Meeting Committee meeting, there was one item to be moved and that was Maintenance Heating \$330. Those present agreed to move that small amount into Maintenance Gardens and Grounds of \$7,330 and the Maintenance Heating nil amount. This does not affect the bottom line. Managing Agent to amend the proposed budget and forward a copy of the amended budget with the minutes and levy notices of the Annual General Meeting. It was noted that a small increase in the Management Fee, this was the CPI increase only.

MOTION 4

RESOLVED and carried that the proposed Administrative Fund Budget for Unit 1-37 and Sinking Fund budget for Unit 1-37 be accepted as amended, that the amount for Heating Levy \$330 be moved to Maintenance Gardens and Grounds increasing that item to \$7330.

MOTION 5

RESOLVED and carried that the proposed Sinking Fund budget for Units 1 - 8 be accepted. Unit 30 abstained.

MOTION 6

RESOLVED and carried that the proposed Sinking Fund budget for Units 9 - 16 be accepted. Unit 30 abstained.

MOTION 7

RESOLVED and carried that the proposed Sinking Fund budget for Units 17 - 37 be accepted.

MOTION 8

RESOLVED and carried that the proposed Heating Fund budget for Units 1 - 16 be accepted. Unit 30 abstained.

10. Levies

MOTION 9

RESOLVED and carried that the Corporation determine a levy equal to the sum of the proposed Administrative Fund budget for Units 1 - 37 for the twelve month period commencing 01/12/2005 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 the quarter. If payment is not made within thirty days of the beginning of the quarter the right to pay by instalments may 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.

MOTION 10

RESOLVED and carried that the Corporation determine a levy equal to the sum of the proposed Sinking Fund budget for Units 1 - 8 for the twelve month period commencing 01/12/2005 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 the quarter. If payment is not made within thirty days of the beginning of the quarter the right to pay by instalments may 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. Unit 30 abstained.

MOTION 11

RESOLVED and carried that the Corporation determine a levy equal to the sum of the Sinking Fund budget for Units 9 - 16 for the twelve month period commencing 01/12/2005 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 the quarter. If payment is not made within thirty days of the beginning of the quarter the right to pay by instalments may 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. Unit 30 abstained.

MOTION 12

RESOLVED and carried that the Corporation determine a levy equal to the sum of the Sinking Fund budget for Units 17 - 37 for the twelve month period commencing 01/12/2005 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 the quarter. If payment is not made within thirty days of the beginning of the quarter the right to pay by instalments may 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.

MOTION 13

RESOLVED and carried that the Corporation determine a levy equal to the sum of the Heating Fund budget for Units 1 - 16 for the twelve month period commencing 01/12/2005 and to be contributed to in equal shares. Payment may be made by equal quarterly payments in advance provided payment is made within thirty days of the beginning of the quarter. If payment is not made within thirty days of the beginning of the quarter the right to pay by instalments may 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. Unit 30 abstained.

11. General Business

MOTION 14

RESOLVED and carried that old (undated) Article 6 be adopted as Default Article 14 to read as follows:

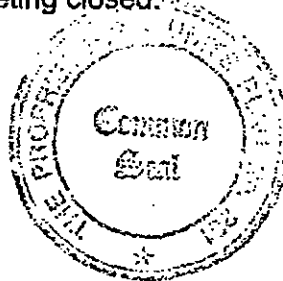
- '14(1) Units 1 - 16 inclusive are heated with hot water by pipes and radiators connected to a furnace or furnaces located on part of the common property.
- (2) The Corporation shall maintain and repair the furnaces, pipes and radiators referred to in clause 6(1) and shall meet all running and maintenance costs for the operation of the furnaces including fuel charges.
- (3) The whole of the costs incurred by the Corporation pursuant to clause 6(2) of these Articles shall be borne by the owners of units 1 - 16 in the same proportion as the unit entitlement for each unit bears to the aggregate unit entitlement for units 1 - 16 inclusive.
- (4) Payments to be made by the owners of units 1 - 16 inclusive pursuant to clause 6(3) of these Articles shall be made to the Corporation at the same time as contributions are payable to the Corporation pursuant to Section 60(3) of the Unit Titles Act 2001.
- (5) Money expended by the Corporation pursuant to Section 53 of the Unit Titles Act 2001 in the external repair and maintenance of each of the undermentioned groups of units shall be payable by the owners of units in that group in terms of Section 53(3) rather than by all members of the Corporation. The groups referred to are:
 - Group 1 - Units 1 to 8 inclusive
 - Group 2 - Units 9 to 16 inclusive
 - Group 3 - Units 17 to 37 inclusive.'

There was some concern raised in regard to storage of bicycles, pieces of furniture etc. in the hallways of all buildings of Barton Court. The Managing Agent reminds all owners that stairwells in Barton Court are A Class and as such under the ACT Fire Brigade rules that stairwells must be kept clear of all articles that may impede egress from the building in the case of emergency. It is noted that in the older buildings, there are some hall tables with light fittings etc. These are not included in that request. It is mainly bicycles, prams, boxes etc. that may be stored in hallways that should not be there. It was also noted that the redevelopment on Bourke Street and National Circuit, Macquarie Hostel complex has started. The Managing Agent to contact ACTPLA and request a response to the formal letter written by the Executive Committee regarding considerable concerns in regard to the development. It was noted that ACTPLA had responded with a letter advising that they had received the letter of concerns of the Executive Committee but no formal response to those concerns raised has ever been received. Managing Agent to follow up with ACTPLA.

Mr Fitzhardinge also advised that the regular gutter cleaning provider had had an accident and broken his leg, I was to obtain quotes for the gutter cleaning of the complex. Wilson Trade Services gave a quote to clean the block 17 to 37 at \$2,805 or all blocks within the complex – that is Bourke Street, Macquarie Street and Darling Street buildings for \$5,995. R n B Solutions quoted approximately \$5,000-\$7,000 per visit for the three buildings. The Managing Agent to get back to the original provider and see what his status is in regard to continuing the work that he has done for a number of years.

There being no further business the meeting closed.

CHAIRPERSON





ACT
Government

Justice and Community Safety

LA
OFFICE OF REGULATOR
ACT Justice and Community Safety



SR\$2125810

01/12/2017 12:57:42 SHAWJ

2125810

SPECIAL RESOLUTION BY OWNERS CORPORATION

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
Link Strata Management	PO BOX 154 CURTIN ACT 2605	02 6260 3722

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
794: 88 323 & 94	Barton	23	1	201

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

New rules approved for addition to existing.

SUPPORTING DOCUMENTATION

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

- ☒ 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) LIAM HAMBRIDGE	Full Name (Block Letters) MAREE JOHNSTON
Address PO BOX 154 CURTIN ACT 2605	Address PO BOX 154 CURTIN ACT 2605
Office Held STRATA MANAGER	Office Held FINANCIAL ACCOUNTANT

OFFICE USE ONLY

Lodged by	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		
Registered by	Registration Date	15 JAN 2018

UNITS PLAN 201 RULES

1 Definitions etc

(1) In these rules:

executive committee representative means a person authorised in writing by the executive committee under article 11 (4).

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

(2) A word or expression in the *Unit Titles Act 2001* and the *Unit Titles Regulation 2001* has the same meaning in these rules.

2 Payment of rates and taxes by unit Owners

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

3 Repairs and maintenance

- (1) A unit owner must ensure that the unit is in a state of good repair.
- (2) A unit owner must carry out any work in relation to the unit, and do anything else in relation to the unit, that is required by any Territory law.
- (3) External Painting only be allowed during the period 1 October to 15 April. (Article 3(3) was resolved at AGM held 25/8/2010)

4 Erections and alterations

- (1) A unit owner may erect or alter any structure in or on the unit or in or on the common property only:
 - (a) in accordance with an ordinary resolution of the Executive Committee or if the Executive Committee is not able or willing to pass such a resolution then by special resolution of the Corporation; 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.





5 Use of common property

- (1) 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.
- (2) Residents are not permitted to store, in the common stairwells of any Barton Court buildings, any items, including bicycles and prams (as per the mandatory Common Area Safety Report 2013), that may cause a trip hazard or impede the egress of any person in the event of an emergency. Failure to comply will result in the item/s being removed by the Owners Corporation, and payment for the removal of such items and any damage to the common property caused by the storage/removal of such items will be the responsibility of the Unit Owner.

6 Hazardous use of unit

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

7 Use of unit - nuisance or annoyance

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

8 Noise

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



9 Animals and birds

- (1) A unit owner may keep an animal, or allow an animal to be kept, within the unit or the common property only with the consent of the Owners Corporation.
- (2) The Owners Corporation may give consent under this section with or without conditions.
- (3) However, the Owners Corporation's consent must not be unreasonably withheld.
Note: An owner or occupier of a unit may apply to the ACAT to resolve a dispute with the Owners Corporation about keeping an animal, or allowing an animal to be kept (see 123),
- (4) In this section:
animal includes-
 - (a) an amphibian; and
 - (b) a bird; and
 - (c) a fish; and
 - (d) a mammal (other than a human being); and
 - (e) a reptile.

10 Illegal use of unit

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

11 What may an executive committee representative do?

- (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 *Unit Titles Act 2001* or the articles in relation to a unit-inspect the unit to investigate the breach;
 - (b) carry out any maintenance required under the Act or these articles;
 - (c) do anything else the owners corporation is required to do under the Act or these articles.
- (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 subarticle (1).
- (3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in sub-article (1) unless-
 - (a) the executive committee or the representative has given the owner, occupier or user of the unit reasonable notice of his or her intention to do the thing; or
 - (b) in an emergency, it is essential that it be done without notice.
- (4) The executive committee may give a written authority to a person to represent the corporation under this article.



12 Seal of Owners Corporation

- (1) For the attaching of the Common Seal of the Owners Corporation to a document to be effective, the Strata Manager is allowed to apply the seal to all statutory documents required under the Unit Titles (Management) Act; including Section 119 certificates and notices of reduced quorums
- (2) The Executive Committee to approve the application of the Common Seal on all other documents, including contracts and service agreements.

13 Units 1-16 Floor space

A unit owner must not install a timber or tile floor in his or her unit unless the following conditions have been met:

- (1) The proposed flooring is installed in accordance with an ordinary resolution of the Executive Committee or, if the Executive Committee is not able or willing to pass such resolution, then by special resolution of the Owners Corporation;
- (2) prior to installation, the proposed flooring has been designed and approved by an accredited acoustic consultant to minimise the transmission of noise to adjoining units: and,
- (3) following installation, the unit owner/s provide the Managing Agent with a certificate from the accredited acoustic consultant that the timber or the tiled floor complies with the design approved under paragraph (2).

14 Units 1-16 Heating

- (1) Units 1 - 16 inclusive are heated with hot water by pipes and radiators connected to a furnace or furnaces located on part of the common property.
 - > The heating is to be turned on and off on the second Friday of April and October respectively, each year
 - > Variations to this timing require written approval by the Owners Corporation.
- (2) The Corporation shall maintain and repair the furnaces, pipes and radiators referred to in clause 6(1) and shall meet all running and maintenance costs for the operation of the furnaces including fuel charges.
- (3) The whole of the costs incurred by the Corporation pursuant to clause 6(2) of these Articles shall be borne by the Owners of units 1 - 16 in the same proportion as the unit entitlement for each unit bears to the aggregate unit entitlement for units 1 - 16 inclusive for the period outlined above.
 - > Following approval from the Owners Corporation, an owner may elect to pay for all of the heating consumed outside of the above periods where the majority of Owners have not supported the additional time.
- (4) Payments to be made by the Owners of units 1 - 16 inclusive pursuant to clause 6(3) of these Articles shall be made to the Corporation at the same time as contributions are payable to the Corporation pursuant to Section 60(3) of the Unit Titles Act 2001.
- (5) The cost of electricity to operate the boilers is to be charged to the Heating Fund. This amount is calculated as the extra electricity cost during the 6 month period when heating is provided to Units 1-16



15 Carports

To maintain the appearance of the complex, unit carports should be well maintained at all times. The carports will be steam cleaned annually in spring. They must not be used as storage areas.

Acceptable items in the carports include bicycles and mobility aids such as scooters or walking frames. Flammable items such as cardboard boxes, furniture etc present a fire hazard and must not be stored in carports. Requests to remove flammable or other stored items will be made to both residents and owners. If such items remain in the carport for more than a week, they will be removed by the Owners Corporation. Any charge incurred by their removal will be passed to unit Owners.

16 Pot plants in common areas

To maintain the appearance of the complex, pot plants should be well maintained at all times and limited in number. In the main, pot plants should be limited to the balconies of Units 17- 39.

Pots can be terracotta, black or neutral in colour with a maximum of five (5) per unit to be placed immediately outside units. Additional pots can be placed in the common area following written approval from adjacent neighbours and the Owners Corporation.

17 Balconies and Verandahs

To maintain the appearance of the complex, unit balconies and verandahs should be well maintained at all times. Acceptable items on balconies and verandahs include well-maintained garden and outdoor furniture and potted plants.

Balconies and verandahs must not be used as storage areas for cleaning and other household items. Laundry racks should be kept below height of the balcony and will be allowed only on the balconies on the Macquarie Street side.

All plants should have drip trays under their pots to prevent water penetrating the surface and possibly causing seepage damage to adjacent units. Creepers and vines trained along balcony railings (intertwined) are not permitted as they compromise the integrity of the building architecture and can damage the building surface, causing maintenance problems, including costly re-painting. If such damage occurs, the owner will be liable for the cost of repairs and maintenance and not the Owners Corporation.

18. Separate Sinking Funds

- (a) The sinking fund established pursuant to the Unit Titles Management Act 2001 for Units Plan 201 shall be levied, managed, and reported on in respect of the Old Building Units and New Building Units on a differential basis having regard to:

- (i) Their projected needs;
- (ii) Their projected costs;
- (iii) Their anticipated future expenditure from the sinking fund.



- (b) The four (4) Sinking Funds to be levied, managed and reported on are as follows:
 - (i) Old Building Units 1-8;
 - (ii) Old Buildings Units 9-16;
 - (iii) New Building Units 17-37; and
 - (iv) The Common Areas.
- (c) All repairs and maintenance costs for each building shall be attributed to the relevant building without exception.

19. Voting at General Meetings

- (1) All owners must be financial and any cheques for arrears must be cleared on or before the date of a General Meeting. If this is not the case, owner will not be entitled to vote.

20. Recoupment of Costs of Debt Collection

- (a) If the Owners corporation incurs legal or other costs in any legal or administrative action against a unit holder, including action to recover amounts owing pursuant to section 95 of the Unit Titles (Management) Act 2011, then, provided the legal or administrative action was commenced by the Owners Corporation in good faith, the unit holder shall, be liable to pay the Owners Corporation the full amount of the legal fees or other costs incurred in the legal or administrative action.
- (b) 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/s.
- (d) Notwithstanding clause 1, the Owners Corporation shall not be entitled to recover any legal fees or other costs from the unit owner unless the Owners Corporation first provides to the unit owner a copy of invoices or, where the amount has already been paid by the Owners Corporation, receipts to evidence the amount due or paid by the Owners Corporation. If the unit holder fails to pay the legal fees or other costs in accordance with clause 1, the Owners Corporation may declare that a charge is to be imposed over the lease of the unit to secure payment of those costs and the unit holder shall not be entitled to object or seek to remove the registration of that charge over the lease of the unit.

21. RULE 21. Unauthorised Leasing

The Units Plan 201 Owner's Corporation prohibit any unit to be leased as a temporary use of short stay accommodation such as Air BnB, motel/hotel residence or similar by unit owners or their leased tenants/residents.



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

Part A Details of reduced quorum decisions

A1 The Owners Units Plan No: 201

A2 Annual General / General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on:- 24th August 2017

Tick applicable box, or both boxes if applicable:

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

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

A3 Reduced Quorum Decisions

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

Date of decision

Full text of reduced quorum decision

24 August 2017

See Attached Minutes

A4 Owners Corporation Declaration

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

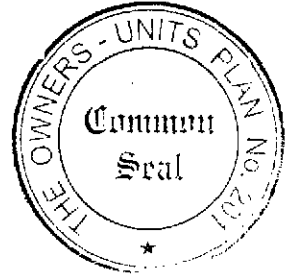
24 August 2017 [date of affixing seal]

Liam Hambridge Signature

Manager for Units Plan 201 Designation



Common Seal



**ANNUAL GENERAL MEETING MINUTES 2017
UNITS PLAN NO. 201 – Barton Court**

- HELD:** Thursday, 24th August, 2017 at 6 p.m.
National Press Club, Barton
- PRESENT:** Mr P Gent & Ms S Burnard (Unit 8), Mr M Body on behalf of Mrs A Fairburn (Unit 12), Ms JE Williams (Unit 15), Mrs J Allen (Unit 21), Ms E Mullan (Unit 23), Ms V McPherson (Unit 26), Ms R Collins (Unit 27), Ms J McDonald (Unit 29), Mr E & Ms K D Gilmour (Unit 32)
- IN ATTENDANCE:** Mr Liam Hambridge and Mr Anthony Johnson representing Link Strata Management.
- PROXIES:** Mr R Watson (Unit 4) proxy Chair, Mr M & Ms R Hollow (Unit 7) proxy owners Unit 8, Mr M Neuhaus (Unit 14) proxy Chair, Mr & Mrs Walker (Unit 24) proxy Ms V McPherson, Mr M Cassin (Unit 30) voting paper (Agree motions 1-9 Disagree motion 10),
- CHAIR:** Mr Ed Gilmour of Unit 32 was elected Chairperson.
- APOLOGIES:** Mr R Adams (Unit 20),
- QUORUM:** A quorum was not present however, the meeting proceeded on a Reduced Quorum basis per Section 3.9 of the *Unit Titles (Management) Act 2011*.

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

1. Previous Minutes

It was resolved that the Minutes of the previous General Meeting dated 1 September 2016 be adopted as presented. **CARRIED**

2. Financial Statements

It was resolved that the financial statements for the period 1/7/16 to 30/6/17 be accepted as presented. **CARRIED**

- 3. Proposed Administrative Fund Budget (All Units)** – It was resolved by *ordinary resolution* that the proposed Administrative Fund expenditure budget of \$81,485.00 excluding GST and levy contributions of \$70,000.00 excluding GST be adopted, and that levy contributions be determined in accordance with the adopted budget, and that they be payable in four equal instalments being 1 October 2017, 1 December 2017, 1 March 2018 and 1 June 2018.

CARRIED

- 4. Proposed Common Sinking Fund Budget (All Units)** It was resolved by *ordinary resolution* that the proposed Sinking Fund expenditure budget of \$0.00 excluding GST and levy contributions of \$4,000.00 excluding GST be adopted and the levy contributions be determined in accordance with the adopted budget, and that they be payable in four equal instalments being 1 October 2017, 1 December 2017, 1 March 2018 and 1 June 2018.

CARRIED

5. **Proposed Heating Fund Budget for Units 1-16** – To resolve by *unopposed resolution* that the proposed Sinking Fund Expenditure budget of \$27,000.00 excluding GST and levy contributions of \$10,000.00 excluding GST be adopted and that levies be determined in accordance with the adopted budget, and that they be payable in four equal instalments being 1 October 2017, 1 December 2017, 1 March 2018 and 1 June 2018. **CARRIED**
6. **Proposed Sinking Fund Budget for Units 1-8** – To resolve by *unopposed resolution* that the proposed Sinking Fund Expenditure budget of \$6,930.00 excluding GST and levy contributions of \$10,000.00 excluding GST be adopted and that levies be determined in accordance with the adopted budget, and that they be payable in four equal instalments being 1 October 2017, 1 December 2017, 1 March 2018 and 1 June 2018. **CARRIED**
7. **Proposed Sinking Fund Budget for Units 17-37** – To resolve by *unopposed resolution* that the proposed Sinking Fund Expenditure budget of \$4,430.00 excluding GST and levy contributions of \$1,000.00 excluding GST be adopted and that levies be determined in accordance with the adopted budget, and that they be payable in four equal instalments being 1 October 2017, 1 December 2017, 1 March 2018 and 1 June 2018. **CARRIED**
8. **Proposed Sinking Fund Budget for Units 9-16** – To resolve by *unopposed resolution* that the proposed Sinking Fund Expenditure budget of \$4,500.00 excluding GST and levy contributions of \$15,000.00 excluding GST be adopted and that levies be determined in accordance with the adopted budget, and that they be payable in four equal instalments being 1 October 2017, 1 December 2017, 1 March 2018 and 1 June 2018. **CARRIED**

Period of Levy	Levy Due Date
1 September 2017 to 30 November 2017	1 October 2017
1 December 2017 to 28 February 2018	1 December 2017
1 March 2018 to 31 May 2018	1 March 2018
1 June 2018 to 31 August 2018	1 June 2018

9. **UP201 Lease Renewal** – The Owner's Corporation authorise Link Strata Management and the Executive Committee to act on behalf of Units Plan 201 in renewal of the current 99-year lease. **CARRIED**
10. **Short Stay Accommodation Leasing Prohibition Rule-** The Owner's Corporation authorise via Special Resolution an addition to the current UP201 Registered Rules to prohibit the use of any unit to be used as an Air BNB property with Rule as follows-

RULE 21. Unauthorised Leasing

The Units Plan 201 Owner's Corporation prohibit any unit to be leased as a temporary use of short stay accommodation such as Air BnB, motel/hotel residence or similar by unit owners or their leased tenants/residents.

FAILED

Secretarial Note: Rule addition vote 14 For and 1 Against with wording amendment as follows:

RULE 21. Unauthorised Leasing

The Units Plan 201 Owner's Corporation prohibit any unit to be leased as a short stay accommodation such as Air BnB, motel/hotel residence or similar by unit owners or their leased tenants/residents.

CARRIED





11. Election of Executive Committee

It was resolved by *ordinary resolution* that the following seven (7) Owners were elected to form the Executive Committee:

- Mr R Watson (Unit 4)
- Mr M Neuhaus (Unit 14)
- Ms R Collins (Unit 27)
- Mr E Gilmour (Unit 32)
- Mr P Gent (Unit 8)
- Ms V McPherson (Unit 26)
- Ms J McDonald (Unit 29)

CARRIED

14. General Business

14.1 Items raised by owner of unit 7 via proxy correspondence were noted and have been added to the maintenance schedule for the incoming Executive Committee for consideration.

- Cleaning of first floor windows
- Garden mulching
- Bollards
- Garden table alongside units 1-8

Additional items discussed also added to the schedule

- Stairwell common carpet cleaning
- Chimney cleaning to be investigated to ascertain whether common or owner responsibility
- Water pressure testing to main water supply to the complex

14.2 Common Lighting- issue raised with faulty common area lights. It was noted that approval has been given to LED lighting upgrade which is being undertaken throughout Barton Court

With no further business, the meeting closed at 6:48 p.m.



Access
Canberra

Chief Mini



SR\$3035028

03/11/2020 11:16:53 Spe

ES

A

te

3035028

BY OWNERS CORPORATION

SR

Land Titles Act 1925

LODGING PARTY DETAILS

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

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
794:88	Barton	23	1	201

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

New rules approved for addition to existing.

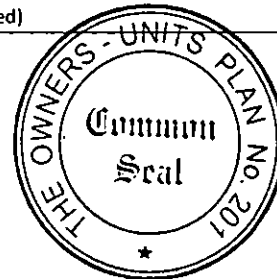
SUPPORTING DOCUMENTATION

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

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

COMMON SEAL OF OWNERS CORPORATION

(Seal must be affixed)



CERTIFICATION *Delete the inapplicable

Applicant

~~*The Certifier has taken reasonable steps to verify the identity of the Registered Proprietor/Managing Agent or his, her or its Administrator or attorney.~~

~~*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.~~

*The Certifier has retained the evidence to support this Registry Instrument or Document.

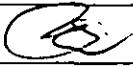
*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

< MAREE JOHNSTON >
< FINANCE MANAGER >

A. J. Spencer

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

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		Evidence Manager Appointed	Yes ☐
Registered by	13 NOV 2020 	Registration Date	

Self represented party
lodgement pack sighted
A.f. Spencer
03.11.2020

Unit Titles (Management) Act 2011

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions

A1 The Owners Units Plan No.: 201

A2 Annual General / General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on:- 24 August 2020

Tick applicable box, or both boxes if applicable:

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

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

A3 Reduced Quorum Decisions

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

Date of decision

Full text of reduced quorum decision

24 August 2020

See Attached Minutes

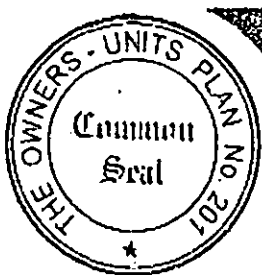
A4 Owners Corporation Declaration

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

Date 26 August 2020 *[of affixing seal]*

Signed: *Anthony Johnston*

Designation: Strata Manager for Units Plan No. 201



Common Seal

**ANNUAL GENERAL MEETING MINUTES
UNITS PLAN NO. 201 – BARTON COURT
12-16 DARLING STREET, BARTON ACT 2600**

HELD: Monday, 24 August 2020 at 5:00 p.m.
Zoom Conference Meeting hosted by Link Strata Management – 3/14 Napier
Close, Deakin ACT 2600

MEETING FORMALITIES

PRESENT: Ms C Rainsford, Ms H Arup, Mr R Watson, Mrs R Hollow, Mr P Gent, Ms S Burnard, Ms J Henderson, Ms J Allen, Mr T Tier, Ms E Mullan, Ms R Collins, Ms J McDonald, Mr C Nikolakopoulos, Mr M McCann, Ms A Charles.

IN ATTENDANCE: Mr A Johnston & Ms G Morris representing Link Strata Management.

PROXIES/ABSENTEE VOTES:

Unit 11: proxy to Chairperson (directed vote),
Unit 12: proxy to Peter Gent,
Units 13 & 16: proxy to Cathy Rainsford,
Unit 26: absentee voting paper.

APOLOGIES: Mrs V McPherson

CHAIR: Mr Peter Gent acted as the Chairperson.

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

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

Previous Minutes

MOTION 1: It was resolved that the minutes of the previous Annual General Meeting dated 30th July 2019 be accepted as presented.

CARRIED

Financial Statements

MOTION 2: It was resolved that the financial statements for the period 1 July 2019 to 30 June 2020 be accepted as presented.

CARRIED

Administrative Fund Budget (All Units)

MOTION 3: It was resolved that the proposed Administrative Fund expenditure budget of \$83,650.00 (excluding GST) and levy contribution of \$80,000.00 (excluding GST) be adopted, and that levies be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 1 October 2020, 1 December 2020, 1 March 2021 and 1 June 2021.

CARRIED



Sinking Fund – Common Property - All Units

MOTION 4: It was resolved that the proposed Sinking Fund expenditure budget of \$3,000.00 (excluding GST) and levy contributions of \$2,000.00 (excluding GST) be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 1 October 2020, 1 December 2020, 1 March 2021 and 1 June 2021.

CARRIED

Chimney Cleaning Units 1-8 and 9-16

MOTION 5: It was resolved by *unopposed resolution* that the Owners Corporation agrees that:

- a. the costs of \$8,000 (excluding GST) for the chimneys clean will be paid from those buildings' two Sinking Funds.
- b. levies for those Sinking Funds are increased with immediate effect to cover the cost of the chimney cleaning over the next four years (\$2,000 excluding GST a year); and
- c. these additional components of the levies may be reduced by subsequent AGMs if the Sinking Funds are judged to have been restored to acceptable balances.

CARRIED AS AN UNOPPOSED RESOLUTION

Insulation Units 1-8 and 9-16

MOTION 6: The *unopposed resolution* that the Owners Corporation agrees that:

- a. as soon as practicable, the insulation in the roof spaces of the older buildings will be replaced.
- b. the costs of \$32,153 (excluding GST) for the insulation will be paid from those buildings' two Sinking Funds.
- c. levies for those Sinking Funds are increased with immediate effect to cover the cost of the insulation work over the next eight years (\$4,000 excluding GST a year); and
- d. these additional components of the levies may be reduced by subsequent AGMs if the Sinking Funds are judged to have been restored to acceptable balances failed.

MOTION FAILED

Sinking Fund – Units 1-8

MOTION 7: It was resolved by *unopposed resolution* that the proposed Sinking Fund expenditure budget of \$11,500.00 (excluding GST) and levy contributions of \$10,000.00 (excluding GST) be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 1 October 2020, 1 December 2020, 1 March 2021 and 1 June 2021.

CARRIED AS AN UNOPPOSED RESOLUTION



Sinking Fund – Units 9-16

MOTION 8: It was resolved by unopposed resolution that the proposed Sinking Fund expenditure budget of \$11,500.00 (excluding GST) and levy contributions of \$10,000.00 (excluding GST) be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 1 October 2020, 1 December 2020, 1 March 2021 and 1 June 2021.

CARRIED AS AN UNOPPOSED RESOLUTION

Sinking Fund – Units 17-37

MOTION 9: It was resolved that the proposed Sinking Fund expenditure budget of \$3,000.00 (excluding GST) and levy contributions of \$1,000.00 (excluding GST) be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 1 October 2020, 1 December 2020, 1 March 2021 and 1 June 2021.

CARRIED AS AN UNOPPOSED RESOLUTION

Heating Fund – Units 1-16

MOTION 10: It was resolved that the proposed Heating Fund expenditure budget of \$25,000.00 (excluding GST) and levy contributions of \$27,000.00 (excluding GST) be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 1 October 2020, 1 December 2020, 1 March 2021 and 1 June 2021.

CARRIED AS AN UNOPPOSED RESOLUTION

Secretarial Note: The incoming Executive Committee was requested to review opportunities for reducing the costs of the heating in Units 1 to 16. EC to action.

Secretarial Note: Levies to be due as follows:

Period of Levy	Levy Due Date
1 September 2020 to 30 November 2020	1 October 2020
1 December 2020 to 28 February 2021	1 December 2020
1 March 2021 to 31 May 2021	1 March 2021
1 June 2021 to 31 August 2021	1 June 2021

Gardening Sub Committee (GSC) Guidelines

MOTION 11: It was resolved that the Owners of Units Plan No. 201 agree on a set of guidelines (Version 1 - Dated: 03-08-2020) for the Gardening Sub Committee to follow. GSC to liaise quarterly with the gardener and Executive Committee.

CARRIED



Rules of the Owners Corporation – Correspondence to Be Sent by Email

MOTION 12: It was resolved by *special resolution* that the Owners Corporation resolves to add the below rule to the Registered Rules.

22. All Strata Related Correspondence including General Meeting papers may be sent by email

For the purpose of giving notice of a general meeting of Schedule 3, Section 3.6 of the *Unit Titles (Management) Act 2011*, notices and all other general correspondence will be sent by email to an address notified for this purpose by the owner. If no email address is nominated to the Strata Manager, the notice will be sent by post

CARRIED AS A SPECIAL RESOLUTION

Management Agreement

MOTION 13: It was resolved that the Owners Corporation enter into an agreement with Link Corporate Services trading as Link Strata Management for two (2) years and the fees be in accordance with the Strata Management Agreement.

CARRIED

Election of Executive Committee

The owners present discussed the requirements to have more than seven committee members as ten owners were nominated to form the Executive Committee. The Strata Manager advised that to have more than seven members on the Executive Committee a special resolution was required. It was noted that the current motion in the notice was an ordinary resolution to appoint three to seven members.

As it was reduced quorum meeting and it was considered that no absent owner would be disadvantaged by having an Executive Committee of ten it was agreed that if the motion passed as a special resolution then the ten owners nominated would form the Executive Committee.

MOTION 14: It was resolved by *special resolution* that the Owners Corporation agrees to appoint the following Owners to form the Executive Committee until the next Annual General Meeting:

Cathy Rainsford, Rosemary Hollow, Pent Gent, Michael Body, Viji McPherson, Rebecca Collins, Julie McDonald, Con Nikolakopoulos, Michael McCann, Anouska Charles.

CARRIED AS A SPECIAL RESOLUTION

General Business

1. Review of the Sinking Fund Forecast Plan. This matter was to be considered by the incoming Executive Committee.
2. Status of the Insurance Works. It was noted the owners would like additional detail on the status of the insurance works other than that provided in the Executive Report. It was agreed additional updates to be provided to owners. Link/EC to action.

With no further business the meeting closed at 6:15 p.m.



UNITS PLAN 201 RULES

1 Definitions etc

(1) In these rules:

executive committee representative means a person authorised in writing by the executive committee under article 11 (4).

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

(2) A word or expression in the *Unit Titles Act 2001* and the *Unit Titles Regulation 2001* has the same meaning in these rules.

2 Payment of rates and taxes by unit Owners

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

3 Repairs and maintenance

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

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

(3) External Painting only be allowed during the period 1 October to 15 April. (Article 3(3) was resolved at AGM held 25/8/2010)

4 Erections and alterations

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

(a) in accordance with an ordinary resolution of the Executive Committee or if the Executive Committee is not able or willing to pass such a resolution then by special resolution of the Corporation; 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.



5 Use of common property

- (1) 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.
- (2) Residents are not permitted to store, in the common stairwells of any Barton Court buildings, any items, including bicycles and prams (as per the mandatory Common Area Safety Report 2013), that may cause a trip hazard or impede the egress of any person in the event of an emergency. Failure to comply will result in the item/s being removed by the Owners Corporation, and payment for the removal of such items and any damage to the common property caused by the storage/removal of such items will be the responsibility of the Unit Owner.

6 Hazardous use of unit

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

7 Use of unit-nuisance or annoyance

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

8 Noise

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



9 Animals and birds

- (1) A unit owner may keep an animal, or allow an animal to be kept, within the unit or the common property only with the consent of the Owners Corporation.
- (2) The Owners Corporation may give consent under this section with or without conditions.
- (3) However, the Owners Corporation's consent must not be unreasonably withheld.
Note: An owner or occupier of a unit may apply to the ACAT to resolve a dispute with the Owners Corporation about keeping an animal, or allowing an animal to be kept (see 123),
- (4) In this section:
animal includes-
 - (a) an amphibian; and
 - (b) a bird; and
 - (c) a fish; and
 - (d) a mammal (other than a human being); and
 - (e) a reptile.

10 Illegal use of unit

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

11 What may an executive committee representative do?

- (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 *Unit Titles Act 2001* or the articles in relation to a unit-inspect the unit to investigate the breach;
 - (b) carry out any maintenance required under the Act or these articles;
 - (c) do anything else the owners corporation is required to do under the Act or these articles.
- (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 subarticle (1).
- (3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in sub-article (1) unless-
 - (a) the executive committee or the representative has given the owner, occupier or user of the unit reasonable notice of his or her intention to do the thing; or
 - (b) in an emergency, it is essential that it be done without notice.
- (4) The executive committee may give a written authority to a person to represent the corporation under this article.



12 Seal of Owners Corporation

- (1) For the attaching of the Common Seal of the Owners Corporation to a document to be effective, the Strata Manager is allowed to apply the seal to all statutory documents required under the Unit Titles (Management) Act; including Section 119 certificates and notices of reduced quorums
- (2) The Executive Committee to approve the application of the Common Seal on all other documents, including contracts and service agreements.

13 Units 1-16 Floor space

A unit owner must not install a timber or tile floor in his or her unit unless the following conditions have been met:

- (1) The proposed flooring is installed in accordance with an ordinary resolution of the Executive Committee or, if the Executive Committee is not able or willing to pass such resolution, then by special resolution of the Owners Corporation;
- (2) prior to installation, the proposed flooring has been designed and approved by an accredited acoustic consultant to minimise the transmission of noise to adjoining units: and,
- (3) following installation, the unit owner/s provide the Managing Agent with a certificate from the accredited acoustic consultant that the timber or the tiled floor complies with the design approved under paragraph (2).

14 Units 1-16 Heating

- (1) Units 1 - 16 inclusive are heated with hot water by pipes and radiators connected to a furnace or furnaces located on part of the common property.
 - The heating is to be turned on and off on the second Friday of April and October respectively, each year
 - Variations to this timing require written approval by the Owners Corporation.
- (2) The Corporation shall maintain and repair the furnaces, pipes and radiators referred to in clause 6(1) and shall meet all running and maintenance costs for the operation of the furnaces including fuel charges.
- (3) The whole of the costs incurred by the Corporation pursuant to clause 6(2) of these Articles shall be borne by the Owners of units 1 - 16 in the same proportion as the unit entitlement for each unit bears to the aggregate unit entitlement for units 1 - 16 inclusive for the period outlined above.
 - Following approval from the Owners Corporation, an owner may elect to pay for all of the heating consumed outside of the above periods where the majority of Owners have not supported the additional time.
- (4) Payments to be made by the Owners of units 1 - 16 inclusive pursuant to clause 6(3) of these Articles shall be made to the Corporation at the same time as contributions are payable to the Corporation pursuant to Section 60(3) of the Unit Titles Act 2001.
- (5) The cost of electricity to operate the boilers is to be charged to the Heating Fund. This amount is calculated as the extra electricity cost during the 6 month period when heating is provided to Units 1-16



15 Carports

To maintain the appearance of the complex, unit carports should be well maintained at all times. The carports will be steam cleaned annually in spring. They must not be used as storage areas.

Acceptable items in the carports include bicycles and mobility aids such as scooters or walking frames. Flammable items such as cardboard boxes, furniture etc present a fire hazard and must not be stored in carports. Requests to remove flammable or other stored items will be made to both residents and owners. If such items remain in the carport for more than a week, they will be removed by the Owners Corporation. Any charge incurred by their removal will be passed to unit Owners.

16 Pot plants in common areas

To maintain the appearance of the complex, pot plants should be well maintained at all times and limited in number. In the main, pot plants should be limited to the balconies of Units 17- 39.

Pots can be terracotta, black or neutral in colour with a maximum of five (5) per unit to be placed immediately outside units. Additional pots can be placed in the common area following written approval from adjacent neighbours and the Owners Corporation.

17 Balconies and Verandahs

To maintain the appearance of the complex, unit balconies and verandahs should be well maintained at all times. Acceptable items on balconies and verandahs include well-maintained garden and outdoor furniture and potted plants.

Balconies and verandahs must not be used as storage areas for cleaning and other household items. Laundry racks should be kept below height of the balcony and will be allowed only on the balconies on the Macquarie Street side.

All plants should have drip trays under their pots to prevent water penetrating the surface and possible causing seepage damage to adjacent units. Creepers and vines trained along balcony railings (intertwined) are not permitted as they compromise the integrity of the building architecture and can damage the building surface, causing maintenance problems, including costly re-painting. If such damage occurs, the owner will be liable for the cost of repairs and maintenance and not the Owners Corporation.

18. Separate Sinking Funds



- (a) The sinking fund established pursuant to the Unit Titles Management Act 2001 for Units Plan 201 shall be levied, managed, and reported on in respect of the Old Building Units and New Building Units on a differential basis having regard to:

- (i) Their projected needs;
- (ii) Their projected costs;
- (iii) Their anticipated future expenditure from the sinking fund.

(b) The four (4) Sinking Funds to be levied, managed and reported on are as follows:

- (i) Old Building Units 1-8;
- (ii) Old Buildings Units 9-16;
- (iii) New Building Units 17-37; and
- (iv) The Common Areas.

(c) All repairs and maintenance costs for each building shall be attributed to the relevant building without exception.

19. Voting at General Meetings

(1) All owners must be financial and any cheques for arrears must be cleared on or before the date of a General Meeting. If this is not the case, owner will not be entitled to vote.

20. Recoupment of Costs of Debt Collection

(a) If the Owners corporation incurs legal or other costs in any legal or administrative action against a unit holder, including action to recover amounts owing pursuant to section 95 of the Unit Titles (Management) Act 2011, then, provided the legal or administrative action was commenced by the Owners Corporation in good faith, the unit holder shall, be liable to pay the Owners Corporation the full amount of the legal fees or other costs incurred in the legal or administrative action.

(b) 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/s.

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

21. Unauthorised Leasing

The Units Plan 201 Owner's Corporation prohibit any unit to be leased as a temporary use of short stay accommodation such as Air BnB, motel/hotel residence or similar by unit owners or their leased tenants/residents.

22. All Strata Related Correspondence including General Meeting papers may be sent by email

For the purpose of giving notice of a general meeting of Schedule 3, Section 3.6 of the Unit Titles (Management) Act 2011, notices and all other general correspondence will be sent by email to an address notified for this purpose by the owner. If no email address is nominated to the Strata Manager, the notice will be sent by post.





Access
Canberra.

Chief Minister



15/11/2021 13:01:23 Shaw J

3122092

OWNERS CORPORATION

SR

Land Titles Act 1925

LODGING PARTY DETAILS

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

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
794: 88	BARTON	23	1	201

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

New rules approved for addition to existing.

SUPPORTING DOCUMENTATION

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

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

COMMON SEAL OF OWNERS CORPORATION

(Seal must be attached)



CERTIFICATION *Delete the inapplicable

Applicant

*The Certifier has taken reasonable steps to verify the identity of the Registered Proprietor/Managing Agent or his, her or its Administrator or attorney.

*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

*The Certifier has retained the evidence to support this Registry Instrument or Document.

*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

Maree Johnston

MAREE FRANCES JOHNSTON
FINANCIAL ACCOUNTANT

WITNESS:

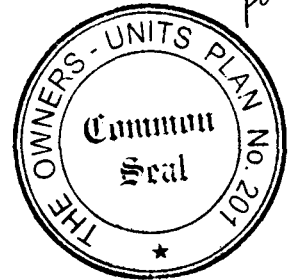
Anthony James Johnston

ANTHONY JAMES JOHNSTON

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

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		Evidence Manager Appointed	Yes ☐
Registered by	DD	Registration Date	10 DEC 2021

el self represented party panel



**“BARTON COURT”
12-16 DARLING STREET, BARTON ACT
UNITS PLAN No. 201**

Schedule 1

1.1 Definitions—default rules

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

1.2 Payment of rates and taxes by unit owners

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

1.3 Repairs and maintenance

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

1.4 Erections and alterations (Alternative Rule Approved at the AGM 07/08/2017)

- (1) A unit owner may erect or alter any structure in or on the unit or the common property only—
 - (a) in accordance with an ordinary resolution of the Executive Committee or if the Executive Committee is not able or willing to pass such a resolution then by special resolution of the Corporation; 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.

(Part 3 is included in the new legislation commencing 01/11/2020)

- (3) However, if the structure is sustainability infrastructure, the owners corporation's permission must not be unreasonably withheld.

Examples—permission not unreasonably withheld

- a. safety considerations
- b. structural considerations

Example—permission unreasonably withheld

external appearance of a unit or the units plan



1.5 Animals and birds (Alternative Rule Approved at the AGM 07/08/2017)

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

Note: An owner or occupier of a unit may apply to the ACAT to resolve a dispute with the Owners Corporation about keeping an animal, or allowing an animal to be kept (see 123),

(4) In this section:

animal includes-

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



1.6 Assistance animals

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

1.7 Use of common property

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

1.8 Hazardous use of unit

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

1.9 Use of unit—nuisance or annoyance

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

1.10 Noise

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

1.11 Illegal use of unit

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

1.12 What may an executive committee representative do?

- (1) An executive committee representative may do any of the following in relation to a unit at all reasonable times:
 - (a) if the committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit— inspect the unit to investigate the breach;

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

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

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

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

Alternative Rules 2

alternative rules means rules other than the default rules

2.1 Repairs and maintenance

(Approved at the AGM 25/8/2010)

External Painting only be allowed during the period 1 October to 15 April. (Article 3(3) was resolved at AGM held 25/8/2010)

2.2 Use of common property

(Approved at the AGM 5/9/2013)

Residents are not permitted to store, in the common stairwells of any Barton Court buildings, any items, including bicycles and prams (as per the mandatory Common Area Safety Report 2013), that may cause a trip hazard or impede the egress of any person in the event of an emergency. Failure to comply will result in the item/s being removed by the Owners Corporation, and payment for the removal of such items and any damage to the common property caused by the storage/removal of such items will be the responsibility of the Unit Owner.

2.3 Seal of Owners Corporation

(Approved at the AGM 21/11/2011)

- (1) For the attaching of the Common Seal of the Owners Corporation to a document to be effective, the Strata Manager is allowed to apply the seal to all statutory documents required under the Unit Titles (Management) Act; including Section 119 certificates and notices of reduced quorums
- (2) The Executive Committee to approve the application of the Common Seal on all other documents, including contracts and service agreements.

2.4 Units 1-16 Floor space

(Approved at the AGM 21/11/2011)

A unit owner must not install a timber or tile floor in his or her unit unless the following conditions have been met:



- (1) The proposed flooring is installed in accordance with an ordinary resolution of the Executive Committee or, if the Executive Committee is not able or willing to pass such resolution, then by special resolution of the Owners Corporation;
- (2) prior to installation, the proposed flooring has been designed and approved by an accredited acoustic consultant to minimise the transmission of noise to adjoining units: and,
- (3) following installation, the unit owner/s provide the Managing Agent with a certificate from the accredited acoustic consultant that the timber or the tiled floor complies with the design approved under paragraph (2).

2.5 Units 1-16 Heating

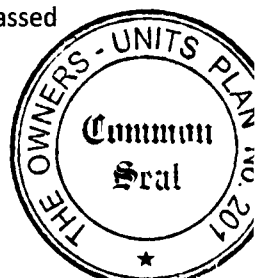
(Approved at the AGM 21/11/2011)

- (1) Units 1 - 16 inclusive are heated with hot water by pipes and radiators connected to a furnace or furnaces located on part of the common property.
 - > The heating is to be turned on and off on the second Friday of April and October respectively, each year
 - > Variations to this timing require written approval by the Owners Corporation.
- (2) The Corporation shall maintain and repair the furnaces, pipes and radiators referred to in clause (1) and shall meet all running and maintenance costs for the operation of the furnaces including fuel charges.
- (3) The whole of the costs incurred by the Corporation pursuant to clause (2) of these Rules shall be borne by the Owners of units 1 - 16 in the same proportion as the unit entitlement for each unit bears to the aggregate unit entitlement for units 1 - 16 inclusive for the period outlined above.
 - > Following approval from the Owners Corporation, an owner may elect to pay for all of the heating consumed outside of the above periods where the majority of Owners have not supported the additional time.
- (4) Payments to be made by the Owners of units 1 - 16 inclusive pursuant to clause (3) of these rules shall be made to the Corporation at the same time as contributions are payable to the Corporation pursuant to Section 60(3) of the Unit Titles Act 2001.
- (5) The cost of electricity to operate the boilers is to be charged to the Heating Fund. This amount is calculated as the extra electricity cost during the 6 month period when heating is provided to Units 1-16

2.6 Carports

(Approved at the AGM 21/11/2011)

To maintain the appearance of the complex, unit carports should be well maintained at all times. The carports will be steam cleaned annually in spring. They must not be used as storage areas. Acceptable items in the carports include bicycles and mobility aids such as scooters or walking frames. Flammable items such as cardboard boxes, furniture etc present a fire hazard and must not be stored in carports. Requests to remove flammable or other stored items will be made to both residents and owners. If such items remain in the carport for more than a week, they will be removed by the Owners Corporation. Any charge incurred by their removal will be passed to unit Owners.



2.7 Pot plants in common areas

(Approved at the AGM 21/11/2011)

To maintain the appearance of the complex, pot plants should be well maintained at all times and limited in number. In the main, pot plants should be limited to the balconies of Units 17- 39.

Pots can be terracotta, black or neutral in colour with a maximum of five (5) per unit to be placed immediately outside units. Additional pots can be placed in the common area following written approval from adjacent neighbours and the Owners Corporation.

2.8 Balconies and Verandahs

(Approved at the AGM 21/11/2011)

To maintain the appearance of the complex, unit balconies and verandahs should be well maintained at all times. Acceptable items on balconies and verandahs include well-maintained garden and outdoor furniture and potted plants.

Balconies and verandahs must not be used as storage areas for cleaning and other household items. Laundry racks should be kept below height of the balcony and will be allowed only on the balconies on the Macquarie Street side.

All plants should have drip trays under their pots to prevent water penetrating the surface and possibly causing seepage damage to adjacent units. Creepers and vines trained along balcony railings (intertwined) are not permitted as they compromise the integrity of the building architecture and can damage the building surface, causing maintenance problems, including costly re-painting. If such damage occurs, the owner will be liable for the cost of repairs and maintenance and not the Owners Corporation.

2.9 Separate Sinking Funds

(Approved at the AGM 21/11/2011)

- (a) The sinking fund established pursuant to the Unit Titles Management Act 2001 for Units Plan 201 shall be levied, managed, and reported on in respect of the Old Building Units and New Building Units on a differential basis having regard to:

- (i) Their projected needs;
- (ii) Their projected costs;
- (iii) Their anticipated future expenditure from the sinking fund.

- (b) The four (4) Sinking Funds to be levied, managed and reported on are as follows:

- (i) Old Building Units 1-8;
- (ii) Old Buildings Units 9-16;
- (iii) New Building Units 17-37; and
- (iv) The Common Areas.

- (c) All repairs and maintenance costs for each building shall be attributed to the relevant building without exception.

2.10 Voting at General Meetings

(Approved at the AGM 21/11/2011)

All owners must be financial and any cheques for arrears must be cleared on or before the date of a General Meeting. If this is not the case, owner will not be entitled to vote.



**2.11 Recoupment of Costs of Debt Collection
(24/08/2017)**

(Approved at the AGM

(a) If the Owners corporation incurs legal or other costs in any legal or administrative action against a unit holder, including action to recover amounts owing pursuant to section 95 of the Unit Titles (Management) Act 2011, then, provided the legal or administrative action was commenced by the Owners Corporation in good faith, the unit holder shall, be liable to pay the Owners Corporation the full amount of the legal fees or other costs incurred in the legal or administrative action.

(b) 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/s.

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

2.12 Unauthorised Leasing

(Approved at the AGM 24/08/2020)

The Units Plan 201 Owner's Corporation prohibit any unit to be leased as a temporary use of short stay accommodation such as Air BnB, motel/hotel residence or similar by unit owners or their leased tenants/residents.

2.13. All Strata Related Correspondence including General Meeting papers may be sent by email

(Approved at the AGM 24/08/2017)

For the purpose of giving notice of a general meeting of Schedule 3, Section 3.6 of the Unit Titles (Management) Act 2011, notices and all other general correspondence will be sent by email to an address notified for this purpose by the owner. If no email address is nominated to the Strata Manager, the notice will be sent by post.



Unit Titles (Management) Act 2011

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions

A1 The Owners Units Plan No: 201

A2 Annual General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on:- Wednesday 25 August 2021

Tick applicable box, or both boxes if applicable:

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

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

A3 Reduced Quorum Decisions

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

Date of decision

Full text of reduced quorum decision

Wednesday 25 August 2021

See Attached Minutes

A4 Owners Corporation Declaration

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

Date Friday 27 August 2021 *[of affixing seal]*

Signed: *Anthony Johnston*

Designation: Anthony Johnston for Units Plan No 201



MINUTES OF ANNUAL GENERAL MEETING

Units Plan No. 201

DATE & TIME Wednesday 25 August 2021 at 5:30 PM

LOCATION Zoom Video Conference,
<https://us02web.zoom.us/j/89253212215?pwd=Z015VVNMT0podHI5UUhk1QdlZ4dz09>

ATTENDANCE

PRESENT: Ms C Rainsford, Ms H Arup, Mr R Watson, Mrs R Hollow, Mr P Gent, Ms J Henderson, Mr M Body, Ms E Mullan, Ms V McPherson, Ms R Collins, Ms J McDonald, Mr M Cassin, Mr C Nikolakopoulos, Mr M McCann and Mr D Loudon.

IN ATTENDANCE: Mr A Johnston and Ms G Morris representing Link Strata Management.

PROXIES: Mr N Prosser proxy to Ms C Rainsford. Mr N Prosser's 2nd proxy transferred to the Chairperson under Schedule 3, Part 3.3 Section 3.26 (4) of the UTMA.

CHAIR: Mr P Gent, as chair of the Executive Committee acted as Chairperson.

QUORUM

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

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

1. PREVIOUS ANNUAL GENERAL MEETING MINUTES

It was resolved that the minutes of the previous Annual General Meeting dated 24 August 2020 and the Special General Meeting dated 10 December 2020 be accepted as presented.

MOTION CARRIED



2. FINANCIAL STATEMENTS

It was resolved that the financial statements for the period 1 July 2020 to 30 June 2021 be accepted as presented.

MOTION CARRIED

3. PROPOSED ADMINISTRATIVE FUND BUDGET - ALL UNITS

It was resolved that the proposed Administrative Fund expenditure budget of \$80,275.00 excluding GST and levy contributions of \$80,000.00 excluding GST be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 1 October 2021, 1 December 2021, 1 March 2022 and 1 June 2022.

MOTION CARRIED

4. PROPOSED SINKING FUND BUDGET- ALL UNITS

It was resolved that the proposed Sinking Fund expenditure budget of \$21,480.00 excluding GST and levy contributions of \$21,500.00 excluding GST be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 1 October 2021, 1 December 2021, 1 March 2022 and 1 June 2022.

MOTION CARRIED

Levies to be due as follows:

Period of Levy	Levy Due Date
1 September 2021 to 30 November 2021	1 October 2021
1 December 2021 to 28 February 2022	1 December 2021
1 March 2022 to 31 May 2022	1 March 2022
1 June 2022 to 31 August 2022	1 June 2022

5. SINKING FUND – UNITS 1-8 - METHOD OF CONTRIBUTION PAYMENT

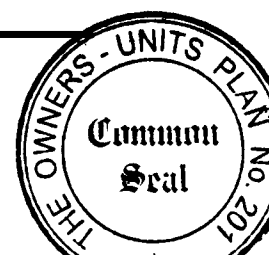
It was resolved by *Special Resolution* that the Sinking Fund – Units 1-8 Levy contributions are paid in accordance with the unit entitlements and to be paid only by Units 1 to 8 and this method is included as a Registered Rule of the Owners Corporation.

MOTION CARRIED AS A SPECIAL RESOLUTION

6. SINKING FUND – UNITS 1-8

The motion that the proposed Sinking Fund expenditure budget of \$22,785.00 excluding GST and levy contributions of \$ 22,700.00 excluding GST be adopted, with levies to be determined in accordance with the agreed method of contribution payment passed on 25 August 2021 as a special resolution and that they be payable in equal quarterly instalments being 1 October 2021, 1 December 2021, 1 March 2022 and 1 June 2022 **was defeated**.

MOTION DEFEATED



6. SINKING FUND – UNITS 1-8 (AMENDED)

It was resolved by *Special Resolution* that the amended Sinking Fund expenditure budget of \$14,000.00 excluding GST and levy contributions of \$14,000.00 excluding GST be adopted, with levies to be determined in accordance with the agreed method of contribution payment passed on 25 August 2021 as a special resolution and that they be payable in equal quarterly instalments being 1 October 2021, 1 December 2021, 1 March 2022 and 1 June 2022.

MOTION CARRIED AS A SPECIAL RESOLUTION

7. SINKING FUND – UNITS 9-16 - METHOD OF CONTRIBUTION PAYMENT

It was resolved by *Special Resolution* that the Sinking Fund – Units 9-16 Levy contributions are paid in accordance with the unit entitlements and to be paid only by Units 9 to 16 and this method is to be included as a Registered Rule of the Owners Corporation.

MOTION CARRIED AS A SPECIAL RESOLUTION

8. SINKING FUND – UNITS 9-16

The motion that the proposed Sinking Fund expenditure budget of \$16,593.00 excluding GST and levy contributions of \$16,500.00 excluding GST be adopted, with levies to be determined in accordance with the agreed method of contribution payment passed on 25 August 2021 as a special resolution and that they be payable in equal quarterly instalments being 1 October 2021, 1 December 2021, 1 March 2022 and 1 June 2022 **was defeated**.

MOTION DEFEATED

8. SINKING FUND – UNITS 9-16 (AMENDED)

It was resolved by *Special Resolution* that the proposed Sinking Fund expenditure budget of \$13,300.00 excluding GST and levy contributions of \$13,300.00 excluding GST be adopted, with levies to be determined in accordance with the agreed method of contribution payment passed on 25 August 2021 as a special resolution and that they be payable in equal quarterly instalments being 1 October 2021, 1 December 2021, 1 March 2022 and 1 June 2022.

MOTION CARRIED AS A SPECIAL RESOLUTION

9. SINKING FUND – UNITS 17-37- METHOD OF CONTRIBUTION PAYMENT

It was resolved by *Special Resolution* that the Sinking Fund – Units 17-37 Levy contributions are paid in accordance with the unit entitlements and to be paid only by Units 17 to 37 and this method is to be included as a Registered Rule of the Owners Corporation.

MOTION CARRIED AS A SPECIAL RESOLUTION

10. SINKING FUND – UNITS 17-37

It was resolved by *Special Resolution* that the proposed Sinking Fund expenditure budget of \$3,600.00 excluding GST and levy contributions of \$10,000.00 excluding GST be adopted, with levies to be determined in accordance with the agreed method of contribution payment passed on 25 August 2021 as a special resolution and that they be payable in equal quarterly instalments being 1 October 2021, 1 December 2021, 1 March 2022 and 1 June 2022.

MOTION CARRIED AS A SPECIAL RESOLUTION



11. PROPOSED HEATING FUND BUDGET – UNITS 1-16 – METHOD OF CONTRIBUTION PAYMENT

It was resolved by *Special Resolution* that the Heating Fund – Units 1-16 Levy contributions are paid in accordance with the unit entitlements and to be paid only by Units 1 to 16 and that this method is to be included as a Registered Rule of the Owners Corporation.

MOTION CARRIED AS A SPECIAL RESOLUTION

12. PROPOSED HEATING FUND BUDGET – UNITS 1-16

It was resolved by *Special Resolution* that the proposed Heating Fund expenditure budget of \$28,708.00 excluding GST and levy contributions of \$28,700.00 excluding GST be adopted, with levies to be determined in accordance with the agreed method of contribution payment passed on 24 August 2021 as a special resolution and that they be payable in equal quarterly instalments being 1 October 2021, 1 December 2021, 1 March 2022 and 1 June 2022.

MOTION CARRIED AS A SPECIAL RESOLUTION

13. RULES OF THE OWNERS CORPORATION - EXECUTION OF DOCUMENTS

It was resolved by *Special Resolution* that the Owners Corporation resolves to remove Rule 2.3 and replace with the below rule to the Registered Rules as rule no. 2.3 and be registered with the Land Titles Office.

2.3 Execution of Documents

(1) The Strata Manager is allowed to sign all statutory documents required under the Act, including Section 119 certificates and notices of reduced quorums.

(2) The Executive Committee must approve the signing of all other documents, such as contracts and service agreements.

MOTION CARRIED AS A SPECIAL RESOLUTION

14. RULES OF THE OWNERS CORPORATION – LOCATION OF AIR CONDITIONING UNITS

The motion that the Owners Corporation resolves to add Rule 2.14 to the Registered Rules as rule no. 2.14 and be registered with the Land Titles Office **was defeated**.

2.14 Location Of Air Conditioning Units

The Executive Committee may not grant approval to any owner to install an air-conditioning unit on the side of any building facing the internal courtyard.

MOTION DEFEATED

14. RULES OF THE OWNERS CORPORATION – LOCATION OF AIR CONDITIONING UNITS (AMENDED)

It was resolved by *Special Resolution* that the Owners Corporation resolves to add Rule 2.14 to the Registered Rules as rule no. 2.14 and be registered with the Land Titles Office.

2.14 Location Of Air Conditioning Units

The Executive Committee shall not grant approval to any owner to install an air-conditioning unit on the side of any building facing the internal courtyard.

MOTION CARRIED AS A SPECIAL RESOLUTION



15. RULES OF THE OWNERS CORPORATION – PET MANAGEMENT

It was resolved by *Special Resolution* that the Owners Corporation resolves to add Rule 2.15 to the Registered Rules as rule no. 2.15 and be registered with the Land Titles Office.

2.15 Pet Management

Owners of pets are prohibited from using the central courtyard lawn and garden area, and the grass areas between the front of the Units 1-8 and 9-16 buildings and the adjacent public footpaths, for their pets to urinate or defecate. Any pet's droppings in any area of the common property, and in the adjacent nature strips in Darling, Macquarie and Bourke Streets, must be removed immediately.

MOTION CARRIED AS A SPECIAL RESOLUTION

Secretarial Note: The owner of Unit 33 wanted the minutes to reflect that following a letter from the Executive Committee regarding his dog, the owners have responded to resolve any concerns.

16. ELECTION OF EXECUTIVE COMMITTEE

The motion That the Owners Corporation agree to appoint 3 to 7 Owners to form the Executive Committee until the next Annual General Meeting **was defeated.**

MOTION DEFEATED

16. ELECTION OF EXECUTIVE COMMITTEE

It was resolved by *Special Resolution* that the following 9 owners be elected to the Executive Committee:

Ms V McPherson, Ms J McDonald, Mrs R Hollow, Mr M McCann, Mr M Body, Mr C Nikolakopoulos, Ms R Collins, Ms H Arup & Mr P Gent.

MOTION CARRIED AS A SPECIAL RESOLUTION

GENERAL BUSINESS

No general business was discussed.

MEETING CLOSED: 7:15PM





LAND TITLES

Chief Minister, T



SR\$3202747

25/10/2022 14:11:01 Call S

3202747

SR

Land Titles Act 1925

LODGING PARTY DETAILS

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

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
794:88	BARTON	23	1	201

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

New rules approved for addition to existing.

SUPPORTING DOCUMENTATION

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

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

COMMON SEAL OF OWNERS CORPORATION

(Seal must be affixed)



CERTIFICATION *Delete the inapplicable**Applicant**

*The Certifier has taken reasonable steps to verify the identity of the Registered Proprietor/Managing Agent or his, her or its Administrator or attorney.

*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

*The Certifier has retained the evidence to support this Registry Instrument or Document.

*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:



ANTHONY JAMES JOHNSTON
BUSINESS MANAGER

Witness;



ANGELA MORRIS

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

OFFICE USE ONLY

Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		Evidence Manager Appointed	Yes ☐
Registered by	jm	Registration Date	02/11/2022

VOI Filed



“BARTON COURT”
12-16 DARLING STREET, BARTON ACT
UNITS PLAN No. 201

Schedule 1

1.1 Definitions—default rules

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

1.2 Payment of rates and taxes by unit owners

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

1.3 Repairs and maintenance

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

1.4 Erections and alterations

(Alternative Rule Approved at the AGM 07/08/2017)

- (1) A unit owner may erect or alter any structure in or on the unit or the common property only—
 - (a) in accordance with an ordinary resolution of the Executive Committee or if the Executive Committee is not able or willing to pass such a resolution then by special resolution of the Corporation; 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.

(Part 3 is included in the new legislation commencing 01/11/2020)

- (3) However, if the structure is sustainability infrastructure, the owners corporation's permission must not be unreasonably withheld.

Examples—permission not unreasonably withheld

- a. safety considerations
- b. structural considerations

Example—permission unreasonably withheld

external appearance of a unit or the units plan

1.5 Pets in units

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



1.6 Assistance animals

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

1.7 Use of common property

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

1.8 Hazardous use of unit

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

1.9 Use of unit—nuisance or annoyance

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

1.10 Noise

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

1.11 Illegal use of unit

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

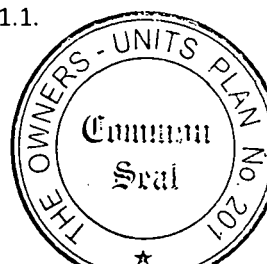
1.12 What may an executive committee representative do?

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

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

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

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



Alternative Rules 2

alternative rules means rules other than the default rules

2.1 Repairs and maintenance (Approved at the AGM 25/8/2010)

External Painting only be allowed during the period 1 October to 15 April.

2.2 Use of common property (Approved at the AGM 5/9/2013)

Residents are not permitted to store, in the common stairwells of any Barton Court buildings, any items, including bicycles and prams (as per the mandatory Common Area Safety Report 2013), that may cause a trip hazard or impede the egress of any person in the event of an emergency. Failure to comply will result in the item/s being removed by the Owners Corporation, and payment for the removal of such items and any damage to the common property caused by the storage/removal of such items will be the responsibility of the Unit Owner.

2.3 Execution of Documents (Approved at the AGM 25/08/2021)

The Strata Manager is allowed to sign all statutory documents required under the Act, including Section 119 certificates and notices of reduced quorums.

The Executive Committee must approve the signing of all other documents, such as contracts and service agreements.

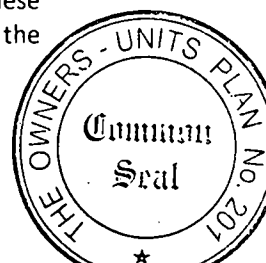
2.4 Units 1-16 Floor space (Approved at the AGM 21/11/2011)

A unit owner must not install a timber or tile floor in his or her unit unless the following conditions have been met:

- (1) The proposed flooring is installed in accordance with an ordinary resolution of the Executive Committee or, if the Executive Committee is not able or willing to pass such resolution, then by special resolution of the Owners Corporation;
- (2) prior to installation, the proposed flooring has been designed and approved by an accredited acoustic consultant to minimise the transmission of noise to adjoining units: and,
- (3) following installation, the unit owner/s provide the Managing Agent with a certificate from the accredited acoustic consultant that the timber or the tiled floor complies with the design approved under paragraph (2).

2.5 Units 1-16 Heating (Approved at the AGM 21/11/2011)

- (1) Units 1 - 16 inclusive are heated with hot water by pipes and radiators connected to a furnace or furnaces located on part of the common property.
 - > The heating is to be turned on and off on the second Friday of April and October respectively, each year
 - > Variations to this timing require written approval by the Owners Corporation.
- (2) The Corporation shall maintain and repair the furnaces, pipes and radiators referred to in clause (1) and shall meet all running and maintenance costs for the operation of the furnaces including fuel charges.
- (3) The whole of the costs incurred by the Corporation pursuant to clause (2) of these Rules shall be borne by the Owners of units 1 - 16 in the same proportion as the unit entitlement for each unit bears to the aggregate unit entitlement for units 1 - 16 inclusive for the period outlined above.
 - > Following approval from the Owners Corporation, an owner may elect to pay for all of the heating consumed outside of the above periods where the majority of Owners have not supported the additional time.
- (4) Payments to be made by the Owners of units 1 - 16 inclusive pursuant to clause (3) of these rules shall be made to the Corporation at the same time as contributions are payable to the Corporation pursuant to Section 60(3) of the Unit Titles Act 2001.



- (5) The cost of electricity to operate the boilers is to be charged to the Heating Fund. This amount is calculated as the extra electricity cost during the 6 month period when heating is provided to Units 1-16

2.6 Carports

(Approved at the AGM 21/11/2011)

To maintain the appearance of the complex, unit carports should be well maintained at all times. The carports will be steam cleaned annually in spring. They must not be used as storage areas. Acceptable items in the carports include bicycles and mobility aids such as scooters or walking frames. Flammable items such as cardboard boxes, furniture etc. present a fire hazard and must not be stored in carports. Requests to remove flammable or other stored items will be made to both residents and owners. If such items remain in the carport for more than a week, they will be removed by the Owners Corporation. Any charge incurred by their removal will be passed to unit Owners.

2.7 Pot plants in common areas

(Approved at the AGM 21/11/2011)

To maintain the appearance of the complex, pot plants should be well maintained at all times and limited in number. In the main, pot plants should be limited to the balconies of Units 17- 39. Pots can be terracotta, black or neutral in colour with a maximum of five (5) per unit to be placed immediately outside units. Additional pots can be placed in the common area following written approval from adjacent neighbours and the Owners Corporation.

2.8 Balconies and Verandahs

(Approved at the AGM 21/11/2011)

To maintain the appearance of the complex, unit balconies and verandahs should be well maintained at all times. Acceptable items on balconies and verandahs include well-maintained garden and outdoor furniture and potted plants.

Balconies and verandahs must not be used as storage areas for cleaning and other household items. Laundry racks should be kept below height of the balcony and will be allowed only on the balconies on the Macquarie Street side.

All plants should have drip trays under their pots to prevent water penetrating the surface and possibly causing seepage damage to adjacent units. Creepers and vines trained along balcony railings (intertwined) are not permitted as they compromise the integrity of the building architecture and can damage the building surface, causing maintenance problems, including costly re-painting. If such damage occurs, the owner will be liable for the cost of repairs and maintenance and not the Owners Corporation.

2.9 Separate Sinking Funds

(Approved at the AGM 21/11/2011)

- (a) The sinking fund established pursuant to the Unit Titles Management Act 2001 for Units Plan 201 shall be levied, managed, and reported on in respect of the Old Building Units and New Building Units on a differential basis having regard to:
- (i) Their projected needs;
 - (ii) Their projected costs;
 - (iii) Their anticipated future expenditure from the sinking fund.
- (b) The four (4) Sinking Funds to be levied, managed and reported on are as follows:
- (i) Old Building Units 1-8;
 - (ii) Old Buildings Units 9-16;
 - (iii) New Building Units 17-37; and
 - (iv) The Common Areas.
- (c) All repairs and maintenance costs for each building shall be attributed to the relevant building without exception.



2.10 Voting at General Meetings

(Approved at the AGM 21/11/2011)

All owners must be financial and any cheques for arrears must be cleared on or before the date of a General Meeting. If this is not the case, owner will not be entitled to vote.

2.11 Recoupment of Costs of Debt Collection

(Approved at the AGM 24/08/2017)

(a) If the Owners corporation incurs legal or other costs in any legal or administrative action against a unit holder, including action to recover amounts owing pursuant to section 95 of the Unit Titles (Management) Act 2011, then, provided the legal or administrative action was commenced by the Owners Corporation in good faith, the unit holder shall, be liable to pay the Owners Corporation the full amount of the legal fees or other costs incurred in the legal or administrative action.

(b) 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/s.

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

2.12 Unauthorised Leasing

(Approved at the AGM 24/08/2020)

The Units Plan 201 Owner's Corporation prohibit any unit to be leased as a temporary use of short stay accommodation such as Air BnB, motel/hotel residence or similar by unit owners or their leased tenants/residents.

2.13. All Strata Related Correspondence including General Meeting papers may be sent by email

(Approved at the AGM 24/08/2017)

For the purpose of giving notice of a general meeting of Schedule 3, Section 3.6 of the Unit Titles (Management) Act 2011, notices and all other general correspondence will be sent by email to an address notified for this purpose by the owner. If no email address is nominated to the Strata Manager, the notice will be sent by post.

2.14. Location of Air-Conditioning Unit

(Approved at the AGM 25/08/2021)

The Executive Committee shall not grant approval to any owner to install an air-conditioning unit on the side of any building facing the internal courtyard.

2.15. Pet Management.

(Approved at the AGM 25/08/2021)

Owners of pets are prohibited from using the central courtyard lawn and garden area, and the grass areas between the front of the Units 1-8 and 9-16 buildings and the adjacent public footpaths, for their pets to urinate or defecate. Any pet's droppings in any area of the common property, and in the adjacent nature strips in Darling, Macquarie and Bourke Streets, must be removed immediately.



Method of Contributions 3

3.1 Sinking Fund - Units 1-8- Method of Contribution Payment

(Approved at the AGM 25/08/2021)

The Sinking Fund – Units 1-8 Levy contributions are paid in accordance with the unit entitlements and to be paid only by Units 1 to 8 and this method is included as a Registered Rule of the Owners Corporation.

3.2 Sinking Fund – Units 9-16 - Method of Contribution Payment

(Approved at the AGM 25/08/2021)

The Sinking Fund – Units 9-16 Levy contributions are paid in accordance with the unit entitlements and to be paid only by Units 9 to 16 and this method is to be included as a Registered Rule of the Owners Corporation.

3.3 Sinking Fund – Units 17-37- Method of Contribution Payment

(Approved at the AGM 25/08/2021)

The Sinking Fund – Units 17-37 Levy contributions are paid in accordance with the unit entitlements and to be paid only by Units 17 to 37 and this method is to be included as a Registered Rule of the Owners Corporation.

3.4 Heating Fund Budget – Units 1-16 – Method of Contribution Payment

(Approved at the AGM 25/08/2021)

The Heating Fund – Units 1-16 Levy contributions are paid in accordance with the unit entitlements and to be paid only by Units 1 to 16 and that this method is to be included as a Registered Rule of the Owners Corporation.

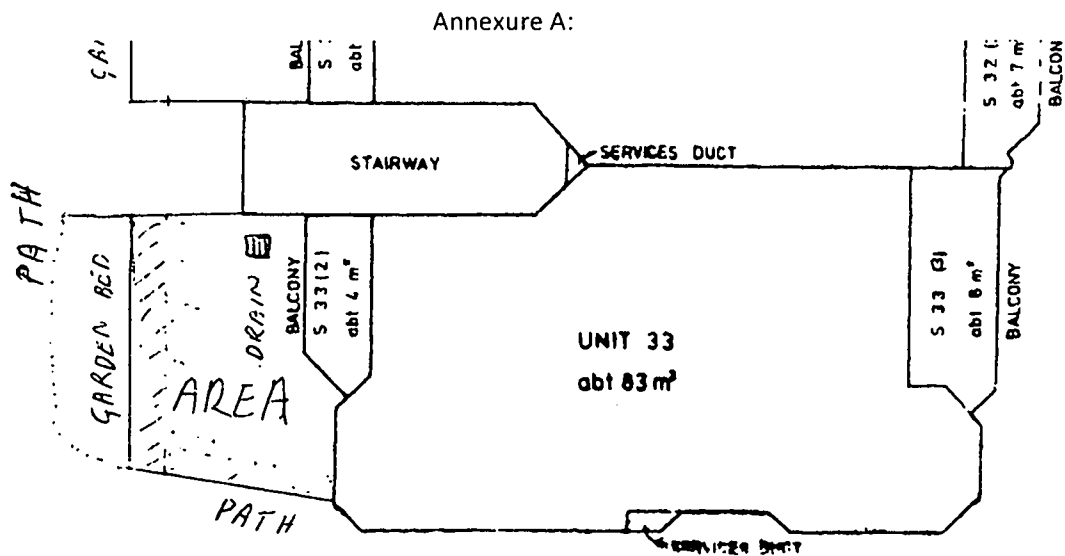


Special Privilege Rules 4

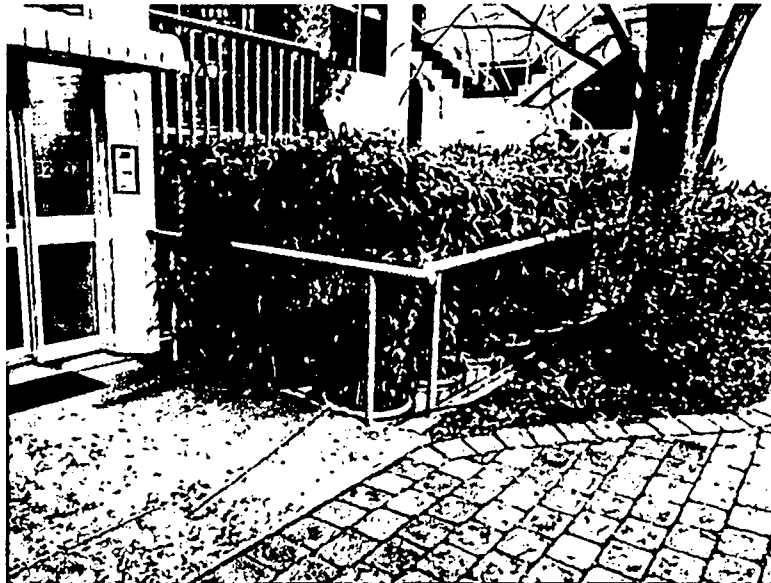
4.1 Special Privilege For Unit 33

The owners of unit 33/11 Bourke Street Barton are granted a special privilege for the enjoyment of the common property adjoining unit 33 as shown in Annexure "A", subject to the conditions in the below policy.

To be clear the maintenance of this area is to be the responsibility of the owners of Unit 33 whenever the Special Privilege is in force and relieves the Owners Corporation of its obligation under Section 24 (Maintenance Obligations) of the *Unit Titles (Management) Act 2011*.



Area from outside, August 2022



Policy governing the enclosed area of common property outside unit 33

Introduction

1. The recessed, enclosed area outside Unit 33 is partly the property of that unit, but is largely common property of all Barton Court unit owners. (The boundary between the two parts is where the edge of the original concrete porch would have been, as can be seen at other ground floor units of the same building.) This document sets out the principles which apply to that piece of common property, the 'area concerned'.
2. The area concerned has a functional role in the Barton Court estate: it is a stormwater drainage area, important during heavy rainfall.

Body Corporate rights and intention

3. The area concerned remains under the control of the Owners' Corporation. The owners and occupants of Unit 33 must comply with this policy and with any Owners' Corporation specific directions relating to it.
4. The Owners' Corporation recognises, however, that the area concerned is not easily accessible to other Barton Court residents, and that its structure means that general access to it would impinge on the privacy of the occupants of Unit 33. The Owners' Corporation does not intend to facilitate or support general access to the area.
5. The Owner's Corporation accepts that the area concerned can be used by the occupants of Unit 33, provided that such use does not cause any detriment or nuisance to other residents.
6. The Owners' Corporation reserves its own right of access, however, for building and grounds management and maintenance purposes, and may choose to use the area concerned for any appropriate purpose. If such use could affect the occupants of Unit 33, the Owners' Corporation would advise the occupants before initiating any activity.
7. The Owners' Corporation also notes its right to make appropriate physical changes to the area concerned if ever required for the benefit of the complex. The owner of Unit 33 would be consulted well in advance of any such changes. (Such changes may require modification of this policy, or render it obsolete.) The owner would also be advised of any significant maintenance work which needed to be done in the area concerned.

Owner/occupant rights and obligations

8. The occupants of Unit 33 have free access to the area concerned, but must respect the rules applying to areas of common property at Barton Court. And in particular:
 - a) they must not impede the flow of water to the drainage point, and must ensure that the drain entry point is kept clear of any material that could block the drain in the event of rain;
 - b) they may not place permanent or substantial structures in the area, or make changes to it, without prior Owners' Corporation approval; and
 - c) they must ensure that access to the area concerned for emergency maintenance purposes is always possible.
9. As an exception to the Barton Court rules on common property, however - and as a Special Privilege under the ACT Unit Titles (Management) Act - the Owners' Corporation allows the occupants of Unit 33 to keep privately-owned items such as furniture or pot plants in the area, provided that:
 - a) according to the judgement of the Executive Committee of Owners' Corporation, any such items are unobtrusive and compatible with the general ambience of the central garden area of Barton Court;
 - b) according to the judgement of the Owners' Corporation, such items do not constitute a threat to the drainage, or to any other aspect of communal living; and
 - c) any such items are rearranged or removed immediately at the direction of the Owners' Corporation.





ACT
Government

**Access
Canberra.**

Chief Minister



SR\$3408648

16/09/2025 11:14:58 Shre P

ES
A
te
N

SPECIAL RES

3408648

094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Email Address	Customer Reference Number	Contact Telephone Number
Link Strata Management	admin@linkservices.com.au	201	02 6260 3722

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
794:88	BARTON	23	1	201

DETAILS OF RULES BEING REGISTERED

DATE MEETING HELD (must be registered within 3 months)

New rules approved for addition to existing

12 August 2025

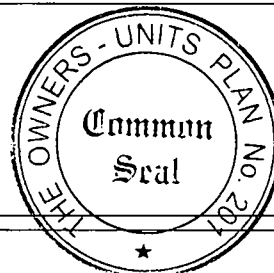
SUPPORTING DOCUMENTATION

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

- ☒ Sealed copy of Minutes of Meeting
☐ Sealed copy of Resolution/Motion
☒ Sealed copy of Alternate Rules
☐ Other (specify) -

COMMON SEAL OF OWNERS CORPORATION

(Seal may be affixed)



CERTIFICATION *Delete the inapplicable

Applicant

~~*The Certifier has taken reasonable steps to verify the identity of the Registered Proprietor/Managing Agent or his, her or its Administrator or attorney.~~

~~*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.~~

*The Certifier has retained the evidence to support this Registry Instrument or Document.

*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Signed By:

Anthony James Johnston
Business Manager

for: Link Strata Management

on behalf of the Registered Proprietor/Managing Agent

Witness

Kaipa Gosai

OFFICE USE ONLY

Lodged by		Annexures/Attachments	Minutes/ Resolution/Motion /Rules
Data entered by		Evidence Manager Appointed	Yes ☐
Registered by	LMT	Registration Date	02/10/2025

VOI Sighted X.....¹

Change of Name by

Authority to Deal *Company Statement*

ASIC *Yes*

Category *3*

Signed by *Puja*

Date *16/9/25*

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)
794:88	BARTON	23	1	0	

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
094 - SR	14

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)
The Owners Corporation Units Plan No. 201



Unit Titles (Management) Act 2011

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions

A1 The Owners Units Plan No: 201

A2 Annual General Meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on:- 08/10/2024

Tick applicable box, or both boxes if applicable:

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

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

A3 Reduced Quorum Decisions

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

Date of decision

Full text of reduced quorum decision

12/08/2025

See Attached Minutes

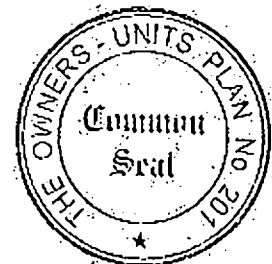
A4 Owners Corporation Declaration

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

Date 13 August 2025

Signed: *Kripa Gosai*

Designation: Kripa Gosai for Units Plan No 201



MINUTES OF ANNUAL GENERAL MEETING Units Plan No. 201

DATE & TIME Tuesday 12 August 2025 at 5:30 PM
LOCATION Zoom Meeting

ATTENDANCE

Present:

Ms M Shaw, Ms C Rainsford, Mrs R Hollow, Ms J Henderson, Mr M Body, Mr M Neuhaus, Mrs B Bishop, Mr A Gorecki, Ms E Mullan, Ms M Summers, Mr H McClure, Mr T Tier, Mr C Nikolakopoulos, and Mr R Watson.

In Attendance:

Mr A Johnston and Ms K Gosai representing Link Strata Management.

Proxy:

Ms J McDonald proxy to Ms E Mullan.
Mr N Prosser proxy to Mrs R Hollow.
Mr N & Mrs C Prosser proxy to Ms C Rainsford.

Chairperson:

Mrs R Hollow chaired the meeting and Mr A Johnston facilitated the meeting on her behalf.

QUORUM

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

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



1. PREVIOUS GENERAL MEETING MINUTES

It was resolved that the minutes of the previous Annual General Meeting dated 8 October 2024 be accepted as presented.

Secretarial Note: An owner objected to the motion and wished the minutes to reflect her concern that the voting process for the special resolutions at the 2024 AGM were not fully explained and that owners present should have been given the opportunity to withdraw from the meeting and therefore not be counted as an abstention as this impacted the final result of Motion 10A and requested details of the votes be provided.

A review of the meeting documents showed that the voting on Motion 10A was 17 votes for the motion, 4 votes against the motion and 4 abstained from voting, a total of 25 votes. With the result being the motion passed as a special resolution.

For full disclosure, if the owners of Units 1 to 16 withdrew from the meeting and their votes were not counted, the result of Motion 10A would have been 16 votes for the motion, 2 votes against the motion and 0 abstained from voting, a total of 18 votes and the outcome would have resulted in the motion passing as a special resolution.

MOTION CARRIED

2. PRESENTATION OF EXECUTIVE COMMITTEE REPORT

The meeting noted the Executive Committee Report that was included with the Notice of the meeting.

3. FINANCIAL STATEMENTS

It was resolved that the financial statements for the period 1 July 2024 to 30 June 2025 be accepted as presented.

Secretarial Note: A clear audit report has been received with no concerns raised. The report has been placed on the Portal for owners to view.

MOTION CARRIED

4. PROPOSED ADMINISTRATIVE FUND BUDGET – ALL UNITS

It was resolved that the proposed Administrative Fund expenditure budget of \$126,700.00 excluding GST and levy contributions of \$105,700.00 excluding GST be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 15 September 2025, 1 December 2025, 1 March 2026 and 1 June 2026.

MOTION CARRIED

5. SINKING FUND FORECAST REPORT – ALL UNITS

It was resolved that the Owners Corporation adopts the updated Sinking Fund Forecast Report dated 5 December 2024.

MOTION CARRIED



6. PROPOSED SINKING FUND BUDGET- ALL UNITS

It was resolved that the proposed Sinking Fund expenditure budget of \$12,734.00 excluding GST and levy contributions of \$9,360.00 excluding GST be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 15 September 2025, 1 December 2025, 1 March 2026, and 1 June 2026.

Levies to be due as follows:

Period of Levy	Levy Due Date
01/09/25 to 30/11/25	15 September 2025
01/12/25 to 28/02/26	1 December 2025
01/03/26 to 31/05/26	1 March 2026
01/06/26 to 31/08/26	1 June 2026

MOTION CARRIED

7. PROPOSED BUDGET - HEATING FUND UNITS 1- 16

It was resolved by *special resolution* that the proposed Heating Fund expenditure budget of \$33,800.00 excluding GST and levy contributions of \$33,800.00 excluding GST be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 15 September 2025, 1 December 2025, 1 March 2026 and 1 June 2026.

MOTION CARRIED AS A SPECIAL RESOLUTION

8. SINKING FUND FORECAST REPORT - UNITS 1-8 BASED ON DECEMBER 2024 SFFR

It was resolved by *special resolution* that the Owners Corporation adopts the updated Sinking Fund Forecast Report dated 5 December 2024.

MOTION CARRIED AS A SPECIAL RESOLUTION

9. PROPOSED SINKING FUND BUDGET - UNITS 1-8 BASED ON DECEMBER 2024 SFFR

It was resolved by *special resolution* that the proposed Sinking Fund expenditure budget of \$9,734.00 excluding GST and levy contributions of \$51,641.00 excluding GST be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 15 September 2025, 1 December 2025, 1 March 2026 and 1 June 2025.

MOTION CARRIED AS A SPECIAL RESOLUTION

10. SINKING FUND FORECAST REPORT - UNITS 1-8 BASED ON JUNE 2025 SFFR

The motion that the Owners Corporation adopts the updated Sinking Fund Forecast Report dated 6 June 2025 **was withdrawn** as motion 8 was passed.

MOTION WITHDRAWN



11. PROPOSED SINKING FUND BUDGET - UNITS 1-8 BASED ON JUNE 2025 SFFR

The motion that the proposed Sinking Fund expenditure budget of \$152,880.00 excluding GST and levy contributions of \$114,123.00 excluding GST be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 15 September 2025, 1 December 2025, 1 March 2026 and 1 June 2026 **was withdrawn** as motion 9 was passed.

MOTION WITHDRAWN

12. SINKING FUND FORECAST REPORT - UNITS 9-16 BASED ON DECEMBER 2024

It was resolved by *special resolution* that the Owners Corporation adopts the updated Sinking Fund Forecast Report dated 5 December 2024.

MOTION CARRIED AS A SPECIAL RESOLUTION

13. PROPOSED SINKING FUND BUDGET - UNITS 9-16 BASED ON DECEMBER 2024

It was resolved by *special resolution* that the proposed Sinking Fund expenditure budget of \$9,734.00 excluding GST and levy contributions of \$51,464.00 excluding GST be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 15 September 2025, 1 December 2025, 1 March 2026 and 1 June 2026.

MOTION CARRIED AS A SPECIAL RESOLUTION

14. SINKING FUND FORECAST REPORT - UNITS 9-16 BASED ON JUNE 2025 SFFR

The motion that the Owners Corporation adopts the updated Sinking Fund Forecast Report dated 6 June 2025 **was withdrawn** as motion 12 was passed.

MOTION WITHDRAWN

15. PROPOSED SINKING FUND BUDGET - UNITS 9-16 BASED ON JUNE 2025 SFFR

The motion that the proposed Sinking Fund expenditure budget of \$152,880.00 excluding GST and levy contributions of \$112,073.00 excluding GST be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 15 September 2025, 1 December 2025, 1 March 2026 and 1 June 2026 **was withdrawn** as motion 13 was passed.

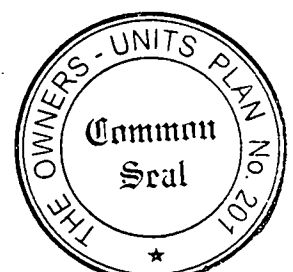
MOTION WITHDRAWN

16. SINKING FUND FORECAST REPORT - UNITS 17-37

It was resolved by *special resolution* that the Owners Corporation adopts the updated Sinking Fund Forecast Report dated 5 December 2024.

Secretarial Note: All owners present from Units 1 to 16 withdrew from the meeting and their votes were not counted in the voting. This motion received 7 votes in favour and 1 vote against, a total of 8 votes and was therefore carried as a special resolution.

MOTION CARRIED AS A SPECIAL RESOLUTION



17. PROPOSED SINKING FUND BUDGET - UNITS 17-37

It was resolved by special resolution that the proposed Sinking Fund expenditure budget of \$349,357.00 excluding GST and levy contributions of \$191,978.00 excluding GST be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 15 September 2025, 1 December 2025, 1 March 2026 and 1 June 2026.

Secretarial Note: All owners present from Units 1 to 16 withdrew from the meeting and their votes were not counted in the voting. This motion received 7 votes in favour and 1 vote against, a total of 8 votes and was therefore carried as a special resolution.

MOTION CARRIED AS A SPECIAL RESOLUTION

18. RULES OF THE OWNER CORPORATION -2.15

It was resolved by special resolution that the Owners Corporation agree to amend rule 2.15 by deleting the existing rule and adding the below rule 2.15 to the Registered Rules as rule no 2.15 (i) and (ii) and register with the Land Titles Office and applying the Common Seal to documents as required.

2.15. (i) Dog owners at Barton Court must keep their animals on the leash at all times in the common areas, including in the courtyard, the gardens, the strip of land behind the New Building and the grassed areas in front of the two Original Buildings. The use of these common areas as a toileting area for dogs is strictly prohibited and will not be tolerated. This includes both defecation, which is a health hazard, and urination, which is damaging the lawns. All residents should immediately report any incidents that contravene this Rule to our Strata Manager or to the Executive Committee so action can be taken.

2.15 (ii) Dog hair on carpets in the common areas must be cleaned immediately by the dog owner. If the owner fails to do so, additional cleaning will be arranged by the Executive Committee with the cost to be paid by the dog owner or failing that, by the unit owner.

MOTION CARRIED AS A SPECIAL RESOLUTION

19. PROPOSED STRATA MANAGEMENT AGREEMENT

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

MOTION CARRIED

20. ELECTION OF EXECUTIVE COMMITTEE

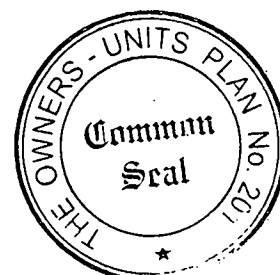
It was resolved by special resolution that the Owners Corporation agree to appoint the following owners to the Executive Committee until the next Annual General Meeting:

Mrs R Hollow, Mr C Nikolakopoulos, Mr M Neuhaus, Ms E Gould, Ms S Bernard, Mr T Tiers, Mr H McClure, Ms C Rainsford and Ms J McDonald.

MOTION CARRIED AS A SPECIAL RESOLUTION

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

Meeting closed at 7:28 PM



“BARTON COURT”
12-16 DARLING STREET, BARTON ACT
UNITS PLAN No. 201

Schedule 1

1.1 Definitions—default rules

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

1.2 Payment of rates and taxes by unit owners

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

1.3 Repairs and maintenance

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

1.4 Erections and alterations

(Alternative Rule Approved at the AGM 07/08/2017)

- (1) A unit owner may erect or alter any structure in or on the unit or the common property only—
 - (a) in accordance with an ordinary resolution of the Executive Committee or if the Executive Committee is not able or willing to pass such a resolution then by special resolution of the Corporation; 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.

(Part 3 is included in the new legislation commencing 01/11/2020)

- (3) However, if the structure is sustainability infrastructure, the owners corporation's permission must not be unreasonably withheld.

Examples—permission not unreasonably withheld

- a. safety considerations
- b. structural considerations

Example—permission unreasonably withheld

external appearance of a unit or the units plan

1.5 Pets in units

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



1.6 Assistance animals

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

1.7 Use of common property

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

1.8 Hazardous use of unit

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

1.9 Use of unit—nuisance or annoyance

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

1.10 Noise

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

1.11 Illegal use of unit

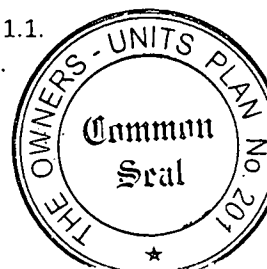
A unit owner must not use the unit, or permit it to be used, to contravene a law in force in the ACT.

1.12 What may an executive committee representative do?

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

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

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



Alternative Rules 2

alternative rules means rules other than the default rules

- 2.1 Repairs and maintenance** (Approved at the AGM 25/8/2010)
External Painting only be allowed during the period 1 October to 15 April.

- 2.2 Use of common property** (Approved at the AGM 5/9/2013)
Residents are not permitted to store, in the common stairwells of any Barton Court buildings, any items, including bicycles and prams (as per the mandatory Common Area Safety Report 2013), that may cause a trip hazard or impede the egress of any person in the event of an emergency. Failure to comply will result in the item/s being removed by the Owners Corporation, and payment for the removal of such items and any damage to the common property caused by the storage/removal of such items will be the responsibility of the Unit Owner.

- 2.3 Execution of Documents** (Approved at the AGM 25/08/2021)
The Strata Manager is allowed to sign all statutory documents required under the Act, including Section 119 certificates and notices of reduced quorums.
The Executive Committee must approve the signing of all other documents, such as contracts and service agreements.

- 2.4 Units 1-16 Floor space** (Approved at the AGM 21/11/2011)
A unit owner must not install a timber or tile floor in his or her unit unless the following conditions have been met:

- (1) The proposed flooring is installed in accordance with an ordinary resolution of the Executive Committee or, if the Executive Committee is not able or willing to pass such resolution, then by special resolution of the Owners Corporation;
- (2) prior to installation, the proposed flooring has been designed and approved by an accredited acoustic consultant to minimise the transmission of noise to adjoining units; and,
- (3) following installation, the unit owner/s provide the Managing Agent with a certificate from the accredited acoustic consultant that the timber or the tiled floor complies with the design approved under paragraph (2).

- 2.5 Units 1-16 Heating** (Approved at the AGM 21/11/2011)

- (1) Units 1 - 16 inclusive are heated with hot water by pipes and radiators connected to a furnace or furnaces located on part of the common property.
 - > The heating is to be turned on and off on the second Friday of April and October respectively, each year
 - > Variations to this timing require written approval by the Owners Corporation.
- (2) The Corporation shall maintain and repair the furnaces, pipes and radiators referred to in clause (1) and shall meet all running and maintenance costs for the operation of the furnaces including fuel charges.
- (3) The whole of the costs incurred by the Corporation pursuant to clause (2) of these Rules shall be borne by the Owners of units 1 - 16 in the same proportion as the unit entitlement for each unit bears to the aggregate unit entitlement for units 1 - 16 inclusive for the period outlined above.
 - > Following approval from the Owners Corporation, an owner may elect to pay for all of the heating consumed outside of the above periods where the majority of Owners have not supported the additional time.
- (4) Payments to be made by the Owners of units 1 - 16 inclusive pursuant to clause (3) of these rules shall be made to the Corporation at the same time as contributions are payable to the Corporation pursuant to Section 60(3) of the Unit Titles Act 2001.



- (5) The cost of electricity to operate the boilers is to be charged to the Heating Fund. This amount is calculated as the extra electricity cost during the 6 month period when heating is provided to Units 1-16

2.6 Carports **(Approved at the AGM 21/11/2011)**

To maintain the appearance of the complex, unit carports should be well maintained at all times. The carports will be steam cleaned annually in spring. They must not be used as storage areas. Acceptable items in the carports include bicycles and mobility aids such as scooters or walking frames. Flammable items such as cardboard boxes, furniture etc. present a fire hazard and must not be stored in carports. Requests to remove flammable or other stored items will be made to both residents and owners. If such items remain in the carport for more than a week, they will be removed by the Owners Corporation. Any charge incurred by their removal will be passed to unit Owners.

2.7 Pot plants in common areas **(Approved at the AGM 21/11/2011)**

To maintain the appearance of the complex, pot plants should be well maintained at all times and limited in number. In the main, pot plants should be limited to the balconies of Units 17- 39. Pots can be terracotta, black or neutral in colour with a maximum of five (5) per unit to be placed immediately outside units. Additional pots can be placed in the common area following written approval from adjacent neighbours and the Owners Corporation.

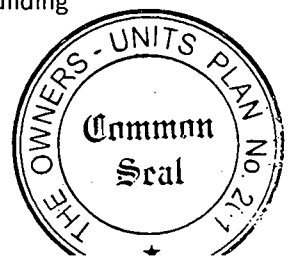
2.8 Balconies and Verandahs **(Approved at the AGM 21/11/2011)**

To maintain the appearance of the complex, unit balconies and verandahs should be well maintained at all times. Acceptable items on balconies and verandahs include well-maintained garden and outdoor furniture and potted plants. Balconies and verandahs must not be used as storage areas for cleaning and other household items. Laundry racks should be kept below height of the balcony and will be allowed only on the balconies on the Macquarie Street side.

All plants should have drip trays under their pots to prevent water penetrating the surface and possibly causing seepage damage to adjacent units. Creepers and vines trained along balcony railings (intertwined) are not permitted as they compromise the integrity of the building architecture and can damage the building surface, causing maintenance problems, including costly re-painting. If such damage occurs, the owner will be liable for the cost of repairs and maintenance and not the Owners Corporation.

2.9 Separate Sinking Funds **(Approved at the AGM 21/11/2011)**

- (a) The sinking fund established pursuant to the Unit Titles Management Act 2001 for Units Plan 201 shall be levied, managed, and reported on in respect of the Old Building Units and New Building Units on a differential basis having regard to:
- (i) Their projected needs;
 - (ii) Their projected costs;
 - (iii) Their anticipated future expenditure from the sinking fund.
- (b) The four (4) Sinking Funds to be levied, managed and reported on are as follows:
- (i) Old Building Units 1-8;
 - (ii) Old Buildings Units 9-16;
 - (iii) New Building Units 17-37; and
 - (iv) The Common Areas.
- (c) All repairs and maintenance costs for each building shall be attributed to the relevant building without exception.



2.10 Voting at General Meetings

(Approved at the AGM 21/11/2011)

All owners must be financial and any cheques for arrears must be cleared on or before the date of a General Meeting. If this is not the case, owner will not be entitled to vote.

2.11 Recoupment of Costs of Debt Collection

(Approved at the AGM 24/08/2017)

(a) If the Owners corporation incurs legal or other costs in any legal or administrative action against a unit holder, including action to recover amounts owing pursuant to section 95 of the Unit Titles (Management) Act 2011, then, provided the legal or administrative action was commenced by the Owners Corporation in good faith, the unit holder shall, be liable to pay the Owners Corporation the full amount of the legal fees or other costs incurred in the legal or administrative action.

(b) 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/s.

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

2.12 Unauthorised Leasing

(Approved at the AGM 24/08/2020)

The Units Plan 201 Owner's Corporation prohibit any unit to be leased as a temporary use of short stay accommodation such as Air BnB, motel/hotel residence or similar by unit owners or their leased tenants/residents.

2.13. All Strata Related Correspondence including General Meeting papers may be sent by email

(Approved at the AGM 24/08/2017)

For the purpose of giving notice of a general meeting of Schedule 3, Section 3.6 of the Unit Titles (Management) Act 2011, notices and all other general correspondence will be sent by email to an address notified for this purpose by the owner. If no email address is nominated to the Strata Manager, the notice will be sent by post.

2.14. Location of Air-Conditioning Unit

(Approved at the AGM 25/08/2021)

The Executive Committee shall not grant approval to any owner to install an air-conditioning unit on the side of any building facing the internal courtyard.

2.15. Pet Management

(Approved at AGM dated 12/08/2025)

(i) Dog owners at Barton Court must keep their animals on the leash at all times in the common areas, including in the courtyard, the gardens, the strip of land behind the New Building and the grassed areas in front of the two Original Buildings. The use of these common areas as a toileting area for dogs is strictly prohibited and will not be tolerated. This includes both defecation, which is a health hazard, and urination, which is damaging the lawns. All residents should immediately report any incidents that contravene this Rule to our Strata Manager or to the Executive Committee so action can be taken.

(ii) Dog hair on carpets in the common areas must be cleaned immediately by the dog owner. If the owner fails to do so, additional cleaning will be arranged by the Executive Committee with the cost to be paid by the dog owner or failing that, by the unit owner.



Method of Contributions 3

3.1 Sinking Fund - Units 1-8- Method of Contribution Payment

(Approved at the AGM 25/08/2021)

The Sinking Fund – Units 1-8 Levy contributions are paid in accordance with the unit entitlements and to be paid only by Units 1 to 8 and this method is included as a Registered Rule of the Owners Corporation.

3.2 Sinking Fund – Units 9-16 - Method of Contribution Payment

(Approved at the AGM 25/08/2021)

The Sinking Fund – Units 9-16 Levy contributions are paid in accordance with the unit entitlements and to be paid only by Units 9 to 16 and this method is to be included as a Registered Rule of the Owners Corporation.

3.3 Sinking Fund – Units 17-37- Method of Contribution Payment

(Approved at the AGM 25/08/2021)

The Sinking Fund – Units 17-37 Levy contributions are paid in accordance with the unit entitlements and to be paid only by Units 17 to 37 and this method is to be included as a Registered Rule of the Owners Corporation.

3.4 Heating Fund Budget – Units 1-16 – Method of Contribution Payment

(Approved at the AGM 25/08/2021)

The Heating Fund – Units 1-16 Levy contributions are paid in accordance with the unit entitlements and to be paid only by Units 1 to 16 and that this method is to be included as a Registered Rule of the Owners Corporation.

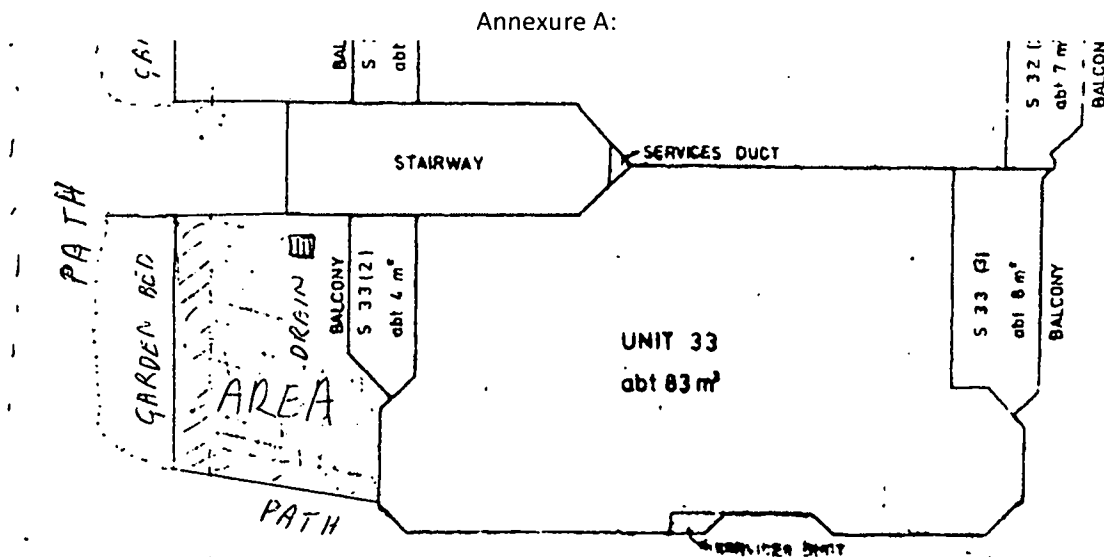


Special Privilege Rules 4

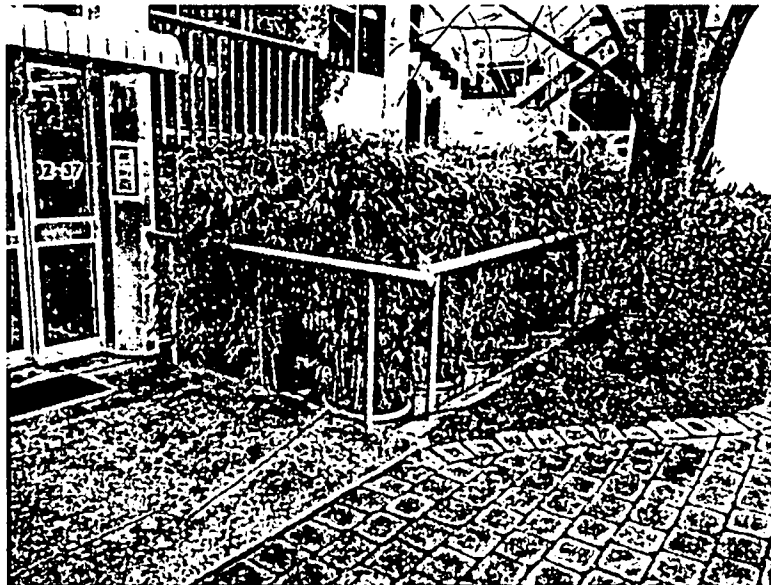
4.1 Special Privilege For Unit 33

The owners of unit 33/11 Bourke Street Barton are granted a special privilege for the enjoyment of the common property adjoining unit 33 as shown in Annexure "A", subject to the conditions in the below policy.

To be clear the maintenance of this area is to be the responsibility of the owners of Unit 33 whenever the Special Privilege is in force and relieves the Owners Corporation of its obligation under Section 24 (Maintenance Obligations) of the *Unit Titles (Management) Act 2011*.



Area from outside, August 2022



Policy governing the enclosed area of common property outside unit 33

Introduction

1. The recessed, enclosed area outside Unit 33 is partly the property of that unit, but is largely common property of all Barton Court unit owners. (The boundary between the two parts is where the edge of the original concrete porch would have been, as can be seen at other ground floor units of the same building.) This document sets out the principles which apply to that piece of common property, the 'area concerned'.
2. The area concerned has a functional role in the Barton Court estate: it is a stormwater drainage area, important during heavy rainfall.

Body Corporate rights and intention

3. The area concerned remains under the control of the Owners' Corporation. The owners and occupants of Unit 33 must comply with this policy and with any Owners' Corporation specific directions relating to it.
4. The Owners' Corporation recognises, however, that the area concerned is not easily accessible to other Barton Court residents, and that its structure means that general access to it would impinge on the privacy of the occupants of Unit 33. The Owners' Corporation does not intend to facilitate or support general access to the area.
5. The Owner's Corporation accepts that the area concerned can be used by the occupants of Unit 33, provided that such use does not cause any detriment or nuisance to other residents.
6. The Owners' Corporation reserves its own right of access, however, for building and grounds management and maintenance purposes, and may choose to use the area concerned for any appropriate purpose. If such use could affect the occupants of Unit 33, the Owners' Corporation would advise the occupants before initiating any activity.
7. The Owners' Corporation also notes its right to make appropriate physical changes to the area concerned if ever required for the benefit of the complex. The owner of Unit 33 would be consulted well in advance of any such changes. (Such changes may require modification of this policy, or render it obsolete.) The owner would also be advised of any significant maintenance work which needed to be done in the area concerned.

Owner/occupant rights and obligations

8. The occupants of Unit 33 have free access to the area concerned, but must respect the rules applying to areas of common property at Barton Court. And in particular:
 - a) they must not impede the flow of water to the drainage point, and must ensure that the drain entry point is kept clear of any material that could block the drain in the event of rain;
 - b) they may not place permanent or substantial structures in the area, or make changes to it, without prior Owners' Corporation approval; and
 - c) they must ensure that access to the area concerned for emergency maintenance purposes is always possible.
9. As an exception to the Barton Court rules on common property, however - and as a Special Privilege under the ACT Unit Titles (Management) Act - the Owners' Corporation allows the occupants of Unit 33 to keep privately-owned items such as furniture or pot plants in the area, provided that:
 - a) according to the judgement of the Executive Committee of Owners' Corporation, any such items are unobtrusive and compatible with the general ambience of the central garden area of Barton Court;
 - b) according to the judgement of the Owners' Corporation, such items do not constitute a threat to the drainage, or to any other aspect of communal living; and
 - c) any such items are rearranged or removed immediately at the direction of the Owners' Corporation.





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	25	Block	1	Section	23	Suburb	BARTON
------	----	-------	---	---------	----	--------	--------

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: N/A

Dated: 07-MAY-63

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)

Date: 29-SEP-25 16:52:20

Applicant's Name : Taylor, Camilla
E-mail Address : camilla@taylorlegal.com.au
Client Reference : 24/753



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

29-SEP-2025 16:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 2

INFORMATION ABOUT THE PROPERTY

BARTON Section 23/Block 1/Unit 25

Building Class: A

Area(m2): 5,574.1
Unimproved Value: \$12,900,000
Year: 2025
Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

No Applications Found.

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

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

Sect	Blk	DA No.	Description	Overlay Policy	Status
58	51	202342201	PROPOSAL FOR ALTERATIONS ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT AND LEASE VARIATION - internal alterations to the lower ground floor to facilitate the change of building class and associated works. Lease Variation to permit non-retail commercial use.	ANIA Approval Conditional	07-FEB-24

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/>



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

29-SEP-2025 16:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 2

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 -----

03 October 2025

Taylor Legal

Ref

Re Lot 25 Units Plan No. 201

Fee 342 Paid

Above Fee includes GST

Dear Team,

As requested, please find enclosed the Section 119 Certificate, 2 years of meeting minutes, Certificate of currency, Insurance Valuation, Maintenance Plan and the Sinking Fund Plan.

If you require further information, please contact me.

Yours sincerely,

Amanda Menser
Office Manager

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

The Owners - Units Plan No. 201

Unit No: 25

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: **58**

Total Building Entitlements: **2,085**

Managing Agent

Name and address of manager (if any) appointed under Section 50 is: **Link Strata Management
PO Box 154
CURTIN ACT 2605**

Contact Phone Number: **02 6260 3722**

Corporation's records can be inspected at

Address: **Link Strata Management
PO Box 154
CURTIN ACT 2605**

Contact Phone Number: **02 6260 3722**

Members of Corporation's executive committee

Office	Name	Address
Chairperson		
Secretary		
Treasurer		

Committee	Ms Julie McDonald	PO Box 154 CURTIN ACT 2605
	Mr Constantine Nikolakopoulos	PO Box 154 CURTIN ACT 2605
	Mr Mathew Neuhaus	PO Box 154 CURTIN ACT 2605
	Ms Cathy Rainsford	PO Box 154 CURTIN ACT 2605
	Ms Sally Burnard	PO Box 154 CURTIN ACT 2605
	Ms Elizabeth Gould	PO Box 154 CURTIN ACT 2605
	Mr Trevor Tier	PO Box 154 CURTIN ACT 2605
	Mr Hugh McClure	PO Box 154 CURTIN ACT 2605

UNIT TITLE SALE CERTIFICATE**Section 119 (1) (a)****Units Plan No. 201 - Unit 25****Funds Details****Contributions payable to Administration Fund:**Total amount last determined with respect of the unit **\$3,234.37**Number of instalments payable **4****Instalment Details:-**

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/09/25 to 30/11/25	1,078.12	15/09/25		0.00	15/09/25
01/12/25 to 28/02/26	718.75	01/12/25		0.00	01/12/25
01/03/26 to 31/05/26	718.75	01/03/26		0.00	01/03/26
01/06/26 to 31/08/26	718.75	01/06/26		0.00	01/06/26

Amount (if any) outstanding (credit shown with -) **\$1,078.12**Paid to **31/08/25****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 **\$286.42**Number of instalments payable **4****Instalment Details:-**

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/09/25 to 30/11/25	95.47	15/09/25		0.00	15/09/25
01/12/25 to 28/02/26	63.65	01/12/25		0.00	01/12/25
01/03/26 to 31/05/26	63.65	01/03/26		0.00	01/03/26
01/06/26 to 31/08/26	63.65	01/06/26		0.00	01/06/26

Amount (if any) outstanding (credit shown with -) **\$95.47**Paid to **31/08/25****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
Sinking New Build U17-37	01/09/25 to 30/11/25	1,958.14	15/09/25		0.00	15/09/25
Sinking New Build U17-37	01/12/25 to 28/02/26	2,863.85	01/12/25		0.00	01/12/25
Sinking New Build U17-37	01/03/26 to 31/05/26	2,863.85	01/03/26		0.00	01/03/26
Sinking New Build U17-37	01/06/26 to 31/08/26	2,863.85	01/06/26		0.00	01/06/26

Amount (if any) outstanding (credit shown with -) **\$1,958.14**

UNIT TITLE SALE CERTIFICATE**Section 119 (1) (a)****Units Plan No. 201 - Unit 25****Other amounts owing**

Rate of interest payable	10.00	per cent	Interest Owing	\$112.13
Purpose		Fund	Due Date	Amount Due
Other		Other		79.53

Amount (if any) outstanding (credit shown with -) **\$79.53**Total amount due and payable as at the date of this Certificate (credit shown with -): **\$3,323.39****Insurance Policies**

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Due Date	Date when last premium paid	Amount of last premium
BUILDING Chu U/writing Agencies P/I	46525	18,500,000.00	30/03/26	19/03/25	31,290.35
PUBLIC LIABILITY Chu U/writing Agencies P/I	46525	20,000,000.00	30/03/26	19/03/25	
OFFICE BEARERS Chu U/writing Agencies P/I	46525	5,000,000.00	30/03/26	19/03/25	
WORKERS COMP CGU Workers Compensation	46525	As per Act	30/03/26	19/03/25	
LOSS RENT/TEMP ACCOM Chu U/writing Agencies P/I	46525	2,775,000.00	30/03/26	19/03/25	
CATASTROPHE Chu U/writing Agencies P/I	46525	5,550,000.00	30/03/26	19/03/25	
VOLUNTARY WORKERS Chu U/writing Agencies P/I	46525	\$200,000/\$2,000	30/03/26	19/03/25	
GOVT AUDIT COSTS Chu U/writing Agencies P/I	46525	25,000.00	30/03/26	19/03/25	
OWNER'S FIXTURES & I Chu U/writing Agencies P/I	46525	250,000.00	30/03/26	19/03/25	
APPEAL EXPS - COMMON Chu U/writing Agencies P/I	46525	100,000.00	30/03/26	19/03/25	
LEGAL DEFENCE EXPENS Chu U/writing Agencies P/I	46525	50,000.00	30/03/26	19/03/25	
FIDELITY GUARANTEE Chu U/writing Agencies P/I	46525	100,000.00	30/03/26	19/03/25	
CATASTROPHE-RENT Chu U/writing Agencies P/I	46525	832,500.00	30/03/26	19/03/25	
CATASTROPHE-TEMP ACC Chu U/writing Agencies P/I	46525	277,500.00	30/03/26	19/03/25	
CATASTROPHE-STORAGE Chu U/writing Agencies P/I	46525	277,500.00	30/03/26	19/03/25	
FLOOD Chu U/writing Agencies P/I	46525	Included	30/03/26	19/03/25	
OPTIONAL PAINT Chu U/writing Agencies P/I	46525	Included	30/03/26	19/03/25	

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 201 - Unit 25

Fund Balances

Balances as at: 03 October 2025

Administrative Fund	66,286.89
Sinking Fund	65,287.63
Heating U1-16 F1	37,609.39
Original Build U1-8 Sf2	103,449.63
New Build U17-37 Sf3	241,322.57
Original Build U9-16 Sf4	99,801.06

Developer Control Period

Developer Control Period Expiry Date:

Borrowed Money

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

N/A

Sustainability Infrastructure

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

N/A

Crown Lease Extension Application

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

19th December 2032

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 201 - Unit 25

Ongoing Development Approval

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

N/A

Embedded Network

If any of the utility services within the units plan are a part of an embedded network

(i) Which utility service the embedded network applies to

N/A

(ii) The name of the embedded network provider

N/A

N/A



Dated at Canberra the **03 October 2025**

**“BARTON COURT”
12-16 DARLING STREET, BARTON ACT
UNITS PLAN No. 201**

Schedule 1

1.1 Definitions—default rules

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

1.2 Payment of rates and taxes by unit owners

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

1.3 Repairs and maintenance

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

1.4 Erections and alterations

(Alternative Rule Approved at the AGM 07/08/2017)

- (1) A unit owner may erect or alter any structure in or on the unit or the common property only—
 - (a) in accordance with an ordinary resolution of the Executive Committee or if the Executive Committee is not able or willing to pass such a resolution then by special resolution of the Corporation; 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.

(Part 3 is included in the new legislation commencing 01/11/2020)

- (3) However, if the structure is sustainability infrastructure, the owners corporation's permission must not be unreasonably withheld.

Examples—permission not unreasonably withheld

- a. safety considerations
- b. structural considerations

Example—permission unreasonably withheld

external appearance of a unit or the units plan

1.5 Pets in units

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

1.6 Assistance animals

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

1.7 Use of common property

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

1.8 Hazardous use of unit

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

1.9 Use of unit—nuisance or annoyance

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

1.10 Noise

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

1.11 Illegal use of unit

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

1.12 What may an executive committee representative do?

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

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

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

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

Alternative Rules 2

alternative rules means rules other than the default rules

2.1 Repairs and maintenance (Approved at the AGM 25/8/2010)

External Painting only be allowed during the period 1 October to 15 April.

2.2 Use of common property (Approved at the AGM 5/9/2013)

Residents are not permitted to store, in the common stairwells of any Barton Court buildings, any items, including bicycles and prams (as per the mandatory Common Area Safety Report 2013), that may cause a trip hazard or impede the egress of any person in the event of an emergency. Failure to comply will result in the item/s being removed by the Owners Corporation, and payment for the removal of such items and any damage to the common property caused by the storage/removal of such items will be the responsibility of the Unit Owner.

2.3 Execution of Documents (Approved at the AGM 25/08/2021)

The Strata Manager is allowed to sign all statutory documents required under the Act, including Section 119 certificates and notices of reduced quorums.

The Executive Committee must approve the signing of all other documents, such as contracts and service agreements.

2.4 Units 1-16 Floor space (Approved at the AGM 21/11/2011)

A unit owner must not install a timber or tile floor in his or her unit unless the following conditions have been met:

- (1) The proposed flooring is installed in accordance with an ordinary resolution of the Executive Committee or, if the Executive Committee is not able or willing to pass such resolution, then by special resolution of the Owners Corporation;
- (2) prior to installation, the proposed flooring has been designed and approved by an accredited acoustic consultant to minimise the transmission of noise to adjoining units: and,
- (3) following installation, the unit owner/s provide the Managing Agent with a certificate from the accredited acoustic consultant that the timber or the tiled floor complies with the design approved under paragraph (2).

2.5 Units 1-16 Heating (Approved at the AGM 21/11/2011)

- (1) Units 1 - 16 inclusive are heated with hot water by pipes and radiators connected to a furnace or furnaces located on part of the common property.
 - > The heating is to be turned on and off on the second Friday of April and October respectively, each year
 - > Variations to this timing require written approval by the Owners Corporation.
- (2) The Corporation shall maintain and repair the furnaces, pipes and radiators referred to in clause (1) and shall meet all running and maintenance costs for the operation of the furnaces including fuel charges.
- (3) The whole of the costs incurred by the Corporation pursuant to clause (2) of these Rules shall be borne by the Owners of units 1 - 16 in the same proportion as the unit entitlement for each unit bears to the aggregate unit entitlement for units 1 - 16 inclusive for the period outlined above.
 - > Following approval from the Owners Corporation, an owner may elect to pay for all of the heating consumed outside of the above periods where the majority of Owners have not supported the additional time.
- (4) Payments to be made by the Owners of units 1 - 16 inclusive pursuant to clause (3) of these rules shall be made to the Corporation at the same time as contributions are payable to the Corporation pursuant to Section 60(3) of the Unit Titles Act 2001.

- (5) The cost of electricity to operate the boilers is to be charged to the Heating Fund. This amount is calculated as the extra electricity cost during the 6 month period when heating is provided to Units 1-16

2.6 Carports (Approved at the AGM 21/11/2011)

To maintain the appearance of the complex, unit carports should be well maintained at all times. The carports will be steam cleaned annually in spring. They must not be used as storage areas. Acceptable items in the carports include bicycles and mobility aids such as scooters or walking frames. Flammable items such as cardboard boxes, furniture etc. present a fire hazard and must not be stored in carports. Requests to remove flammable or other stored items will be made to both residents and owners. If such items remain in the carport for more than a week, they will be removed by the Owners Corporation. Any charge incurred by their removal will be passed to unit Owners.

2.7 Pot plants in common areas (Approved at the AGM 21/11/2011)

To maintain the appearance of the complex, pot plants should be well maintained at all times and limited in number. In the main, pot plants should be limited to the balconies of Units 17- 39. Pots can be terracotta, black or neutral in colour with a maximum of five (5) per unit to be placed immediately outside units. Additional pots can be placed in the common area following written approval from adjacent neighbours and the Owners Corporation.

2.8 Balconies and Verandahs (Approved at the AGM 21/11/2011)

To maintain the appearance of the complex, unit balconies and verandahs should be well maintained at all times. Acceptable items on balconies and verandahs include well-maintained garden and outdoor furniture and potted plants.

Balconies and verandahs must not be used as storage areas for cleaning and other household items. Laundry racks should be kept below height of the balcony and will be allowed only on the balconies on the Macquarie Street side.

All plants should have drip trays under their pots to prevent water penetrating the surface and possibly causing seepage damage to adjacent units. Creepers and vines trained along balcony railings (intertwined) are not permitted as they compromise the integrity of the building architecture and can damage the building surface, causing maintenance problems, including costly re-painting. If such damage occurs, the owner will be liable for the cost of repairs and maintenance and not the Owners Corporation.

2.9 Separate Sinking Funds (Approved at the AGM 21/11/2011)

- (a) The sinking fund established pursuant to the Unit Titles Management Act 2001 for Units Plan 201 shall be levied, managed, and reported on in respect of the Old Building Units and New Building Units on a differential basis having regard to:
- (i) Their projected needs;
 - (ii) Their projected costs;
 - (iii) Their anticipated future expenditure from the sinking fund.
- (b) The four (4) Sinking Funds to be levied, managed and reported on are as follows:
- (i) Old Building Units 1-8;
 - (ii) Old Buildings Units 9-16;
 - (iii) New Building Units 17-37; and
 - (iv) The Common Areas.
- (c) All repairs and maintenance costs for each building shall be attributed to the relevant building without exception.

2.10 Voting at General Meetings

(Approved at the AGM 21/11/2011)

All owners must be financial and any cheques for arrears must be cleared on or before the date of a General Meeting. If this is not the case, owner will not be entitled to vote.

2.11 Recoupment of Costs of Debt Collection

(Approved at the AGM 24/08/2017)

(a) If the Owners corporation incurs legal or other costs in any legal or administrative action against a unit holder, including action to recover amounts owing pursuant to section 95 of the Unit Titles (Management) Act 2011, then, provided the legal or administrative action was commenced by the Owners Corporation in good faith, the unit holder shall, be liable to pay the Owners Corporation the full amount of the legal fees or other costs incurred in the legal or administrative action.

(b) 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/s.

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

2.12 Unauthorised Leasing

(Approved at the AGM 24/08/2020)

The Units Plan 201 Owner's Corporation prohibit any unit to be leased as a temporary use of short stay accommodation such as Air BnB, motel/hotel residence or similar by unit owners or their leased tenants/residents.

2.13. All Strata Related Correspondence including General Meeting papers may be sent by email

(Approved at the AGM 24/08/2017)

For the purpose of giving notice of a general meeting of Schedule 3, Section 3.6 of the Unit Titles (Management) Act 2011, notices and all other general correspondence will be sent by email to an address notified for this purpose by the owner. If no email address is nominated to the Strata Manager, the notice will be sent by post.

2.14. Location of Air-Conditioning Unit

(Approved at the AGM 25/08/2021)

The Executive Committee shall not grant approval to any owner to install an air-conditioning unit on the side of any building facing the internal courtyard.

2.15. Pet Management

(Approved at AGM dated 12/08/2025)

(i) Dog owners at Barton Court must keep their animals on the leash at all times in the common areas, including in the courtyard, the gardens, the strip of land behind the New Building and the grassed areas in front of the two Original Buildings. The use of these common areas as a toileting area for dogs is strictly prohibited and will not be tolerated. This includes both defecation, which is a health hazard, and urination, which is damaging the lawns. All residents should immediately report any incidents that contravene this Rule to our Strata Manager or to the Executive Committee so action can be taken.

(ii) Dog hair on carpets in the common areas must be cleaned immediately by the dog owner. If the owner fails to do so, additional cleaning will be arranged by the Executive Committee with the cost to be paid by the dog owner or failing that, by the unit owner.

Method of Contributions 3

3.1 Sinking Fund - Units 1-8- Method of Contribution Payment

(Approved at the AGM 25/08/2021)

The Sinking Fund – Units 1-8 Levy contributions are paid in accordance with the unit entitlements and to be paid only by Units 1 to 8 and this method is included as a Registered Rule of the Owners Corporation.

3.2 Sinking Fund – Units 9-16 - Method of Contribution Payment

(Approved at the AGM 25/08/2021)

The Sinking Fund – Units 9-16 Levy contributions are paid in accordance with the unit entitlements and to be paid only by Units 9 to 16 and this method is to be included as a Registered Rule of the Owners Corporation.

3.3 Sinking Fund – Units 17-37- Method of Contribution Payment

(Approved at the AGM 25/08/2021)

The Sinking Fund – Units 17-37 Levy contributions are paid in accordance with the unit entitlements and to be paid only by Units 17 to 37 and this method is to be included as a Registered Rule of the Owners Corporation.

3.4 Heating Fund Budget – Units 1-16 – Method of Contribution Payment

(Approved at the AGM 25/08/2021)

The Heating Fund – Units 1-16 Levy contributions are paid in accordance with the unit entitlements and to be paid only by Units 1 to 16 and that this method is to be included as a Registered Rule of the Owners Corporation.

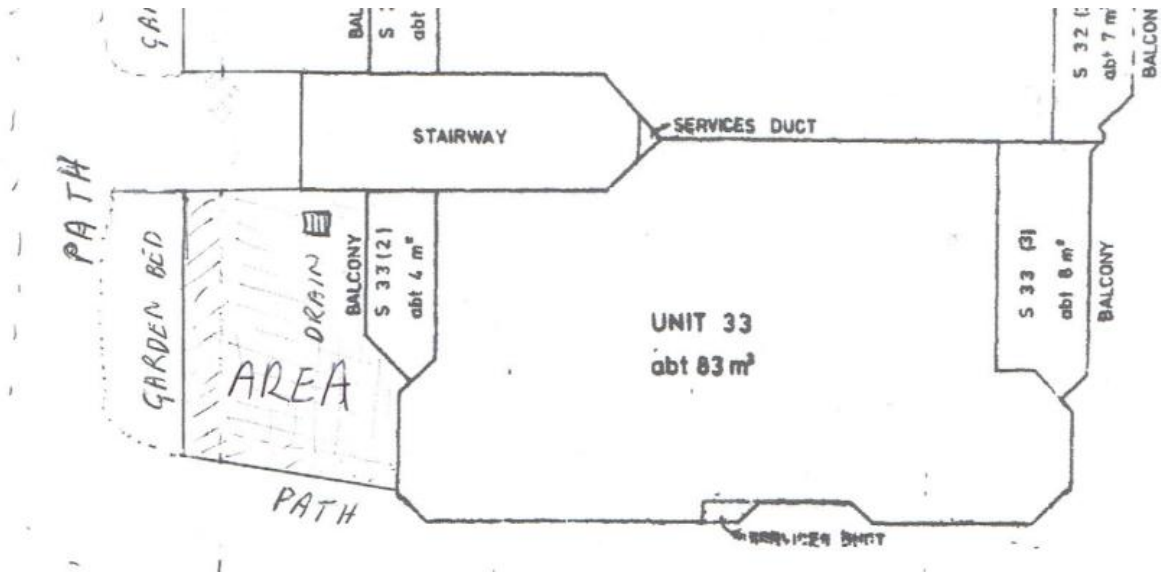
Special Privilege Rules 4

4.1 Special Privilege For Unit 33

The owners of unit 33/11 Bourke Street Barton are granted a special privilege for the enjoyment of the common property adjoining unit 33 as shown in Annexure "A", subject to the conditions in the below policy.

To be clear the maintenance of this area is to be the responsibility of the owners of Unit 33 whenever the Special Privilege is in force and relieves the Owners Corporation of its obligation under Section 24 (Maintenance Obligations) of the *Unit Titles (Management) Act 2011*.

Annexure A:



Area from outside, August 2022



Policy governing the enclosed area of common property outside unit 33

Introduction

1. The recessed, enclosed area outside Unit 33 is partly the property of that unit, but is largely common property of all Barton Court unit owners. (The boundary between the two parts is where the edge of the original concrete porch would have been, as can be seen at other ground floor units of the same building.) This document sets out the principles which apply to that piece of common property, the 'area concerned'.
2. The area concerned has a functional role in the Barton Court estate: it is a stormwater drainage area, important during heavy rainfall.

Body Corporate rights and intention

3. The area concerned remains under the control of the Owners' Corporation. The owners and occupants of Unit 33 must comply with this policy and with any Owners' Corporation specific directions relating to it.
4. The Owners' Corporation recognises, however, that the area concerned is not easily accessible to other Barton Court residents, and that its structure means that general access to it would impinge on the privacy of the occupants of Unit 33. The Owners' Corporation does not intend to facilitate or support general access to the area.
5. The Owner's Corporation accepts that the area concerned can be used by the occupants of Unit 33, provided that such use does not cause any detriment or nuisance to other residents.
6. The Owners' Corporation reserves its own right of access, however, for building and grounds management and maintenance purposes, and may choose to use the area concerned for any appropriate purpose. If such use could affect the occupants of Unit 33, the Owners' Corporation would advise the occupants before initiating any activity.
7. The Owners' Corporation also notes its right to make appropriate physical changes to the area concerned if ever required for the benefit of the complex. The owner of Unit 33 would be consulted well in advance of any such changes. (Such changes may require modification of this policy, or render it obsolete.) The owner would also be advised of any significant maintenance work which needed to be done in the area concerned.

Owner/occupant rights and obligations

8. The occupants of Unit 33 have free access to the area concerned, but must respect the rules applying to areas of common property at Barton Court. And in particular:
 - a) they must not impede the flow of water to the drainage point, and must ensure that the drain entry point is kept clear of any material that could block the drain in the event of rain;
 - b) they may not place permanent or substantial structures in the area, or make changes to it, without prior Owners' Corporation approval; and
 - c) they must ensure that access to the area concerned for emergency maintenance purposes is always possible.
9. As an exception to the Barton Court rules on common property, however - and as a Special Privilege under the ACT Unit Titles (Management) Act - the Owners' Corporation allows the occupants of Unit 33 to keep privately-owned items such as furniture or pot plants in the area, provided that:
 - a) according to the judgement of the Executive Committee of Owners' Corporation, any such items are unobtrusive and compatible with the general ambience of the central garden area of Barton Court;
 - b) according to the judgement of the Owners' Corporation, such items do not constitute a threat to the drainage, or to any other aspect of communal living; and
 - c) any such items are rearranged or removed immediately at the direction of the Owners' Corporation.

QS Solutions

Property & Construction Consultants

23 Kirkwood Avenue, Epping NSW 2121

Telephone: 02 9876 4757

Email: info@qssolutions.com.au

ABN 44 532 823 563

13 December 2024

File No: 1153.7.3

The Owners UP201

C/o Kripa Gosai

Link Strata Management

PO Box 154

Curtin ACT 2605

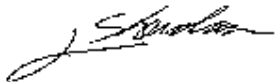
Dear Kripa

**RE: UNITS 17-37, BARTON COURT: SINKING FUND PLAN
12-16 DARLING STREET, BARTON ACT**

Further to our proposal and your subsequent commission, QS Solutions are pleased to enclose our Sinking Fund Plan for the above property.

Should you have any queries please do not hesitate to contact Justin Sheridan of this office.

Yours sincerely



Justin Sheridan

QS Solutions

Enc

Units 17-37 Barton Court: Sinking Fund Plan



12-16 Darling Street, Barton ACT Unit Plan 201

December 2024

File No: 1153.7.3

QS Solutions
Property & Construction Consultants

23 Kirkwood Avenue
Epping NSW 2121
Telephone: 02 9876 4757

Table of Contents

1. Introduction	2
2. Building Description	2
3. Valuation Methodology	3
3.1 Benefits of future planning	3
3.2 Included assets	3
3.3 Reinstatement years.....	4
3.4 Reinstatement costs.....	4
3.5 Inflation rate.....	4
4. Reviewing & Refining	5
4.1 Why review.....	5
4.2 Refining.....	5
5. Information for Substantiation	6
5.1 Site inspection.....	6
5.2 General inclusions and exclusions	6
5.3 Specific exclusions.....	7
5.4 Specific inclusions	7
6. Sinking Fund Analysis	8
6.1 Asset Contributions	8
6.2 Asset Expenditure	10
6.3 Summary	12
7. Disclaimer.....	13

1. Introduction

Under instructions from Kripa Gosai of Link Strata Management, QS Solutions have prepared an independent sinking fund analysis for unit plan 201 at 12-16 Darling Street, Barton ACT. The purpose of the assessment is to help the Owners Corporations plan for the future by identifying when sinking fund expenses may be required for specific building assets. The assessment will help the Owners Corporation plan for the timely reinstatement of the buildings' assets as they near the end of their effective life. As such the assessment should be used as a basis to calculate reasonable sinking fund contributions so the buildings retain their desired quality while reducing the need for special capital works levies.

2. Barton Court Description

The property is 92m by 61m and adjoins Darling Street, Macquarie Street and Bourke Street at Barton ACT. The property includes 37 lot residential strata with two, two storey buildings and one newer three storey building. The buildings have painted masonry, timber and face brick facades, timber and metal framed windows, tiled roofs with gable ends and a flat metal roof with sky lights. The buildings include internal and external stairways. The property includes carports with attached storerooms. External areas include mature landscaped garden areas.

Separate sinking funds have been prepared for each of the three buildings as well as for the common external areas.

This sinking fund is for the newer building facing Macquarie Street which contains Units 17-37.

The newer building is a three-storey, 21-unit building with three internal stairwells. The building has a painted masonry façade, metal-framed windows and doors and covered balconies with painted metal balustrades. The building has a central, flat-metal roof with sky lights and tiled roof around the perimeter.

3. Valuation Methodology

This sinking fund aims to help the unit owners estimate the money they should set aside each year for anticipated sinking fund expenditure. Good property management recognises that all lot owners contribute to a building's wear and tear and that they should all contribute to the costs of reinstating the building to its original condition.

3.1 Benefits of future planning

This sinking fund plan includes assets anticipated to require capital expenditure within the next 10 years. This future planning:

- Spreads the cost of capital reinstatement over a number of years;
- Reduces the financial pressure of large special levies;
- Improves the units' cash flow provision;
- Improves a units' ability to react to sudden or emergency events;
- Improves the capital value of each lot;
- Maintains the building's desired appearance and performance;
- Can assist in reducing owner contributions if invested sinking fund interest contributes towards sinking fund levies.

3.2 Included assets

The included sinking fund assets are understood to be the responsibility of the unit owners and are those which cannot be economically repaired or maintained without reinstatement. The sinking fund excludes regular administration, repairs and maintenance costs.

QS Solutions has reviewed the unit plan and has prepared the report on the verbal advice provided during the inspection. No services plans, by-laws or other agreements were provided when preparing the report.

3.3 Reinstatement years

While an asset's life can be extended indefinitely with unlimited expenditure on repairs and maintenance, it is assumed that an asset's effective live ends when it is no longer economical to maintain it.

The reinstatement year is the number of years until the asset is anticipated to reach the end of its effective life for its intended purpose and will be wholly or substantially reinstated. These life expectancies are based on our site inspection and the following factors:

- Its age, current condition and insured duration;
- Historical performance of the asset and similar assets in comparable buildings;
- Local conditions and its ability to carry out its intended function;
- The Owners Corporation's required standards.

3.4 Reinstatement costs

Reinstatement costs are the estimated costs to restore assets back to their original standard.

The costs:

- Assume the work will be carried out by qualified and independent tradespeople;
- Are at the date noted in the report;
- Consider the availability of replacement parts;
- May allow for partial restoration or total replacement;
- Exclude GST which is included at the bottom of the analysis after summing the annual cost of all assets. Owners should consider their requirements for collecting and paying GST when reviewing the sinking fund.

3.5 Inflation rate

The estimated building inflation rate is anticipated over the life of the sinking fund. Variances in inflation can significantly impact a sinking funds cash position and it is recommended the sinking fund be periodically updated to address inflation discrepancies.

4. Reviewing & Refining

Variations to this sinking fund are likely due to future unforeseen events and the Owners Corporation should periodically review and refine the sinking fund to ensure reasonable funds are available for future expenditure.

4.1 Why review

The sinking fund assessment is an estimate based upon all available information and the predicted impact of reasonably foreseeable events at the date of the report. It uses a number of assumptions in an attempt to provide an indication of the required annual sinking fund contributions. Reinstatement assets, durations, costs and inflation rates are intended as a guide for the purpose of contributing a reasonable annual allowance to the sinking fund. As an integral property management tool, sinking funds should be regularly refined as the building ages to ensure quality expectations can be met and anticipated expenses included.

4.2 Refining

Owners can improve the accuracy of anticipated sinking fund contribution and expenditure obligations by:

- Regularly reviewing the building's condition and excluding any redundant future expenses and budgeting for previously unforeseen expenses;
- Ensuring that all included assets are the responsibility of the Owners Corporation;
- Considering the consequences of allowing assets to deteriorate past their effective life when estimating reinstatement dates;
- Ensuring reasonable reinstatement costs for the anticipated scope of work;
- Including a reasonable contingency allowance and inflation rate;
- Allowing for possible expenses due to changes in legislation or other items identified in the general exclusions section of this report;
- Obtaining expert independent advice from maintenance contractors or specialist consultants if unsure about a particular item;
- Focusing on assets with high annual maintenance and sinking fund contribution costs.

Any adjustment to the sinking fund will require the report to be recalculated by QS Solutions.

5. Information for Substantiation

This report is based on our understanding of the sinking fund requirements of the Unit Plan's owners.

5.1 Site inspection

The property was visited on 24 May 2024 and an inspection of the common property completed. Common property assets were identified and inspected where possible. The life expectancy and reinstatement cost of these assets was assessed and the annual contributions and expenditure calculated based on an appropriate inflation rate.

When unable to examine an asset, we have assumed its condition and method of construction bearing in mind the age and character of the property.

5.2 General inclusions and exclusions

Unless specifically noted the sinking fund makes no allowance for expenditure resulting directly or indirectly from:

- Unforeseeable events;
- Changes to the use of the building;
- Building defects, water damage, termites or pests;
- Insurance work;
- Work to comply with government legislation, building codes, Occupational Health and Safety or Australian Standards.

Commercial and technological obsolescence is considered when determining the effective life of an asset. Obsolescence can be difficult to predict as asset parts may no longer be available or more cost-effective alternatives may become available.

5.3 Specific exclusions

Assets anticipated to not require sinking fund expenditure within the next 10 years include:

- Upgrading the building to comply with current fire safety requirements, current Australian standards and general safety requirements.
- Installing, certifying or overhauling roof anchors.
- External garden or paved areas as included within the external areas sinking fund.
- Television antennas.
- Bathroom waterproofing.
- Professional fees and consultants.
- Installing security cameras.
- Main switchboard upgrade.
- Letter boxes
- Balcony flooring, waterproofing or balustrades.

5.4 Specific inclusions

Assets anticipated to require sinking fund expenditure within the next 10 years include:

- Essential roof repairs including gutter & downpipe in 2025-2026 for the quoted price of \$318,000 excl GST as instructed.
- Installing corridor emergency & exit lighting in 2026-2027.
- Replacing the audio intercom system in 2027-2028 for \$25,000 excl GST as instructed.

6. Sinking Fund Analysis

The following contribution and expenditure table analysis provide a list of sinking fund assets and their reinstatement dates and costs within 10 years. The list is an estimate based on information available at the time of the report and should be regularly reviewed and updated.

The contribution table assesses the finds to be collected while the expenditure table shows the cost to carry out the work. The tables refer to financial years and the asterisk (*) indicates the year in which each asset will be reinstated.

6.1 Asset Contributions

The contributions table analysis overleaf calculates the annual funds to be set aside for each asset. This highlights the impact each asset has on sinking fund and ensures sufficient funds area available to reinstate each asset when required.

The sum of the sinking fund accumulation row is recalculated in the Sinking fund levies row to provide annual sinking fund levies after deducting the existing sinking fund balance.

Units 17-37, UP201, 12-16 Darling Street, Barton ACT						Sinking fund contributions					* Year of reinstatement				4% Building Inflation Rate				
Assets as at December 2024						Reinstatement Cost (2024)	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	2033-2034			
						First	Subsequent												
1	Services																		
2	Install emergency & exit lighting		3	0	7,000	2,522	2,623	2,728 *	0	0	0	0	0	0	0	0			
3	Minor plumbing works		1	1	2,000	2,080 *	2,163 *	2,250 *	2,340 *	2,433 *	2,531 *	2,632 *	2,737 *	2,847 *	2,960 *				
4	Replace intercom audio system as instructed		4	0	25,000	6,887	7,163	7,449	7,747 *	0	0	0	0	0	0	0			
5	Replace fire extinguishers (no 9)		9	10	3,000	403	420	436	454	472	491	511	531	552 *	526				
6	Internal Finishes																		
7	Carpet to 1 of 3 stairs		1	0	8,654	9,000 *	0	0	0	0	0	0	0	0	0	0			
8	Carpet to 3 of 3 stairs		13	13	25,962	2,600	2,704	2,812	2,925	3,041	3,163	3,290	3,421	3,558	3,700				
9	Paint white walls, ceilings		3	10	15,002	5,406	5,622	5,847 *	2,081	2,164	2,250	2,340	2,434	2,531	2,633				
10	Paint timber railing & stair		3	10	10,017	3,610	3,754	3,904 *	1,389	1,445	1,503	1,563	1,625	1,690	1,758				
11	Paint doors face & door trims		5	10	5,000	1,123	1,168	1,215	1,263	1,314 *	750	780	811	844	877				
12	External Finishes																		
13	Repaint facade		10	10	70,000	8,630	8,976	9,335	9,708	10,096	10,500	10,920	11,357	11,811	12,284 *				
14	Essential roof repairs including gutter & downpipe a quoted		2	50	318,000	168,602	175,346 *	16,011	16,651	17,317	18,010	18,730	19,480	20,259	21,069				
15	Minor facade repairs (eaves, fascia, windows, doors)		10	15	10,000	1,233	1,282	1,334	1,387	1,442	1,500	1,560	1,622	1,687	1,755 *				
16	Contingency & minor items		1	1	5,000	5,200 *	5,408 *	5,624 *	5,849 *	6,083 *	6,327 *	6,580 *	6,843 *	7,117 *	7,401 *				
17	Sinking fund accumulation (excluding GST)					217,298	216,629	58,945	51,794	45,809	47,024	48,905	50,862	52,896	54,964				
18	Sinking fund accumulation (including GST)					239,027	238,292	64,840	56,973	50,389	51,727	53,796	55,948	58,186	60,461				
Units 17-37, UP201, 12-16 Darling Street, Barton ACT						Opening Bal.													
Sinking fund levies at 4% increas PA ** (including GST)						20,000	200,765	208,795	54,273	58,701	61,049	63,491	66,031	68,672	71,419				

** The sum of row 18 smothed after deducting the opening balance. Higher levies in 2024 to 2026 avoid negative closing balance.

6.2 Asset Expenditure

The expenditure analysis shows when funds will be withdrawn from the sinking fund. The expenditure costs are at the date of reinstatement and include for inflation.

Units 17-37, UP201, 12-16 Darling Street, Barton Assets as at December 2024										4% Building Inflation Rate									
		Reinstatement years		Reinstatement Cost (2024)	Sinking fund expenditure					* Year of reinstatement					4% Building Inflation Rate				
		First	Subsequent		2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	2033-2034					
1	Services																		
2	Install emergency & exit lighting	3	0	7,000			7,874 *												
3	Minor plumbing works	1	1	2,000	2,080 *	2,163 *	2,250 *	2,340 *	2,433 *	2,531 *	2,632 *	2,737 *	2,847 *	2,960 *					
4	Replace intercom audio system as instructed	4	0	25,000				29,246 *											
5	Replace fire extinguishers (no 9)	9	10	3,000									4,270 *						
6	Internal Finishes																		
7	Carpet to 1 of 3 stairs	1	0	8,654	9,000 *														
8	Carpet to 3 of 3 stairs	13	13	25,962															
9	Paint white walls, ceilings	3	10	15,002			16,876 *												
10	Paint timber railing & stair	3	10	10,017			11,268 *												
11	Paint doors face & door trims	5	10	5,000					6,083 *										
12	External Finishes																		
13	Repaint façade	10	10	70,000										103,617 *					
14	Essential roof repairs including gutter & downpipe a quoted	2	50	318,000		343,949 *													
15	Minor facade repairs (eaves, fascia, windows, doors)	10	15	10,000										14,802 *					
16	Contingency & minor items	1	1	5,000	5,200 *	5,408 *	5,624 *	5,849 *	6,083 *	6,327 *	6,580 *	6,843 *	7,117 *	7,401 *					
17	Sinking fund expenditure (excluding GST)				16,280	351,520	43,891	37,435	14,600	8,857	9,212	9,580	14,233	128,781					
18	Sinking fund expenditure (including GST)				17,908	386,672	48,281	41,179	16,060	9,743	10,133	10,538	15,656	141,659					

6.3 Summary

The following recommended levies and expenditure columns are from the asset contribution and expenditure tables.

The summary does not consider assets individually which could result in insufficient levies being raised if unexpected sinking fund expenditure occurs.

The summary should only be relied upon once the contribution and expenditure analysis have been reviewed and fully understood.

Units 17-37, UP201, 12-16 Darling Street, Barton ACT				
Annual sinking fund cashflow including GST				
Financial Year	Opening balance	Levies at 4% increase PA	Anticipated Expenditure	Closing balance
2024-2025	20,000	200,765	17,908	202,857
2025-2026	202,857	208,795	386,672	24,980
2026-2027	24,980	54,273 *	48,281	30,972
2027-2028	30,972	56,443	41,179	46,236
2028-2029	46,236	58,701	16,060	88,878
2029-2030	88,878	61,049	9,743	140,184
2030-2031	140,184	63,491	10,133	193,542
2031-2032	193,542	66,031	10,538	249,035
2032-2033	249,035	68,672	15,656	302,051
2033-2034	302,051	71,419	141,659	231,810

* Levies reduced after initial high levies to avoid negative closing balance in 2025-2026

7. Disclaimer

This sinking fund assessment has been prepared for the sole purpose of calculating the estimated annual sinking fund contributions to allow for anticipated sinking fund expenditure. It should not be used for any other purpose.

The contents of this assessment are confidential to the instructing party and essential parties dealing with the units plan fund and are not to be distributed to anyone else without the agreement of QS Solutions, which agreement will not be unreasonably withheld. QS Solutions does not accept any contractual, tortious or other form of liability for any consequences, loss or damage that may arise as a result of any other person acting upon or using this assessment.

It is intended that this assessment will be read in full and no responsibility is accepted for later extractions, amendments, interpretations or distribution of parts of the contents of this assessment to any party.

Insurance Valuation Report

For

Barton Court

12-16 Darling Street, Barton

Scheme Number: UP 201



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 127724

13 February 2020

Professional Indemnity Insurance Policy Number 96 0968886 PLP

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

setting the standard...

Queensland • New South Wales • Victoria • South Australia • Western Australia • Northern Territory • ACT • Tasmania

QIA Group Pty Ltd



REPORT CONTENTS

SECTION 1 – INSURANCE VALUATION SUMMARY	3
1.1 PURPOSE OF REPORT	3
1.2 PROPERTY ADDRESS	3
1.3 DESCRIPTION OF BUILDING	3
1.4 CLIENT	3
1.5 REINSTATEMENT COST ASSESSMENT VALUE	3
1.6 INSPECTOR DETAILS	3
SECTION 2 – INSURANCE VALUATION REPORT	4
2.1 REINSTATEMENT COST ASSESSMENT VALUE	4
2.2 LOSS OF REVENUE.....	4
2.3 CURRENT TRENDS.....	4
2.4 PERIODIC REVIEWS	4
2.5 ELEMENTS USED IN THE CALCULATED VALUE OF THE BUILDING REPLACEMENT	4
2.6 VALUATION	5
2.7 SITE LOCATION MAP	5
SECTION 3 – REPORTING PROCESS AND CONTENT.....	6
3.1 SITE FACTORS	6
3.2 ADDITIONS & IMPROVEMENTS.....	6
3.3 MAINTENANCE	6
3.4 SUMMARY OF CONSTRUCTION	6
3.5 AREAS NOT INSPECTED - TYPICAL	6
3.6 SCOPE	6
3.7 EXCLUSIONS.....	7
SECTION 4 – SITE PHOTOGRAPHS.....	8

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 which estimates the reinstatement costs of the building/s and associated common property improvement and body corporate assets for insurance purposes situated at **12-16 Darling Street, Barton.**

1.2 Property Address

The property is situated at **12-16 Darling Street, Barton.**

1.3 Description of Building

The property consists of thirty seven apartments in three separate two and three storey blocks with carport parking. Common property includes boiler rooms, paving, boundary walls and fences and landscaping.

The plans provided by the Client indicate that the Property was Registered in 1985.

1.4 Client

The Owners for Barton Court.

1.5 Reinstatement Cost Assessment Value

Reinstatement Cost Assessment Value: \$16,338,000 (Inc GST)

1.6 Inspector Details

Inspector Number

1005



Signed for and on behalf of QIA Group Pty Ltd

SECTION 2 – INSURANCE VALUATION REPORT

2.1 Reinstatement Cost Assessment Value

The Reinstatement Cost Assessment Value represents the reinstatement costs associated with the reconstruction of building/s having regard for the functional use and useable area of the original building/s, common areas and body corporate assets. The Reinstatement Cost Assessment Value also estimates the professional fees associated with compilation of design documentation and drafting of plans.

2.2 Loss of Revenue

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

2.3 Current Trends

Past years of inflationary trends in the cost of building have shown building cost indices rising generally in line with official CPI figures.

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.

2.5 Elements used in the Calculated Value of the Building Replacement

The calculated value of the building comprises of several elements including:

- Estimated Cost of constructing a similar building on the same site;
- Allowance for cost escalation during the claim settlement period and time for planning, calling tenders, and fitout;
- Professional and authority fees relating to the demolition, and the new building;
- Costs of making the damaged building safe, demolition and site clearance;
- Cost Escalation in the likely time lapse between the building insurance anniversary date and the date of the event which triggers a reinstatement event.

NB

No allowance has been made for short term price escalations that may eventuate due to a declared catastrophe. Insurers will provide cover for these circumstances upon request, based on the sum insured recommended in this report.

2.6 Valuation

Replacement Building and Improvements Cost: \$13,128,000

Allowance for Cost Escalation during the following:

Demolition, Design and Documentation:	9 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	12 Months

Calculated at 3% per annum over the relevant period \$590,000

Progressive Subtotal: \$13,718,000

Professional Fees: \$1,510,000

Progressive Subtotal: \$15,228,000

Demolition and Removal of Debris: \$650,000

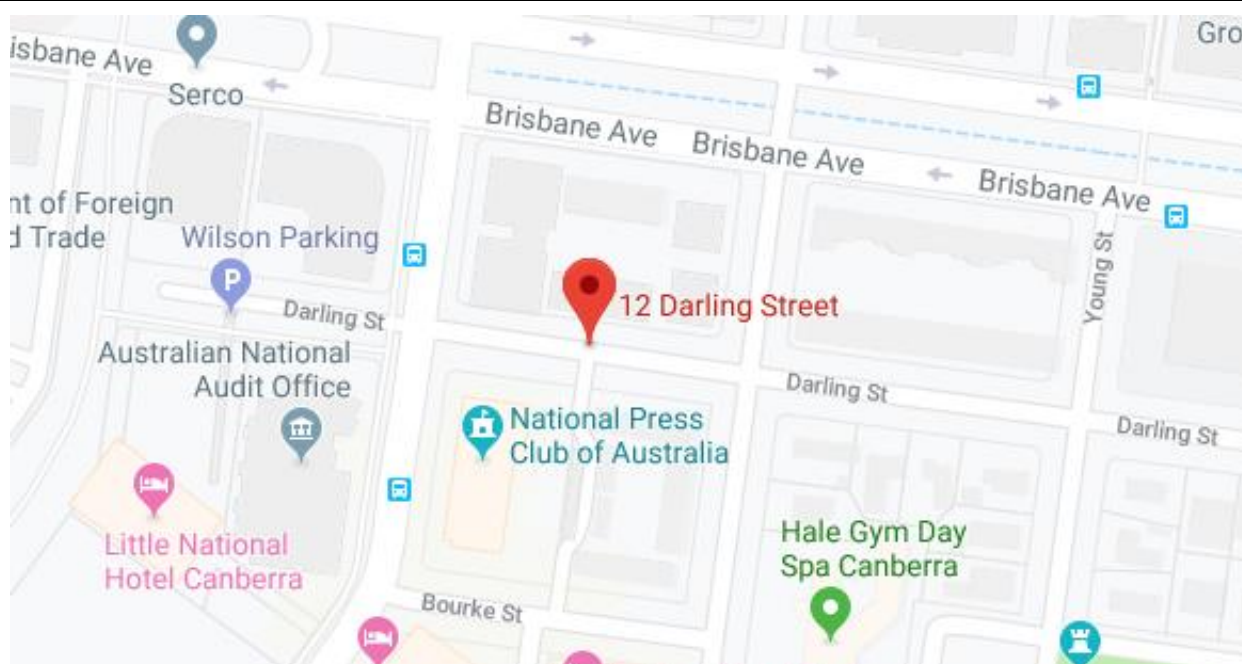
Progressive Subtotal: \$15,878,000

Cost Escalation for Insurance Policy Lapse Period: \$460,000

Progressive Subtotal: \$16,338,000

Reinstatement Cost Assessment Value: \$16,338,000 (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: Combination of reinforced concrete and timber/steel framed upper floors.

3.4.1.2 WALL STRUCTURE

EXTERNAL WALL CONSTRUCTION: Brick.

EXTERNAL WALL FINISHES: Combination of face brick and rendered & painted.

ROOF CONSTRUCTION: Timber/steel framed pitched.

ROOFING: Concrete tile.

3.4.1.3 DRIVEWAY STRUCTURE

DRIVEWAY CONSTRUCTION: Concrete.

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';
- Any tenancy works and contents;
- 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 specialised equipment or services not visible at the time of inspection;
- 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;
- Any heritage listing that may apply; 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



CONTRACTS REGISTER

Units Plan No. 201

Contractor Name and Address Link Strata Management PO Box 154 CURTIN ACT 2605	Details of Duties Strata Management	Delegated Powers	Basis of Remuneration Monthly In Arrears
Commencement Date	01/07/25	Termination Date	
Term of Contract	2 years	Finance	
Options		Name of Financier	
Copy of Agreement on File	Y	Date of Advice from Financier	
Workers Comp No		Date of Withdrawal of Financier	
Contractor Name and Address ALL SEASONS HORTICULTURAL SERVICES PO BOX 84 ERINDALE CENTRE ACT 2903	Details of Duties Weekly maintenance of lawns, irrigation, pruning, garden bed and plant maintenance, general property maintenance and OH&S inspections	Delegated Powers	Basis of Remuneration Monthly
Commencement Date	06/02/15	Termination Date	
Term of Contract	Monthly	Finance	
Options		Name of Financier	
Copy of Agreement on File	Y	Date of Advice from Financier	
Workers Comp No		Date of Withdrawal of Financier	
Contractor Name and Address EMPIRE MANAGEMENT SERVICES Unit 5, 41-45 Tennant Street FYSHWICK ACT 2609	Details of Duties Clean stairwells, clean glass, vacuum carpeted areas, sweep and mop all hard floors, cob web external, damp wipe internal	Delegated Powers	Basis of Remuneration Monthly
Commencement Date	01/01/11	Termination Date	
Term of Contract	Monthly	Finance	
Options		Name of Financier	
Copy of Agreement on File	Y	Date of Advice from Financier	
Workers Comp No		Date of Withdrawal of Financier	
Contractor Name and Address FORM 1 FIRE PROTECTION PTY LTD PO BOX 1804 TUGGERANONG ACT 2901	Details of Duties Maintenance of fire extinguishers and smoke and heat alarms every 6 months	Delegated Powers	Basis of Remuneration Twice a year
Commencement Date	23/01/18	Termination Date	
Term of Contract	Ongoing	Finance	
Options		Name of Financier	
Copy of Agreement on File	Y	Date of Advice from Financier	
Workers Comp No		Date of Withdrawal of Financier	
Contractor Name and Address	Details of Duties	Delegated Powers	Basis of Remuneration
Commencement Date		Termination Date	
Term of Contract		Finance	
Options		Name of Financier	
Copy of Agreement on File		Date of Advice from Financier	
Workers Comp No		Date of Withdrawal of Financier	

Updated Common Property Safety Report

For

Barton Court

12-16 Darling Street, Barton ACT 2600

Scheme Number: 201



COMPILED BY Mike Rossiter

On 11 July 2024

QIA JOB Reference No. 203559

PROFESSIONAL INDEMNITY INSURANCE POLICY NUMBER 1411189338 PLP
© QIA Group Pty Ltd

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

setting the standard...

Queensland • New South Wales • Victoria • South Australia • Western Australia • Northern Territory • ACT • Tasmania

QIA Group Pty Ltd

REPORT CONTENTS

CONTENTS

Section 1 – Summary of Recommended Actions.....	3
Section 2 – Common Property Inspection Details	6
BALCONIES	6
BOUNDARY FENCING	6
DRIVEWAY ACCESSWAYS	7
ELECTRICAL.....	10
EXTERNAL PEDESTRIAN ACCESSWAYS	14
FIRE EQUIPMENT	23
INTERNAL PEDESTRIAN ACCESSWAYS	24
PLANT ROOMS	28
ROOF ACCESS	28
Section 3 – Report Process and Content.....	30
Section 4 - Safe work method procedure	33
Section 5 – RISK PRIORITY CHART	34

REPORT OUTLINE

Section 1 – is a summary of the items identified in Section 2 of the report.

Section 2 – details the specific location and nature of any hazards that have been identified and provides recommendations as to appropriate remedial action.

Section 3 – provides information as to the basis and scope of the report.

Section 4 – is a statement of intent that should be signed by contractors/workers prior to them commencing work on behalf of the scheme.

SECTION 1 – SUMMARY OF RECOMMENDED ACTIONS

From Common Property Safety Inspection :

Item 1:

Please install a speed limit and shared pedestrian zone signage along the driveway near the entry to the complex as soon as possible so as to alert drivers as to the speed limit and that the driveway area is also used as a pedestrian accessway from time to time.

Item 2:

Please repair the driveway section Near units 15-20 carpark as soon as possible.

Item 3:

Please highlight with yellow road marking paint the driveway surface around the drainage grate Driveway Grate as soon as possible as the change in level represents a moderate tripping hazard.

Item 4:

Please repair the driveway section Near carpark 37 as soon as possible.

Item 5:

Please repair the driveway section Driveway entry units 1-8 as soon as possible.

Item 6:

We recommend RCD/s (safety switches) are installed to protect all common property power points and lighting circuits as soon as possible and said RCD/s are subsequently inspected and tested in accordance with AS 3760 at least every 2 years by a suitably qualified electrical contractor and with inspection records maintained onsite.

Item 7:

Please ensure the RCDs All Switchboards are inspected and tested in accordance with AS 3760 at least every 2 years by a suitably qualified electrical contractor with inspection records maintained onsite.

Item 8:

While not a legislative requirement we recommend that a suitably qualified electrical contractor carry out a thorough visual inspection of the Main Switchboard every 2 years and records are present onsite.

Item 9:

Please repair the pathway Near Letterboxes as soon as possible as it currently represents a tripping hazard.

Item 10:

Please reseal the uneven pavers in the pathway area Near units 9-16 as soon as possible as the current situation represents a moderate tripping hazard.

Item 11:

Please highlight with yellow non-slip road marking paint the leading edge of the lip/s in the concrete Near units 9-16 as soon as possible as the change in level is currently not readily discernible and may cause a person to trip and fall.

Item 12:

Please reseal the uneven pavers in the pathway area Near units 1-8 as soon as possible as the current situation represents a moderate tripping hazard.

Item 13:

Please repair the pathway Near units 1-8 as soon as possible as it currently represents a tripping hazard.

Item 14:

Please re highlight with yellow non-slip road marking paint the leading edge of the lip/s in the concrete Drying area as soon as possible as the change in level is currently not readily discernible and may cause a person to trip and fall.

Item 15:

Please highlight the ramped section of the pathway surface Near Letterboxes with yellow non-slip road marking paint as soon as possible as the change in level is not readily discernible and may cause a person to miss their footing and fall.

Item 16:

Please highlight with yellow non-slip road marking paint the change in level in the pathway surface All Stairs as soon as possible as the change in level is not readily discernible and may cause a person to miss their footing and fall.

Item 17:

Please remove the slippery contamination evident on the pathway Various paved areas as soon as possible as it currently represents a moderate slip/fall hazard.

Item 18:

While not a legislative requirement, we believe it would be beneficial to install a handrail along one side of the steps leading All Railings - upgrade in accordance with the Building Code of Australia Vol 1 Part D2.17 as the current situation represents a moderate falling hazard.

Item 19:

While not a legislative requirement, we believe it would be beneficial to install a handrail along one side of the steps leading Near units 5-8,9-12 in accordance with the Building Code of Australia Vol 1 Part D2.17 as the current situation represents a moderate falling hazard.

Item 20:

Please install a handrail in accordance with the Building Code of Australia Vol 1 Part D2.17 along one side of the steps Near units 17,24,33 as soon as possible as the lack of a handrail represents a moderate falling hazard.

Item 21:

Please install a handrail in accordance with the Building Code of Australia Vol 1 Part D2.17 along one side of the steps Internal Balustrades units 1-8, 9-16 upgrade as soon as possible as the lack of a handrail represents a moderate falling hazard.

Item 22:

Please repair/replace the plant room door Both plant rooms as soon as possible as significant deterioration is evident which represents a moderate impact/cutting hazard.

Item 23:

Please ensure the roof top anchor points are inspected and tested on a yearly basis by a qualified building contractor in accordance with AS1891 as soon as possible as the current situation represents a moderate falling hazard.

Fire Measures Testing Regimen

We note that the inspection and testing of the fire extinguisher equipment was carried out in March 2024 and is next due in September 2024.

SECTION 2 – COMMON PROPERTY INSPECTION DETAILS

BALCONIES	Satisfactory	Severity	Recommended control measure
<i>Height and baluster spacing's and configuration</i>	<i>Yes</i>		No hazards apparent at time of inspection. We have relied upon building approvals and presumed balcony railings were consistent with code requirements at the time of the building's construction. Our observations relate to a visual assessment of the railings from the external common areas. If any substantial change to the railings is undertaken then these modified railings must conform to the Building Code of Australia and all relevant Building regulations current at the time of said change.
<i>Falling objects</i>	<i>Yes</i>		No hazards apparent at time of inspection. Unsecured pot plants and other items were not kept on top of balcony railings.
<i>Visual defects or deterioration</i>	<i>Yes</i>		No hazards apparent at time of inspection. No significant deterioration of balcony railings, balusters or anchor points was visible with respect to the balconies that were visually inspected from the fully accessible common property areas.

BOUNDARY FENCING	Satisfactory	Severity	Recommended control measure
<i>Condition Satisfactory</i>	<i>Yes</i>		No hazards apparent at time of inspection. Fencing was free of significant visible hazardous deterioration.

DRIVEWAY ACCESSWAYS	Satisfactory	Severity	Recommended control measure
Speed Signage	No	Moderate	 Item 1: Please install a speed limit and shared pedestrian zone signage along the driveway near the entry to the complex as soon as possible so as to alert drivers as to the speed limit and that the driveway area is also used as a pedestrian accessway from time to time.
Visibility	Yes		No hazards apparent at time of inspection. Common property driveway entry and exit points allowed for clear visibility for traffic.

<i>Surface Variation</i>	<i>No</i>	<i>Moderate</i>	 Item 2:
---------------------------------	------------------	------------------------	--

		Please repair the driveway section Near units 15-20 carpark as soon as possible.  Item 3: Please highlight with yellow road marking paint the driveway surface around the drainage grate Driveway Grate as soon as possible as the change in level represents a moderate tripping hazard.  Item 4: Please repair the driveway section Near carpark 37 as soon as possible.
--	--	--

			 Item 5: Please repair the driveway section Driveway entry units 1-8 as soon as possible.
Surface Contamination	Yes		No hazards apparent at time of inspection. The driveway surfaces showed no signs of hazardous deterioration or contamination.
Obstructions	Yes		No hazards apparent. Vegetation is well trimmed and driveways were not obstructed.
Hazardous Drops	Yes		No hazards apparent at time of inspection. The common property driveway areas were generally free from hazardous surface variances.

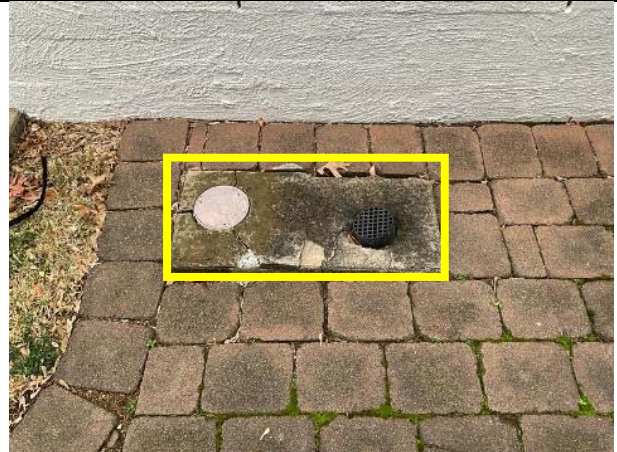
ELECTRICAL	Satisfactory	Severity	Recommended control measure
Unobstructed Access	Yes		No hazards apparent at time of inspection. There were no obstructions blocking access to the Main Switchboard.

Main Switchboard	Yes		No hazards apparent at time of inspection. A visual inspection of the Main Switchboard revealed there were no obvious signs of broken plugs, sockets or switches, and no obvious signs of frayed or defective leads, or exposed live electrical equipment. The main switchboard appears to be secured with all circuits clearly identified and no obvious signs of rust.
Community Circuits	No	Moderate	 Item 6: We recommend RCD/s (safety switches) are installed to protect all common property power points and lighting circuits as soon as possible and said RCD/s are subsequently inspected and tested in accordance with AS 3760 at least every 2 years by a suitably qualified electrical contractor and with inspection records maintained onsite.

<i>RCD Testing</i>	<i>No</i>	Moderate	 Item 7:
----------------------------------	-------------------------	------------------------	--

			Please ensure the RCDs All Switchboards are inspected and tested in accordance with AS 3760 at least every 2 years by a suitably qualified electrical contractor with inspection records maintained onsite.
Fixed Electrical Installation Inspections	No	Moderate	 Item 8: While not a legislative requirement we recommend that a suitably qualified electrical contractor carry out a thorough visual inspection of the Main Switchboard every 2 years and records are present onsite.

EXTERNAL PEDESTRIAN ACCESSWAYS	Satisfactory	Severity	Recommended control measure
Pathway Surface Variations (trip)	No	Moderate	 Item 9: Please repair the pathway Near Letterboxes as soon as possible as it currently represents a tripping hazard.   Item 10: Please reseal the uneven pavers in the pathway area Near units 9-16 as soon as possible as the current situation represents a moderate tripping hazard.

**Item 11:**

Please highlight with yellow non-slip road marking paint the leading edge of the lip/s in the concrete Near units 9-16 as soon as possible as the change in level is currently not readily discernible and may cause a person to trip and fall.

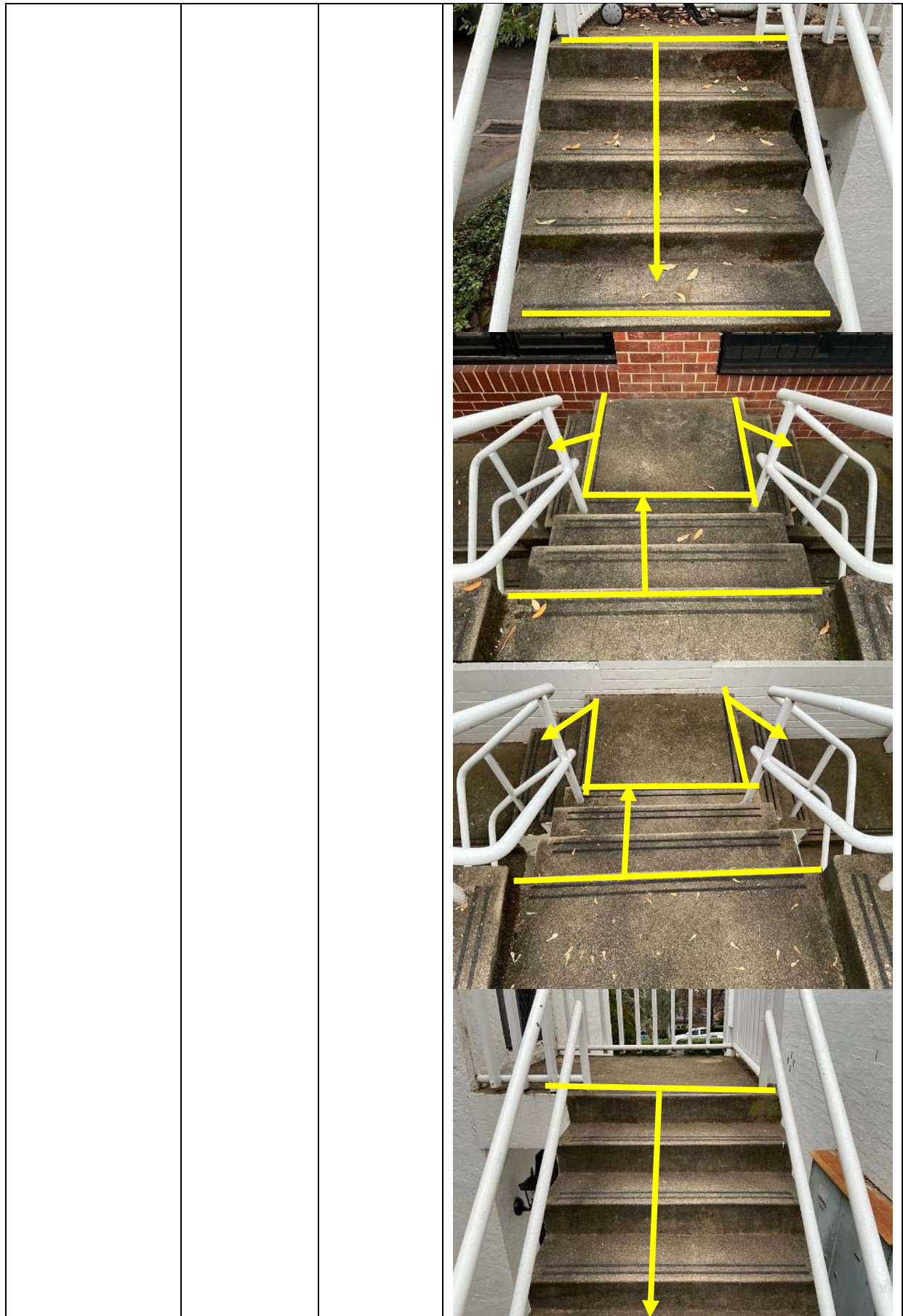
**Item 12:**

Please reseal the uneven pavers in the pathway area Near units 1-8 as soon as possible as the current situation represents a moderate tripping hazard.

**Item 13:**

Please repair the pathway Near units 1-8 as soon as possible as it currently represents a tripping hazard.

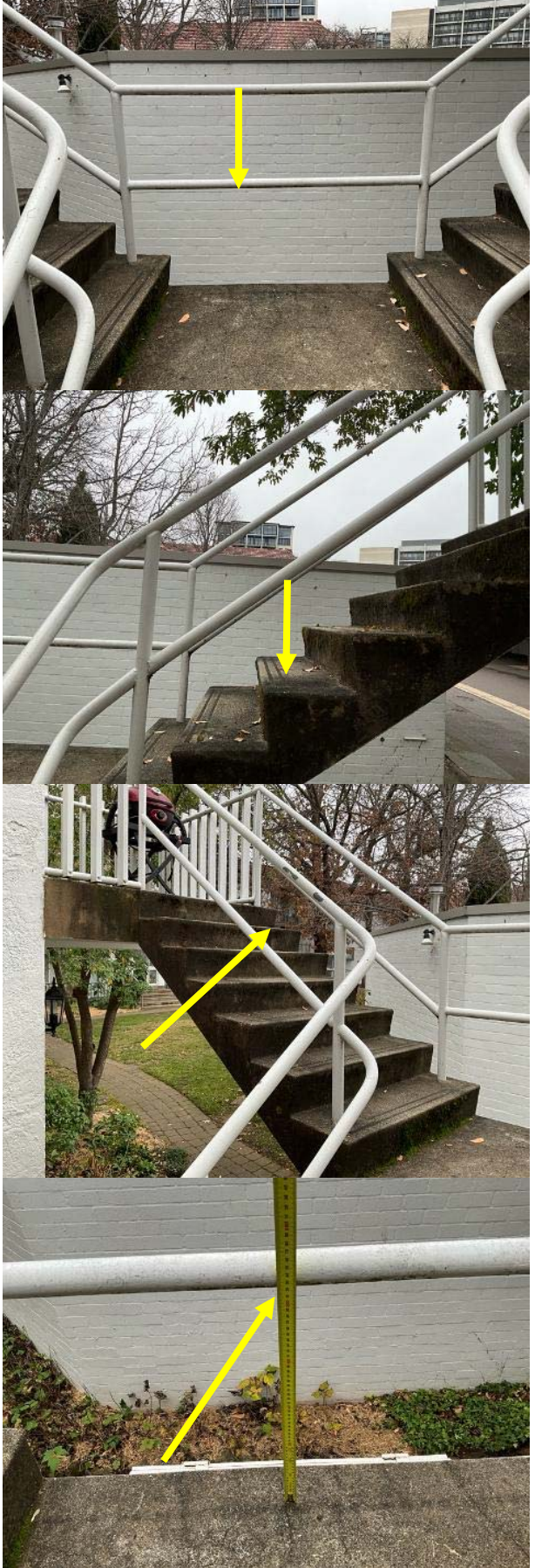
			 Item 14: Please re highlight with yellow non-slip road marking paint the leading edge of the lip/s in the concrete Drying area as soon as possible as the change in level is currently not readily discernible and may cause a person to trip and fall.
Pathway Surface Variations (changes in level)	No	Moderate	 Item 15: Please highlight the ramped section of the pathway surface Near Letterboxes with yellow non-slip road marking paint as soon as possible as the change in level is not readily discernible and may cause a person to miss their footing and fall. 



		 Item 16: Please highlight with yellow non-slip road marking paint the change in level in the pathway surface All Stairs as soon as possible as the change in level is not readily discernible and may cause a person to miss their footing and fall.
--	--	--

<i>Pathway Surface Contamination Levels</i>	<i>No</i>	<i>Moderate</i>	
			Item 17:

			Please remove the slippery contamination evident on the pathway Various paved areas as soon as possible as it currently represents a moderate slip/fall hazard.
<i>Access/Egress</i>	<i>Yes</i>		No hazards apparent at time of inspection. Stairways were clear of any hazardous obstructions.
<i>External Path/Stair Light Fittings</i>	<i>Yes</i>		No hazards apparent at time of inspection. The external common property accessway light fittings were intact and unobstructed.
<i>Stairway Treads and Risers</i>	<i>Yes</i>		No hazards apparent at time of inspection. Stairways were clear of any obstructions at the time of inspection. Step and landing surfaces were generally uniform in terms of tread depths and riser heights.
<i>Stairway Dimensions</i>	<i>Yes</i>		No hazards apparent at time of inspection. Ceiling heights were generally consistent and in excess of 2m and any low ceiling areas were highlighted.
<i>Stairway Surface Condition</i>	<i>Yes</i>		No hazards apparent at time of inspection. Treads were free from sharp edges, cracks or hazardous surface deterioration.

<i>Stair Railing Hand Rails</i>	<i>No</i>	<i>Moderate</i>	
--	------------------	------------------------	---

			 Item 18: While not a legislative requirement, we believe it would be beneficial to install a handrail along one side of the steps leading All Railings - upgrade in accordance with the Building Code of Australia Vol 1 Part D2.17 as the current situation represents a moderate falling hazard. 
--	--	--	---

			 Item 19: While not a legislative requirement, we believe it would be beneficial to install a handrail along one side of the steps leading Near units 5-8,9-12 in accordance with the Building Code of Australia Vol 1 Part D2.17 as the current situation represents a moderate falling hazard.
Stair Railing Condition	Yes		No hazards apparent at time of inspection. Handrails and balustrades were securely fixed into place and no sharp ends, corners or joints were evident.

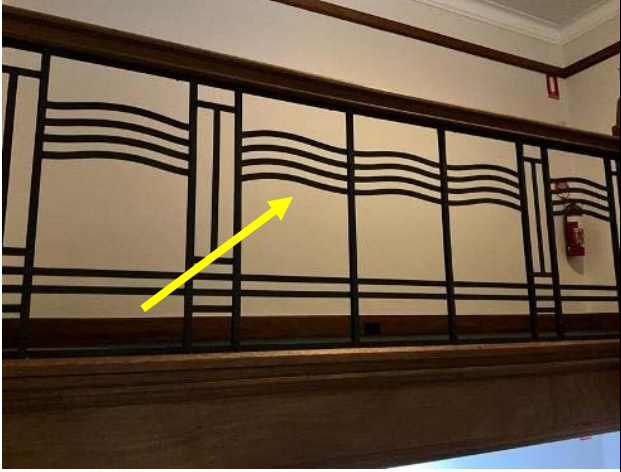
FIRE EQUIPMENT	Satisfactory	Severity	Recommended control measure
Signage	Yes		No hazards apparent at time of inspection. Fire equipment locations were adequately labelled.
Fire Extinguishers	Yes		No hazards apparent at time of inspection. Fire extinguishers were present in the common property and tags indicating that regular inspections had taken place were evident, with the last test date being March 2024. The common property fire extinguishers were not obstructed.
Fire Extinguishers Obstruction	Yes		The common property fire extinguishers were not obstructed.

INTERNAL PEDESTRIAN ACCESSWAYS	Satisfactory	Severity	Recommended control measure
<i>Stairway Treads and Risers</i>	<i>Yes</i>		No hazards apparent at time of inspection. Internal stairways were clear of any obstructions at the time of inspection. Internal step and landing surfaces were generally uniform in terms of tread depths and riser heights.
<i>Stairway Dimensions</i>	<i>Yes</i>		No hazards apparent at time of inspection. Internal stairway ceiling heights were generally consistent and in excess of 2m and any low ceiling areas were highlighted.
<i>Stairway Surface Condition</i>	<i>Yes</i>		No hazards apparent at time of inspection. Treads were free from sharp edges, cracks or hazardous surface deterioration.
<i>Stair Railings Hand Rails</i>	<i>No</i>	Moderate	

			 Item 20:
--	--	--	--

Please install a handrail in accordance with the Building Code of Australia Vol 1 Part D2.17 along one side of the steps Near units 17,24,33 as soon as possible as the lack of a handrail represents a moderate falling hazard.



			 Item 21: Please install a handrail in accordance with the Building Code of Australia Vol 1 Part D2.17 along one side of the steps Internal Balustrades units 1-8, 9-16 upgrade as soon as possible as the lack of a handrail represents a moderate falling hazard.
<i>Stair Railings Condition</i>	<i>Yes</i>		No hazards apparent at time of inspection. Handrails and balustrades were securely fixed into place and no sharp ends, corners or joints were evident.
<i>Corridor Surface Deterioration</i>	<i>Yes</i>		No hazards apparent at time of inspection. Internal corridor floor surfaces were free of hazardous deterioration.
<i>Corridor Surface Changes in Level</i>	<i>Yes</i>		No hazards apparent at time of inspection. There were no hazardous changes in level, such as unmarked steps observed along the common property pathways.
<i>Corridor Surface Contamination Levels</i>	<i>Yes</i>		No hazards apparent at time of inspection. The internal corridor surfaces were free of hazardous contamination.
<i>Access/Egress</i>	<i>Yes</i>		No hazards apparent at time of inspection. Internal walkways were clear of hazardous obstructions.
<i>Internal Path/Stair Light Fittings</i>	<i>Yes</i>		No hazards apparent at time of inspection. The internal common property accessway light fittings were intact and unobstructed.

PLANT ROOMS	Satisfactory	Severity	Recommended control measure
Access	No	Moderate	 Item 22: Please repair/replace the plant room door Both plant rooms as soon as possible as significant deterioration is evident which represents a moderate impact/cutting hazard.
Floor Surface Condition	Yes		No hazards apparent at time of inspection. The floor surfaces within the plant rooms inspected were free of significant deterioration or contamination.
Floor Surface Contamination	Yes		No hazards apparent at time of inspection. The floor surfaces within the plant rooms inspected were free of significant contamination.
ROOF ACCESS	Satisfactory	Severity	Recommended control measure
Access	Yes		No hazards apparent at time of inspection. Access to the roof area is restricted to authorised personnel only.

<i>Anchor Points</i>	<i>Yes</i>		No hazards apparent at time of inspection. Access to the roof area is restricted to authorised personnel only and roof top fall protection systems are in place.
<i>Anchor Point Testing</i>	<i>No</i>	Moderate	 Item 23: Please ensure the roof top anchor points are inspected and tested on a yearly basis by a qualified building contractor in accordance with AS1891 as soon as possible as the current situation represents a moderate falling hazard.
<i>Signage</i>	<i>Yes</i>		No hazards apparent at time of inspection. Signage advising that only authorised personnel with fall protection devices are allowed to access the roof top area is displayed on the roof top access door.

SECTION 3 – REPORT PROCESS AND CONTENT

REPORT BASIS

The basis of this report is an inspection of the **common property** areas of the scheme external to each Lot. This report is not an all encompassing report dealing with the scheme common areas from every aspect. It is a reasonable attempt to identify any obvious and significant workplace health and safety issues upon common property areas of the scheme external to each Lot. This report is not a certificate of compliance with respect to any Act, Regulation, Ordinance or By-law. The report is not a structural or building defects report and should you require any advice of a structural nature we recommend that a structural engineer or suitably qualified building professional be engaged.

The inspection of the common property of the scheme is a visual inspection only limited to those areas of the common property that are fully accessible and visible to the inspector at the time of inspection. The inspection did not include breaking apart, dismantling, removing or moving any element of the building and items located on the common property or the inspection of common areas only accessible from within a Lot. This report is not a pool safety inspection report as per the swimming pool safety standard or AS1926.1, a pool safety inspector will need to be separately engaged to carry out such a report.

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

The inspector will identify and assess safety hazards relating to the static condition of the common property and then recommend remedial action or the introduction of a suitable control measure. This report is not an Asbestos Audit and no assessment of potential asbestos materials is made.

The Safety Report commissioned by the client was non-destructive and non-intrusive in nature. This type of commission limits or restricts access to the building structure, some surfaces and materials.

The survey undertaken was limited to those common areas external to each lot and available for access at the time of the inspection of the premises. Only the common areas accessible to the surveyors at the time of the inspection are included in this Safety Report. Unless specifically noted, the survey did not cover exterior ground surfaces and sub-surfaces (e.g. infill soil) or materials other than normal building fabric.

This Safety Report, although extensive, is not intended for and must not be used as a specification or method statement for any future remedial works or the identification of any building defects.

Before any rectification works are commenced, the contractor(s) carrying out the work must fully acquaint themselves with the extent of the common property and any hazards identified in order to determine the risks to be controlled/managed.

This report is based on the information obtained by QIA Group Pty Ltd at the time of common area inspection. QIA Group Pty Ltd will not update this report, nor take into account any event(s) occurring after the date of the inspection that its assessment was conducted.

Access to common areas may also be prevented or restricted by equipment that is in operation or where to obtain access contravenes a relevant statutory requirement or code of practice (e.g. electrical switchboards). Consequently, while all reasonable care and attention was taken in compiling this report no guarantee to its completeness can be given.

QIA Group Pty Ltd has taken all care to ensure that this report includes the most accurate information available.

- (a) All implied conditions, warranties and rights are excluded from the services offered, except for those which cannot be excluded by virtue of law. Where any condition, warranty or right is implied by law and cannot be excluded, we limit our liability for breach of, or other act contrary to, that implied condition, warranty or right:
 - (i) in connection with the supply of goods, to one or more of the following (as we may determine):
 - (A) replacement of the goods or supply of equivalent goods;
 - (B) repair of the goods;
 - (C) payment of the cost of replacing the goods, or of acquiring equivalent goods; or
 - (D) payment of the cost of having the goods repaired;
 - (ii) in connection with the supply of services, to one of the following (as we may determine):
 - (A) supplying of the services again; or
 - (B) payment of the cost of having the services supplied again; and
 - (iii) otherwise to the extent permitted by law.
- (b) Subject to clause (a), and despite any implication arising from report provided, we are not, and will not be, liable to you in contract, in tort (including negligence), under any statute (to the extent permitted by law), or otherwise for, or in respect of, any indirect or consequential loss or damage.

Subject to clause (a) and despite any implications arising from the report provided, our total and aggregate liability in contract, in torts (including negligence), under statute (to the extent permitted by law), or otherwise for, or in respect of, any direct loss or damage arising out of any breach or other act or omission in connection with any Services, will not exceed the fees for those particular Services.

BUILDING APPROVALS

The inspector will rely on any and all building inspections and approvals given by the relevant authority in relation to the construction and completion of the scheme buildings and land.

SLIPPERY SURFACES

The inspector will not carry out a comprehensive quantitative assessment of the slip co-efficient of the common property walkway and driveway areas as specific testing equipment is required to provide an accurate measurement of slipperiness. A qualitative assessment will be carried out based on an empirical assessment of the walkway and stairway surfaces accessed by the inspector on the day of inspection.

LIGHTING

The inspector did not measure the amount of light emitted by the common property lighting. The inspector will, however advise as to any visible defect in light fittings and where possible advise as to whether lights do not work as required.

BALCONY RAILINGS

A detailed inspection and assessment of the structural adequacy of balcony railings was not carried out as part of this report as it is not possible to make a reliable, quantitative measurement of a railings load bearing capacity without utilising specialised equipment. The inspector will note visible signs of significant corrosion or deterioration to balcony railings where said deterioration is clearly visible from fully accessible areas of the common property.

FIRE FIGHTING MEASURES

No assessment as to the adequacy of fire fighting equipment and installations is undertaken by the inspector. The inspector will not and is not qualified to comment upon the condition of any fire fighting equipment or installations upon the common property of the scheme.

PLEASE READ CAREFULLY AND SIGN.

Qia
experience at work...

SECTION 5 – RISK PRIORITY CHART

The risk priority chart below provides a matrix as to the severity of each hazard identified in this report and prioritises the risk associated with same.

LIKELIHOOD How likely is it to happen?	CONSEQUENCES: How severely could it hurt someone?		
	Death, permanent disablement	Serious bodily injury or medical treatment	Minor medical treatment or first aid
VERY LIKELY Could happen frequently	MAJOR	MAJOR	MODERATE
LIKELY Could happen occasionally	MAJOR	MODERATE	MODERATE
UNLIKELY Could happen, but rare	MODERATE	MODERATE	MINOR

The risk rating in the chart below provides guidance as to how promptly action needs to be taken in respect to the risk associated with each hazard that is identified in this report.

RISK RATING	ACTION
Major	Do something about these risks immediately
Moderate	Do something about these risks as soon as possible
Minor	These risks may not need immediate attention

ACT Maintenance Plan

Barton Court

12-16 Darling Street, Barton, ACT, 2600

Scheme Number: 201



COMPILED BY CHANG HU

**On 25 July 2023 for the
Period Commencing 1 January 2022
QIA Job Reference Number: 175652**

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

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

setting the standard...

Queensland • New South Wales • Victoria • South Australia • Western Australia • Northern Territory • ACT • Tasmania

QIA Group Pty Ltd

REPORT TABLE OF CONTENTS

INTRODUCTION	- 3 -
PROPERTY LOCATION	- 3 -
INSPECTION & DOCUMENTATION SUMMARY	- 3 -
BACKGROUND	- 4 -
REPORT INFORMATION.....	- 5 -
AREAS NOT INSPECTED (Typical)	- 5 -
PHOTOS	
PLAN	

INTRODUCTION

This Maintenance Plan has been compiled to assist the Property to meet their obligations with respect to the:

- Unit Titles (Management) Act 2011 (s24);
- Unit Titles (Management) Regulation 2011 (s4A)
both as amended 1 November 2020.

PROPERTY LOCATION

12-16 Darling Street BARTON ACT 2600

INSPECTION & DOCUMENTATION SUMMARY

The property was inspected on November 2022

The following items were supplied as part of the Developer's Maintenance Schedule:

- Not applicable

The following manuals, warranties, or other maintenance statements were supplied at the time of inspection or with the report request:

- Not applicable

BACKGROUND

The Unit Titles (Management) Act 2011 and associated regulations require the management of multi-unit residential properties. The unit title system provides the framework for the separate ownership and collective management of a building.

The common property of a Units Plan are the areas that exist outside of a lot and are used by, and belong jointly to, all the owners of the units within the Units Plan. The registered Units Plan documents will indicate what areas of the Units Plan are deemed common property. Each subdivision involves a number of individual property owners sharing in the decision making about management, maintenance and operation of common property and shared services. Units are generally broken into two categories of plans – Class A and Class B. Depending on which subdivision (A or B) your property belongs to may mean different responsibilities.

In a typical Class A Units Plans, the unit owner owns the inside of the unit but not the main structure of the building. Usually, the individual owner owns from the inside of their lot to halfway out through the boundary walls, ceiling, and the floor. In general, the owners corporation owns the walls, ceiling and floor from outside of the lot to halfway in. The internal walls within the unit (e.g. the wall between the kitchen and lounge room), floor coverings, light fittings and curtains are all the property of the unit owner.

In a typical Class B Units Plan the individual owner owns the main structure of their building - inside and out - and often owns land inside their front and backyard.

The owners corporation manages the common property on behalf of all unit owners and is responsible for the control, maintenance, management, and administration of the common property. Within multi-unit residential buildings, major assets components can vary widely and can include the building superstructure and its facade, hallway and shared spaces, lighting, pools/spas, gyms, gardens, shared water heating and car parking areas.

Ongoing building maintenance is the most cost-effective way to maintain the value of an asset and ensure the health and safety of the building's occupants. Neglecting building maintenance may result in extensive and avoidable damage. Neglect can also increase fire and safety hazards that could result in property owners being found legally liable for any injuries. A risk management strategy is a fundamental part of any maintenance program and it is a major determining factor in deciding whether preventative, scheduled or reactive maintenance programs are required to properly maintain common property facilities.

REPORT INFORMATION

This Maintenance Plan provides a schedule for the maintenance and inspection of plant, equipment and other capital items on the common property where the maintenance and inspection is reasonably required to avoid future damage to, or failure of, those items. It is predominantly designed to:

- Identify the items of plant & equipment, facilities and structures that require ongoing maintenance.
- Prioritise required maintenance and ensure, where applicable, that maintenance is carried out as required by any regulation, standard or warranty in the required timeframe
- Assist with the scheduling of General, Special and Sinking Fund Budget Items.

An on-site visual inspection by a suitably qualified professional was carried out and any maintenance schedules, warranties, manufacturer's recommendations, and specific product information that was provided to us has been referenced in our findings. Where further detailed information was not available or made available to us, the Spreadsheet that forms part of the report can be updated by Owners or Managers as this information becomes available or is produced over time. It is in fact an important component of the Maintenance Plan that the plan is updated on an ongoing basis in order to provide a current status of maintenance of the property at all times.

This Maintenance Plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. Where information in respect of any of these items was available at time of ordering, it has been incorporated into the report wherever possible. We recommend that a periodic survey be carried out by qualified building contractors to assess the building condition, if required. The inspection of the common property of the scheme is a cursory visual inspection only limited to those areas of the common property that are fully accessible and visible to the inspector from floor or ground level at the time of inspection. The primary purpose of the inspection is to determine the materials used in the construction of the building that need to be maintained, identify the plant and equipment in the common areas of the building and make a recommendation as to the timing of inspections and the repairs and replacements identified for restorative purposes only.

The report does not and cannot make comment upon the specific condition of specialist items and equipment such as gas fittings and supply systems, heritage listing conditions or requirements, fire protection fittings and systems, HVAC fittings and systems site drainage, electrical or data systems or wiring, building plumbing systems including sewerage, potable and stormwater pipe work and fittings, security concerns, detection and identification of illegal building work, and the durability of exposed finishes.

The inspector did not identify and assess safety hazards and did not carry out a risk assessment relating to any hazards upon the common property as part of this report. The report is not an Asbestos report and no assessment was made of asbestos products. The report is not Pool Safety or Window Safety report and no assessment was made as to the compliance or otherwise of any pool barrier or common property windows.

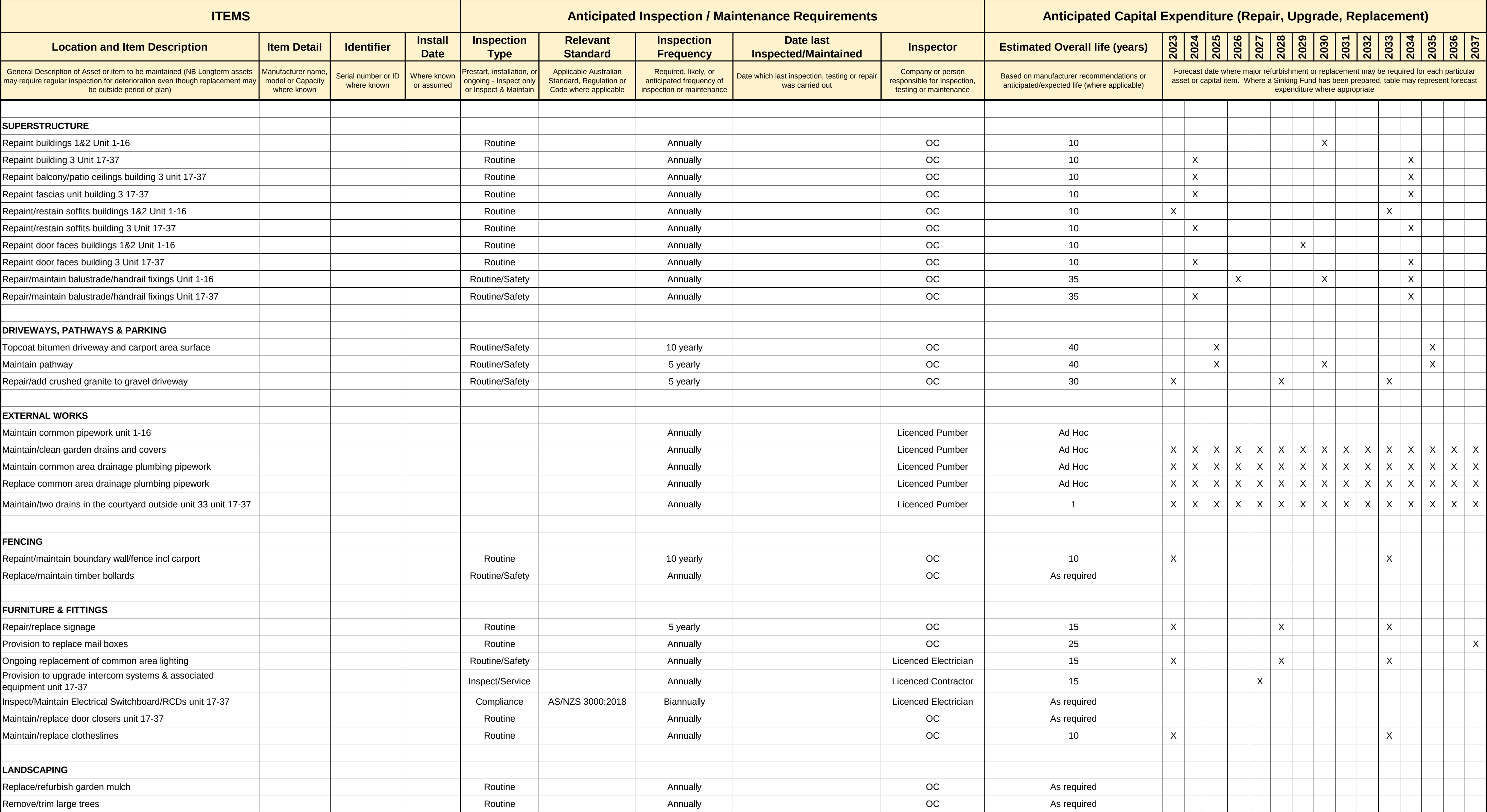
Items that have a long lifespan will require ongoing and regular inspections to ensure there is no evident deterioration and damage and may require intermittent repair, replacement to achieve their full life expectancy

AREAS NOT INSPECTED (Typical)

- Part or parts of the common property building interior that were not readily accessible.
- Part or parts of the building exterior were not readily accessible.
- Part or parts of the roof exterior that were not readily visible from ground or floor level or obstructed at the time of inspection because of exceeding height, vegetation, or neighbouring buildings.
- Part or parts of the Common Property plant and equipment where specialised knowledge or equipment is required to carry out the inspection, particularly in respect of its' operation.
- Part or parts of the retaining walls, fencing where not readily accessible or inaccessible or obstructed at the time of inspection because of on alignment, vegetation.







[illegible]

QS Solutions

Property & Construction Consultants

23 Kirkwood Avenue, Epping NSW 2121

Telephone: 02 9876 4757

Email: info@qssolutions.com.au

ABN 44 532 823 563

13 December 2024

File No: 1153.7.4

The Owners UP201

C/o Kripa Gosai

Link Strata Management

PO Box 154

Curtin ACT 2605

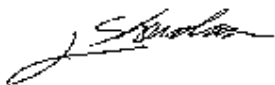
Dear Kripa

**RE: COMMON AREA, BARTON COURT: SINKING FUND PLAN
12-16 DARLING STREET, BARTON ACT**

Further to our proposal and your subsequent commission, QS Solutions are pleased to enclose our Sinking Fund Plan for the common area of the above property.

Should you have any queries please do not hesitate to contact Justin Sheridan of this office.

Yours sincerely



Justin Sheridan

QS Solutions

Enc

Common Area Barton Court: Sinking Fund Plan



**12-16 Darling Street, Barton ACT
Unit Plan 201**

December 2024

File No: 1153.7.4

QS Solutions

Property & Construction Consultants

23 Kirkwood Avenue

Epping NSW 2121

Telephone: 02 9876 4757

Table of Contents

1. Introduction	2
2. Building Description	2
3. Valuation Methodology	3
3.1 Benefits of future planning	3
3.2 Included assets	3
3.3 Reinstatement years.....	4
3.4 Reinstatement costs.....	4
3.5 Inflation rate.....	4
4. Reviewing & Refining	5
4.1 Why review.....	5
4.2 Refining.....	5
5. Information for Substantiation	6
5.1 Site inspection.....	6
5.2 General inclusions and exclusions	6
5.3 Specific exclusions.....	7
5.4 Specific inclusions	7
6. Sinking Fund Analysis	8
6.1 Asset Contributions	8
6.2 Asset Expenditure	10
6.3 Summary	12
7. Disclaimer.....	13

1. Introduction

Under instructions from Kripa Gosai of Link Strata Management, QS Solutions have prepared an independent sinking fund analysis for Unit Plan 201 at 12-16 Darling Street, Barton ACT. The purpose of the assessment is to help the Owners Corporations plan for the future by identifying when sinking fund expenses may be required for specific building assets. The assessment will help the Owners Corporation plan for the timely reinstatement of the common area's assets as they near the end of their effective life. As such the assessment is used as a basis to calculate reasonable sinking fund contributions so the common areas retain their desired quality while reducing the need for special capital works levies.

2. Barton Court Description

The property is 92m by 61m and adjoins Darling Street, Macquarie Street and Bourke Street at Barton ACT. The property includes 37 lot residential strata with two two-storey buildings and one newer three storey building. The buildings have painted masonry, timber and face brick facades, timber and metal framed windows, tiled roofs with gable ends and a flat metal roof with sky lights. The buildings include internal and external stairways. The property includes carports with attached storerooms. External areas include mature landscaped garden areas.

This sinking fund is for the external common areas which include external paved and garden areas, carports and painted masonry & boundary walls.

This sinking fund excludes the residential buildings which have their own sinking funds.

3. Valuation Methodology

This sinking fund aims to help the unit owners estimate the money they should set aside each year for anticipated sinking fund expenditure. Good property management recognises that all lot owners contribute to a building's wear and tear and that they should all contribute to the costs of reinstating the building to its original condition.

3.1 Benefits of future planning

This sinking fund plan includes assets anticipated to require capital expenditure within the next 10 years. This future planning:

- Spreads the cost of capital reinstatement over a number of years;
- Reduces the financial pressure of large special levies;
- Improves a Unit Plan's cash flow provision;
- Improves a Unit Plan ability to react to sudden or emergency events;
- Improves the capital value of each lot;
- Maintains the area's desired appearance and performance;
- Can assist in reducing owner contributions if invested sinking fund interest contributes towards sinking fund levies.

3.2 Included assets

The included sinking fund assets are understood to be the responsibility of the Owners Corporation which can not be economically repaired or maintained without reinstatement. The sinking fund excludes regular administration, repairs and maintenance costs.

QS Solutions has reviewed the draft unit plan and has prepared the report on the verbal advice as provided during the inspection. No services plans, by-laws or other agreements were provided when preparing the report.

3.3 Reinstatement years

While an asset's life can be extended indefinitely with unlimited expenditure on repairs and maintenance it is assumed that the asset's effective life ends when it is no longer economic to maintain.

The reinstatement year is the number of years until the asset is anticipated to reach the end of its effective life for its intended purpose and will be wholly or substantially reinstated. These life expectancies are based on our site inspection and the following factors:

- Its age, current condition and insured duration;
- Historical performance of the asset and similar assets in comparable buildings;
- Local conditions and its ability to carry out its intended function;
- The Owners Corporations required standards.

3.4 Reinstatement costs

Reinstatement costs are the estimated costs to restore assets back to their original standard.

The costs:

- Assume the work will be carried out by qualified and independent tradespeople;
- Are at the date noted in the report;
- Consider the availability of replacement parts;
- May allow for partial restoration or total replacement;
- Exclude GST which is included at the bottom of the analysis after summing the annual cost of all assets. Owners should consider their requirements for collecting and paying GST when reviewing the sinking fund.

3.5 Inflation rate

The estimated inflation rate is anticipated over the life of the sinking fund. Variances in inflation can significantly impact a sinking fund's cash position and it is recommended the sinking fund be periodically updated to address inflation discrepancies.

4. Reviewing & Refining

Variations to this sinking fund are likely due to future unforeseen events and the Owners Corporation should periodically review and refine the sinking fund to ensure reasonable funds are available for future expenditure.

4.1 Why review

The sinking fund assessment is an estimate based upon all available information and the predicted impact of reasonably foreseeable events at the date of the report. It uses a number of assumptions in an attempt to provide an indication of the required annual sinking fund contributions. Reinstatement assets, durations, costs and inflation rates are intended as a guide for the purpose of contributing a reasonable annual allowance to the sinking fund. As an integral property management tool, sinking funds should be regularly refined as the assets ages to ensure quality expectations can be met and anticipated expenses included.

4.2 Refining

Owners can improve the accuracy of anticipated sinking fund contribution and expenditure obligations by:

- Regularly reviewing the asset's condition and excluding any redundant future expenses and budgeting for previously unforeseen expenses;
- Ensuring that all included assets are the responsibility of the Owners Corporation;
- Considering the consequences of allowing assets to deteriorate past their effective life when estimating reinstatement dates;
- Ensuring reasonable reinstatement costs for the anticipated scope of work;
- Including a reasonable contingency allowance and inflation rate;
- Allowing for possible expenses due to changes in legislation or other items identified in the general exclusions section of this report;
- Obtaining expert independent advice from maintenance contractors or specialist consultants if unsure about a particular item;
- Focusing on assets with high annual maintenance and sinking fund contribution costs.

Any adjustment to the sinking fund will require the report to be recalculated by QS Solutions.

5. Information for Substantiation

This report is based on our understanding of the sinking fund requirements of the Unit Plan's owners.

5.1 Site inspection

The property was visited on 24 May 2024 and an inspection of the common property completed. Common property assets were identified and inspected where possible. The life expectancy and reinstatement cost of these assets was assessed and the annual contributions and expenditure calculated based on an appropriate inflation rate.

When unable to examine an asset, we have assumed its condition and method of construction bearing in mind the age and character of the property.

5.2 General inclusions and exclusions

Unless specifically noted the sinking fund makes no allowance for expenditure resulting directly or indirectly from:

- Unforeseeable events;
- Changes to the use of the common area;
- Defects, water damage, termites or pests;
- Insurance work;
- Work to comply with government legislation, building codes, Occupational Health and Safety or Australian Standards.

Commercial and technological obsolescence is considered when determining the effective life of an asset. Obsolescence can be difficult to predict as asset parts may no longer be available or a more cost-effective alternative may become available.

5.3 Specific exclusions

Assets anticipated to not require sinking fund expenditure within the next 10 years include:

- Upgrading gardens, pathways and external lighting.
- Car charging infrastructure. Installing a security recording system or access control system.

5.4 Specific inclusions

Assets anticipated to require sinking fund expenditure within the next 10 years include:

- Resurfacing the bitumen driveway.

6. Sinking Fund Analysis

The following contribution and expenditure table analysis provide a list of sinking fund assets and their reinstatement dates and costs within 10 years. The list is an estimate based on information available at the time of the report and should be regularly reviewed and updated.

The contribution table assesses the finds to be collected while the expenditure table shows the cost to carry out the work. The tables refer to financial years and the asterisk (*) indicates the year in which each asset will be reinstated.

6.1 Asset Contributions

The contributions table analysis overleaf calculates the annual funds to be set aside for each asset. This highlights the impact each asset has on sinking fund and ensures sufficient funds are available to reinstate each asset when required.

The sum of the sinking fund accumulation row is recalculated in the sinking fund levies row to provide annual sinking fund levies after deducting the existing sinking fund balance.

External, UP201,12-16 Darling Street, Barton Assets as at July 2024				Reinstatement years		Reinstatement Cost (2024)	Sinking fund contributions				* Year of reinstatement				4% Building Inflation Rate			
		First	Subsequent					2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	2033-2034	
1	Resurface bitumen driveway (excl carport area)			3	30	70,000	25,224	26,233	27,283	*	4,554	4,736	4,925	5,122	5,327	5,540	5,762	
2	Gravel to visitor parking areas			3	5	2,000	721	750	780	*	505	526	547	568	591	*	639	
3	Car space line marking			3	15	2,500	901	937	974	*	253	263	274	285	296	308	320	
4	Repaint carport walls & doors and common area walls			2	8	9,000	4,772	4,963	*	1,446	1,504	1,564	1,626	1,691	1,759	1,829	1,903	*
5	Building signage			4	7	2,000	551	573	596		620	*	390	405	422	438	456	474
6	Landscaping including trees, irrigation, hedges			6	10	5,000	954	992	1,032		1,073	1,116	1,160	*	780	811	844	877
7	Pathway maintenance			1	2	2,000	2,080	*	1,103	1,147	*	1,193	1,241	*	1,290	1,342	*	1,509
8	Carport overhead gutters, downpipes & fixings			10	15	10,000	1,233	1,282	1,334		1,387	1,442	1,500	1,560	1,622	1,687	1,755	*
9	Sinking fund accumulation (excluding GST)						36,435	36,832	34,590		11,088	11,277	11,728	11,770	12,241	12,730	13,240	
10	Sinking fund accumulation (including GST)						40,079	40,516	38,049		12,197	12,404	12,900	12,947	13,465	14,003	14,564	

External, UP201,12-16 Darling Street, Barton ACT			Opening Bal.	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	2033-2034
Sinking fund levies at 4% increas PA ** (including GST)			92,800	9,855	10,250	10,660	11,086	11,529	11,991	12,470	12,969	13,488	14,027

** The sum of row 10 smoothed after deducting the opening balance and levies set for the first financial year.

6.2 Asset Expenditure

The expenditure analysis shows when funds will be withdrawn from the sinking fund. The expenditure costs are at the date of reinstatement and include for inflation.

External, UP201,12-16 Darling Street, Barton Assets as at July 2024																	
Reinstatement years		Reinstatement Cost (2024)	Sinking fund expenditure				* Year of reinstatement				4% Building Inflation Rate						
			2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	2033-2034					
1	3	30	70,000		78,740 *												
2	3	5	2,000		2,250 *										2,737 *		
3	3	15	2,500		2,812 *												
4	2	8	9,000		9,734 *												13,322 *
5	4	7	2,000					2,340 *									
6	6	10	5,000						6,327 *								
7	1	2	2,000		2,250 *		2,080 *		2,433 *		2,632 *				2,847 *		
8	10	15	10,000													14,802 *	
9	Sinking fund expenditure (excluding GST)						2,080	9,734	86,052	2,340	2,433	6,327	2,632	2,737	2,847	28,125	
10	Sinking fund expenditure (including GST)						2,288	10,708	94,657	2,574	2,677	6,959	2,895	3,011	3,131	30,937	

6.3 Summary

The following recommended levies and expenditure columns are from the asset contribution and expenditure tables.

The summary does not consider assets individually which could result in insufficient levies being raised if unexpected sinking fund expenditure occurs.

The summary should only be relied upon once the contribution and expenditure analysis have been reviewed and fully understood.

External, UP201,12-16 Darling Street, Barton ACT				
Annual sinking fund cashflow including GST				
Financial Year	Opening balance	Levies at 4% increase PA	Anticipated Expenditure	Closing balance
2024-2025	92,800	9,855	2,288	100,367
2025-2026	100,367	10,250	10,708	99,909
2026-2027	99,909	10,660	94,657	15,911
2027-2028	15,911	11,086	2,574	24,423
2028-2029	24,423	11,529	2,677	33,276
2029-2030	33,276	11,991	6,959	38,307
2030-2031	38,307	12,470	2,895	47,882
2031-2032	47,882	12,969	3,011	57,841
2032-2033	57,841	13,488	3,131	68,197
2033-2034	68,197	14,027	30,937	51,287

7. Disclaimer

This sinking fund assessment has been prepared for the sole purpose of calculating the estimated annual sinking fund contributions to allow for anticipated sinking fund expenditure. It should not be used for any other purpose.

The contents of this assessment are confidential to the instructing party and essential parties dealing with the units plan fund and are not to be distributed to anyone else without the agreement of QS Solutions, which agreement will not be unreasonably withheld. QS Solutions does not accept any contractual, tortious or other form of liability for any consequences, loss or damage that may arise as a result of any other person acting upon or using this assessment.

It is intended that this assessment will be read in full and no responsibility is accepted for later extractions, amendments, interpretations or distribution of parts of the contents of this assessment to any party.

MINUTES - EXECUTIVE COMMITTEE MEETING: UNITS PLAN 201 (BARTON COURT)
6pm 14 February 2024 at National Press Club

Attendance and apologies

Minute taker: Rebecca Collins

In attendance: Juliana McDonald, Michael Body, Henni Arrup, Rosemary Hollow, Peter Gent, Rebecca Collins

Apologies: Viji McPherson

1. Minutes of the meeting held on 8 November 2023 were confirmed and accepted.

Items for discussion:

2. Matters arising from the 8 November EC meeting and other 2023 EC meetings.

3. Old Buildings (Units 1-16)

3.1. Assessment of the roofs of the two Old Buildings

Following Gigi's requests to roofing specialists for quotes for a roofing report, the following replies have been received: Ausnorth has quoted \$2560 and Alltek has quoted \$1331. Rosemary has checked out these two companies and does not recommend either. AllCoast has recommended that the EC seek a drone inspection of the roofs from Peak Consulting (Jason Martin 0419 899 808) and would be happy to quote for repairs once the report has been done. K.W. Jacobs (Baicol's recommendation) reports they are tiling specialists going back three generations and would be able to do tile repairs and ridge capping once a roof report has been received from another company (they do not do roof reports. They also say roof plumbers are required to do flashing repairs). Sutton Roofing has recommended that due to the age of the two buildings, both roofs be replaced. Matt from Baicol has recently informed us that the tiled section of the roof of the New Building also needs repairs, particularly to the flashing so the scope of a roof report must be widened to include the New Building. Julie contacted Peak Consulting for a quote.

Peak Consulting has provided a quote of \$3660 to undertake a report for all three buildings using a drone to access the roofs. Once the report has been received, the EC will discuss the next steps based on the information provided.

Action:

1. Link to provide Peak with permission for a drone report to be undertaken.

3.2 Faulty electrical meters in Old Building

We have received two quotes - \$32,000 (GMH) and \$97,500 (Maritex) - to upgrade the meters.

Action:

1. EC agreed that two further quotes should be sought - from Territory Energy and Level Energy - for replacement of all four metre boards. Michael will work with Link to provide the Territory quote. Rosemary will seek the Level quote.

3.3 Structural issues following the 2022 ASD report on cracking in the old buildings.

Rosemary reported that she met with Luke from All Seasons on site on Tuesday 6 February. Before the meeting Rosemary went back to the 2022 ASD report. In summary, ASD's conclusion and recommendation (p.15) was: " ... I expect the greater cracking in [Units 1-8] is due to the closer

MINUTES - EXECUTIVE COMMITTEE MEETING: UNITS PLAN 201 (BARTON COURT)
6pm 14 February 2024 at National Press Club

proximity of trees... but the trees are mature and I am not recommending their removal. ... I consider that keeping water up to the trees in the dryer months and maintaining good surface drainage (no ponding) around the complex is the best way forward... “.

In discussions with Rosemary Luke noted the last couple of summers have been very wet, so the trees and gardens have been well watered. He said the watering regime should be on a summer-by-summer basis. If there is a dry summer (and we think the last one was 2020, the bushfire season) then they would look at increasing the watering routines for the whole garden, trees included. At this stage and with current weather patterns there is no need to adjust the watering regime. We both agreed the surface drainage from the watering system is very effective.

Rosemary also noted that the Canberra Times reported on 7 February that in January there was more rain recorded at Parliament House than for the last 40 Januarys!

The Committee agreed that no further action was required at this stage.

3.4 Wasp nests

Peter reported on the recent removal the wasp nests including the expertise of the service provider.

Action

1. EC agreed that as the wasp treatment was applied to all three buildings, payment should be made from common fund. Michael Body raised a question about whether this was the appropriate fund. He will separately seek further information from Link.

4 New Building (Units 17-37)

4.1 Painting of New Building

Besselink's quote of \$59,000 was accepted at the 2023 AGM.

Discussion:

EC noted that Besselink plans to start painting the new building in mid-March weather permitting.

4.2 Flashing on awnings above atrium doorways to prevent leaks

Baicol has suggested installing a flashing between the awning and the glass at an estimated cost of \$490 incl GST for each entrance. Carpet One quoted us \$953 total for the same solution. However the Carpet One tradesman said the silicon attaching the flashing to the glass would be very unsightly and would be clearly visible when walking down the atrium stairs. Other companies consulted, including Luxaflex who installed the awnings, could offer no solution.

Action:

1. EC discussed this solution in the context of other more pressing expenditure. EC agreed that while important, the maintenance would be considered next financial year.

4.3 Drainage problem outside Unit 23

All Seasons built a retaining wall in 2019 to try to alleviate the flooding of rainwater over the balcony and into the back bedroom of U23. All Seasons modified the wall and gravel in 2021

after flooding recurred. All Seasons has been tasked with revisiting the site.

Action:

- 1. Julie to consult Drips and Drains on possible further remediation of the drainage outside U23.**

5 Common Property

5.1 Garden

Both Viji and Link have asked All Seasons for a quote for mulching but no response to date.

Action:

- 1. Rosemary to speak to All Seasons when they are next on site, to seek a quote for mulching.**
- 2. Viji arranged for Treeworks to treat the elm leaf beetle issue. This action is now completed. EC agreed to review in five years.**

5.2 Maintain/add crushed granite to gravel parking areas

The following quotes have been received:

1. Instyle: Correction of granite levels, including excavation and compacting: \$21,175.00.
2. Instyle original: Re-fill of granite and plate compaction: \$708.40
3. Inside Outside: Addition of crushed granite to be re-layed on carparks: \$3,245.00

Discussion:

Julie reported on her discussions with the service providers. Inside Outside raised concerns about how to manage parked cars. Instyle were very professional and currently service the Realm. They advised that they will place witches hats around the area a few days prior to commencing.

Action

- 1. EC accepted Instyle's quote of \$708.40.**
- 2. Link to notify residents prior to the work commencing on 29 February. Julie and Rosemary agreed to discuss best approach for providing additional on-site notification, such as a letter box drop.**

5.3 Gutter and downpipes clean.

A clean of the gutters and downpipes was due in January and was carried out by DaytoDay Strata Solutions from 29 January to 4 February at the quoted cost of \$8064 – the same cost as in May 2023. They used a vacuum apparatus to clean the gutters in the first instance and then a boom lift and high-pressure hose to finish the job, including flushing out the downpipes.

Discussion:

EC noted that the work was done well and that they would re-engage this service provider when required.

Action

- 1. Link to place DaytoDay Strata Solutions on the Barton Court maintenance list for our twice-yearly service in Autumn and Spring.**

6 Maintenance Adviser

6.1 Peter has advised that Baicol will not charge the EC for inspecting the complex for possible maintenance issues and that these walkarounds will proceed on a needs basis. Henni has drafted the attached short duty statement for Baicol to be placed on the strata portal once approved by the EC.

Discussion:

The EC approved the draft statement.

Action:

1. Link to place the statement on the owners' portal.

7 Car park security following thefts and break-ins

7.1 At the 8 November EC meeting, the EC agreed that Link should seek two quotes from security firms for twice-weekly drive-throughs as an alternative to installing CCTV cameras. Leader Security has quoted us \$282 a week excluding GST for drive throughs on two nights a week (between the hours of 8pm and 6pm).

Action:

1. EC agreed to engage Leader Security to undertake twice-weekly drive-throughs.

2. Link to confirm whether this work will include placing a sign at either end of the carports.

If this is not included, Link to ask Leader Security to provide a further quote that includes signage.

8 Guide to EC operations, streamlining invoice approvals

8.1 Henni has drafted the attached amended Guide to EC processes for placement on the portal once the EC has agreed to the draft.

Under the revised draft, Link can seek approval of quotes/invoice payments of up to \$10,000 from three EC members (Julie, Viji and Rosemary). Quotes/invoices over \$10,000 and up to \$25,000 will require majority EC approval. Any proposed project costing over \$25,000 must be taken to the Owners Corporation for approval at the next AGM or by calling a Special General Meeting if immediate action is required.

Discussion:

EC approved the Guide.

Action:

1. Link to place the Guide on the owners' portal.

9 Updating 15 Year Sinking Fund Plan

9.1 The Sinking Fund Plan must be updated before the 2024 AGM. Link has been asked to obtain three quotes from suppliers to update it. Henni and Michael have agreed to be the contact points.

Action:

1. **Link to provide an update on the provision of three quotes. Michael and Henni are contacts. Michael to follow up with Link.**

10 Maintenance Plan items to be actioned in 2024

10.1 EC discussed several items from the maintenance plan:

1. Pathway pavers.
2. Gravel in visitor's carparks: As mentioned above, EC agreed to accept the Instyle quote for \$708.40 to replace gravel in the visitors' carpark areas.
3. Timber bollards. EC noted that some bollards have been concreted in while others cannot be concreted because of services underneath.
3. Common area lighting: Rosemary reported that Link has registered Barton Court under the ACT government's sustainable lighting program for upgrades to external lighting. Rosemary will be the site contact and will report at the next meeting.
4. Downpipes replacement - New Building (Units 17-37). Drips and Drains to inspect the downpipes on 19 Feb and provide a quote to Link if any need replacing. Julie is the contact.

Actions:

1. **EC agreed to seek a quote from All Seasons to straighten and strengthen the bollards where possible.**
2. **EC approved updating of QIA Safety Report. Link to send a request for quote from QIA.**
3. **Michael to find latest version of Maintenance Plan and ask Link to place it on Owners' Portal. It should be published as a PDF of QIA's final maintenance plan together with the Excel schedule.**

11 Sinking Fund items to be actioned in 2023-2024

11.1 EC discussed the following items from the Sinking Fund:

1. Paint external walls of complex
2. Replace carpets in all buildings
3. Maintain signage
4. Roof flashings.

Actions:

1. **Link to ask Baicol to submit a quote to paint the walls in the driveway areas of the complex.**
2. **EC agreed to postpone replacement of carpets until there is a need, due to other prioritised expenditure. This item should be revisited next financial year.**
3. **Following completion of the upcoming drone reports. EC to consider seeking a quote from Baicol to repair the flashing and roof fixtures for new building.**

12 Solar

- 12.1 Rosemary reported that following discussions with ACT Government about possible upgrades for the heating in the old buildings, she had a long discussion with Canberra Boilers who

MINUTES - EXECUTIVE COMMITTEE MEETING: UNITS PLAN 201 (BARTON COURT)
6pm 14 February 2024 at National Press Club

upgraded the boilers in 2017. The information and advice they provided was as follows:

1. Most office and public buildings in Canberra have gas hydronic heating, like the old buildings.
2. This includes all schools, ANU, Parliament House, Old Parliament House, Film and Sound Archive and multi-storey office blocks in Civic.
3. ANU upgraded 4 buildings from gas hydronic heating to heat pumps last year and will not be doing any more upgrades. They could not get the temperatures to above 18 and had very high electricity bills for these 4 buildings.
4. Parliament House just spent \$10m on upgrading their gas boilers so will be continuing with the system.
5. Heat pumps to replace our gas boilers would need to be 6 times the size of our gas boilers.
6. It is unlikely that offices, public buildings, and schools will be replacing their gas hydronic heating.
7. The life span of the boilers replaced in 2017 is likely to be up to 20 years if they are well maintained.
8. Canberra Boilers recommended we keep our system and maintain, and service as required.

Rosemary recommended we accept the advice of Canberra Boilers. The EC agreed that no further action on this item is required.

13 Status of painting of clothesline enclosure

- 13.1 Julie reported that Link has now sent a work order to Baicol. The work will be completed by mid-March.

14 Progress in replacing the words 'Sinking Fund' with 'Special Purpose Fund' where appropriate in Rules.

14.1 Action:

1. EC agreed that the rules should be amended and submitted for the next AGM.

15 Insurance (ref item 10 of 8 Nov 2023 minutes)

Michael sought membership information regarding the Owners Corporation Network of the Australian Capital Territory. See Join OCN — Owners Corporation Network ACT (ocnact.org.au) regarding fees. Annual fee for an owners' corporation is \$20.00 plus \$2.00 per unit, ie \$94 per year for UP201.

Discussion:

Michael pursued an alternative quote with WFI but they were not interested. Link has distributed an additional quote for CGU, however CGU is no longer offering workers compensation.

Action:

1. EC agreed that Link should ask CGU for a quote for the full policy. EC also agreed that Link should seek a second quote from another provider.

16 AGM 2023 review (ref item 13 of 8 Nov 2023 minutes)

MINUTES - EXECUTIVE COMMITTEE MEETING: UNITS PLAN 201 (BARTON COURT)
6pm 14 February 2024 at National Press Club

Action:

1. EC noted the response from Link (email of 24 Nov 2023).

17 Other business

17.1 Amendment to AGM Minutes

We have had a request from the owner of unit 1 to amend the AGM Minutes with a secretarial note as per below (the AGM minutes would have to be reissued):

Secretarial note: A levy schedule is usually included in the AGM notice pack to help owners see the specific contributions they will pay for the year. This was not included in the 2023 AGM notice pack due to an administrative fault. The levy schedule will be included again moving forward.

Action:

1. EC agreed that Link should send out the Levy schedule to all owners and that the schedule should be included in future AGM papers.

17.2 Term deposit renewals

Action:

1. EC agreed to roll over the term deposit. EC agreed that the term deposit arrangements should be noted in the Executive Committee report to the AGM.

17.3 Archive Disposal Request

Link's Ester Manson has sent the attached request for authorisation to destroy the listed OC documents that are over 8-9 years old. These are hard copies documents. Suggest at a minimum that we retain the EC/AGM Minutes from the specified period and also any reports. Viji and Julie are happy to inspect the documents at Link and decide which to keep based on EC recommendation.

Michael B notes that there are statutory obligations on the EC regarding records. Section 2.1(3) of the UTMA requires the executive committee to keep the documents, records and books of account for at least 7 years.

Action

1. EC agreed to retain the AGM papers and EC minutes from 2013 onwards. These should be digitised as well as any reports. Link to recommend an appropriate storage location.

- 17.4** For the record: Discussions following ASD's November 2013 building report on cracking in Units 1-8. The issue of action taken by the EC following the 2013 report was raised by then-EC member Michael McCann in 2023.

In response to an email from Strata Manager Liam Hambridge regarding possible follow up action by the EC, the owner of Unit 4, who was also an EC member, wrote to Liam on 1 August 2017 stating:

Hi Liam,

MINUTES - EXECUTIVE COMMITTEE MEETING: UNITS PLAN 201 (BARTON COURT)
6pm 14 February 2024 at National Press Club

Thanks, but no. I am well aware of the cracks.

In short, there is no point paying for a builder/consultant at this stage when there is apparently no simple solution. Even the 'low cost' solution (which involves injecting a substance into the ground to re-level the building) would require the ground floor owners / tenants to move out and their floors lifted to access the ground underneath.

It is an issue that I will speak to at the 2017 AGM.

*Regards,
Robert Watson (Executive Committee member)*

Robert Watson was not at the 2017 AGM and the matter was not raised. No further action was taken by the EC.

Discussion:
EC noted this correspondence.

18 Date of the next meeting: Proposed date Tuesday 30 April 2024.

Unit Plan 201 – Balance Sheet as at 31 January 2024

Date → Funds ↓	Balance as at 30 June 2023	Balance as at 31 October 2023	Balance as at 31 January 2024
Admin Fund	74,376.89	73,680.66	70,937.63
Common Sinking Fund	88,832.58	91,127.99	99,851.52
Heating Fund	27,431.96	15,404.29	24,314.31
Special Purpose Fund Units 1-8	36,352.23	45,479.76	54,152.29
Special Purpose Fund Units 9-16	58,402.57	53,939.55	56,616.50
Special Purpose Fund Units 17-37	60,738.17	52,898.32	63,144.10
Net assets	346,134.40	332,531	369,016.35

EXECUTIVE COMMITTEE (EC) MEETING MINUTES

ATTENDANCE

In attendance: Julie McDonald (Chair), Viji McPherson (Treasurer), Rosemary Hollow, Michael Body and Henni Arup

Apologies: Peter Gent and Rebecca Collins

Observer: Trevor Tier (Unit 22)

Minute taker: Henni Arup

PREVIOUS MEETINGS MINUTES

The Minutes of the 14 February EC meeting were confirmed and accepted with the following amendment to item 7.1: *Leader Security's quote for twice-weekly drive through was \$282 per month, not \$282 per week.*

ITEMS DISCUSSED

1. All buildings

1.1 Assessment of the roofs of the three Buildings

In mid-February the EC engaged Peak Consulting to carry out a drone inspection of the roofs. The report was received in late February. While the report concluded that our roofs are in good condition for their age, it identified over 60 defects across the 3 roofs that need remediation.

The EC has asked two companies to quote for fixing the defects: K.W. Jacobs Roofing Specialists and AllCoast Roof Services. The quotes have not yet been received.

Action: No action required at this stage. The EC will wait for the quotes to be received and then consider the approach forward. The amounts for each building are likely to vary and may require different levies and fundraising amounts. The quotes will be factored into the budget for next FY for consideration at the AGM, where possible.

2. Old Buildings (Units 1-16)

2. 1 Faulty electrical meters servicing the two Old Buildings

The EC received four quotes to replace the old meters: \$32,000 (GMH), \$97,500 (Maritex), \$57,692 (GLS) and \$20,388 (Watts Needed) to upgrade the meters. The EC accepted the Watts Needed quote to enable work to proceed asap.

Watts has advised the work will likely commence in three to five weeks. They are in the process of contacting Evo to confirm their complementary work and costs which are not included in Watts quote. Evo will request payment in advance before commencing work. Other quotes received for the quote indicate the cost of Evo's work will be around \$1,500 per meter box.

Watts will need to turn the power off when undertaking the work and will work on one meter box at a time. Link will need to advise residents that this will occur.

Action: LINK to contact Watts and confirm timing for the work and the expected costs for Evo's work. LINK to check with Watts on how long the power will be off when the work will be undertaken. LINK to

send an email to residents ahead of the work commencing to advise them of the work and power outage. Rosemary and Michael are the EC contacts for this work.

1.1 Replacement pump for the heating servicing Units 9-16

The heating servicing both old buildings has been turned on for the seasons. Units 9-16 reported an outage in the heating that was rectified. But Canberra Boilers has advised it may happen again due to an issue with the pump servicing the heating that needs replacing. The EC has approved the quote from Canberra Boilers of \$4,579.42 to replace the pump. The work order has been issued to Canberra Boilers.

Action: LINK to contact Canberra Boilers to confirm timing for this work and advise residents via email as the heating will likely be turned off while the work is undertaken.

2. New Building (Units 17-37)

2.1 Painting of New Building

Besselink began the painting work on 2 April and was expected to complete the work on 01 May. The EC was pleased with the quality of work and would be happy to engage Besselink again in the future.

Action: No further action required. EC will approve invoice once received for payment. This item will be removed from the next EC meeting agenda.

3. Common Property

3.1 Drainage problem outside Unit 23

Drips and Drains were engaged to install a pipe in the flood area outside Unit 23 and connect it to a nearby downpipe on the outside of the New Building. This work has been completed.

Action: No further action required at this stage. This item will be removed from the next EC meeting agenda.

3.2 Garden

All Seasons advised that the garden watering system has been reset for the autumn season. The Garden Committee will do another walk around with All Seasons in early spring, unless any issues arise in the meantime.

A quote for mulching the garden from All Seasons was received by LINK, at a cost of \$11,000. The EC has asked for an alternative quote. A quote from Instyle is expected next week.

Action: The EC will consider the quotes for the garden mulching once received. The mulching will not occur until spring.

3.3 Maintain/add crushed granite to gravel parking areas

InStyle has carried out the gravel laying and compaction in the four visitors' carparks at a cost of \$708 incl GST. As the cost was very reasonable, EC members have suggested that InStyle be engaged every few years to ensure the parking areas are properly maintained.

Action: No further action required at this stage. This item will be removed from the next EC meeting agenda.

3.4 Maintenance Adviser

The Barton Court building manager (Matt from Baicol) has removed eight bollards from the common areas to enable cherry pickers to access the Macquarie St side of the New Building and to enable skips to

EXECUTIVE COMMITTEE MEETING: UNITS PLAN 201 (BARTON COURT)
6pm 30 April 2024 at National Press Club

be placed on the lawns instead of in visitor carparks when renovations are under way at the complex. He will soon commence work on straightening and strengthening the remaining bollards.

The EC identified some additional work for the maintenance adviser to undertake – to secure the letterboxes for the new building on the Darling St side which have become unstable and to replace a missing light shade in the alcove of the Darling St side old building.

Action: Michael Body to contact Baicol to undertake work on the letter boxes and replacement lampshade.

3.5 Carpark security following thefts and break-ins

In February the EC accepted Leader Security's quote of \$282 a month excl GST for drive throughs on two nights a week between the hours of 8pm and 6pm. Leader has now installed signage in the garage area and has begun patrolling.

Action: No further action required at this stage. The EC will monitor for any further reports of thefts and break ins.

4. Updating the 15-Year Sinking Fund Plan and Safety Report

The Sinking Fund Plan must be updated before the 2024 AGM in September. Three quotes have been obtained to develop the updated Sinking Fund Plan (SFP) and also update the Safety Plan (SP) at the same time. QIA quoted \$660 inc GST for the SFP, \$721 inc GST for the SF and a discount to \$648 for the SF if undertaken with the SFP. SIE quotes \$2,998 inc GST for the SFP and \$2,558 for the SP. QS Solutions quotes \$1,500 for the SFP and did not quote on the SP as it does not prepare SPs. The EC decided to proceed with trying QS Solutions to develop the SFP and QIA to undertake the SP. QIA would also be asked for a quote to undertake an updated evaluation of the complex as is required as part of insurance renewal (see item 8 below).

Action: LINK to issue a work order to QIS to undertake the Sinking Fund Plan update. LINK to issue a work order to QIA to undertake the Safety Plan update. LINK to seek a quote from QIA to undertake a valuation of the complex. Michael Body to be the EC contact for this work.

5. Items from the 2023-2034 Maintenance Plan to be actioned

5.1 Timber bollards

Baicol has been engaged to straighten and strengthen the leaning bollards where possible.

Action: Michael Body to seek an updated from Baicol on when this work is expected to be completed.

5.2 Pavers in common areas

An assessment of the state and need for repairs of pavers in the common areas will be undertaken as part of the updated to the Safety Plan (see item 4 above).

Action: See item 4 above in relation to the Safety Plan.

5.3 Common area lighting

The common area lighting has been inspected and updated so that all the light bulbs in the common lighting are now energy efficient.

Action: No further action required at this stage. This item will be removed from the next EC meeting agenda.

6. Remaining items from the Sinking Fund Plan for action in 2023-2024

6.1 Paint external walls of complex

This work has been completed by Baicol .

Action: No further action required at this stage. This item will be removed from the next EC meeting agenda.

6.2 Roof flashings on the New Building

Quotes are being sought for this work as part of the broader quotes on roofing repairs (see item 1.1 above).

Action: See item 1.1 above in relation to the roof report.

6.3 Painting of clothesline enclosure

Baicol has completed this work.

Action: No further action required at this stage. This item will be removed from the next EC meeting agenda.

7. Insurance

The EC agreed to accept CGU's quote to renew the complex's insurance as follows: Building Insurance: sum insured (BSI) \$22,050,000 excess \$2,000 standard, \$2,500 water damage and burst pipes = premium \$35,906.11 (inclusive of all fees and taxes). Workers Compensation will be covered for an additional fee of \$298. Refer to agenda item 10 of 8 Nov 2023 minutes for further context.

The EC discussed doing a more comprehensive market assessment ahead of next year's insurance renewal and noted an updated valuation of the complex would be required as part of this. As noted in item 4 above, the EC agreed to seek a quote from QIA to undertake the evaluation.

Action: Michael Body nominated himself as the EC member to explore options for next year's insurance. As per item 4 above, LINK to seek a quote from QIA to undertake an updated valuation of the complex.

8. Other business

8.1 Levy schedule

As requested, Link has sent out the 2023-2024 levy schedule to all owners and will include the 2024-2025 levy schedule in the 2024 AGM papers.

Action: No further action required at this stage. This item will be removed from the next EC meeting agenda.

8.2 Archive Disposal Request

At the EC's request, Link has retained the AGM papers, EC minutes and relevant building, common property, ACAT and financial reports from 2013 onwards in digital form. Other documents that are more than eight or nine years old and no longer relevant have now been destroyed in line with Link's policy of keeping documents for no longer than that time. Section 2.1(3) of the UTMA requires the EC to keep the documents, records and books of account for at least 7 years.

Action: No further action required at this stage. This item will be removed from the next EC meeting agenda.

8.3 Development of next financial year's budget for AGM consideration

EXECUTIVE COMMITTEE MEETING: UNITS PLAN 201 (BARTON COURT)
6pm 30 April 2024 at National Press Club

The Treasurer asked EC members to consider over the next four weeks items that should be included in next financial year's budget to inform the levies for this year's AGM. EC members should obtain quotes for proposed expenditure where possible, including a quote for painting the two Old Buildings from Besselink. EC members should also review the Sinking Fund Plan and Maintenance Plan for expected expenditure items.

Action: Viji (Treasurer) to send an email to the EC asking for input on the budget over the next month and ahead of the next EC meeting.

8.4 Location for this year's AGM

The EC discussed exploring holding a hybrid AGM this year, with an opportunity for owners to attend a face-to-face meeting or dial in remotely. It was noted the Barton Court AGM had been held solely online since the advent of COVID-19 but there was a preference from some owners for a face-to-face option.

Action: EC to discuss with LINK on its preference for attendance. Michael Body to seek a quote from the Press Club on provision of facilities for the AGM (meeting room with dial in options).

Proposed date of the next EC meeting: Tuesday 9 July 2024

Unit Plan 201 – Balance Sheet as at 31 March 2024

Date → Funds ↓	Balance as at 30 June 2023	Balance as at 31 October 2023	Balance as at 31 January 2024	Balance as at 31 March 2024
Admin Fund	74,376.89	73,680.66	70,937.63	55,322.61
Common Sinking Fund	88,832.58	91,127.99	99,851.52	92,563.02
Heating Fund	27,431.96	15,404.29	24,314.31	33,439.33
Sinking Fund Units 1-8	36,352.23	45,479.76	54,152.29	61,449.95
Sinking Fund Units 9-16	58,402.57	53,939.55	56,616.50	63,705.86
Sinking Fund Units 17-37	60,738.17	52,898.32	63,144.10	71,833.52
Net assets	346,134.40	332,531	369,016.35	378,314.29

EXECUTIVE COMMITTEE MEETING MINUTES

In attendance: Julie McDonald (Chair), Viji McPherson (Treasurer), Rosemary Hollow, Michael Body, Rebecca Collins (by phone).

Minute taker: Rosemary Hollow

PREVIOUS MEETINGS MINUTES

The Minutes of the 30 April 2024 EC meeting were confirmed and accepted.

ITEMS FOR DISCUSSION

1. Barton Court budget.

At the 30 April EC meeting, the Treasurer asked EC members to submit expenditure estimates in FY2024-25 for each building so the levies for approval at this year's AGM could be agreed.

Action 1: EC members to review expenditure estimates for 2024-25

Action 2: EC members to agree on levies to be set for next FY, taking into account the need to build up Sinking Fund balances for major expenditure items in the next five years including repainting the Old Buildings (estimated at \$99,000 incl gst each) and either repairing or replacing the roofs of all three buildings.

Discussion: EC members considered the expenditure estimates but deferred decisions until the costs of roof repairs and/or replacement had been considered by EC and referred to AGM for consideration and decisions.

2. Mandatory yearly audit for inclusion in the 2024 AGM papers.

Last year the EC selected the Hardwicks accounting firm to conduct the mandatory audit (required by the *Unit Titles (Management) Act*) of Barton Court's FY2022-23 financial records at a cost of \$1,925.00 incl GST.

Discussion: The EC agreed they were satisfied with the work done by Hardwicks and that they should be engaged for this year's audit of our FY2023-2024 financial records.

Action: Link to send a quote request to Hardwicks to carry out the audit, the results of which will be included in the 2024 AGM papers.

3. Roof repairs on all three buildings

A February 2024 drone report on the three buildings' roofs identified more than 60 defects in the roofs' tiling and flashing that need remediation.

For **tile repairs only**, tiling specialists K.W. Jacobs quoted each of the two Old Buildings \$71,000 (incl gst) to fix the broken tiles and the New Building \$29,000 (incl gst)

However it is important to note here the following advice we received from KW Jacobs when supplying us with the quotes for tile repairs:

I strongly recommend you consider reroofing all 3 buildings. The roof tiles are long past their warranty period and the durability of the clay will start to deteriorate if it has not already. It is inevitable that all 3 roofs will require replacement at some stage in the near future. The cost to have scaffold in place purely for minor repairs considering the age of the roof seems like a waste. I suggest you employ the services of a builder and/or project manager to look after this.

In view of the above, KW Jacobs quoted us for the **total replacement of the tiles** on each of the three roofs. (The quotes exclude the cost of roof plumbing and scaffolding - see below). Quotes for tile replacement are: U1-8 \$190,000 incl gst; U9-16 \$190,000 incl gst and U17-37 \$180,000 incl gst.

Saltbush Roofing quoted us the following for the **roof plumbing**: U1-8 \$39,000 incl gst; U9-16 \$39,000 incl gst ; and U17-37 \$65,000 incl gst

BMR Scaffolding quoted us the following for **scaffolding**: U1-8 \$41,000 incl gst; U9-16 \$41,000 incl gst and U17-37 \$65,500 incl gst.

Sutton Roofs has quoted us for **total replacement of the tiles, flashing, gutter and downpipes plus the cost of scaffolding and a crane for each of the three buildings**. Quotes are as follows: U1-8 \$483,688 incl gst; U9-16 \$483,688 incl gst and U17-37 \$445,175 incl gst.

Leaky Roof has quoted us the following for **total replacement of the tiles and roof plumbing on the three buildings as follows**: U17-37 \$228,655 incl gst plus scaffolding at \$60,000 incl gst equals \$288,655 incl gst. U1-8 \$210,307 incl gst plus scaffolding at \$38,700 incl gst equals \$249,307; and U9-16 \$210,307 incl gst plus scaffolding at \$38,700 incl gst equals \$249,307;

A Leaky Roof employee commented on site that replacement of gullies and other repairs on the two Old Buildings might be sufficient to maintain their integrity for the next 10 years (see Rosemary's comment below).

Discussion: A number of issues were raised:

- There are fewer funds available in the Sinking Funds of the New Building than in the Sinking Funds of the two Old Buildings to contribute to roof repairs;
- The condition of the roof in the New Building is poor and serious consideration should be given to total replacement of the tiles and the roof plumbing, given that the cost of scaffolding at \$65,500 for the first week plus \$2000 for every additional week makes spot repairs uneconomical.
- It was noted that the Old Buildings has had both tile repairs and the replacement of gutters and downpipes in recent years;
- Rosemary said that during her discussions with a Leaky Roof employee on site, he had indicated that the replacement of valleys and other repairs might be sufficient to maintain both roofs for the next 10 years;
- Rosemary also said it was unlikely that many of the owners in Units 1-16 would have access to the \$31,000 to \$50,000 estimated cost per owner to completely replace the Old Building's roofs;
- It was noted that it would be far less expensive per owner to replace the roof on the New Building, most likely around \$15,000 to \$16,000 per head that could be collected over two years.

Actions:

Rosemary agreed to prepared a summary chart of repairs and replacements for the two Old Buildings and Julie agreed to summarise these costs for the New Building. These charts would include an estimate of owners' contribution for each option, ie roof replacement or roof repairs.

The EC would then consider options for special levies and/or sinking funds to fund the works required for each of the three buildings. Options for special levies to be collected over 2 years would be included.

A covering explanatory paper will be considered for inclusion in the AGM papers after the summary chart has been prepared.

4. Old Buildings (Units 1-16)

4.1 Faulty electrical meters servicing the two Old Buildings

Canberra electrical firm Watts Needed, in conjunction with Evo Energy, have removed the meter boards from the four meter boxes servicing the Old Buildings and replaced them with new asbestos-free meter boards. An Asbestos Clearance Notification dated 28 June 2024 by a Class A Asbestos Assessor from Amphyllitics has been provided to the UP201 Owners Corporation. The meters on all three buildings will be upgraded to Smart meters by each unit's electricity retailer (or retailer's contractor) over the coming weeks at no cost.

Action: No further action required.

4.2 Cost estimate of repainting the Old Buildings around 2027

The New Building has just been repainted by Besselink at a cost of \$59,000. At our request, Besselink painters provided us with an estimate of \$180,000 excl gst to repaint the two Old Buildings. This translates to an estimated \$99,000 incl gst for each Old Building.

Action: to be included in the future budgets for each Old Building.

5. Gardens

Mulching of the gardens including the hedge was carried out by InStyle at the end of June at a cost of \$5977 inc gst. Liquid seaweed emulsion was also applied to all garden beds prior to laying the mulch.

Action: No further action required.

6. Mandatory updates to the 15-Year Sinking Fund Plan

QS Solutions has updated Barton Court's 15-year Sinking Fund Report at a cost of \$2500 excl gst. The report will be useful in preparing budgets for the complex going forward and for setting levies each year and will be placed on the UP201 Portal.

Discussion: The EC agreed to defer amending the draft SFP until decisions are made on roofing replacement/repairs and costs at the upcoming AGM, expected around mid to late September.

Action: Amendments to the draft SFP will be discussed by the EC after the AGM.

7. Remaining items to be actioned from the 2023-2034 Maintenance Plan

Pavers in the common areas – discussed under Common Area Safety Report item.

8. Valuation of complex for insurance purposes

At its 30 April 2024 meeting, the EC discussed seeking a more comprehensive market assessment of insurance firm fees ahead of next year's insurance renewal and noted an updated valuation of the complex would be required. The EC agreed to seek a quote from QIA to undertake the evaluation. QIA has quoted us \$934 incl gst for a valuation and QS has offered to match this price.

Action: EC agreed to ask QS to prepare the valuation. Kripa to send QS a work order asking them to prepare the valuation in early January 2025 in time for our insurance renewal in March 2025.

9. Update of the 2013 QIA Common Areas Safety Report

The Safety Report for the Common Areas has been updated by QIA at a cost of \$649.

Discussion: After the report has been considered at the upcoming AGM, the EC agreed to ask Matt from Baicol to provide quotes on priority works including pavers and repairs in the parking and pedestrian areas.

Action: Safety Report to be submitted to our AGM and then discussed with Baicol.

10. Location and proposed date for this year's AGM

We have obtained a quote of \$1000 from the National Press Club for the Randall meeting room that holds up to 20 people and has a dial-in option. An alternative to this option would be to hold the AGM by zoom as we have done in the past. Owners are familiar with this process and it means everyone who wishes can attend and participate. In addition, a zoom meeting would be more convenient for Link who have agreed to facilitate the meeting.

Action: The EC agreed that the AGM would be held by Zoom and that the date would be set after a further EC meeting on roofing costs.

11. The annual EC Report for inclusion in the AGM papers

In previous years the EC Report may have benefited from comprehensive and strategic input from EC members and it was agreed that EC members would provide the Chair with items they considered useful in the report's preparation.

Action: EC members to contribute to the preparation of the report.

12. Units 1-16: Heating expenses

EXECUTIVE COMMITTEE MEETING: UNITS PLAN 201 (BARTON COURT)
6pm 30 July 2024 at National Press Club

The replacement of a malfunctioning boiler pump serving U9-16 in May 2024 raised the question of whether the cost should be paid out of the Old Buildings' Heating Fund or out of U9-16's Sinking Fund. The view was expressed that Rule 2.5 might need to be clarified.

Action: EC agreed that expenses incurred by repairs and maintenance to the heating equipment servicing U1-16 would be paid for by the relevant building's Sinking Fund while general running costs would be paid for by the Heating Fund.

13: Heritage listing of the two Old Buildings

Discussion: Rosemary spoke about the issues regarding Heritage listing of the two original buildings. The main benefit would be that funding would be available for repairs and maintenance including possible roof repairs. She said the nomination would not include the New Building. She said the nomination did not need approval of all the owners but it would be good to have the support of a number of owners.

Action: Rosemary to prepare the nomination and circulate it to the EC and owners of U1-16 for comment.

14. Other business

Dog faeces under the hedge – it was agreed that no further action would be taken as the droppings were likely to be left by passing dogs and not by Barton Court residents disposing of their dogs' faeces.

Unit Plan 201 – Balance Sheet as at 30 June 2024

Date →	As at 30 Jun 2023	As at 31 Oct 2023	As at 31 Jan 2024	As at 31 Mar 2024	As at 30 Jun 2024
Funds ↓					
Admin Fund	74,376.89	73,680.66	70,937.63	55,322.61	63,148.53
Common Sinking Fund	88,832.58	91,127.99	99,851.52	92,563.02	82,234.37
Heating Fund	27,431.96	15,404.29	24,314.31	33,439.33	35,595.06
Sinking Fund Units 1-8	36,352.23	45,479.76	54,152.29	61,449.95	62,898.23
Sinking Fund Units 9-16	58,402.57	53,939.55	56,616.50	63,705.86	65,862.06
Sinking Fund Units 17-37	60,738.17	52,898.32	63,144.10	71,833.52	21,207.62
Net assets	346,134.40	332,531	369,016.35	378,314.29	330,945.87

MINUTES: EXECUTIVE COMMITTEE MEETING

In attendance: Julie McDonald (Chair/Treasurer, Matthew Neuhaus, Rosemary Hollow, Constantine Nikolakopoulos (by phone).

Minute taker: Rosemary Hollow

Minutes of February EC meeting were accepted.

ITEMS FOR DISCUSSION

1. Draft 10-Year Sinking Fund Plans

In commissioning an update of our mandatory 10-Year Sinking Fund Plan last year, the EC asked QS Solutions to draw up separate SFPs for each of the three buildings, plus an SPF for the common property. The draft plans form the basis for the levies be collected each year for various repairs and maintenance. Good property management recognises that lot owners contribute to their buildings' wear and tear and that they should all contribute to the costs of maintaining the complex to a high standard. We received the drafts in January. The EC then asked QS to amend the draft SFPs for the two Old Buildings to take account of future liabilities omitted from the first version (reroofing and major plumbing repairs.) The amended SFPs for the two Old Buildings now reflect the roofing and plumbing liabilities (see attached along with the original versions). We also attach the table of quotes and advice of the roofers on the cost effectiveness of repairs to the two Old Building roofs versus total replacement in 10 years' time.

QS has estimated the building inflation rate to be 4% pa in which case, the cost of reroofing the buildings in 2035 will be approx. \$491,000 per Old Building or \$55,000 per owner.

We note that the Old Buildings' plumbing systems are now over 90 years' old and it is possible that major repair will be necessary in the next decade.

Actions:

- **Once the EC has approved all six draft SFPs, Link to place them on the Owners Portal so owners can familiarise themselves with the liabilities they may face in the coming years.**
- **The draft SFPs to be approved by Owners at the 2025 AGM.**

2. Maintenance Plan for common areas and buildings - items to be actioned in 2025

The Maintenance Plan is available on the Owners' Portal. Maintenance items scheduled for 2025 are as follows:

- Top-coat bitumen driveway and carport area surface. A quote of \$12,000 from Baicol has been accepted to fix the potholes in the garage area. Julie also applied to the ACT Government's Fix My Street to concrete the damaged asphalt driveway leading from Darling St. Fix My Street has inspected the driveway and agreed to do so. Date TBA.
- Maintain/clean garden drains and covers – It was noted that Drips and Drains clean the drains at least once a year. **Link to check if this work is on the complex's annual maintenance schedule and inform the EC. Link to ask Drips and Drains to check that all drain access points have covers on their next visit and if not to replace them.**

- Repaint carport walls/carport doors and delineation lines (Baicol's quote of \$11,200 has been accepted).
- Revarnish door faces U1-16 (a quote from MCM of \$3520.00 has been accepted for the work to be done in Spring).
- Clean glass atriums of U17-37 (completed).
- Several other items that will be completed by Baicol in carrying out the remedial work recommended in our Safety Report (see Item 3).
- Fire extinguishers – under regulations they should be checked twice a year. **Link to include the twice-yearly check of the Fire Extinguishers on their maintenance schedule if not there already and arrange the next check if it is overdue.**

3. 2024 QIA Common Area Safety Report

Our building consultant, Baicol, has supplied quotes for almost all the mandatory items in the 2024 Common Area Safety Report except for the electrical items. The EC has approved these quotes.

Action:

- **Baicol to carry out the work over the coming months.**

4. Issues with dogs

The issues with dogs are improving and we note there is now only one large dog in the complex. There are still issues with the owner not cleaning up the dog droppings and leaving plastic bags of faeces at the entrance to the stairwell. The problem with this owner and dog will continue to be monitored. Dogs defecating and urinating in the complex is a health and safety issue and a breach of the Rules of the complex. All such breaches will be taken seriously.

Actions:

- **The 2025 AGM be asked to pass a Rule that dogs be kept on the leash at all times in the common areas.see**
- **Julie to submit motion to this effect for inclusion in the 2025 AGM papers.**

5. Other business

Rosemary noted that her application on behalf of the EC to the ACT Government to be part of the Sustainable Apartment Pilot Program was unsuccessful. She had received an email from ANU to be part of a Research project on Apartment Electrification and Decarbonisation, and the EC agreed she could submit an application to be part of this project. Rosemary will circulate the application to the EC before submitting.

6. Proposed date of AGM: 12 August 2025 TBC (see Sinking Fund balances overleaf ...

EXECUTIVE COMMITTEE MEETING: UNITS PLAN 201 (BARTON COURT)
2pm Wednesday 21 May 2025 in Unit 29

Sinking Fund Balance Sheet:

Date	30 September 2024	31 December 2024	31 March 2025
Admin Fund	47,521.48	64,817.79	33,400.77
Common Sinking Fund	79,978.97	83,987.91	81,148.69
Heating Fund	23,598.38	42,460.92	52,089.16
Sinking Fund Units 1-8	52,476.05	78,942.99	89,879.18
Sinking Fund Units 9-16	55,998.88	79,518.88	91,008.88
Sinking Fund Units 17-37	20,577.62	121,235.59	167,076.75
Net assets	280,151.38	470,964.08	514,603.88

MINUTES OF ANNUAL GENERAL MEETING Units Plan No. 201

DATE & TIME Tuesday 12 August 2025 at 5:30 PM
LOCATION Zoom Meeting

ATTENDANCE

Present:

Ms M Shaw, Ms C Rainsford, Mrs R Hollow, Ms J Henderson, Mr M Body, Mr M Neuhaus, Mrs B Bishop, Mr A Gorecki, Ms E Mullan, Ms M Summers, Mr H McClure, Mr T Tier, Mr C Nikolakopoulos, and Mr R Watson.

In Attendance:

Mr A Johnston and Ms K Gosai representing Link Strata Management.

Proxy:

Ms J McDonald proxy to Ms E Mullan.
Mr N Prosser proxy to Mrs R Hollow.
Mr N & Mrs C Prosser proxy to Ms C Rainsford.

Chairperson:

Mrs R Hollow chaired the meeting and Mr A Johnston facilitated the meeting on her behalf.

QUORUM

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

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

1. PREVIOUS GENERAL MEETING MINUTES

It was resolved that the minutes of the previous Annual General Meeting dated 8 October 2024 be accepted as presented.

Secretarial Note: An owner objected to the motion and wished the minutes to reflect her concern that the voting process for the special resolutions at the 2024 AGM were not fully explained and that owners present should have been given the opportunity to withdraw from the meeting and therefore not be counted as an abstention as this impacted the final result of Motion 10A and requested details of the votes be provided.

A review of the meeting documents showed that the voting on Motion 10A was 17 votes for the motion, 4 votes against the motion and 4 abstained from voting, a total of 25 votes. With the result being the motion passed as a special resolution.

For full disclosure, if the owners of Units 1 to 16 withdrew from the meeting and their votes were not counted, the result of Motion 10A would have been 16 votes for the motion, 2 votes against the motion and 0 abstained from voting, a total of 18 votes and the outcome would have resulted in the motion passing as a special resolution.

MOTION CARRIED

2. PRESENTATION OF EXECUTIVE COMMITTEE REPORT

The meeting noted the Executive Committee Report that was included with the Notice of the meeting.

3. FINANCIAL STATEMENTS

It was resolved that the financial statements for the period 1 July 2024 to 30 June 2025 be accepted as presented.

Secretarial Note: A clear audit report has been received with no concerns raised. The report has been placed on the Portal for owners to view.

MOTION CARRIED

4. PROPOSED ADMINISTRATIVE FUND BUDGET – ALL UNITS

It was resolved that the proposed Administrative Fund expenditure budget of \$126,700.00 excluding GST and levy contributions of \$105,700.00 excluding GST be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 15 September 2025, 1 December 2025, 1 March 2026 and 1 June 2026.

MOTION CARRIED

5. SINKING FUND FORECAST REPORT – ALL UNITS

It was resolved that the Owners Corporation adopts the updated Sinking Fund Forecast Report dated 5 December 2024.

MOTION CARRIED

6. PROPOSED SINKING FUND BUDGET- ALL UNITS

It was resolved that the proposed Sinking Fund expenditure budget of \$12,734.00 excluding GST and levy contributions of \$9,360.00 excluding GST be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 15 September 2025, 1 December 2025, 1 March 2026, and 1 June 2026.

Levies to be due as follows:

Period of Levy	Levy Due Date
01/09/25 to 30/11/25	15 September 2025
01/12/25 to 28/02/26	1 December 2025
01/03/26 to 31/05/26	1 March 2026
01/06/26 to 31/08/26	1 June 2026

MOTION CARRIED

7. PROPOSED BUDGET - HEATING FUND UNITS 1- 16

It was resolved by *special resolution* that the proposed Heating Fund expenditure budget of \$33,800.00 excluding GST and levy contributions of \$33,800.00 excluding GST be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 15 September 2025, 1 December 2025, 1 March 2026 and 1 June 2026.

MOTION CARRIED AS A SPECIAL RESOLUTION

8. SINKING FUND FORECAST REPORT - UNITS 1-8 BASED ON DECEMBER 2024 SFFR

It was resolved by *special resolution* that the Owners Corporation adopts the updated Sinking Fund Forecast Report dated 5 December 2024.

MOTION CARRIED AS A SPECIAL RESOLUTION

9. PROPOSED SINKING FUND BUDGET - UNITS 1-8 BASED ON DECEMBER 2024 SFFR

It was resolved by *special resolution* that the proposed Sinking Fund expenditure budget of \$9,734.00 excluding GST and levy contributions of \$51,641.00 excluding GST be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 15 September 2025, 1 December 2025, 1 March 2026 and 1 June 2025.

MOTION CARRIED AS A SPECIAL RESOLUTION

10. SINKING FUND FORECAST REPORT - UNITS 1-8 BASED ON JUNE 2025 SFFR

The motion that the Owners Corporation adopts the updated Sinking Fund Forecast Report dated 6 June 2025 **was withdrawn** as motion 8 was passed.

MOTION WITHDRAWN

11. PROPOSED SINKING FUND BUDGET - UNITS 1-8 BASED ON JUNE 2025 SFFR

The motion that the proposed Sinking Fund expenditure budget of \$152,880.00 excluding GST and levy contributions of \$114,123.00 excluding GST be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 15 September 2025, 1 December 2025, 1 March 2026 and 1 June 2026 **was withdrawn** as motion 9 was passed.

MOTION WITHDRAWN

12. SINKING FUND FORECAST REPORT - UNITS 9-16 BASED ON DECEMBER 2024

It was resolved by *special resolution* that the Owners Corporation adopts the updated Sinking Fund Forecast Report dated 5 December 2024.

MOTION CARRIED AS A SPECIAL RESOLUTION

13. PROPOSED SINKING FUND BUDGET - UNITS 9-16 BASED ON DECEMBER 2024

It was resolved by *special resolution* that the proposed Sinking Fund expenditure budget of \$9,734.00 excluding GST and levy contributions of \$51,464.00 excluding GST be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 15 September 2025, 1 December 2025, 1 March 2026 and 1 June 2026.

MOTION CARRIED AS A SPECIAL RESOLUTION

14. SINKING FUND FORECAST REPORT - UNITS 9-16 BASED ON JUNE 2025 SFFR

The motion that the Owners Corporation adopts the updated Sinking Fund Forecast Report dated 6 June 2025 **was withdrawn** as motion 12 was passed.

MOTION WITHDRAWN

15. PROPOSED SINKING FUND BUDGET - UNITS 9-16 BASED ON JUNE 2025 SFFR

The motion that the proposed Sinking Fund expenditure budget of \$152,880.00 excluding GST and levy contributions of \$112,073.00 excluding GST be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 15 September 2025, 1 December 2025, 1 March 2026 and 1 June 2026 **was withdrawn** as motion 13 was passed.

MOTION WITHDRAWN

16. SINKING FUND FORECAST REPORT - UNITS 17-37

It was resolved by *special resolution* that the Owners Corporation adopts the updated Sinking Fund Forecast Report dated 5 December 2024.

Secretarial Note: All owners present from Units 1 to 16 withdrew from the meeting and their votes were not counted in the voting. This motion received 7 votes in favour and 1 vote against, a total of 8 votes and was therefore carried as a special resolution.

MOTION CARRIED AS A SPECIAL RESOLUTION

17. PROPOSED SINKING FUND BUDGET - UNITS 17-37

It was resolved by *special resolution* that the proposed Sinking Fund expenditure budget of \$349,357.00 excluding GST and levy contributions of \$191,978.00 excluding GST be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 15 September 2025, 1 December 2025, 1 March 2026 and 1 June 2026.

Secretarial Note: All owners present from Units 1 to 16 withdrew from the meeting and their votes were not counted in the voting. This motion received 7 votes in favour and 1 vote against, a total of 8 votes and was therefore carried as a special resolution.

MOTION CARRIED AS A SPECIAL RESOLUTION

18. RULES OF THE OWNER CORPORATION -2.15

It was resolved by *special resolution* that the Owners Corporation agree to amend rule 2.15 by deleting the existing rule and adding the below rule 2.15 to the Registered Rules as rule no 2.15 (i) and (ii) and register with the Land Titles Office and applying the Common Seal to documents as required.

2.15. (i) Dog owners at Barton Court must keep their animals on the leash at all times in the common areas, including in the courtyard, the gardens, the strip of land behind the New Building and the grassed areas in front of the two Original Buildings. The use of these common areas as a toileting area for dogs is strictly prohibited and will not be tolerated. This includes both defecation, which is a health hazard, and urination, which is damaging the lawns. All residents should immediately report any incidents that contravene this Rule to our Strata Manager or to the Executive Committee so action can be taken.

2.15 (ii) Dog hair on carpets in the common areas must be cleaned immediately by the dog owner. If the owner fails to do so, additional cleaning will be arranged by the Executive Committee with the cost to be paid by the dog owner or failing that, by the unit owner.

MOTION CARRIED AS A SPECIAL RESOLUTION

19. PROPOSED STRATA MANAGEMENT AGREEMENT

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

MOTION CARRIED

20. ELECTION OF EXECUTIVE COMMITTEE

It was resolved by *special resolution* that the Owners Corporation agree to appoint the following owners to the Executive Committee until the next Annual General Meeting:

Mrs R Hollow, Mr C Nikolakopoulos, Mr M Neuhaus, Ms E Gould, Ms S Bernard, Mr T Tiers, Mr H McClure, Ms C Rainsford and Ms J McDonald.

MOTION CARRIED AS A SPECIAL RESOLUTION

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

Meeting closed at 7:28 PM

Unit Titles (Management) Act 2011

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions

A1 The Owners Units Plan No: 201

A2 Annual General Meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on:- 08/10/2024

Tick applicable box, or both boxes if applicable:

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

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

A3 Reduced Quorum Decisions

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

Date of decision

Full text of reduced quorum decision

12/08/2025

See Attached Minutes

A4 Owners Corporation Declaration

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

Date 13 August 2025

Signed: *Kripa Gosai*

Designation: Kripa Gosai for Units Plan No 201





Level 33, 101 Miller Street
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	46525
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	30/03/2025 to 30/03/2026 at 4:00pm
The Insured	THE OWNERS - UNITS PLAN NO.201
Situation	14 DARLING STREET BARTON ACT 2600
Additional description	14 DARLING STREET &&& 11 BOURKE STREET

Policies Selected

Policy 1 – Insured Property

Building: \$18,500,000

Common Area Contents: \$0

Loss of Rent & Temporary Accommodation (total payable): \$2,775,000

Policy 2 – Liability to Others

Sum Insured: \$20,000,000

Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured: \$100,000

Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Policy 6 – Machinery Breakdown

Not Selected

Policy 7 – Catastrophe Insurance

Sum Insured: \$5,550,000

Extended Cover - Loss of Rent & Temporary Accommodation: \$832,500

Escalation in Cost of Temporary Accommodation: \$277,500

Cost of Removal, Storage and Evacuation: \$277,500

Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000

Appeal expenses – common property health & safety breaches: \$100,000



Legal Defence Expenses: \$50,000

Policy 9 – Lot owners' fixtures and improvements (per lot)

Sum Insured: \$250,000

Flood Cover is included.

Date Printed

20/03/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.



ACT
PROPERTY
INSPECTIONS

25/14 Darling Street,
Barton ACT 2600

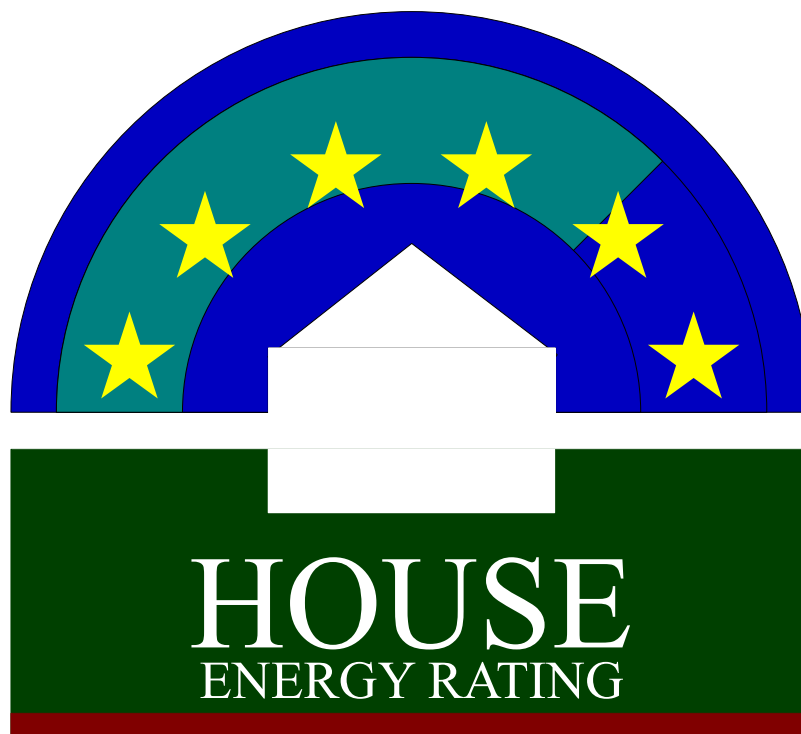
Report prepared: Thursday, September 25th 2025

Energy Efficiency Rating
Insurance Certificates
Tax Invoice

Energy Efficiency Report



FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★★☆☆☆ **4.5 STARS**
in Climate: 24 **SCORE: 0 POINTS**

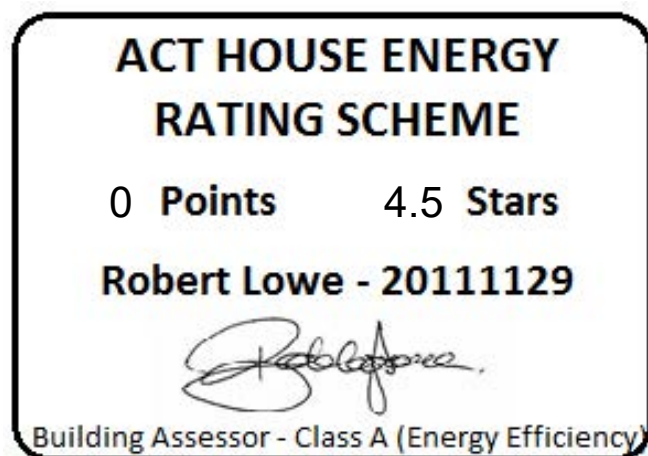
Name: Sekules

Ref No: 65535

House Title: Unit 25 Block 1 Section 23 BARTON

Date: 25-09-2025

Address: 25/14 Darling Street, Barton ACT 2600



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	0											
Potential	22											

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 frame to Aluminium-Thermally Broken	16
Change curtain to Curtain w/Pelmets	6

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	0	★★★★☆
-----------------------	----------	--------------

Largest windows in the dwelling;

Direction : WNW

Area : 10 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. West	2	★★★★☆
2. North West	2	★★★★☆
3. North	2	★★★★☆
4. North East	2	★★★★☆
5. East	-4	★★★★
6. South East	-5	★★★★
7. South	-2	★★★★☆
8. South West	0	★★★★☆

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 25 Block 1 Section 23 BARTON, 25/14 Darling Street, Barton ACT 2600

Assessor's Name:

Net Conditioned Floor Area: 77.9 m²

Net Conditioned Floor Area: 277.9 m²				Points			
Feature				Winter	Summer	Total	
CEILING				15	0	15	
Surface Area: 112		Insulation: -98					
WALL				-5	3	-2	
Surface Area: 7		Insulation: -18		Mass: 9			
FLOOR				12	0	12	
Surface Area: 0		Insulation: -2		Mass: 14			
AIR LEAKAGE (Percentage of score shown for each element)				9	0	9	
Fire Place 0 %		Vented Skylights 0 %					
Fixed Vents 0 %		Windows 46 %					
Exhaust Fans 15 %		Doors 5 %					
Down Lights 0 %		Gaps (around frames) 34 %					
DESIGN FEATURES				0	0	0	
Cross Ventilation 0							
ROOF GLAZING				0	0	0	
Winter Gain 0		Winter Loss 0					
WINDOWS				-44	-11	-56	
Window Direction	Area		Point Scores				
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total	
ENE	10	12%	-31	11	-3	-24	
WNW	10	13%	-33	13	-6	-26	
Total	20	25%	-64	24	-9	-56	
* 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 -14 points				Winter	Summer	Total	
RATING	★★★★☆		SCORE		-13	-8	0*

* includes 21 points from Area Adjustment

Detailed House Data

House Details

ClientName	Sekuless
HouseTitle	Unit 25 Block 1 Section 23 BARTON
StreetAddress	25/14 Darling Street, Barton ACT 2600
FileCreated	25-09-2025

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	Carp	R0.0	71.2m²
2	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R0.0	12.8m²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Cavity	No	R0.0	15.6m	2.4m
2	Brick Cavity	Yes	R0.0	28.0m	2.4m
3	Brick Cavity	No	R0.5	6.9m	2.4m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Flat - Suspended Slab	Yes	No	R0.0	84.0m²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	ENE	2.4m	4.0m	No	SG	ALSTD	HD	No	1.7m	1.7m	0.0m
2	WNW	1.5m	1.5m	No	SG	ALSTD	VE	No	0.0m	0.0m	0.0m
3	WNW	2.4m	3.2m	No	SG	ALSTD	HD	No	1.7m	1.7m	0.0m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
1	ENE	2.4m	4.0m	0.0m	0.0m	0.0m	0.0m	1.7m	0.0m	1.7m	0.0m
3	WNW	2.4m	3.2m	0.0m	0.0m	0.0m	0.0m	1.7m	0.0m	2.6m	0.0m

Zoning Details

Is there Cross Flow Ventilation ?	Average
-----------------------------------	---------

Air Leakage Details

Location	Suburban
Is there More than One Storey ?	No
Is the Entry open to the Living Area ?	No
Area of Heavyweight Mass	150m²
Area of Lightweight Mass	0m²

	Sealed	UnSealed
Chimneys	0	0

Vents	0	0
Fans	1	0
Downlights	0	0
Skylights	0	0
Utility Doors	0	0
External Doors	1	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



Pest Controllers Combined Liability Certificate of Currency

The Policy below is current until 4.00pm on the expiry date shown below

INSURED: ACT Property Inspections Pty Ltd

BUSINESS DESCRIPTION: General Pest & Weed Control
Timber Pest Inspections
Termite Barrier Installations
Pre-Purchase House Pest Inspections
Building Inspections (Non Pest Related)
Energy Efficiency Ratings
Compliance Reports

POLICY REFERENCE: 09A349653PLB

PERIOD OF INSURANCE: From: 4.00pm on 30/03/2025
To: 4.00pm on 30/03/2026

POLICY CLASS: Pest Controllers Combined Liability

SUMS INSURED: **Section 1: General Public & Products Liability**

\$20,000,000 Our maximum liability in respect of any claim or series of claims for Personal Injury, Property Damage or Advertising Liability caused by or arising out of any one occurrence; and

\$20,000,000 Our total aggregate liability during any one period of insurance for all claims arising out of Your Product

Section 2: Professional Indemnity

\$5,000,000 Our maximum liability in respect of any Claim or any series of Claims inclusive of costs and expenses.

\$10,000,000 Our total aggregate liability for all Claims inclusive of costs and expenses.

This Certificate of Currency is subject to the Policy Documentation to be read in conjunction with the Definitions, Conditions and Exclusions in the Pest Controllers Combined Liability Insurance Policy.

Date Issued: 28 March 2025



**ACT
PROPERTY
INSPECTIONS**

TAX INVOICE

Emma Sekules
25/14 Darling St
BARTON ACT 2600
AUSTRALIA

Invoice Date
22 Sep 2025

Invoice Number
INV-65535

ABN
33 600 397 466

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
Energy Efficiency Report	1.00	348.26	10%	348.26
ACTPLA - EER ESDD Lodgement Fee (no GST)	1.00	41.91	GST Free	41.91
Subtotal				390.17
TOTAL GST 10%				34.83
TOTAL AUD				425.00

Due Date: 2 Oct 2025

Payment Terms: 7 Day Account

Please pay within the payment terms to avoid an admin fee. Note: all bank/legal fees incurred in obtaining payment will be the customer's responsibility

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](#)