

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		45	4435	51	19	Kingston
		and known as 45/29 Dawes Street, Kingston ACT 2604				
Seller	Full name	Gregory Gilles De Chalain				
	ACN/ABN					
	Address	45 Upper Lancaster Road Ascot QLD 4007				
Seller Solicitor	Firm	Morris Legal Group Pty Limited ACN 627 383 313				
	Email	erin@morrislegalgroup.com.au				
	Phone	+61 1300 047 227		Ref Erin Taylor		
	DX/Address	Ground Floor, 1/59 Wentworth Avenue, Kingston ACT 2604				
Stakeholder	Name	Maloney's Property Trust Account				
Seller Agent	Firm	Maloney's Property				
	Ref	pmaloney@maloneys.com.au				
	Phone	+61 (02) 6232 0100		Ref Peter Maloney		
	DX/Address	The Griffin, Cnr Giles and Jardine St, 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 and				
Goods	Description	Fixed floor coverings, light fittings and window treatments as inspected.				
Date for Registration of Units Plan		Not Applicable				
Date for Completion		On or before 30 days from the Date of this Contract				
Electronic Transaction?		☐ No ☒ Yes, using Nominated ELN: PEXA				
Land Tax to be adjusted?		☒ No ☐ Yes				
Residential Withholding Tax	New residential premises?		☒ No		☐ Yes	
	Potential residential land?		☒ No		☐ Yes	
	Buyer required to make a withholding payment?		☒ No		☐ Yes (insert details on p.3)	
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?		☐ No		☐ Yes	
	Clearance Certificates attached for all the Sellers?		☒ No		☐ Yes	

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

Buyer	Full name					
	ACN/ABN					
	Address					
Buyer Solicitor	Firm					
	Email					
	Phone			Ref		
	DX/Address					
Price	Price			(GST inclusive unless otherwise specified)		
	Less deposit			(10% of Price)		
	Balance			☐ Deposit by Instalments (clause 52 applies)		
Date of this Contract						

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

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

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- ☐ Proposed plan
- ☐ Inclusions list

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

- ☐ Inclusions list
- ☐ Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- ☒ Tenancy Agreement
- ☐ No written Tenancy Agreement exists

Invoices

- ☐ Building and Compliance Inspection Report
- ☐ Pest Inspection Report

Asbestos

- ☒ Asbestos Advice
- ☐ Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	0% per annum
Interest rate if the defaulting party is the Buyer	10% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$550.00 (GST inclusive)

Tenancy Summary

Premises	45/29 Dawes Street, Kingston	Expiry date	17/10/2026
Tenant name	Callum Woods	Rent	\$1,090.00
Commencement date	18/10/2025	Rent review date	
Term	12 months	Rent review mechanism	

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

Name	Link Strata Management	Phone	+61 6260 3722
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 45 UP No. 4435
Block 51 Section 19 Kingston
45/29 Dawes Street

Maloney's Property

Cnr Giles and Jardine Streets,
Kingston, ACT 2604

P: 02 6232 0100

ABN: 18 075 955 636



Residential Tenancy Agreement

for

45/29 Dawes Street, KINGSTON ACT 2604



This agreement is between **Gregory Giles De Chalain**
and **Callum Woods**.

Lease Start Date: Sat 18/10/2025

Residential Tenancy Agreement

Australian Capital Territory Residential Tenancy Agreement (referred to as "this Agreement" or "the tenancy agreement")

- ITEM 1** Date of this Agreement: **Fri 26/09/2025**
- ITEM 2** Lessor **Gregory Giles De Chalain**
- ITEM 3** Lessor's Licensed Agent/ACN Number and address
MALONEY'S (CANBERRA'S PROPERTY SHOP T/A)
A.C.N 075 955 636 A.B.N 180 759 556 36
of "THE GRIFFIN" CNR JARDINE & GILES STREET, KINGSTON
Address for Termination Notices and all other Notices: maloneys@maloneys.com.au
- ITEM 4** Tenant(s) - **Callum Woods**
Address for Termination Notices and all other Notices: email address/addresses on file with Maloney's Property
- ITEM 5** The premises: **45/29 Dawes Street, KINGSTON ACT 2604**
- ITEM 6** Maximum Number of Persons Permitted is **1x Adult**
- ITEM 7** Fixed Term **12 months**
From the **Sat 18/10/2025** to the **Sat 17/10/2026**
- ITEM 8** Periodic Tenancy Commencing the day following the lease expiry date
- ITEM 9** Rent **\$1,090.00** per fortnight due and payable in advance commencing on the **Sat 18/10/2025**
- ITEM 10** Payment by **MePay**
- ITEM 11** Security Bond (amount not to exceed 4 weeks rent)
\$2,180 already lodged with the ACT Office of Rental Bonds
- ITEM 12** Tradesperson (Emergency):
Electrician – Alltradez Electrical 0403 643 500, Coloch Group 0412 006 962
Plumber & Gas Fitter – Drips & Drains 0418 480 324 or Results Plumbing 0488 668 835,
Glass replacement – Discount Glass 6253 1099,
Locksmiths - CLASS Locksmiths 02 6280 6611 or Night & Day Locksmiths 02 6290 1938
Airconditioning repair - ROC Mechanical Service 0419 806 588
- ITEM 13** The Premises are provided:
Unfurnished as stipulated in inventory and condition report
- ITEM 14** Fair Clause for Posted People (Clause 1)
The fair clause for posted people **does not apply**
- ITEM 15** Pet Clause (Clause 5)
The pet clause **does not apply**

- ITEM 16** Minimum Insulation Standards - The property **is exempt** with the minimum ceiling insulation standards.
- EXCLUSIONS** In accordance with prescribed term 53:
Smoking inside the premises is not allowed
- CARPET** Tenants are to have carpets professionally cleaned on vacating the premises and must provide a receipt upon return of the keys

Clause 1 Fair Clause for Posted People

1. The tenancy agreement may be terminated:
 - a. if the Lessor is posted to Canberra in the course of the Lessor's employment – by the Lessor giving the Tenant at least 8 weeks written notice; or
 - b. if the Tenant is posted away from Canberra in the course of the Tenant's employment – by the Tenant giving the Lessor at least 8 weeks written notice.
2. A notice under subclause (1) must be accompanied by evidence of the posting (for example, a letter from the employer of the lessor or tenant confirming the details of the posting).
3. The tenancy ends:
 - a. 8 weeks after that day a notice is received under Subclause (1); or
 - b. if a later date is stated in the notice – on the stated date.

Clause 2 Standard Residential Tenancy Terms

The attached Standard Residential Tenancy Terms apply to this Agreement.

Clause 3 Joint and Individual Liability

Where the Tenant consists of more than one person, the covenants and obligations to be observed and performed by the Tenant shall bind them jointly and each of them severally.

Clause 4 Termination before end of fixed term—fee for breaking lease

1. If the tenant ends a fixed term agreement before the end of the fixed term (other than for a reason provided for by the Residential Tenancies Act or the agreement), the tenant must pay a fee (a break fee) of the following amount:
 - a. if the fixed term is 3 years or less -
 - (i) if less than half of the fixed term has expired— 6 weeks rent; or
 - (ii) in any other case - 4 weeks rent;
 - b. if the fixed term is more than 3 years—the amount agreed between the lessor and tenant.
2. The lessor agrees that the compensation payable by the tenant for ending a fixed term agreement before exceeding the end of the fixed term is limited to the amount of the break fee specified in subclause (1).
3. However, the lessor and tenant agree that if, within the defined period after the tenant vacates the premises, the lessor enters into a residential tenancy agreement with a new tenant, the amount payable by the tenant is limited to—
 - (a) the amount of the break fee under subclause (1) less the amount of rent payable by the new tenant for the defined period; and
 - (b) if the tenant vacates the premises more than 4 weeks before the end of the fixed term—the lessor's reasonable costs (not the defined cost limit) of advertising the premises for lease and of giving a right to occupy the premises to another person.

Clause 5**Pet Clause**

Notwithstanding the provisions of clause 64 of the Prescribed Terms:-

1. Fair wear and tear does not include residual odours, claw marks, spraying, hair/fur, or any damage caused due to the keeping of the (pet) on the premises and the tenant accepts full responsibility to have it rectified at their own cost.
2. The tenant shall have the premises treated for fleas and vermin by a professional carpet cleaning company and must provide the receipt to the Agent at the time of vacating.
3. Notwithstanding the provisions of clause 70 of the Prescribed Terms:-The tenant will not allow the pet to disturb the quiet enjoyment of nearby residences
4. Notwithstanding the provisions of clauses 77 - 82 of the Prescribed Terms:- The tenant shall ensure that the pet is secured during any inspections covered by prescribed terms 77-82 and the tenant shall take full responsibility for the pet at all times.
5. The tenant may keep no other pet/s on the premises other than that which has been approved in writing by the lessor or their agent in the tenancy agreement

Tenant Acknowledgement

1. Callum Woods viewed and acknowledged at Sat, 27/09/2025 07:49 PM from device Mac OS X 10.13 Mac Firefox 115.0

Residential tenancies ACT 1997**SCHEDULE PRESCRIBED TERMS****Lessor and tenant must comply with terms of tenancy agreement**

1 (1) This tenancy agreement is made under the *Residential Tenancies Act 1997* (the Residential Tenancies Act).

(2) The lessor and the tenant may agree to add additional clauses to the tenancy agreement but they must not be inconsistent with, or modify, existing clauses (except if permitted by the Act).

2 By signing this tenancy agreement, the lessor and the tenant agree to be bound by its terms during the period of the tenancy it creates.

3 A party to this tenancy agreement cannot contract out of it or out of the provisions of the Residential Tenancies Act, except as provided in that Act.

4 A fixed term tenancy must be for the single period specified in the tenancy agreement.

5 A periodic tenancy includes a tenancy that is not specified to be for a fixed term, including such a tenancy which commences on the expiration of a fixed term tenancy.

6 A reference in this tenancy agreement to a notice to vacate and a notice of intention to vacate is taken to be a reference to a termination notice under the Residential Tenancies Act.

Costs and procedures for establishing tenancy agreement

7 The lessor bears the cost of preparation and execution of this tenancy agreement.

8 The tenant is responsible for any legal costs that the tenant incurs in relation to preparation and execution of this tenancy agreement.

9 The lessor must give a copy of the proposed tenancy agreement to the tenant before the commencement of the tenancy.

10 The tenancy agreement must be signed by the tenant and by the lessor (or by their authorised agents).

11 The lessor must give a copy of the tenancy agreement, signed by each party, to the tenant as soon as possible after it has been signed by each party, but no later than 3 weeks after the tenant has returned a signed copy.

12 If the lessor does not return the tenancy agreement to the tenant, as provided by clause 11, the tenancy agreement has full effect in the terms signed by the tenant on occupation of the premises or acceptance of rent.

Information

13 (1) The lessor must provide to the tenant a copy of an information booklet about residential tenancies authorised by the director-general before the commencement of this agreement.

(2) If it is not possible to provide the tenant with a booklet, the lessor must inform the tenant of the booklet and where it may be obtained.

(3) If the premises are a unit within the meaning of the Unit Titles Act 2001, the lessor must give the tenant a copy of the owners corporation's rules before the commencement of this agreement.

Bond and condition report Maximum bond

14 Payment of a bond is not necessary unless required by the lessor.

15 Only 1 bond is payable for the tenancy created by this tenancy agreement.

16 The amount of the bond must not exceed the amount of 4 weeks rent.

Lodgment of the bond with the Office of Rental Bonds

17 If the lessor requires a bond, the bond must be lodged with the Office of Rental Bonds.

18 Either party may lodge the bond with the Office of Rental Bonds.

If the lessor and tenant agree that the tenant is to lodge the bond

19 If the parties agree that the tenant is to lodge the bond, the following applies:

(a) the tenant, or the lessor on the tenant's behalf, must complete the bond lodgment form provided by the Office of Rental Bonds and lodge the form with the Office;

(b) the tenant must lodge the bond with the Office of Rental Bonds in the way permitted by the Office;

(c) the lessor may require lodgment of the bond before the lessor gives possession of the premises to the tenant and if this is the case, the tenant must be able to take possession of the premises and receive the keys to the premises as soon as the tenant provides the lessor with evidence of lodgment of the bond or the Office of Rental Bonds notifies the lessor that the bond was received by the Office.

If the lessor is to lodge the bond

20 If the lessor is to lodge the bond, the following applies:

(a) on receiving the bond, the lessor must give the tenant a receipt for the bond;

(b) the lessor must complete the bond lodgment form provided by the Office of Rental Bonds and lodge the form with the Office;

Note Under the Electronic Transactions Act 2001, s 8 (1), information required to be in writing may be given electronically in certain circumstances.

(c) the lessor must lodge the bond with the Office of Rental Bonds in the way permitted by the Office within—

(i) the later of 2 weeks after receiving the bond and the commencement of the tenancy; or

(ii) if the lessor's real estate agent lodges the bond—the later of 4 weeks after receiving the bond and the commencement of the tenancy.

Condition Report

21 (1) Within 1 day of the tenant taking possession of the premises, the lessor must give 2 copies of a condition report completed by the lessor to the tenant.

(2) The condition report must be on, or to the effect of, the condition report form published by the Territory.

22 (1) The tenant must examine the report and indicate on the report the tenant's agreement or disagreement with the items.

(2) Within 2 weeks after the day the tenant receives the report, the tenant must return 1 copy of the report to the lessor, signed by the tenant and indicating the tenant's agreement or disagreement with the report or parts of the report.

22A However, for a consecutive tenancy agreement, the lessor and tenant need not comply with clause 21 and clause 22 if an original condition report or subsequent condition report exists for the premises (the

meanings of consecutive tenancy agreement, original condition report and subsequent condition report are set out in the Residential Tenancies Act).

23 (1) The lessor must keep the condition report for a period of not less than 1 year after the end of the tenancy.

(2) However, if a condition report is not completed because of clause 22A, the lessor must keep the original condition report, and any subsequent condition report, for a period of not less than 12 months after the end of the consecutive tenancy agreement.

End of tenancy—inspection and condition report

23A (1) At the end of the tenancy, an inspection of the premises must be carried out in the presence of the lessor and tenant.

(2) A condition report based on the inspection must be completed in the presence of, and signed by, the lessor and tenant.

(3) A party may complete and sign a condition report in the absence of the other party if the party has given the other party a reasonable opportunity to be present when the report is completed and signed.

(4) However, for a consecutive tenancy agreement, the lessor and tenant need not comply with subclauses (1) to (3) if an original condition report or subsequent condition report exists for the premises (the meanings of consecutive tenancy agreement, original condition report and subsequent condition report are set out in the Residential Tenancies Act).

Rent and other charges

Rent and bond only as payment for the tenancy

24 The lessor must not require any payment other than rent or bond for the following:

- (a) the granting, extension, transfer or renewal of a tenancy or subtenancy;
- (aa) consenting to—
 - (i) a person becoming a co-tenant; or
 - (ii) a co-tenant stopping being a party to the tenancy agreement;
- (b) vacating of premises;
- (c) obtaining a key to the premises;
- (d) information on the availability of tenancies.

Holding deposits

25 The Residential Tenancies Act prohibits the taking of holding deposits.

Payment of rent

- 26 (1) The tenant must pay the rent on time.
- (2) The tenant must not use the bond money to pay the rent for the last weeks of the tenancy.
- (3) The tenant and the lessor may agree to change the way rent is paid (including, for example, where the rent is paid or whether it is to be paid into a nominated bank account or whether it is to be paid in person).
- (4) The tenant and lessor may agree that rent is to be paid electronically.

27 The lessor must not require the tenant to pay rent by postdated cheque.

Maximum rent in advance

28 The lessor must not require an amount of rent paid in advance greater than 2 weeks or a longer period nominated by the tenant.

Rent receipts

29 If rent is paid in person to the lessor or a real estate agent, a receipt must be given at that time.

30 In other circumstances where rent is paid to the lessor, a receipt must be provided or sent by post within 1 week of its receipt.

31 (1) A receipt for payment of rent must specify the amount paid.

(2) A receipt should specify the following:

- (a) the date of payment;
- (b) the period in relation to which the payment is made;
- (c) the premises in relation to which the payment is made;
- (d) whether the payment is for bond or rent.

(3) If these particulars are not included in the receipt, the lessor must provide this information to the tenant within 4 weeks of a request by the tenant.

32 A receipt is not required if the rent is paid by the tenant directly into an account nominated by the lessor or real estate agent.

Rent records

33 (1) The lessor must keep, or cause to be kept, records of the payment of rent.

(2) Those records must be retained for a period of not less than 12 months after the end of the tenancy.

Increase in rent

34 (1) The amount of rent under a residential tenancy agreement must not vary from period to period, except as provided by the Residential Tenancies Act.

(2) Also, the amount of rent under a proposed or existing consecutive tenancy agreement must not vary from the amount of rent under a terminating or terminated residential tenancy agreement, except as

provided by the Residential Tenancies Act (the meaning of consecutive tenancy agreement is set out in the Residential Tenancies Act).

35 (1) The rent must not be increased at intervals of less than 12 months from either the beginning of the tenancy agreement for the first increase, or after that, from the date the last increase took effect.

(2) However, for a consecutive tenancy agreement, the rent must not be increased at intervals of less than 12 months from the date the last increase took effect, whether under the consecutive tenancy agreement

or a terminated residential tenancy agreement (the meaning of consecutive tenancy agreement is set out in the Residential Tenancies Act).

36 (1) This clause applies if the housing commissioner—

(a) is the lessor under this tenancy agreement; and

(b) has decided to increase the rent after a review of rent under the Housing Assistance Act 2007, section 23.

(2) Despite clause 35, the housing commissioner may increase the rent.

(3) However, if a previous review of rent has been undertaken, the increase under subclause (2) must not take effect earlier than 12 months after the date the last rent increase for the premises took effect.

37 The restrictions on the amount and frequency of rental rate increases apply provided the identity of at least 1 of the tenants who occupy the premises remains the same as at the time of the last increase (the

meaning of rental rate increase is set out in the Residential Tenancies Act).

Review of excessive rent increases

38 (1) The lessor must give the tenant 8 weeks written notice of an intended:

(a) increase in the rent under a residential tenancy agreement (including an existing consecutive tenancy agreement); or

(b) increase in the rent that will take effect under a proposed consecutive tenancy agreement.

(2) The notice to the tenant must include the date when the increase is proposed to take effect, the amount of the proposed increase, whether the amount of the increase is more than the prescribed amount, and

that ACAT's prior approval must be obtained for an increase that is more than the prescribed amount if the tenant does not agree to the increase.

39 (1) The tenant may apply in writing to the tribunal for review of an excessive increase in rent (time limits for applying and the meaning of excessive is set out in the Residential Tenancies Act).

(2) On such application being made, no increase in rent is payable until so ordered by the tribunal.

40 If the tenant remains in occupation of the premises without applying to the tribunal for review, the increase in rent takes effect from the date specified in the notice.

41 (1) If the tenant wishes to vacate the premises before the increase takes effect, the tenant must give 3 weeks notice to the lessor.

(2) However, for an increase in the rent that will take effect under a proposed consecutive tenancy agreement, the tenant may terminate the existing tenancy under clause 88 (for a periodic tenancy) or clause 89

(for a fixed term tenancy).

Lessor's costs

42 The lessor is responsible for the cost of the following:

(a) rates and taxes relating to the premises;

(b) services for which the lessor agrees to be responsible;

(c) services for which there is not a separate metering device so that amounts consumed during the period of the tenancy cannot be accurately decided;

(d) all services up to the time of measurement or reading at the beginning of the tenancy;

(e) all services after reading or measurement at the end of the tenancy providing the tenant has not made any use of the service after the reading.

43 (1) The lessor must pay for any physical installation of services (eg water, electricity, gas, telephone line).

(2) The tenant is responsible for the connection of all services that will be supplied in the tenant's name.

44 The lessor must pay the annual supply charge associated with the supply of water or sewerage.

45 If the premises are a unit under the Unit Titles Act 2001, the lessor is responsible for all owners corporation charges.

Tenant's costs

46 The tenant is responsible for all charges associated with the consumption of services supplied to the premises, including electricity, gas, water and telephone.

47 The tenant is not required by the lessor to connect or continue a telephone service.

Reading of metered services

48 (1) The lessor is responsible for undertaking or arranging all readings or measurement of services, other than those that are connected in the name of the tenant.

(2) The lessor must provide the tenant with an opportunity to verify readings and measurements.

49 If the lessor does not arrange reading or measurement of a service connected in the name of the lessor by the day after the date of expiry of notice to vacate given in accordance with this tenancy agreement

or the Residential Tenancies Act, the lessor is be responsible for payment of the unread or unmeasured service after the date of the last reading or measurement.

50 (1) If the tenant vacates the premises without giving notice before departure, the lessor must arrange a reading or measurement of services connected in the lessor's name within a reasonable

time of the lessor

becoming aware of the departure of the tenant.

(2) The tenant is responsible for payment of services to the date of that reading or measurement.

Tenant's use of the premises without interference

51 The lessor guarantees that there is no legal impediment to the use of the premises for residential purposes by the tenant.

52 The lessor must not cause or permit any interference with the reasonable peace, comfort or privacy of the tenant in the use by the tenant of the premises.

53 Unless otherwise agreed in writing, the tenant has exclusive possession of the premises, as described in the agreement, from the date of commencement of the tenancy agreement provided for in the agreement.

Lessor to install and maintain smoke alarms Lessor to install and maintain smoke alarms

53A (1) The lessor must install and maintain smoke alarms in the premises.

(2) The installation of the smoke alarms must comply with the requirements prescribed by regulation for the Residential Tenancies Act, section 11B.

Lessor to provide premises in a reasonable state at the start of the tenancy

54 (1) At the start of the tenancy, the lessor must ensure that the premises, including furniture, fittings and appliances (unless excluded from the tenancy agreement), are—

- (a) fit for habitation; and
- (b) reasonably clean; and
- (c) in a reasonable state of repair; and
- (d) reasonably secure.

(2) An exclusion must be in writing and may, but need not, be included in the tenancy agreement (if in writing).

(3) The lessor or the tenant may change locks (at their own cost unless otherwise agreed) with the agreement of the other party (which will not be unreasonably withheld).

(4) The lessor or the tenant may change locks (at their own cost) in an emergency without the agreement of the other party.

(5) If the tenant, or a person living at the premises, is a protected person in relation to an interim or final order made under the Family Violence Act 2016 or the Personal Violence Act 2016, the tenant or person

may change locks (at their own cost) without the agreement of the other party.

(6) If a lock is changed, a copy of the key to the changed lock must be provided to the other party as soon as possible unless doing so would affect the safety of a protected person.

necessary to

require the owners corporation to make the repairs as quickly as possible.

Urgent repairs

59 The tenant must notify the lessor (or the lessor's nominee) of the need for urgent repairs as soon as practicable, and the lessor must, subject to clause 82, carry out those repairs as soon as necessary, having

regard to the nature of the problem.

60 The following are urgent repairs in relation to the premises, or services or fixtures supplied by the lessor:

- (a) a burst water service;
- (b) a blocked or broken lavatory system;
- (c) a serious roof leak;
- (d) a gas leak;
- (e) a dangerous electrical fault;
- (f) flooding or serious flood damage;
- (g) serious storm or fire damage;
- (h) a failure of gas, electricity or water supply to the premises;
- (i) the failure of a refrigerator supplied with the premises;
- (j) a failure or breakdown of any service on the premises essential for hot water, cooking, heating, cooling or laundering;
- (k) a fault or damage that causes the residential premises to be unsafe or insecure;
- (l) a fault or damage likely to cause injury to person or property;
- (m) a serious fault in any door, staircase, lift or other common area that inhibits or unduly inconveniences the tenant in gaining access to and use of the premises.

Tenant may authorise urgent repairs in certain circumstances

61 If the lessor (or the lessor's nominee) cannot be contacted, or fails to effect the urgent repairs within a reasonable time, the tenant may arrange for

Lessor to make repairs

55 (1) The lessor must maintain the premises in a reasonable state of repair having regard to their condition at the commencement of the tenancy agreement.

(2) The tenant must notify the lessor of any need for repairs.

(3) This section does not require the tenant to notify the lessor about anything that an ordinary tenant would reasonably be expected to do, for example, changing a light globe or a fuse.

56 The lessor is not obliged to repair damage caused by the negligence or wilful act of the tenant.

57 Subject to clause 55, the lessor must make repairs, other than urgent repairs, within 4 weeks of being notified of the need for the repairs (unless otherwise agreed).

Repairs in unit title premises

58 If the premises are a unit under the Unit Titles Act 2001, and the tenant's use and enjoyment of the premises reasonably requires repairs to the common property, the lessor must take all steps

urgent repairs to be effected to a maximum value of up to 5%

of the rent of the property over a year.

62 The following procedures apply to urgent repairs arranged by the tenant:

(a) the repairs arranged by the tenant must be made by the qualified tradesperson nominated by the lessor in the tenancy agreement;

(b) if the lessor has not nominated a tradesperson, or the nominated tradesperson cannot be contacted or is otherwise unavailable—the repairs must be performed by a qualified tradesperson of the tenant's

choosing;

(c) if the repairs are arranged by the tenant in accordance with these procedures—the lessor is liable for the cost of repairs and the tradesperson may bill the lessor direct;

(d) if the tenant does not act in strict compliance with this clause—the tenant is personally liable for the cost of any urgent repairs arranged by the tenant.

Premises must comply with minimum housing standards

62A The lessor must ensure the premises comply with the minimum housing standards applying to the premises.

Note A regulation may prescribe minimum housing standards for premises, including in relation to physical accessibility, energy efficiency, safety and security, sanitation or amenity (see Residential Tenancies

Act, s 19A (1)).

Tenant to look after the premises

The tenant must take reasonable care of the premises and keep the premises reasonably clean

63 During the tenancy, the tenant must—

(a) not intentionally or negligently damage the premises or permit such damage; and

(b) notify the lessor of any damage as soon as possible; and

(c) take reasonable care of the premises and their contents, and keep them reasonably clean, having regard to their condition at the time of the commencement of the tenancy and the normal

incidents of living.

63A The tenant must replace the battery in a smoke alarm installed in the premises whenever necessary.

64 The tenant must leave the premises—

(a) in substantially the same state of cleanliness, removing all the tenant's belongings and any other goods brought onto the premises during the duration of the tenancy agreement; and

(b) in substantially the same condition as the premises were in at the commencement of the tenancy agreement, fair wear and tear excepted.

65 The lessor must not require the tenant to make alterations, improvements or renovations to the premises

Tenant of unit to comply with owners corporation's rules

66 (1) If the premises are a unit under the Unit Titles Act 2001—

(a) the tenant must comply with the owners corporation's rules and with any notice served in accordance with the rules; but

(b) need not comply with the rules to the extent that they are inconsistent with the standard residential tenancy terms in this agreement.

(2) However, if the owners corporation's rules include a rule about keeping animals in the unit, the tenant must comply with the rule.

Tenant must make no alterations and must not add any fixtures or fittings without the consent of lessor

67 (1) The tenant must not, without the lessor's written consent, make any renovation, alteration or addition to the premises (time limits for the lessor to refuse consent to special modifications are set out in the

Residential Tenancies Act).

(2) The lessor may give consent subject to a reasonable condition, including a requirement that the tenant use a suitably qualified tradesperson to undertake—

(a) the renovation, alteration, or addition; and

(b) any restoration at the end of the tenancy.

(3) Unless otherwise agreed, the tenant is liable for the cost of any renovation, alteration or addition to the premises.

(4) Unless otherwise agreed, at the end of the tenancy the tenant is responsible for restoring the premises to substantially the same condition as the premises were in at the commencement of the residential

tenancy agreement, fair wear and tear excepted.

(5) The lessor and tenant may agree that any renovation, alteration or addition to the premises remains in place at the end of the residential tenancy agreement.

68 (1) The tenant must not add any fixtures or fittings to the premises without the consent of the lessor.

(2) The lessor's consent must not be unreasonably withheld.

(3) The tenant must make good any damage to the premises on removal of any fixtures and fittings.

(4) Any fixtures or fittings not removed by the tenant before the tenant leaves the premises becomes the property of the lessor.

Tenant must not use the premises for illegal purposes and must not disturb the neighbours

69 Unless otherwise agreed in writing, the tenant must only use the premises for residential purposes.

70 The tenant must not:

(a) use the premises, or permit them to be used, for an illegal purpose; or

Note The ACAT must not make a termination and possession order for a breach of this term unless satisfied of certain matters (see Residential Tenancies Act, s 48 (3) and (4)).

(b) cause or permit nuisance; or

(c) interfere, or permit interference, with the quiet enjoyment of the occupiers of nearby premises.

71 The tenant must not leave the premises vacant for more than 3 weeks without notifying the lessor.

Tenant must not sell, dispose of, or sublet tenancy without consent of lessor

72 (1) The tenant must not assign or sublet the premises or any part of them without the written consent of the lessor.

(2) Consent may be given at any time.

(3) No rights in relation to the premises may be created in any third party before consent is obtained from the lessor.

Co-tenant may leave tenancy agreement

72A (1) A co-tenant may stop being a party to the tenancy agreement—

(a) with the consent of the lessor and each remaining co-tenant under the agreement; or

(b) by order of the tribunal under the Residential Tenancies Act, section 35G (1) (a) or (d).

(2) The co-tenant must seek the consent of the lessor and each remaining co-tenant—

(a) by notice in writing; and

(b) at least 21 days before the day the co-tenant intends to stop being a party to the tenancy agreement (time limits for the lessor or each remaining co-tenant to refuse consent are set out in the Residential Tenancies Act).

(3) If consent is given to the co-tenant to stop being a party to the tenancy agreement—

(a) the agreement continues between the lessor and the remaining co-tenants; and

(b) the tenant's rights and obligations under the agreement end.

Becoming a new co-tenant to existing tenancy agreement

72B (1) Another person may become a co-tenant under the tenancy agreement—

(a) with the consent of the lessor and each other co-tenant; or

(b) under the Residential Tenancies Act, section 35D.

(2) An existing tenant must seek the consent of the lessor and any other co-tenant—

(a) by notice in writing; and

(b) at least 14 days before the day the person wants to become a co-tenant (time limits for the lessor or each other co-tenant to refuse consent are set out in the Residential Tenancies Act).

(3) If the person becomes a co-tenant—

(a) the agreement continues with the person becoming a co-tenant with the existing co-tenants; and

(b) the existing co-tenants must give the person a copy of the condition report for the premises not later than the day after the person becomes a co-tenant.

(4) This clause does not apply to a tenancy agreement in relation to a social housing dwelling or crisis accommodation.

Tenant may be responsible for damage or other breach of tenancy agreement by visitors or guests

73 The tenant is personally responsible for the actions or omissions of visitors, guests or other people on the premises if:

(a) the action or omission would if performed by the tenant have constituted a breach of this tenancy agreement; and

(b) the person is on the premises with the permission of the tenant.

74 The tenant is not personally responsible for the actions or omissions of a person who is on the premises:

(a) at the request of the lessor; or

(b) to assist the lessor perform any of the duties of the lessor under this tenancy agreement (whether at the request of the lessor or the tenant); or

(c) without the consent of the tenant.

Keeping animals on premises

74A (1) The tenant may keep an animal, or allow an animal to be kept, on the premises.

(2) The residential tenancy agreement may require the tenant to obtain the lessor's prior written consent to keep an animal, or allow an animal to be kept, on the premises (time limits for the lessor to refuse

consent are set out in the Residential Tenancies Act).

74B The tenant is responsible for any repairs or additional maintenance to the premises required as a consequence of keeping an animal on the premises.

Lessor's access to premises

Lessor cannot enter premises except as provided in tenancy agreement

75 (1) The lessor must not require access to the premises during the tenancy except as provided by the law, this tenancy agreement, the Residential Tenancies Act, or an order of the tribunal.

(2) The tenant may permit access to the premises by the lessor at any time.

(3) If requested, the lessor or the lessor's agent must provide identification to the tenant.

76 The lessor must not have access to the premises—

(a) on Sundays; or

(b) on public holidays; or

(c) before 8 am and after 6 pm;

other than—

(d) for the purpose of carrying out urgent repairs or for health or safety reasons in relation to the premises; or

(e) with the consent of the tenant.

Access in accordance with tenancy agreement**Routine inspections**

77 The lessor may inspect the premises twice in each period of 12 months following the commencement of the tenancy.

78 In addition to the inspections provided for in the previous clause, the lessor may make an inspection of the premises—

(a) within 1 month of the commencement of the tenancy; and

(b) in the last month of the tenancy.

79 (1) The lessor must give the tenant 1 week written notice of an inspection.

(2) The inspection must take place at a time agreed between the parties with reasonable regard to the work and other commitments both of the tenant and of the lessor (or their agents).

(3) If the parties are unable to agree on an appropriate time, the lessor or the tenant may apply to the tribunal for an order permitting access at a specified time.

Access for purchasers and new tenants

80 The tenant must permit reasonable access to the premises during the period of 3 weeks before the end of the tenancy, on the lessor giving 24 hours notice, to allow inspection of the premises by prospective tenants.

81 The tenant must permit reasonable access to the premises, on the lessor giving 48 hours notice, to allow inspection of the premises by prospective purchasers of the premises, but only if—

(a) the lessor intends to sell the premises; and

(b) the lessor has previously notified the tenant in writing of the lessor's intention to sell.

81A (1) The tenant must not unreasonably refuse an inspection of the premises by a prospective purchaser.

(2) However, a tenant is not required to agree to more than 2 inspections a week.

(3) The inspection must take place at a time agreed between the parties with reasonable regard to the work and other commitments both of the tenant and of the lessor (or their agents).

(4) If the parties are unable to agree on an appropriate time, the lessor or the tenant may apply to the tribunal for an order permitting access at a stated time.

Access for making or inspecting repairs

82 (1) On giving the tenant 1 week's notice (or such other agreed period), the lessor may enter the premises at a reasonable time, taking into account the interests of the tenant and the lessor, for the purpose of —

(a) making or inspecting repairs; or

(b) inspecting the premises to ensure the premises comply with the minimum housing standards; or

(c) undertaking work, or inspecting work undertaken, to ensure the premises comply with the minimum housing standards.

(1A) However, the lessor must only enter premises for the purpose of an inspection, making repairs or undertaking work (the activity) if, taking into account the nature of the activity, it is reasonable and necessary to

do so.

(2) For urgent repairs, the lessor must give reasonable notice and enter the premises at a reasonable time having regard to the interests of the tenant and the lessor.

Notice to vacate by lessor

83 A notice to vacate must be in writing, in the form required by the Residential Tenancies Act, and must include the following information:

(a) the address of the premises;

(b) the ground(s) on which the notice is issued, together with sufficient particulars to identify the circumstances giving rise to the ground(s);

(c) that the lessor requires the tenant to vacate the premises by the expiry of the required notice period and that the tenancy ends on the day that the tenant vacates the premises.

Notice of intention to vacate by tenant

84 (1) If the tenant serves a notice of intention to vacate and vacates the premises on or before the date stated in the notice, the tenancy terminates on the date stated in the notice.

(2) On receiving a notice of intention to vacate, the lessor may—

(a) accept the notice and accept that the tenancy ends on the date stated in the notice; or

(b) apply to the tribunal for confirmation of the tenancy agreement, an order for compensation or both.

85 (1) The notice of intention to vacate must be in writing, in the form required by the Residential Tenancies Act, and must include the following information:

(a) the address of the premises;

(b) the ground(s) on which the notice is issued, together with sufficient particulars to identify the circumstances giving rise to the ground(s);

(c) the date the tenant intends to terminate the tenancy.

(2) If the tenant vacates the premises on or before the date stated in the notice, the tenancy terminates on the date stated in the notice.

(3) However, if the tenant does not vacate the premises on or before the date stated in the notice, the notice is taken to be withdrawn and the tenancy continues.

Termination where premises are not fit for habitation

86 (1) The lessor or the tenant may, by written notice, terminate the tenancy on a date specified in the notice on the following grounds:

(a) the premises are not fit for habitation;

(b) the premises are not available or will not be available because of Government action within a period of 4 weeks of the date that notice is given.

(2) However, a lessor or tenant must not terminate the tenancy under subclause (1) only because the lessor has failed to comply with the

minimum housing standards applying to the premises.

Note A tenant may apply to the ACAT to terminate the tenancy if the lessor fails to comply with the minimum housing standards (see Residential Tenancies Act, s 46AA).

87 (1) In either case the lessor must give not less than 1 week's notice of termination of the tenancy, and the rent abates from the date that the premises are uninhabitable.

(2) The tenant may give 2 days notice of termination of the tenancy.

(3) If neither the lessor nor the tenant give notice of termination of the tenancy, the rent abates for the period that the premises are unable to be used for habitation, but the tenancy resumes when they are able to

be used again.

Termination of tenancy by tenant**Termination on or after end of fixed term**

88 (1) The tenant may give notice to terminate a periodic tenancy by giving the lessor not less than 3 weeks notice of the date when the tenant intends to vacate the premises.

(2) The tenancy ends on the date specified by the tenant.

89 (1) The tenant may give notice to terminate a fixed term tenancy at or after the end of the tenancy by giving 3 weeks notice of the date when the tenant intends to vacate the premises.

(2) The tenancy ends on the date specified by the tenant.

Termination before end of fixed term—fee for breaking lease

89A (1) If a tenant ends a fixed term agreement before the end of the fixed term (other than for a reason provided for by the Residential Tenancies Act or the agreement), the lessor may require the tenant to pay a fee

(a break fee) of the following amount:

(a) if the fixed term is 3 years or less—

(i) if less than half of the fixed term has expired—6 weeks rent; or

(ii) in any other case—4 weeks rent;

(b) if the fixed term is more than 3 years—the amount agreed between the lessor and tenant.

(2) If the lessor requires the tenant to pay the break fee, the lessor agrees to take reasonable steps to find a new tenant for the premises.

(3) The lessor agrees that the compensation payable by the tenant for ending a fixed term agreement before the end of the fixed term—

(a) is limited to the amount of the break fee specified in subclause (1); and

(b) is not payable until the defined period after the tenant vacates the premises has ended.

(4) However, the lessor and tenant agree that if, within the defined period after the tenant vacates the premises, the lessor enters into a residential tenancy agreement with a new tenant, the amount payable by the

tenant is limited to—

(a) the amount of the break fee under subclause (1) less the amount of rent payable by the new tenant for the defined period; and

(b) if the tenant vacates the premises more than 4 weeks before the end of the fixed term—the lessor's reasonable costs (not exceeding the defined cost limit) of advertising the premises for lease and of

giving a right to occupy the premises to another person.

(5) This clause does not apply to a residential tenancy agreement ended by the tenant under any of the following provisions of the Residential Tenancies Act:

(a) section 46A (Termination of agreement for aged care or social housing needs);

(b) section 46B (Termination of fixed term agreement if premises for sale);

(c) section 46D (Termination for family violence);

(d) section 46G (Co-tenancies—effect of serving family violence termination notice);

(e) section 64AA (Termination—affected residential premises);

(f) section 64AB (Termination—eligible impacted property).

(6) In this clause:

defined cost limit means—

(a) if at least half of the fixed term has expired—an amount equal to 2/3 of 1 week's rent; or

(b) if less than half of the fixed term has expired—an amount equal to 1 week's rent.

defined period means—

(a) if subclause (1) (a) (i) applies—6 weeks; or

(b) if subclause (1) (a) (ii) applies—4 weeks; or

(c) if subclause (1) (b) applies—N weeks.

N is the number worked out as follows:

break fee

weekly rent payable at the time the tenant ends the agreement

Termination for breach by lessor

90 If the lessor breaches the tenancy agreement, and the tenant wishes to terminate the tenancy agreement, the tenant may either—

(a) apply to the tribunal for an order terminating the tenancy; or

(b) give the lessor written notice of intention to terminate the tenancy, in accordance with clause 91.

91 If the tenant decides to proceed by way of notice to the lessor, the following procedures apply:

(a) the tenant must give the lessor a written notice that the lessor has 2 weeks to remedy the breach if the breach is capable of remedy;

(b) if the lessor remedies the breach within that 14-day period—the tenancy continues;

(c) if the lessor does not remedy the breach within the time specified in the notice, or if the breach is not capable of remedy—the tenant must give 2 weeks notice of intention to vacate;

(d) the tenancy agreement terminates on the date specified by the tenant; vacate;

(e) rent is payable to the date specified in the notice or to the date that the tenant vacates the premises, whichever is the later;

(f) if the lessor remedies the breach during the period of the notice of intention to vacate—the tenant, at the tenant's option, may withdraw the notice or may terminate the tenancy agreement on the date

specified in the notice by vacating the premises on that date.

Termination of tenancy by lessor

Termination for failure to pay rent

92 The tribunal may order the termination of the tenancy and eviction of the tenant on the ground of nonpayment of rent in the following circumstances:

(a) rent has been unpaid for 1 week. The first day of this period concludes at midnight on the day when the unpaid rent was due;

(b) the lessor has served a notice to remedy on the tenant for the failure to pay the rent, being a notice—

(i) served not earlier than 1 week after the day when the rent was due; and

(ii) containing a statement that if the tenant pays the rent outstanding to the date of payment within 7 days of the date of service of the notice to remedy, no further action must be taken and the tenancy

continues;

(c) if all rent is not paid within 1 week of the date of service of the notice to remedy—the lessor may then serve a notice to vacate on the tenant requiring the tenant to vacate the premises within 2 weeks of

service of the notice to vacate;

(d) no earlier than the date when the notice to vacate is served, the lessor may apply to the tribunal for an order terminating the tenancy and evicting the tenant;

(e) the tribunal hearing of the application to terminate and evict must not be earlier than the end of the period specified in the notice to

(f) during any tenancy in which the lessor has previously issued 2 notices to remedy, the lessor may serve a notice to vacate 1 week after the day when the rent has fallen due without serving a notice to

remedy.

Termination of tenancy for breach other than nonpayment of rent

93 The tribunal may order the termination of the tenancy and eviction of the tenant on the ground of breach of the tenancy agreement in the following circumstances:

(a) the lessor must serve a written notice requiring the tenant within 2 weeks after the day of service to remedy the breach if it is capable of remedy;

(b) if the breach is not remedied within 2 weeks after the day of service or if the breach is not capable of remedy—the lessor must give a notice to vacate the premises within 2 weeks after the date of service

of the notice to vacate;

(c) if the tenant does not vacate the premises within the period of 2 weeks after the date of service of a notice to vacate—the lessor may apply to the tribunal for an order terminating the tenancy and for the

eviction of the tenant;

(d) if the tenant breaches the terms of the tenancy on 3 occasions on any ground—on the 3rd occasion the lessor may serve a notice to vacate and need not give the tenant 2 weeks to remedy the breach.

Termination of periodic tenancy

96 (1) For a periodic tenancy, the lessor may give the tenant—

(a) if the lessor genuinely intends to live in the premises—8 weeks notice to vacate; or

(b) if the lessor genuinely believes the lessor's immediate relative intends to live in the premises—8 weeks notice to vacate; or

(c) if the lessor genuinely believes an interested person intends to live in the premises—8 weeks notice to vacate; or

(d) if the lessor genuinely intends to sell the premises—8 weeks notice to vacate; or

(e) if the lessor genuinely intends to reconstruct, renovate or make major repairs to the premises and the reconstruction, renovation or repairs cannot reasonably be carried out with the tenant living in the

premises—12 weeks notice to vacate; or

(f) if the lessor genuinely requires the premises for a lawful use other than as a home—26 weeks notice to vacate.

(2) A notice to vacate under this clause must be accompanied by written evidence supporting the lessor's reason for the notice.

Examples—written evidence

statutory declaration, development application, quotes from a tradesperson for renovations, notice of decision from the housing commissioner

(3) In this clause:

immediate relative, of the lessor, means a son, daughter, son-in-law, daughter-in-law, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law or sister-in-law.

interested person, for a lessor, means a person who is not an immediate relative of the lessor but who has a close family or personal relationship with the lessor and who has a reasonable expectation arising

from that relationship that the lessor would provide accommodation for the person.

97 (1) If a tenant is required to vacate the premises in accordance with clause 96, the tenant may vacate the premises at any time during the 2 weeks before the date specified in the notice to vacate provided the

tenant gives the lessor 4 days notice of intention to vacate.

(2) In this case, the tenancy terminates on the date that the tenant vacates the premises.

Notices of address for service

98 (1) At the commencement of the tenancy, the lessor and the tenant must each give -

(a) an address for service of termination notices; and

(b) an address for service of other notices.

(2) If a person's address for service changes during the tenancy, the person must tell the other party about the new address within 2 weeks of the change.

99 On vacating the premises, the tenant must advise the lessor of a forwarding address.

100 If 2 or more people share a tenancy, except where this agreement otherwise provides, they do so as co-tenants.

Tenant Acknowledgement

1. Callum Woods viewed and acknowledged at Sat, 27/09/2025 07:49 PM from device: Mac OS X 10.13 Mac Firefox 115.0

1. Tenant(s) Signatures

Tenant : **Callum Woods**



Signed at Sat, 27/09/2025 07:50 PM , from device: Mac OS X 10.13 Mac Firefox 115.0

2. Property Manager Signature

Property Manager : **Leah Bates** on behalf of **Gregory Giles De Chalain** (Landlord)



Signed at Mon, 29/09/2025 11:01 AM , from device: Windows 10 Other Edge 140.0.0

AUDIT TRAIL

Callum Woods (Tenant)

- Sat, 27/09/2025 07:48 PM - Callum Woods clicked 'start' button to view the Residential Tenancy Agreement (Mac OS X 10.13 Mac Firefox 115.0, IP: 119.18.1.30)
- Sat, 27/09/2025 07:50 PM - Callum Woods stamped saved signature the Residential Tenancy Agreement (Mac OS X 10.13 Mac Firefox 115.0, IP: 119.18.1.30)
- Sat, 27/09/2025 07:50 PM - Callum Woods submitted the Residential Tenancy Agreement (Mac OS X 10.13 Mac Firefox 115.0, IP: 119.18.1.30)

Leah Bates (Property Manager)

- Mon, 29/09/2025 11:01 AM - Leah Bates clicked 'start' button to view the Residential Tenancy Agreement
- Mon, 29/09/2025 11:01 AM - Leah Bates stamped saved signature the Residential Tenancy Agreement
- Mon, 29/09/2025 11:01 AM - Leah Bates submitted the Residential Tenancy Agreement

AGREEMENT END

Document Disclaimer

The contents of this document are of a general nature only and may not include provisions to deal with particular circumstances. If you have any concern as to the scope of this document you should obtain qualified experienced legal advice.

Before entering any information to appear in the schedule to the document you should check the accuracy and completeness of that information.

iProperty Express Pty Ltd makes no representation as to the quality or accuracy of any information entered or any other material that you may enter or add to the document.

iProperty Express Pty Ltd disclaims any liability for any loss or damage caused by any person using this document.

Special Conditions

54. Contract Provisions, Additions and Inclusions

54.1 This Contract includes:

- (a) the standard ACT Law Society printed terms current as at the date of this Contract (the Standard Form Clauses), as amended by the Special Conditions;
- (b) the Special Conditions; and
- (c) the Attachments and Annexures, if any.

54.2 In the event of an inconsistency, the following order of precedence applies:

- (a) the Special Conditions take precedence over;
 - (b) the Standard Form Clauses.
-

55. Amendments to Standard Form Clauses

55.1 The Standard Form Clauses are amended as follows:

- (a) clause 1.1 definition of Land Charges is amended by adding after the words “a periodic nature” the words “including any amounts paid by the Seller in respect of water and sewerage charges, water consumption charges, and Owners Corporation levies”;
- (b) delete clause 1.8;
- (c) in clause 2.3, delete “cash” and replace with the words “electronic funds transfer”;
- (d) in clause 2.6, delete the words “or in cash (up to \$200)”;
- (e) in clause 8.4, delete the words “Buyer Solicitor” and replace with the words “Seller Solicitor”;
- (f) in clause 17.1.1, delete “5%” and replace with “\$1,000”;
- (g) delete clause 17.1.2;
- (h) clause 18, insert a new clause 18.12 to read as follows:

“If a Notice to Complete is served by the Seller in accordance with clause 18, the Seller may unilaterally:

- (a) extend the period for Completion under the Notice to Complete; or
- (b) withdraw the Notice to Complete,

by written notice to the Buyer in the Seller’s absolute discretion, and with or without the consent of the Buyer.”

- (i) delete clause 51.2

56. COVID-19 Shutdown

56.1 Unless the context indicates otherwise, each word or phrase defined in this clause 56 has the meaning given to it in this clause 56.1:

- (a) **Isolate** means any mandatory government requirement to self-isolate, or any mandatory medical requirement to be isolated in hospital, and **Isolation** has a corresponding meaning.
- (b) **Pandemic** means the COVID 19 (or a variant of it) pandemic as declared by WHO.
- (c) **WHO** means the World Health Organisation.

56.2 In this clause 56, Shutdown Period means any day:

- (a) When any of the following is closed:
 - (i) the ACT Law Society settlements room;
 - (ii) the bank or financial institution of the Seller from whom the Seller must obtain a discharge of mortgage in order to complete this Contract;
 - (iii) the bank or financial institution of the Buyer from whom the Buyer is obtaining funding in order to complete this Contract;
 - (iv) the place of business of the Seller's solicitor;
 - (v) the place of business of the Buyer's solicitor;
 - (vi) the ACT Land Titles Office; or
 - (vii) the ACT Revenue Office,

in accordance with any direction by a Government Department or Authority or company policy; or

- (b) when the Buyer or the Seller is not able to attend any of the places of business listed in clause 56.2 due to being Isolated,

in response to a Pandemic or other national health emergency, and where that closure or Isolation event would reasonably cause either party to be unable to complete this Contract during the period of the closure or Isolation.

56.3 Either party:

- (a) may invoke this clause 56 by notice to the other party that gives sufficient details of the event (including supporting information of any closure or Isolation) giving rise to the Shutdown Period; and
- (b) may provide written notice to the other party of the end of the Shutdown Period; and
- (c) must act promptly and in good faith to advise the other party if it becomes aware of the start or end of a Shutdown Period.

- 56.4 In the event that Completion of this Contract is to take place during the Shutdown Period, then the Date for Completion is deemed to be extended to the 3rd Business Day after the date of notification of the end of the Shutdown Period.
- 56.5 In the event that the period specified in any Notice to Complete issued pursuant to this Contract expires during the Shutdown Period, then the date for expiration of the notice is deemed to be extended to the 3rd Business Day after the date of notification of the end of the Shutdown Period.
- 56.6 If a notice (other than a Notice to Complete) is served in accordance with this Contract during the Shutdown Period then such notice is deemed to be served on the first Business Day after the date of notification of the end of the Shutdown Period.
- 56.7 If this Contract includes any term requiring one or both of the parties to pay damages for any delay in Completion, no damages shall be payable by either party for any period during the Shutdown Period.

57. Electronic Transaction

57.1 For the purposes of this Special Condition:

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

57.2 Generally, and for the purposes of:

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

each Party consents to:

- (d) the electronic signing of this Contract;
- (e) the electronic exchange of this Contract;
- whether performed via the Platform or otherwise.

57.3 The Parties warrant that:

- (a) the electronically signed and exchanged Contract; and
- (b) if reasonably required by any party, a print out of the Contract which has been electronically signed and exchanged,
- is sufficient evidence of:
- (c) the parties' intention to enter into and be bound by the Contract;
- (d) the parties' consent to conducting this Contract electronically; and
- (e) the Contract itself being a document which is in writing and signed in a manner that results in a binding agreement.

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

- (a) it has complied with its constitution and any provisions of the *Corporations Act 2001* (Cth) that apply to the Buyer as replaceable rules;
- (b) the persons signing on behalf of the Buyer:
 - (i) have been duly appointed;
 - (ii) have the authority to exercise the powers and perform the duties customarily exercised or performed by that kind of officer or agent of a similar company;
 - (iii) properly perform their duties to the Buyer
 - (iv) hold the office or role that they hold out that they occupy, when signing this Contract;
- (c) it considers that this Contract has been duly executed with the intention of the Buyer being bound to perform this Contract;

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

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

57.7 The parties acknowledge and agree that:

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

58. Buyer Acknowledgements

58.1 The Buyer acknowledges and agrees that:

- (a) the Buyer it accepts the Land, the Property and the Improvements in their condition and state of repair as at the date of this Contract;
- (b) the Buyer has relied only on their own enquiries (including inspections) of the Land, Property and Improvements;
- (c) the Buyer does not rely on any other document, representation, arrangement or matter, regardless of form, as amending or qualifying anything in this Contract;
- (d) this Contract sets out the whole of the agreement between the parties;
- (e) the Seller is not required to carry out any work or effect any repairs or renovations whatsoever; and
- (f) the Seller is not required to obtain any approvals or procure any certifications for the Property whatsoever.

58.2 Notwithstanding anything in this Contract to the contrary, the Buyer accepts:

- (a) any encroachment by or upon the Land;
- (b) that the fence or boundary erections (if any) may not stand on the correct boundaries;
- (c) any heritage significance of the Land and Improvements under the heritage provisions of the Planning Act;
- (d) the nature, location, availability, condition, existence of any Service (or lack thereof);
- (e) the fitness for purpose of the Land or Property for any particular purpose;
- (f) the development potential of the Land or Property (or lack thereof);
- (g) the presence of Asbestos (as defined in the *Dangerous Substances Act 2004* (ACT)), contaminants or other substances on the Land or in the Improvements which may lead to the land being Contaminated (as defined in the *Environment Protection Act 1997* (ACT)).

58.3 The Buyer certifies that it has received the Required Documents and has had the opportunity to make its own enquiries regarding the matters contained or disclosed in the Required Documents.

58.4 The Buyer may not make any requisition, objection, claim for compensation or delay completion in respect of the matters raised in this Special Condition.

59. Adjustments

- 59.1 If Completion does not occur by the Date for Completion due to the delay or default of the Buyer, despite clause 8.1.1 of the Standard Form Clauses, all Land Charges will be adjusted as at the Date for Completion.
- 59.2 This Special Condition is for the benefit of the Seller and is an essential term of the Contract.

60. Keys

- 60.1 On Completion, the Seller will hand over to the Buyer any keys and remotes that it has in its possession to enable the Buyer to enter and access the Land, the Property and the Improvements.
- 60.2 The Buyer may not make any requisition, objection, claim for compensation or delay completion in respect of the matters raised in this Special Condition.

61. Agent

- 61.1 The Buyer warrants that it was not introduced to the Property and the Seller by anyone other than the Seller's Agent.
- 61.2 The Buyer indemnifies and keeps indemnified the Seller for any claim from or liability to another agent, whether actual or threatened, in respect of this Contract arising from a breach of the Buyer's warranty.
- 61.3 This clause does not merge on Completion.

62. Insolvency Event

- 62.1 If the Buyer is a natural person(s) and:
- (a) the Buyer (or any one of them) authorises a registered trustee or solicitor to call a meeting of his or her creditors and enters into a deed of assignment or deed of arrangement or a composition with any of his or her creditors; or
 - (b) a third party who holds a security interest in the assets of the Buyer enters into possession, or takes control of those assets, or attempts by any means to do the same; or
 - (c) the Buyer (or any one of them) commits an act of bankruptcy;
- the Buyer must immediately notify the Seller in writing.
- 62.2 If the Buyer is a company (or companies) and:
- (a) the Buyer (or any one of them) becomes, or attempts are made for the Buyer to become an externally administered company in accordance with *Corporations Act 2001* (Cth); or
 - (b) a controller (as defined by *Corporations Act 2001* (Cth)) is appointed, or attempts are made to have a controller appointed for any of the Buyer's (or one of the Buyers') assets;

the Buyer must immediately notify the Seller in writing.

- 62.3 If any of the events specified in this Special Condition 62 occurs, the Buyer will be in default of this Contract and the Seller may immediately, without notice specified in clause 18, terminate this Contract and clause 19 applies.
- 62.4 If any of the events in Special Condition 62.2 occur in relation to the Seller, then the Seller may, by written notice served upon the Buyer, rescind this Contract and clause 21 applies.

63. Caveat

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

64. Guarantee

- 64.1 If the Buyer is a corporation, all directors of the Corporation must provide a guarantee in the form provided at Annexure A.

65. Christmas Shutdown

- 65.1 If the Date for Completion falls between 19 December 2025 (inclusive) and 7 January 2026 (inclusive) (**the Holiday Period**), the parties agree that the Date for Completion is extended until 8 January 2026.
- 65.2 The parties acknowledge and agree that the Holiday Period may not be counted in any period of notice for the purposes of:
- (a) a Notice to Complete or a Default Notice; or
 - (b) the 14-day requirement in clauses 18.2 and 18.6.2.
- 65.3 The parties agree that, for any delay that occurs during the Holiday Period, neither party may impose damages for delay in Completion upon the other for the purposes of clause 22.1.

ANNEXURE A

GUARANTEE AND INDEMNITY

I, **[Director's Name]**of

[address]..... agree as follows:

1. If the Buyer fails to perform and observe this Contract, the Guarantor agrees to perform the Buyer's obligations on demand as directed by the Seller.
2. As a separate, primary and severable liability, the Guarantor indemnifies the Seller, and agrees to keep the Seller indemnified, against loss or damage suffered or incurred by the Seller arising out of:
 - (a) a failure by the Buyer to observe or perform this Contract;
 - (b) an obligation on the Buyer under this Contract being ineffective for any reason whatsoever (whether or not the Seller knew or ought to have known of that reason) including:
 - (c) a legal limitation, disability or incapacity of the Buyer or a lack or improper exercise of a power or authority in relation to the Buyer;
 - (d) the Buyer making an arrangement, assignment or composition for the benefit of its creditors;
 - (e) an order made or resolution effectively passed for the winding-up of the Buyer;
 - (f) the Buyer going into liquidation or a receiver, administrator or provisional liquidator is appointed to the Buyer; or
 - (g) the obligation being or becoming illegal, invalid, void or unenforceable.
3. The Guarantor agrees that its personal property, including real property, is charged with the performance of the Guarantor's obligations under this Guarantee and Indemnity.
4. Each indemnity in this Guarantee is a continuing obligation separate and independent from the other obligations of the Guarantor and survives the termination of this Contract.
5. It is not necessary for the Seller to enforce this Contract against the Buyer or otherwise to incur expense, loss, damage or make payment before enforcing a right of indemnity and recovery conferred by this Guarantee.
6. The Guarantor acknowledges that:
 - (h) they are giving this guarantee and indemnity and incurring obligations and granting rights under this Contract for valuable consideration;
 - (i) they have not entered into this Contract in reliance on, or as a result of, a statement or conduct not otherwise expressly included in this Contract; and
 - (j) the Guarantor may not request or require another Party to do anything, including disclosing anything or giving advice, except as expressly set out in this Contract.
7. This Guarantee remains binding on all Parties despite:
 - (a) Completion; or
 - (b) termination of this Contract.
8. Where there is more than one Guarantor, then the obligations and liabilities of the Guarantors to be observed and discharged or performed by them are binding on them jointly and each of them individually.

9. The liability of a Guarantor is unlimited.
10. As far as lawfully possible, nothing in law or equity, compromises or can compromise:
- (a) the Guarantor's liability as a guarantor, principal debtor, or indemnifier; and
 - (b) the Seller's right to enforce this guarantee and indemnity.
11. The things in this Guarantee which do not or cannot compromise a guarantor's liability include, but are not limited to:
- (a) a person granting:
 - (i) time;
 - (ii) waiver;
 - (iii) a covenant not to sue;
 - (iv) other indulgence; or
 - (v) concession,whether or not an additional burden is imposed to or making of an arrangement, compromise or composition with a person, or compounding a liability, in any way;
 - (b) laches, acquiescence, delay, omission, mistake or other act by the Seller or other person or both of them;
 - (c) this guarantee and indemnity, another document, payment or other transaction, under one or more of them being or becoming wholly or partially illegal, invalid, void, voidable, unenforceable or otherwise of limited force or effect;
 - (d) a variation, renewal, amendment or novation or a dealing with this Contractor other document irrespective of whether or not the effect:
 - (i) is material;
 - (ii) imposes an additional liability, or
 - (iii) is onerous,on any Guarantor or an other person;
 - (e) an invalidity or irregularity in the execution of this Contract by a Guarantor or a deficiency or irregularity in the powers of a Guarantor to enter into or observe its obligations under this Contract;
 - (f) a judgment against a Guarantor or other person; or
 - (g) a change in capacity, rights or obligations of a Guarantor or other person.

Signed, sealed & delivered as a Deed by :

Signature

Witness Signature

Name of Signatory

Name of Witness

Capacity: Self

Capacity: Witness

Date:

Date:

Volume 2339 Folio 15 Edition 3

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Kingston Section 19 Block 51 on Deposited Plan 11415 with 105 units on Unit Plan 4435

Unit 45 (Class A) entitlement 8 of 1000, 3 subsidiaries

Lease commenced on 04/04/2018, terminating on 06/03/2117

Proprietor

Gregory Gilles De Chalain

2/50 Dove Avenue Altona VIC 3018

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
28/06/2024	3321250	Mortgage to WWW.LOANS.COM.AU PTY LTD (ACN: 117 831 615)

End of interests

ADMINISTRATIVE INTERESTS

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

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201528164	Development Application	07/08/2015	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	13/01/2016

Description

MIXED USE-COMMERCIAL-105 RESIDENTIAL UNITS-DEMOLITION-CONSOLIDATION -LEASE VARIATION. Proposed demolition of two existing buildings on Blocks 30 and 31 Section 19; consolidation of the blocks and construction of a six storey mixed use development consisting of 2 levels of basement, 150sqm commercial tenancy on ground floor and 105 residential units. Please see application form for a description of the lease variation.

Volume 2338 Folio 70 Edition 3

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Kingston Section 19 Block 51 on Deposited Plan 11415 with 105 units on Unit Plan 4435

Lease commenced on 04/04/2018, terminating on 06/03/2117

COMMON PROPERTY

Proprietor

The Owners-Units Plan No 4435

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

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Easements

Easement In Units Plan: Current

Registered Date	Dealing Number	Description
12/07/2018	2165454	Application to Note Special Resolution
03/12/2019	2247526	Application to Note Special Resolution
02/12/2020	3039125	Application to Note Special Resolution
09/11/2021	3117858	Application to Note Special Resolution
06/12/2023	3283193	Application to Note Special Resolution

End of interests

ADMINISTRATIVE INTERESTS

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

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NOTIFICATION

Description

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Proposed demolition of two existing buildings on Blocks 30 and 31 Section 19; consolidation of the blocks and construction of a six storey mixed use development consisting of 2 levels of basement, 150sqm commercial tenancy on ground floor and 105 residential units. Please see application form for a description of the lease variation.



Access
Canberra.

Chief Minister,



SR\$2165454

11/07/2018 09:23:18 BUTTJ

2165454

**SPECIAL RESOLUTION
BY OWNERS CORPORATION**

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS		
Name	Postal Address	Contact Telephone Number
Vantage Strata	PO Box 206 Civic Square ACT 2608	1800 878 728

TITLE AND LAND DETAILS				UNITS PLAN NUMBER
Volume & Folio	District/Division	Section	Block	
2338:70	KINGSTON	19	51	4435

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

The Owners Corporation Rules are to be amended in accordance with the decision made at the General Meeting held on the 20/06/18 and resolved by the Owners Corporation

SUPPORTING DOCUMENTATION (Please tick appropriate item – Original signed copy must be supplied)	COMMON SEAL OF OWNERS CORPORATION (Seal must be affixed)
☒ Sealed copy of Minutes of Meeting ☐ Sealed copy of Resolution/Motion ☐ Other (specify) -	

EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL (The Common Seal was affixed in the presence of)	
Signature	Signature
Full Name (Block Letters) JADE CAMILLERI	Full Name (Block Letters) ROBIN MARKS
Address 43 CONSTITUTION AVE, REID ACT	Address 43 CONSTITUTION AVE, REID ACT
Office Held STRATA MANAGER	Office Held OPERATIONS MANAGER

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by			
Registered by	TS	Registration Date	12 JUL 2018

Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions[†]

A1 The Owners—Units Plan No 4435

A2 General meeting

Date (or dates) of general meeting
at which the reduced quorum
decision or decisions were made— 20 June 2018

Tick applicable box, or both boxes if applicable:

☐ Regularly convened

The general meeting was regularly
convened (not following any
adjournment under UTMA s 3.9(3)
or (6)(a), part 3.1, schedule 3).

☐ Convened after
adjournment

The general meeting was convened
following an adjournment or
adjournments (under UTMA
s 3.9(3) or (6)(a), part 3.1,
schedule 3).

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
20/06/18	As per attached

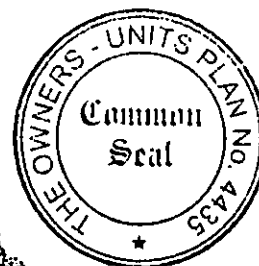
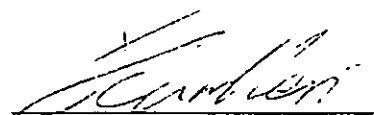
A4 Owners corporation declaration

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

2

20/06/2018

(Affix owners corporation seal in accordance with the corporation articles)



[†] In this notice, *UTMA* means the *Unit Titles (Management) Act 2011*.

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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



B2 *When does a reduced quorum decision take effect?*

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

B3 *How may reduced quorum decisions be disallowed?*

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

The petition must—

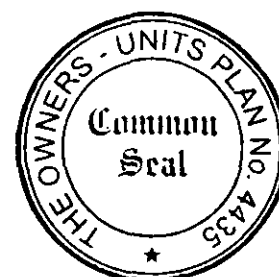
- state the resolution or resolutions to which it applies; and
- be signed by a majority of persons entitled to vote at a general meeting of the owners corporation (a person may sign whether or not he or she attended the meeting); and
- be given to the owners corporation before the decision's date of effect (see B2 above).

B4 *How may reduced quorum decisions be confirmed?*

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

B5 *How may reduced quorum decisions be revoked?*

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



**MINUTES OF THE FIRST ANNUAL GENERAL MEETING OF
THE OWNERS UNITS PLAN NO. 4435**

'SALT'

29 DAWES STREET KINGSTON, ACT, 2602

Venue: Eastlakes Football Club
Oxley Street Griffith

Date: Wednesday 20th June 2018

Time: 5:30pm

Present: R & K Baumgart (Unit 19), POD Land Owner No 2 Pty Ltd & the Trustee for Cappello Developments No 2 Unit Trust (Unit 25 & 105), M Goggin (Unit 28), W Dennis (Unit 29), N Frost (Unit 38), E Carey (Unit 44), K Kakkad (Unit 66), P Davies & N Champion (Unit 71), P Flynn (Unit 79), K Rees (Unit 81), I Styles (Unit 87), C Sullivan & H Ulcoq (Unit 90), R Sinclair-Smith (Unit 91), C & K Rose (Unit 96), J & A Knol (Unit 97)

Mr Chris Miller - Vantage Strata
Mr Jade Camilleri - Vantage Strata

Apologies: A Humphries & Z Newnan (Unit 18)

Absentee Votes: A Humphries & Z Newnan (Unit 18)
D de Silva & C Camilleri (Unit 58)

Proxies: A Cox (Unit 13 & 27) IFO J O'Donnell
A Humphries & Z Newnan (Unit 18) IFO Chairperson
P & K Hancock (Unit 30) IFO N Hancock
C Vega (Unit 32) IFO M Cabanne
E Macquaire & S Maquire (Unit 57) IFO T Hathaway
Dawes Street Holdings Pty Ltd (Unit 100) IFO T Robert & A McEnallay

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

Secretarial Note – Owners are advised that under the Schedule 3.11 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only overturned if, within 28 days after the decision was made, the Owners Corporation is given a petition requiring that the decision be overturned, signed by a majority of people entitled to vote.

In order to comply with the requirement of the Unit Titles Management Act i.e. for the meeting to wait 30 minutes before proceeding as a reduced quorum



meeting.

MEETING FORMALITIES

CHAIRPERSON

The incoming Executive Committee (elected at the First Annual General Meeting) will appoint office bearers made up of committee members, to the positions of Chairperson, Treasurer and Secretary. Following these appointments, the Chairperson of the committee will be responsible to chair future meetings of the Owners Corporation.

MOTION 1

It was resolved that the Owners Corporation appoint an interim chairperson for the purpose of chairing the First Annual General Meeting.

CARRIED

Mr T Hathaway (Unit 57) was appointed interim chairperson.

Proxies and Absentee Votes

Acceptance of proxies and absentee votes.

ACCEPTED

INAUGURAL MINUTES

The Inaugural meeting was attended by the original owner and the strata manager. These minutes are included for your perusal.

INSURANCE

Vantage Strata considers it best practice to ensure that the insurance policy is reviewed each year.

With this in mind, upon renewal of the insurance policy Vantage Strata will obtain three quotes where possible, to confirm that best value is being achieved.

For the purposes of disclosure, Vantage Strata advise that our preferred broker is 'Allinsure' who provide referral advice. From time to time Vantage Strata will share in commissions earned by 'Allinsure' from the insurance company with whom the policy is placed.

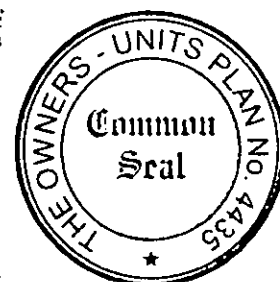
Whilst the Owners Corporation is not obliged to utilise the services of 'Allinsure', Vantage Strata strongly recommends 'Allinsure' with whom a relationship of trust and mutual respect has been built over a period of time.

For ease of reference a copy of the Certificate of Insurance is enclosed with the agenda.

The Owners Corporation holds Building insurance for all defined parts of the buildings as well as Public Liability insurance over the common property, as per the Product Disclosure Statement (available on request) pursuant to the requirements of the Unit Titles (Management) Act 2011.

Owners may wish to consider their individual insurance needs for their units and subsidiary units, including (but not limited to) contents, landlord insurance and public liability cover.

The building sum insured has been arrived at on advice from the developer regarding the cost of construction and professional fees relating to the building. It is recommended that the Owners Corporation considers obtaining a professional valuation for insurance purposes and that the policy held by the corporation be adjusted according to the recommendations of the report.



The insurance held by the Owners Corporation is summarised below;

Insurer and Policy Number	CHU HU0039236
Renewal Date	21/02/2018
Building Sum Insured	\$27,000,000.00
Public Liability Sum Insured	\$20,000,000.00
Excess on Claims	\$500.00

Vantage Strata considers it best practice to obtain an insurance valuation from an independent provider. The purpose is to ensure that the insurance cover amount currently in place is adequate.

MOTION 2 (Amended)

It was resolved that the Owners Corporation authorises the strata manager to obtain an insurance valuation by an appropriately qualified service provider approved by the Executive Committee and that the corporation further authorises the strata manager to adjust the policy in accordance with the valuation, in consultation with the Executive Committee.

CARRIED

MOTION 3

It was resolved that upon renewal of the existing building insurance cover, the Executive Committee be authorised to give consideration to three quotes for insurance cover as required by the Corporation, pursuant to Section 100 of the Unit Titles Management Act (UTMA) and that the Executive Committee be authorised to accept and place insurance policies with one of these insurance providers. The building sum insured to be in accordance with the insurance valuation obtained.

CARRIED

FINANCES

Whilst it is not mandatory in terms of the Unit Titles Management Act for the Owners Corporation to have the financials of the Owners Corporation audited, Vantage Strata considers it prudent to have an audit undertaken from time to time. A motion to this effect will be tabled for consideration by Owners at the second Annual General Meeting of the Owners Corporation.

The annual budget and associated contributions (levies) were set at the *Inaugural Meeting*, in accordance with budget estimates disclosed to buyers prior to registration of the Units Plan.

Enclosed with the agenda is a set of financial statements detailing the financial performance of the Owners Corporation up to the date of posting documents.

There is no requirement to adopt the financial statements at the First Annual General Meeting, as the statements will be reviewed at the next AGM following the conclusion of a full reporting period.

Due to the date of the Units Plan registration on 5 April 2018 the financial reporting period of the corporation does not align with the Australian Fiscal Year. It is recommended that the corporation resolves to amend their financial reporting period by extending the current period due to end on 28 February 2019 to align with the end of the fiscal year on 30 June 2019.

MOTION 4

It was resolved that the Owners Corporation extend its financial reporting period due to conclude on 4 April 2019 to the new date of 30 June 2019, in order to accord with the conclusion of the Australian Fiscal Year.

CARRIED

MOTION 5

It was resolved that the Owners Corporation authorises that a contribution be determined to the Administration Fund in the sum of \$55,168.00 (Incl. GST) (being 3 months of the most recent annual budget), to provide necessary cash flow to the corporation. This contribution to be paid by members in accordance with their unit entitlements and paid by one instalment in advance due on 1 April 2019.





CARRIED

BUDGET – SECOND YEAR INCREASE

Owners should be aware that the budget for the first year will generally be significantly discounted and an increase in the total budget (and by extension each owner's levy contribution) should be expected, commencing from the second year of the Owners Corporation.

The first year discounted budget occurs for a number of reasons, particularly due to many of the building services being maintained as part of a Developer Warranty Period (such as lifts). At the conclusion of the warranty service period, which usually lasts for approximately 12 months, the Owners Corporation takes on the obligation for the planned preventative maintenance costs which are factored into the budget for the second year.

It is also noted that the Owners Corporation will be required to obtain a ten year Sinking Fund Forecast during their first year of incorporation and accordingly set a Sinking Fund Budget at the second Annual General Meeting. This will further add to the increase in owners contributions.

Pursuant to Section 260 (C) of the Civil Law (Property) Act 2006, the developer discloses an estimate of the buyer's contribution to the general fund for 2 years after the registration of the Units Plan. This does not extend to an estimate of the Sinking Fund contribution, which is determined following an assessment of the ten year Sinking Fund Forecast mentioned above.

The developer may make assumptions relating to the manner in which the contributions might be applied, based on reasonable assumptions (for example, whereby commercial or residential units are excluded from certain elements of the budget that don't directly relate to their respective use), however the developer may not be in a position to influence how any future Owners Corporation decisions are made and cannot warrant that their assumed governance will be adopted by the Owners Corporation after registration.

SINKING FUND

In accordance with Section 82 of the UTMA the Owners Corporation must approve, within 12 months from the date of the First AGM, a Sinking Fund Plan for capital expenses expected to be required for a 10 year period.

It is recommended that an appropriately qualified professional organisation be engaged in order to prepare the Sinking Fund plan on behalf of the corporation, for consideration at the next AGM.

MOTION 6 (Amended)

It was resolved that the Owners Corporation authorises the strata manager to obtain a professional Sinking Fund Plan from an appropriately qualified service provider approved by the Executive Committee for presentation at the next general meeting of the corporation, in consultation with the Executive Committee.

CARRIED

EXECUTIVE COMMITTEE

The Executive Committee is elected at each Annual General Meeting and exercises the functions of the corporation between AGM's (subject to certain limitations).

The committee must consist of at least three members and up to seven members (unless the corporation resolves to increase the maximum number of committee members by special resolution).

In order to qualify for election, a person must be either an owner (on title) of a unit or be the official representative of a company that is the owner of a unit. Only one person can be on the committee in relation to a particular unit. A member may be nominated by another member or simply by volunteering themselves.

Being a member of the Executive Committee comes with certain responsibilities and obligations, some of which are set out in the Executive Committee Code of Conduct (enclosed) and Schedule 2 of the Unit Titles (Management) Act 2011 titled "Executive Committees" (enclosed).

MOTION 7

It was resolved by Special Resolution that the Owners Corporation elect up to 6 members to the Executive Committee. Eligible members were drawn from nominations received at or prior to the First Annual General Meeting.

CARRIED

The following members of the Owners Corporation were elected to the Executive Committee:

R Baumgart (Unit 19)

C Camilleri (Unit 58)

C Sullivan (Unit 90)

R Sinclair-Smith (Unit 91)

K Rose (Unit 96)

A Knol (Unit 97)

RULES

Upon registration of the Units Plan, the Default Rules (enclosed) contained in Schedule 4 of the Unit Titles (Management) Act apply to the Owners Corporation.

In accordance with Section 33 of the UTMA, the Owners Corporation is unable to amend the rules during the developer control period (the period immediately following the registration of the Units Plan prior to settlements). However, many Owners Corporations benefit from adopting rules specifically tailored to their circumstances.

Currently Units Plan 4435 is operating under the Default Rules of the UTMA Act 2011. Vantage Strata as the strata managers would recommend that certain rules of the Default Rules be changed as per motions 8 & 9 below. In addition, it is recommended that additional rules be adopted as per motion 10 below and the supporting attachment. It is further recommended that the Default Rules form part of the Owners Corporation rules being incorporated as Annexure A of that document.

AMENDMENTS & ADDITIONS

MOTION 8 (Amended)

It was resolved that the Owners Corporation resolves, by Special Resolution to amend Rule 4 of the Default Articles to read as follows:

4 Erections and alterations

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

- (a) in accordance with the express permission of the ~~owners corporation by unopposed resolution~~; **Executive Committee** and; If the erection or alteration materially impacts on the aesthetic appearance or amenity of the complex, the Executive Committee are to consult all owners via notice providing a consultation end date. If any objections are received the decision is to be presented by special resolution to a general meeting of the Owners Corporation.

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

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

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

Please note – an 'unopposed resolution' can only be decided at a general meeting of the Owners Corporation.



CARRIED

SEAL OF OWNERS CORPORATION

MOTION 9

It was resolved that the Owners Corporation resolves, by Special Resolution to amend rule 11 of the Default Rules to include clause (d) which reads as follows:

Seal of Owners Corporation

Managing Agent may affix seal –

(d) Notwithstanding clauses a, b and c above, the common seal may be affixed to reduced quorum meeting notices and certifications under sec.119 of the Act by the managing agent of the Owners Corporation without following procedure.

CARRIED

MOTION 10

It was resolved that the Owners Corporation resolves, by Special Resolution to adopt and adhere to the Owners Corporations rules (a copy of which are attached). It is further resolved that the Default Rules form part of the Owners Corporations rules.

CARRIED

Please note: After discussion of the meeting the 'General' and 'Appearance' sections were removed from the House Rules.

CONTRACTS / SERVICE AGREEMENTS

MOTION 11

It was resolved that the Owners Corporation authorise the incoming Executive Committee to review any contracts/service agreements that become due for renewal and appoint new contractors as needed, after following a competitive tender process.

CARRIED

ASSET REGISTER

In order to successfully manage the assets in the building including preventative maintenance requirements and any mandatory legislative requirements, Vantage Strata recommends that a professionally prepared asset register and maintenance schedule be obtained.

MOTION 12

It was resolved that the Owners Corporation authorise the Strata Manager to obtain an asset register and maintenance schedule from an appropriately qualified service provider approved by the Executive Committee.

CARRIED



GENERAL BUSINESS

SPACE COMMANDER STORAGE UNIT

Approval was sought to place a Space Commander storage unit in a car space. The meeting approved the application agreeing the unit should be contained wholly within the unit subsidiary car space.

DEFECT REPORTING PROCESS

Discussions took place surrounding the defect reporting process. There was some uncertainty amongst owners on the correct procedure relating to reporting individual unit defects of units to the builder. The builder advised they would discuss with the developer on sending out correspondence regarding the correct procedures. All unit owners are to consult the section in their contract relating to the 90 day defect reporting process.

MEETING CLOSE

8.15pm



INTRODUCTION

The following by-laws have been established for the mutual benefit of all residents, both owners and tenants, in order to maximise the convenience, comfort and privacy of the residents of Units Plan 4435. At all times and in all matters, the Schedule of the Unit Titles (Management) Act 2011 applies. The rules are to be included as an integral part of any leasing arrangement between a unit owner and the tenant. The Owners Corporation rules are to be read in conjunction with the Default Rules as per the Unit Titles Management Act(UTMA) that are attached with this agenda. It is noted that a rule has no effect to the extent that it is inconsistent with another section of the UTMA 2011 or any other legislation in force.

COMPLAINTS

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

Vantage Strata Pty Limited
P O Box 206
CIVIC SQUARE ACT 2608
info@vantagestrata.com.au
Telephone enquiries: 1800 878 728

Please note that the Owners Corporation will only consider taking action if the complaint is in writing.

Complainants should identify the offender, or their unit number, as well as the time, date and nature of the offence.

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

Incidents that infringe particular laws of the ACT, such as noisy parties or trespassing, should be referred to the ACT Police, especially late at night or where your personal safety is threatened. Police attendance can be requested by phone on 131 444 or 000

NOISE

The intention is to provide an environment that will allow all residents the benefit of quiet enjoyment of Salt. Residents should be aware that noise penetrates easily into other units.

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

VEHICLES AND PARKING

The intention is to ensure the safety and cleanliness of the vehicle areas, and to provide reasonable access to parking for residents' visitors.

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



5. Vehicles must observe a 10 kph speed limit within the complex.
6. Residents are responsible for cleaning up of any oil spills caused by their vehicles or their guests vehicles and will be requested by the Owners Corporation to clean up any spills in the event that this is not carried out.
7. In the interest of safety, children are not permitted to ride cycles or play games on the common property driveway areas or in the underground parking areas.
8. Residents are not allowed to wash cars in the car park.
9. Fire hydrants are **never** to be used by residents for the purpose of washing vehicles.
10. Visitors parking is for short term visitors only. Residents are not permitted to use the visitors parking as subsidiary parking for their unit.

GARBAGE AND RECYCLING

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

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

SMOKING

The intention is to provide an environment that will allow all residents the benefit of smoke free enjoyment of Salt.

17. Smoking is not permitted in any of the common areas, including the lifts, foyers, hallways, or basement car parks.
18. An occupant must not throw cigarette butts or ash over the balconies or discard them in or on any part of the common property.
19. Smoking on balconies must not cause inconvenience to other residents.

LEGAL FEE RECOVERY

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



VANDALISM AND DAMAGE

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

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

ANIMALS/PETS

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

23. The Executive Committee are authorised to make determinations regarding keeping of animals after all criteria have been met by the applicant.
24. The Committee will keep under review any permission that has been given, and approval to keep a pet can be withdrawn at any time if the pet causes a nuisance to another resident or other residents. The maximum timeframe to remove an animal will be 90 days.
25. No animals are permitted on the common property at any time unless being escorted either to or from a unit.
26. Any damage or soiling of any common property is the responsibility of the pet owner.
27. Permission to have a pet is not transferable to a new owner or tenant of an apartment or to current residents replacing an approved pet.
28. The House Rules relating to pets are strictly enforced by the Executive Committee.
29. All pets must be kept on a lead when moving around the Salt complex.

ALTERATIONS

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

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



SECURITY AND SAFETY

The intention is to protect the safety of all residents.

35. Security is provided through security access fobs.
36. Additional security fobs are available from Vantage Strata. All additional fobs must be formally requested in writing by the owners of the unit or their authorised agent. All additional keys must be formally requested in writing by the owners of the unit or their authorised agent.
37. All faults with the security system and/or individual residents' access fobs should be reported to Vantage Strata.
38. In the interest of maintaining the security of Salt, all residents and their guests must ensure that security doors are closed firmly after entering or leaving the building including the garage door.
39. Unknown or unauthorised persons must not be admitted to the building.
40. For safety and appearance, residents are not to store any items in common property areas including entrance foyers, stairwells, access pathways or in vehicle parking spaces. The storage cages provided for units are to be used for this purpose.

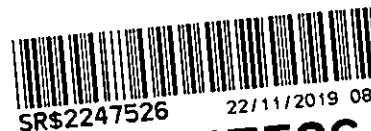
The Owners Corporation is unable to provide after hour's access to residents if they are locked out of the building. In these instances, residents should make alternate arrangements, for example, leaving an additional set of access keys with a friend or relative.

EVACUATION FROM THE BUILDING IN AN EMERGENCY

41. In the event of an evacuation, and in the event that it is safe to do so, ensure you take your swipe cards and unit keys with you to enable you to re-enter the building when it is deemed safe to do so by the Fire Brigade.

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





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LAND TITLES

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NATION

Form 094 - SR

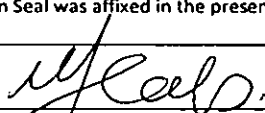
Land Titles Act 1925

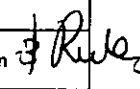
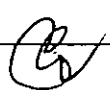
LODGING PARTY DETAILS		
Name	Postal Address	Contact Telephone Number
Vantage Strata	PO Box 206 Civic Square ACT 2608	1800878728

TITLE AND LAND DETAILS				UNITS PLAN NUMBER
Volume & Folio	District/Division	Section	Block	
2338 70	KINGSTON	19	51	4435

DETAILS OF ARTICLE/S BEING AMENDED (Insert article number/s)
Owners Corporation AMENDMENT of rules to be lodged in accordance with the decision made at the General Meeting held on the 10 TH April 2019 and resolved by the owners corporation.

SUPPORTING DOCUMENTATION (Please tick appropriate item – Original signed copy must be supplied)	COMMON SEAL OF OWNERS CORPORATION (Seal must be affixed)
☒ Sealed copy of Minutes of Meeting ☐ Sealed copy of Resolution/Motion ☐ Other (specify) -	

EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL (The Common Seal was affixed in the presence of)	
Signature 	Signature 
Full Name (Block Letters) DANIEL LESKOVEC	Full Name (Block Letters) MELISSA COLES
Address 90/43 Constitution Ave REID ACT 2612	Address 90/43 Constitution Ave REID ACT 2612
Office Held STRATA MANAGER	Office Held OFFICE MANAGER

OFFICE USE ONLY			
Lodged by 	Annexures/Attachments, 2	Minutes/Resolution/Motion 	
Data entered by 			
Registered by 	Registration Date	- 3 DEC 2019	

NOISE

After:

1. Residents should be aware that noise penetrates easily into other units, particularly through balcony doors and windows.

Add:

Where possible, residents should pull doors closed to avoid them slamming shut.

SMOKING

After:

17. Smoking is not permitted in any of the common areas, including the lifts, foyers, hallways or basement car parks.

Add:

Smoking will not be permitted in any part of Salt complex, including inside apartments, in courtyards or on balconies from July 2021.

SECURITY AND SAFETY

After:

38. In the interest of maintaining the security of Salt, all residents and their guests must ensure that security doors are closed firmly after entering or leaving the building including the garage door.

Add:

Residents must keep their keys, security fobs and garage door remote control devices secure at all times.

Lost keys, fobs or remotes must be reported to Strata as soon as practicable.

Add section MOVING IN AND OUT

Add:

Residents should be aware that Lift 1 (the front lift) should be booked for removalists through BuildingLink. By booking the lift, the building manager can arrange for exclusive use of the lift and ensure the lift curtains are installed to prevent damage.

Add section MAINTENANCE – OWNER RESPONSIBILITIES

Add:

Owners are responsible for the maintenance and repair of all equipment inside their unit. This includes individual unit smoke detectors and air conditioning.



INTRODUCTION

The following by-laws have been established for the mutual benefit of all residents, both owners and tenants, in order to maximise the convenience, comfort and privacy of the residents of Units Plan 4435. At all times and in all matters, the Schedule of the Unit Titles (Management) Act 2011 applies. The rules are to be included as an integral part of any leasing arrangement between a unit owner and the tenant. The Owners Corporation rules are to be read in conjunction with the Default Rules as per the Unit Titles Management Act(UTMA) that are attached with this agenda. It is noted that a rule has no effect to the extent that it is inconsistent with another section of the UTMA 2011 or any other legislation in force.

COMPLAINTS

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

Vantage Strata Pty Limited
P O Box 206
CIVIC SQUARE ACT 2608
info@vantagestrata.com.au
Telephone enquiries: 1800 878 728

Please note that the Owners Corporation will only consider taking action if the complaint is in writing.

Complainants should identify the offender, or their unit number, as well as the time, date and nature of the offence.

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

Incidents that infringe particular laws of the ACT, such as noisy parties or trespassing, should be referred to the ACT Police, especially late at night or where your personal safety is threatened. Police attendance can be requested by phone on 131 444 or 000

NOISE

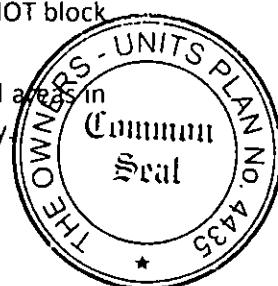
The intention is to provide an environment that will allow all residents the benefit of quiet enjoyment of Salt. Residents should be aware that noise penetrates easily into other units.

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

VEHICLES AND PARKING

The intention is to ensure the safety and cleanliness of the vehicle areas, and to provide reasonable access to parking for residents' visitors.

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



5. Vehicles must observe a 10 kph speed limit within the complex.
6. Residents are responsible for cleaning up of any oil spills caused by their vehicles or their guests vehicles and will be requested by the Owners Corporation to clean up any spills in the event that this is not carried out.
7. In the interest of safety, children are not permitted to ride cycles or play games on the common property driveway areas or in the underground parking areas.
8. Residents are not allowed to wash cars in the car park.
9. Fire hydrants are never to be used by residents for the purpose of washing vehicles.
10. Visitors parking is for short term visitors only. Residents are not permitted to use the visitors parking as subsidiary parking for their unit.

GARBAGE AND RECYCLING

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

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

SMOKING

The intention is to provide an environment that will allow all residents the benefit of smoke free enjoyment of Salt.

17. Smoking is not permitted in any of the common areas, including the lifts, foyers, hallways, or basement car parks.
18. An occupant must not throw cigarette butts or ash over the balconies or discard them in or on any part of the common property.
19. Smoking on balconies must not cause inconvenience to other residents.

LEGAL FEE RECOVERY

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



VANDALISM AND DAMAGE

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

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

ANIMALS/PETS

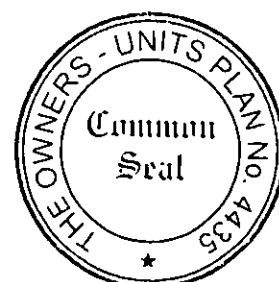
We aim to create a safe environment for all residents and pets without compromising the personal safety and enjoyment of all residents.

23. The Executive Committee are authorised to make determinations regarding keeping of animals after all criteria have been met by the applicant.
24. The Committee will keep under review any permission that has been given, and approval to keep a pet can be withdrawn at any time if the pet causes a nuisance to another resident or other residents. The maximum timeframe to remove an animal will be 90 days.
25. No animals are permitted on the common property at any time unless being escorted either to or from a unit.
26. Any damage or soiling of any common property is the responsibility of the pet owner.
27. Permission to have a pet is not transferable to a new owner or tenant of an apartment or to current residents replacing an approved pet.
28. The House Rules relating to pets are strictly enforced by the Executive Committee.
29. All pets must be kept on a lead when moving around the Salt complex.

ALTERATIONS

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

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



SECURITY AND SAFETY

The intention is to protect the safety of all residents.

35. Security is provided through security access fobs.
36. Additional security fobs are available from Vantage Strata. All additional fobs must be formally requested in writing by the owners of the unit or their authorised agent. All additional keys must be formally requested in writing by the owners of the unit or their authorised agent.
37. All faults with the security system and/or individual residents' access fobs should be reported to Vantage Strata.
38. In the interest of maintaining the security of Salt, all residents and their guests must ensure that security doors are closed firmly after entering or leaving the building including the garage door.
39. Unknown or unauthorised persons must not be admitted to the building.
40. For safety and appearance, residents are not to store any items in common property areas including entrance foyers, stairwells, access pathways or in vehicle parking spaces. The storage cages provided for units are to be used for this purpose.

The Owners Corporation is unable to provide after hour's access to residents if they are locked out of the building. In these instances, residents should make alternate arrangements, for example, leaving an additional set of access keys with a friend or relative.

EVACUATION FROM THE BUILDING IN AN EMERGENCY

41. In the event of an evacuation, and in the event that it is safe to do so, ensure you take your swipe cards and unit keys with you to enable you to re-enter the building when it is deemed safe to do so by the Fire Brigade.

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



**MINUTES OF THE GENERAL MEETING OF
THE OWNERS UNITS PLAN NO. 4435
'SALT'
29 DAWES STREET KINGSTON, ACT, 2602**

Venue: Vantage Strata
Jamieson House 90/43 Constitution Ave Reid

Date: Wednesday 10 April 2019

Time: 5:30pm



Present: L Birchall (Unit 7), J Gliddon & P Woonton (Unit 11),
C Webster (Unit 12), H Breen (Unit 16),
Z Newnan & A Humphries (Unit 18), A Brown (Unit 23),
J Elliott (Unit 33), E Carey (Unit 44), S Brooker (Unit 65),
K Kakkad (Unit 66), A Scanlan (Unit 72), A Suman (Unit 78),
C & K Rose (Unit 96), M Gardner (Unit 104)

C Camilleri (Unit 58), A Knol (Unit 97), C Sullivan (Unit 90),
R Baumgart (Unit 19), R Sinclair-Smith (Unit 91) – Executive Committee

Daniel Leskovec - Vantage Strata

Absentee Votes: Hee Ra Kim & Kong Keun Byun (Unit 5), S McTegg (Unit 9),
C Vega (Unit 32), P Gelme & J Gelmy (Unit 53), S Scoular (Unit 64),
J Markovic & R Harrison (Unit 70), P Davies & N Champion (Unit 71),
A Graham (Unit 85), S Metcalf (Unit 93)

Proxies: A Brien (Unit 80) proxy C Camilleri
J Broere (Unit 92) proxy C Camilleri

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

Secretarial Note – Owners are advised that under the Schedule 3.11 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only overturned if, within 28 days after the decision was made, the Owners Corporation is given a petition requiring that the decision be overturned, signed by a majority of people entitled to vote.

In order to comply with the requirement of the Unit Titles (Management) Act 2011 the meeting waited 30 minutes before proceeding as a reduced quorum meeting.

1. CHAIRPERSON, PROXIES AND APOLOGIES

The Chairperson of the Executive Committee welcomed Owners to the meeting and introduced the Committee.

Proxies and Absentee Votes

Acceptance of proxies and absentee votes.

ACCEPTED

2. SPECIAL LEVY FOR ELECTRICITY FOR HOT WATER

Electricity used to heat hot water for the Salt complex is being billed to the common property and not to individual units. The budget did not allow for this expense. This special levy is required to cover the unexpected cost of electricity through to 30 June 2019. It includes costs already incurred.

The next common property electricity bill is estimated to be \$9,000. Funds are not available to pay this bill.

Apart from the unexpected expenses being brought to this meeting, other items in the budget are within estimates.

When Salt was built, the intention was that each unit would be charged for the electricity used to heat water, based on the flow of hot water to the unit. No central point for collecting this data may have been installed and passing on this cost, under ACT legislation, would require an unopposed resolution every time a levy is to be raised. Under NSW legislation, this is not the case.

The installation of the hot water facility is compliant with the building code. Failing to enable individual unit costs for the hot water electricity to be charged would not be considered a building defect.

The Unit Titles (Management) Act 2011 does not allow the body corporate to pass costs on to tenants, so the special levy applies to owners. The body corporate could set up a rule for this, but Vantage Strata advises that this would not be enforceable and, if taken to the Tribunal, Vantage Strata would disclaim responsibility.

Vantage Strata has contacted ActewAGL and Origin to determine if either utility provider could read the meters. No advice from them had been received at the time of the meeting. Vantage Strata and the Executive Committee will continue to look at options for apportioning the electricity costs on usage.

The Executive Committee will write to the ACT Government to advise them of our situation and request alignment of the legislation with NSW.

The solar panels are used to heat water but do not generate electricity.

Going forward, the budget will be amended to include expected electricity costs, including hot water. This revised budget will be presented at the AGM.

Motion 1 was carried with 27 votes in favour and three votes against.

Special Resolution

MOTION 1

It was resolved by Special Resolution that the Owners Corporation authorises the strata manager to strike a Special Hot Water Levy of \$68,000.00 for the current financial year, and that the levy contributions be contributed by owners in accordance with their units of entitlement and payable by one instalment, due on 10 May 2019.

CARRIED



3. SPECIAL LEVY FOR SECURITY GUARD COSTS

The garage door at the Salt complex was damaged in May 2018, before the AGM and the appointment of the Executive Committee. Those in residence at the time, and the developer, raised concerns regarding the safety and security of the residents, their belongings and the complex without the presence of a functioning garage door. Storage cages had previously been broken into.

Vantage Strata arranged for the replacement of the garage door and expected it would be delivered quickly. Vantage Strata noted that CHU, the insurers at the time, provided coverage for security purposes. Later, it was found that the provision under the policy for temporary security was capped at \$5,000. Given the manufacturing requirements for the door, the replacement took longer than expected and the limit for security coverage was exceeded.

There were no break-ins while the security guard was in place. The cost of the security guard was in line with standards, however the guard was in place for longer than anticipated. If a similar situation is to occur, the Executive Committee will request written advice from the insurance broker regarding coverage before incurring expenses.

The building insurance has since been changed to Chubb which has an uncapped limit on temporary security costs. Vantage Strata will upload the current insurance policy to BuildingLink.

Those present at the meeting raised concerns about having to pay the two levies in one instalment. It was agreed to stagger the payments by deferring the payment date for the Special Security Levy to 10 June 2019.

Motion 2 was carried with 25 votes in favour and four votes against. There was one abstention.

Special Resolution

MOTION 2 (Amended)

It was resolved by Special Resolution that the Owners Corporation authorises the strata manager to strike a Special Security Levy of \$19,800.00 for the current financial year, and that the levy contributions be contributed by owners in accordance with their units of entitlement and payable by one instalment, due on 10 June 2019.

CARRIED

4. AMENDMENT TO OWNERS CORPORATION RULES

The Executive Committee noted that the proposed amendments to the Owners Corporation Rules reflected issues that had been raised by residents.

Those present at the meeting discussed the implications of amending the Smoking rules and it was noted that some absentee voters questioned this change.

The body corporate can issue breach notices, however enforcing the rules is not easy, and they cannot monitor inside an individual unit.

Vantage Strata noted that the ACT is expected to follow NSW, which now has legislation that recognises that smoking may cause a hazard to another person and a resident must not allow smoke to drift into the common property or another unit.

At the AGM, the Executive Committee will request a further amendment to the rules to advise that items such as wet-wipes, feminine hygiene products and other solid items must not be flushed down the toilet as this leads to the damaging of equipment used to remove waste from the complex and sewerage overflow.

Motion 3 was carried with 25 votes in favour and four votes against. There was one abstention.



**Special Resolution
MOTION 3**

*It was resolved by Special Resolution that the Owners Corporation adopts and adheres to the amendments in the Owners Corporations Rules and to accept these as the Rules of the Owners Corporation, which supersede and replace all other Rules previously in force.
(see APPENDIX 1)*

CARRIED

5. SINKING FUND REPORT

The Executive Committee Treasurer noted that the original estimates in the sinking fund report were revised to flatten the contributions for repair and maintenance of the lifts.

Motion 4 was carried unanimously.

MOTION 4

*It was resolved that the Owners Corporation adopts the sinking fund report dated 15 March 2019.
Sinking Fund Report – Next review 2023*

CARRIED

MEETING CLOSE

Time: 7:03pm



APPENDIX 1

NOISE

After:

1. Residents should be aware that noise penetrates easily into other units, particularly through balcony doors and windows.

Add:

Where possible, residents should pull doors closed to avoid them slamming shut.

SMOKING

After:

17. Smoking is not permitted in any of the common areas, including the lifts, foyers, hallways or basement car parks.

Add:

Smoking will not be permitted in any part of Salt complex, including inside apartments, in courtyards or on balconies from July 2021.

SECURITY AND SAFETY

After:

38. In the interest of maintaining the security of Salt, all residents and their guests must ensure that security doors are closed firmly after entering or leaving the building including the garage door.

Add:

Residents must keep their keys, security fobs and garage door remote control devices secure at all times.

Lost keys, fobs or remotes must be reported to Strata as soon as practicable.

Add section **MOVING IN AND OUT**

Add:

Residents should be aware that Lift 1 (the front lift) should be booked for removalists through BuildingLink. By booking the lift, the building manager can arrange for exclusive use of the lift and ensure the lift curtains are installed to prevent damage.

Add section **MAINTENANCE – OWNER RESPONSIBILITIES**

Add:

Owners are responsible for the maintenance and repair of all equipment inside their unit. This includes individual unit smoke detectors and air conditioning.





Access
Canberra.

Chief Minister



SR\$3039125

24/11/2020 14:21:00 Wood

3039125

BY OWNERS CORPORATION

SR

Land Titles Act 1925

LODGING PARTY DETAILS		
Name	Email Address	Contact Telephone Number
VANTAGE STRATA	info@vantagestrata.com.au	1800 878 728

TITLE AND LAND DETAILS			
Volume & Folio	District/Division	Section	Block
2338/170	KINGSTON	19	51

UNITS PLAN NUMBER
4435

DETAILS OF ARTICLE/S BEING AMENDED (Insert article number/s)
THE OWNERS CORPORATION RULES ARE TO BE AMENDED IN ACCORDANCE WITH THE DECISION MADE AT THE ANNUAL GENERAL MEETING HELD ON THE 1 ST SEPTEMBER 2020 AND RESOLVED BY THE OWNERS CORPORATION

SUPPORTING DOCUMENTATION (Please tick appropriate item – Original signed copy must be supplied)	COMMON SEAL OF OWNERS CORPORATION (Seal must be affixed)
☒ Sealed copy of Minutes of Meeting ☐ Sealed copy of Resolution/Motion ☐ Other (specify) -	

CERTIFICATION *Delete the inapplicable	
Applicant	
*The Certifier has taken reasonable steps to verify the identity of the Registered Proprietor/Managing Agent or his, her or its Administrator or attorney. *The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document. *The Certifier has retained the evidence to support this Registry Instrument or Document. *The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.	
Signed By: 	Witness Signature: 
<Name of certifying party> Daniel Leskovec <Capacity of certifying party> Strata Manager	Witness Name and Title: Melissa Coles Office Manager
for: <Company name> VANTAGE STRATA on behalf of the Registered Proprietor/Managing Agent	

Vol Signed
EMILY WOOD
Deputy Registrar-General

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by	4	Evidence Manager Appointed	Yes ☐
Registered by	10	Registration Date	

02 DEC 2020

INTRODUCTION

The following by-laws have been established for the mutual benefit of all residents, both owners and tenants, in order to maximise the convenience, comfort and privacy of the residents of Units Plan 4435. At all times and in all matters, the Schedule of the Unit Titles (Management) Act 2011 applies. The rules are to be included as an integral part of any leasing arrangement between a unit owner and the tenant. The Owners Corporation rules are to be read in conjunction with the Default Rules as per the Unit Titles Management Act(UTMA) that are attached with this agenda. It is noted that a rule has no effect to the extent that it is inconsistent with another section of the UTMA 2011 or any other legislation in force.

COMPLAINTS

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

Vantage Strata Pty Limited
P O Box 206
CIVIC SQUARE ACT 2608
info@vantagestrata.com.au
Telephone enquiries: 1800 878 728

Please note that the Owners Corporation will only consider taking action if the complaint is in writing.

Complainants should identify the offender, or their unit number, as well as the time, date and nature of the offence.

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

Incidents that infringe particular laws of the ACT, such as noisy parties or trespassing, should be referred to the ACT Police, especially late at night or where your personal safety is threatened. Police attendance can be requested by phone on 131 444 or 000

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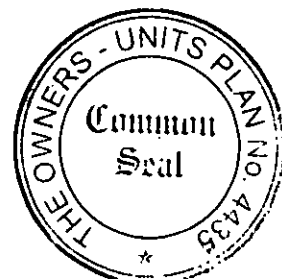
1. Residents should be aware that noise penetrates easily into other units, particularly through balcony doors and windows. Where possible, residents should pull doors closed to avoid them slamming shut.
2. At all times, and specifically between 10.00 pm and 7.00 am, residents must avoid causing any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

VEHICLES AND PARKING

The intention is to ensure the safety and cleanliness of the vehicle areas, and to provide reasonable access to parking for residents and visitors.

Car parking

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



- b) Vehicles are NOT to be parked on common property (see also visitor parking) including the concrete access driveway and on landscaped areas in any position where they may cause an obstruction to others or damage property.
- c) Vehicles must observe a maximum 10 kph speed limit within the complex.
- d) Residents are responsible for cleaning up of any oil spills caused by their vehicles or their guests vehicles and if requested by the Owners Corporation to clean up any spills and in the event that this is not carried out, the cost will be charged back to the resident/and or agent.
- e) In the interest of safety, children are not permitted to ride cycles or play games on the common property driveway areas or in the underground parking areas.
- f) Residents are not allowed to wash cars in the car park.

Visitor parking

- a) Visitor parking is intended for short term visitors only.
- b) The Owners Corporation Executive Committee notes that a short-term visitor is defined as a person who is not a resident and is at the property to visit a resident and either visits for no more than twelve hours at a time or no more than seven days in any fourteen days.
- c) Visitors can only park in visitor marked spaces. A visitor may park in an occupiers' allocated car space or in their garage with their express consent to do so.
- d) Unit owners and occupiers cannot use visitor parking as an "additional" car park for their vehicles or in lieu of their allocated car space or garage. Storing items on common property / in car spaces

Use of Common Property

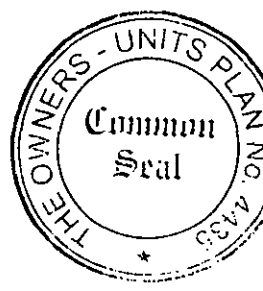
- a) A unit owner or occupier must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner of another unit.
- b) Specifically, a unit owner or occupier must not:
 - (i) store any items on the common property;
 - (ii) obstruct the common property;
 - (iii) dispose of any refuse or rubbish on the common property except in receptacles provided for that purpose; or
 - (iv) hang or display laundry (including rugs and carpets) or other items of clothing in any common areas.
- c) If a unit owner or occupier soils or dirties any part of the common property, the unit owner must clean that part of the common property at the unit owner's cost and expense.

Car Spaces

- a) Car spaces must not to be used as open storage areas. They are permitted for use for the parking of vehicles only including bicycles (unless kept in storage facilities) and motorcycles.
- b) Items other than vehicles, bicycles and motorcycles may only be stored in the relevant storage or cage although properly designed and constructed storage lockers may be located within the confines of an owners parking space after written permission of the Strata Manager on behalf of the Executive Committee has been obtained.

GARBAGE AND RECYCLING

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



3. The **garbage hopper** is for domestic waste only. All rubbish must be placed in the hopper and the hopper lid closed after use.
4. All rubbish should be enclosed in an acceptable outer container, such as an approved garbage bin liner and fastened securely.
5. Residents are encouraged to recycle wherever possible. Large boxes should be collapsed and taken to the recycling hoppers located in the garbage enclosures.
6. Under no circumstances is garbage or recycling to be placed on the floor in front of the garbage hopper, recycling cupboards or on the floor of the garbage area.
7. Unwanted household items such as furniture, bedding etc. are not to be placed in either the garbage or recycling hoppers but should be disposed of by residents at appropriate Government collection areas.
8. Consideration should be given, and noise kept to a minimum, when disposing of rubbish.

Residents identified illegally dumping hard rubbish in the garbage room or on the common property will be notified by the Building Manager to remove these items. Residents who fail to comply with this notice will be charged an administrative fee for the removal of this waste in accordance with section 31 of the Unit Titles (Management) Act 2011.

SMOKING

The intention is to provide an environment that will allow all residents the benefit of smoke free enjoyment of Salt.

9. Smoking is not permitted in any of the common areas, including the lifts, foyers, hallways, or basement car parks. Smoking will not be permitted in any part of Salt complex, including inside apartments, in courtyards or on balconies from July 2021.
10. An occupant must not throw cigarette butts or ash over the balconies or discard them in or on any part of the common property.
11. Smoking on balconies must not cause inconvenience to other residents.

LEGAL FEE RECOVERY

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

VANDALISM AND DAMAGE

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

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

ANIMALS/PETS

We aim to create a safe environment for all residents and pets in compliance with The ACT Government Domestic Animals Act 2000 (the Act)



The Act requires that:

BUILDING ▲ TRUST

- a) Dogs are desexed by 6 months and cats by 3 months unless the owner has a license;.
- b) Dogs and cats must be microchipped;
- c) Dogs must be registered with the ACT Government; and
- d) No owner may have more than 3 dogs and 3 cats without a license.

This information can be verified through official documents and veterinarian records.

The Executive Committee are authorised to make determinations regarding keeping of animals. If a pet owner has not complied with the Act, the Executive Committee are within their rights to review and withdraw a pet application. The maximum timeframe to remove a pet will be 90 days.

The following requirements apply:

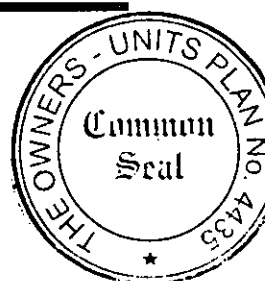
- a) A pet owner is to make a written application to the Strata Manager within 30 days of the pet moving in.
- b) A pet owner is required to update the details of the pet to the Strata Manager within 30 days of a change of circumstances for the purpose of maintaining the Body Corporate's records.
- c)) All pets must be restrained by a leash unless in their private residence.
- d) The carer of a dog must carry suitable equipment and hygienically dispose of any faeces dropped by the dog in a public place.
- e) Pets must not harass people or other animals. A pet is taken to harass a person if, because of its behaviour, the person reasonably fears that the pet is about to attack the person without provocation. A pet is taken to harass an animal if the pet hunts or torments the animal.
- f) Cats must be confined to the unit of the owner or carer.
- g) Pets should not create a nuisance. Section 109 of the Domestic Animals Act 2000 says animal nuisance exists if the keeping or behaviour of an animal causes a condition, state or activity that constitutes:
 - (i) damage to property owned by a person other than the keeper; or
 - (ii) excessive disturbance to a person other than the keeper because of noise; or
 - (iii) danger to the health of an animal or a person other than the keeper

The ACT Government Domestic Animal Services has oversight of the Domestic Animals Act 2000 and are authorised to investigate and potentially fine the pet owner or seize an animal that has violated one of the above legislation requirements. Nuisance complaints should be sent in writing to the Registrar through Access Canberra

ALTERATIONS

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

- 15. Alterations and additions must not be undertaken without the prior written consent of the Executive Committee.
- 16. Alterations include the erection of any structure (such as external blinds, screens, pergolas, awnings, satellite dishes or other shade devices), painting or otherwise altering the external façade or appearance of the building, modifications of any air conditioning, heating or ventilation system or associated piping or ducting servicing a unit.



17. All requests for alterations should be forwarded to the Strata Manager for consideration by Executive Committee. (In the case of tenants, requests should be submitted to the Managing Real Estate Agent in the first instance).
18. Approval is unlikely to be given to any alterations that will impact on the privacy/amenity of another resident or that is not in keeping with the general appearance of the complex.
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The intention is to protect the safety of all residents.

20. Security is provided through security access fobs.
21. Additional security fobs are available from Vantage Strata. All additional fobs must be formally requested in writing by the owners of the unit or their authorised agent. All additional keys must be formally requested in writing by the owners of the unit or their authorised agent.
22. All faults with the security system and/or individual residents' access fobs should be reported to Vantage Strata.
23. In the interest of maintaining the security of Salt, all residents and their guests must ensure that security doors are closed firmly after entering or leaving the building including the garage door.
24. Residents must keep their keys, security fobs and garage door remote control devices secure at all times. Lost keys, fobs or remotes must be reported to Strata as soon as practicable.
25. Unknown or unauthorised persons must not be admitted to the building.
26. For safety and appearance, residents are not to store any items in common property areas including entrance foyers, stairwells, access pathways or in vehicle parking spaces. The storage cages provided for units are to be used for this purpose.

The Owners Corporation is unable to provide after hour's access to residents if they are locked out of the building. In these instances, residents should make alternate arrangements, for example, leaving an additional set of access keys with a friend or relative.

EVACUATION FROM THE BUILDING IN AN EMERGENCY

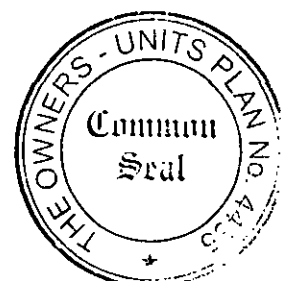
27. In the event of an evacuation, and in the event that it is safe to do so, ensure you take your swipe cards and unit keys with you to enable you to re-enter the building when it is deemed safe to do so by the Fire Brigade.

MOVING IN AND OUT

28. Residents should be aware that Lift 1 (the front lift) should be booked for removalists through BuildingLink. By booking the lift, the building manager can arrange for exclusive use of the lift and ensure the lift curtains are installed to prevent damage.

MAINTENANCE – OWNER RESPONSIBILITIES

29. Owners are responsible for the maintenance and repair of all equipment inside their unit. This includes individual unit smoke detectors and air conditioning.



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

REAL ESTATE SIGNAGE

- a) Unit owners or occupiers are not permitted to display any signs, sandwich boards or other advertising material in any visible external windows to their unit.
- b) Temporary signs including "For Lease", "Open for Inspection" or any other sign of this nature can only be displayed on the boundary of the complex (and in relation to "For Lease" signs a maximum of 30 days from the date of erection and in relation to "Open for Inspection" sign for no more than 24 hours, the signage must be removed after this period.
- c) Temporary signs relating to "For Sale", can only be displayed on the boundary of the complex until 30 days after contracts for sale have exchanged. The signage must be removed after this period.
- d) Signs found to have remained in place after these periods will be treated as abandoned rubbish, and the cost to remove these signs off common property may be charged back to the advertised unit and/or agent.
- e) Duplicate signs, for example, from the same agent for the same purpose are not allowed.

ELECTRONIC MEETINGS

In an effort to streamline the process and reduce the associated cost for owners seeking permission from the Owners Corporation for certain matters (such as in the case of an owner seeking exclusive use of the common property), it is recommended that a Rule be adopted to enable on-line / digital meetings

Attendance

- a) A unit owner may attend and participate in a general meeting of the Owners Corporation and/or a meeting of the Executive Committee by means of teleconference, videoconferencing, or other electronic means from a remote location ("electronic attendance"), provided the unit owner is able to:
 - i. communicate with other participants in the meeting; and
 - ii. participate in the meeting and engage with the other participant's at the meeting
- b) Where a unit owner has participated in a meeting through electronic attendance they are deemed to be present at the meeting for the purposes of calculating a quorum for the meeting.
- c) There is no limit to the number of unit owners who may participate in a meeting by electronic attendance. However, the Owners Corporation and Executive Committee may require that unit owners provide notice of electronic attendance prior to the meeting to allow for practical arrangements to be made

Participation

- a) Where a unit owners participates in a general meeting of the Owners Corporation or a meeting of the Executive Committee through electronic attendance the unit owner may participate in all aspects, including:
 - i. participating in debate at the meeting; and
 - ii. voting in resolutions at the meeting



- a) Decision making at general meetings of the Owners Corporation and meetings of the Executive Committee may be undertaken by electronic means prior to a general meeting (premeeting electronic voting). Pre-meeting electronic voting includes;
- i. voting by means of email submission of ballot papers;
 - ii. voting by means of accessing a website and submitting an online ballot paper;
 - iii. voting by means of utilising an electronic application and submitting a ballot paper;

and

- iv. voting by alternative electronic method as agreed by the Owners Corporation or Executive Committee.
- b) At least 10 days prior to the meeting, the Owners Corporation or Executive Committee must notify all unit owners that pre-meeting electronic voting is taking place and provide:
- i. a declaration form requiring the voter to state their name, capacity to vote, (if relevant to resolution) unit entitlement; and (if relevant) the name and capacity of the person who is giving a proxy vote;
 - ii. the resolution to be voted on (including any explanatory material)
 - iii. instructions for completing the ballot paper and indicating the voter's choice;
 - iv. instructions for submitting the ballot paper (including an email address for return if applicable), and the final date and time for submission of the ballot paper;
 - v. a statement as to whether the resolution may be amended by a further motion given at the meeting after the pre-meeting electronic voting takes place, and the effect of this on the pre-meeting electronic voting.
- c) The Owners Corporation or Executive Committee may require that the above procedure is amended to provide for anonymous pre-meeting electronic voting.



MINUTES OF THE ANNUAL GENERAL MEETING
OF THE OWNERS OF UP 4435
'SALT'
29 DAWES STREET, KINGSTON, ACT, 2614

Venue: Meeting held online via 'Zoom'

Date: Tuesday 1st September 2020

Time: 5:30pm

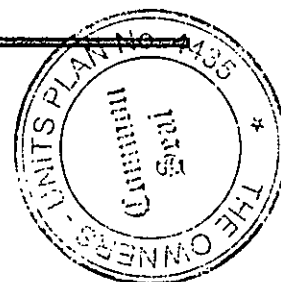
Present:

L Birchall	Unit 7
Z Newnan & A Humphries	Unit 18
R Baumgart	Unit 19
W Dennis	Unit 29
C Vega	Unit 32
J Elliott	Unit 33
N Frost	Unit 38
D De Silva & C Camilleri	Unit 58
M Dipaolo & A Esber	Unit 60
S Brooker	Unit 65
K Kakkad	Unit 66
S Spaseski	Unit 68
P Davies & N Champion	Unit 71
A Scanlan	Unit 72
P Flynn	Unit 79
K Wines	Unit 88
C Sullivan	Unit 90
R Sinclair-Smith	Unit 91
K Rose	Unit 96
A Knol	Unit 97

Proxies: Nil

Absentee

<u>Votes:</u>	D De Silva & C Camilleri	Unit 58	Yes to all motions except motion 14
	P Flynn	Unit 58	Yes to all motions except motions 8 and 14.
	A Graham	Unit 85	Yes to motion 1-13, No to Motion 14-16



Apologies: Nil

In Attendance: D Leskovec Strata Manager, Vantage Strata
A Scott Building Manager, Vantage Strata

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

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

CHAIRPERSON, PROXIES AND APOLOGIES

It was **resolved** that Ms C Camilleri chair the meeting. The meeting commenced at 6:00pm noting a reduced quorum.

No proxies were received prior to the meeting, it was noted that some in attendance had also submitted absentee votes due to uncertainty around voting via zoom. The Strata Manager confirmed that the Absentee Votes would be used for voting by these members unless indicated otherwise and this would be confirmed on each motion.

CARRIED.

ADOPTION OF MINUTES

The meeting was provided with the opportunity to raise any concerns regarding the minutes from the previous Annual General Meeting.

It was noted the N Frost of unit 38 had not been listed as in attendance but had been present at the meeting. This is to be updated. No other amendments were requested.

MOTION 1: It was **resolved** that the minutes of the Previous Annual General Meeting subject to the above amendment being completed be confirmed.

CARRIED.

Note to the Minutes: The attendance list of the previous AGM has been amended and the minutes are available in their correct form on the Building Link Library.



INSURANCE

MOTION 2: *It was resolved that the Owners Corporation authorise the Executive Committee by special resolution, upon renewal of the existing insurance policy, to act on its behalf to:*

- a) obtain quotations,*
- b) give consideration to premium funding the policy if necessary,*
- c) to place and/or renew the insurance policy on terms that the Committee considers appropriate.*

CARRIED – No Dissent Noted.

FINANCES

MOTION 3: *It was resolved that the financial accounts for the period from 01/07/2019 to 30/06/2020 as presented be accepted.*

CARRIED.

STRATA MANAGEMENT AGENCY AGREEMENT

MOTION 4: *It was resolved that the Owners Corporation agree and accept the recommendations of the Executive Committee to enter into a contractual arrangement with a Strata Manager and Building Manager for the provision of Strata and Building Management Services for a period of 2 years commencing 01 September 2020.*

CARRIED.

BUDGET DISCUSSION

The meeting discussed the proposed budget in detail with further information provided regarding the items of security, the basement clean, and the Building and Strata Management fees.

It was noted that at the previous AGM it was discussed to change levy payments to quarterly instalments rather than bi-annual. However, due to cash flow planning it is recommended that the Owners Corporation continue on bi-annual instalments.

The meeting discussed the possibility of some Owners considering a payment plan option by making regular payments via BPAY and DEFT.

Ultimately it was agreed that the Administration Fund levies be payable by quarterly instalments in line with the decision at the previous meeting.



ADMINISTRATION FUND

MOTION 5 (amended): *It was resolved that the Administration Fund budget of \$434,200 (including GST) for the period 01/07/2020 to 30/06/2021 be adopted and that a contribution be determined to the Administration Fund equal to the sum of the budget, to be contributed by owners in accordance with their unit entitlements and payable by four equal instalments due on 01/10/2020, 01/12/2020, 01/02/2021 and 01/04/2021.*

CARRIED.

SINKING FUND CONTRIBUTION

The Managing Agent advised that the Sinking Fund contribution was proposed in accordance with the Sinking Fund report.

MOTION 6 (Amended): *It was resolved that a contribution of \$46,104 (excluding GST) as per the Sinking Fund Forecast Report be determined to the sinking fund for the period 01/07/2020 to 30/06/2021, to be contributed by owners in accordance with their unit entitlements and payable by four equal instalments due on 01/10/2020, 01/12/2020, 01/02/2021 and 01/04/2021.*

CARRIED.

EXECUTIVE COMMITTEE ELECTION

MOTION 7: *It was resolved that the Owners Corporation elects an Executive Committee of between 3-7 members from nominations of eligible members. The following nominations were received and accepted;*

R Baumgart (Unit 19), N Frost (Unit 38), C Camilleri (Unit 58), S Spaseski (Unit 68) K Wines (Unit 88), C Sullivan (Unit 90) and R Sinclair-Smith (Unit 91) .

CARRIED.

RULE AMENDMENTS

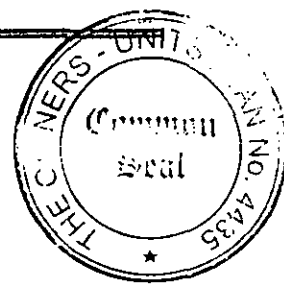
The following Rule Amendments were proposed and discussed by the meeting.

Of particular contention was the section of the rules regarding parking and how these areas are monitored – specifically the consequences associated for breaching these rules and residents using car spaces as additional storage.

The Strata Manager advised that the first step required in order to effectively manage this area is for the Owners Corporation to develop a defined set of which can be registered with Access Canberra. This will then give the Body Corporate more authority to enforce these rules should residents be found in breach.

Once registered copies of the rules will be provided to all Owners, Agents and Tenants.

It was also noted that rules can be amended at any time via a General Meeting should they need to be adjusted or have additional items included.



MOTION 8: It was resolved by Special Resolution that the Owners Corporation agrees to add the following Rules in relation to car parking to the existing Rules for Units Plan 4435 to be registered on title by Vantage Strata with Access Canberra:

CARRIED, 1 vote opposed all other votes in favour.

CAR PARKING:

Vehicles and parking

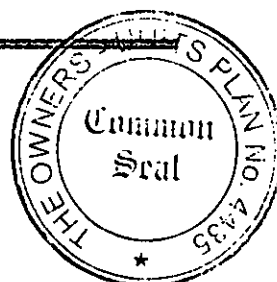
The intention is to ensure the safety and cleanliness of the vehicle areas, and to provide reasonable access to parking for residents and visitors.

Car parking

- (a) Residents should only park their vehicles in their unit's allocated car space. Do NOT block or use other residents' car parking space without their express consent to do so.
- (b) Vehicles are NOT to be parked on common property (see also visitor parking) including the concrete access driveway and on landscaped areas in any position where they may cause an obstruction to others or damage property.
- (c) Vehicles must observe a maximum 10 kph speed limit within the complex.
- (d) Residents are responsible for cleaning up of any oil spills caused by their vehicles or their guests vehicles and if requested by the Owners Corporation to clean up any spills and in the event that this is not carried out, the cost will be charged back to the resident/and or agent.
- (e) In the interest of safety, children are not permitted to ride cycles or play games on the common property driveway areas or in the underground parking areas.
- (f) Residents are not allowed to wash cars in the car park.

Visitor parking

- (a) Visitor parking is intended for short term visitors only.
- (b) The Owners Corporation Executive Committee notes that a short-term visitor is defined as a person who is not a resident and is at the property to visit a resident and either visits for no more than twelve hours at a time or no more than seven days in any fourteen days.
- (c) Visitors can only park in visitor marked spaces. A visitor may park in an occupiers' allocated car space or in their garage with their express consent to do so.



- (d) Unit owners and occupiers cannot use visitor parking as an "additional" car park for their vehicles or in lieu of their allocated car space or garage.

Storing items on common property / in car spaces

Use of Common Property

- (a) A unit owner or occupier 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 of another unit.
- (b) Specifically, a unit owner or occupier must not:
- (i) store any items on the common property;
 - (ii) obstruct the common property;
 - (iii) dispose of any refuse or rubbish on the common property except in receptacles provided for that purpose; or
 - (iv) hang or display laundry (including rugs and carpets) or other items of clothing in any common areas.
- (c) If a unit owner or occupier soils or dirties any part of the common property, the unit owner must clean that part of the common property at the unit owner's cost and expense.

Car Spaces

- (a) Car spaces must not to be used as open storage areas. They are permitted for use for the parking of vehicles only including bicycles (unless kept in storage facilities) and motorcycles.
- (b) Items other than vehicles, bicycles and motorcycles may only be stored in the relevant storage or cage although properly designed and constructed storage lockers may be located within the confines of an owners parking space after written permission of the Strata Manager on behalf of the Executive Committee has been obtained.

MOTION 9: *It was resolved by Special Resolution that the Owners Corporation agrees to add the following Rules in relation to pets and other animals to the existing Rules for Units Plan 4435 to be registered on title by Vantage Strata with Access Canberra:*

CARRIED - No Dissent Noted.

PETS AND OTHER ANIMALS

Animals

We aim to create a safe environment for all residents and pets and in compliance with *The ACT Government Domestic Animals Act 2000* (the Act).

The Act requires that:

- (a) Dogs are desexed by 6 months and cats by 3 months unless the owner has a license;
- (b) Dogs and cats must be microchipped;
- (c) Dogs must be registered with the ACT Government; and
- (d) No owner may have more than 3 dogs and 3 cats without a license.

This information can be verified through official documents and veterinarian records.

The Executive Committee are authorised to make determinations regarding keeping of animals. If a pet owner has not complied with the Act, the Executive Committee are within their rights to review and withdraw a pet application. The maximum timeframe to remove a pet will be 90 days.

The following requirements apply:

- (a) A pet owner is to make a written application to the Strata Manager within 30 days of the pet moving in.
- (b) A pet owner is required to update the details of the pet to the Strata Manager within 30 days of a change of circumstances for the purpose of maintaining the Body Corporate's records.
- (c) All pets must be restrained by a leash unless in their private residence.
- (d) The carer of a dog must carry suitable equipment and hygienically dispose of any faeces dropped by the dog in a public place.
- (e) Pets must not harass people or other animals. A pet is taken to harass a person if, because of its behaviour, the person reasonably fears that the pet is about to attack the person without provocation. A pet is taken to harass an animal if the pet hunts or torments the animal.
- (f) Cats must be confined to the unit of the owner or carer.
- (g) Pets should not create a nuisance. Section 109 of the Domestic Animals Act 2000 says animal nuisance exists if the keeping or behaviour of an animal causes a condition, state or activity that constitutes:



- i. damage to property owned by a person other than the keeper; or
- ii. excessive disturbance to a person other than the keeper because of noise; or
- iii. danger to the health of an animal or a person other than the keeper.

The ACT Government Domestic Animal Services has oversight of the Domestic Animals Act 2000 and are authorised to investigate and potentially fine the pet owner or seize an animal that has violated one of the above legislation requirements. Nuisance complaints should be sent in writing to the Registrar through Access Canberra.

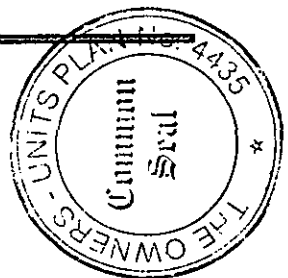
MOTION 10: *It was resolved by Special Resolution that the Owners Corporation agrees to add the following Rules in relation real estate signage to the existing Rules for Units Plan 4435 to be registered on title by Vantage Strata with Access Canberra:*

CARRIED - No Dissent Noted.

REAL ESTATE SIGNAGE

Signage and advertising

- (a) Unit owners or occupiers are not permitted to display any signs, sandwich boards or other advertising material in any visible external windows to their unit.
- (b) Temporary signs including "For Lease", "Open for Inspection" or any other sign of this nature can only be displayed on the boundary of the complex (and in relation to "For Lease" signs a maximum of 30 days from the date of erection and in relation to "Open for Inspection" sign for no more than 24 hours, the signage must be removed after this period.
- (c) Temporary signs relating to "For Sale", can only be displayed on the boundary of the complex until 30 days after contracts for sale have exchanged. The signage must be removed after this period.
- (d) Signs found to have remained in place after these periods will be treated as abandoned rubbish, and the cost to remove these signs off common property may be charged back to the advertised unit and/or agent.
- (e) Duplicate signs, for example, from the same agent for the same purpose are not allowed.



MOTION 11: *It was resolved by Special Resolution that the Owners Corporation agrees to add the following Rules in relation to electronic meetings to the existing Rules for Units Plan 4435 to be registered on title by Vantage Strata with Access Canberra:*

CARRIED - No Dissent Noted.

ELECTRONIC MEETINGS

In an effort to streamline the process and reduce the associated cost for owners seeking permission from the Owners Corporation for certain matters (such as in the case of an owner seeking exclusive use of the common property), it is recommended that a Rule be adopted to enable on-line / digital meetings.

Attendance

- (a) *A unit owner may attend and participate in a general meeting of the Owners Corporation and/or a meeting of the Executive Committee by means of teleconference, video-conferencing, or other electronic means from a remote location ("electronic attendance"), provided the unit owner is able to:*
 - (i) *communicate with other participants in the meeting; and*
 - (ii) *participate in the meeting and engage with the other participant's at the meeting.*
- (b) *Where a unit owner has participated in a meeting through electronic attendance they are deemed to be present at the meeting for the purposes of calculating a quorum for the meeting.*
- (c) *There is no limit to the number of unit owners who may participate in a meeting by electronic attendance. However, the Owners Corporation and Executive Committee may require that unit owners provide notice of electronic attendance prior to the meeting to allow for practical arrangements to be made.*

Participation

- (a) *Where a unit owners participates in a general meeting of the Owners Corporation or a meeting of the Executive Committee through electronic attendance the unit owner may participate in all aspects, including:*
 - (i) *participating in debate at the meeting; and*
 - (ii) *voting in resolutions at the meeting.*

Pre-Meeting Electronic Voting

- (a) *Decision making at general meetings of the Owners Corporation and meetings of the Executive Committee may be undertaken by electronic means prior to a general meeting (pre-meeting electronic voting). Pre-meeting electronic voting includes:*



- and
- (i) voting by means of email submission of ballot papers;
 - (ii) voting by means of accessing a website and submitting an online ballot paper;
 - (iii) voting by means of utilising an electronic application and submitting a ballot paper;
 - (iv) voting by alternative electronic method as agreed by the Owners Corporation or Executive Committee.
- (b) At least 10 days prior to the meeting, the Owners Corporation or Executive Committee must notify all unit owners that pre-meeting electronic voting is taking place and provide:
- (i) a declaration form requiring the voter to state their name, capacity to vote, (if relevant to resolution) unit entitlement; and (if relevant) the name and capacity of the person who is giving a proxy vote;
 - (ii) the resolution to be voted on (including any explanatory material);
 - (iii) instructions for completing the ballot paper and indicating the voter's choice;
 - (iv) instructions for submitting the ballot paper (including an email address for return if applicable), and the final date and time for submission of the ballot paper;
 - (v) a statement as to whether the resolution may be amended by a further motion given at the meeting after the pre-meeting electronic voting takes place, and the effect of this on the pre-meeting electronic voting.
- (c) The Owners Corporation or Executive Committee may require that the above procedure is amended to provide for anonymous pre-meeting electronic voting.

RUBBISH REMOVAL

MOTION 12: *It was resolved by Special Resolution that the Owners Corporation agrees to add the following Rules in relation to rubbish removal and a charge to those found illegal dumping waste to the existing Rules for Units Plan 4435 to be registered on title by Vantage Strata with Access Canberra:*

CARRIED - No Dissent Noted.

Residents who are identified illegally dumping hard rubbish in the garbage room or on the common property will be notified by the Building Manager to remove these items. Residents who fail to comply with this notice will be charged an administrative fee for the removal of this waste in accordance with section 31 of the Unit Titles (Management) Act 2011.

BOLLARD INSTALLATION

The Strata Manager presented three quotes that had been received for installing bollards along the nature strip and the driveway area, the costs for these ranged between \$1000 to \$6000 dollars.

In addition to this, the Building Manager advised those present that another complex following a renovation to their gardens, had a number of surplus plants which could be provided at a reduced cost to Salt. These could be used in conjunction with the bollards to not only prevent damage to the nature strip, but improve the aesthetics of the area.



Those present at the meeting were in favour of proceeding with a mix of both plants and bollards, though it was noted that any local area council requirements would need to be confirmed prior to works commencing.

Motion 13 (amended): *It was resolved that the Owners Corporation authorise the Executive Committee, upon review of quotations received (to not exceed \$5,000), to act on its behalf to install bollards and plants along the driveway in order to protect the lawn areas in front of the complex.*

CARRIED.

BIKE STORAGE

The meeting discussed this proposed motion noting concerns of bike users brining bikes up into the building via the lifts and the potential for damage. Several residents raised concerns about the loss of additional visitors parking spaces which in current circumstances are often full.

Motion 14: *That the Owners Corporation approve the changing of the three small visitors car spaces on Basement level 1 to be converted to a loading bay and location for bike storage for use by all residents.*

FAILED – 6 votes in favour, 2 abstained, 10 votes opposed.

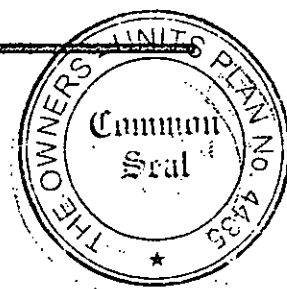
ANCHOR POINT INSTALLATION AND BUILDING CLEANING

The meeting discussed the installation of abseil anchor points at the building. S Spaseski and the Strata Manager advised it is not a mandatory building requirement in the ACT to install abseil anchors, the building does have the appropriate and required arresting fall anchors but these are not suitable for the work required to clean the building.

The Building Manager advised the meeting that he had been able to negotiate a contract for the cleaning of the building and the installation of the required anchor points with the costs to be amortised over 3 years. This has been presented to the Committee for further review in conjunction with the works to be completed bby the insurance company regarding a clean of the building.

Motion 15: *It was resolved that the Owners Corporation authorise the Executive Committee, upon receipt of quotations to act on its behalf to install anchor points with the cost to be spread over a three year contract (to not exceed \$5,000 per year) and upon receipt of quotations to engage a suitable contractor to undertake annual window and balustrade cleaning and spider spraying with those costs included in future administration funds budgets starting from 01/072021.*

CARRIED – 15 votes in favour, 1 abstained, 1 vote opposed.



HOT WATER SERVICE AND ELECTRICITY COSTS

The meeting discussed the issue concerning the electricity costs required when providing hot water to individual units.

At the moment the individual consumption costs are being billed to the Body Corporate, due to the system installed by the Developer during construction.

Currently, there is no way to recover these costs under the current legislation unless passed by an unopposed resolution (as noted in the 2019 AGM). However, as of 01 November 2020 there will be amendments to the Unit Titles Management Act that will come into effect which will allow such a resolution to be passed via a Special Resolution rather than requiring an Unopposed Resolution.

Subject to this approval, the Owners Corporation could implement a system to enable billing individual units for the electricity consumed for their hot water.

Motion 16: *It was resolved by Special Resolution that the Owners Corporation authorise the Executive Committee, upon changes and in compliance ACT Government legislation (scheduled for November 2020), to enact on its behalf, amendments pursuant to section 78(2) of the Unit Titles (Management) Act 2011, consumption charges, including all utility charges, incurred by the Owners Corporation to be levied to individual unit owners in accordance to the following methodology:*

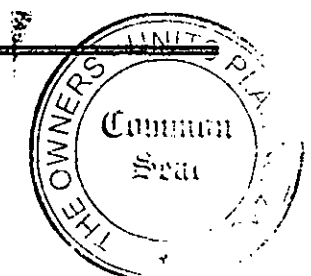
- (a) All establishment, supply and or general charges to be levied to all unit owners in accordance with their unit entitlement;*
- (b) Where specific consumption charges can be calculated and attributed to one or more individual unit owners (including by metering), that those owners be levied with those charges; and*
- (c) All consumption charges other than those attributed to one or more individual units owners be levied to all remaining unit owners in accordance with their unit entitlement.*

CARRIED – 15 votes in favour, 2 votes opposed.

GENERAL BUSINESS

Additional Planting at the complex.

A request was received that the EC explore options for planting/landscaping the walkway on the southern side of the building. Noting the plants available from the other complex as discussed during the motion regarding the installation of bollards this will be investigated further by the Executive Committee.



Electric car charging spot.

It was requested that some further consideration be given to the idea of having at least one of the visitors parking spaces be able to be used as a charging point for Electric Vehicles.

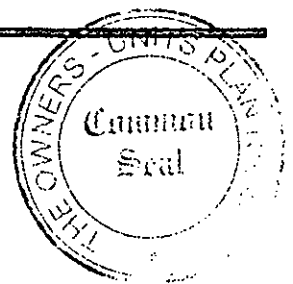
Building and Strata Manager details to be sent.

It was noted that the Building Manager at the complex has changed and some residents may not be aware of these details. The Strata Manager to send an advisory email to all owners and residents confirming the details of both the Strata and Building Manager.

Spider spray.

It was raised that a large amount of Redback Spiders have been noted in the tiled common areas. The Strata and Building Manager to arrange an inspection/quotes for a spider spray of this area and other common property areas such as stairwells and hallways etc for the Executive Committee to consider further.

There being no further business the meeting was closed at 8:15pm.



Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions[†]

A1 The Owners—Units Plan No 4435

A2 General meeting

Date (or dates) of general meeting
at which the reduced quorum
decision or decisions were made— 01 September 2020

Tick applicable box, or both boxes if applicable:

☐ Regularly convened

The general meeting was regularly
convened (not following any
adjournment under UTMA s 3.9(3)
or (6)(a), part 3.1, schedule 3).

☐ Convened after
adjournment

The general meeting was convened
following an adjournment or
adjournments (under UTMA
s 3.9(3) or (6)(a), part 3.1,
schedule 3).

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
01 September 2020	As per 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.



[Affix owners corporation seal in accordance with the corporation articles]



[†] In this notice, *UTMA* means the *Unit Titles (Management) Act 2011*.

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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



B2 *When does a reduced quorum decision take effect?*

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

B3 *How may reduced quorum decisions be disallowed?*

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

The petition must—

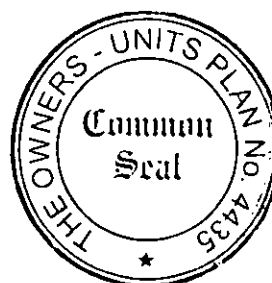
- state the resolution or resolutions to which it applies; and
- be signed by a majority of persons entitled to vote at a general meeting of the owners corporation (a person may sign whether or not he or she attended the meeting); and
- be given to the owners corporation before the decision's date of effect (see B2 above).

B4 *How may reduced quorum decisions be confirmed?*

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

B5 *How may reduced quorum decisions be revoked?*

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





Access
Canberra.

Chief Minister



SR\$3117858

29/10/2021 14:52:40 Eiri P

3117858

BY OWNERS CORPORATION

Land Titles Act 1925

SR

Settlements ACT

GPO Box 2193

CANBERRA ACT 2601

Tel: (02) 6185 1912

E: settlements.act@bigpond.com

LODGING PARTY DETAILS

Name	Email Address	Contact Telephone Number
Vantage Strata	info@vantagestrata.com.au	1800 878 728

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2338:71	KINGSTON	19	51	4435

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

The owner's corporation rules are to be amended in accordance with the decision made at the Annual General meeting held on the 21 September 2021 and resolved by the owner's corporation

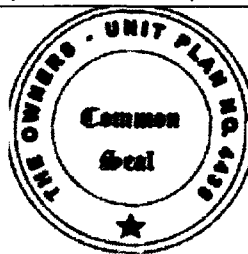
SUPPORTING DOCUMENTATION

(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 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:

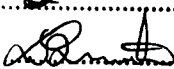
Daniel Kade Leskovec
Senior Strata Manager

Melissa Coles
Office Manager

for: Vantage Strata Pty Ltd

on behalf of the Registered Proprietor/Managing Agent

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by	TA	Evidence Manager Appointed	Yes ☐
Registered by	AS	Registration Date	09/11/2021

VOI Sighted x1.....
 Change of Name by.....NA.....
 Category.....3.....
 Sighted by .......
 Date.....29/10/21.....

MINUTES OF ANNUAL GENERAL MEETING
OF THE OWNERS OF UP 4435
‘SALT’

29 Dawes Street, Kingston, ACT, 2604

Venue: Via Zoom Teleconference

Date: Tuesday, 21 September 2021

Time: 5:30PM

Attendees: Z. Newnan & A. Humphries (Lot 18) R. Baumgart (Lot 19) J. Elliott (Lot 33)
M. Douglass (Lot 55) B. Lo (Lot 61) S. Brooker (Lot 65)
S. Spaseski (Lot 68) P. Davies & N. Champion (Lot 71)
C. Sara (Lot 85) R. Sinclair-Smith (Lot 91)
C. Sullivan (Lot 90) Admich Investments Pty Ltd (Lot 105)

Present: Gidget Palmer, Grace Newton & Oliva Adams (Vantage Strata)

CHAIRPERSON, PROXIES AND APOLOGIES

Confirmation of Chairperson: For the purpose of the meeting Richard Baumgart (Lot 19) was the chairperson.

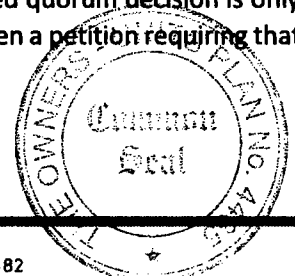
Acceptance of Proxies: Connie Lo (Lot 56) IFO Ben Lo (Lot 61).

Absentees: Jason Wilding (Lot 17) IFO all motions

Apologies: Paul Flynn (Lot 79), Connie Lo (lot 56), Peter Hancock (Lot 30) & Jason Wilding (Lot 17)

Declaration of a Quorum: A quorum was not present and the meeting waited 30 minutes before voting. The meeting opened at 6PM.

Secretarial Note - Owners are advised that under the Schedule 3.11 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only overturned if, within 28 days after the decision was made, the Owners Corporation is given a petition requiring that the decision be overturned, signed by a majority of people entitled to vote



ADOPTION OF MINUTES

MOTION 1: It was **resolved** that the minutes of the previous Annual General Meeting be confirmed.

CARRIED

INSURANCE

The insurance cover held by the Owners Corporation is summarised below:

Insurance Company / Policy Number	CHUBB Insurance Company of Australia Ltd / 01GS543976
Renewal Date	28 February 2022
Building Sum Insured	\$37,370,000
Public Liability Sum Insured	\$20,000,000
Office Bearers Liability Sum Insured	\$2,000,000
Excess on Claims	Standard: \$1,000 Water Damage: \$2,500

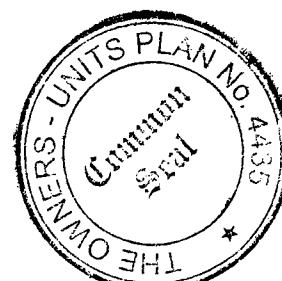
Insurance Valuation

Dated: 09 November 2021
Prepared By: QIA Group
Recommended Insurance Value: \$37,000,000

MOTION 2 (Special Resolution): It was **resolved** that the Owners Corporation authorise the Executive Committee by Special Resolution, upon renewal of the existing insurance policy, to act on its behalf to:

- a) obtain quotations,
- b) give consideration to premium funding the policy, if necessary,
- c) to place and/or renew the insurance policy on terms that the Committee considers appropriate.

CARRIED



FINANCES

MOTION 3: It was **resolved** that the financial accounts for the period **01 July 2020 to 30 June 2021** as presented be accepted.

CARRIED

AUDITED FINANCIALS

MOTION 4: It was **resolved** that upon conclusion of the current financial year, the Owners Corporation authorise the Manager to have the financial statements audited with a view to having the audited financials presented at the next Annual General Meeting for consideration.

CARRIED

BUDGET DISCUSSION

ADMINISTRATION FUND

C Sullivan provided an overview of the budget as detailed within the AGM Agenda. C Sullivan explained that the levies are lower by 8% this year. He also stated the Sinking Fund is currently larger than expected since previous levies were misaligned with the Sinking Fund Plan. This amount will return to the normal accumulation next year.

MOTION 5: It was **resolved** that the Administration Fund budget of \$356,409.09 Plus GST for the period 01 July 2021 to 30 June 2022 be adopted and that a contribution be determined to the Administration Fund equal to the sum of the budget, to be contributed by owners in accordance with their Units of Entitlement and payable by four (4) equal instalments due on 01 October 2021, 01 December 2021, 01 March 2022 and 01 June 2022.

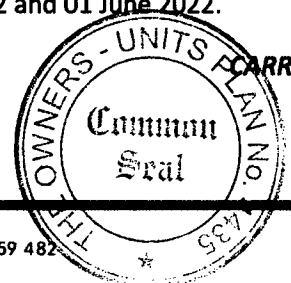
CARRIED

Owners' corporation had agreed on an additional \$10,000 total towards Security upgrades for the building. \$5,000 towards the 'Stage 3' security upgrade access control in lifts and \$5,000 for contingency to obtain quotes for swipe access on fire doors.

SINKING FUND CONTRIBUTION

MOTION 6: It was **resolved** that a contribution of \$57,100.00 plus GST be determined to the Sinking Fund for the 01 July 2021 to 30 June 2022 to be contributed by owners in accordance with their Units of Entitlement and payable by four (4) equal instalments due on 01 October 2021, 01 December 2021, 01 March 2022 and 01 June 2022.

CARRIED



Sinking Fund Report

Dated: 15 March 2021
Prepared By: QIA Group
Date to Be Reviewed: March 2024

MAINTENANCE

MAINTENANCE SCHEDULE

MOTION 7: It was **resolved** that the Owners Corporation authorise the Executive Committee to appoint a suitable contractor to undertake a maintenance schedule report as required under the Unit Titles (Management) Act 2011.

CARRIED

FIRE SAFETY REVIEW

Annual Fire Safety Certificate

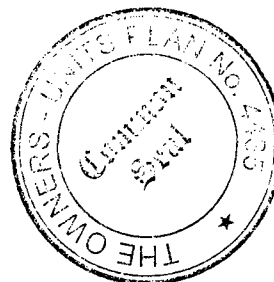
Dated: 14 January 2021
Prepared By: 360 Degree Fire

EXECUTIVE COMMITTEE ELECTION

MOTION 8: It was **resolved** that the Owners Corporation elects an Executive Committee between 3-7 members from nominations of eligible members.

CARRIED

<u>Position</u>	<u>Name</u>	<u>Lot</u>
Chairperson	Richard Baumgart	19
Treasurer	Carter Sullivan	90
Secretary	Sylvia Spaseski	68
Member	Robert Sinclair-Smith	91
Member	Brett Dickson	94



G Palmer was asked to provide clarification regarding resignations and appointments to the EC throughout the year. The previous Executive Committee was thanked for all their hard work throughout last year.

(Note: Once the committee has been elected at the AGM they form the committee for the year. If a committee member resigns, a casual member may take the position until formally elected at the next AGM. Additional committee members cannot join or be added to the committee throughout the year they must be elected at the AGM).

RULE AMENDMENTS

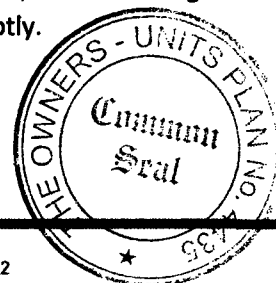
Urgent and more sophisticated security upgrades have been implemented in response to a number of break-ins and damage to property resulting from access to the building using lost or stolen keys. The Executive Committee is recommending the following rules be added to address this issue. The rules apply to all units including those in short-term letting (e.g., Airbnb or house sitting, cleaners, carers). The rules are consistent with similar properties in the ACT.

Security of Common Property

- (a) A unit owner or occupier (including tenants) must take reasonable care to ensure that access to common areas is only available to bona fide occupiers of a unit, including by:
 - (i) ensuring that fire and security doors are locked or closed when they are not in use;
 - (ii) reporting the loss of any security card, access fob, key or other security device to the Strata Manager immediately; and
 - (iii) not storing security cards, access fobs, keys or other security devices in or on any area of common property, within letterboxes or beyond the boundaries of the complex, even if within a lockbox or other storage device.**
- (b) If a unit owner or occupier (including tenants) is found to be in breach of these rules and the behavior is not rectified, the Executive Committee may issue an infringement notice and present the matter to ACAT in accordance with the details and processes listed in the Unit Titles (Management) Act 2011.
- (c) If a breach of these rules leads to theft or damage to either the common property or the property of other unit owners, the unit owner or occupier (including tenants) responsible for the breach will be held liable for this theft or damage and any associated costs.

Additional Keys and Fobs

- (a) Unit owners can purchase up to 2 additional fobs or keys from the Strata Manager. The Strata Manager will keep a register of purchases and allocation.
- (b) As an important security measure, if a unit owner wishes to provide additional keys or fobs to a real estate or letting agent, the request is to be in writing to the Strata Manager for approval and registration.
- (c) Owners are responsible for retrieving keys or fobs from real estate or letting agents, if those arrangements change or cease. Owners must notify the Strata Manager of these changes promptly.



MOTION 9: It was **resolved** that the Owners Corporation agrees to add the following Rules in relation to security of common property to the existing Rules for Units Plan 4435 to be registered on title by Vantage Strata with Access Canberra.

CARRIED

The meeting also discussed that monetary penalties be handed out for multiple breaches of rules. The executive committee will discuss further regarding the penalty amount and how it will be enforced.

CONTRACTS AND SERVICE AGREEMENTS

MOTION 10: It was **resolved** that the Owners Corporation authorise the incoming Executive Committee to review any contracts/service agreements that become due for renewal before the next Annual General Meeting and appoint new contractors as needed.

CARRIED

HAIL DAMAGE REPAIRS

The roof experienced damage during the hail storm. As part of the insurance claim, work needs to be done on the roof to make it safe for the insurance repairs to take place. These repairs should be undertaken at Core Developments' expense as they relate to the original construction of the building.

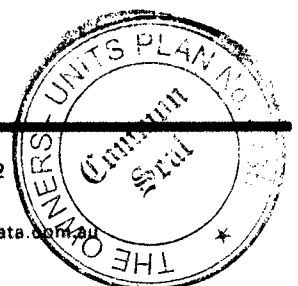
In the event that Core Developments does not do so in a timely manner, the Executive Committee is seeking the ability to add a special levy of up to \$70,000 plus GST to make good the roof. The Committee will seek to recover these monies from Core Developments in the event they do not perform the work, and will reduce future levies accordingly.

MOTION 11: It was **resolved** that as a contingency, the Owners Corporation authorise the Executive Committee to create a special levy of, and pay up to, \$70,000 plus GST to complete roof repairs.

CARRIED

S Spaseski advised the insurance claim for hail damage has been approved which totals well over \$1 million and includes an allocation of approx. \$300,000 for fixing and refitting air conditioners and a building clean. Abseiling anchors will be installed on the new roofing. S Spaseski explained that the insurer will not cover work done by the builder that does not comply with Australian Standards, which included batons in the roof. On the issue of basements cracks, S Spaseski confirmed that the building is confirmed to be structurally sound by ACT Government.

MOTION 12: It was **resolved** that the Owners Corporation authorise the Executive Committee, to commence legal proceedings against the builder (Core Developments) on its behalf to recover monies and/or to finalise repairs of the building.



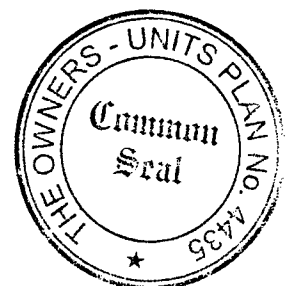
GENERAL BUSINESS

Letter Box Locks: It was proposed that there should be a ban on any pin coded locks added to letter boxes as it was thought to increase the risk of theft. This proposed rule went to a vote and failed.

Parking Issue: The meeting discussed a parking issue where commercial car spaces are being used by visitors or residents. It was mentioned that anyone who shouldn't be parking in commercial car spaces will have their car towed at the expense of the vehicle owner. Jaime is to continue to monitor visitor parking.

Garage Entry + Exit: The new short-term arrangement where residents and visitors would need to click in and click out of the basement to heighten security was discussed. In the short term, residents expressed concerns for the new adjustment saying that it is a hassle as they would now need to walk guests down and open the roller door for them. It was also discussed that if this extended to a long term security adjustment, consideration for an intercom to be put at the exit of the roller doors be an option as well as buying new garage remotes for frequent visitors.

Meeting closed 7.42PM



Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions[†]

A1 The Owners—Units Plan No Salt 4435

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made— 21st September 2021

Tick applicable box, or both boxes if applicable:

X Regularly convened

The general meeting was regularly convened (not following any adjournment under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).

O Convened after adjournment

The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).

A3 Reduced quorum decisions

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

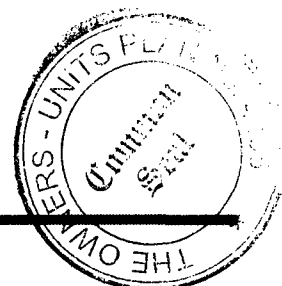
Date of decision	Full text of reduced quorum decision
21 st September 2021	See attached Minutes

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.



[†] In this notice, **UTMA** means the *Unit Titles (Management) Act 2011*.



NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

- A **reduced quorum decision** is a decision of a general meeting of the owners corporation made while a quorum (a **reduced quorum**) smaller than a **standard quorum** was present.
- A **standard quorum** is those people entitled to vote (on the motion) in relation to not less than ½ the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

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

Reduced quorum decisions made at regularly-convened general meetings

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a **standard quorum** for the motion (see above) is not present a reduced quorum decision may be made if a **reduced quorum** (see next point) is then present for consideration of the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- At a regularly-convened general meeting, a **reduced quorum** means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (2), part 3.1, schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a **standard quorum** for the motion (see above) nor a **reduced quorum** (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3), part 3.1, schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).
- If, within ½ an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a **reduced quorum** made up by *anyone* then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (6) (a), part 3.1, schedule 3).
- Such a reduced quorum (of *anyone* present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also **reduced quorum decisions** (UTMA s 3.9 (6) (a), part 3.1, schedule 3).



B2 When does a reduced quorum decision take effect?

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

B3 How may reduced quorum decisions be disallowed?

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

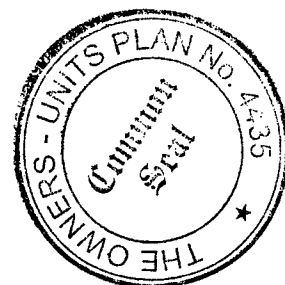
- state the resolution or resolutions to which it applies; and
- be signed by a majority of persons entitled to vote at a general meeting of the owners corporation (a person may sign whether or not he or she attended the meeting); and
- be given to the owners corporation before the decision's date of effect (see B2 above).

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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



INTRODUCTION

The following by-laws have been established for the mutual benefit of all residents, both owners and tenants, in order to maximise the convenience, comfort and privacy of the residents of Units Plan 4435. At all times and in all matters, the Schedule of the Unit Titles (Management) Act 2011 applies. The rules are to be included as an integral part of any leasing arrangement between a unit owner and the tenant. The Owners Corporation rules are to be read in conjunction with the Default Rules as per the Unit Titles Management Act(UTMA) that are attached with this agenda. It is noted that a rule has no effect to the extent that it is inconsistent with another section of the UTMA 2011 or any other legislation in force.

COMPLAINTS

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

Vantage Strata Pty Limited
P O Box 206
CIVIC SQUARE ACT 2608
info@vantagestrata.com.au
Telephone enquiries: 1800 878 728

Please note that the Owners Corporation will only consider taking action if the complaint is in writing.

Complainants should identify the offender, or their unit number, as well as the time, date and nature of the offence.

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

Incidents that infringe particular laws of the ACT, such as noisy parties or trespassing, should be referred to the ACT Police, especially late at night or where your personal safety is threatened. Police attendance can be requested by phone on 131 444 or 000

NOISE

The intention is to provide an environment that will allow all residents the benefit of quiet enjoyment of Salt. Residents should be aware that noise penetrates easily into other units.

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

VEHICLES AND PARKING

The intention is to ensure the safety and cleanliness of the vehicle areas, and to provide reasonable access to parking for residents and visitors.

Car parking

- a) Residents should only park their vehicles in their unit's allocated car space. Do not block or use other residents' car parking space without their express consent to do so.



- b) Vehicles are NOT to be parked on common property (see also visitor parking) including the concrete access driveway and on landscaped areas in any position where they may cause an obstruction to others or damage property.
- c) Vehicles must observe a maximum 10 kph speed limit within the complex.
- d) Residents are responsible for cleaning up of any oil spills caused by their vehicles or their guests vehicles and if requested by the Owners Corporation to clean up any spills and in the event that this is not carried out, the cost will be charged back to the resident/and or agent.
- e) In the interest of safety, children are not permitted to ride cycles or play games on the common property driveway areas or in the underground parking areas.
- f) Residents are not allowed to wash cars in the car park.

Visitor parking

- a) Visitor parking is intended for short term visitors only.
- b) The Owners Corporation Executive Committee notes that a short-term visitor is defined as a person who is not a resident and is at the property to visit a resident and either visits for no more than twelve hours at a time or no more than seven days in any fourteen days.
- c) Visitors can only park in visitor marked spaces. A visitor may park in an occupiers' allocated car space or in their garage with their express consent to do so.
- d) Unit owners and occupiers cannot use visitor parking as an "additional" car park for their vehicles or in lieu of their allocated car space or garage. Storing items on common property / in car spaces

Use of Common Property

- a) A unit owner or occupier 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 of another unit.
- b) Specifically, a unit owner or occupier must not:
 - (i) store any items on the common property;
 - (ii) obstruct the common property;
 - (iii) dispose of any refuse or rubbish on the common property except in receptacles provided for that purpose; or
 - (iv) hang or display laundry (including rugs and carpets) or other items of clothing in any common areas.
- c) If a unit owner or occupier soils or dirties any part of the common property, the unit owner must clean that part of the common property at the unit owner's cost and expense.

Car Spaces

- a) Car spaces must not to be used as open storage areas. They are permitted for use for the parking of vehicles only including bicycles (unless kept in storage facilities) and motorcycles.
- b) Items other than vehicles, bicycles and motorcycles may only be stored in the relevant storage or cage although properly designed and constructed storage lockers may be located within the confines of an owners parking space after written permission of the Strata Manager on behalf of the Executive Committee has been obtained.

GARBAGE AND RECYCLING

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



3. The **garbage hopper** is for domestic waste only. All rubbish must be placed in the hopper and the hopper lid closed after use.
4. All rubbish should be enclosed in an acceptable outer container, such as an approved garbage bin liner and fastened securely.
5. Residents are encouraged to recycle wherever possible. Large boxes should be collapsed and taken to the recycling hoppers located in the garbage enclosures.
6. Under no circumstances is garbage or recycling to be placed on the floor in front of the garbage hopper, recycling cupboards or on the floor of the garbage area.
7. Unwanted household items such as furniture, bedding etc. are not to be placed in either the garbage or recycling hoppers but should be disposed of by residents at appropriate Government collection areas.
8. Consideration should be given, and noise kept to a minimum, when disposing of rubbish.

Residents identified illegally dumping hard rubbish in the garbage room or on the common property will be notified by the Building Manager to remove these items. Residents who fail to comply with this notice will be charged an administrative fee for the removal of this waste in accordance with section 31 of the Unit Titles (Management) Act 2011.

SMOKING

The intention is to provide an environment that will allow all residents the benefit of smoke free enjoyment of Salt.

9. Smoking is not permitted in any of the common areas, including the lifts, foyers, hallways, or basement car parks. Smoking will not be permitted in any part of Salt complex, including inside apartments, in courtyards or on balconies from July 2021.
10. An occupant must not throw cigarette butts or ash over the balconies or discard them in or on any part of the common property.
11. Smoking on balconies must not cause inconvenience to other residents.

LEGAL FEE RECOVERY

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

VANDALISM AND DAMAGE

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

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

ANIMALS/PETS

We aim to create a safe environment for all residents and pets in compliance with the Government Domestic Animals Act 2000 (the Act)



The Act requires that:

- a) Dogs are desexed by 6 months and cats by 3 months unless the owner has a license;
- b) Dogs and cats must be microchipped;
- c) Dogs must be registered with the ACT Government; and
- d) No owner may have more than 3 dogs and 3 cats without a license.

This information can be verified through official documents and veterinarian records.

The Executive Committee are authorised to make determinations regarding keeping of animals. If a pet owner has not complied with the Act, the Executive Committee are within their rights to review and withdraw a pet application. The maximum timeframe to remove a pet will be 90 days.

The following requirements apply:

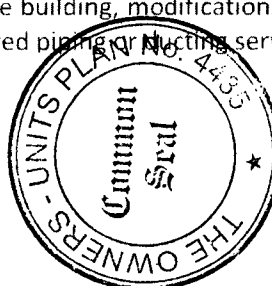
- a) A pet owner is to make a written application to the Strata Manager within 30 days of the pet moving in.
- b) A pet owner is required to update the details of the pet to the Strata Manager within 30 days of a change of circumstances for the purpose of maintaining the Body Corporate's records.
- c)) All pets must be restrained by a leash unless in their private residence.
- d) The carer of a dog must carry suitable equipment and hygienically dispose of any faeces dropped by the dog in a public place.
- e) Pets must not harass people or other animals. A pet is taken to harass a person if, because of its behaviour, the person reasonably fears that the pet is about to attack the person without provocation. A pet is taken to harass an animal if the pet hunts or torments the animal.
- f) Cats must be confined to the unit of the owner or carer.
- g) Pets should not create a nuisance. Section 109 of the Domestic Animals Act 2000 says animal nuisance exists if the keeping or behaviour of an animal causes a condition, state or activity that constitutes:
 - (i) damage to property owned by a person other than the keeper; or
 - (ii) excessive disturbance to a person other than the keeper because of noise; or
 - (iii) danger to the health of an animal or a person other than the keeper

The ACT Government Domestic Animal Services has oversight of the Domestic Animals Act 2000 and are authorised to investigate and potentially fine the pet owner or seize an animal that has violated one of the above legislation requirements. Nuisance complaints should be sent in writing to the Registrar through Access Canberra

ALTERATIONS

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

- 15. Alterations and additions must not be undertaken without the prior written consent of the Executive Committee.
- 16. Alterations include the erection of any structure (such as external blinds, screens, pergolas, awnings, satellite dishes or other shade devices), painting or otherwise altering the external façade or appearance of the building, modifications of any air conditioning, heating or ventilation system or associated piping or ducting servicing a unit.



17. All requests for alterations should be forwarded to the Strata Manager for consideration by Executive Committee. (In the case of tenants, requests should be submitted to the Managing Real Estate Agent in the first instance).
18. Approval is unlikely to be given to any alterations that will impact on the privacy/amenity of another resident or that is not in keeping with the general appearance of the complex.
19. Unit front doors are Fire Rated - Security screen doors, deadbolts and peepholes are not permitted to be installed to the front doors of the units.

SECURITY AND SAFETY

The intention is to protect the safety of all residents.

20. Security is provided through security access fobs.
21. Additional security fobs are available from Vantage Strata. All additional fobs must be formally requested in writing by the owners of the unit or their authorised agent. All additional keys must be formally requested in writing by the owners of the unit or their authorised agent.
22. All faults with the security system and/or individual residents' access fobs should be reported to Vantage Strata.
23. In the interest of maintaining the security of Salt, all residents and their guests must ensure that security doors are closed firmly after entering or leaving the building including the garage door.
24. Residents must keep their keys, security fobs and garage door remote control devices secure at all times. Lost keys, fobs or remotes must be reported to Strata as soon as practicable.
25. Unknown or unauthorised persons must not be admitted to the building.
26. For safety and appearance, residents are not to store any items in common property areas including entrance foyers, stairwells, access pathways or in vehicle parking spaces. The storage cages provided for units are to be used for this purpose.
27. **Security of Common Property**
 - (a) A unit owner or occupier (including tenants) must take reasonable care to ensure that access to common areas is only available to bona fide occupiers of a unit, including by:
 - (i) ensuring that fire and security doors are locked or closed when they are not in use;
 - (ii) reporting the loss of any security card, access fob, key or other security device to the Strata Manager immediately; and
 - (iii) not storing security cards, access fobs, keys or other security devices in or on any area of common property, within letterboxes or beyond the boundaries of the complex, even if within a lockbox or other storage device including motor vehicles.
 - (iv) (b) If a unit owner or occupier (including tenants) is found to be in breach of these rules and the behaviour is not rectified, the Executive Committee may issue an infringement notice and present the matter to ACAT in accordance with the details and processes listed in the Unit Titles (Management) Act 2011.
 - (c) If a breach of these rules leads to theft or damage to either the common property or the property of other unit owners, the unit owner or occupier (including tenants) responsible for the breach will be held liable for this theft or damage and any associated costs.



Additional Keys and Fobs

- (vi) (a) Unit owners can purchase up to 2 additional fobs or keys from the Strata Manager. The Strata Manager will keep a register of purchases and allocation.
- (b) As an important security measure, if a unit owner wishes to provide additional keys or fobs to a real estate or letting agent, the request is to be in writing to the Strata Manager for approval and registration.
- (c) Owners are responsible for retrieving keys or fobs from real estate or letting agents, if those arrangements change or cease. Owners must notify the Strata Manager of these changes promptly

The Owners Corporation is unable to provide after hour's access to residents if they are locked out of the building. In these instances, residents should make alternate arrangements, for example, leaving an additional set of access keys with a friend or relative.

EVACUATION FROM THE BUILDING IN AN EMERGENCY

- 28. In the event of an evacuation, and in the event that it is safe to do so, ensure you take your swipe cards and unit keys with you to enable you to re-enter the building when it is deemed safe to do so by the Fire Brigade.

MOVING IN AND OUT

- 29. Residents should be aware that Lift 1 (the front lift) should be booked for removalists through BuildingLink. By booking the lift, the building manager can arrange for exclusive use of the lift and ensure the lift curtains are installed to prevent damage.

MAINTENANCE – OWNER RESPONSIBILITIES

- 30. Owners are responsible for the maintenance and repair of all equipment inside their unit. This includes individual unit smoke detectors and air conditioning.

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

REAL ESTATE SIGNAGE

- a) Unit owners or occupiers are not permitted to display any signs, sandwich boards or other advertising material in any visible external windows to their unit.
- b) Temporary signs including "For Lease", "Open for Inspection" or any other sign of this nature can only be displayed on the boundary of the complex (and in relation to "For Lease" signs a maximum of 30 days from the date of erection and in relation to "Open for Inspection" sign for no more than 24 hours, the signage must be removed after this period.
- c) Temporary signs relating to "For Sale", can only be displayed on the boundary of the complex until 30 days after contracts for sale have exchanged. The signage must be removed after this period.
- d) Signs found to have remained in place after these periods will be treated as abandoned rubbish, and the cost to remove these signs off common property may be charged back to the advertised unit and/or agent.
- e) Duplicate signs, for example, from the same agent for the same purpose are not allowed.



ELECTRONIC MEETINGS

In an effort to streamline the process and reduce the associated cost for owners seeking permission from the Owners Corporation for certain matters (such as in the case of an owner seeking exclusive use of the common property), it is recommended that a Rule be adopted to enable on-line / digital meetings

Attendance

- a) A unit owner may attend and participate in a general meeting of the Owners Corporation and/or a meeting of the Executive Committee by means of teleconference, videoconferencing, or other electronic means from a remote location ("electronic attendance"), provided the unit owner is able to:
 - i. communicate with other participants in the meeting; and
 - ii. participate in the meeting and engage with the other participant's at the meeting
- b) Where a unit owner has participated in a meeting through electronic attendance they are deemed to be present at the meeting for the purposes of calculating a quorum for the meeting.
- c) There is no limit to the number of unit owners who may participate in a meeting by electronic attendance. However, the Owners Corporation and Executive Committee may require that unit owners provide notice of electronic attendance prior to the meeting to allow for practical arrangements to be made

Participation

- a) Where a unit owners participates in a general meeting of the Owners Corporation or a meeting of the Executive Committee through electronic attendance the unit owner may participate in all aspects, including:
 - i. participating in debate at the meeting; and
 - ii. voting in resolutions at the meeting

Pre-Meeting Electronic voting

- a) Decision making at general meetings of the Owners Corporation and meetings of the Executive Committee may be undertaken by electronic means prior to a general meeting (premeeting electronic voting). Pre-meeting electronic voting includes;
 - i. voting by means of email submission of ballot papers;
 - ii. voting by means of accessing a website and submitting an online ballot paper;
 - iii. voting by means of utilising an electronic application and submitting a ballot paper;

and

- iv. voting by alternative electronic method as agreed by the Owners Corporation or Executive Committee.
- b) At least 10 days prior to the meeting, the Owners Corporation or Executive Committee must notify all unit owners that pre-meeting electronic voting is taking place and provide:
 - i. a declaration form requiring the voter to state their name, capacity to vote, (if relevant to resolution) unit entitlement; and (if relevant) the name and capacity of the person who is giving a proxy vote;
 - ii. the resolution to be voted on (including any explanatory material)



- iii. instructions for completing the ballot paper and indicating the voter's choice;
 - iv. instructions for submitting the ballot paper (including an email address for return if applicable), and the final date and time for submission of the ballot paper;
 - v. a statement as to whether the resolution may be amended by a further motion given at the meeting after the pre-meeting electronic voting takes place, and the effect of this on the pre-meeting electronic voting.
- c) The Owners Corporation or Executive Committee may require that the above procedure is amended to provide for anonymous pre-meeting electronic voting.





Access
Canberra.



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**SPECIAL RESOLUTION
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
2338:70	KINGSTON	19	51	4435

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

New rules approved for addition to existing.

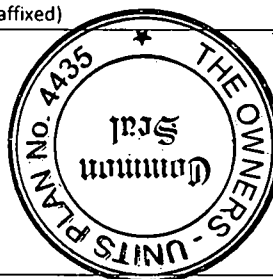
SUPPORTING DOCUMENTATION

(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 DIRECTOR

Witness;

LILY VICTORIA KLOSE

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	AS	Registration Date	06/12/2023

VOI SIGHTED



"SALT"

29 DAWES STREET KINGSTON 2604

UNITS PLAN No. 4435

Introduction

The following rules have been established for the mutual benefit of all residents, both owners and tenants, in order to maximise the convenience, comfort and privacy of the residents of Units Plan 4435. At all times and in all matters, the Schedule of the Unit Titles (Management) Act 2011 applies. The rules are to be included as an integral part of any leasing arrangement between a unit owner and the tenant. The Owners Corporation rules are to be read in conjunction with the Default Rules as per the Unit Titles Management Act (UTMA) that are attached with this agenda. It is noted that a rule has no effect to the extent that it is inconsistent with another section of the UTMA 2011 or any other legislation in force.

Complaints

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

Link Strata Management

PO Box Curtin 154

3/14 Napier Close Deakin ACT 2600

admin@linkservices.com.au

Telephone enquiries: 6260 3722

Please note that the Owners Corporation will only consider taking action if the complaint is in writing.

Complainants should identify the offender, or their unit number, as well as the time, date and nature of the offence.

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

Incidents that infringe particular laws of the ACT, such as noisy parties or trespassing, should be referred to the ACT Police, especially late at night or where your personal safety is threatened. Police attendance can be requested by phone on 131 444 or 000



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 Installations and alterations

- (1) A unit owner may install 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 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 installation or alteration).
- (2) Permission may be given subject to conditions stated in the resolution.
- (3) However, if the structure is sustainability infrastructure, the owners corporation's permission must not be unreasonably withheld.

Examples—permission not unreasonably withheld

- a. safety considerations
- b. structural considerations
- c. financial considerations
- d. equity of access to common property, easements, facilities, or utility services

Example—permission unreasonably withheld

external appearance of a unit or the units plan

- (4) Alterations include the installation of any structure (such as external blinds, screens, pergolas, awnings, satellite dishes or other shade devices), painting or otherwise altering the external façade or appearance of the building, modifications of any air conditioning, heating or ventilation system or associated piping or ducting servicing a unit.



- (5) Approval is unlikely to be given to any alterations that will impact on the privacy/amenity of another resident or that is not in keeping with the general appearance of the complex.
- (6) Unit front doors are Fire Rated - Security screen doors, deadbolts and peepholes are not permitted to be installed to the front doors of the units.

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, provide the Owners Corporation with a Pet Notification form, for the purposes of the Owners Corporation maintaining a detailed and up-to-date Pet Register. This form can be requested through the strata manager.

1.6 Assistance animals

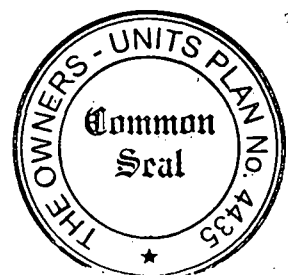
The owners corporation may require a person who keeps an assistance animal to produce evidence that the animal is an assistance animal.

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 Noise

The intention is to provide an environment that will allow all residents the benefit of quiet enjoyment of Salt. Residents should be aware that noise penetrates easily into other units.

(1) Residents should be aware that noise penetrates easily into other units, particularly through balcony doors and windows. Where possible, residents should pull doors closed to avoid them slamming shut.

(2) At all times, and specifically between 10.00 pm and 7.00 am, residents must avoid causing any noise (music, television, loud voices, washing machines, dryers, spas, etc.) at a level which may disturb other residents.

2.2 Vehicles and Parking

The intention is to ensure the safety and cleanliness of the vehicle areas, and to provide reasonable access to parking for residents and visitors.

(1) Car parking

- (a) Residents should only park their vehicles in their unit's allocated car space. Do NOT block or use other residents' car parking space without their express consent to do so.
- (b) Vehicles are NOT to be parked on common property (see also visitor parking) including the concrete access driveway and on landscaped areas in any position where they may cause an obstruction to others or damage property.
- (c) Vehicles must observe a maximum 10 kph speed limit within the complex.
- (d) Residents are responsible for cleaning up of any oil spills caused by their vehicles or their guests vehicles and if requested by the Owners Corporation to clean up any spills and in the event that this is not carried out, the cost will be charged back to the resident/and or agent.
- (e) In the interest of safety, children are not permitted to ride cycles or play games on the common property driveway areas or in the underground parking areas.
- (f) Residents are not allowed to wash cars in the car park.



(2) Visitor parking

- (a) Visitor parking is intended for short term visitors only.
- (b) The Owners Corporation Executive Committee notes that a short-term visitor is defined as a person who is not a resident and is at the property to visit a resident and either visits for no more than twelve hours at a time or no more than seven days in any fourteen days.
- (c) Visitors can only park in visitor marked spaces. A visitor may park in an occupiers' allocated car space or in their garage with their express consent to do so.
- (d) Unit owners and occupiers cannot use visitor parking as an "additional" car park for their vehicles or in lieu of their allocated car space or garage.

(3) Use of Common Property

- (a) A unit owner or occupier 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 of another unit.
- (b) Specifically, a unit owner or occupier must not:
 - i. store any items on the common property;
 - ii. obstruct the common property;
 - iii. dispose of any refuse or rubbish on the common property except in receptacles provided for that purpose; or
 - iv. hang or display laundry (including rugs and carpets) or other items of clothing in any common areas.
- (c) If a unit owner or occupier soils or dirties any part of the common property, the unit owner must clean that part of the common property at the unit owner's cost and expense.

(4) Car Spaces

- (a) Car spaces must not to be used as open storage areas. They are permitted for use for the parking of vehicles only including bicycles (unless kept in storage facilities) and motorcycles.
- (b) Items other than vehicles, bicycles and motorcycles may only be stored in the relevant storage or cage although properly designed and constructed storage lockers may be located within the confines of an owners parking space after written permission of the Strata Manager on behalf of the Executive Committee has been obtained.



2.3 Garbage and Recycling

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

- (1) The garbage hopper is for domestic waste only. All rubbish must be placed in the hopper and the hopper lid closed after use.
- (2) All rubbish should be enclosed in an acceptable outer container, such as an approved garbage bin liner and fastened securely.
- (3) Residents are encouraged to recycle wherever possible. Large boxes should be collapsed and taken to the recycling hoppers located in the garbage enclosures.
- (4) Under no circumstances is garbage or recycling to be placed on the floor in front of the garbage hopper, recycling cupboards or on the floor of the garbage area.
- (5) Unwanted household items such as furniture, bedding etc. are not to be placed in either the garbage or recycling hoppers but should be disposed of by residents at appropriate Government collection areas.
- (i) Consideration should be given, and noise kept to a minimum, when disposing of rubbish.

Residents identified illegally dumping hard rubbish in the garbage room or on the common property will be notified by the Building Manager to remove these items. Residents who fail to comply with this notice will be charged an administrative fee for the removal of this waste in accordance with section 31 of the Unit Titles (Management) Act 2011.

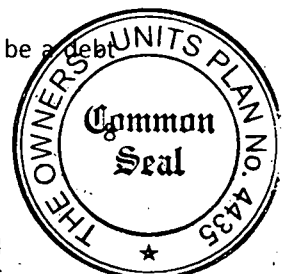
2.4 Smoking

The intention is to provide an environment that will allow all residents the benefit of smoke free enjoyment of Salt.

- (1) Smoking is not permitted in any of the common areas, including the lifts, foyers, hallways, or basement car parks.
- (2) An occupant must not throw cigarette butts or ash over the balconies or discard them in or on any part of the common property.
- (3) Smoking on balconies must not cause inconvenience to other residents.

2.5 Recovery of Legal Costs / Debt Collection

- (1) If an Owners Corporation commences an action and incurs legal fees or other costs in any legal or administrative action against a unit holder, the unit holder shall, unless a court order directs otherwise, be liable to pay the Owners Corporation the amount of the legal fees or other costs incurred by the Owners Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.
- (2) The unit holder agrees that any monies which are payable pursuant to Clause 1 shall be a debt enforceable by the Owners Corporation against the unit holder.



- (3) The legal fees and other costs payable in accordance with Clause 1 shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owners Corporation. For the avoidance of doubt, any legal fees or other costs incurred by the Owners Corporation which cannot be evidenced by a written invoice as due and payable, shall not form part of, and will not be recoverable against, in accordance with Clause 1.

2.6 Vandalism and Damage

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

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

2.7 Security and Safety

The intention is to protect the safety of all residents.

- (1) Security is provided through security access fobs.
- (2) Additional security fobs are available from Link Strata. All additional fobs must be formally requested in writing by the owners of the unit or their authorised agent. All additional keys must be formally requested in writing by the owners of the unit or their authorised agent.
- (3) All faults with the security system and/or individual residents' access fobs should be reported to Link Strata.
- (4) In the interest of maintaining the security of Salt, all residents and their guests must ensure that security doors are closed firmly after entering or leaving the building including the garage door.
- (5) Residents must keep their keys, security fobs and garage door remote control devices secure at all times. Lost keys, fobs or remotes must be reported to Strata as soon as practicable.
- (6) Unknown or unauthorised persons must not be admitted to the building.
- (7) For safety and appearance, residents are not to store any items in common property areas including entrance foyers, stairwells, access pathways or in vehicle parking spaces. The storage cages provided for units are to be used for this purpose.
- (8) Security of Common Property
 - (a) A unit owner or occupier (including tenants) must take reasonable care to ensure that access to common areas is only available to bona fide occupiers of a unit, including by:
 - i. ensuring that fire and security doors are locked or closed when they are not in use;
 - ii. reporting the loss of any security card, access fob, key or other security device to the Strata Manager immediately; and



- iii. not storing security cards, access fobs, keys or other security devices in or on any area of common property, within letterboxes or beyond the boundaries of the complex, even if within a lockbox or other storage device including motor vehicles.
- iv. If a unit owner or occupier (including tenants) is found to be in breach of these rules and the behaviour is not rectified, the Executive Committee may issue an infringement notice and present the matter to ACAT in accordance with the details and processes listed in the Unit Titles (Management) Act 2011.
- v. If a breach of these rules leads to theft or damage to either the common property or the property of other unit owners, the unit owner or occupier (including tenants) responsible for the breach will be held liable for this theft or damage and any associated costs.

(9) Additional Keys and Fobs

- (a) Unit owners can purchase up to 2 additional fobs or keys from the Strata Manager. The Strata Manager will keep a register of purchases and allocation.
- (b) As an important security measure, if a unit owner wishes to provide additional keys or fobs to a real estate or letting agent, the request is to be in writing to the Strata Manager for approval and registration.
- (c) Owners are responsible for retrieving keys or fobs from real estate or letting agents, if those arrangements change or cease. Owners must notify the Strata Manager of these changes promptly

The Owners Corporation is unable to provide after hour's access to residents if they are locked out of the building. In these instances, residents should make alternate arrangements, for example, leaving an additional set of access keys with a friend or relative.

2.8 Evacuation From the Building in An Emergency

In the event of an evacuation, and in the event that it is safe to do so, ensure you take your swipe cards and unit keys with you to enable you to re-enter the building when it is deemed safe to do so by the Fire Brigade.

2.9 Moving In and Out

Residents should be aware that Lift 1 (the front lift) should be booked for removalists through the Strata Manager . By booking the lift, the building manager can arrange for exclusive use of the lift and ensure the lift curtains are installed to prevent damage.



2.10 Maintenance – Owner Responsibilities

Owners are responsible for the maintenance and repair of all equipment inside their unit. This includes individual unit smoke detectors and air conditioning.

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

2.11 Real Estate Signage

(1) Unit owners or occupiers are not permitted to display any signs, sandwich boards or other advertising material in any visible external windows to their unit.

(2) Temporary signs including "For Lease", "Open for Inspection" or any other sign of this nature can only be displayed on the boundary of the complex (and in relation to "For Lease" signs a maximum of 30 days from the date of installation and in relation to "Open for Inspection" sign for no more than 24 hours, the signage must be removed after this period.

(3) Temporary signs relating to "For Sale", can only be displayed on the boundary of the complex until 30 days after contracts for sale have exchanged. The signage must be removed after this period.

(4) Signs found to have remained in place after these periods will be treated as abandoned rubbish, and the cost to remove these signs off common property may be charged back to the advertised unit and/or agent.

(5) Duplicate signs, for example, from the same agent for the same purpose are not allowed.

2.12 Electronic Meetings

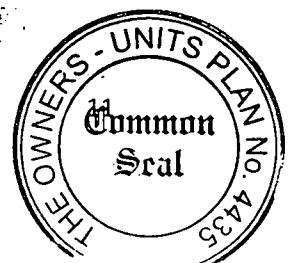
(1) Attendance

(a) A unit owner may attend and participate in a general meeting of the Owners Corporation and/or a meeting of the Executive Committee by means of teleconference, videoconferencing, or other electronic means from a remote location ("electronic attendance"), provided the unit owner is able to:

(b) communicate with other participants in the meeting; and

(c) participate in the meeting and engage with the other participants at the meeting

(d) Where a unit owner has participated in a meeting through electronic attendance, they are deemed to be present at the meeting for the purposes of calculating a quorum for the meeting.



- (e) There is no limit to the number of unit owners who may participate in a meeting by electronic attendance. However, the Owners Corporation and Executive Committee may require that unit owners provide notice of electronic attendance prior to the meeting to allow for practical arrangements to be made

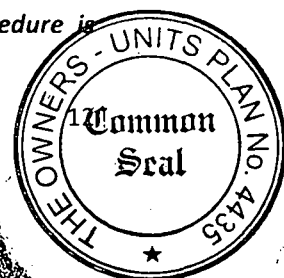
(2) Participation

- (a) Where a unit owners participates in a general meeting of the Owners Corporation or a meeting of the Executive Committee through electronic attendance the unit owner may participate in all aspects, including:
- (b) participating in debate at the meeting; and
- (c) voting in resolutions at the meeting

(3) Pre-Meeting Electronic voting

- (a) Decision making at general meetings of the Owners Corporation and meetings of the Executive Committee may be undertaken by electronic means prior to a general meeting (premeeting electronic voting). Pre-meeting electronic voting includes;
- i. voting by means of email submission of ballot papers;
 - ii. voting by means of accessing a website and submitting an online ballot paper;
 - iii. voting by means of utilising an electronic application and submitting a ballot paper; and
 - iv. voting by alternative electronic method as agreed by the Owners Corporation or Executive Committee.
- (b) At least 10 days prior to the meeting, the Owners Corporation or Executive Committee must notify all unit owners that pre-meeting electronic voting is taking place and provide:
- i. a declaration form requiring the voter to state their name, capacity to vote, (if relevant to resolution) unit entitlement; and (if relevant) the name and capacity of the person who is giving a proxy vote;
 - ii. the resolution to be voted on (including any explanatory material)
 - iii. instructions for completing the ballot paper and indicating the voter's choice;
 - iv. instructions for submitting the ballot paper (including an email address for return if applicable), and the final date and time for submission of the ballot paper;
 - v. a statement as to whether the resolution may be amended by a further motion given at the meeting after the pre-meeting electronic voting takes place, and the effect of this on the pre-meeting electronic voting.

The Owners Corporation or Executive Committee may require that the above procedure is amended to provide for anonymous pre-meeting electronic voting.

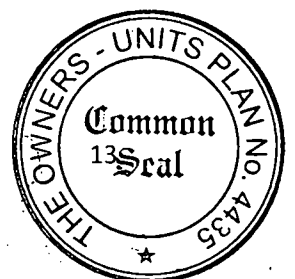


2.13 Execution of Documents

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

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

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



Unit Titles (Management) Act 2011

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions

A1 The Owners Units Plan No: 4435

A2 Annual General Meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on:- 06/09/2023

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

06/09/2023

See Attached Minutes

A4 Owners Corporation Declaration

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

Date 07 September 2023

Signed: *Lily Klose*

Designation: Lily Klose for Units Plan No 4435



MINUTES OF ANNUAL GENERAL MEETING

Units Plan No. 4435

DATE & TIME Wednesday 06 September 2023 at 5:00 PM
LOCATION Zoom
<https://us02web.zoom.us/j/87456795440?pwd=clhUM2ZUVUJlaXlVZDFMRWM5QVdCQT09>

ATTENDANCE

Present:

Mr R Baumgart, Mr J Elliott, Mr R Mihaich, Ms S Spaseski, Ms C McFadzean, Mrs A Knol & Mr J Knol, and Ms M Gardner.

In Attendance:

Ms L Klose representing Link Strata Management and Mr S Patel representing Inside Outside Facilities Services.

Absentee Votes:

Mr J Wilding, Ms Z & Mr A Humphries, Mr P Flynn, and Mr S Brooker.

Chairperson:

Mr R Baumgart was elected Chairperson, however Ms L Klose facilitated the meeting on their 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 18 October 2022 be accepted as presented.

MOTION CARRIED

2. FINANCIAL STATEMENTS

It was resolved that the financial statements for the period 1 July 2022 to 30 June 2023 be accepted as presented.

MOTION CARRIED



**3. MAINTENANCE PLAN REPORT, COMMON PROPERTY SAFETY REPORTS,
AND SINKING FUND FORECAST REPORT**

It was resolved that the Owners Corporation authorise a Maintenance Plan Report, a Common Property Safety Report, and an updated Sinking Fund Forecast Report be obtained for the consideration of the Executive Committee to be put to the next General Meeting.

MOTION CARRIED

4. PROPOSED ADMINISTRATIVE FUND BUDGET

It was resolved that the proposed Administrative Fund expenditure budget of \$371,295.00 excluding GST and levy contributions of \$371,295.00 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 30 September 2023, 1 December 2023, 1 March 2024, and 1 June 2024.

MOTION CARRIED

5.i PROPOSED SINKING FUND BUDGET

The motion that the proposed Sinking Fund expenditure budget of \$140,364.00 excluding GST and levy contributions of \$76,825.00 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 30 September 2023, 1 December 2023, 1 March 2024, and 1 June 2024 **was defeated**.

MOTION DEFEATED

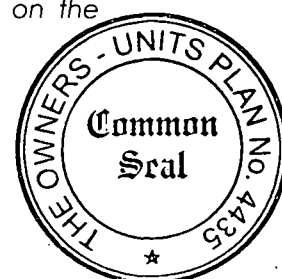
5.ii AMENDED SINKING FUND BUDGET

It was resolved that the amended Sinking Fund expenditure budget of \$89,147.00 excluding GST and levy contributions of \$76,825.00 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 30 September 2023, 1 December 2023, 1 March 2024, and 1 June 2024.

Period of Levy	Levy Due Date
01/07/23 to 30/09/23	30 September 2023
01/10/23 to 31/12/23	1 December 2023
01/01/24 to 31/03/24	1 March 2024
01/04/24 to 30/06/24	1 June 2024

MOTION CARRIED

Secretarial Note: Owners present agreed to reduce the sinking fund expenditure item for roof repairs to \$41,375 following advice from the complex's insurer of what expenses will be reimbursed under the 2020 hail damage insurance claim. The budgeted expenditure for gardening was also reduced to \$25,000, please see General Business for details on the discussion relating to irrigation and gardening.



6. RULES OF THE OWNERS CORPORATION – 1.4, 1.5 & 2.5

It was resolved by Special Resolution that the Owners Corporation agrees to remove rule no. 1.4, rule no. 1.5, and rule no. 2.5 and amend with the below rules to the Registered Rules as rule no. 1.4, rule no. 1.5, and rule no. 2.5 and register with the Land Titles Office, applying the Common Seal to documents as required.

1.4 Installation and alterations

- (1) A unit owner may install 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 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 installation or alteration).
- (2) Permission may be given subject to conditions stated in the resolution.
- (3) However, if the structure is sustainability infrastructure, the owners corporation's permission must not be unreasonably withheld.

Examples—permission not unreasonably withheld

- (a) safety considerations
- (b) structural considerations
- (c) financial considerations
- (d) equity of access to common property, easements, facilities, or utility services

Example—permission unreasonably withheld

external appearance of a unit or the units plan

- (4) Alterations include the installation of any structure (such as external blinds, screens, pergolas, awnings, satellite dishes or other shade devices), painting or otherwise altering the external façade or appearance of the building, modifications of any air conditioning, heating or ventilation system or associated piping or ducting servicing a unit.
- (5) Approval is unlikely to be given to any alterations that will impact on the privacy/amenity of another resident or that is not in keeping with the general appearance of the complex.
- (6) Unit front doors are Fire Rated - Security screen doors, deadbolts and peepholes are not permitted to be installed to the front doors of the units.



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, provide the Owners Corporation with a Pet Notification form, for the purposes of the Owners Corporation maintaining a detailed and up-to-date Pet Register. This form can be requested through the strata manager.

2.5 Recovery of Legal Costs / Debt Collection

- (1) If an Owners Corporation commences an action and incurs legal fees or other costs in any legal or administrative action against a unit holder, the unit holder shall, unless a court order directs otherwise, be liable to pay the Owners Corporation the amount of the legal fees or other costs incurred by the Owners Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.
- (2) The unit holder agrees that any monies which are payable pursuant to Clause 1 shall be a debt enforceable by the Owners Corporation against the unit holder.
- (3) The legal fees and other costs payable in accordance with Clause 1 shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owners Corporation. For the avoidance of doubt, any legal fees or other costs incurred by the Owners Corporation which cannot be evidenced by a written invoice as due and payable, shall not form part of, and will not be recoverable against, in accordance with Clause 1.

MOTION CARRIED AS A SPECIAL RESOLUTION



7. RULES OF THE OWNERS CORPORATION – 2.13 & 2.14

It was resolved by Special Resolution that the Owners Corporation agrees to add the below rules to the Registered Rules as rule no. 2.13, and rule no. 2.14, and register with the Land Titles Office, applying the Common Seal to documents as required.

2.13 Execution of Documents

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

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

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

MOTION CARRIED AS A SPECIAL RESOLUTION

8. ELECTION OF EXECUTIVE COMMITTEE

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

Mr J Wilding, Ms S Spaseski, and Ms M Gardner.

MOTION CARRIED

GENERAL BUSINESS

Gardening

Owners present discussed the quotes provided for garden and irrigation upgrades. It was agreed that some quoted elements may not be necessary, or can be achieved through cheaper avenues. It was resolved not to proceed to irrigate the grassed area closest to Howitt street, as this area historically causes water ingress into the basement car park. It was also resolved to investigate a cost comparison of engaging SALT's contracted gardener to assist with manual watering to reduce expenditure on irrigation installation. The building manager also advised he can assist with manual watering. The Executive Committee will review the quotes provided to date and proceed with necessary elements, up to the agreed budget of \$25,000.00. Mr R Mihaich offered assistance to the Executive Committee due to his experience in this field.



Electrical Vehicle Charging Stations

An owner raised a suggestion to install electrical vehicle charging stations at SALT. The Executive Committee advised that this is a project they are very interested in pursuing, and will commence investigating options for EV charging once they have the time capacity to undertake this project.

Election of the Executive Committee

The meeting initially struggled to receive the minimum number of Executive Committee nominations. The incoming Executive Committee encourages all owners to evaluate their availability and responsibility to the Owners Corporation and consider nominating for the Executive Committee at the following Annual General Meeting.

Meeting closed at 6:14PM





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	45	Block	51	Section	19	Suburb	KINGSTON
------	----	-------	----	---------	----	--------	----------

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

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

Certificate Number:

Dated:

Please Note: There are no development covenants within the latest Unit Plans, therefore a Compliance Certificate is not applicable.

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

Applicant's Name : InfoTrack Pty Ltd

E-mail Address : actenquiries@infotrack.com.au

Client Reference : 2500686: Sale of 45/29 Dawes S - 17477217

Date: 03-OCT-25 14:44:51



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

INFORMATION ABOUT THE PROPERTY

KINGSTON Section 19/Block 51/Unit 45

Building Class: A

Area(m2): 2,699.5

Unimproved Value: \$7,280,000

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.



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

03-OCT-2025 14:44

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 5

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA201528164 **Lodged** 07-AUG-15 **Type** See Subclass

-- Application Details -----

Description

MIXED USE-COMMERCIAL-105 RESIDENTIAL UNITS-DEMOLITION-CONSOLIDATION -LEASE VARIATION. Proposed demolition of two existing buildings on Blocks 30 and 31 Section 19; consolidation of the blocks and construction of a six storey mixed use development consisting of 2 levels of basement, 150sqm commercial tenancy on ground floor and 105 residential units. Please see application form for a description of the lease variation.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Kingston	19	30-30	
Canberra Central	Kingston	19	31-31	
Canberra Central	Kingston	19	51-51	

-- Involved Parties -----

Role	Name
Representor	Forrest, A
Lessee	Beratinn Pty Ltd
Applicant	Nathan Gibson Judd Architect P
Representor	Roomiani, I
Representor	Kbrg
Representor	Isccc
Representor	Price, C
Representor	Wong, N & Kirkwood, R
Representor	Obbink, K- & Svilans, L
Representor	Turner, A & Walker, S
Representor	Coghill, I & E
Representor	Eyre Kingston
Representor	Williams, J

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



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LAND, PLANNING & BUILDING SERVICES
8 Darling Street
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03-OCT-2025 14:44

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 3 of 5

Application DA200811817 **Lodged** 24-JUN-08 **Type** See Subclass

-- Application Details -----

Description

NONR - MOTEL - LEASE VARITATION - Variation of the Crown lease to permit ancillary use, civic administration, commercial accommodation use, community use, craft workshop, non retail commercial, place of assembly and residential use; deletion of 'guesthouse' in the habendum.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Kingston	19	30-30	
Canberra Central	Kingston	19	51-51	

-- Involved Parties -----

Role	Name
Applicant	Cb Richard Ellis Pty Ltd
Lessee	Beratinn Pty Ltd
Representor	Christine Price
Representor	Susan La Tours
Representor	Teresa Bewley
Representor	Elizabeth Siebert

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional

Application DA200705310 **Lodged** 13-NOV-07 **Type** Lease Variation

-- Application Details -----

Description

LEASE VARIATION - To vary the Crown lease purpose clause to add commercial accommodation; community use; craft workshop; non-retail commercial; and residential as permissible uses and to delete the provision which restricts the building to one third of the area of the land.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Kingston	19	31-31	
Canberra Central	Kingston	19	51-51	

-- Involved Parties -----

Role	Name
Applicant	Cb Richard Ellis Pty Ltd
Lessee	Beratinn Pty Limited
Objector	Crozet Chantal & Kieran O'Call

-- Activities -----

Activity Name	Status
Da - Public Notification	Approval Conditional



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8 Darling Street
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03-OCT-2025 14:44

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 4 of 5

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
19	66	202544290	PLANNING ACT 2023 - PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT - Construction of new pergolas, awning, signage, outdoor furniture, landscaping and associated works.	Active	
19	67	202544290	PLANNING ACT 2023 - PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT - Construction of new pergolas, awning, signage, outdoor furniture, landscaping and associated works.	Active	
19	68	202544290	PLANNING ACT 2023 - PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT - Construction of new pergolas, awning, signage, outdoor furniture, landscaping and associated works.	Active	
19	65	202544290	PLANNING ACT 2023 - PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT - Construction of new pergolas, awning, signage, outdoor furniture, landscaping and associated works.	Active	
19	53	202544290	PLANNING ACT 2023 - PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT - Construction of new pergolas, awning, signage, outdoor furniture, landscaping and associated works.	Active	
19	52	202544290	PLANNING ACT 2023 - PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT - Construction of new pergolas, awning, signage, outdoor furniture, landscaping and associated works.	Active	
19	54	202544290	PLANNING ACT 2023 - PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT - Construction of new	Active	



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

03-OCT-2025 14:44

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 5 of 5

19 54

pergolas, awning, signage, outdoor furniture,
landscaping and associated works.

LAND USE POLICIES

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

CONTAMINATED LAND SEARCH

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

ASBESTOS SEARCH

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

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.

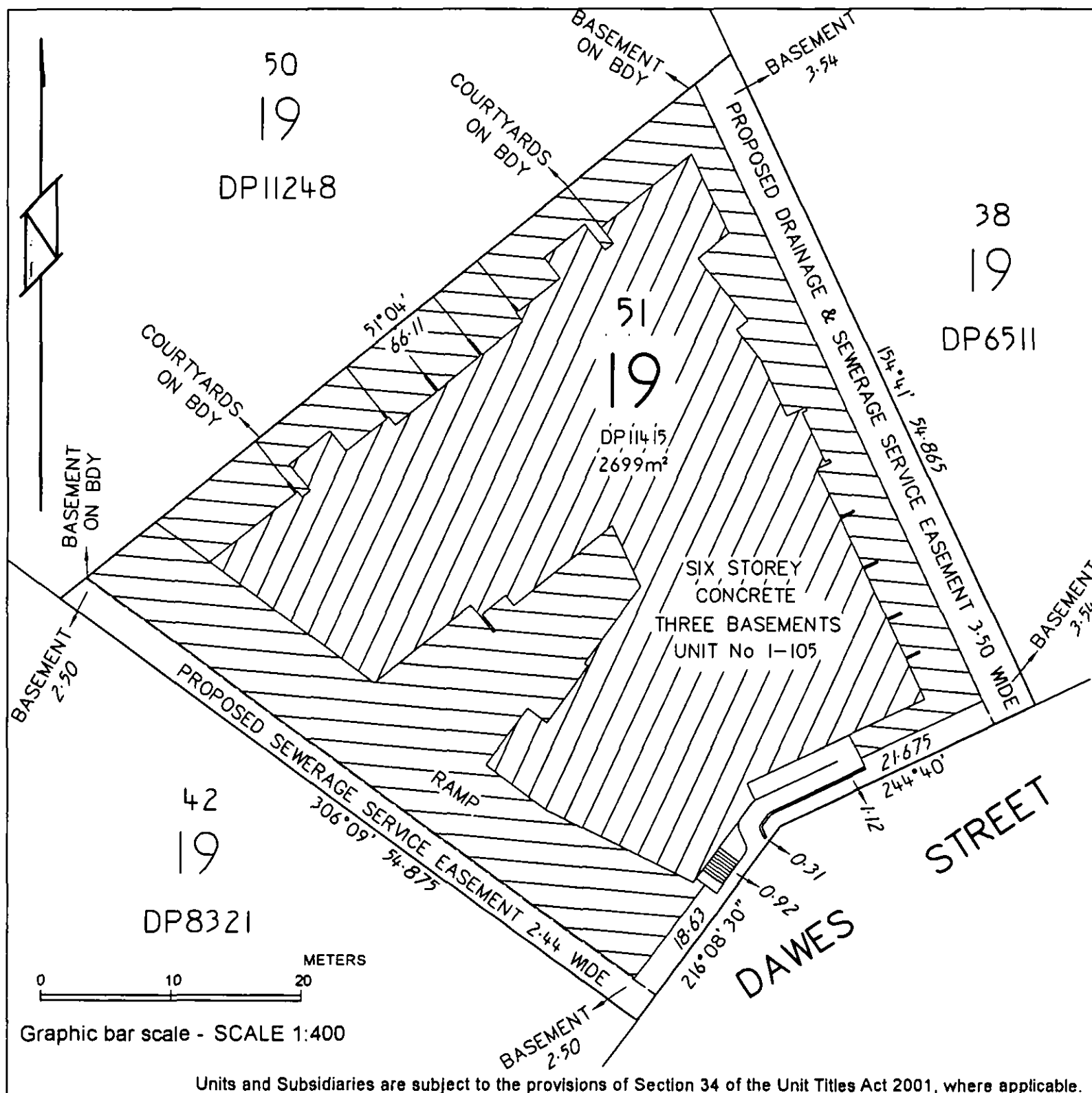
---- END OF REPORT ----

Form 088 - SP

LAND TITLES
OFFICE OF REGULATORY SERVICES
 Department of Justice and Community Safety

SITE PLAN

Division	Section	Block	Class of Units (A or B)	UNITS PLAN No.
Kingston	19	51	A	4435



POD LAND OWNER NO 2 PTY LTD ACN 603
 799 426 84 POA BEN GULAN. POA
 # 0145357

CAPPELO DEVELOPMENTS NO 2 PTY
 POA # 014 5358 BEN GULAN

Registered Proprietor

Registered Surveyor

Lyn Tankey
 Delegate of the
 ACT Planning and Land Authority


ACT
Government

Justice and Community Safety

 LAND TITLES
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

SURVEYOR'S DECLARATION

Form 087 - SD

Land Titles Act 1925

LAND DETAILS					
Volume & Folio	District / Division	Section	Block	Deposited Plan Number	Units Plan Number
2231:26	CANBERRA CENTRAL/KINGSTON	19	51	11415	4435

NAME OF MANAGER / OWNERS CORPORATION
Vantage Strata

ADDRESS FOR SERVICE OF NOTICE
90/43 Constitution Avenue, Ried ACT

SURVEYOR'S DECLARATION	
I, Scott David McNiven of Unit 12 Torrens Place , TORRENS	
A surveyor registered under the <i>Surveyors Act 2007</i> , hereby certify that:	
1. The survey represented by the diagrams on forms 1A and 3 of this plan are accurate and have been made by me / under my immediate supervision (delete whichever is not applicable) and was completed on (insert date) – 17/1/18	
2. The survey is in accordance with the following Acts:	• <i>Unit Titles Act 2001</i>; • <i>Land Titles (Unit Titles) Act 1970</i>; • <i>Land Titles Act 1925</i>; and, • any other Regulation made under those Acts and in accordance with the <i>Surveyors Practice Directions</i>.
CROSS OUT EITHER OF ITEM 3 OR 3(a)-3(c), WHICHEVER DOES NOT APPLY – 3(a)-(c) CANNOT APPLY IF AN ENCROACHMENT OCCURS OVER A ROAD OR PUBLIC PLACE UNLESS THE ENCROACHMENT IS AN ATTACHMENT AS DEFINED BY THE UNIT TITLES ACT 2001.	
3. Each building (including anything attached to it) or building in the course of erection on the parcel is wholly within the parcel.	
OR	
3 (a), (b), (c)	a) All units and unit subsidiaries shown in the diagrams are wholly within the parcel; b) The diagram clearly indicates the existence, nature and extent of any encroachment by a building (including anything attached to it), beyond the boundaries of the parcel; and, c) The diagrams clearly indicate the existence, nature and extent of any easement granted and registered, or to be granted and registered upon registration of this proposed plan, pertaining to the parcel.
 Signature of Registered Surveyor 17/1/18 Dated	

APPROVED UNDER THE UNIT TITLES ACT 2001,

AS THE UNITS PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCEL OF LAND

 Lyn Tankey Delegate of the Authority / Executive 26 March 2018 Dated			
OFFICE USE ONLY			
LODGED BY		REGISTERED BY	
EXAMINED BY		REGISTRATION DATE	5 APR 2018
DATA ENTERED BY			

**SUE**

Form 078

SCHEDULE OF UNIT ENTITLEMENTS**1. LAND**

District/Division	Section	Block	Unit Plan No
Canberra Central /Kingston	19	51	4435

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	8	3	2338	71
2	9	3	2338	72
3	12	3	2338	73
4	9	3	2338	74
5	9	3	2338	75
6	9	3	2338	76
7	12	3	2338	77
8	13	3	2338	78
9	9	3	2338	79
10	8	3	2338	80
11	8	3	2338	81
12	8	3	2338	82
13	8	3	2338	83
14	7	3	2338	84
15	7	3	2338	85
16	10	3	2338	86
17	10	3	2338	87
18	10	3	2338	88
19	12	3	2338	89
20	11	3	2338	90
21	8	3	2338	91
22	8	3	2338	92
23	8	3	2338	93
24	11	3	2338	94
25	12	3	2338	95
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
POD LAND OWNER NO 2 PTY LTD ACN 603 799 426 BY BEN GULAN POA 0145357 CAPPELLO DEVELOPMENTS NO 2 PTY LTD POA# 0145359 BEN GULAN			Volume	Folio
Signature of Lessee _____			2338	70
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated Twenty sixth this day of March 2018 _____ Lyn Tankey Delegate of the Authority/Executive			_____ David Snowden Registrar-General Deputy Registrar-General	

SUE

Form 078

**SCHEDULE OF UNIT ENTITLEMENTS****1. LAND**

District/Division	Section	Block	Unit Plan No
Canberra Central / Kingston	19	51	4435

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	11	3	2338	96
27	8	3	2338	97
28	8	3	2338	98
29	8	3	2338	99
30	8	3	2338	100
31	8	3	2339	1
32	8	3	2339	2
33	9	3	2339	3
34	10	3	2339	4
35	10	3	2339	5
36	11	3	2339	6
37	12	3	2339	7
38	11	3	2339	8
39	9	3	2339	9
40	9	3	2339	10
41	9	3	2339	11
42	11	3	2339	12
43	12	3	2339	13
44	11	3	2339	14
45	8	3	2339	15
46	8	3	2339	16
47	8	3	2339	17
48	8	3	2339	18
49	8	3	2339	19
50	8	3	2339	20
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
POD LAND OWNER NO 2 PTY LTD ACN 603 799 426 POA # 0145357 BEN GULAN CAPPELLO DEVELOPMENTS NO 3 PTY LTD POA # 0145358 BEN GULAN Signature of Lessee			Volume	Folio
			2338	70
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated Twenty sixth this day of March 2018 Lyn Tankey Delegate of the Authority/Executive			David Snowden Registrar-General Deputy Registrar-General	

**SUE**

Form 078

SCHEDULE OF UNIT ENTITLEMENTS**1. LAND**

District/Division	Section	Block	Unit Plan No
Canberra Central / Kingston	19	51	4435

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
51	9	3	2339	21
52	10	3	2339	22
53	10	3	2339	23
54	11	3	2339	24
55	12	3	2339	25
56	11	4	2339	26
57	9	3	2339	27
58	9	3	2339	28
59	9	3	2339	29
60	11	4	2339	30
61	12	4	2339	31
62	11	4	2339	32
63	8	3	2339	33
64	8	3	2339	34
65	8	3	2339	35
66	8	3	2339	36
67	8	3	2339	37
68	8	3	2339	38
69	9	3	2339	39
70	10	3	2339	40
71	11	3	2339	41
72	11	3	2339	42
73	12	3	2339	43
74	11	3	2339	44
75	9	3	2339	45
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
POD LAND OWNER NO 2 PTY LIMITED ACN 603799426 POA # 0145357 BEN GULAN CAPPELLO DEVELOPMENTS NO 2 PTY LTD POA # 0145358 BEN GULAN Signature of Lessee			Volume	Folio
			2338	70
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated Twenty sixth this day of March 2018 Lyn Tankey Delegate of the Authority/Executive			David Snowden Registrar-General Deputy Registrar-General	

SUE

Form 078

**SCHEDULE OF UNIT ENTITLEMENTS****1. LAND**

District/Division	Section	Block
Canberra Central / Kingston	19	51

Unit Plan No
4435

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
76	9	3	2339	46
77	9	3	2339	47
78	11	3	2339	48
79	12	3	2339	49
80	11	3	2339	50
81	8	3	2339	51
82	8	3	2339	52
83	8	3	2339	53
84	8	3	2339	54
85	8	3	2339	55
86	8	3	2339	56
87	9	3	2339	57
88	10	4	2339	58
89	11	4	2339	59
90	11	3	2339	60
91	10	4	2339	61
92	11	3	2339	62
93	9	3	2339	63
94	9	3	2339	64
95	9	3	2339	65
96	11	3	2339	66
97	12	3	2339	67
98	11	3	2339	68
99	8	3	2339	69
100	8	3	2339	70

Aggregate

POD LAND OWNER NO 2 PTY LIMITED ACN 603799 426
POA # 0145357 BEN GULAN

CAPPELLO DEVELOPMENTS NO 2 PTY LTD POA# 0145359
BEN GULAN

Signature of Lessee

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

Dated Twenty sixth this day of March 2018

V Valley Lyn Tankey

Delegate of the Authority/Executive

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

Volume

Folio

2338

70

David Snowden
David Snowden
Registrar-General



Deputy Registrar-General



SUE

Form 078

SCHEDULE OF UNIT ENTITLEMENTS

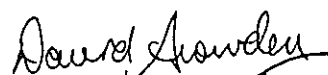
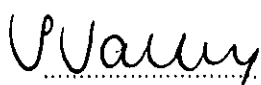
1. LAND

District/Division	Section	Block
Canberra Central / Kingston	19	51

Unit Plan No
4435

2. APPROVAL UNDER UNIT TITLES ACT 2001

[illegible]

Aggregate	1000	322	The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
POD LAND ONNER NO2 PTY LTD ACN 603 799 426. POA # 014 5357 BEN GULAN 				
CAPPELLO DEVELOPMENTS NO 8 PIL POA # 014 5359 BEN GULAN 			Volume	Folio
Signature of Lessee			2338	70
Column 1 above is the schedule of unit entitlement approved for the subdivision.			 David Snowden Registrar-General 	
Dated Twenty sixth this day of March 2018  Lyn Tankey Delegate of the Authority/Executive				
			Deputy Registrar-General	

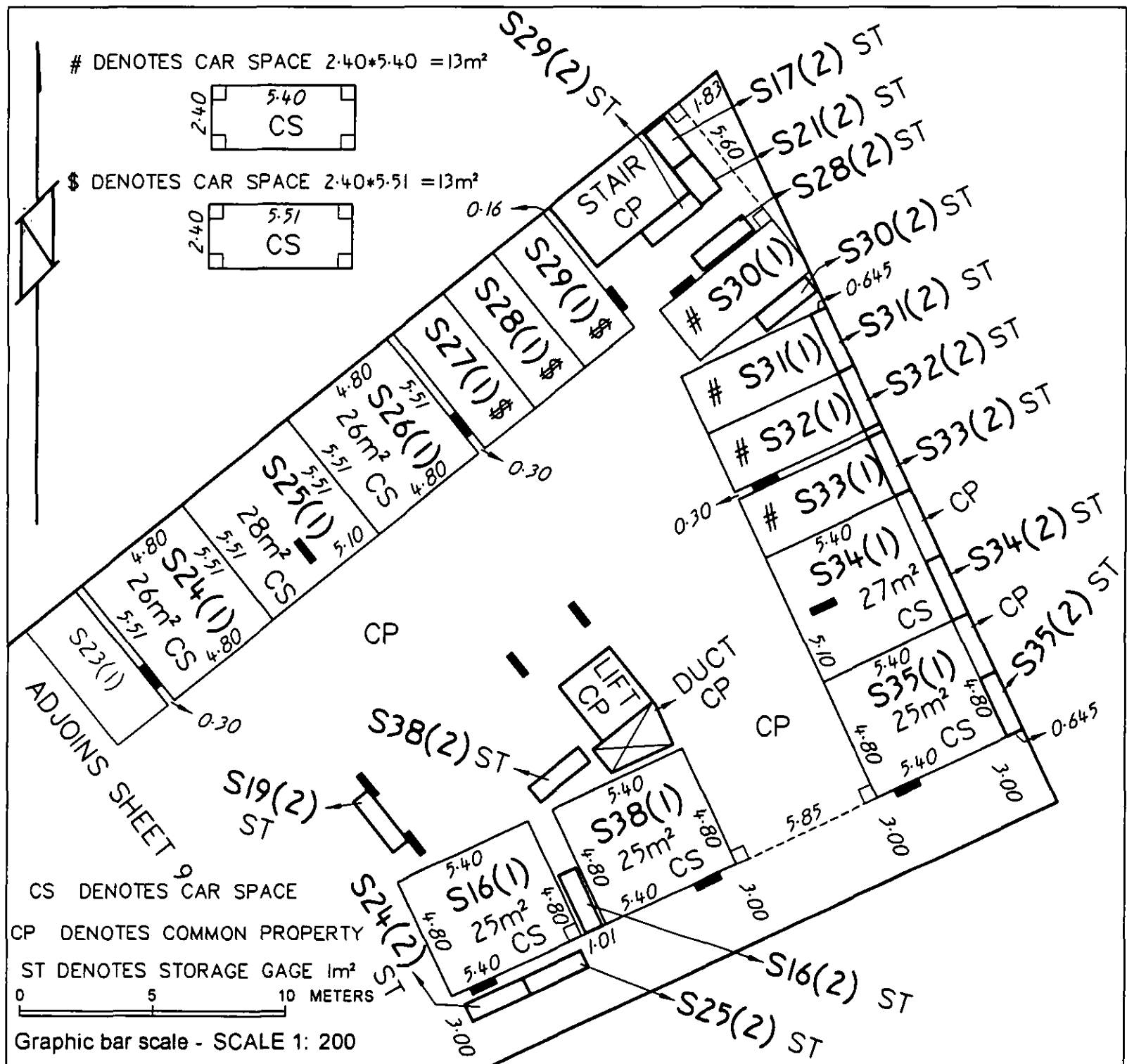
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
Kingston	19	51	4435

FLOOR NUMBER	BASEMENT 3
--------------	------------



POD LAND OWNER NO 2 PTY LTD ACN 603 799 426
POA # 0145357 BEN GULAN

CAPPELO DEVELOPMENTS NO 2 P/L POA # 0145358
BEN GULAN

Registered Proprietor

Lyn Tankey

Delegate of the
ACT Planning and Land Authority

OFFICE OF REGULATORY SERVICES

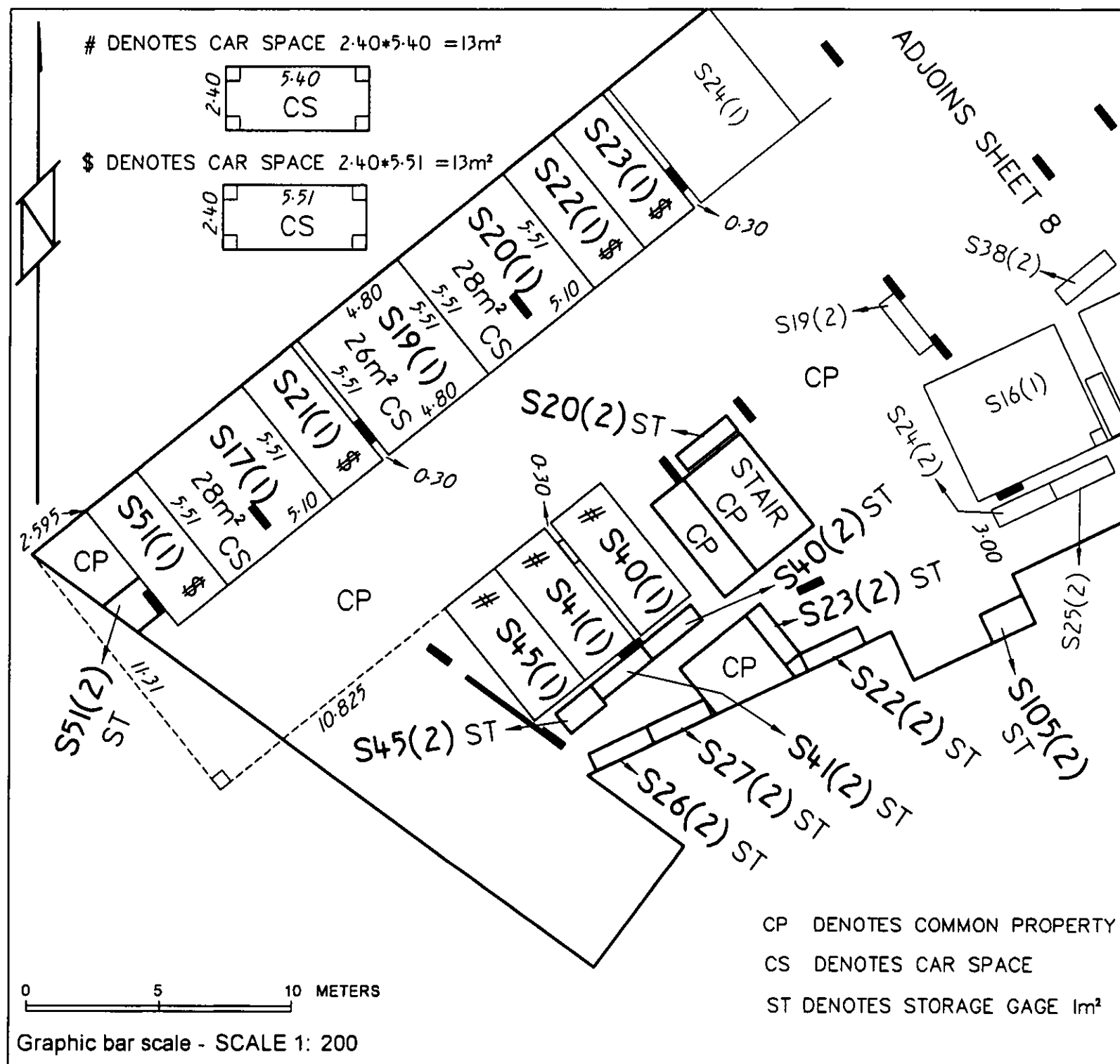
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
Kingston	19	51	4435

FLOOR NUMBER	BASEMENT 3
--------------	------------



DOB LAND OWNER NO 2 PTY LTD ACN 603 799 426
POA# 0145357 BEN GULAN

CAPPELO DEVELOPMENTS NO 2 P/L POA# 0145358
BEN GULAN

Registered Proprietor

Lyn Tankey Delegate of the
ACT Planning and Land Authority

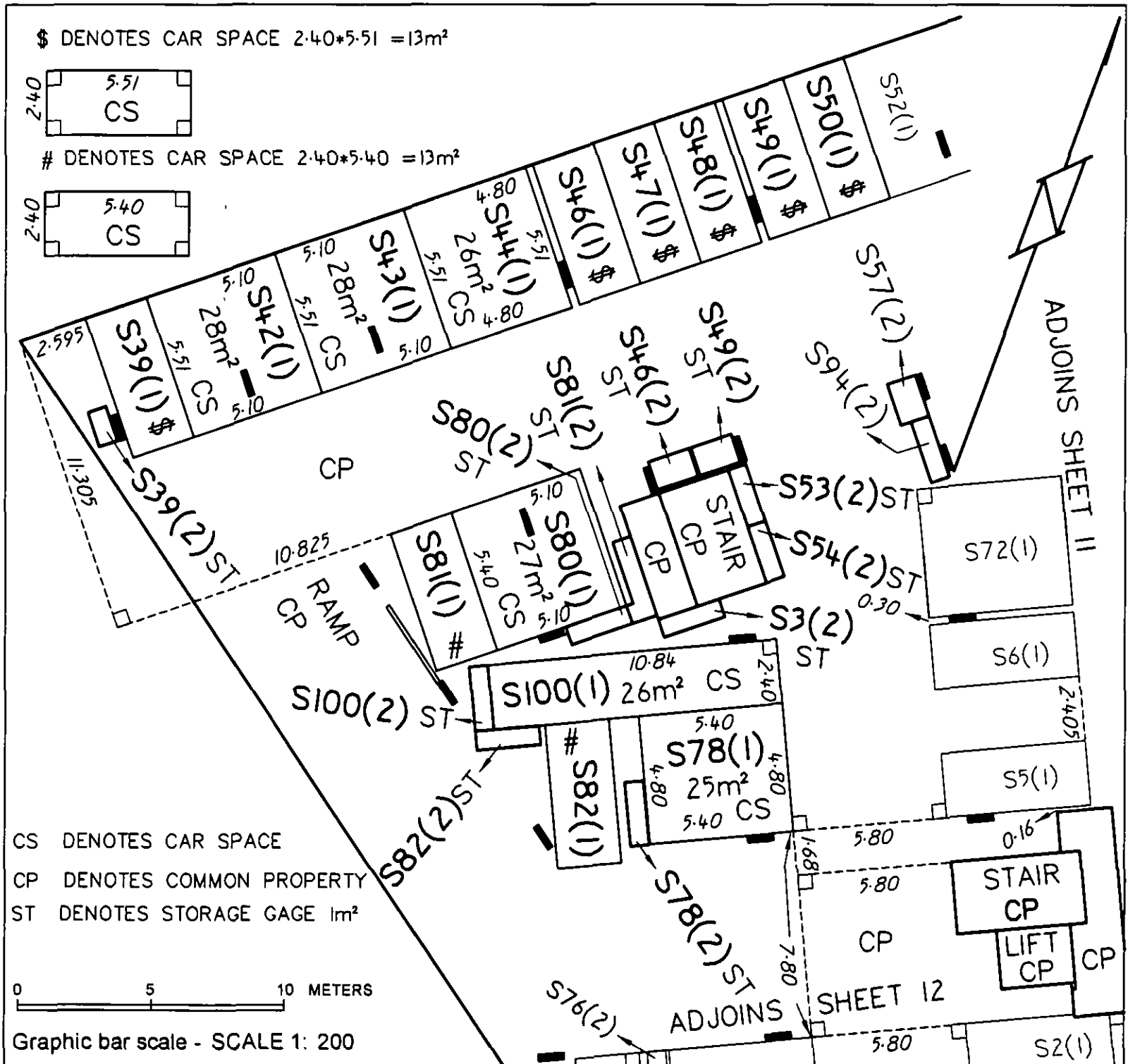
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
Kingston	19	51	4435

FLOOR NUMBER	BASEMENT 2
--------------	------------



POD LAND OWNER NO 2 PTY LTD ACN 603 799 426
POA# 0145357 BEN GULAN

CAPPELLO DEVELOPMENTS NO 2 PTY LTD POA# 0145357
BEN GULAN

Registered Proprietor

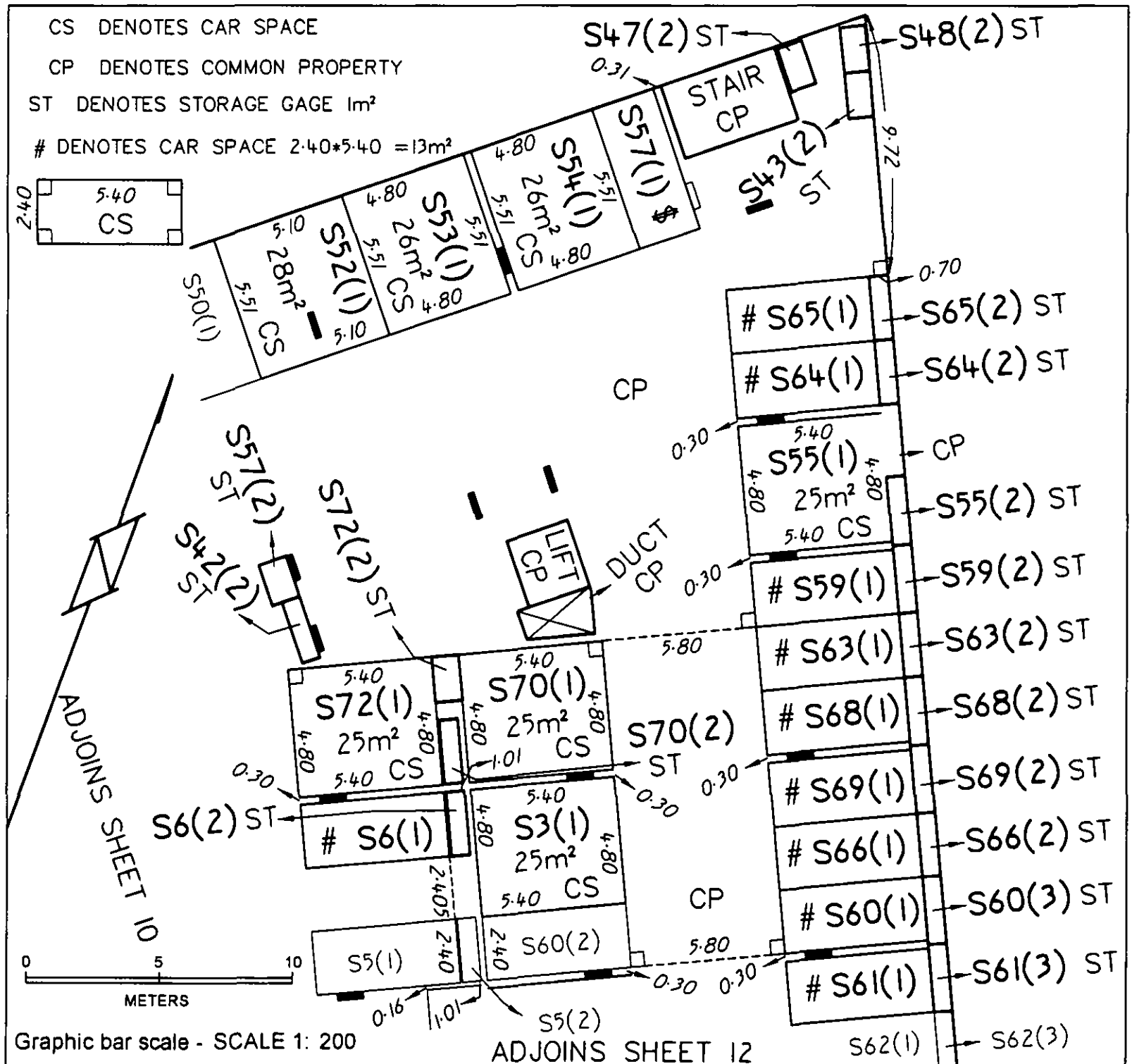
Lyn Tankey
Delegate of the
ACT Planning and Land Authority

OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
Kingston	19	51	4435
FLOOR NUMBER		BASEMENT 2	



POD LAND OWNER NO2 PTY LTD ACN 603 771 426
POA # 0145357 BEN GULAN

CAPPELLO DEVELOPMENTS NO2 PTY LTD POA#0145357
BEN GULAN

Registered Proprietor

Lyn Tankey
Lyn Tankey Delegate of the
ACT Planning and Land Authority

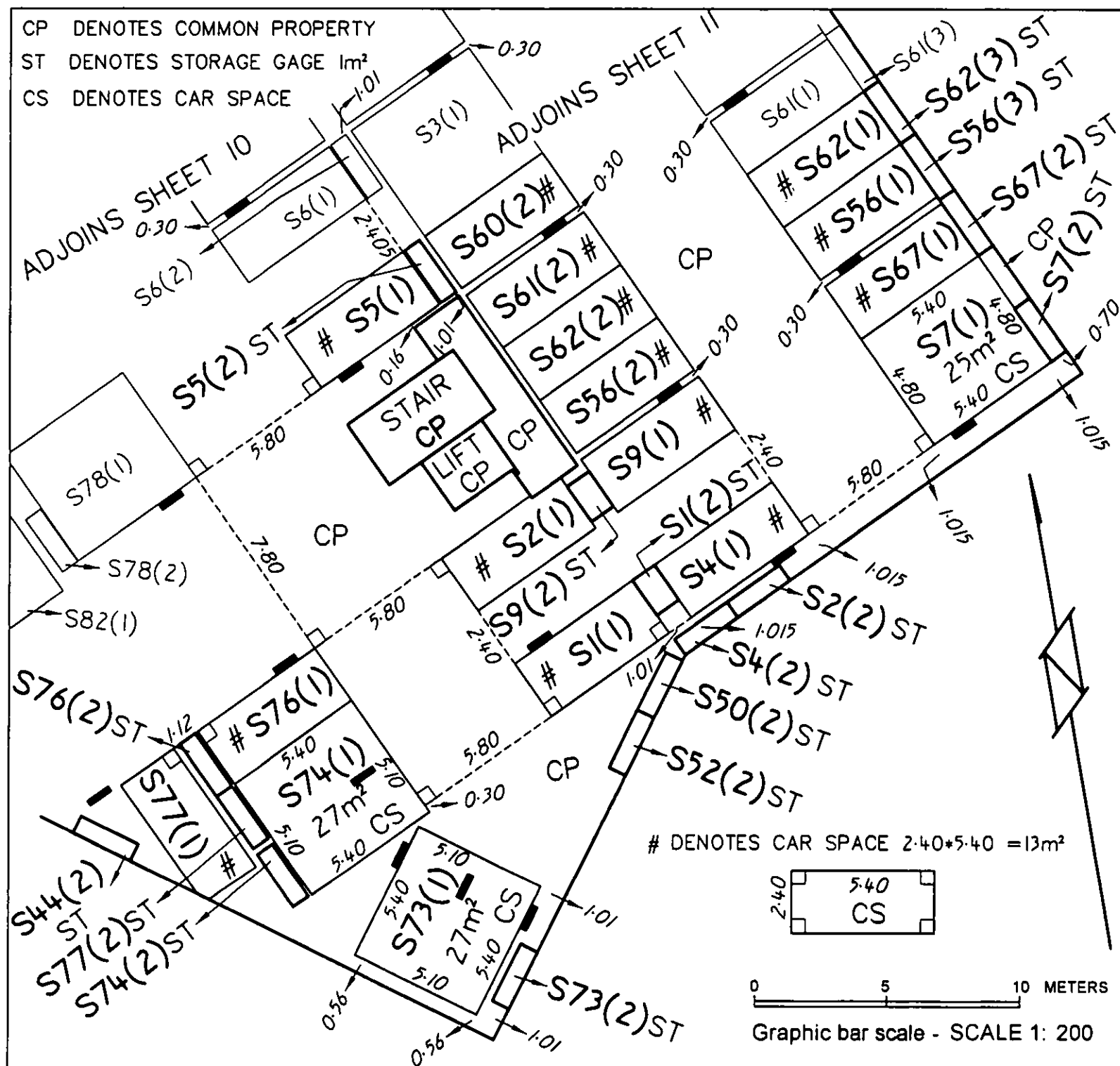
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
Kingston	19	51	4435

FLOOR NUMBER	BASEMENT 2
--------------	------------



POD LAND OWNER NO 2 PTY LTD ACN 603 799 426
POA # 0145357 BEN GULAN

CAPPELLO DEVELOPMENTS NO 1 PTY LTD ACN 0185358
BEN GULAN

Registered Proprietor

Lyn Tankey Delegate of the
ACT Planning and Land Authority

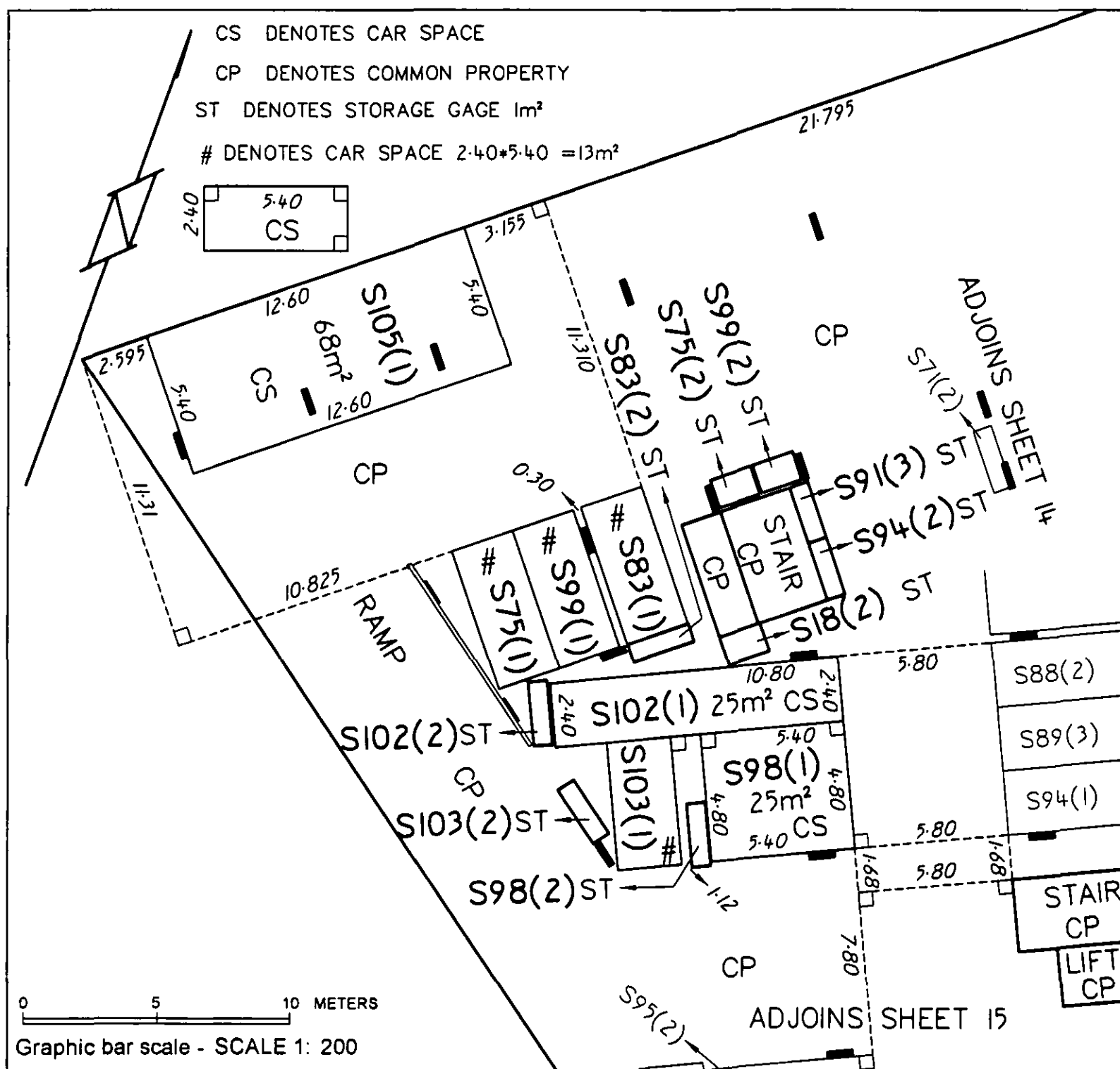
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
Kingston	19	51	4435

FLOOR NUMBER	BASEMENT 1
--------------	------------



POD LAND OWNER NO 2 PTY LTD ACN 603 799 426
POA # 014 5357 BEN GULAN

CAPPELO DEVELOPMENTS NO 2 PTY LTD POA # 014 5
358 BEN GULAN

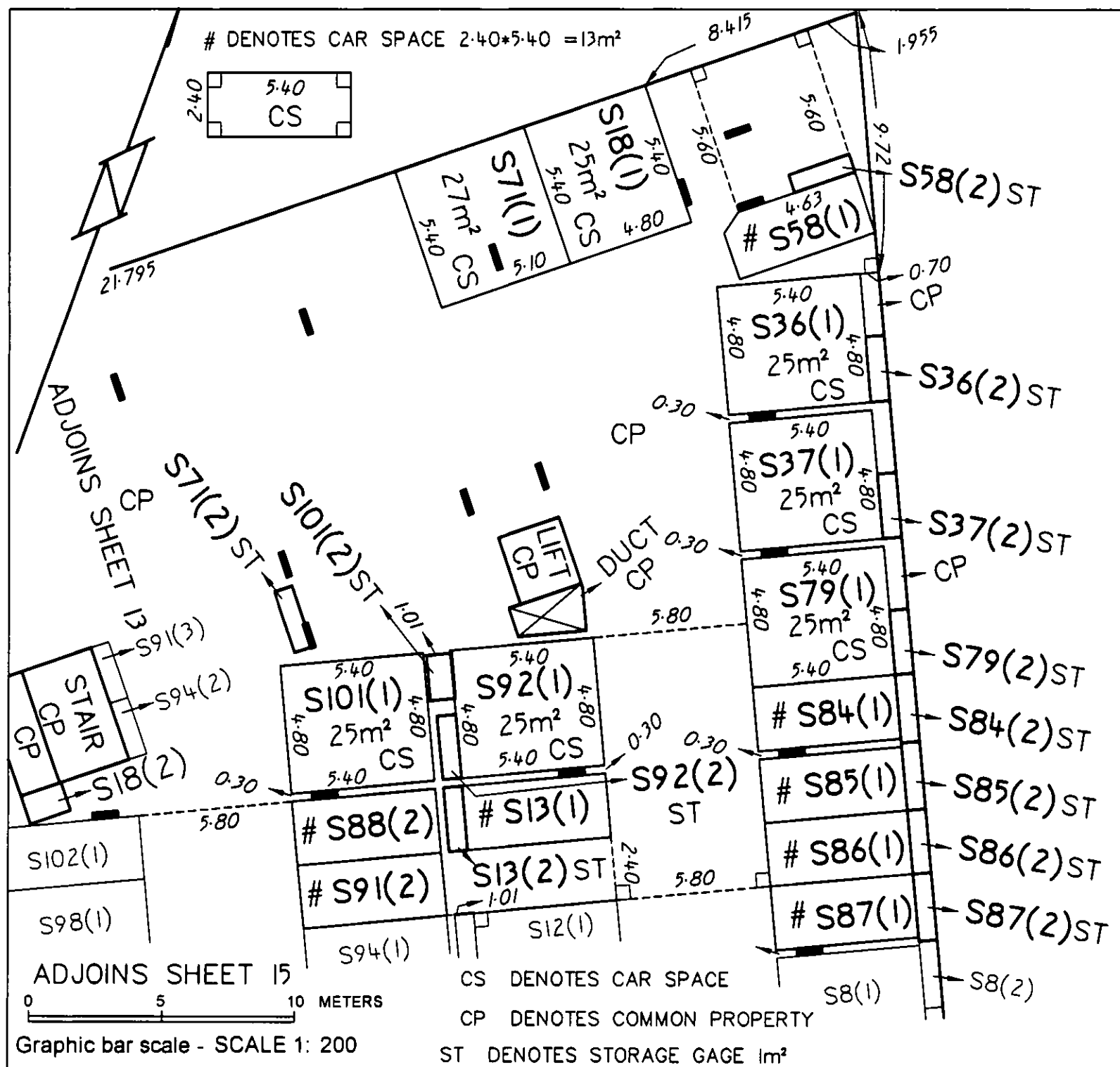
Registered Proprietor

V. Valler

Lyn Tankey Delegate of the
ACT Planning and Land Authority

Division	Section	Block	UNITS PLAN No.
Kingston	19	51	4435

FLOOR NUMBER	BASEMENT 1
--------------	------------



POD LAND OWNER NO 2 PTY LTD ACN 603 799 426
POA# 0145357 BEN GULAN 
CAPPELLO DEVELOPMENTS NO 2 PTY LTD POA# 0145358
BEN GULAN

Registered Proprietor

Lyn Tankey Delegate of the
ACT Planning and Land Authority

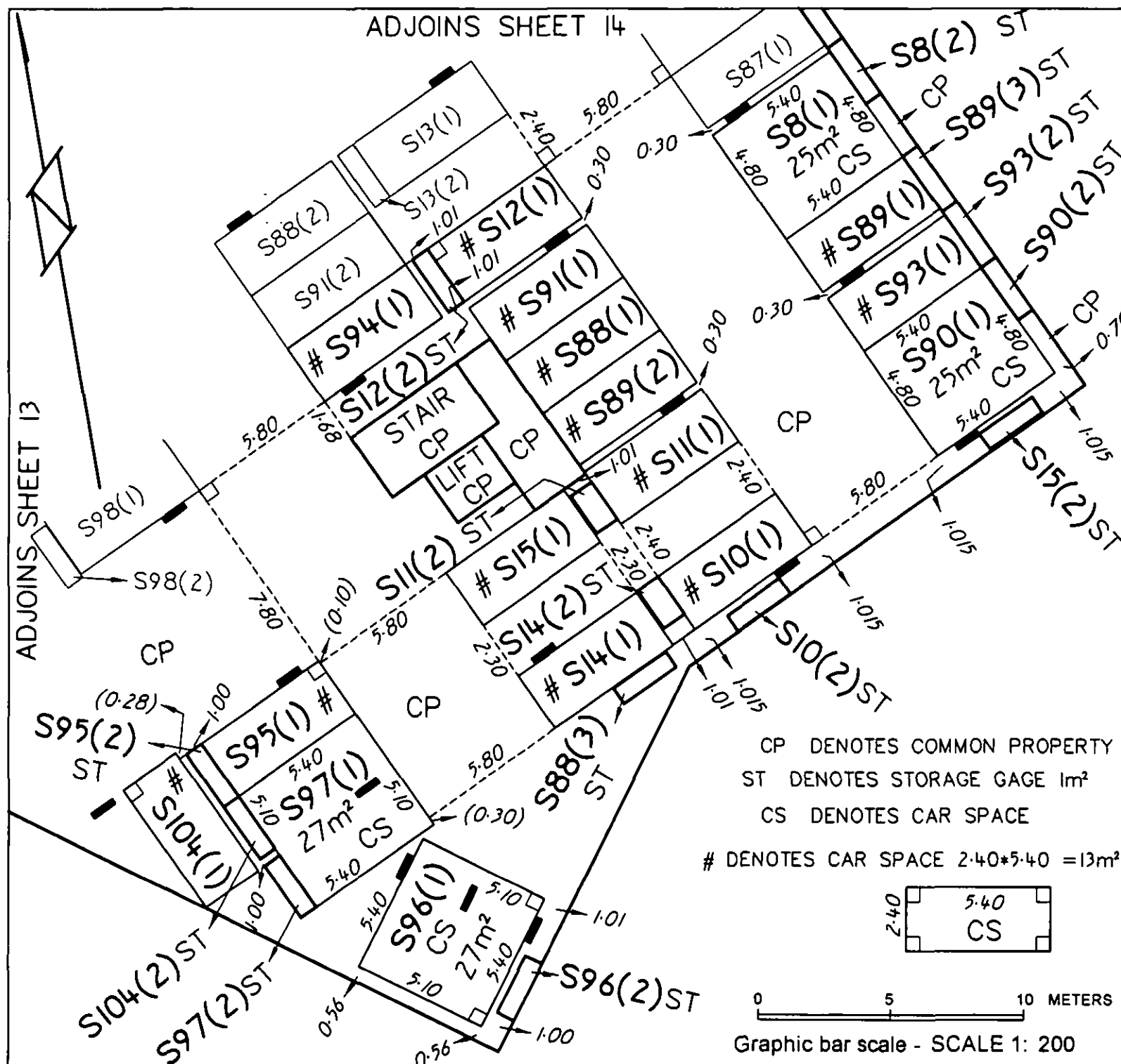
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
Kingston	19	51	4435

FLOOR NUMBER	BASEMENT 1
--------------	------------



POD LAND OWNER NO 2 PTY LTD ACN 603 799 426
POA # 0145357 BEN GULAN

CAPPELO DEVELOPMENTS NO 2 P/L POA # 0145368
BEN GULAN

Registered Proprietor

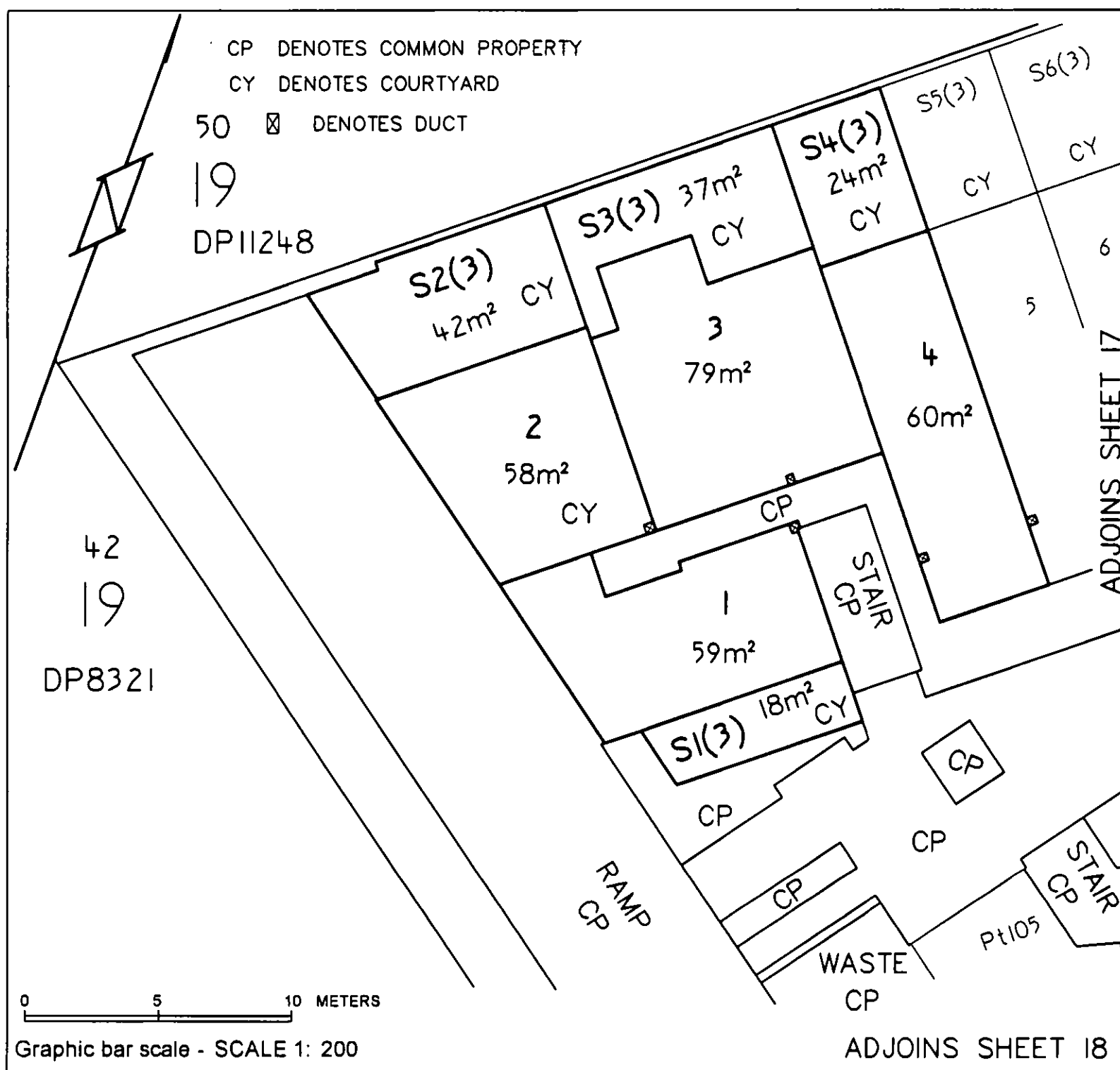
Lyn Tankey Delegate of the
ACT Planning and Land Authority

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
Kingston	19	51	4435

FLOOR NUMBER	GROUND
--------------	--------



POD LAND OWNER NO 2 PTY LTD ACN 603 799 426
POA # 0145357 BEN GULAN

CAPPELLO DEVELOPMENTS NO 2 PTY LTD POA # 0145355
REN GULAN

Registered Proprietor

Lyn Tankey Delegate of the
ACT Planning and Land Authority

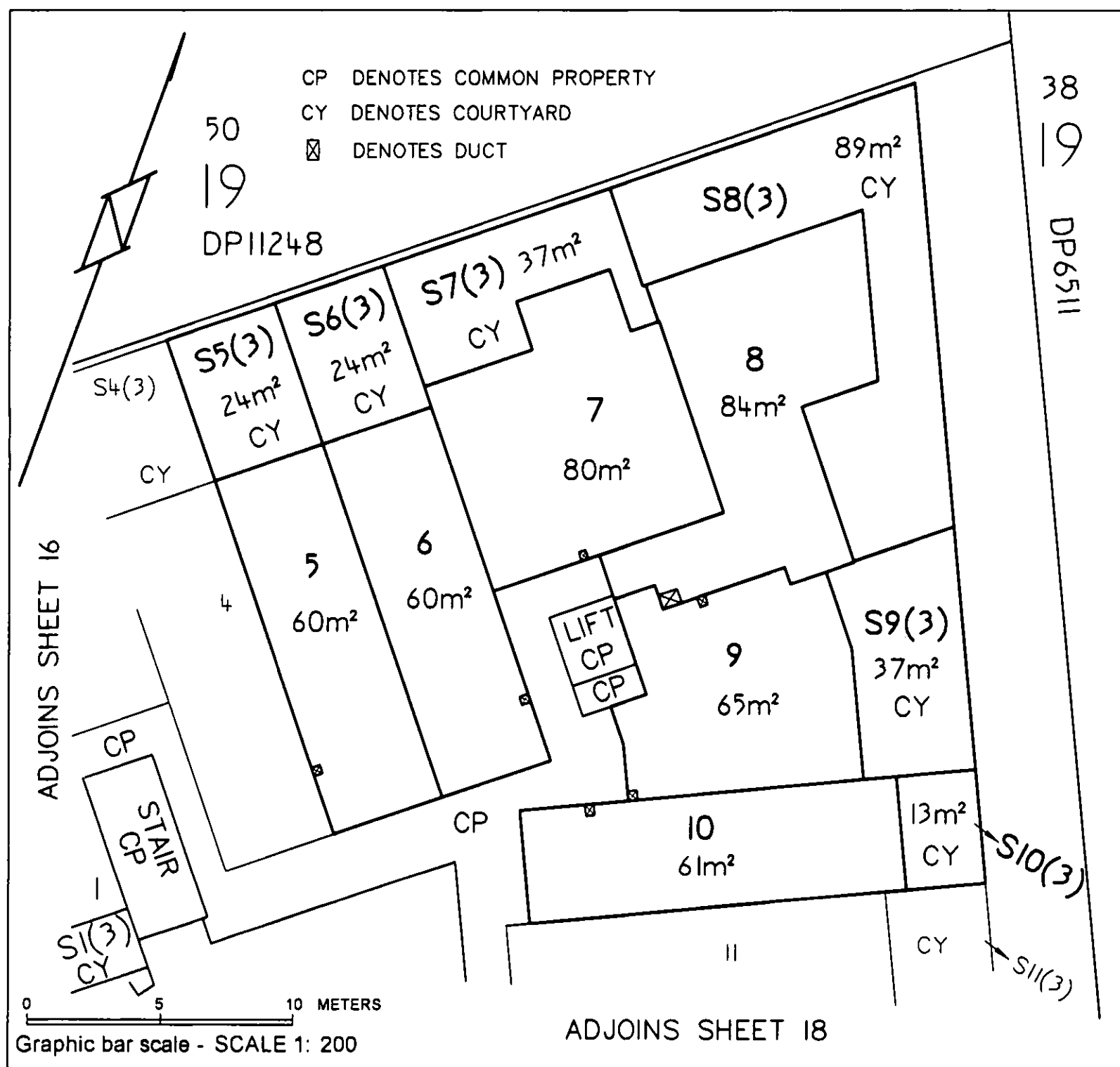
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
Kingston	19	51	4435

FLOOR NUMBER	GROUND
--------------	--------



POD LAND OWNER NO 2 PTY LTD ACN 603 799 426
POA # 0145357 BEN GULAN

CAPPELLO DEVELOPMENTS NO 2 P/L POA # 0145358
BEN GULAN

Registered Proprietor

Lyn Tankey
Lyn Tankey / Delegate of the
ACT Planning and Land Authority

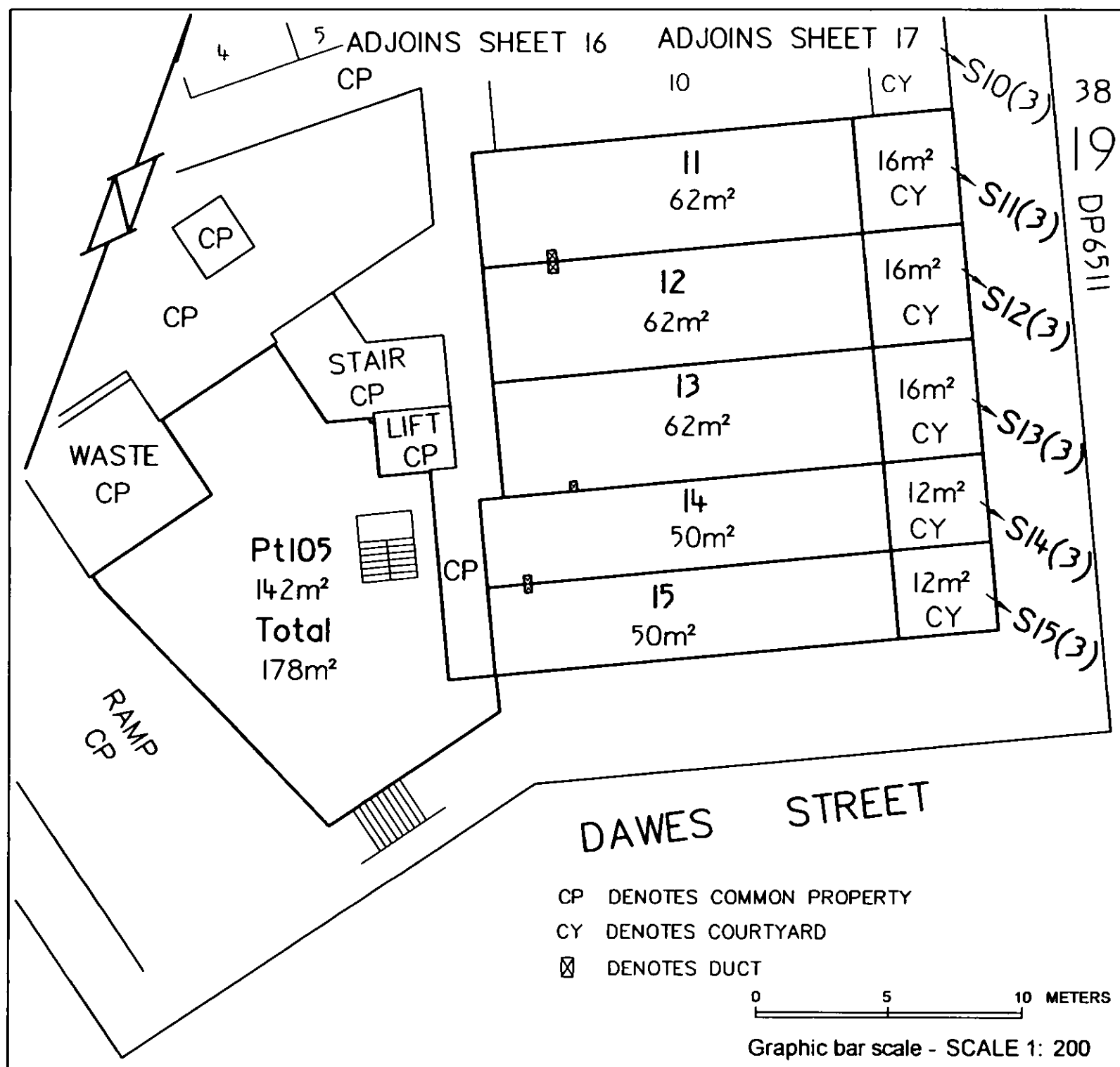
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
Kingston	19	51	4435

FLOOR NUMBER	GROUND
--------------	--------



POD LAND OWNER NO 2 PTY LTD ACN 603 799 426
POA # 0145357 BEN GULAN

CAPPELO DEVELOPMENTS NO 2 P/L POA# 0145357
BEN GULAN

Registered Proprietor


Lyn Tankey Delegate of the
ACT Planning and Land Authority

OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

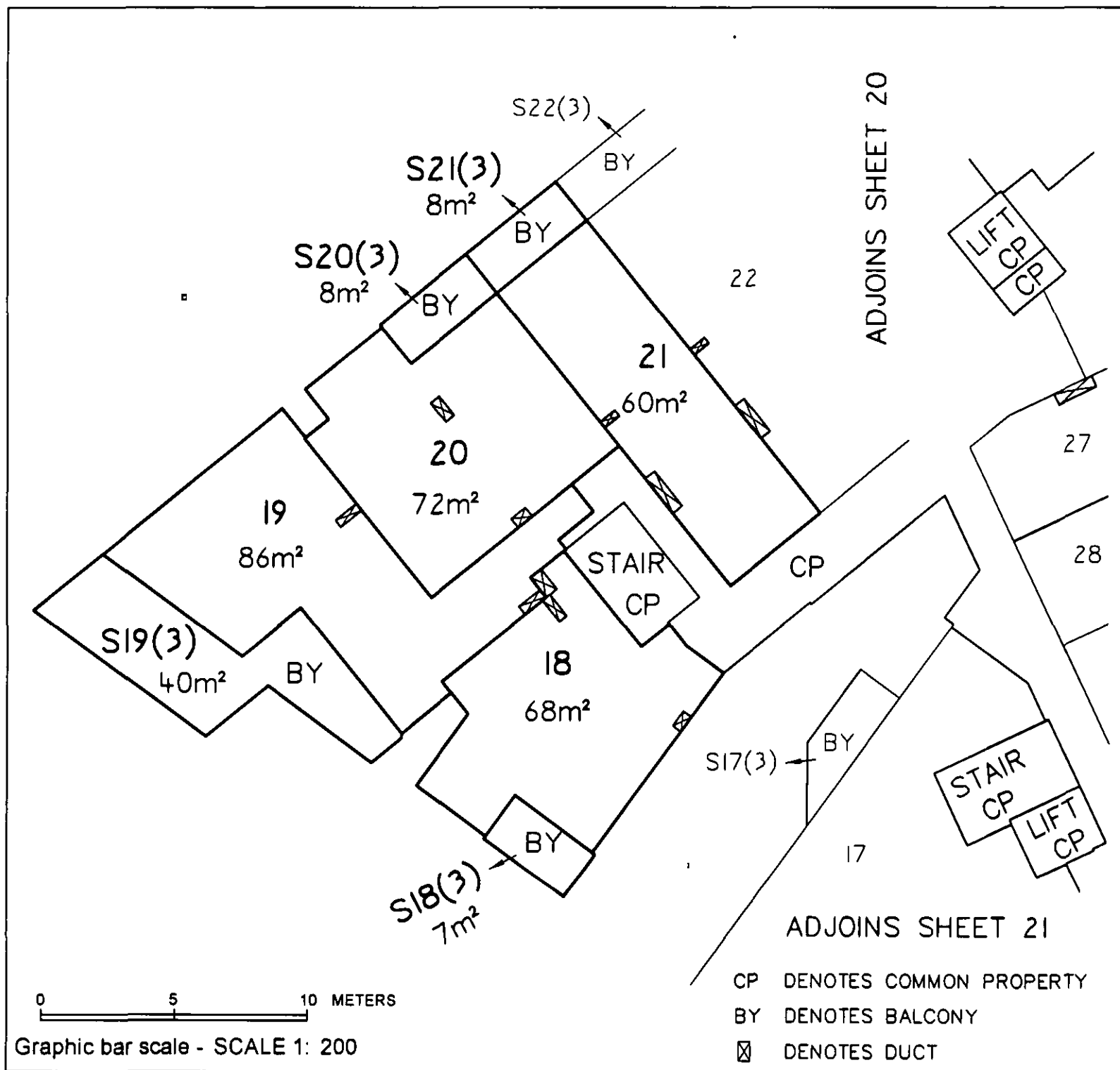
Form 091 - FP

FLOOR PLAN

Division	Section	Block
Kingston	19	51

UNITS PLAN No.
4435

FLOOR NUMBER	FIRST
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POD LAND OWNER NO 2 PTY LTD ACN 603 799426
POA # 0145357 BEN GULANCAPPELLO DEVELOPMENTS NO 2 PTY LTD ACN 603 799426
POA # 0145357 BEN GULAN

Registered Proprietor

Lyn Tankey Delegate of the
ACT Planning and Land Authority

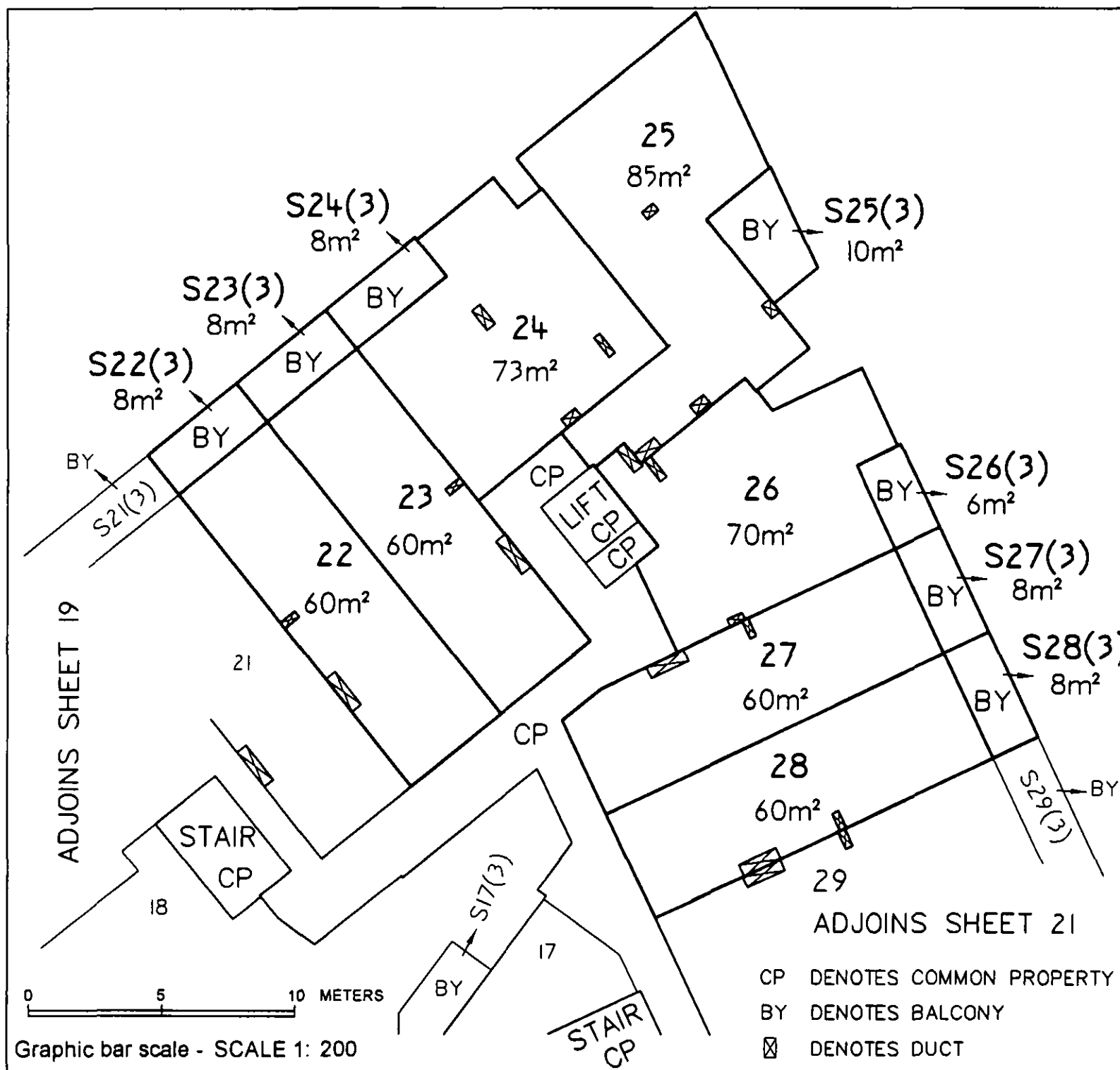
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
Kingston	19	51	4435

FLOOR NUMBER	FIRST
--------------	-------

POD LAND OWNER NO 2 PTY LTD ACN 603 799 426
POA# 0145357 BEN GULANCAPPELLO DEVELOPMENTS NO 2 P/L POA# 0145358
BEN GULAN

Registered Proprietor

Lyn Tankey Delegate of the
ACT Planning and Land Authority

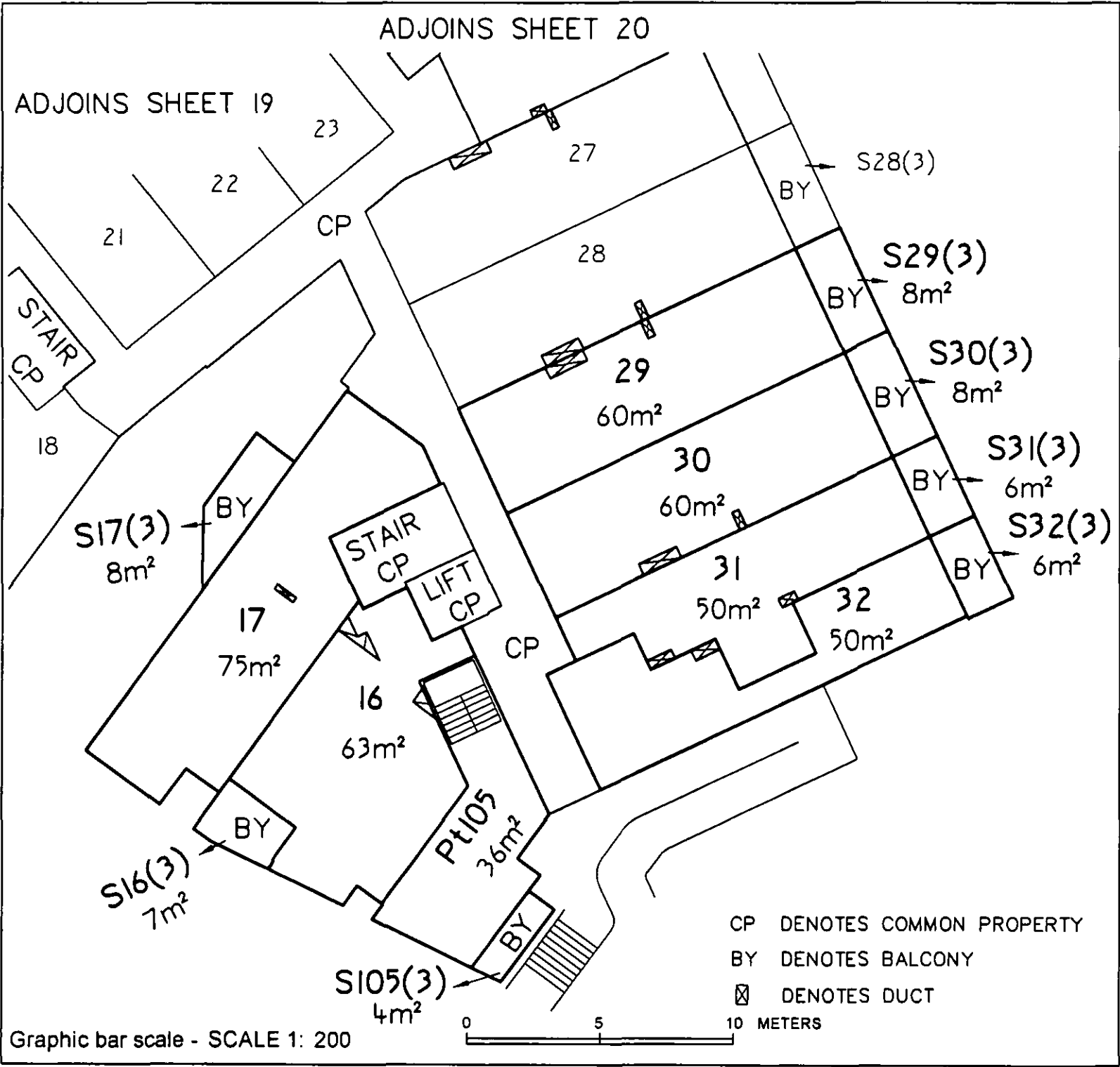
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
Kingston	19	51	4 435

FLOOR NUMBER	FIRST
--------------	-------



POD LAND OWNER NO 2 PTY LTD ACN 603 799 426
POA # 014 5357 BEN GULAN

CAPPELLO DEVELOPMENTS NO 2 PTY LTD ACN 014 5358
BEN GULAN

Registered Proprietor

V. Valley

Lyn Tankey Delegate of the
ACT Planning and Land Authority

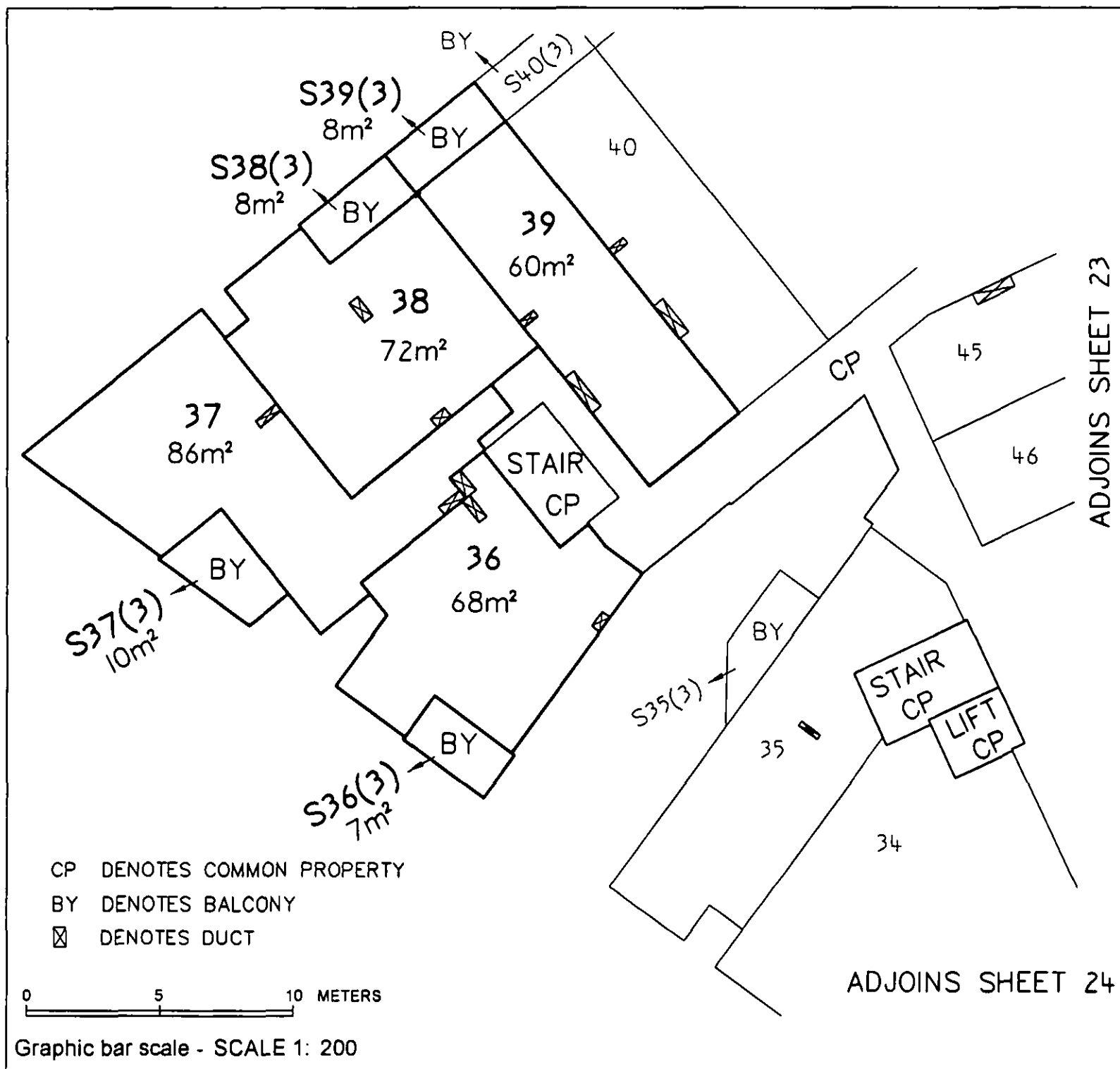
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
Kingston	19	51	4435

FLOOR NUMBER	SECOND
--------------	--------

POD LAND OWNER NO 2 PTY LTD ACN 603 799426
POA# 0145357 BEN GULANCAPPELLO DEVELOPMENTS NO 1 P/L POA# 0145358
BEN GULAN

Registered Proprietor

Lyn Tankey Delegate of the
ACT Planning and Land Authority

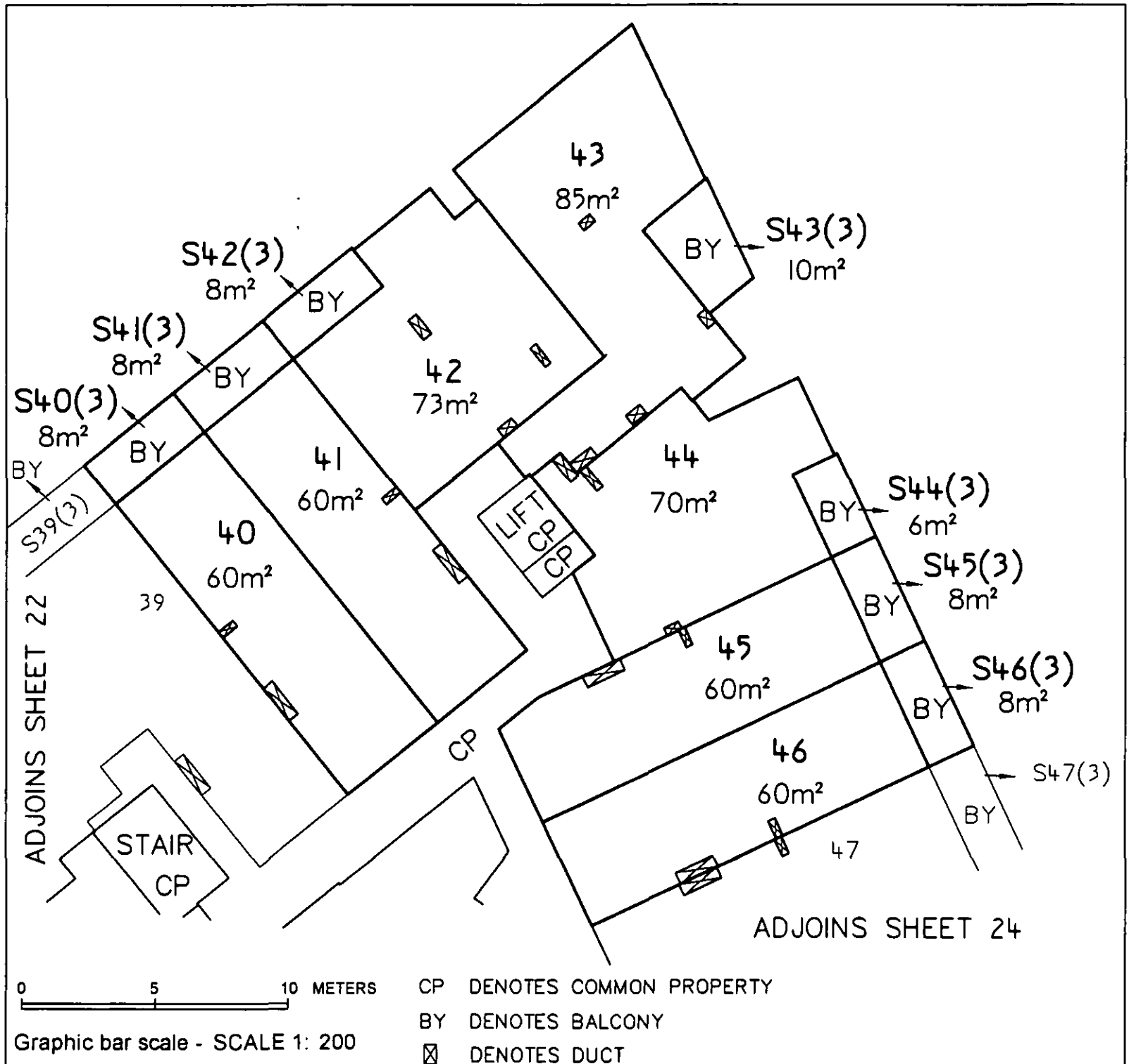
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
Kingston	19	51	4435

FLOOR NUMBER	SECOND
--------------	--------

POD LAND OWNER No 2 PIL POA # 0145357
BGM GULANCAPPELLO DEVELOPMENTS No 2 PIL POA # 0145358
BGM GULAN

Registered Proprietor

*V. Vally*Lyn Tankey Delegate of the
ACT Planning and Land Authority

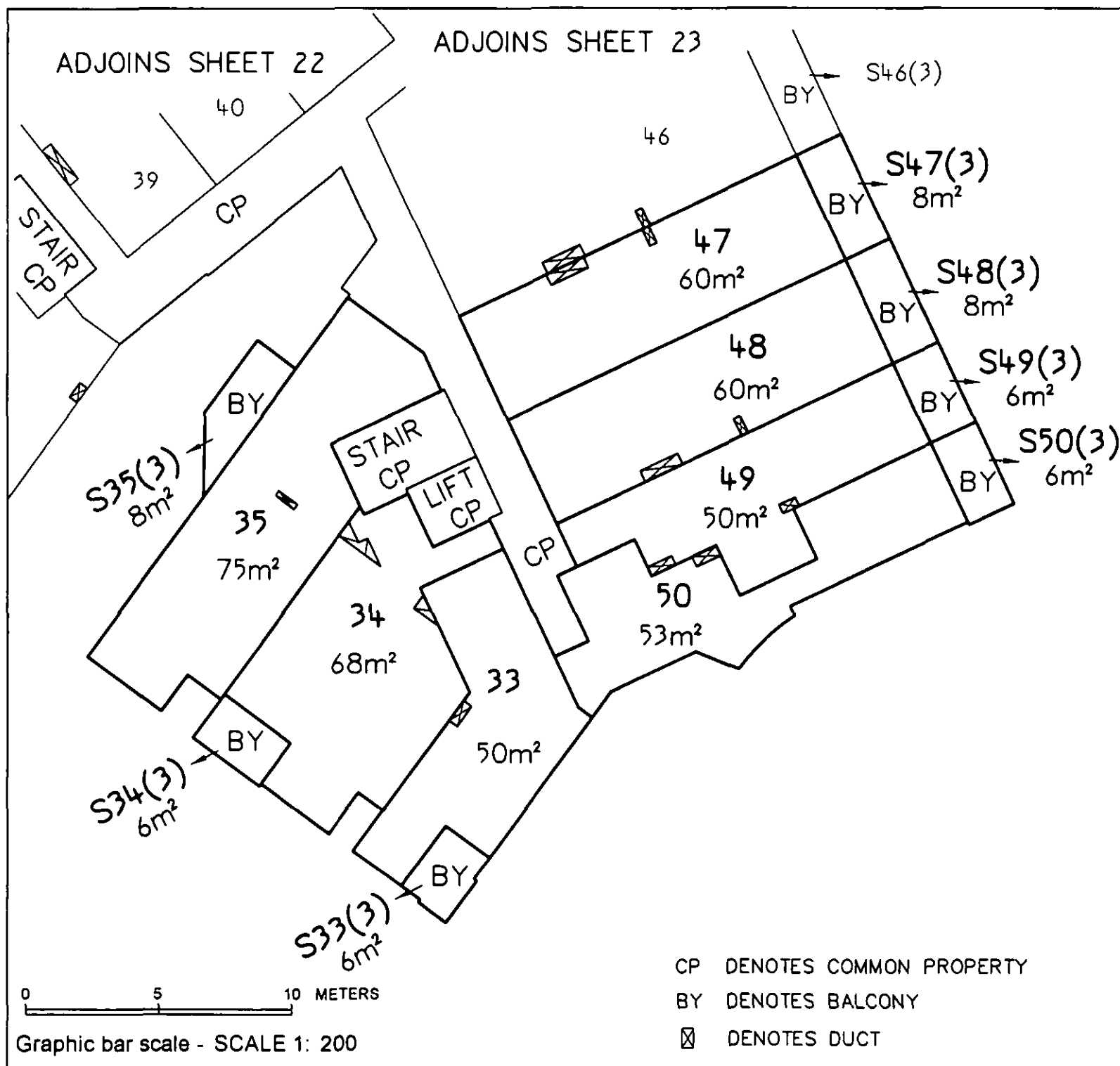
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
Kingston	19	51	4435

FLOOR NUMBER	SECOND
--------------	--------

P/O LAND OWNER NO 3 P/L POA # 0145357
BEN GULANCAPPELLO DEVELOPMENTS NO 2 P/L POA # 0145358
BEN GULAN

Registered Proprietor

Lyn Tankey
Delegate of the
ACT Planning and Land Authority

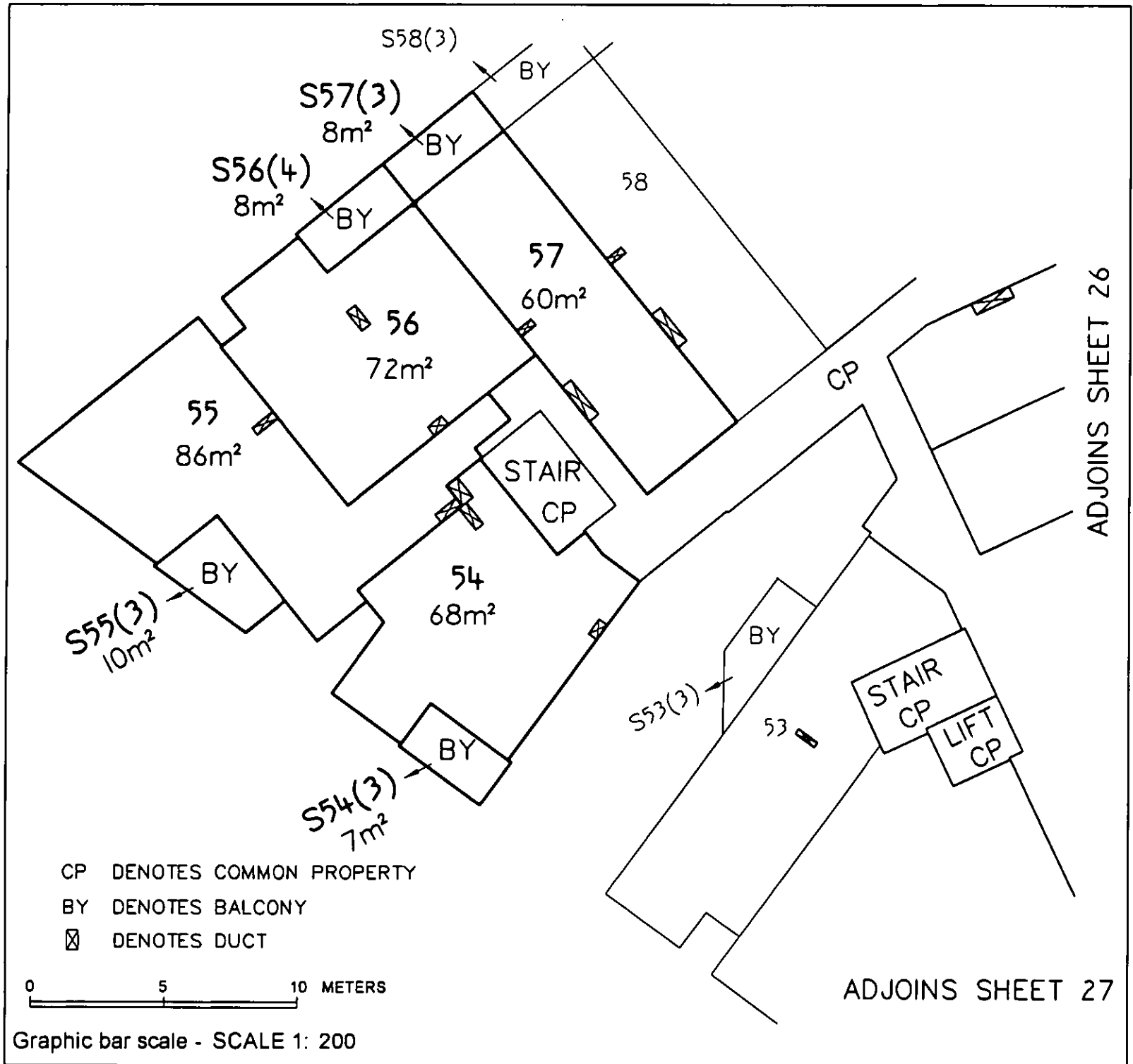
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
Kingston	19	51	4435

FLOOR NUMBER	THIRD
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POD LAND OWNER NO 2 PTY LTD POA# 0145357
BEN GULANCAPPELLO DEVELOPMENTS NO 2 PTY LTD POA# 0145358
BEN GULAN

Registered Proprietor

V Vally

Lyn Tankey Delegate of the
ACT Planning and Land Authority

OFFICE OF REGULATORY SERVICES

Department of Justice and Community Safety

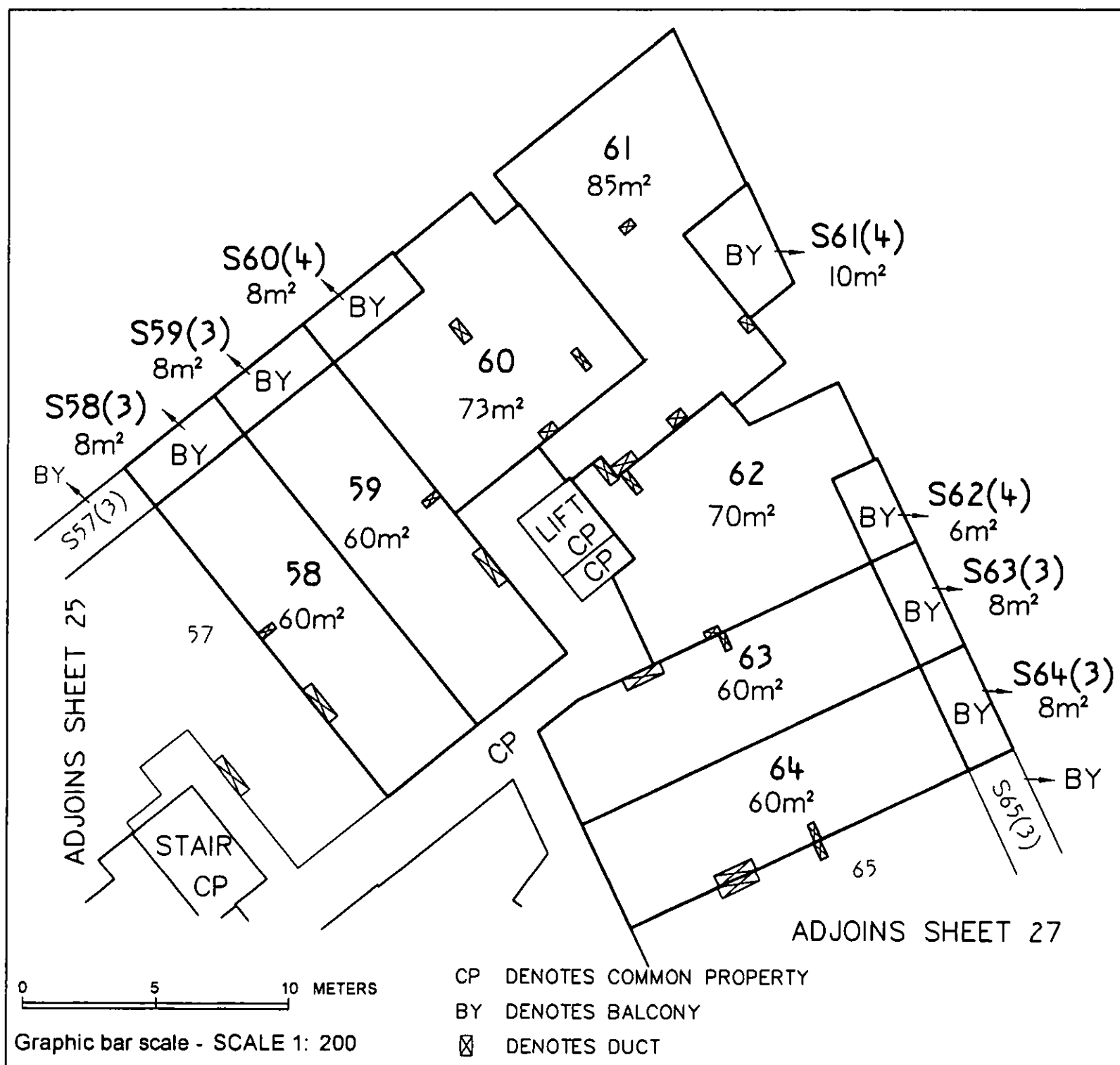
Form 091 - FP

FLOOR PLAN

Division	Section	Block
Kingston	19	51

UNITS PLAN No.
4435

FLOOR NUMBER	THIRD
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POD LAND OWNER NO 2 PTY LTD POA# 0145357
BEN GULAN

CAPDELLO DEVELOPMENTS NO 2 P/L POA# 0145358
BEN GULAN

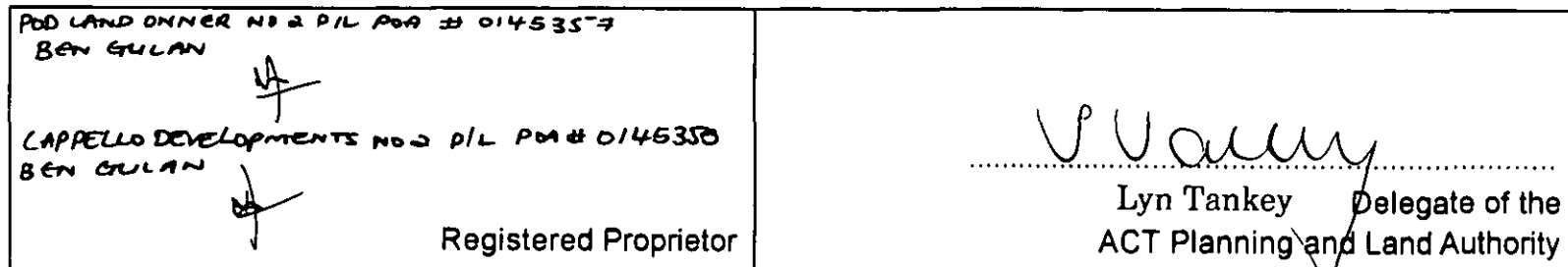
Registered Proprietor

V. V. V.

Lyn Tankey Delegate of the
ACT Planning and Land Authority

Division	Section	Block	UNITS PLAN No.
Kingston	19	51	4435

THIRD



OFFICE OF REGULATORY SERVICES

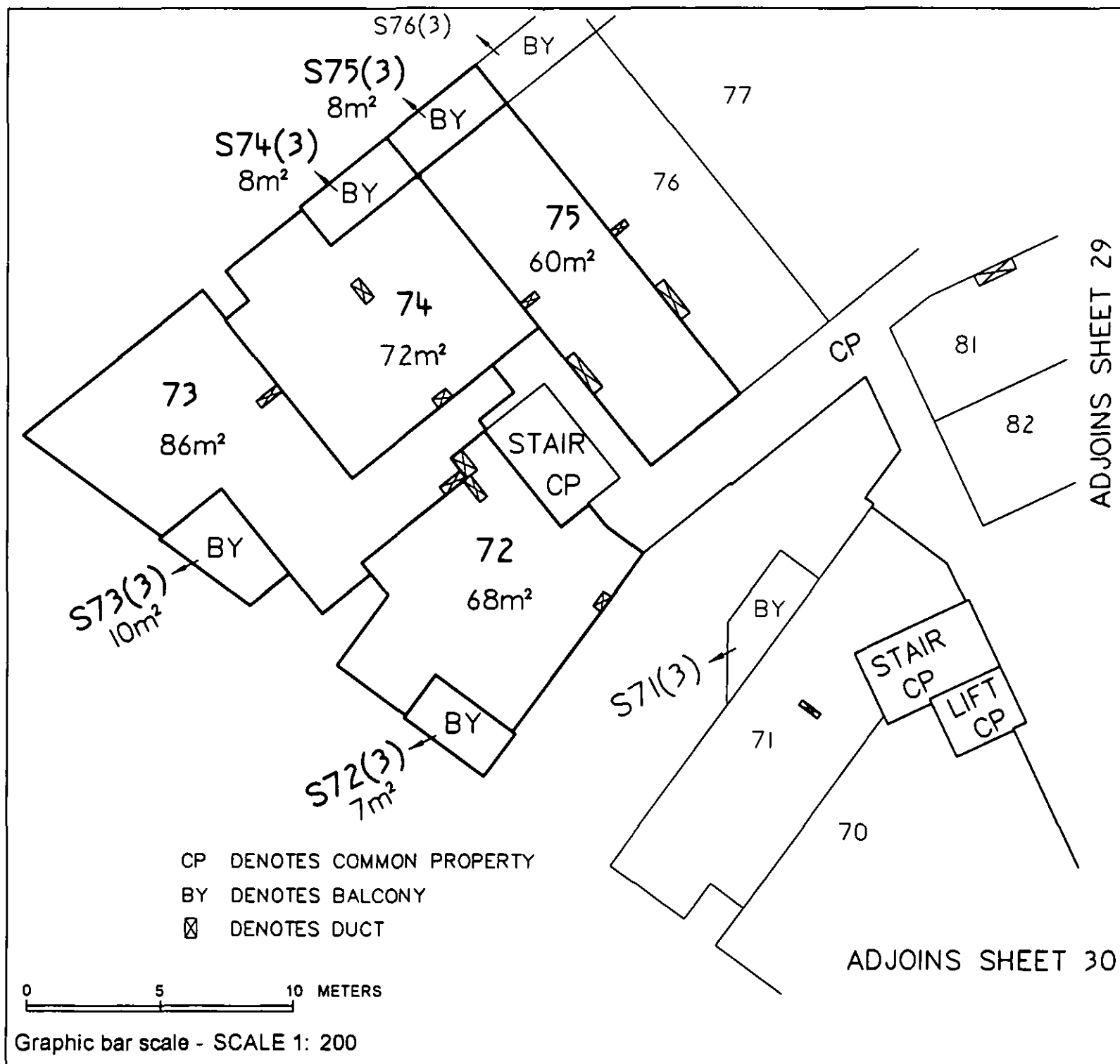
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
Kingston	19	51	4435

FLOOR NUMBER	FOURTH
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POD LAND OWNER NO 2 P/L POA # 0145357
BEN GULAN

CAPPELLO DEVELOPMENTS NO 2 P/L POA # 0145359
BEN GULAN

Registered Proprietor

V Vally

Lyn Tankey Delegate of the
ACT Planning and Land Authority

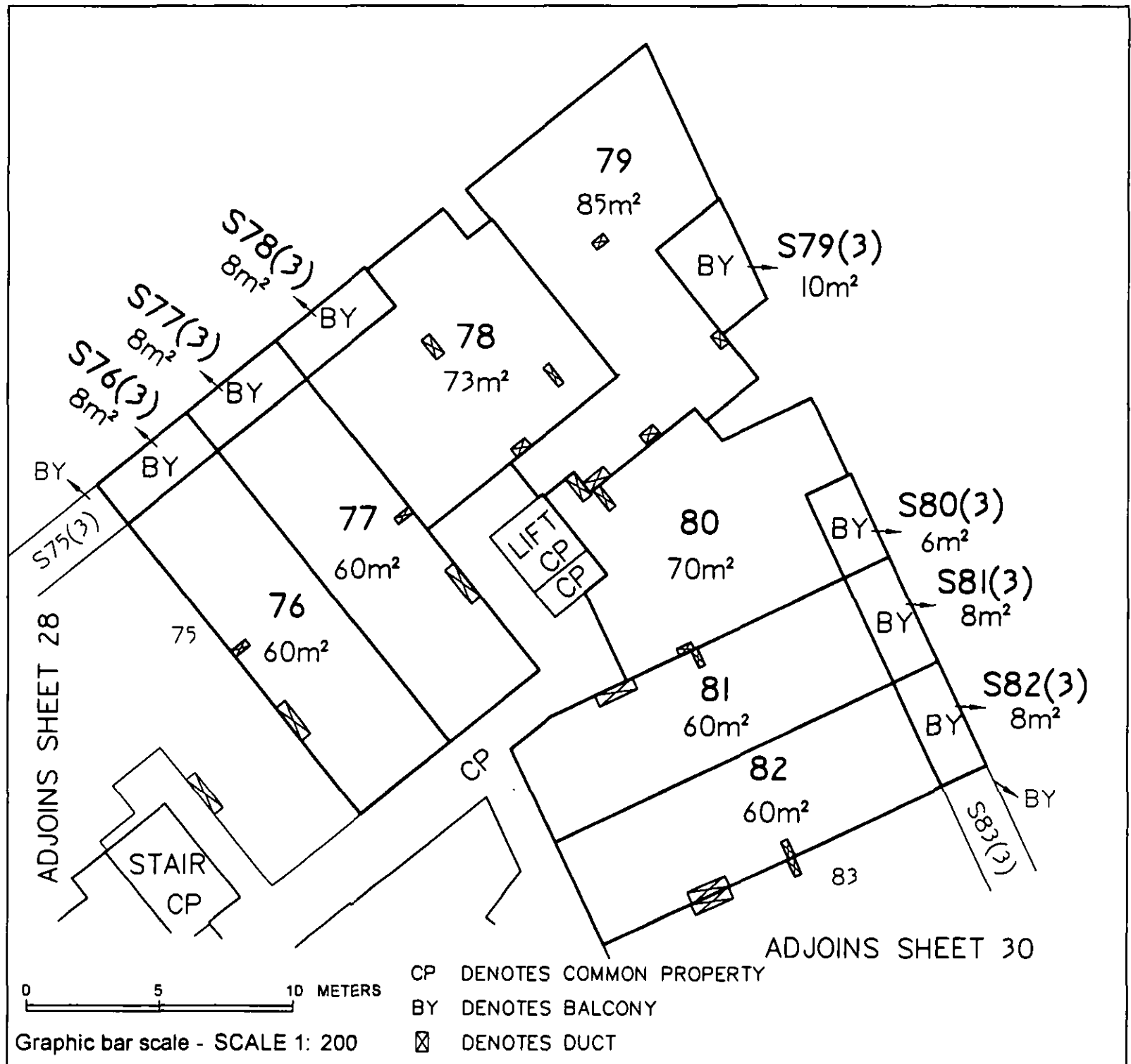
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
Kingston	19	51	4435

FLOOR NUMBER	FOURTH
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POD LAND OWNER NO 2 P/L POA # 0145357
BEN GULANCAPPELO DEVELOPMENTS NO 2 P/L POA # 0145358
BEN GULAN

Registered Proprietor

V Vally

Lyn Tankey
Delegate of the
ACT Planning and Land Authority

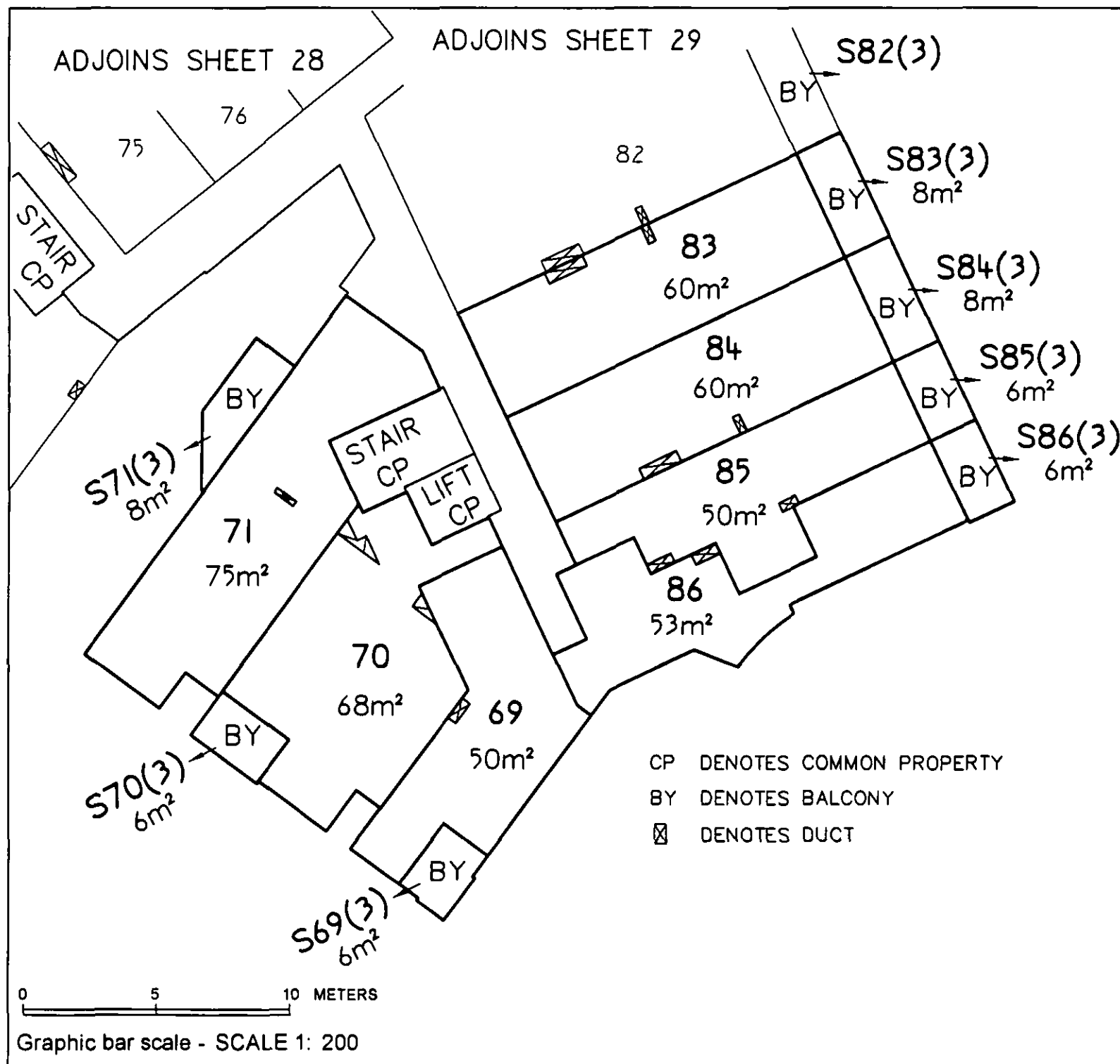
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Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
Kingston	19	51	4435

FLOOR NUMBER	FOURTH
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RD LAND OWNER NO 2 PIL PMA # 0145357
BEN GULAN

LAPPELO DEVELOPMENTS NO 2 PIL PMA # 0145358
BEN GULAN

Registered Proprietor

Lyn Tankey Delegate of the
ACT Planning and Land Authority

OFFICE OF REGULATORY SERVICES

Department of Justice and Community Safety

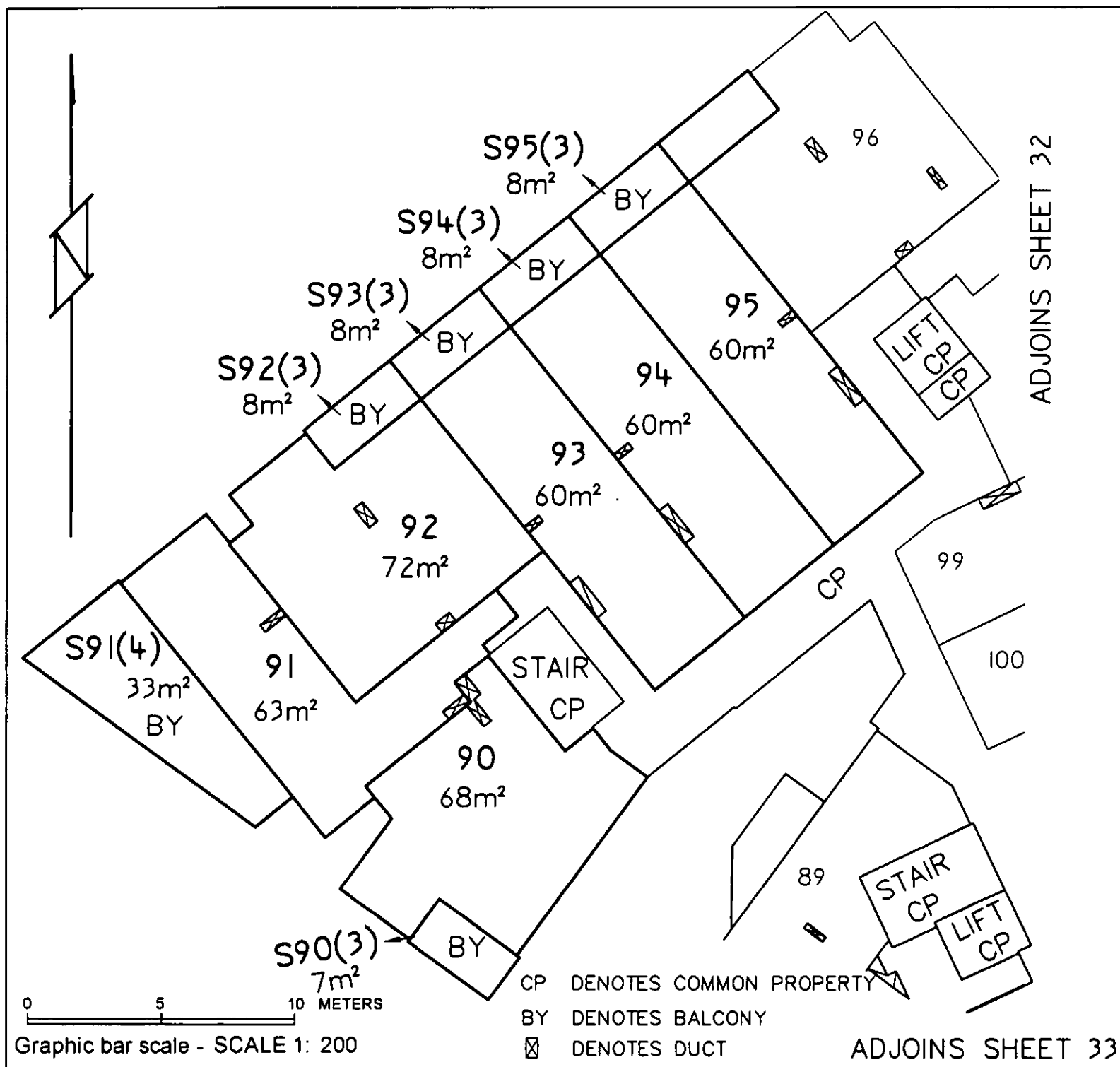
Form 091 - FP

FLOOR PLAN

Division	Section	Block
Kingston	19	51

UNITS PLAN No.
4435

FLOOR NUMBER	FIFTH
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POD LAND OWNER NO 2 P/L POA # 0145357
BEN GULANCAPPELLO DEVELOPMENTS NO 2 P/L POA # 0145358
BEN GULAN

Registered Proprietor

V. Vally

Lyn Tankey Delegate of the
ACT Planning and Land Authority

OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

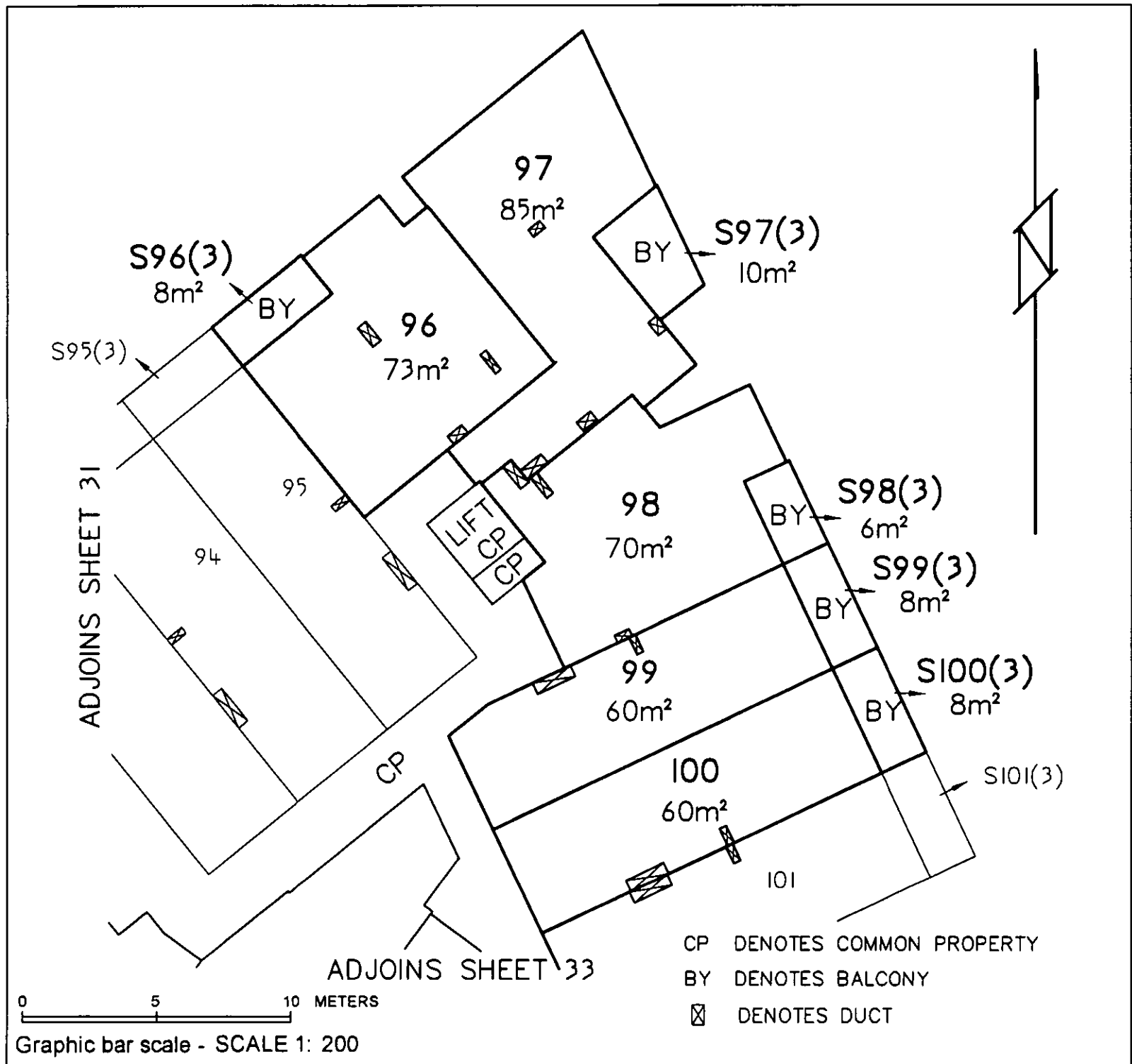
Form 091 - FP

FLOOR PLAN

Division	Section	Block
Kingston	19	51

UNITS PLAN No.
4435

FLOOR NUMBER	FIFTH
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POD LAND OWNER NO 2 PIL POA # 0146357
BEN GULANCAPPELLO DEVELOPMENTS NO 2 PIL POA # 014535B
BEN GULAN

Registered Proprietor

V Valley

Lyn Tankey Delegate of the
ACT Planning and Land Authority

Form 091 - FP

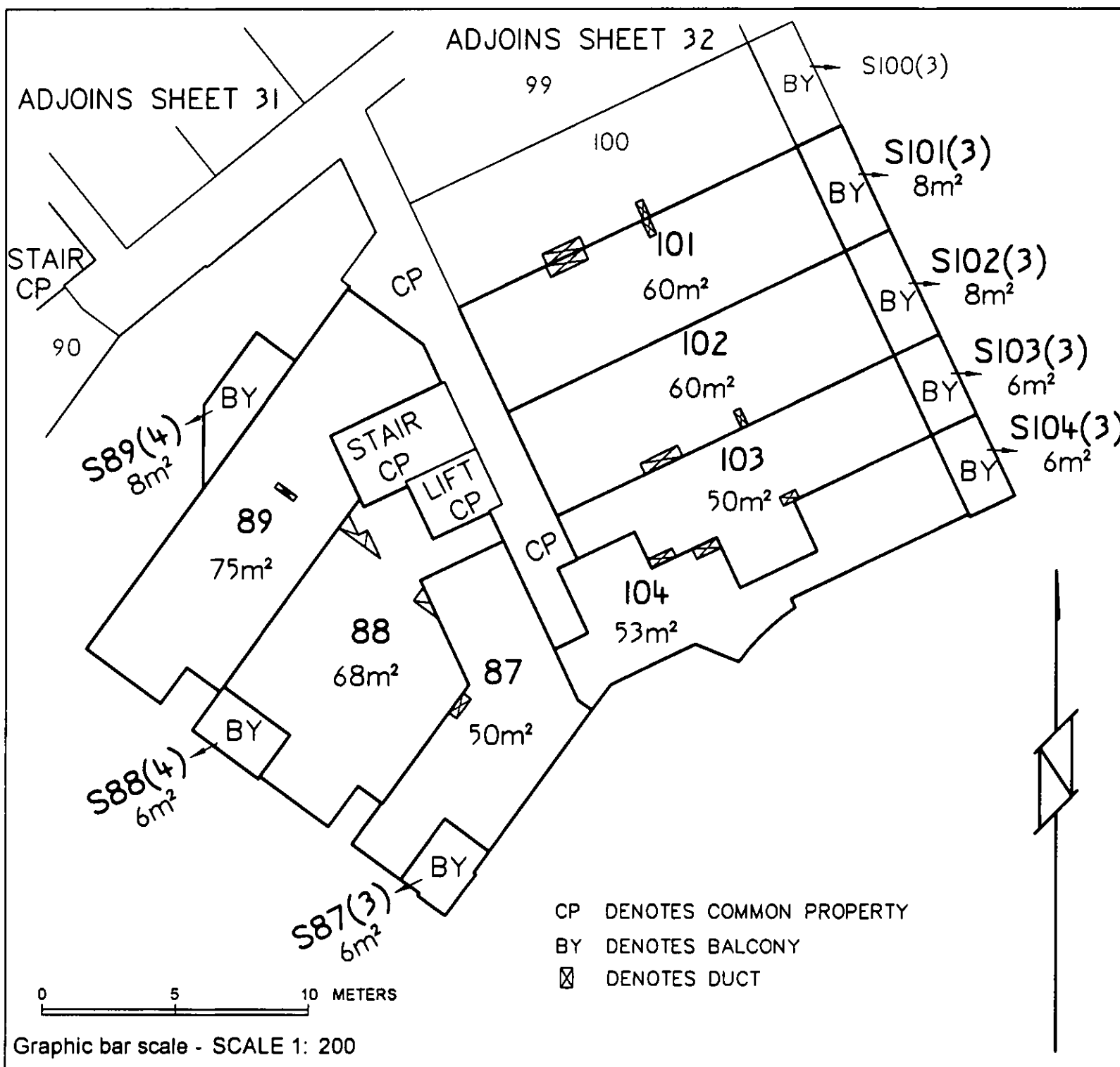
FLOOR PLAN

Division	Section	Block
Kingston	19	51

UNITS PLAN No.

4435

FLOOR NUMBER	FIFTH
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POP LAND OWNER ND 2 PIL POA# 0145357

CAPPELLO DEVELOPMENTS NO 2 P/L AOA #
BEN GULAN 0145353

Registered Proprietor

Lyn Tankey/ Delegate of the
ACT Planning and Land Authority

OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
Kingston	19	51	4435

FLOOR NUMBER	
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LEGEND AND SPECIFICATION SHEET

UNIT AREAS HAVE BEEN DETERMINED WITH REFERENCE TO
THE CENTRELINE OF WALLS, UNLESS NOTED OTHERWISE

THE POSITION OF THE WALL CENTRELINES HAVE BEEN
ESTIMATED (DEDUCED) TO DETERMINE UNIT AREA

ALL AREAS ARE APPROXIMATE AND MAY CONTAIN COLUMNS
AND SERVICE DUCTS, WHICH ARE COMMON PROPERTY

AREAS ARE SHOWN FOR THE PURPOSES OF THE UNITS PLAN
ONLY AND MUST NOT BE USED FOR ANY OTHER PURPOSE

UNITS & SUBSIDIARIES ARE SUBJECT TO THE PROVISIONS OF SECTION 34
OF THE UNIT TITLES ACT 2001, WHERE APPLICABLE

- CP DENOTES COMMON PROPERTY
CS DENOTES CAR SPACE
ST DENOTES STORAGE CAGE
CY DENOTES COURTYARD
GA DENOTES GARAGE
BY DENOTES BALCONY
☒ DENOTES DUCT
I DENOTES COLUMN
└ DENOTES RIGHT ANGLE

Graphic bar scale - SCALE 1:

POD LAND OWNER NO 2 PTY LTD POA# 0145357
BEN GULAN

CAPPELLO DEVELOPMENTS NO 2 P/L POA# 0145358
BEN GULAN

Registered Proprietor

Lyn Tankey
Lyn Tankey Delegate of the
ACT Planning and Land Authority

Block 51 Section 19 Kingston

Sheet.....35.....of.....55.

Unit Plan No	Address	Floor	Sheet	Sub 1 (Sheet)	Sub 2 (Sheet)	Sub 3 (Sheet)	Sub 4 (Sheet)
1	1/29 Dawes Street	Ground	16	Car Space (12)	Storage (12)	Courtyard (16)	
2	2/29 Dawes Street	Ground	16	Car Space (12)	Storage (12)	Courtyard (16)	
3	3/29 Dawes Street	Ground	16	Car Space (11)	Storage (10)	Courtyard (16)	
4	4/29 Dawes Street	Ground	16	Car Space (12)	Storage (12)	Courtyard (16)	
5	5/29 Dawes Street	Ground	17	Car Space (12)	Storage (12)	Courtyard (17)	
6	6/29 Dawes Street	Ground	17	Car Space (11)	Storage (11)	Courtyard (17)	
7	7/29 Dawes Street	Ground	17	Car Space (12)	Storage (12)	Courtyard (17)	
8	8/29 Dawes Street	Ground	17	Car Space (15)	Storage (15)	Courtyard (17)	
9	9/29 Dawes Street	Ground	17	Car Space (12)	Storage (12)	Courtyard (17)	
10	10/29 Dawes Street	Ground	17	Car Space (15)	Storage (15)	Courtyard (17)	
11	11/29 Dawes Street	Ground	18	Car Space (15)	Storage (15)	Courtyard (18)	
12	12/29 Dawes Street	Ground	18	Car Space (15)	Storage (15)	Courtyard (18)	
13	13/29 Dawes Street	Ground	18	Car Space (14)	Storage (14)	Courtyard (18)	
14	14/29 Dawes Street	Ground	18	Car Space (15)	Storage (15)	Courtyard (18)	
15	15/29 Dawes Street	Ground	18	Car Space (15)	Storage (15)	Courtyard (18)	
16	16/29 Dawes Street	First	21	Car Space (8)	Storage (8)	Balcony (21)	
17	17/29 Dawes Street	First	21	Car Space (9)	Storage (8)	Balcony (21)	
18	18/29 Dawes Street	First	19	Car Space (14)	Storage (13)	Balcony (19)	
19	19/29 Dawes Street	First	19	Car Space (9)	Storage (9)	Balcony (19)	
20	20/29 Dawes Street	First	19	Car Space (9)	Storage (9)	Balcony (19)	
21	21/29 Dawes Street	First	19	Car Space (9)	Storage (8)	Balcony (19)	
22	22/29 Dawes Street	First	20	Car Space (9)	Storage (9)	Balcony (20)	
23	23/29 Dawes Street	First	20	Car Space (9)	Storage (9)	Balcony (20)	
24	24/29 Dawes Street	First	20	Car Space (8)	Storage (9)	Balcony (20)	
25	25/29 Dawes Street	First	20	Car Space (8)	Storage (8)	Balcony (20)	
26	26/29 Dawes Street	First	20	Car Space (8)	Storage (9)	Balcony (20)	
27	27/29 Dawes Street	First	20	Car Space (8)	Storage (9)	Balcony (20)	
28	28/29 Dawes Street	First	20	Car Space (8)	Storage (8)	Balcony (20)	
29	29/29 Dawes Street	First	21	Car Space (8)	Storage (8)	Balcony (21)	
30	30/29 Dawes Street	First	21	Car Space (8)	Storage (8)	Balcony (21)	
31	31/29 Dawes Street	First	21	Car Space (8)	Storage (8)	Balcony (21)	
32	32/29 Dawes Street	First	21	Car Space (8)	Storage (8)	Balcony (21)	
33	33/29 Dawes Street	Second	24	Car Space (8)	Storage (8)	Balcony (24)	
34	34/29 Dawes Street	Second	24	Car Space (8)	Storage (8)	Balcony (24)	
35	35/29 Dawes Street	Second	24	Car Space (8)	Storage (8)	Balcony (24)	
36	36/29 Dawes Street	Second	22	Car Space (14)	Storage (14)	Balcony (22)	
37	37/29 Dawes Street	Second	22	Car Space (14)	Storage (14)	Balcony (22)	
38	38/29 Dawes Street	Second	22	Car Space (8)	Storage (8)	Balcony (22)	
39	39/29 Dawes Street	Second	22	Car Space (10)	Storage (10)	Balcony (22)	
40	40/29 Dawes Street	Second	23	Car Space (9)	Storage (9)	Balcony (23)	
41	41/29 Dawes Street	Second	23	Car Space (9)	Storage (9)	Balcony (23)	
42	42/29 Dawes Street	Second	23	Car Space (10)	Storage (11)	Balcony (23)	
43	43/29 Dawes Street	Second	23	Car Space (10)	Storage (11)	Balcony (23)	
44	44/29 Dawes Street	Second	23	Car Space (10)	Storage (12)	Balcony (23)	
45	45/29 Dawes Street	Second	23	Car Space (9)	Storage (9)	Balcony (23)	
46	46/29 Dawes Street	Second	23	Car Space (10)	Storage (10)	Balcony (23)	
47	47/29 Dawes Street	Second	24	Car Space (10)	Storage (11)	Balcony (24)	

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Block 51 Section 19 Kingston

Sheet.....36.....of.....55.

Unit Plan No	Address	Floor	Sheet	Sub 1 (Sheet)	Sub 2 (Sheet)	Sub 3 (Sheet)	Sub 4 (Sheet)
48	48/29 Dawes Street	Second	24	Car Space (10)	Storage (11)	Balcony (24)	
49	49/29 Dawes Street	Second	24	Car Space (10)	Storage (10)	Balcony (24)	
50	50/29 Dawes Street	Second	24	Car Space (10)	Storage (12)	Balcony (24)	
51	51/29 Dawes Street	Thirld	27	Car Space (9)	Storage (9)	Balcony (27)	
52	52/29 Dawes Street	Thirld	27	Car Space (11)	Storage (12)	Balcony (27)	
53	53/29 Dawes Street	Thirld	27	Car Space (11)	Storage (10)	Balcony (27)	
54	54/29 Dawes Street	Thirld	25	Car Space (11)	Storage (11)	Balcony (25)	
55	55/29 Dawes Street	Thirld	25	Car Space (11)	Storage (11)	Balcony (25)	
56	56/29 Dawes Street	Thirld	25	Car Space (12)	Car Space (12)	Storage (12)	Balcony (25)
57	57/29 Dawes Street	Thirld	25	Car Space (11)	Storage (11)	Balcony (25)	
58	58/29 Dawes Street	Thirld	26	Car Space (14)	Storage (14)	Balcony (26)	
59	59/29 Dawes Street	Thirld	26	Car Space (11)	Storage (11)	Balcony (26)	
60	60/29 Dawes Street	Thirld	26	Car Space (11)	Car Space (12)	Storage (11)	Balcony (26)
61	61/29 Dawes Street	Thirld	26	Car Space (11)	Car Space (12)	Storage (11)	Balcony (26)
62	62/29 Dawes Street	Thirld	26	Car Space (12)	Car Space (12)	Storage (12)	Balcony (26)
63	63/29 Dawes Street	Thirld	26	Car Space (11)	Storage (11)	Balcony (26)	
64	64/29 Dawes Street	Thirld	26	Car Space (11)	Storage (11)	Balcony (26)	
65	65/29 Dawes Street	Thirld	27	Car Space (11)	Storage (11)	Balcony (27)	
66	66/29 Dawes Street	Thirld	27	Car Space (11)	Storage (11)	Balcony (27)	
67	67/29 Dawes Street	Thirld	27	Car Space (12)	Storage (12)	Balcony (27)	
68	68/29 Dawes Street	Thirld	27	Car Space (11)	Storage (11)	Balcony (27)	
69	69/29 Dawes Street	Fourth	30	Car Space (11)	Storage (11)	Balcony (30)	
70	70/29 Dawes Street	Fourth	30	Car Space (11)	Storage (11)	Balcony (30)	
71	71/29 Dawes Street	Fourth	30	Car Space (14)	Storage (14)	Balcony (30)	
72	72/29 Dawes Street	Fourth	28	Car Space (11)	Storage (11)	Balcony (28)	
73	73/29 Dawes Street	Fourth	28	Car Space (12)	Storage (12)	Balcony (28)	
74	74/29 Dawes Street	Fourth	28	Car Space (12)	Storage (12)	Balcony (28)	
75	75/29 Dawes Street	Fourth	28	Car Space (13)	Storage (13)	Balcony (28)	
76	76/29 Dawes Street	Fourth	29	Car Space (12)	Storage (12)	Balcony (29)	
77	77/29 Dawes Street	Fourth	29	Car Space (12)	Storage (12)	Balcony (29)	
78	78/29 Dawes Street	Fourth	29	Car Space (10)	Storage (10)	Balcony (29)	
79	79/29 Dawes Street	Fourth	29	Car Space (14)	Storage (14)	Balcony (29)	
80	80/29 Dawes Street	Fourth	29	Car Space (10)	Storage (10)	Balcony (29)	
81	81/29 Dawes Street	Fourth	29	Car Space (10)	Storage (10)	Balcony (29)	
82	82/29 Dawes Street	Fourth	29	Car Space (10)	Storage (10)	Balcony (29)	
83	83/29 Dawes Street	Fourth	30	Car Space (13)	Storage (13)	Balcony (30)	
84	84/29 Dawes Street	Fourth	30	Car Space (14)	Storage (14)	Balcony (30)	
85	85/29 Dawes Street	Fourth	30	Car Space (14)	Storage (14)	Balcony (30)	
86	86/29 Dawes Street	Fourth	30	Car Space (14)	Storage (14)	Balcony (30)	
87	87/29 Dawes Street	Fifth	33	Car Space (14)	Storage (14)	Balcony (33)	
88	88/29 Dawes Street	Fifth	33	Car Space (15)	Car Space (14)	Storage (15)	Balcony (33)
89	89/29 Dawes Street	Fifth	33	Car Space (15)	Car Space (15)	Storage (15)	Balcony (33)
90	90/29 Dawes Street	Fifth	31	Car Space (15)	Storage (15)	Balcony (31)	
91	91/29 Dawes Street	Fifth	31	Car Space (15)	Car Space (14)	Storage (13)	Balcony (31)
92	92/29 Dawes Street	Fifth	31	Car Space (14)	Storage (14)	Balcony (31)	
93	93/29 Dawes Street	Fifth	31	Car Space (15)	Storage (15)	Balcony (31)	
94	94/29 Dawes Street	Fifth	31	Car Space (15)	Storage (13)	Balcony (31)	
95	95/29 Dawes Street	Fifth	31	Car Space (15)	Storage (15)	Balcony (31)	

29 29

Block 51 Section 19 Kingston

Sheet.....37.....of.....55..

Unit Plan No	Address	Floor	Sheet	Sub 1 (Sheet)	Sub 2 (Sheet)	Sub 3 (Sheet)	Sub 4 (Sheet)
96	96/29 Dawes Street	Fifth	32	Car Space (15)	Storage (15)	Balcony (32)	
97	97/29 Dawes Street	Fifth	32	Car Space (15)	Storage (15)	Balcony (32)	
98	98/29 Dawes Street	Fifth	32	Car Space (13)	Storage (13)	Balcony (32)	
99	99/29 Dawes Street	Fifth	32	Car Space (13)	Storage (13)	Balcony (32)	
100	100/29 Dawes Street	Fifth	32	Car Space (10)	Storage (10)	Balcony (32)	
101	101/29 Dawes Street	Fifth	33	Car Space (14)	Storage (14)	Balcony (33)	
102	102/29 Dawes Street	Fifth	33	Car Space (13)	Storage (13)	Balcony (33)	
103	103/29 Dawes Street	Fifth	33	Car Space (13)	Storage (13)	Balcony (33)	
104	104/29 Dawes Street	Fifth	33	Car Space (15)	Storage (15)	Balcony (33)	
105	105/29 Dawes Street	Ground/First	18/21	Car Space (13)	Storage (9)	Balcony (21)	



Form 4

Land Titles (Units Titles) Act 1970

UNITS PLAN NO 4435

Block 51 Section 19 Division of KINGSTON

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

- | | | |
|---------|-----|---|
| TERM | 1. | The term of the lease of each of the units expires on the sixth day of March Two thousand one hundred and seventeen. |
| RENT | 2. | The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded. |
| | 3. | Each Lessee of each of the Units Nos 1 - 105 inclusive covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of each Lessee's relevant unit as follows:

(a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;

(b) to pay to the Authority or any statutory authority his proportion that is equal to the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the <u>Planning and Development Act 2007</u> and the <u>Unit Titles Act 2001</u> ; |
| PURPOSE | (c) | To use Units 1 to 105 only for one or more of the following purposes:

(i) commercial accommodation use;
(ii) community use; |

		(iii) craft workshop;
		(iv) non retail commercial use; and
		(v) residential use;
UNIT SUBSIDIARY	(d)	Not to use any unit subsidiary to that unit as a habitation;
SERVICE AREAS	(e)	That the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the unit is suitably screened from public view;
FACILITIES AND ACCESS FOR PERSONS WITH A DISABILITY	(f)	That the Lessee shall provide and maintain facilities and access on the parcel of land for persons with a disability in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
BUILDING SUBJECT TO APPROVAL	(g)	That the Lessee shall not without the previous approval in writing of the Authority, except where exempt by law, erect any building on the parcel or make any structural alterations to the unit;
REPAIR	(h)	That the Lessee shall at all times during the said term maintain repair and keep in repair the unit and any unit subsidiary to the satisfaction of the Authority excluding any defined parts under the provisions of the <u>Unit Titles Act 2001</u> ;
FAILURE TO REPAIR	(i)	If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the unit and any unit subsidiary the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid

shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;

RIGHT OF INSPECTION

- (j) To permit any person or persons authorised by the Authority to enter upon the unit or any unit subsidiary at all reasonable times and in any reasonable manner to inspect the unit;

RATES AND CHARGES

- (k) To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the unit as and when they are due for payment;

PRESERVATION OF TREES

- (l) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
- (i) that has been identified in a development approval for retention during the period allowed for construction of the building;
- (ii) to which the Tree Protection Act 2005, applies;

MINERALS AND WATER

- (m) All minerals on or in the unit and the right to the use, flow and control of ground water under the surface of the unit are reserved to the Territory.

4. The Commonwealth covenants with each of the Lessees of all the units as follows:

QUIET ENJOYMENT

That the Lessee paying the rent and all other money due and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the unit without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority.

5. It is mutually covenanted and agreed by the Commonwealth and each of the Lessees of all the units as follows:

TERMINATION

- (a) That if:
- (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or
- (ii) the said unit is at any time not used for a period of one year for the purpose for which this lease is granted; or

- (iii) the Lessee shall fail to observe or perform any other of the covenants contained in this lease on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Authority specifying the nature of such breach

the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;

ACCEPTANCE OF (b) RENT That acceptance of rent or other moneys by the Authority during or after any period referred to in Clause 5(a)(i), (ii) or (iii) shall not prevent or impede the exercise by the Authority of the powers conferred upon it by Clause 5(a);

FURTHER LEASE (c) That any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;

NOTICES (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the Unit or at the registered office or last known address of the Lessee or affixed in a conspicuous position on the Unit;

EXERCISE OF POWERS (e) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:

- (i) the Authority;
- (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
- (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

6. In this schedule unless the contrary intention appears:
- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
 - (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
 - (c) "business agency" means the use of the parcel of land for the purpose of providing a commercial service directly and regularly to the public;
 - (d) "caretaker's residence" means any dwelling used for the residence of a caretaker, in connection with another land use, including industry and commercial activity;
 - (e) "child care centre" means the use of the parcel of land for the purpose of educating, supervising or caring for children of any age throughout a specified period of time in any one day, which is registered under the Children and Young People Act 2008 or authorised pursuant to the Education and Care Services National Law (ACT) Act 2011 and which does not include residential care;
 - (f) "commercial accommodation unit" means a room or suite of rooms that is made available on a commercial basis for short term accommodation. A commercial accommodation unit may comprise a dwelling but not a room or suite of rooms within a dwelling. It does not include any associated facility such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which is also available for use by non occupant members of the public;
 - (g) "commercial accommodation use" means commercial accommodation unit, guest house, hotel, motel, serviced apartment, and/or tourist resort but does not include a caravan park/camping ground or a group or organised camp;
 - (h) "community activity centre" means the use of the parcel of land by a public authority or a body of persons associated for the purpose of providing for the social well being of the community;
 - (i) "community theatre" means the use of the parcel of land for a theatre, cinema, concert hall, auditorium or theatrette run by non-profit organisations;

- (j) "community use" means child care centre, community activity centre, community theatre, cultural facility, education establishment, health facility, hospital, place of worship, and/or religious associated use;
- (k) "craft workshop" means the use of the parcel of land for the manufacture, primarily by manual methods, of craft articles such as leatherwork, pottery, woodwork, hand woven goods and the like;
- (l) "cultural facility" means the use of the parcel of land for the purpose of cultural activities to which the public normally has access, but does not include a shop for art, craft or sculpture dealer;
- (m) "educational establishment" means the use of the parcel of land for the purpose of tuition, training or research directed towards the discovery or application of knowledge, whether or not for the purposes of gain, and may include associated residential accommodation;
- (n) "financial establishment" means the use of the parcel of land for the primary purpose of providing finance, investing money, and providing services to lenders, borrowers and investors on a direct and regular basis;
- (o) "gross floor area" means the sum of the area of all floors of the building measured from the external faces of the exterior walls, or from the centre lines of walls separating the building from any other building, excluding any area used solely for rooftop fixed mechanical plant and/or basement car parking;
- (p) "guest house" means the use of the parcel of land for one or more commercial accommodation units and where common or shared facilities are provided for the provision of services such as meals and laundry to occupants of the premises but not to non occupant members of the public;
- (q) "health facility" means the use of the parcel of land for providing health care services (including diagnosis, preventative care or counselling) or medical or surgical treatment to out-patients only;
- (r) "hospital" means the use of the parcel of land for the medical care (including diagnosis, preventative care and counselling) of in-patients, whether or not out-patients



are also provided with care or treatment, and may include associated residential accommodation;

- (s) "hotel" means the use of the parcel of land for one or more commercial accommodation units and where the premise is licensed under the Liquor Act 2010. It may also include associated facilities such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which are also available for use by non occupant members of the public;
- (t) "Lessee" shall:
 - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy the persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
 - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (u) "motel" means the use of the parcel of land for one or more commercial accommodation units and where the units are provided with convenient space for parking of motor vehicles. It may also include associated facilities such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which are also available for use by non occupant members of the public. A motel may be licensed under the Liquor Act 2010;
- (v) "multi-unit housing" means the use of the parcel of land for more than one dwelling and includes but is not limited to dual occupancy housing;
- (w) "non retail commercial use" means business agency, financial establishment, office, and/or public agency;

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- (x) "office" means the use of the parcel of land for the purpose of administration, clerical, technical, professional or like business activities, including a government office, which does not include dealing with members of the public on a direct and regular basis except where this is ancillary to the main purpose of the office;
- (y) "place of worship" means the use of the parcel of land for the primary purposes of religious worship and associated activities by a congregation, religious group or members of the public whether or not the premises are also used for religious instruction, tuition, meetings, training and other community activities;
- (z) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (aa) "public agency" means the use of the parcel of land for the purpose of providing a public service directly and regularly to the public and includes a government agency, which provides a commercial service to the public;
- (bb) "religious associated use" means the use of the parcel of land for the activities conducted by religious organisations other than for worship or for offices and may include residential accommodation by ministers of religion;
- (cc) "residential care accommodation" means the use of the parcel of land by an agency or organisation that exists for the purposes of providing accommodation and services such as the provision of meals, domestic services and personal care for persons requiring support. Although services must be delivered on site, management and preparation may be carried out on site or elsewhere;
- (dd) "residential use" means caretaker's residence, multi-unit housing, residential care accommodation, retirement village, retirement village scheme, secondary residence, single dwelling housing, and/or supportive housing;
- (ee) "retirement village" means premises where older members of the community live, or will live, in independent living units or serviced units, under a retirement village scheme'



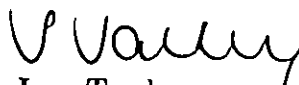
- (ff) "retirement village scheme", for a retirement village, means a scheme under which a person may –
- (i) enter into a residence contract with the scheme operator for the retirement village; and
 - (ii) on payment of an ingoing contribution, acquire personally or for someone else a right to live in the retirement village, however the right accrues; and
 - (iii) on payment of the relevant charge, acquires personally or for someone else a right to receive one (1) or more services in relation to the retirement village;
- (gg) "secondary residence" means a second dwelling on a block;
- (hh) "serviced apartment" means an apartment that is used as a commercial accommodation unit;
- (ii) "single dwelling housing" means the use of the parcel of land for residential purposes for a single dwelling only;
- (jj) "supportive housing" means the use of the parcel of land for residential accommodation for persons in need of support, which is managed by a Territory approved organisation that provides a range of support services such as counselling, domestic assistance and personal care for residents as required. Although such services must be able to be delivered on site, management and preparation may be carried out on site or elsewhere. Housing may be provided in the form of self-contained dwellings. The term does not include a retirement village or student accommodation;
- (kk) "Territory" means:
- (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (ll) "tourist resort" means the use of the parcel of land for one or more commercial accommodation units together with a wide range of recreational and/or cultural facilities in a resort style setting. It may also include associated



facilities such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which are also available for use by non occupant members of the public. A tourist resort may be licensed under the Liquor Act 2010;

- (mm) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (nn) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;
- (oo) words in the singular include the plural and vice versa;
- (pp) words importing one gender include the other genders;
- (qq) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

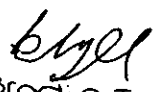
Dated this Twenty sixth day of March 2018.


Lyn Tankey
a delegate of the Planning and Land
Authority in exercising its functions

LESSEE: POD LAND OWNER NO 2 PTY LIMITED A.C.N. 603 799 426 BY ITS ATTORNEY BEN GULAN WHO HAS NO NOTICE OF THE REVOCATION OF POWER OF ATTORNEY NO. 0145357 DULY REGISTERED AT THE OFFICE OF REGULATORY SERVICES 


Brodie Tyra Hart
Witness
121 Marcus Clarke
Street, Canberra
ACT 2601

CAPPELLO DEVELOPMENTS NO 2 PTY LIMITED A.C.N. 602 594 490 BY ITS ATTORNEY BEN GULAN WHO HAS NO NOTICE OF THE REVOCATION OF POWER OF ATTORNEY NO. 0145358 DULY REGISTERED AT THE OFFICE OF REGULATORY SERVICES.


Brodie Tyra Hart
Witness
121 Marcus Clarke Street
Canberra ACT 2601



Form 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO 4435

Block 51 Section 19 Division of KINGSTON

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

1. The term of the lease expires on the sixth day of March Two thousand one hundred and seventeen.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. That:
 - (a) the Authority, on behalf of the Commonwealth, grants over that part of the parcel of land identified as a services easement on the Deposited Plan an easement ("Easement") in favour of the relevant provider (referred to as the "service provider");
 - (b) the service provider may:
 - (i) provide, maintain and replace services supplied by that service provider through the parcel of land within the site of the Easement; and
 - (ii) do anything reasonably necessary for that purpose, including without limitation:
 - (A) entering or passing through the parcel of land;
 - (B) taking anything on to the parcel of land; and
 - (C) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;
 - (c) in exercising the powers in Clause 3(b), the service provider must take all reasonable steps to:
 - (i) ensure that the work carried out on the parcel of land causes as little disruption, inconvenience and damage as is practicable; and



- (ii) ensure that the land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;
 - (d) Clause 3(c)(ii), does not require the service provider to restore:
 - (i) the parcel of land to a condition that would result in:
 - (A) an interference with:
 - (1) any service on or through the parcel of land; or
 - (2) access to any service on or through the parcel of land;
or
 - (B) a contravention of a law of the Territory; or
 - (ii) any building or structure placed or constructed on any part of the parcel of land comprising the Easement;
 - (e) the Owners Corporation must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the parcel of land comprising the Easement UNLESS written advice from the service provider is obtained;
 - (f) for the purposes of the Easement, "services", includes, without limitation, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewerage; and
 - (g) nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law.
4. The Owners - Units Plan No. ~~4435~~⁴⁴³⁵ ("the Owners Corporation") covenants with Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") as follows:
- (a) To pay to the Authority at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;
 - (b) To use the common property for the purpose of carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other purpose approved by the Owners Corporation PROVIDED THAT these uses are consistent with the permitted purposes of the units;



- (c) Not to erect any building or make any structural alterations in any building or part of a building or other improvement on the common property without the previous approval in writing of the Authority, except where exempt by law;
- (d) That the Owners Corporation shall:
 - (i) at all times maintain in good repair and condition, to the satisfaction of the Authority, pedestrian paths on those parts of the parcel of land marked as "easement for public access" on the attached lease plan and provided in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;
 - (ii) at all times permit unfettered pedestrian access to the said pedestrian path;
 - (iii) not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the parcel of land comprising the said "easement for public access", except in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;
 - (iv) not place, nor permit to be placed, any tree or any other vegetation on any part of the parcel of land comprising the said "easement for public access", except in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;
- (e) That the Owners Corporation shall illuminate and keep illuminated all public access areas, carparks and driveways on the parcel of land at the Owners Corporation cost during the evening hours of operation to a standard acceptable to the Authority in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;
- (f) That the Owners Corporation shall provide and maintain an area for the loading and unloading of vehicles on the parcel of land to a standard acceptable to the Authority in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;
- (g) That the Owners Corporation shall provide and maintain facilities and access on the parcel of land for persons with a disability in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;

Handwritten signature and initials at the bottom right of the page.

- (h) At all times during the term of the lease maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings landscaping 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;
- (i) except where necessary for compliance with Clause ⁴~~3~~(h) of this lease not to install any services or make any alterations in any of the services or any part of the services situated in or on the land forming the common property without the previous approval in writing of the Authority; ut
- (j) If and whenever the Owners Corporation is in breach of the Owners Corporation's obligations to maintain repair and keep in repair the common property the Authority may by notice in writing to the Owners Corporation specifying the repairs and maintenance needed require the Owners Corporation to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Owners Corporation require the Owners Corporation to remove the building or improvement and may require the Owners Corporation to construct a new building or improvement in place of that removed within the time specified in the notice. If the Owners Corporation does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;
- (k) To permit any person or persons authorised by the Authority to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the parcel of land forming the common property;
- (l) That the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the common property is suitably screened from public view;

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- (m) That the Owners Corporation shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building;
 - (ii) to which the Tree Protection Act 2005, applies;
 - (n) All minerals on or in the common property and the right to the use, flow and control of ground water under the surface of the common property are reserved to the Territory.
5. It is mutually covenanted and agreed by the Commonwealth of Australia and the Owners Corporation as follows:
- (a) That if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Owners Corporation in respect of any breach of the covenants on the part of the Owners Corporation to be observed or performed;
 - (b) That any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
 - (c) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.
6. In this schedule unless the contrary intention appears:
- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;



- (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (c) "gross floor area" means the sum of the area of all floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building excluding any area used solely for rooftop fixed mechanical plant and/or basement car parking;
- (d) "owners corporation" means the body corporate under the name of 'The Owners - Units Plan No. 4435';
- (e) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (f) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (g) "Territory" means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (h) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (i) words in the singular include the plural and vice versa;
- (j) words importing one gender include the other genders;

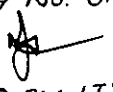


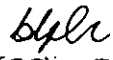
- (k) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

Dated this Twenty sixth day of March 2018.



Lyn Tankey
a delegate of the Planning and Land
Authority in exercising its functions

LESSEE: POD LAND OWNER NO 2 PTY LIMITED A.C.N. 603 799 426 BY ITS ATTORNEY BEN GULAN WHO HAS NO NOTICE OF THE REVOCATION OF POWER OF ATTORNEY NO. 0145357 DULY REGISTERED AT THE OFFICE OF REGULATORY SERVICES 

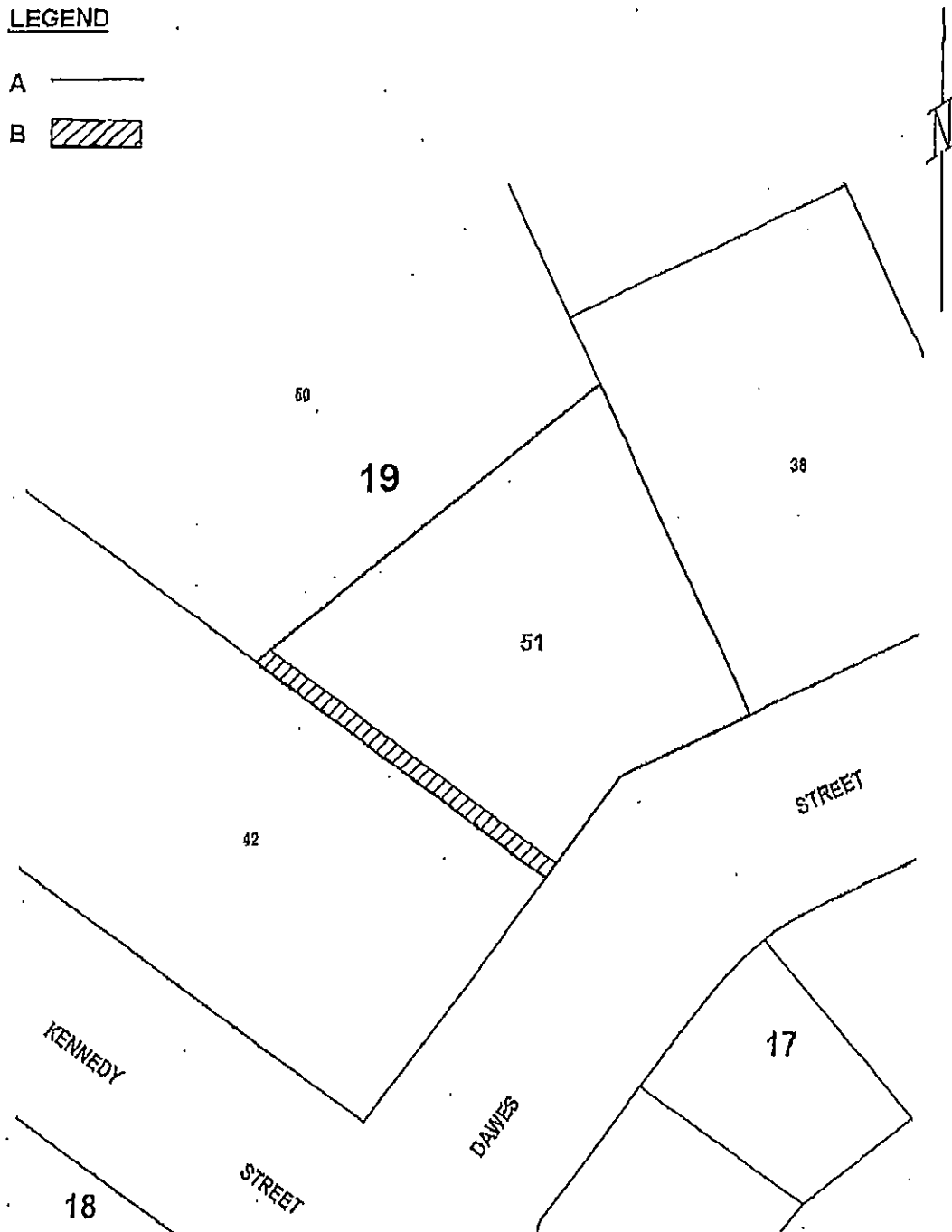

Brodie Tyra Hart
Witness
121 Marcus Clarke
Street, Canberra
ACT 2601

CAPPELLO DEVELOPMENTS NO 2 PTY LIMITED A.C.N. 602 594 490 BY ITS ATTORNEY BEN GULAN WHO HAS NO NOTICE OF THE REVOCATION OF POWER OF ATTORNEY NO. 0145357 DULY REGISTERED AT THE OFFICE OF REGULATORY SERVICES 


Brodie Tyra Hart
Witness
121 Marcus Clarke Street
Canberra ACT 2601

LEGEND

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Scale 1 : 750

13 October 2025

INFO TRACK

Ref

Re Lot 45 Units Plan No. 4435

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. 4435

Unit No: 45

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: **8**

Total Building Entitlements: **1,000**

Managing Agent

Name and address of manager (if any) appointed under Section 50 is: **Link Strata Management
PO Box 154
CURTIN ACT 2605**

Contact Phone Number: **02 6260 3722**

Corporation's records can be inspected at

Address: **Link Strata Management
PO Box 154
CURTIN ACT 2605**

Contact Phone Number: **02 6260 3722**

Members of Corporation's executive committee

Office	Name	Address
Chairperson		
Secretary		
Treasurer		

Committee	Mr Jason Mark Wilding	PO Box 154 CURTIN ACT 2605
	Ms Sylvia Spaseski	PO Box 154 CURTIN ACT 2605
	Mr Richard Mihaich	PO Box 154 CURTIN ACT 2605
	Ms Catherine Masila	PO Box 154 CURTIN ACT 2605

UNIT TITLE SALE CERTIFICATE**Section 119 (1) (a)****Units Plan No. 4435 - Unit 45****Funds Details****Contributions payable to Administration Fund:**Total amount last determined with respect of the unit **\$3,696.00**Number of instalments payable **4****Instalment Details:-**

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/07/25 to 30/09/25	924.00	01/09/25	28/08/25	0.00	01/09/25
01/10/25 to 31/12/25	924.00	01/12/25		0.00	01/12/25
01/01/26 to 31/03/26	924.00	01/03/26		0.00	01/03/26
01/04/26 to 30/06/26	924.00	01/06/26		0.00	01/06/26

Amount (if any) outstanding (credit shown with -) **Nil**Paid to **30/09/25****Special contributions payable to Administration Fund:**

Purpose	Amount	Due Date	Date Paid	Discount	If Paid By
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Amount (if any) outstanding (credit shown with -) **Nil****Contributions payable to Sinking Fund:**Total amount last determined with respect of the unit **\$841.52**Number of instalments payable **4****Instalment Details:-**

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/07/25 to 30/09/25	210.38	01/09/25	28/08/25	0.00	01/09/25
01/10/25 to 31/12/25	210.38	01/12/25		0.00	01/12/25
01/01/26 to 31/03/26	210.38	01/03/26		0.00	01/03/26
01/04/26 to 30/06/26	210.38	01/06/26		0.00	01/06/26

Amount (if any) outstanding (credit shown with -) **Nil**Paid to **30/09/25****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
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Amount (if any) outstanding (credit shown with -) **Nil**

UNIT TITLE SALE CERTIFICATE**Section 119 (1) (a)****Units Plan No. 4435 - Unit 45****Other amounts owing**

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

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

Nil

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

Nil**Insurance Policies**

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Due Date	Date when last premium paid	Amount of last premium
<i>BUILDING</i> CHU Underwriting Agencies P/L	HU0006121449	53,090,000.00	28/02/26	21/02/25	55,088.63
<i>OFFICE BEARERS</i> CHU Underwriting Agencies P/L	HU0006121449	2,000,000.00	28/02/26	21/02/25	
<i>WORKERS COMP</i> CGU Workers Compensation		As per Act	28/02/26		
<i>MACHINERY BREAKDOWN</i> CHU Underwriting Agencies P/L	HU0006121449	50,000.00	28/02/26	21/02/25	
<i>LOSS OF RENT</i> CHU Underwriting Agencies P/L	HU0006121449	7,035,525.00	28/02/26	21/02/25	
<i>CATASTROPHE OWNERS</i> CHU Underwriting Agencies P/L	HU0006121449	7,035,525.00	28/02/26	21/02/25	
<i>COMMON CONTENTS</i> CHU Underwriting Agencies P/L	HU0006121449	469,980.00	28/02/26	21/02/25	59,061.74
<i>VOLUNTARY WORKERS</i> CHU Underwriting Agencies P/L	HU0006121449	\$200,000/\$2,000	28/02/26	21/02/25	
<i>GOVT AUDIT COSTS</i> CHU Underwriting Agencies P/L	HU0006121449	25,000.00	28/02/26	21/02/25	
<i>LIABILITY TO OTHERS</i> CHU Underwriting Agencies P/L	HU0006121449	20,000,000.00	28/02/26	21/02/25	
<i>LOT OWNERS FIXTURES</i> CHU Underwriting Agencies P/L	HU0006121449	250,000.00	28/02/26	21/02/25	
<i>FIDELITY GUARANTEE</i> CHU Underwriting Agencies P/L	HU0006121449	100,000.00	28/02/26	21/02/25	
<i>CATASTROPHE-RENT</i> CHU Underwriting Agencies P/L	HU0006121449	1,055,328.00	28/02/26	21/02/25	
<i>CATASTROPHE-TEMP ACC</i> CHU Underwriting Agencies P/L	HU0006121449	351,776.00	28/02/26	21/02/25	
<i>CATASTROPHE-STORAGE</i> CHU Underwriting Agencies P/L	HU0006121449	351,776.00	28/02/26	21/02/25	

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 4435 - Unit 45

Fund Balances

Balances as at: 13 October 2025

Administrative Fund	-11,518.29
Sinking Fund	147,799.32

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:

1st March 2117

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 4435 - Unit 45

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

The Common Seal of The Owners Corporation No 4435 was hereunto affixed on 13 October 2025 in the presence of Link Strata Management by its duly authorised officer being a person authorised under the Unit Titles (Management) Act 2011 to attest the fixing of the Common Seal.

This certificate is valid for a period of 30 days unless new or varied contributions are approved within that period.

Dated at Canberra the **13 October 2025**





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	HU0006121449
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	28/02/2025 to 28/02/2026 at 4:00pm
The Insured	THE OWNERS - UNITS PLAN NO.4435
Situation	29 DAWES STREET KINGSTON ACT 2604

Policies Selected

Policy 1 – Insured Property

Building: \$46,903,500

Common Area Contents: \$469,980

Loss of Rent & Temporary Accommodation (total payable): \$7,035,525

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: \$2,000,000

Policy 6 – Machinery Breakdown

Sum Insured: \$50,000

Policy 7 – Catastrophe Insurance

Sum Insured: \$7,035,525

Extended Cover - Loss of Rent & Temporary Accommodation: \$1,055,328

Escalation in Cost of Temporary Accommodation: \$351,776

Cost of Removal, Storage and Evacuation: \$351,776

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

04/03/2025

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.



MINUTES OF THE ANNUAL GENERAL MEETING
OF THE OWNERS OF UP 4435
‘SALT’
29 DAWES STREET, KINGSTON, ACT 2604

Venue: Zoom teleconference online

Date: Wednesday, 12 October 2022

Time: 5:30 PM

Present:

J Wilding	(Lot 17)
R Baumgart	(Lot 19)
J Elliott	(Lot 33)
S Brooker	(Lot 65)
S Spaeski	(Lot 68)
J Knol & A Knol	(Lot 97)
M Gardner	(Lot 104)

In Attendance:

D Leskovec	Branch Manager ACT, Vantage Strata
S Minson	Strata Manager, Vantage Strata
H Sanderson	Vantage Strata

Apologies: NIL

Proxies: NIL

Absentee: S McTegg (Lot 9) No Dissent Noted

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

CHAIRPERSON, PROXIES AND APOLOGIES

Mr R Baumgart (Lot 19) was confirmed as Chairperson and requested Vantage Strata facilitate the meeting on his behalf. Following general discussion, the meeting officially opened at 6:00pm noting a reduced quorum. It was resolved that the absentees received be accepted.

ADOPTION OF MINUTES

MOTION 1: *It was **resolved** that the Minutes of the Previous Annual General Meeting held on 21 September 2021 be confirmed as a true and accurate record of the proceedings of that meeting, with the addition of J Knol & A Knol (Lot 97) attendance being included.*

CARRIED

INSURANCE

MOTION 2: *It was **resolved** that the Owners' Corporation authorise the Executive Committee by Special Resolution, upon renewal of the existing insurance policy, to act on its behalf to:*

- A.** *Obtain quotations,*
- B.** *Give consideration to premium funding the policy if necessary,*
- C.** *To place and/ or renew the insurance policy on terms that the Committee considers appropriate,*
- D.** *Obtain an insurance Valuation Report from a qualified contractor if necessary.*

It was requested by Mr J Elliott (Lot 33) and **agreed** by those attending that an updated building insurance valuation be obtained.

CARRIED

FINANCES

MOTION 3: *It was **resolved** that the financial accounts for the period **1 July 2021 to 30 June 2022** as presented be accepted.*

CARRIED

AUDITED FINANCIALS

It is a requirement of the Unit Titles Management Act that Unit Plans consisting of more than 100 units or with an annual budget in excess of \$250,000 have their annual financial statements audited. Considering the aforementioned the following motion has been tabled.

MOTION 4: *It was **resolved** that upon conclusion of the current financial year, the Owners Corporation authorise the Manager to have the financial statements audited and then have the audited financials together with the audit report, presented at the next Annual General Meeting for adoption.*

It was noted that the financial audit of the current financial year is being undertaken by Kelly Partners and will be finalised and available for distribution within the next week.

CARRIED

BUDGET DISCUSSION

ADMINISTRATION FUND

MOTION 5: *It was **resolved** that the Administration Fund budget of \$338,371.50 Plus GST for the period 01 July 2022 to 30 June 2023 be adopted and that a contribution be determined to the Administration Fund equal to the sum of the budget, to be contributed by owners in accordance with their Units of Entitlement and payable by four (4) equal instalments due on 18 October 2022, 01 December 2022, 01 March 2023 and 01 June 2023*

It was requested by Ms S Spaeski (Lot 68) that late fees for levy payments be suspended for the first quarter due to the short timeframe between the meeting and the issuing of the levy notice.

CARRIED

SINKING FUND CONTRIBUTION

The Sinking Fund Report dated 15 March 2019 was used as a point of reference for the proposed contributions. This year's recommended contributions total \$66,728.00 plus GST.

MOTION 6: *It was **resolved** that a contribution of \$66,278.00 plus GST as per the Sinking Fund Forecast Report be determined to the Sinking Fund for the period 01 July 2022 to 30 June 2023 to be contributed by owners in accordance with their u Units of Entitlement and payable by four (4) equal instalments due on 18 October 2022, 01 December 2022, 01 March 2023 and 01 June 2023.*

Sinking Fund Report

Dated: 15 March 2019
Prepared By: QIA Group Pty Ltd
Date to be Reviewed: March 2024

MAINTENANCE

MAINTENANCE SCHEDULE

As per recent changes to the Unit Titles (Management) Act 2011, it is a requirement that the Owners Corporation obtain a maintenance schedule. It was noted that this report may have been completed following the previous years resolution. Vantage Strata to confirm this.

MOTION 7: *It was **resolved** that the Owners Corporation authorise the Executive Committee to appoint a suitable contractor to undertake a maintenance schedule report as required under the Unit Titles (Management) Act 2011.*

DEFECTS

There were no defects discussed at the time of the meeting.

CARRIED

FIRE SAFETY REVIEW

It is a requirement of the Unit Titles (Management) Act 2011 that the Owners Corporation have a fire safety review completed in compliance with the National Construction Code fire safety requirements.

Annual Fire Safety Certificate

Dated: 19 April 2022

Prepared By: 360 Degree Fire

EXECUTIVE COMMITTEE ELECTION

MOTION 8: *It was **resolved** that the Owners Corporation elects an Executive Committee of between 3-7 members from nominations of eligible members.*

Executive Committee Nominations included:

J Wilding	(Lot 17)
R Baumgart	(Lot 19)
S Spasaeski	(Lot 68)
B Dickson	(Lot 94)
M Gardner	(Lot 104)

CARRIED

CONTRACTS AND SERVICE AGREEMENTS

MOTION 9: *It was **resolved** that the Owners Corporation authorize the incoming Executive Committee to review any contracts/ service agreements that become due for renewal before the next Annual General Meeting and appoint new contractors as needed.*

CARRIED

RENEWAL OF CONTRACTS

STRATA MANAGEMENT AGENCY AGREEMENT:

MOTION 10: *It was **resolved** that the Owners Corporation authorise the Executive Committee to enter into a written management agreement appointing Link Strata Management as follows:*

- a) That Link Strata Management be appointed as Manager, for a period of two years to commence on 01 December 2022.
- b) Link Strata Management to assume all functions of the Owners Corporation other than any functions prohibited by the Unit Titles (Management) Act.
- c) Link Strata Management and the Owners Corporation to operate under the terms and conditions specified in the aforementioned Management agreement.

It was agreed by those present that a commencement date of 1 December be adopted.

CARRIED.

D Leskovec took this opportunity to advise the meeting that on a review of the Vantage Portfolio and the requirements of the complex, the Management team had elected to withdraw Vantages Management proposal.

MOTION 11: *That the Owners Corporation authorise the Executive Committee to enter into a written management agreement appointing Vantage Strata as follows:*

- a) That Vantage Strata be appointed as Manager, for a period of two years to commence on 01 December 2022.
- b) Vantage Strata to assume all functions of the Owners Corporation other than any functions prohibited by the Unit Titles (Management) Act.
- c) Vantage Strata and the Owners Corporation to operate under the terms and conditions specified in the aforementioned Management agreement

WITHDRAWN

BUILDING MANAGEMENT AGENCY AGREEMENT

MOTION 12: *It was **resolved** that the Owners Corporation authorise the Executive Committee to enter into a written On Site Building Management agreement appointing Inside Outside Facility Services as follows:*

a) That Inside Outside Facility Services be appointed as the Manager for On Site Building Management services, for a period of one year with a further 1 year extension based on performance to commence on 1 December 2022.

b) Inside Outside Facility Services and the Owners Corporation to operate under the terms and conditions specified in the aforementioned Management Agreement.

CARRIED

GENERAL BUSINESS

Although general discussion is encouraged, owners are required to submit their general business at least **forty-eight (48) hours prior to the meeting** by completing the attached General Business Form. No other business will be attended to during the AGM other than that provided in the “**General Business Forms**” received by the Strata Manager.

Ms S Spasaeki thanked the new members of the Committee for joining, and requested they please advise of any relationship or conflict of interest in regard to an association with Core Building, and/or POD Projects Group Pty Ltd, due to the ongoing action between the Owners Corporation and these entities.

Ms S Spaseski also provided an update on the progress of the roof works, and other works being completed in regards to the roof and associated insurance claim throughout the complex.

MEETING CLOSURE

There being no further business the meeting was closed at **06:27 PM**.

Minutes
Meeting of the Executive Committee
Units Plan 4435 – Salt
29 Dawes Street Kingston ACT 2604

Venue: SALT Apartments
Date: Monday 19 December 2022
Time: 5.00 pm by teleconference
Present: R. Baumgart (Unit 19, Chair) S. Spaseski (Unit 68 – Secretary), B. Dickson (Unit 94),
M. Gardner (Unit 104), J. Wilding (Unit 17)

Quorum reached and meeting commenced at 5.15 pm.

Agenda Item 1. Apologies

Nil

Tabled Items. 2

Nil at this meeting.

Agenda Item 3. Actions items

Following a Request for Proposal process, *Link Strata Management* and *Inside Outside Facility Services* commenced as our strata and building managers on 1 December 2022. The following action items remained incomplete at the time of handover from Vantage Strata.

- Outstanding Item 01/2020 - An action item will remain until roof repair works are completed under the insurance claim process. **Pending**
- Outstanding Item 11/2021 – **Strata Manager** to conclude a response from the builder, Core Developments regarding their commitment to replace defective tiling in the courtyard and the front steps/ramp. The Body Corporate understand **Vantage Strata** to seek quotes for the installation of irrigation and plantings. Budget has been allocated for this.
- Outstanding item 12/2021 – **Strata Manager** to follow-up quotes to repair window seals for moisture impacted apartments. Vantage Strata confirmed Core Developments have been contacted as this matter is being deal with as a defect. Quotes to have the windows resealed are required. This matter will remain outstanding until repairs are completed. **Pending.**
- Outstanding item 03/2022 – **Vantage Strata** to urgently provide the Executive Committee with reports from the building manager and up to date financial reports including advice on insurance/rebate related transactions. No reports have been received in 2022. **Closed.** All manager reports have been transferred from Vantage to Link.
- New action item 04/2022 – **Strata Manager** to provide the Executive Committee with a report on hot water billing which is to include the first and subsequent billing cycles. **Pending. Link are following up on this issue.**
- New action item 05/2022 – **Building Manager** to seek quotes to replace the current steel

grates on the driveway to allow greater water drainage. **Pending** Inside Outside have taken over this issue.

- New action item 06/2022 – **Building Manager** to seek quotes to repair water leaking occurring in the common walkway of level 3 and 4 (ceiling and at the front lift). **Pending. Inside Outside have taken over this issue and will investigate whether further leaks are occurring before requesting quotes to repair and paint the ceilings.**
- **New action item 12/2022 – Building Manager** to seek quotes to address rodent/rats observed to be coming from adjoining building rubbish rooms. Strata manager to write to adjoining buildings in particular Atria to jointly address this issue.

Agenda Item 4. Budget

The Executive Committee have been monitoring individual financial transactions, all within planned budget. Audited financial accounts provided by Kelly and Partners Auditors for the 2021/22 were provided by Vantage Strata to Link as a part of the handover.

The Administrative Fund \$1531 in surplus and Sinking Fund \$17,569 in surplus for the financial year. Total Owners funds are \$101,216 in surplus.

An updated financial report will be provided at the next AGM.

Agenda Item 5. Legal processes

The legal process against Core Developments (the builder) is progressing. Given the nature of the issues and confidentiality that must be upheld, we will not be reporting updates in minutes of meetings. If owners wish to ask a question of the Executive Committee, please contact Link Strata to forward your details to the Executive who will contact you.

Agenda Item 6. Roof repairs - Insurance process update

Roof repairs are on the whole complete with a number of follow-up items being managed by the project superintendent appointed by the insurer to oversee Owner's interests. A completion report will be provided in due course and an update provided to owners.

Agenda Item 7. Repairs and Maintenance

The courtyard and front entrance tiling and a range of other longstanding building defects are included in the legal process.

The Executive Committee approved the following work:

1. Electrical service maintenance \$3100 plus GST
2. Basement HVAC system maintenance \$528 plus GST
3. Basement Clean \$2300 plus GST – date to be advised to owners to allow for removal of vehicles from the car park
4. Carpet cleaning of all foyers \$1000 plus GST
5. Payment of \$1008 to increase building insured value to \$40 million up from \$37 million.

Agenda Item 8. Other business

- Rodent management – new action item (see above).

The meeting closed at 5.55 pm

Minutes
Meeting of the Executive Committee
Units Plan 4435 – Salt
29 Dawes Street Kingston ACT 2604

Venue: SALT Apartments
Date: Wednesday 9 March 2023
Time: 5.15 pm by teleconference
Present: R. Baumgart (Unit 19, Chair) S. Spaseski (Unit 68 – Secretary) J. Wilding (Unit 17)

Quorum reached and meeting commenced at 5.20 pm

Agenda Item 1. Apologies

M. Gardner (Unit 104)

Tabled Items. 2

Nil at this meeting.

Agenda Item 3. Actions items

- Outstanding Item 01/2020 - An action item will remain until roof repair works are completed under the insurance claim process. **Pending**
- Outstanding Item 11/2021 – **Strata Manager** to conclude a response from the builder, Core Developments regarding their commitment to replace defective tiling in the courtyard and the front steps/ramp. **Closed - To be considered in legal process**
- The Body Corporate understand **Vantage Strata** to seek quotes for the installation of irrigation and plantings. **Completed by Link**
- Outstanding item 12/2021 – **Strata Manager** to follow-up quotes to repair window seals for moisture impacted apartments. Vantage Strata confirmed Core Developments have been contacted as this matter is being deal with as a defect. Quotes to have the windows resealed are required. **Closed – To be considered in legal process**
- Action item 04/2022 – **Strata Manager** to provide the Executive Committee with a report on hot water billing which is to include the first and subsequent billing cycles. **Completed.**
- Action item 05/2022 – **Building Manager** to seek quotes to replace the current steel grates on the driveway to allow greater water drainage. **Pending**
- New action item 06/2022 – **Building Manager** to investigate if water leaking is on the common walkway of level 3, 4 and 5 (ceiling and at the front lift). **Pending.**
- New action item 12/2022 – **Building Manager** to seek quotes to address rodent/rats observed to be coming from adjoining building rubbish rooms. **Closed**

Agenda Item 4. Budget

BALANCE SHEET

AS AT 07 MARCH 2023

	ACTUAL 07/03/2023	ACTUAL 30/06/2022
<u>OWNERS FUNDS</u>		
Administrative Fund	65,782.24	101,216.85
Sinking Fund	142,078.20	91,898.27
<u>TOTAL</u>	<u>\$ 207,860.44</u>	<u>\$ 193,115.12</u>
<u>THESE FUNDS ARE REPRESENTED BY</u>		
<u>CURRENT ASSETS</u>		
Cash At Bank	105,754.34	190,696.52
Investment At Call - Mbl	60,113.10	0.00
Prepayments	0.00	3,020.34
Levies In Arrears	49,715.92	12,830.60
Sundry Debtors	5,288.19	5,288.19
<u>TOTAL ASSETS</u>	<u>220,871.55</u>	<u>211,835.65</u>
<u>LIABILITIES</u>		
Gst Clearing Account	2,173.39	(1,780.53)
Creditors	7,127.08	14,800.00
Accruals	1,496.45	1,742.40
Levies In Advance	2,214.19	3,958.66
<u>TOTAL LIABILITIES</u>	<u>13,011.11</u>	<u>18,720.53</u>
<u>NET ASSETS</u>	<u>\$ 207,860.44</u>	<u>\$ 193,115.12</u>

The Administrative Fund for this financial year includes an allocation of \$50,775 to cover an uninsured component of the roof repairs which was deemed non-compliant with Australian Standards at time of build. The amount is yet to be fully determined and if necessary further provision will be made. Any payment made by the Owners Corporation will be included in the legal case against the builder.

Agenda Item 5. Levies in arrears

Levies in arrears are significant. This could be a matter of timing.

Please check whether you have paid your levies or need to change any periodic payments. Unpaid levies in the ACT are subject to debt recovery.

Agenda Item 6. Legal processes

The legal process against Core Developments (the builder) is progressing with independent expert advice and reports being prepared.

Given the nature of the issues and confidentiality that must be upheld, we will not be reporting updates in minutes of meetings. If owners wish to ask a question of the Executive Committee, please contact Link Strata to forward your details to the Executive who will contact you.

Agenda Item 7. Roof repairs update

Our project Superintendent and insurer continue to oversee completion of defects and follow-up of roof related issues that have arisen such as water ingress and television reception. A completion report will be provided in due course and an update provided to owners.

Agenda Item 8. Hot water meters and billing

At the AGM held 1 September 2020. The Executive Committee was authorised to enact on new ACT legislation that allowed for consumption charges, including utilities, incurred by the Owners Corporation to be levied to owners either by unit entitlement or based on consumption. For SALT, this is most relevant to hot water.

Provision has been made in the Administration Fund for hot water costs. Our Strata Manager has fully investigated the cost to administer an accurate water usage reading and recovery.

The Executive Committee agree it is not cost effective to undertake meter readings and invoice water consumption.

Hot water usage will continue to be included as an expenditure in the Administration Fund - meaning hot water is dealt with on a unit entitlement basis as is the case for the vast majority of ACT Owner's Corporations.

Agenda Item 9. General Repairs and Maintenance

Now that we have anchor safety points installed on the roof, SALT can finally have its first full exterior clean. This comprehensive clean is scheduled for mid-late April with more information to be provided by the Strata Manager closer to the date.

The Executive Committee have also approved the following work (excluding GST):

1. \$3,649 to install a lock to the bin room garage door and fob access bin room entry door to address dumping and access by non-residents (funds permitting CCTV cameras will also be installed in this area)
2. \$25,377 to install irrigation to the front lawn, garden beds and the pathway to the Kingston shops and planting for this area.
3. A payment of \$1200 to Vantage Strata for fobs and keys held for sale to residents which have been transferred to Link Strata.

Agenda Item 8. Other business

Nil

The meeting closed at 6.00 pm

Unit Titles (Management) Act 2011

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions

A1 The Owners Units Plan No: 4435

A2 Annual General Meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on:- 06/09/2023

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

06/09/2023

See Attached Minutes

A4 Owners Corporation Declaration

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

Date 07 September 2023

Signed: *Lily Klose*

Designation: Lily Klose for Units Plan No 4435

MINUTES OF ANNUAL GENERAL MEETING

Units Plan No. 4435

DATE & TIME Wednesday 06 September 2023 at 5:00 PM

LOCATION Zoom

<https://us02web.zoom.us/j/87456795440?pwd=clhUM2ZUVUJlaXlVZDFMRWM5QVdCQT09>

ATTENDANCE

Present:

Mr R Baumgart, Mr J Elliott, Mr R Mihaich, Ms S Spaseski, Ms C McFadzean, Mrs A Knol & Mr J Knol, and Ms M Gardner.

In Attendance:

Ms L Klose representing Link Strata Management and Mr S Patel representing Inside Outside Facilities Services.

Absentee Votes:

Mr J Wilding, Ms Z & Mr A Humphries, Mr P Flynn, and Mr S Brooker.

Chairperson:

Mr R Baumgart was elected Chairperson, however Ms L Klose facilitated the meeting on their 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 18 October 2022 be accepted as presented.

MOTION CARRIED

2. FINANCIAL STATEMENTS

It was resolved that the financial statements for the period 1 July 2022 to 30 June 2023 be accepted as presented.

MOTION CARRIED

3. MAINTENANCE PLAN REPORT, COMMON PROPERTY SAFETY REPORTS, AND SINKING FUND FORECAST REPORT

It was resolved that the Owners Corporation authorise a Maintenance Plan Report, a Common Property Safety Report, and an updated Sinking Fund Forecast Report be obtained for the consideration of the Executive Committee to be put to the next General Meeting.

MOTION CARRIED

4. PROPOSED ADMINISTRATIVE FUND BUDGET

It was resolved that the proposed Administrative Fund expenditure budget of \$371,295.00 excluding GST and levy contributions of \$371,295.00 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 30 September 2023, 1 December 2023, 1 March 2024, and 1 June 2024.

MOTION CARRIED

5.i PROPOSED SINKING FUND BUDGET

The motion that the proposed Sinking Fund expenditure budget of \$140,364.00 excluding GST and levy contributions of \$76,825.00 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 30 September 2023, 1 December 2023, 1 March 2024, and 1 June 2024 **was defeated**.

MOTION DEFEATED

5.ii AMENDED SINKING FUND BUDGET

It was resolved that the amended Sinking Fund expenditure budget of \$89,147.00 excluding GST and levy contributions of \$76,825.00 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 30 September 2023, 1 December 2023, 1 March 2024, and 1 June 2024.

Period of Levy	Levy Due Date
01/07/23 to 30/09/23	30 September 2023
01/10/23 to 31/12/23	1 December 2023
01/01/24 to 31/03/24	1 March 2024
01/04/24 to 30/06/24	1 June 2024

MOTION CARRIED

Secretarial Note: Owners present agreed to reduce the sinking fund expenditure item for roof repairs to \$41,375 following advice from the complex's insurer of what expenses will be reimbursed under the 2020 hail damage insurance claim. The budgeted expenditure for gardening was also reduced to \$25,000, please see General Business for details on the discussion relating to irrigation and gardening.

6. RULES OF THE OWNERS CORPORATION – 1.4, 1.5 & 2.5

It was resolved by *Special Resolution* that the Owners Corporation agrees to remove rule no. 1.4, rule no. 1.5, and rule no. 2.5 and amend with the below rules to the Registered Rules as rule no. 1.4, rule no. 1.5, and rule no. 2.5 and register with the Land Titles Office, applying the Common Seal to documents as required.

1.4 Installation and alterations

- (1) A unit owner may install 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 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 installation or alteration).
- (2) Permission may be given subject to conditions stated in the resolution.
- (3) However, if the structure is sustainability infrastructure, the owners corporation's permission must not be unreasonably withheld.

Examples—permission not unreasonably withheld

- (a) safety considerations
- (b) structural considerations
- (c) financial considerations
- (d) equity of access to common property, easements, facilities, or utility services

Example—permission unreasonably withheld

external appearance of a unit or the units plan

- (4) Alterations include the installation of any structure (such as external blinds, screens, pergolas, awnings, satellite dishes or other shade devices), painting or otherwise altering the external façade or appearance of the building, modifications of any air conditioning, heating or ventilation system or associated piping or ducting servicing a unit.
- (5) Approval is unlikely to be given to any alterations that will impact on the privacy/amenity of another resident or that is not in keeping with the general appearance of the complex.
- (6) Unit front doors are Fire Rated - Security screen doors, deadbolts and peepholes are not permitted to be installed to the front doors of the units.

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, provide the Owners Corporation with a Pet Notification form, for the purposes of the Owners Corporation maintaining a detailed and up-to-date Pet Register, This form can be requested through the strata manager.

2.5 Recovery of Legal Costs / Debt Collection

- (1) If an Owners Corporation commences an action and incurs legal fees or other costs in any legal or administrative action against a unit holder, the unit holder shall, unless a court order directs otherwise, be liable to pay the Owners Corporation the amount of the legal fees or other costs incurred by the Owners Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.
- (2) The unit holder agrees that any monies which are payable pursuant to Clause 1 shall be a debt enforceable by the Owners Corporation against the unit holder.
- (3) The legal fees and other costs payable in accordance with Clause 1 shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owners Corporation. For the avoidance of doubt, any legal fees or other costs incurred by the Owners Corporation which cannot be evidenced by a written invoice as due and payable, shall not form part of, and will not be recoverable against, in accordance with Clause 1.

MOTION CARRIED AS A SPECIAL RESOLUTION

7. RULES OF THE OWNERS CORPORATION – 2.13 & 2.14

It was resolved by Special Resolution that the Owners Corporation agrees to add the below rules to the Registered Rules as rule no. 2.13, and rule no. 2.14, and register with the Land Titles Office, applying the Common Seal to documents as required.

2.13 Execution of Documents

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

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

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

MOTION CARRIED AS A SPECIAL RESOLUTION

8. ELECTION OF EXECUTIVE COMMITTEE

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

Mr J Wilding, Ms S Spaseski, and Ms M Gardner.

MOTION CARRIED

GENERAL BUSINESS

Gardening

Owners present discussed the quotes provided for garden and irrigation upgrades. It was agreed that some quoted elements may not be necessary, or can be achieved through cheaper avenues. It was resolved not to proceed to irrigate the grassed area closest to Howitt street, as this area historically causes water ingress into the basement car park. It was also resolved to investigate a cost comparison of engaging SALT's contracted gardener to assist with manual watering to reduce expenditure on irrigation installation. The building manager also advised he can assist with manual watering. The Executive Committee will review the quotes provided to date and proceed with necessary elements, up to the agreed budget of \$25,000.00. Mr R Mihaich offered assistance to the Executive Committee due to his experience in this field.

Electrical Vehicle Charging Stations

An owner raised a suggestion to install electrical vehicle charging stations at SALT. The Executive Committee advised that this is a project they are very interested in pursuing, and will commence investigating options for EV charging once they have the time capacity to undertake this project.

Election of the Executive Committee

The meeting initially struggled to receive the minimum number of Executive Committee nominations. The incoming Executive Committee encourages all owners to evaluate their availability and responsibility to the Owners Corporation and consider nominating for the Executive Committee at the following Annual General Meeting.

Meeting closed at 6:14PM

Units Plan No. 4435

PROPOSED ANNUAL BUDGET

	ACTUAL 01/07/22-30/06/23	BUDGET 01/07/22-30/06/23	BUDGET 01/07/23-30/06/24
<u>ADMINISTRATIVE FUND</u>			
<u>INCOME</u>			
Levies - Administrative Fund	338,364.43	338,371.50	371,295.00
Insurance Claims Received	13,920.00	0.00	0.00
Interest Received	130.08	0.00	0.00
Keys	913.66	0.00	0.00
<u>TOTAL ADMIN. FUND INCOME</u>	353,328.17	338,371.50	371,295.00
<u>EXPENDITURE - ADMIN. FUND</u>			
<u>ADMIN EXPENSES</u>			
Accountancy Fees	645.45	420.00	1,010.00
Audit Fees	1,350.00	0.00	1,800.00
Bank Charges	1.11	0.50	0.00
Bank Trans Fee	251.46	0.00	300.00
Consultants Fees	1,702.73	86.00	2,700.00
Facility Manager Fee	34,149.44	37,000.00	36,470.00
Insurance	56,630.40	46,000.00	67,000.00
It Charges	4,299.53	2,815.00	2,235.00
Legal Fees	0.00	19,000.00	0.00
Miscellaneous Expenses	106.76	0.00	0.00
Postage	75.15	0.00	80.00
Printing & Other Admin Costs	548.99	0.00	560.00
Registrar Generals Fees	0.00	150.00	225.00
Strata Management Fees	36,127.52	37,000.00	37,585.00
Strata Additional Service Fees	0.00	500.00	0.00
<u>REPAIRS & MAINTENANCE</u>			
R & M - Air Conditioners	960.00	500.00	2,530.00
R & M - Anchor Points	2,418.00	600.00	2,490.00
R & M - Building	0.00	1,000.00	1,000.00
R & M - Cleaning	715.00	14,000.00	25,200.00
R & M - Cleaning Carpets	0.00	2,150.00	1,000.00
R & M - Cleaning Contractors	43,369.42	36,500.00	41,100.00
R & M - Electrical	7,202.00	2,000.00	9,000.00
R & M - Fire Services	4,700.00	4,500.00	5,000.00
R & M - Fire Services Contract	10,125.81	6,900.00	7,100.00
R & M - Garages	1,327.26	1,000.00	1,000.00

Units Plan No. 4435

PROPOSED ANNUAL BUDGET

	ACTUAL 01/07/22-30/06/23	BUDGET 01/07/22-30/06/23	BUDGET 01/07/23-30/06/24
R & M - Gardening Contractors	5,404.62	3,900.00	3,000.00
R & M - General Maintenance	16,351.38	4,200.00	10,000.00
R & M - Keys/Locks	1,389.54	0.00	1,000.00
R & M - Lifts Contractors	7,350.00	11,000.00	10,100.00
R & M - Lifts	2,597.00	500.00	0.00
R & M - Lift & Fire Telephone	436.00	600.00	590.00
R & M - Landscaping	0.00	5,000.00	0.00
R & M - Pest Control	108.18	0.00	5,000.00
R & M - Plumbing	21,232.00	12,800.00	4,000.00
R & M - Plumbing Contracts	0.00	0.00	5,540.00
R & M - Remotes/Swipes	1,016.21	1,000.00	0.00
R & M - Security	7,470.50	5,000.00	0.00
R & M - Security Contracts	0.00	0.00	180.00
R & M - Waste Removal	335.00	250.00	500.00
UTILITIES			
Electricity	74,687.94	90,000.00	71,000.00
Water & Sewerage	14,611.99	22,000.00	15,000.00
TOTAL ADMIN. EXPENDITURE	359,696.39	368,371.50	371,295.00
SURPLUS / DEFICIT	\$ (6,368.22)	\$ (30,000.00)	\$ 0.00
Opening Admin. Balance	101,216.85	101,216.85	94,848.63
ADMINISTRATIVE FUND BALANCE	\$ 94,848.63	\$ 71,216.85	\$ 94,848.63
NUMBER OF UNITS OF ENTITLEMENT:		1,000	1,000
AMOUNT PER UNIT OF ENTITLEMENT:		\$ 338.371500	\$ 371.295000

Units Plan No. 4435

PROPOSED ANNUAL BUDGET

	ACTUAL 01/07/22-30/06/23	BUDGET 01/07/22-30/06/23	BUDGET 01/07/23-30/06/24
<u>SINKING FUND</u>			
<u>INCOME</u>			
Levies - Sinking Fund	66,727.17	66,278.00	76,825.00
Interest Received On Investment	787.73	0.00	0.00
Interest On Overdue Levies	21.48	0.00	0.00
<u>TOTAL SINKING FUND INCOME</u>	67,536.38	66,278.00	76,825.00
<u>EXPENDITURE - SINKING FUND</u>			
R & M - Electrical	0.00	0.00	1,040.00
R & M - Fire Services	5,690.00	5,037.00	6,722.00
R & M - Gardening	0.00	0.00	25,000.00
R & M - General Maintenance	0.00	7,316.00	6,850.00
R & M - Painting	0.00	0.00	3,380.00
R & M - Plumbing	0.00	0.00	4,780.00
R & M - Roof	0.00	0.00	41,375.00
<u>TOTAL SINK. FUND EXPENDITURE</u>	5,690.00	12,353.00	89,147.00
<u>SURPLUS / DEFICIT</u>	\$ 61,846.38	\$ 53,925.00	\$ (12,322.00)
Opening Sinking Fund Balance	91,898.27	91,898.27	153,744.65
<u>SINKING FUND BALANCE</u>	\$ 153,744.65	\$ 145,823.27	\$ 141,422.65
NUMBER OF UNITS OF ENTITLEMENT:		1,000	1,000
AMOUNT PER UNIT OF ENTITLEMENT:		\$ 66.278000	\$ 76.825000

Units Plan No. 4435

LOT BUDGET SUMMARY

30/06/2024

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

Administrative Fund						Sinking Fund			
Lot No	Unit No	Entitlement	Gross	Discount	Net	Gross	Discount	Net	Net Total
1	1	8	816.85	0.00	816.85	169.02	0.00	169.02	985.87
2	2	9	918.96	0.00	918.96	190.14	0.00	190.14	1,109.10
3	3	12	1,225.27	0.00	1,225.27	253.52	0.00	253.52	1,478.79
4	4	9	918.96	0.00	918.96	190.14	0.00	190.14	1,109.10
5	5	9	918.96	0.00	918.96	190.14	0.00	190.14	1,109.10
6	6	9	918.96	0.00	918.96	190.14	0.00	190.14	1,109.10
7	7	12	1,225.27	0.00	1,225.27	253.52	0.00	253.52	1,478.79
8	8	13	1,327.38	0.00	1,327.38	274.65	0.00	274.65	1,602.03
9	9	9	918.96	0.00	918.96	190.14	0.00	190.14	1,109.10
10	10	8	816.85	0.00	816.85	169.02	0.00	169.02	985.87
11	11	8	816.85	0.00	816.85	169.02	0.00	169.02	985.87
12	12	8	816.85	0.00	816.85	169.02	0.00	169.02	985.87
13	13	8	816.85	0.00	816.85	169.02	0.00	169.02	985.87
14	14	7	714.74	0.00	714.74	147.89	0.00	147.89	862.63
15	15	7	714.74	0.00	714.74	147.89	0.00	147.89	862.63
16	16	10	1,021.06	0.00	1,021.06	211.27	0.00	211.27	1,232.33
17	17	10	1,021.06	0.00	1,021.06	211.27	0.00	211.27	1,232.33
18	18	10	1,021.06	0.00	1,021.06	211.27	0.00	211.27	1,232.33
19	19	12	1,225.27	0.00	1,225.27	253.52	0.00	253.52	1,478.79
20	20	11	1,123.17	0.00	1,123.17	232.40	0.00	232.40	1,355.57
21	21	8	816.85	0.00	816.85	169.02	0.00	169.02	985.87
22	22	8	816.85	0.00	816.85	169.02	0.00	169.02	985.87
23	23	8	816.85	0.00	816.85	169.02	0.00	169.02	985.87
24	24	11	1,123.17	0.00	1,123.17	232.40	0.00	232.40	1,355.57
25	25	12	1,225.27	0.00	1,225.27	253.52	0.00	253.52	1,478.79
26	26	11	1,123.17	0.00	1,123.17	232.40	0.00	232.40	1,355.57
27	27	8	816.85	0.00	816.85	169.02	0.00	169.02	985.87
28	28	8	816.85	0.00	816.85	169.02	0.00	169.02	985.87
29	29	8	816.85	0.00	816.85	169.02	0.00	169.02	985.87
30	30	8	816.85	0.00	816.85	169.02	0.00	169.02	985.87
31	31	8	816.85	0.00	816.85	169.02	0.00	169.02	985.87
32	32	8	816.85	0.00	816.85	169.02	0.00	169.02	985.87
33	33	9	918.96	0.00	918.96	190.14	0.00	190.14	1,109.10
34	34	10	1,021.06	0.00	1,021.06	211.27	0.00	211.27	1,232.33
35	35	10	1,021.06	0.00	1,021.06	211.27	0.00	211.27	1,232.33
36	36	11	1,123.17	0.00	1,123.17	232.40	0.00	232.40	1,355.57
37	37	12	1,225.27	0.00	1,225.27	253.52	0.00	253.52	1,478.79
38	38	11	1,123.17	0.00	1,123.17	232.40	0.00	232.40	1,355.57
39	39	9	918.96	0.00	918.96	190.14	0.00	190.14	1,109.10
40	40	9	918.96	0.00	918.96	190.14	0.00	190.14	1,109.10
41	41	9	918.96	0.00	918.96	190.14	0.00	190.14	1,109.10
42	42	11	1,123.17	0.00	1,123.17	232.40	0.00	232.40	1,355.57
43	43	12	1,225.27	0.00	1,225.27	253.52	0.00	253.52	1,478.79
44	44	11	1,123.17	0.00	1,123.17	232.40	0.00	232.40	1,355.57
45	45	8	816.85	0.00	816.85	169.02	0.00	169.02	985.87
46	46	8	816.85	0.00	816.85	169.02	0.00	169.02	985.87
47	47	8	816.85	0.00	816.85	169.02	0.00	169.02	985.87
Totals:			\$45,233.06	\$0.00	\$45,233.06	\$9,359.30	\$0.00	\$9,359.30	\$54,592.36

Units Plan No. 4435

LOT BUDGET SUMMARY

30/06/2024

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

Administrative Fund						Sinking Fund			
Lot No	Unit No	Entitlement	Gross	Discount	Net	Gross	Discount	Net	Net Total
48	48	8	816.85	0.00	816.85	169.02	0.00	169.02	985.87
49	49	8	816.85	0.00	816.85	169.02	0.00	169.02	985.87
50	50	8	816.85	0.00	816.85	169.02	0.00	169.02	985.87
51	51	9	918.96	0.00	918.96	190.14	0.00	190.14	1,109.10
52	52	10	1,021.06	0.00	1,021.06	211.27	0.00	211.27	1,232.33
53	53	10	1,021.06	0.00	1,021.06	211.27	0.00	211.27	1,232.33
54	54	11	1,123.17	0.00	1,123.17	232.40	0.00	232.40	1,355.57
55	55	12	1,225.27	0.00	1,225.27	253.52	0.00	253.52	1,478.79
56	56	11	1,123.17	0.00	1,123.17	232.40	0.00	232.40	1,355.57
57	57	9	918.96	0.00	918.96	190.14	0.00	190.14	1,109.10
58	58	9	918.96	0.00	918.96	190.14	0.00	190.14	1,109.10
59	59	9	918.96	0.00	918.96	190.14	0.00	190.14	1,109.10
60	60	11	1,123.17	0.00	1,123.17	232.40	0.00	232.40	1,355.57
61	61	12	1,225.27	0.00	1,225.27	253.52	0.00	253.52	1,478.79
62	62	11	1,123.17	0.00	1,123.17	232.40	0.00	232.40	1,355.57
63	63	8	816.85	0.00	816.85	169.02	0.00	169.02	985.87
64	64	8	816.85	0.00	816.85	169.02	0.00	169.02	985.87
65	65	8	816.85	0.00	816.85	169.02	0.00	169.02	985.87
66	66	8	816.85	0.00	816.85	169.02	0.00	169.02	985.87
67	67	8	816.85	0.00	816.85	169.02	0.00	169.02	985.87
68	68	8	816.85	0.00	816.85	169.02	0.00	169.02	985.87
69	69	9	918.96	0.00	918.96	190.14	0.00	190.14	1,109.10
70	70	10	1,021.06	0.00	1,021.06	211.27	0.00	211.27	1,232.33
71	71	11	1,123.17	0.00	1,123.17	232.40	0.00	232.40	1,355.57
72	72	11	1,123.17	0.00	1,123.17	232.40	0.00	232.40	1,355.57
73	73	12	1,225.27	0.00	1,225.27	253.52	0.00	253.52	1,478.79
74	74	11	1,123.17	0.00	1,123.17	232.40	0.00	232.40	1,355.57
75	75	9	918.96	0.00	918.96	190.14	0.00	190.14	1,109.10
76	76	9	918.96	0.00	918.96	190.14	0.00	190.14	1,109.10
77	77	9	918.96	0.00	918.96	190.14	0.00	190.14	1,109.10
78	78	11	1,123.17	0.00	1,123.17	232.40	0.00	232.40	1,355.57
79	79	12	1,225.27	0.00	1,225.27	253.52	0.00	253.52	1,478.79
80	80	11	1,123.17	0.00	1,123.17	232.40	0.00	232.40	1,355.57
81	81	8	816.85	0.00	816.85	169.02	0.00	169.02	985.87
82	82	8	816.85	0.00	816.85	169.02	0.00	169.02	985.87
83	83	8	816.85	0.00	816.85	169.02	0.00	169.02	985.87
84	84	8	816.85	0.00	816.85	169.02	0.00	169.02	985.87
85	85	8	816.85	0.00	816.85	169.02	0.00	169.02	985.87
86	86	8	816.85	0.00	816.85	169.02	0.00	169.02	985.87
87	87	9	918.96	0.00	918.96	190.14	0.00	190.14	1,109.10
88	88	10	1,021.06	0.00	1,021.06	211.27	0.00	211.27	1,232.33
89	89	11	1,123.17	0.00	1,123.17	232.40	0.00	232.40	1,355.57
90	90	11	1,123.17	0.00	1,123.17	232.40	0.00	232.40	1,355.57
91	91	10	1,021.06	0.00	1,021.06	211.27	0.00	211.27	1,232.33
92	92	11	1,123.17	0.00	1,123.17	232.40	0.00	232.40	1,355.57
93	93	9	918.96	0.00	918.96	190.14	0.00	190.14	1,109.10
94	94	9	918.96	0.00	918.96	190.14	0.00	190.14	1,109.10
Totals:			\$91,078.79	\$0.00	\$91,078.79	\$18,845.37	\$0.00	\$18,845.37	\$109,924.16

Units Plan No. 4435

LOT BUDGET SUMMARY

30/06/2024

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

Lot No	Unit No	Administrative Fund				Sinking Fund			
		Entitlement	Gross	Discount	Net	Gross	Discount	Net	Net Total
95	95	9	918.96	0.00	918.96	190.14	0.00	190.14	1,109.10
96	96	11	1,123.17	0.00	1,123.17	232.40	0.00	232.40	1,355.57
97	97	12	1,225.27	0.00	1,225.27	253.52	0.00	253.52	1,478.79
98	98	11	1,123.17	0.00	1,123.17	232.40	0.00	232.40	1,355.57
99	99	8	816.85	0.00	816.85	169.02	0.00	169.02	985.87
100	100	8	816.85	0.00	816.85	169.02	0.00	169.02	985.87
101	101	8	816.85	0.00	816.85	169.02	0.00	169.02	985.87
102	102	8	816.85	0.00	816.85	169.02	0.00	169.02	985.87
103	103	8	816.85	0.00	816.85	169.02	0.00	169.02	985.87
104	104	8	816.85	0.00	816.85	169.02	0.00	169.02	985.87
105	105	17	1,735.80	0.00	1,735.80	359.16	0.00	359.16	2,094.96
Total			\$102,106.26	\$0.00	\$102,106.26	\$21,127.11	\$0.00	\$21,127.11	\$123,233.37

Totals: \$102,106.26 \$0.00 \$102,106.26 \$21,127.11 \$0.00 \$21,127.11 \$123,233.37

Unit Titles (Management) Act 2011

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions

A1 The Owners Units Plan No: 4435

A2 General Meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on: 20/10/2023

Tick applicable box, or both boxes if applicable:

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

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

A3 Reduced Quorum Decisions

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

Date of decision

Full text of reduced quorum decision

20/10/2023

See Attached Minutes

A4 Owners Corporation Declaration

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

Date 20 October 2023

Signed: *Lily Klose*

Designation: Lily Klose for Units Plan No 4435

MINUTES OF GENERAL MEETING

Units Plan No. 4435

DATE & TIME Friday 20 October 2023 at 3:00 PM
LOCATION Voting Paper

ATTENDANCE

Votes

Ms H Kim & Mr D Byun	Lot 5	Voting Paper Pre-Meeting
Mr J Wilding	Lot 17	VoteMax Pre-Meeting
Mr J Hassan	Lot 25	Voting Paper Pre-Meeting
Mr J Elliott	Lot 33	VoteMax Pre-Meeting
Mr S Brooker	Lot 65	VoteMax Pre-Meeting
Mr P Flynn	Lot 79	VoteMax Pre-Meeting
Ms F Bridges	Lot 86	VoteMax Pre-Meeting
Ms A Knol	Lot 97	VoteMax Pre-Meeting
Mr T Mcenally	Lot 100	Voting Paper Pre-Meeting

In Attendance

Ms L Klose representing Link Strata Management.

Chairperson

The meeting was conducted via Voting Paper, no Chairperson was elected.

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. CONDUCT MEETING VIA VOTING PAPER

It was resolved that the Owners Corporation agrees to conduct the meeting via voting paper.

MOTION CARRIED

Votes: Yes 9 No 1 Abstain 0

2. WATERPROOFING OF THE RAISED GARDEN BEDS AND BIN ENCLOSURE

It was resolved that the Owners Corporation agree to proceed with the quote provided by Baicol Pty Ltd to waterproof the two raised planter boxes at the ground-floor entrance, and waterproof the floor of the bin room.

The costs expended will be included in the lawsuit against SALT's builder, to recover costs disbursed by the Owners Corporation that have arisen due to unresolved defects with the original build.

The cost to undertake this project will be funded using the existing Sinking Fund reserve and will not require additional levy contributions from owners.

MOTION CARRIED

Votes: Yes 10 No 0 Abstain 0

Secretarial note: Please refer to the attached explanatory notes and to the detailed quote provided by Baicol Construction for further information.

GENERAL BUSINESS

Nil.

Meeting closed at 3:10PM

Unit Titles (Management) Act 2011

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions

A1 The Owners Units Plan No: 4435

A2 General Meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on:- 10/01/2024

Tick applicable box, or both boxes if applicable:

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

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

A3 Reduced Quorum Decisions

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

Date of decision

Full text of reduced quorum decision

10/01/2024

See Attached Minutes

A4 Owners Corporation Declaration

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

Date: Wednesday 10 January 2024

Signed: *Lily Klose*

Designation: Lily Klose for Units Plan No 4435

MINUTES OF GENERAL MEETING Units Plan No. 4435

DATE & TIME Wednesday 10 January 2024 at 3:00 PM
LOCATION Voting Paper

ATTENDANCE

Present via Voting Paper:

Mr J Wilding, Mr R Baumgart, Mr U & Ms E Hassan, Mr S Brooker and Ms S Spaseski.

In Attendance:

Ms L Klose representing Link Strata Management.

Chairperson:

The meeting was conducted via Voting Paper, no Chairperson was elected.

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. CONDUCT MEETING VIA VOTING PAPER

It was resolved that the Owners Corporation agreed to conduct the meeting via voting paper.

MOTION CARRIED

2. OWNERS CORPORATION TO COMMENCE LEGAL ACTION IN RESPONSE TO BUILDING DEFECTS

It was resolved that the Owners Corporation resolves to

(a) commence legal action against the builder of the complex, Core Developments, to **recover** costs expended by the Owners Corporation in rectifying structural defects originating from the construction of SALT.

(b) engage Namadgi Legal to represent the owners of SALT. The cost estimate to proceed with this legal action is between \$60,000.00 - \$80,000.00 excluding GST for Namadgi Legal's professional fees, and if required, disbursements to not exceed \$60,000.00 excluding GST.

(c) approve the use of the Common Seal by the strata manager in order to execute the agreement between Units Plan No. 4435 and Namadgi Legal.

MOTION CARRIED

GENERAL BUSINESS

Nil.

Meeting closed at 3:10 PM

Minutes
Meeting of the Executive Committee
Units Plan 4435 – Salt
29 Dawes Street Kingston ACT 2604

Venue: Zoom Video Conference
Date: Thursday 09 May 2024
Time: 5.00 pm by teleconference
Present: J Wilding (Unit 17) S Spaseski (Unit 68) M Gardner (Unit 104)
In Attendance: L Klose (Link Strata Management) M Schillani (Inside Outside Facilities Services)

Quorum reached and meeting commenced at 5.05 pm

Agenda Item 1. Apologies

Nil.

Agenda Item 2. Actions items from previous meeting.

Closed action items will be removed from future minutes.

- Outstanding Item 01/2020 - An action item will remain until roof repair works are completed under the insurance claim process. **Completed – claim finalised.**
- Outstanding Item 11/2021 – **Strata Manager** to conclude a response from the builder, Core Developments regarding their commitment to replace defective tiling in the courtyard and the front steps/ramp. **Closed - To be considered in legal process.**
- The Body Corporate understand **Vantage Strata** to seek quotes for the installation of irrigation and plantings. **Completed – works complete through Link Strata Management.**
- Outstanding item 12/2021 – **Strata Manager** to follow-up quotes to repair window seals for moisture impacted apartments. Vantage Strata confirmed Core Developments have been contacted as this matter is being deal with as a defect. Quotes to have the windows resealed are required. **Closed.**
- Action item 04/2022 – **Strata Manager** to provide the Executive Committee with a report on hot water billing which is to include the first and subsequent billing cycles. **Closed – reviewed and cost of continuing this program outweighed the benefits to owners.**
- Action item 05/2022 – **Building Manager** to seek quotes to replace the current steel grates on the driveway to allow greater water drainage. **Closed – BM hand-cleared storm drains. Ongoing monitoring in progress, however no issues reported to date.**
- New action item 06/2022 – **Building Manager** to investigate if water leaking is on the common walkway of level 3, 4 and 5 (ceiling and at the front lift). **Completed – works complete.**

Agenda Item 3. Budget

"Salt" 29 Dawes Street Kingston ACT 2604

BALANCE SHEET

AS AT 30 APRIL 2024

	ACTUAL 30/04/2024	ACTUAL 30/06/2023
OWNERS FUNDS		
Administrative Fund	67,636.19	94,848.63
Sinking Fund	121,488.12	153,744.65
TOTAL	\$ 189,124.31	\$ 248,593.28
THESE FUNDS ARE REPRESENTED BY		
CURRENT ASSETS		
Cash At Bank	126,678.36	151,756.99
Investment At Call - Mbl	62,123.69	60,787.73
Levies In Arrears	6,843.56	14,650.15
Other Arrears	1,405.00	560.00
Interest On Overdue Levies	207.58	0.00
Secondary Debtors	0.00	50,775.00
TOTAL ASSETS	197,258.19	278,529.87
LIABILITIES		
Gst Clearing Account	(2,311.79)	16,212.71
Creditors	6,708.85	12,191.32
Accruals	0.00	318.18
Levies In Advance	3,736.82	1,214.38
TOTAL LIABILITIES	8,133.88	29,936.59
NET ASSETS	\$ 189,124.31	\$ 248,593.28

The EC discussed Salt's financial position. The budgeted items vs. expenditure are on track. One more levy contribution is due before the end of Salt's financial year.

Agenda Item 4. Levies in arrears

One unit is subject to debt collection. Another unit is behind by one levy, which is due to receive a 3rd Arrears Notice.

Agenda Item 5. Planter box works

The final planter box is being prepared for waterproofing. The contractors must wait for a period of no rain forecast before applying the waterproofing materials. Once completed, the planter box will be refilled, soil removed from the verge, and plantings to be made-good.

Repairs will be certified with the cost a consideration in the legal case against the original builder as original work were not consistent with Australian Standards and causing leaks into the basement.

Agenda Item 6. Legal process regarding building defects

Namadgi Legal has progressed the case with the Supreme Court.

The EC is awaiting confirmation of mediation and court hearing dates for this calendar year. The EC has received all necessary expert reports with supportive evidence.

All efforts had been made to give the builder opportunity to repair documented defects from the time of occupancy. No action necessitated a legal process.

Owners can be assured all necessary defect repairs have since been completed by the Owners Corporation. The legal case is now a matter of cost recovery to reimburse the sinking fund.

Agenda Item 7. General Repairs and Maintenance Update

- Landscaping work has been completed. The EC ask owners of dogs to please not allow their dog to urinate on recent plantings as they will die and will need to be replaced.
- 6-monthly basement carpark cleaning to be scheduled in late May. A notice to be distributed to residents with the date and instructions.
- Carpet steam cleaning of common foyers to be scheduled following the completion of the planter box waterproofing.
- Inside Outside will schedule cleaning of the fire stairwell and de-cobwebbing of the basement in May.
- Fairy Cleaning will be requested to devote extra attention to cleaning dirt and scuff marks off the common hallway walls.
- The EC expressed interest in investigating small-scale solar powered lights for the street-facing gardens and large tree in front of the building. Building Manager to action.

Agenda Item 8. Electric Vehicle (EV) Charging

- Given ACT Government policy and interest expressed by some owners, the EC discussed the first quotes for EV infrastructure provided by GMH Electrical. As a large expense, a motion will be added to the AGM for discussion and for owners to express their interest in the various options.
- Link Strata will also provide additional information for EC consideration from ActewAGL.

Agenda Item 9. Moving in or out?

Our lifts have sustained damage in recent months. Cost of repairs is high.

The EC would like to remind all owners to ensure the Building Manager is advised when people are moving in or out of your apartment to ensure protective blankets are installed. If owners have a leasing agent, please ensure this is a requirement in your arrangements with them. The Strata Manager will also advise known agents.

This will be monitored. If damage to the lift occurs, respective owners may be responsible for repairs or replacements.

Agenda Item 10. AGM Preparation

Salt AGM must occur before 6 December 2024.

- Pre-AGM EC meeting to be scheduled for 3 July at 5PM.
- Indicative quotes for re-painting the internal common areas will be sought for budgeting purposes and inclusion in AGM motion if applicable.

The meeting closed at 6.00 pm.

Unit Titles (Management) Act 2011

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions

A1 The Owners Units Plan No: 4435

A2 Annual General Meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on:- 15/08/2024

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

15/08/2024

See Attached Minutes

A4 Owners Corporation Declaration

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

Date: Monday 19 August 2024

Signed: *Lily Klose*

Designation: Lily Klose for Units Plan No 4435

MINUTES OF ANNUAL GENERAL MEETING

Units Plan No. 4435

DATE & TIME Thursday 15 August 2024 at 5:00 PM

LOCATION Zoom

<https://us02web.zoom.us/j/86469638043?pwd=a2wRSOw8oa1BZtM8hpmAMjPlxfuX6.1>

ATTENDANCE

Present:

Mr J Wilding, Mr R Mihaich, Ms L & Mr M Eggins, Mr S Brooker, Ms S Spaseski, Ms C McFadzean, and Mr A Prior.

In Attendance:

M L Klose representing Link Strata Management and Mr M Schillani representing Inside Outside Facilities Services.

Pre-Meeting Voting:

Mr J Wilding, Mr R Baumgart, Mr A Prior, Ms A Knol, and Ms H Pope.

Chairperson:

Ms S Spaseski was elected Chairperson however Ms L Klose facilitated the meeting on their 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 6 September 2023, the General Meeting dated 20 October 2023, and the General Meeting dated 10 January 2024 be accepted as presented.

MOTION CARRIED

2. FINANCIAL STATEMENTS

It was resolved that the financial statements for the period 1 July 2023 to 30 June 2024 be accepted as presented.

MOTION CARRIED

3. 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

4. ONGOING CLEANING & GARDENING MAINTENANCE

It was resolved that the Owners Corporation proceed with the quotes provided by Inside Outside Facilities Services for the continued provision of facilities maintenance services, and to commence ongoing cleaning & gardening services of Salt's common property.

MOTION CARRIED

5. PROPOSED ADMINISTRATIVE FUND BUDGET

It was resolved that the proposed Administrative Fund expenditure budget of \$356,070.00 excluding GST and levy contributions of \$356,070.00 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 September 2024, 1 December 2024, 1 March 2025, and 1 June 2025.

MOTION CARRIED

6. SINKING FUND FORECAST REPORT

It was resolved that the Owners Corporation adopts the updated Sinking Fund Forecast Report dated 18 October 2023.

MOTION CARRIED

7. PROPOSED SINKING FUND BUDGET

It was resolved that the proposed Sinking Fund expenditure budget of \$37,800.00 excluding GST and levy contributions of \$92,050.00 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 September 2024, 1 December 2024, 1 March 2025, and 1 June 2025.

Levies to be due as follows:

Period of Levy	Levy Due Date
01/07/24 to 30/09/24	1 September 2024
01/10/24 to 31/12/24	1 December 2024
01/01/25 to 31/03/25	1 March 2025
01/04/25 to 30/06/25	1 June 2025

MOTION CARRIED

8. HALLWAY REPAINTING

It was resolved that the Owners Corporation provide in-principle approval to proceed with repainting of the common hallways on each floor.

MOTION CARRIED

Secretarial note: An indicative quote of approximately \$26,000 including GST was discussed and supported amongst owners present.

9. EV CHARGING SUB-COMMITTEE

It was resolved that the Owners Corporation agree to the following owners as a sub-committee to investigate options to install electrical vehicle charging infrastructure and equipment. The sub-committee will gauge Owners interest in this project, and provide recommendations to the Executive Committee concerning the various infrastructure options, safety, and costing.

Mr J Wilding, Mr A Prior, and Ms A Knol.

MOTION CARRIED

10. ELECTION OF EXECUTIVE COMMITTEE

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

Mr J Wilding, Mr R Mihaich, and Ms S Spaseski.

MOTION CARRIED

GENERAL BUSINESS

Legal Case

Ms S Spaseski provided an update on the legal proceedings. A date for mediation between Core Developments and Units Plan No. 4435 is anticipated to be this calendar year. Core have missed deadlines requested by the court, requiring them to provide responses and additional information. Most recently, an independent report was sought on the planter box works, and reimbursement for this expenditure can also be included in Salt's case.

EV Charging

The abovementioned EV charging subcommittee was formed. The existing quotes and a recently received quote from GMH Electrical will be forwarded to the subcommittee for consideration. It was briefly discussed that fast-charging equipment may not be popular amongst owners with electric vehicles, as frequent use of fast charging can negatively impact the battery life of the car. The subcommittee will consider this advice in their discussions, alongside whether Salt is interested in options to install EV charging infrastructure in all units' car spaces, or to only install a few shared charging stations in the visitor parking spaces.

Wet Wall

Owners present discussed a quote provided to install 'Mr Wet Wall' sheeting on the walls surrounding the lifts in the basement. Owners were supportive of this quote for approximately \$28,000.00 including GST and approved proceeding with the works after the conclusion of the legal case. The recovery of the cost of this work is included in the legal case.

Driveway Safety

An owner flagged that pedestrians crossing the driveway can be difficult to see for drivers exiting Salt's basement carpark. Building manager, Mr Marcus Schillani, will investigate options for a traffic mirror, line marking, and a sign to warn both pedestrians and drivers of the potential hazard.

Unit Doors

An owner raised that the unit doors can slam and cause noise disruptions. The strata manager will distribute a notice to owners & property managers, directing them to contact the building manager, Marcus who can assist with adjusting the soft close mechanisms on each door. The notice will also request residents to be mindful to close doors with care and avoid leaving them to slam.

Meeting closed at 5:50 PM

Minutes
Meeting of the Executive Committee
Units Plan 4435 – Salt
29 Dawes Street Kingston ACT 2604

Venue: Zoom Video Conference
Date: Monday 16 September 2024
Time: 5.00 pm by teleconference
Present: R Mihaich (unit 46) and S Spaseski (Unit 68)
In Attendance: L Klose (Link Strata Management) M Schillani (Inside Outside Facilities Services)
Apologies: J Wilding (Unit 17)

Quorum reached and meeting commenced at 5.00 pm.

Agenda Item 1. Appointment of Office Bearers.

Chair: S Spaseski
Treasurer: J Wilding
Secretary: R Mihaich

Agenda Item 2. Actions Items from Previous Meeting.

Closed action items will be removed from future minutes.

- **Planter box update.** Completed.
- **Legal process update.** S Spaseski provided an update on the legal proceedings. Additional expert reports have been received by the solicitors in recent weeks. Salt's case is waiting on a mediation date to be set before the end of 2024. The builder's representatives have missed deadlines, meaning Salt has been awarded some reimbursements.
- **Carpet steam cleaning.** Inside Outside to complete in October.
- **Fire stairwell clean & de-cobwebbing basement.** Completed.
- **Fairy requested to clean dirt & scuffs from hallway walls.** Completed.
- **Small-scale solar powered lights in street-facing gardens.** Completed.
- **Residents to notify of move-ins & move-outs.** Completed – BM Marcus noted an increase in requests to hang the lift curtains.

Agenda Item 3. Actions Items from AGM.

- **IOFS as new cleaner & gardener.** Existing providers to finish their service at the end of September. IOFS ready to commence service at the beginning of October.
- **EV charging.** Subcommittee coordinating a meeting time.
- **Wet Wall & hallway painting.** Deferred until the completion of the legal proceedings. 'Smoked Sensation' is the preferred colour for the wet wall as voted by residents.
- **Driveway safety.** Traffic mirror work order issued to IOFS. **Action: Strata manager and Marcus to follow-up work order.**
- **Unit doors slamming.** Completed – notice issued. **This is a challenging task as the nature of the building design with open corridors means doors will slam if left open and not closed softly by a person. However, if they are softened too much, there is a risk the doors will not close causing a security issue. Residents are asked to be mindful of the noise to others when doors slam.**

Agenda Item 4. New Business

- **Additional CCTV.** The EC provided in-principal support for the hybrid light cameras. **Action: Marcus to review the basement and provide a recommendation to the EC on the number of cameras that will best capture the areas.**
- **Dog Run Area.** The EC elected not to proceed with the quote to install a fob scanner to create a dog run in the green space to the right of the complex until residents have a chance to express an opinion. If any owners have strong opinions for or against creating a dog run in this area, you are welcome to provide your feedback to the strata manager for EC consideration.
- **Fob Audit Quote.** This quote was approved. **Action: Strata manager to issue a work order to IOFS.**
- **Level 4 Roof Hatch Leak.** Water Tight Plumbing advised that the drip is very mild and the associated repairs will be more expensive than first anticipated. **Action: Marcus to review the drip and provide a recommendation to the EC as to how quickly this work needs to be addressed.**
- **Height Safety System.** The annual re-certification of the height safety system is due in November. **Action: Strata manager to issue a work order to the existing provider, Rope Access Engineering. The cost is less than \$1,000.00**
- **Lift Graffiti.** The meeting discussed graffiti that has been scratched into the lift walls. **Action: Marcus to enquire with Schindler during their next maintenance visit whether the scratches can be buffed out or removed in another way without requiring panel replacements. The Committee expressed disappointment that this has occurred in the SALT community property.**
- **Break-ins.** The meeting noted a recent break-in. Marcus advised that the CCTV captured the person responsible and was provided to the police. **Action: Marcus to print a photo of the man and hang in Salt's common areas, requesting residents to keep an eye out for this person and notify IOFS if seen.**
- **Pigeon Nest.** Marcus notified the meeting of a pigeon nest observed near unit 89's window. **Action: Strata manager to seek a quote from Flick Pest to address the issue.**

Agenda Item 5. Financial Statements

The EC noted the most recent financial statements which show finances on track

Agenda Item 6. Levies in Arrears

Three units have outstanding balances on their levy accounts.

Two of these units have made partial payments within the last fortnight.

The other unit is subject a dispute regarding the payment of an excess on an insurance claim. The Executive Committee agreed to seek advice from a solicitor on whether the excess should be paid by the Owners Corporation or the individual owner in this specific instance.

The meeting closed at 6.13 pm.

Minutes
Meeting of the Executive Committee
Units Plan 4435 – Salt
29 Dawes Street Kingston ACT 2604

Venue: Zoom Video Conference
Date: Thursday 20 March 2025
Time: 5.00 pm by teleconference
Present: J Wilding (Unit 17), R Mihaich (unit 46) and S Spaseski (Unit 68)
In Attendance: L Klose (Link Strata Management)

Quorum reached and meeting commenced at 5.00 pm.

Agenda Item 1. Actions Items from Previous Meeting.

Closed action items will be removed from future minutes.

- **Legal process update.** S Spaseski provided an update on the legal proceedings. The Court hearing date is set and mediation, should it be required, will be determined by the Court by the end of May 2025. The Owners Corporation has provided all information including robust expert reports into the Court process looking to recover or settle on incurred costs for correcting building defects and costs associated with the legal process
- **Inside Outside Facilities Services appointed as new cleaner and gardener.** The EC discussed some feedback on the cleaning & gardening service. The carpet cleaning and cleaning of the basement levels are due to be completed shortly. Notification will go out to owners in advance of the basement clean.
- **EV charging project.** The EC thanks the members of the EV Charging subcommittee for investigating all options available at present. This project has been put on hold as current options are cost prohibitive, interest from owners regarding installation is low, and better product options are anticipated to be introduced to the market in future.
- **Wet Wall & hallway painting.** These two improvements remain as the top priorities to complete once the legal case has been finalised.
- **Driveway mirror installation.** Complete.
- **Unit doors slamming.** Complete. Residents were directed to reach out to the building manager for assistance adjusting door closers to prevent slamming. No recent complaints about slamming doors have been raised.
- **Additional CCTV installation.** Complete.
- **Fob Audit.** Complete and all unclaimed fobs have been cancelled. If your apartment is rented, please advise your agent they need to manage audit and handover of fobs and keys to ensure none are with previous tenants or need to be reported as lost/stolen. This is an important security measure.
- **Roof hatch leak.** Complete.

- **Lift graffiti.** The lift service contractor advised that the scratched graffiti cannot be buffed out of the affected panel. The EC requested Schindler & the building manager to investigate an adhesive stainless steel sticker to cover up the graffiti instead. It is disappointing that this is an issue in our SALT community.
- **Pigeon removal.** No further pigeons have been reported nesting on the roof, however new pigeons have begun nesting in the open hallways of levels 4 & 5. The EC approved issuing a work order to A1 Pest Control for removal. **Residents are requested to refrain from feeding any pigeons observed around the complex and report further nesting to the building management.** Pigeon droppings can be a health hazard to humans - particularly children and pets, the mess created is difficult to clean and the smell is across common areas.

Agenda Item 2. New Business

- **Rodent sightings.** One unit has reported seeing rodents around the ground level. The EC approved a quote for Harts Pest Control to install bait stations & re-fill them on an ongoing basis. The strata manager will request Harts to provide advice on where the rodents may be coming from so as to address this properly.
- **Driveway grates.** One unit has raised a complaint that cars driving over the stormwater drainage grates on the driveway causes noise nuisance. The building manager advised some screws are missing from the grates, causing more movement than expected. The EC requested the building manager to replace the missing screws.
- **Smoking.** Complaints about smoke drift & smell nuisance have been raised against a few units. The strata manager will distribute a notice to all residents to be mindful of nuisance when smoking, and send direct letters to the identified units.
- **Fire defect quotes.** Salt's regular fire maintenance contractor has raised a few non-urgent suggestions to repair and upgrade the fire protection system. The strata manager will seek a comparison quote on each recommendation, to ensure value for money.
- **External cleaning.** The strata manager to seek a quote for external window cleaning, pest spraying to avoid cobweb building up, and external pressure washing.

Agenda Item 3. Financial Statements

The EC noted the most recent financial statements which show finances on track.

Agenda Item 4. Levies in Arrears

One unit has a levy balance in arrears greater than 30 days. Link Strata Management is pursuing the unit according to the arrears notice procedure.

The meeting closed at 5.44 pm.

Unit Titles (Management) Act 2011

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions

A1 The Owners Units Plan No: 4435

A2 Annual General Meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on:- 06/08/2025

Tick applicable box, or both boxes if applicable:

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

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

A3 Reduced Quorum Decisions

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

Date of decision

Full text of reduced quorum decision

06/08/2025

See Attached Minutes

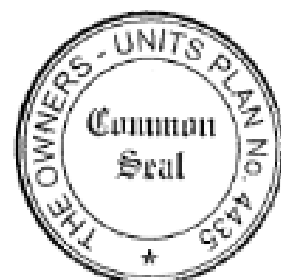
A4 Owners Corporation Declaration

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

Date: Wednesday 06 August 2025

Signed: *Lily Klose*

Designation: Lily Klose for Units Plan No 4435



MINUTES OF ANNUAL GENERAL MEETING

Units Plan No. 4435

DATE & TIME Wednesday 06 August 2025 at 5:00 PM
LOCATION Zoom Video Conference
<https://us02web.zoom.us/j/89674949539?pwd=RKpqbxtSgCmwblvRUeYH8EFycQZNf.1>

ATTENDANCE

Present:

Mr J Wilding, Ms C Masila, Mr R Mihaich, and Mrs A & Mr J Knol.

In Attendance:

Ms L Klose representing Link Strata Management and Mr M Schillani representing Inside Outside Facilities Services.

Pre-Meeting Voting:

Mr J Wilding, Mr A Prior, Mrs A & Mr J Knol, and Ms H Pope.

Chairperson:

Mr J Wilding was elected Chairperson however Ms L Klose facilitated the meeting on their 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 15 August 2024 be accepted as presented.

MOTION CARRIED

2. FINANCIAL STATEMENTS

It was resolved that the financial statements for the period 1 July 2024 to 30 June 2025 be accepted as presented.

MOTION CARRIED

3. INSURANCE VALUATION REPORT

It was resolved that the Owners Corporation authorise an updated Insurance Valuation Report be obtained for the consideration of the Executive Committee.

MOTION CARRIED

4. PROPOSED ADMINISTRATIVE FUND BUDGET

It was resolved that the proposed Administrative Fund expenditure budget of \$407,365.00 excluding GST and levy contributions of \$420,000.00 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 September 2025, 1 December 2025, 1 March 2026, and 1 June 2026.

MOTION CARRIED

5. PROPOSED SINKING FUND BUDGET

It was resolved that the proposed Sinking Fund expenditure budget of \$69,550.00 excluding GST and levy contributions of \$95,625.00 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 September 2025, 1 December 2025, 1 March 2026, and 1 June 2026.

Levies to be due as follows:

Period of Levy	Levy Due Date
01/07/25 to 30/09/25	1 September 2025
01/10/25 to 31/12/25	1 December 2025
01/01/26 to 31/03/26	1 March 2026
01/04/26 to 30/06/26	1 June 2026

MOTION CARRIED

6. ELECTION OF EXECUTIVE COMMITTEE

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

Mr J Wilding, Ms C Masila, Mr R Mihaich, and Ms S Spaseski.

MOTION CARRIED

GENERAL BUSINESS

Sewer Sump Blockages

The strata manager raised recent attendances from Water Tight Plumbing. The plumbers have advised that Salt's sewer sumps frequently become blocked with wet wipes. Notices have previously been distributed to owners & property managers, however the problem has reoccurred in recent weeks.

The meeting agreed for the strata manager to create another notice requesting residents to refrain from flushing wipes & other non-flushable materials down the toilets, and for the building manager to hang copies in the lifts and on each unit door.

Should the blockages persist, the strata manager & building manager will investigate purchasing stickers for residents to place on each toilet reminding that wipes and other non-flushable materials are not to be disposed of in the toilets.

Owners are reminded that each additional attendance from a plumber costs the Owners Corporation money and may result in increased levy contributions from owners.

Updates on Salt's Day-to-Day Operations

- The strata manager to issue a work order for the quarterly routine maintenance of the garage door.
- Owners present & the building manager reported that the door closers on the fire doors have been working well in recent months – still pulling closed whilst not slamming. However, the door to the bin room is harder to manage – it has been reported as slamming shut loudly, due to varying weather conditions the regular adjustment of the door closer does not always allow the closer from working properly. Residents are requested to manually pull the door closed when using this door, both to ensure it locks and to reduce noisy slamming.
- The Executive Committee agreed to discuss plans for new plants in the ground-floor planter boxes. One planter box requires types of plants suitable for more shade, and another planter box can be used for herbs & vegetables for community use. Inside Outside Facilities Service will action the planting requests.
- The building manager reported a reduction in pigeon nesting on the outside of the building, and an associated reduction in pigeon droppings around the complex.
- Positive responses have been received following the recent external building cleaning.
- The building manager to arrange a replacement lock for the roof access hatch.
- The building manager will conduct an audit on 'For Sale' and 'For Lease' signs that have been left on Salt's common property for an extended period of time. The strata manager will reach out to the associated companies and request the signs to be removed, otherwise the building manager will dispose of them. This notice will also remind agents of Salt's Registered Rules concerning the location and length of time that signage is permitted to be in place.
- Repainting of the internal hallways will commence in coming months. The strata manager will distribute a schedule & instructions for residents once confirmed with the painting contractor.

Meeting closed at 5:27 PM

CONTRACTS REGISTER

Units Plan No. 4435

Contractor Name and Address Link Strata Management	Details of Duties	Delegated Powers	Basis of Remuneration In arrears
Commencement Date	01/07/24	Termination Date	
Term of Contract	2 Years	Finance	
Options		Name of Financier	
Copy of Agreement on File		Date of Advice from Financier	
Workers Comp No		Date of Withdrawal of Financier	
Contractor Name and Address 360 Degree Fire 90 High St, Queanbeyan NSW 262	Details of Duties Routine inspections & maintenance of fire protection equipment	Delegated Powers	Basis of Remuneration In arrears
Commencement Date	01/02/25	Termination Date	31/01/26
Term of Contract	1 year	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	
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	
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	

Insurance Valuation Report

For
Salt

29 Dawes Street, Kingston ACT 2604

Scheme Number: 4435



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 183216

18 November 2022

Professional Indemnity Insurance Policy Number 1411189338PLP

PO Box 1280,
Beenleigh QLD 4207

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

QIA Group Pty Ltd
ABN 27 116 106 453
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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 REPLACEMENT VALUE.....	3
1.6 INSPECTOR DETAILS.....	3
SECTION 2 – INSURANCE VALUATION REPORT.....	4
2.1 RECOMMENDED INSURED 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 that outlines the replacement/reinstatement costs of the building/s and associated common property improvement and body corporate assets situated at **29 Dawes Street, Kingston ACT 2604**.

1.2 Property Address

The property is situated at **29 Dawes Street, Kingston ACT 2604**.

1.3 Description of Building

The property comprises total one hundred and four residential apartments and one commercial unit in a single six storey building complex with three levels of basement parking spaces. Access to the upper floors is by internal stairs & lobbies and two passenger lifts. Common property includes communal area, driveway paving, boundary walls & fences and site landscaping. In accordance with the plans provided the date of registration is 2018.

1.4 Client

The Proprietors Salt.

1.5 Replacement Value

Recommended Insured Value: \$44,670,000 (Inc GST)

1.6 Inspector Details

Inspector Number

101



Signed for and on behalf of QIA Group Pty Ltd

SECTION 2 – INSURANCE VALUATION REPORT

2.1 Recommended Insured Value

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

2.2 Loss of Revenue

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

2.3 Current Trends

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

2.4 Periodic Reviews

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

2.5 Elements used in the Calculated Value of the Building Replacement

The calculated value of the building comprises of several elements:

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

2.6 Valuation

Replacement Building and Improvements Cost: \$33,300,000

Allowance for Cost Escalation:

Design and Documentation:	9 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	15 Months

Calculated at 6% over the period \$3,250,000

Progressive Subtotal: \$36,550,000

Professional Fees: \$4,020,000

Progressive Subtotal: \$40,570,000

Removal of Debris: \$1,665,000

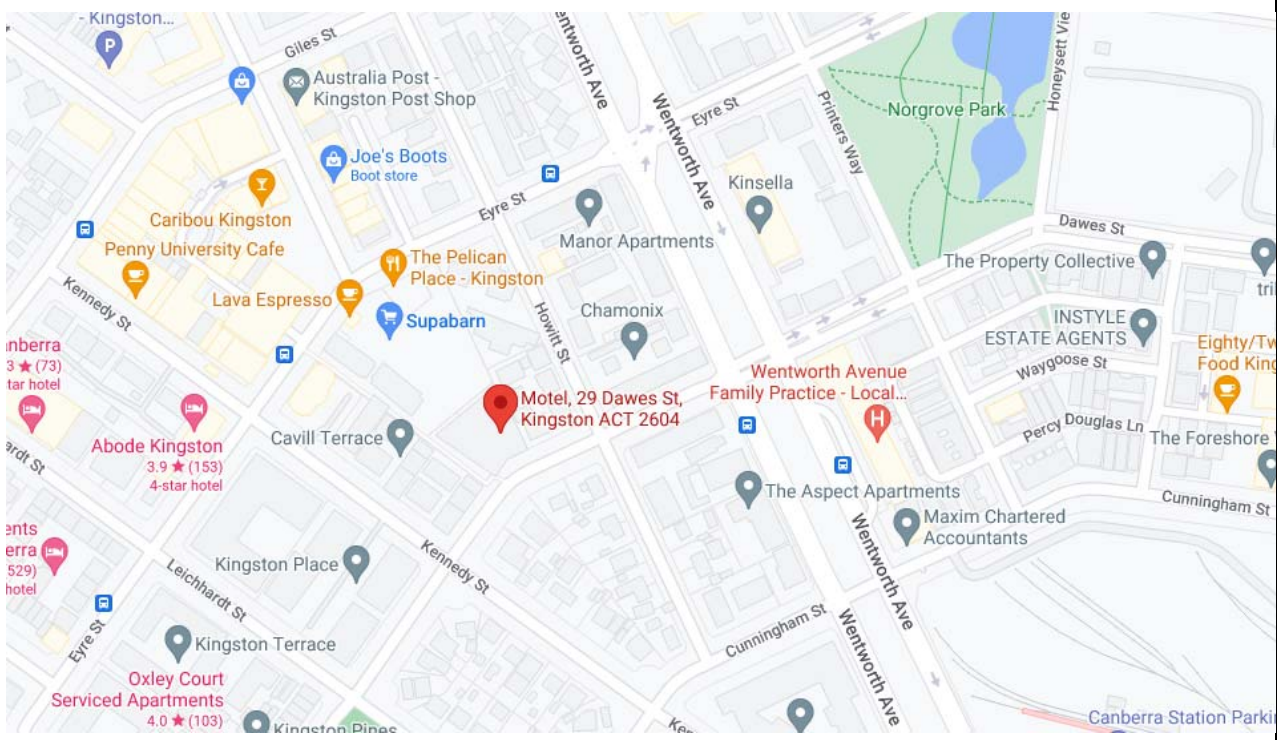
Progressive Subtotal: \$42,235,000

Cost Escalation for Insurance Policy Lapse Period: \$2,435,000

Progressive Subtotal: \$44,670,000

Recommended Insured Value: \$44,670,000 (Inc GST)

2.7 Site Location Map



SECTION 3 – REPORTING PROCESS AND CONTENT

3.1 *SITE FACTORS*

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

3.2 *ADDITIONS & IMPROVEMENTS*

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

3.3 *MAINTENANCE*

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

3.4 *SUMMARY OF CONSTRUCTION*

3.4.1 *Primary Method of Construction*

3.4.1.1 *FLOOR STRUCTURE*

FLOOR CONSTRUCTION: Reinforced concrete ground floor and upper floors.

3.4.1.2 *WALL STRUCTURE*

EXTERNAL WALL CONSTRUCTION: Masonry.

EXTERNAL WALL FINISHES: Rendered concrete and colorbond.

3.4.1.3 *ROOF STRUCTURE*

ROOF CONSTRUCTION: Framed and low-pitched roof.

ROOFING: Cliplock.

3.4.1.4 *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'
- Solving or providing costs for any rectification or repair work;
- The structural design or adequacy of any element of construction;
- Detection of wood destroying insects such as termites and wood borers;
- Any services including building, engineering (electronic), fire and smoke detection or mechanical;
- A review of occupational, health or safety issues such as asbestos content, or the provision of safety glass or swimming pool fencing;
- Whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws; and
- Whether the ground on which the building rests has been filled, is liable to subside, is subject to landslip, earthquakes or tidal inundation, or if it is flood prone.

SECTION 4 – SITE PHOTOGRAPHS



ACT Maintenance Plan

Salt

29 Dawes Street, Kingston, ACT 2604

Scheme Number: 4435



COMPILED BY VON HARAMINA

**On 18 October 2023 for the
Period Commencing 1 January 2023
QIA Job Reference Number: 193748**

Professional Indemnity Insurance Policy Number 96 0968886 PLP
© QIA Group Pty Ltd

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QIA Group Pty Ltd
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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

29 Dawes Street, Kingston, ACT 2604

INSPECTION & DOCUMENTATION SUMMARY

The property was inspected on October 2023

The following items were supplied as part of the Developer's Maintenance Schedule:

- Not applicable

The following manuals, warranties, or other maintenance statements were supplied at the time of inspection or with the report request:

- Not applicable

BACKGROUND

The Unit Titles (Management) Act 2011 and associated regulations require the management of multi-unit residential properties. The unit title system provides the framework for the separate ownership and collective management of a building.

The common property of a Units Plan are the areas that exist outside of a lot and are used by, and belong jointly to, all the owners of the units within the Units Plan. The registered Units Plan documents will indicate what areas of the Units Plan are deemed common property. Each subdivision involves a number of individual property owners sharing in the decision making about management, maintenance and operation of common property and shared services. Units are generally broken into two categories of plans – Class A and Class B. Depending on which subdivision (A or B) your property belongs to may mean different responsibilities.

In a typical Class A Units Plans, the unit owner owns the inside of the unit but not the main structure of the building. Usually, the individual owner owns from the inside of their lot to halfway out through the boundary walls, ceiling, and the floor. In general, the owners corporation owns the walls, ceiling and floor from outside of the lot to halfway in. The internal walls within the unit (e.g. the wall between the kitchen and lounge room), floor coverings, light fittings and curtains are all the property of the unit owner.

In a typical Class B Units Plan the individual owner owns the main structure of their building - inside and out - and often owns land inside their front and backyard.

The owners corporation manages the common property on behalf of all unit owners and is responsible for the control, maintenance, management, and administration of the common property. Within multi-unit residential buildings, major assets components can vary widely and can include the building superstructure and its facade, hallway and shared spaces, lighting, pools/spas, gyms, gardens, shared water heating and car parking areas.

Ongoing building maintenance is the most cost-effective way to maintain the value of an asset and ensure the health and safety of the building's occupants. Neglecting building maintenance may result in extensive and avoidable damage. Neglect can also increase fire and safety hazards that could result in property owners being found legally liable for any injuries. A risk management strategy is a fundamental part of any maintenance program and it is a major determining factor in deciding whether preventative, scheduled or reactive maintenance programs are required to properly maintain common property facilities.

REPORT INFORMATION

This Maintenance Plan provides a schedule for the maintenance and inspection of plant, equipment and other capital items on the common property where the maintenance and inspection is reasonably required to avoid future damage to, or failure of, those items. It is predominantly designed to:

- Identify the items of plant & equipment, facilities and structures that require ongoing maintenance.
- Prioritise required maintenance and ensure, where applicable, that maintenance is carried out as required by any regulation, standard or warranty in the required timeframe
- Assist with the scheduling of General, Special and Sinking Fund Budget Items.

An on-site visual inspection by a suitably qualified professional was carried out and any maintenance schedules, warranties, manufacturer's recommendations, and specific product information that was provided to us has been referenced in our findings. Where further detailed information was not available or made available to us, the Spreadsheet that forms part of the report can be updated by Owners or Managers as this information becomes available or is produced over time. It is in fact an important component of the Maintenance Plan that the plan is updated on an ongoing basis in order to provide a current status of maintenance of the property at all times.

This Maintenance Plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. Where information in respect of any of these items was available at time of ordering, it has been incorporated into the report wherever possible. We recommend that a periodic survey be carried out by qualified building contractors to assess the building condition, if required. The inspection of the common property of the scheme is a cursory visual inspection only limited to those areas of the common property that are fully accessible and visible to the inspector from floor or ground level at the time of inspection. The primary purpose of the inspection is to determine the materials used in the construction of the building that need to be maintained, identify the plant and equipment in the common areas of the building and make a recommendation as to the timing of inspections and the repairs and replacements identified for restorative purposes only.

The report does not and cannot make comment upon the specific condition of specialist items and equipment such as gas fittings and supply systems, heritage listing conditions or requirements, fire protection fittings and systems, HVAC fittings and systems site drainage, electrical or data systems or wiring, building plumbing systems including sewerage, potable and stormwater pipe work and fittings, security concerns, detection and identification of illegal building work, and the durability of exposed finishes.

The inspector did not identify and assess safety hazards and did not carry out a risk assessment relating to any hazards upon the common property as part of this report. The report is not an Asbestos report and no assessment was made of asbestos products. The report is not Pool Safety or Window Safety report and no assessment was made as to the compliance or otherwise of any pool barrier or common property windows.

Items that have a long lifespan will require ongoing and regular inspections to ensure there is no evident deterioration and damage and may require intermittent repair, replacement to achieve their full life expectancy

AREAS NOT INSPECTED (Typical)

- Part or parts of the common property building interior that were not readily accessible.
- Part or parts of the building exterior were not readily accessible.
- Part or parts of the roof exterior that were not readily visible from ground or floor level or obstructed at the time of inspection because of exceeding height, vegetation, or neighbouring buildings.
- Part or parts of the Common Property plant and equipment where specialised knowledge or equipment is required to carry out the inspection, particularly in respect of its' operation.
- Part or parts of the retaining walls, fencing where not readily accessible or inaccessible or obstructed at the time of inspection because of on alignment, vegetation.













ACT MAINTENANCE PLAN

Salt - Plan No 4435 (Class A)

29 Dawes Street, Kingston, ACT 2604

Date of preparation of Initial Maintenance Plan - 18 October 2023



ITEMS				Anticipated Inspection / Maintenance Requirements					Anticipated Capital Expenditure (Repair, Upgrade, Replacement)																			
Location and Item Description	Item Detail	Identifier	Install Date	Inspection Type	Relevant Standard	Inspection Frequency	Date last Inspected/Maintained	Inspector	Estimated Overall life (years)	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037				
General Description of Asset or item to be maintained (NB Longterm assets may require regular inspection for deterioration even though replacement may be outside period of plan)	Manufacturer name, model or Capacity where known	Serial number or ID where known	Where known or assumed	Prestart, installation, or ongoing - Inspect only or Inspect & Maintain	Applicable Australian Standard, Regulation or Code where applicable	Required, likely, or anticipated frequency of inspection or maintenance	Date which last inspection, testing or repair was carried out	Company or person responsible for Inspection, testing or maintenance	Based on manufacturer recommendations or anticipated/expected life (where applicable)	Forecast date where major refurbishment or replacement may be required for each particular asset or capital item. Where a Sinking Fund has been prepared, table may represent forecast expenditure where appropriate																		
SUPERSTRUCTURE																												
Repaint buildings				Routine		Annually		OC	10					X										X				
Repaint balcony/verandah ceilings				Routine		Annually		OC	10					X										X				
Maintain window fixtures & fittings				Routine		Annually		OC	50			X				X						X						
Repaint door faces				Routine		Annually		OC	10					X										X				
Maintain screens/louvres/rails/frames				Routine		Annually		OC	40							X												
Maintain/replace external door/frames				Routine		Annually		OC	30									X										
Repair/maintain balustrade & handrail fixings				Routine/Safety		Annually		OC	35	X		X		X		X		X		X		X		X				
Repaint posts/columns				Routine		Annually		OC	10					X										X				
Maintain/replace areas of podium membrane (waterproofing)				Routine		Annually		OC	25								X				X							
Maintain balcony/verandah floor tiles				Routine/Safety		Annually		OC	40							X				X								
BASEMENT																												
Maintain/replace supply/extraction/inline fans	Allvent	AX11KC39P-6KAF		Inspect/Service		Annually		Licenced Contractor	25								X		X		X		X					
Service/replace HVAC monitor/variable driver	ABB	ACH550-01-023A-4+B055		Inspect/Service		Annually		Licenced Contractor	15								X											
Repaint line marking				Routine/Safety		Annually		OC	10					X										X				
Service/replace CO monitor/sensor replacement				Inspect/Service		Annually		Licenced Contractor	8						X								X					
Repaint door faces				Routine		Annually		OC	10					X										X				
Maintain/replace main garage door				Routine		Annually		OC	25															X				
Maintain/repair main garage door running gear				Inspect/Service		Annually		Licenced Contractor	15			X						X						X				
Service/replace garage door motor				Inspect/Service		Annually		Licenced Contractor	8			X							X									
Repaint/maintain bollards				Routine/Safety		Annually		OC	10					X										X				
Repair/replace storage enclosures				Routine		Annually		OC	35															X				
Service/replace stormwater pumps				Inspect/Service		Annually		Licenced Contractor	15				X					X					X					
Maintain/replace stormwater pump controller	Qmax			Inspect/Service		Annually	Jul-23	Licenced Contractor	20									X										
Clean/maintain pump pits & enclosures				Routine		Annually		OC	As required																			
DRIVEWAYS & PARKING																												
Maintain concrete driveway				Routine/Safety		Annually		OC	50									X				X						
Repaint/maintain bollards				Routine/Safety		Annually		OC	10					X										X				
Service/repair garbage bin enclosure roller shutter door				Inspect/Service		Annually		Licenced Contractor	30															X				
Maintain/replace speed hump				Routine/Safety		Annually		OC	20										X									
Pressure wash driveway, remove residue				Routine/Safety		Annually		OC	As required																			
EXTERNAL WORKS																												
Maintain common pipework						Annually		Licenced Plumber	Ad Hoc						X							X						
Maintenance of walkways				Routine/Safety		Annually		OC	50		X					X					X							
Pressure wash pathways, remove residue				Routine/Safety		Annually		OC	As required																			
FENCING																												
Repair/replace roof colourbond fencing				Routine		Annually		OC	35															X				
Repair/replace powder coated baluster fencing/gate				Routine		Annually		OC	35															X				
Repair/replace timber fencing				Routine		Annually		OC	25											X				X				
Maintain/repair masonry retaining walls				Routine/Safety		Annually		OC	50															X				



ACT MAINTENANCE PLAN

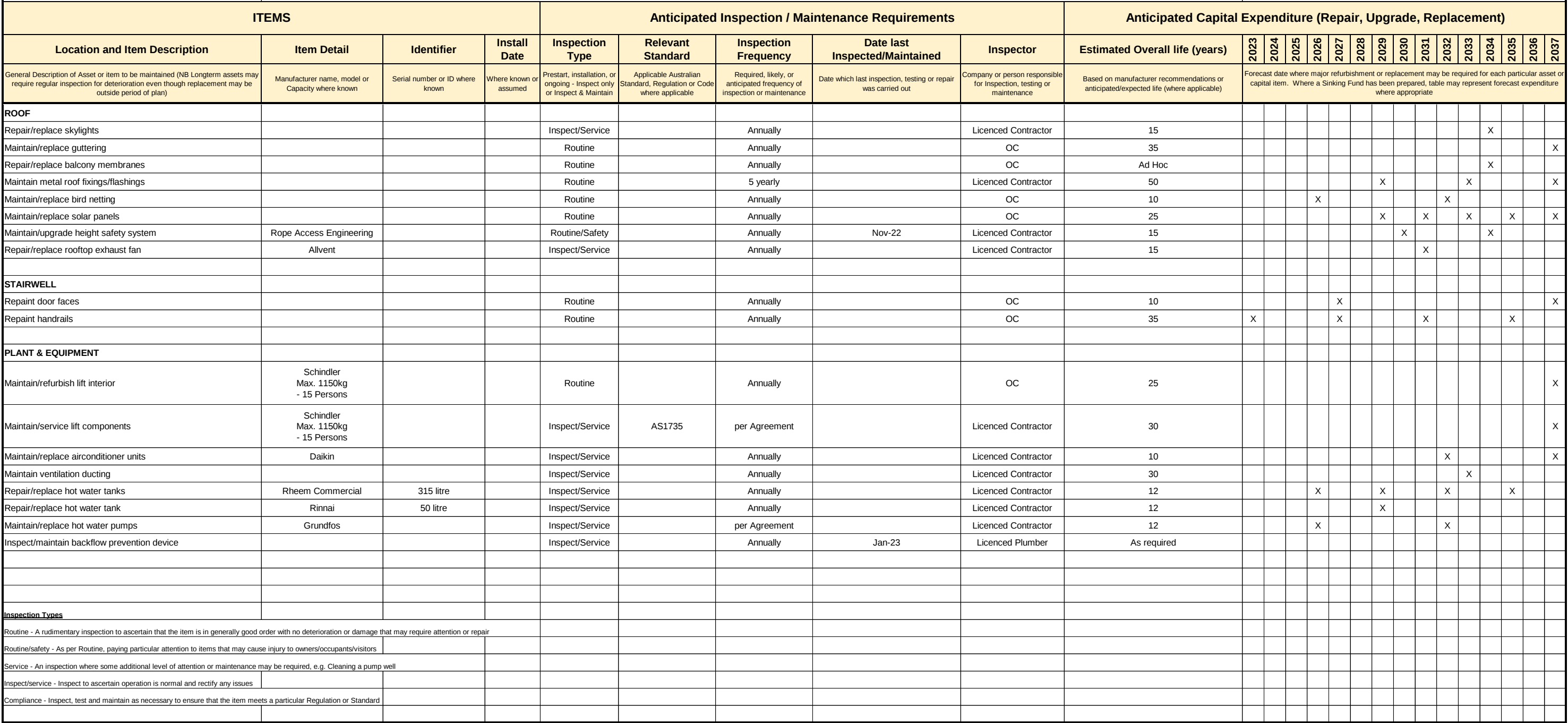
Salt - Plan No 4435 (Class A)

29 Dawes Street, Kingston, ACT 2604

Date of preparation of Initial Maintenance Plan - 18 October 2023



ITEMS				Anticipated Inspection / Maintenance Requirements					Anticipated Capital Expenditure (Repair, Upgrade, Replacement)																		
Location and Item Description	Item Detail	Identifier	Install Date	Inspection Type	Relevant Standard	Inspection Frequency	Date last Inspected/Maintained	Inspector	Estimated Overall life (years)	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037			
General Description of Asset or item to be maintained (NB Longterm assets may require regular inspection for deterioration even though replacement may be outside period of plan)	Manufacturer name, model or Capacity where known	Serial number or ID where known	Where known or assumed	Prestart, installation, or ongoing - Inspect only or Inspect & Maintain	Applicable Australian Standard, Regulation or Code where applicable	Required, likely, or anticipated frequency of inspection or maintenance	Date which last inspection, testing or repair was carried out	Company or person responsible for Inspection, testing or maintenance	Based on manufacturer recommendations or anticipated/expected life (where applicable)	Forecast date where major refurbishment or replacement may be required for each particular asset or capital item. Where a Sinking Fund has been prepared, table may represent forecast expenditure where appropriate																	
FURNITURE & FITTINGS																											
Maintain signage				Routine		Annually		OC	15						X							X					
Provision to replace mail boxes	Ryan			Routine		Annually		OC	25															X			
Repair/replace satellite/TV aerials				Routine		Annually		OC	15							X											
Ongoing replacement of common area lighting				Routine/Safety		Annually		OC	15		X			X			X			X			X				
Provision to upgrade card/touch swipe/tag readers	Inner Range			Inspect/Service		Annually		Licenced Contractor	12				X						X								
Repair/replace security cameras & peripherals				Inspect/Service		Annually		Licenced Contractor	8		X				X				X				X				
Repair/upgrade security headend equipment	Phillips, Vivotek	274E, ND9425P		Inspect/Service		Annually		Licenced Contractor	8			X								X							
Maintain/replace intercom systems, handsets & associated equipment	Bticino			Inspect/Service		Annually		Licenced Contractor	15						X			X			X			X			
Maintain/replace door closers	Novas			Routine		Annually		OC	20		X		X		X		X		X		X		X				
Maintain/replace door hardware				Routine		Annually		OC	20							X											
Inspect/Maintain Electrical Switchboard & RCDs				Compliance	AS/NZS 3000:2018	Biannually	Jan-23	Licenced Electrician	30																		
LANDSCAPING																											
Maintain irrigation system				Routine		Annually		OC	20			X								X							
Service/repair irrigation system controllers				Inspect/Service		Annually		Licenced Contractor	15			X								X							
Maintain/replace planter box membranes				Routine		Annually		OC	25								X						X				
Replace/refurbish garden mulch				Routine		Annually		OC	As required																		
AMENITIES																											
Maintain toilet/washroom				Routine/Safety		Annually		OC	40					X										X			
Repaint wall				Routine		Annually		OC	10					X										X			
Replace toilet & basin				Routine/Safety		Annually		OC	20															X			
FIRE PROTECTION SYSTEMS & EVACUATION																											
Maintain/service Fire Panel & associated detection equipment	Axis			Compliance	AS1851-2012	Monthly	Sep-23	Licenced Contractor	18												X			X			
Maintain fire hose reels				Compliance	AS1851-2012	6 monthly	May-23	Licenced Contractor	20									X		X		X		X			
Maintain/replace portable fire extinguishers				Compliance	AS1851-2012	6 monthly	Jun-23	Licenced Contractor	5					X					X					X			
Maintain/replace fire hydrant valve assemblies & seals				Compliance	AS1851-2012	6 Monthly	Aug-23	Licenced Contractor	15					X					X					X			
Maintain/replace emergency & exit lighting				Compliance	AS2293.2-1995	6 monthly		Licenced Contractor	10		X	X	X	X	X	X	X	X	X	X	X	X	X	X			
Inspect/maintain fire separating services - Doors, windows, shutters, smoke doors, curtains				Compliance	AS1851-2012	6mthly - Annually	Aug-23	Licenced Contractor	20															X			
Review travel paths and exits				Compliance	AS1851-2012	3 monthly		OC																			
LOBBIES																											
Repaint walls				Routine		Annually		OC	10					X										X			
Repaint ceiling				Routine		Annually		OC	10					X										X			
Repair/replace carpet				Routine/Safety		Annually		OC	12							X											
Repaint door faces				Routine		Annually		OC	10					X										X			
Maintain floor tiles				Routine/Safety		Annually		OC	40						X			X			X			X			



Sinking Fund Plan

Salt

29 Dawes Street, Kingston, ACT 2604

Scheme Number: 4435



COMPILED BY VON HARAMINA

**On 18 October 2023 for the
15 Years Commencing: 1 July 2023
QIA Job Reference Number: 193749**

Professional Indemnity Insurance Policy Number 1411189338 PLP
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REPORT TABLE OF CONTENTS

INTRODUCTION	- 3 -
LOCATION.....	- 3 -
REPORT SUMMARY	- 3 -
METHODOLOGY	- 4 -
SINKING FUND FINANCIAL SUMMARY	- 6 -
SINKING FUND FORECAST MOVEMENT	- 7 -
SUMMARY OF ANNUAL FORECAST EXPENDITURE	- 8 -
ITEMISED EXPENDITURE BY YEAR	- 22 -
ITEMISED ACCRUALS BY YEAR.....	- 27 -
REPORT INFORMATION.....	- 32 -
AREAS NOT INSPECTED	- 32 -

INTRODUCTION

We have estimated that the Sinking Fund Levies as proposed in this report will be adequate to accumulate sufficient funds to meet anticipated long term costs, with essentially only an adjustment for inflation being required.

LOCATION

29 Dawes Street, Kingston, ACT 2604

REPORT SUMMARY

We have estimated that the Sinking Fund Levies as proposed in this report will be adequate to accumulate sufficient funds to meet anticipated long term costs, with essentially only an adjustment for inflation being required.

We recommend that the Sinking Fund Report be regularly updated to ensure that an accurate assessment of how the scheme land, building and facilities are aging and to incorporate into the Report any major changes brought about by legislation, or pricing.

The Sinking Fund Levy per entitlement already set (GST incl) is:	\$76.83
Number of Lot/Unit Entitlements:	1000
Opening Balance:	\$153,740.00
The proposed Sinking Fund Levy per entitlement (GST incl) is:	\$90.65

METHODOLOGY

The nominal forecast period of this report is 15 years and the costs anticipated during each of the years are detailed line by line on a yearly basis. The nominal time frame of the Report is to a large extent driven by the fact that many elements in a building's structure have a life beyond 15 years. Therefore an amount has been taken up for each item that would require replacement or substantial repair outside of the 15 year forecast period to account for these anticipated expenses. The basis for the accrual of these funds is that Owners use or consume the common property during their period of ownership and so are responsible for funding their eventual replacement. The manner in which the land, buildings and facilities actually age cannot be accurately determined without regular inspections which take into account the size, location and use of the scheme.

The report will generally categorise costs as follows:

1. Costs that occur in a predictable timeframe, in one tranche or as one project and within the 15 years forecast – a typical example of this kind of cost may be external painting or external door replacement. These items are generally described as straight costs e.g. repaint building or replace door.
2. Costs that occur in a predictable timeframe, in several tranches within the 15 years forecast – a typical example of this kind of cost may be boundary fence replacement, light fitting replacements or tree removal/lopping. These costs are generally described as an ongoing or partial replacement or provision cost.
3. Costs that occur in a predictable timeframe in one tranche or multiple tranches but will be outside the 15 years forecast – a typical example of this would be driveway resurfacing, gutter or downpipe replacements. These costs will only appear as annual accruals in the **Itemised Accruals by Year** section of the report, or may appear as a “partial” provision if there is a need for some allowance in the duration of the report.
4. Costs that are not predictable and may occur in one tranche or multiple tranches – a typical example of this cost is a burst water pipe. These costs are generally shown in the report as a repairs and replacement cost or an allowance.

The levy income has been determined by forecasting the expenditure requirement to replace or renew assets or finishes that have an effective life and making an allowance for items that do not have a finite lifespan. The levy income is initially increased each year by a variable inflationary factor to smooth the effects of major cost fluctuations given the initial fund balance and income.

No allowance has been made for interest receivable on the Sinking Fund Account, possible bank charges or tax obligations arising from bank interest.

Future replacement costs have been calculated by assessing the current replacement cost for each item to a standard the same or better than the original. These anticipated costs are increased each year at a rate of 5.0% per annum, this rate is reflective of building price indices which are historically higher than the general inflation rate. A contingency of 10.0% per annum has been applied to anticipated costs and it is applied to each individual cost in the year the cost (e.g. painting) is expected to occur (e.g. 2035), the contingency rate is not an annual compounding cost.

The effective life for each item identified is based on its material effective life, therefore no consideration has been made for the economic life of plant, equipment, finishes or upgrades.

We have included a line item called Capital Replacement – General which is a yearly provision for unforeseen and/or unknown capital costs and expenses. This provision will allow Owners to expend funds on items which are not specifically allowed for, without the need to call an Extraordinary General Meeting to raise a special levy to pay for those otherwise unspecified items.

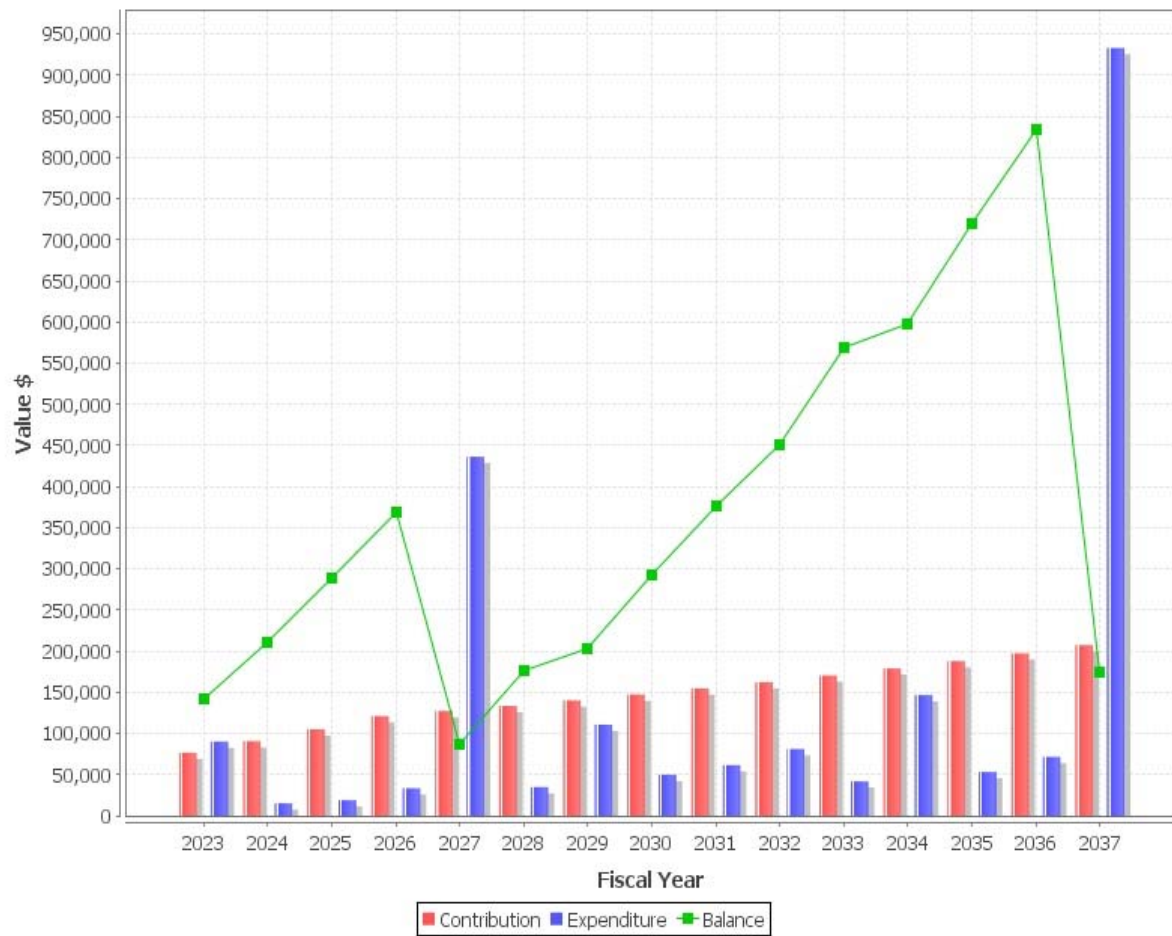
If the amounts provided for are not expended in any one year they will be accumulated to meet expenditures in future years although it has been our experience that some form of capital expenditure occurs every year and not all of it is accounted for via the specific line items in our report.

An allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST has been applied to the levies and expenses proposed in this report – input tax credits have been accounted for and are shown in the ***Financial Summary Table*** in this report.

This report assumes that all plant and equipment will be maintained under comprehensive maintenance agreements. Expenditure incurred for maintenance agreements is taken to be covered within the Administrative Fund Budget, as are any smaller items that would be considered routine replacement items.

SINKING FUND FINANCIAL SUMMARY

Year		Opening Balance	Income							Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A. Ex GST	GST	Contribution Total P.A. Incl GST	Contribution per Entitlement Ex GST	GST	Contribution per Entitlement Inc GST	Input Tax Credits	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	01/07/2023	\$153,740	\$69,841	\$6,984	\$76,825	\$69.84	\$6.98	\$76.83	\$8,218	\$90,400	\$141,400
2	01/07/2024	\$141,400	\$82,413	\$8,241	\$90,654	\$82.41	\$8.24	\$90.65	\$1,377	\$15,147	\$210,043
3	01/07/2025	\$210,043	\$95,625	\$9,562	\$105,187	\$95.62	\$9.56	\$105.19	\$1,739	\$19,130	\$288,276
4	01/07/2026	\$288,276	\$110,269	\$11,027	\$121,296	\$110.27	\$11.03	\$121.30	\$3,047	\$33,516	\$368,077
5	01/07/2027	\$368,077	\$115,783	\$11,578	\$127,361	\$115.78	\$11.58	\$127.36	\$39,670	\$436,373	\$87,156
6	01/07/2028	\$87,156	\$121,572	\$12,157	\$133,729	\$121.57	\$12.16	\$133.73	\$3,175	\$34,923	\$176,980
7	01/07/2029	\$176,980	\$127,650	\$12,765	\$140,415	\$127.65	\$12.77	\$140.42	\$10,065	\$110,717	\$203,978
8	01/07/2030	\$203,978	\$134,033	\$13,403	\$147,436	\$134.03	\$13.40	\$147.44	\$4,540	\$49,945	\$292,607
9	01/07/2031	\$292,607	\$140,734	\$14,073	\$154,808	\$140.73	\$14.07	\$154.81	\$5,611	\$61,723	\$377,230
10	01/07/2032	\$377,230	\$147,771	\$14,777	\$162,548	\$147.77	\$14.78	\$162.55	\$7,384	\$81,225	\$451,160
11	01/07/2033	\$451,160	\$155,160	\$15,516	\$170,676	\$155.16	\$15.52	\$170.68	\$3,815	\$41,962	\$568,173
12	01/07/2034	\$568,173	\$162,918	\$16,292	\$179,209	\$162.92	\$16.29	\$179.21	\$13,329	\$146,621	\$597,799
13	01/07/2035	\$597,799	\$171,064	\$17,106	\$188,170	\$171.06	\$17.11	\$188.17	\$4,852	\$53,372	\$720,343
14	01/07/2036	\$720,343	\$179,617	\$17,962	\$197,578	\$179.62	\$17.96	\$197.58	\$6,519	\$71,709	\$834,769
15	01/07/2037	\$834,769	\$188,598	\$18,860	\$207,457	\$188.60	\$18.86	\$207.46	\$84,822	\$933,042	\$175,147

SINKING FUND FORECAST MOVEMENT

SUMMARY OF ANNUAL FORECAST EXPENDITURE

July 2023		Expense Inc GST
MISCELLANEOUS		
- Provision for expended/planned expenditure for the financial year 2023-2024		\$90,400
<u>Total Forecast Expenditure for year - July 2023 (Inc GST):</u>		<u>\$90,400</u>
Includes GST amount of :		\$8,218
July 2024		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$7,004
EXTERNAL WORKS		
- Ongoing partial maintenance of walkways		\$2,101
FURNITURE & FITTINGS		
- Ongoing partial replacement of exterior lighting		\$879
- Provision to upgrade security cameras		\$2,456
- Provision to replace door closers		\$815
FIRE PROTECTION SYSTEMS		
- Install/replace sensors/exit/emergency lighting		\$1,892
<u>Total Forecast Expenditure for year - July 2024 (Inc GST):</u>		<u>\$15,147</u>
Includes GST amount of :		\$1,377
July 2025		Expense Inc GST
SUPERSTRUCTURE		
- Replace window fixtures and fittings		\$1,693
- Provision to replace balustrade/handrail fixings		\$2,283
- Capital Replacement - General		\$7,354

BASEMENT

- Maintain/repair main garage door running gear \$555
- Replace main garage door motor \$1,757

FURNITURE & FITTINGS

- Provision to upgrade video/PVR \$318
- Provision to upgrade security system monitor \$191

LANDSCAPING

- Service/repair irrigation system controllers \$2,992

FIRE PROTECTION SYSTEMS

- Install/replace sensors/exit/emergency lighting \$1,986

Total Forecast Expenditure for year - July 2025 (Inc GST): \$19,130

Includes GST amount of : \$1,739

July 2026

Expense
Inc GST

SUPERSTRUCTURE

- Capital Replacement - General \$7,722

BASEMENT

- Replace stormwater pumps \$7,381

FURNITURE & FITTINGS

- Provision to upgrade card/touch swipe/tag readers \$1,939
- Provision to replace door closers \$899

FIRE PROTECTION SYSTEMS

- Install/replace sensors/exit/emergency lighting \$2,086

ROOF

- Maintain/replace bird netting \$4,280

PLANT & EQUIPMENT

- Provision to maintain/replace hot water system tanks in 15 years 20% of total	\$6,846
- Replace hot water system pumps	\$2,365
<u>Total Forecast Expenditure for year - July 2026 (Inc GST):</u>	<u>\$33,516</u>
Includes GST amount of :	\$3,047

July 2027Expense
Inc GST**SUPERSTRUCTURE**

- Repaint buildings	\$194,722
- Repaint balcony/verandah ceilings	\$43,554
- Scaffold/access equip allowance	\$53,973
- Repaint door face	\$5,413
- Provision to replace balustrade/handrail fixings	\$2,517
- Repaint posts/columns	\$814
- Capital Replacement - General	\$8,108

BASEMENT

- Repaint line marking	\$3,768
- Repaint door face	\$758
- Repaint bollards	\$1,579

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$1,018
--	---------

AMENITIES

- Maintain toilet/washroom	\$386
----------------------------	-------

FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$6,486
- Provision to replace hydrant valve assemblies & seals	\$7,216
- Install/replace sensors/exit/emergency lighting	\$2,190

LOBBIES

- Repaint walls	\$63,283
- Repaint ceiling	\$25,315
- Repaint door face	\$10,908

STAIRWELL

- Repaint door face	\$4,363
---------------------	---------

Total Forecast Expenditure for year - July 2027 (Inc GST): \$436,373

Includes GST amount of : \$39,670

July 2028

Expense
Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$8,513
---------------------------------	---------

BASEMENT

- Provision for CO monitor/sensor replacement	\$2,432
---	---------

EXTERNAL WORKS

- Maintain common pipework	\$4,657
----------------------------	---------

FURNITURE & FITTINGS

- Maintain signage	\$1,238
- Provision to upgrade security cameras	\$2,985
- Provision to upgrade intercom systems, handsets & associated equipment progressively	\$9,486
- Provision to replace door closers	\$991

FIRE PROTECTION SYSTEMS

- Install/replace sensors/exit/emergency lighting	\$2,300
---	---------

LOBBIES

- Maintain floor tiles	\$2,322
------------------------	---------

Total Forecast Expenditure for year - July 2028 (Inc GST): \$34,923

Includes GST amount of : \$3,175

July 2029	Expense Inc GST
SUPERSTRUCTURE	
- Provision to replace balustrade/handrail fixings	\$2,775
- Maintain balcony/verandah floor tiles	\$4,377
- Capital Replacement - General	\$8,939
EXTERNAL WORKS	
- Ongoing partial maintenance of walkways	\$2,682
FURNITURE & FITTINGS	
- Maintain/replace satellite/TV aerials & associated equipment	\$1,973
- Provision to replace door hardware	\$1,189
FIRE PROTECTION SYSTEMS	
- Install/replace sensors/exit/emergency lighting	\$2,415
LOBBIES	
- Replace carpet/floor coverings	\$70,580
ROOF	
- Provision to maintain roof fixtures and flashings	\$4,643
- Provision to replace solar panels & associated equipment in 15 years 20% of total	\$3,219
PLANT & EQUIPMENT	
- Provision to maintain/replace hot water system tanks in 15 years 20% of total	\$7,925
<u>Total Forecast Expenditure for year - July 2029 (Inc GST):</u>	<u>\$110,717</u>
Includes GST amount of :	\$10,065

July 2030		Expense Inc GST
SUPERSTRUCTURE		
- Replace window fixtures and fittings		\$2,160
- Maintain screens/louvres/rails/frames		\$2,194
- Replace podium slab membrane		\$9,329
- Capital Replacement - General		\$9,386
BASEMENT		
- Replace exhaust/supply fans/HVAC monitor/variable driver		\$12,482
FURNITURE & FITTINGS		
- Ongoing partial replacement of exterior lighting		\$1,178
- Provision to replace door closers		\$1,092
LANDSCAPING		
- Replace planter box membrane		\$6,663
FIRE PROTECTION SYSTEMS		
- Install/replace sensors/exit/emergency lighting		\$2,535
ROOF		
- Maintain/upgrade height safety system		\$2,925
<u>Total Forecast Expenditure for year - July 2030 (Inc GST):</u>		<u>\$49,945</u>
Includes GST amount of :		\$4,540

July 2031		Expense Inc GST
SUPERSTRUCTURE		
- Provision to replace balustrade/handrail fixings		\$3,059
- Capital Replacement - General		\$9,855
BASEMENT		
- Maintain/repair main garage door running gear		\$743
- Replace stormwater pumps		\$9,420

DRIVEWAYS & PARKING

- Maintain driveway 3% of total	\$4,802
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FURNITURE & FITTINGS

- Provision to upgrade intercom systems, handsets & associated equipment progressively	\$10,981
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FIRE PROTECTION SYSTEMS

- Provision to replace fire hose reels	\$960
- Install/replace sensors/exit/emergency lighting	\$2,662

LOBBIES

- Maintain floor tiles	\$2,688
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ROOF

- Provision to replace solar panels & associated equipment in 15 years 20% of total	\$3,549
- Provision to replace rooftop exhaust fan/ducting	\$13,003

<u>Total Forecast Expenditure for year - July 2031 (Inc GST):</u>	<u>\$61,723</u>
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Includes GST amount of :	\$5,611
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July 2032	Expense
	Inc GST

SUPERSTRUCTURE

- Replace external door/frame	\$4,515
- Capital Replacement - General	\$10,348

BASEMENT

- Replace exhaust/supply fans/HVAC monitor/variable driver	\$13,761
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FURNITURE & FITTINGS

- Provision to upgrade card/touch swipe/tag readers	\$2,598
- Provision to upgrade security cameras	\$3,628
- Provision to replace door closers	\$1,204

FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$8,278
- Provision to replace hydrant valve assemblies & seals	\$9,210
- Install/replace sensors/exit/emergency lighting	\$2,795

ROOF

- Maintain/replace bird netting	\$5,736
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PLANT & EQUIPMENT

- Maintain/replace airconditioner units	\$6,809
- Provision to maintain/replace hot water system tanks in 15 years 20% of total	\$9,174
- Replace hot water system pumps	\$3,169

Total Forecast Expenditure for year - July 2032 (Inc GST): **\$81,225**

Includes GST amount of : **\$7,384**

July 2033	Expense Inc GST
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SUPERSTRUCTURE

- Provision to replace balustrade/handrail fixings	\$3,373
- Capital Replacement - General	\$10,865

BASEMENT

- Replace main garage door motor	\$2,596
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FENCING

- Replace timber fencing in 15 years	\$1,314
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FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$1,364
- Provision to upgrade video/PVR	\$470
- Provision to upgrade security system monitor	\$282

LANDSCAPING

- Service/repair irrigation system controllers	\$4,421
--	---------

FIRE PROTECTION SYSTEMS

- Provision to replace fire hose reels \$1,058
- Install/replace sensors/exit/emergency lighting \$2,935

ROOF

- Provision to maintain roof fixtures and flashings \$5,644
- Provision to replace solar panels & associated equipment in 15 years 20% of total \$3,913

PLANT & EQUIPMENT

- Maintain/replace inline fan/ventilation ducting \$3,725

Total Forecast Expenditure for year - July 2033 (Inc GST): \$41,962

Includes GST amount of : \$3,815

July 2034

Expense
Inc GST

SUPERSTRUCTURE

- Replace external door/frame \$4,978
- Replace podium slab membrane \$11,339
- Maintain balcony/verandah floor tiles \$5,587
- Capital Replacement - General \$11,408

BASEMENT

- Replace exhaust/supply fans/HVAC monitor/variable driver \$15,171

EXTERNAL WORKS

- Ongoing partial maintenance of walkways \$3,422

FENCING

- Replace timber fencing in 15 years \$1,380

FURNITURE & FITTINGS

- Provision to upgrade intercom systems, handsets & associated equipment progressively \$12,712
- Provision to replace door closers \$1,327

FIRE PROTECTION SYSTEMS

- Provision to upgrade Fire Panel & associated detection equipment	\$56,843
- Install/replace sensors/exit/emergency lighting	\$3,082

LOBBIES

- Maintain floor tiles	\$3,111
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ROOF

- Maintain/replace skylights	\$3,308
- Provision partial balcony membrane replacement	\$9,396
- Maintain/upgrade height safety system	\$3,556

Total Forecast Expenditure for year - July 2034 (Inc GST): **\$146,621**

Includes GST amount of : **\$13,329**

July 2035

Expense
Inc GST

SUPERSTRUCTURE

- Replace window fixtures and fittings	\$2,757
- Provision to replace balustrade/handrail fixings	\$3,719
- Capital Replacement - General	\$11,979

DRIVEWAYS & PARKING

- Maintain driveway 3% of total	\$5,837
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EXTERNAL WORKS

- Maintain common pipework	\$6,552
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FENCING

- Replace timber fencing in 15 years	\$1,449
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FURNITURE & FITTINGS

- Maintain signage	\$1,742
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FIRE PROTECTION SYSTEMS

- Provision to replace fire hose reels	\$1,167
- Install/replace sensors/exit/emergency lighting	\$3,236

ROOF

- Provision to replace solar panels & associated equipment in 15 years 20% of total	\$4,314
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PLANT & EQUIPMENT

- Provision to maintain/replace hot water system tanks in 15 years 20% of total	\$10,620
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Total Forecast Expenditure for year - July 2035 (Inc GST): **\$53,372**

Includes GST amount of : **\$4,852**

July 2036

Expense
Inc GST

SUPERSTRUCTURE

- Replace external door/frame	\$5,488
- Capital Replacement - General	\$12,578

BASEMENT

- Replace exhaust/supply fans/HVAC monitor/variable driver	\$16,726
- Provision for CO monitor/sensor replacement	\$3,594
- Replace stormwater pumps	\$12,022

FENCING

- Replace timber fencing in 15 years	\$1,521
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FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$1,579
- Provision to upgrade security cameras	\$4,410
- Provision to replace door closers	\$1,464

LANDSCAPING

- Replace planter box membrane	\$8,929
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FIRE PROTECTION SYSTEMS

- Install/replace sensors/exit/emergency lighting	\$3,398
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<u>Total Forecast Expenditure for year - July 2036 (Inc GST):</u>	<u>\$71,709</u>
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Includes GST amount of :	\$6,519
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July 2037

Expense
Inc GST

SUPERSTRUCTURE

- Repaint buildings	\$317,182
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- Repaint balcony/verandah ceilings	\$70,945
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- Scaffold/access equip allowance	\$87,917
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- Repaint door face	\$8,818
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- Provision to replace balustrade/handrail fixings	\$4,100
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- Repaint posts/columns	\$1,326
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- Capital Replacement - General	\$13,206
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BASEMENT

- Repaint line marking	\$6,137
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- Repaint door face	\$1,235
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- Provision to replace main garage door in 20 years (partial accrual) 20%	\$2,044
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- Maintain/repair main garage door running gear	\$996
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- Repaint bollards	\$2,573
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FENCING

- Provision to replace roof colorbond fencing in 31 years (partial accrual) 20%	\$4,340
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- Replace powder coated baluster fencing/gate in 20 years (partial accrual) 20%	\$6,227
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- Replace timber fencing in 15 years	\$1,597
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- Provision to maintain retaining wall	\$5,680
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FURNITURE & FITTINGS

- Provision to replace mail boxes in 20 years (partial accrual) 20%	\$5,840
- Provision to upgrade intercom systems, handsets & associated equipment progressively	\$14,716

AMENITIES

- Maintain toilet/washroom	\$629
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FIRE PROTECTION SYSTEMS

- Provision to upgrade Fire Panel & associated detection equipment	\$65,803
- Provision to replace fire hose reels	\$1,286
- Provision to replace portable fire extinguishers	\$10,565
- Provision to replace hydrant valve assemblies & seals	\$11,754
- Install/replace sensors/exit/emergency lighting	\$3,567

LOBBIES

- Repaint walls	\$103,081
- Repaint ceiling	\$41,236
- Repaint door face	\$17,769
- Maintain floor tiles	\$3,602

ROOF

- Provision to replace guttering in 27 years (partial accrual) 25%	\$6,842
- Provision to maintain roof fixtures and flashings	\$6,860
- Provision to replace solar panels & associated equipment in 15 years 20% of total	\$4,757

STAIRWELL

- Repaint door face	\$7,107
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PLANT & EQUIPMENT

- Refurbish lift interior in 20 years (partial accrual) 20%	\$4,574
- Allowance for mechanical upgrade of lift 24 years (partial accrual) 25%	\$80,039
- Maintain/replace airconditioner units	\$8,690
<u>Total Forecast Expenditure for year - July 2037 (Inc GST):</u>	<u>\$933,042</u>
Includes GST amount of :	\$84,822

ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
MISCELLANEOUS																		
- Provision for expended/planned expenditure for the financial year 2023-2024	\$78,268	2023	0	90400														
SUPERSTRUCTURE																		
- Repaint buildings	\$138,700	2027	10					194722										317182
- Repaint balcony/verandah ceilings	\$31,023	2027	10					43554										70945
- Replace window fixtures and fittings	\$1,329	2025	5			1693					2160					2757		
- Scaffold/access equip allowance	\$38,445	2027	10					53973										87917
- Repaint door face	\$3,856	2027	10					5413										8818
- Maintain screens/louvres/rails/frames	\$1,350	2030	12								2194							
- Replace external door/frame	\$2,520	2032	2										4515		4978		5488	
- Provision to replace balustrade/handrail fixings	\$1,793	2025	2			2283		2517		2775		3059		3373		3719		4100
- Repaint posts/columns	\$580	2027	10					814										1326
- Replace podium slab membrane	\$5,740	2030	4								9329				11339			
- Maintain balcony/verandah floor tiles	\$2,828	2029	5							4377					5587			
- Capital Replacement - General	\$5,775	2024	1		7004	7354	7722	8108	8513	8939	9386	9855	10348	10865	11408	11979	12578	13206

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
BASEMENT																		
- Replace exhaust/supply fans/HVAC monitor/variable driver	\$7,680	2030	2								12482		13761		15171		16726	
- Repaint line marking	\$2,684	2027	10					3768										6137
- Provision for CO monitor/sensor replacement	\$1,650	2028	8						2432								3594	
- Repaint door face	\$540	2027	10					758										1235
- Provision to replace main garage door in 20 years (partial accrual) 20%	\$894	2037	1															2044
- Maintain/repair main garage door running gear	\$436	2025	6			555						743						996
- Replace main garage door motor	\$1,380	2025	8			1757								2596				
- Replace stormwater pumps	\$5,520	2026	5				7381					9420					12022	
- Repaint bollards	\$1,125	2027	10					1579										2573
DRIVEWAYS & PARKING																		
- Maintain driveway 3% of total	\$2,814	2031	4									4802				5837		
EXTERNAL WORKS																		
- Maintain common pipework	\$3,159	2028	7						4657							6552		
- Ongoing partial maintenance of walkways	\$1,732	2024	5		2101					2682					3422			
FENCING																		
- Provision to replace roof colorbond fencing in 31 years (partial accrual) 20%	\$1,898	2037	4															4340
- Replace powder coated baluster fencing/gate in 20 years (partial accrual) 20%	\$2,723	2037	1															6227
- Replace timber fencing in 15 years	\$698	2033	1											1314	1380	1449	1521	1597
- Provision to maintain retaining wall	\$2,484	2037	5															5680

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
FURNITURE & FITTINGS																		
- Maintain signage	\$840	2028	7						1238							1742		
- Provision to replace mail boxes in 20 years (partial accrual) 20%	\$2,554	2037	1															5840
- Maintain/replace satellite/TV aerials & associated equipment	\$1,275	2029	12							1973								
- Ongoing partial replacement of exterior lighting	\$725	2024	3		879			1018			1178			1364			1579	
- Provision to upgrade card/touch swipe/tag readers	\$1,450	2026	6				1939						2598					
- Provision to upgrade security cameras	\$2,025	2024	4		2456				2985				3628				4410	
- Provision to upgrade video/PVR	\$250	2025	8			318								470				
- Provision to upgrade security system monitor	\$150	2025	8			191								282				
- Provision to upgrade intercom systems, handsets & associated equipment progressively	\$6,435	2028	3						9486			10981			12712			14716
- Provision to replace door closers	\$672	2024	2		815		899		991		1092		1204		1327		1464	
- Provision to replace door hardware	\$768	2029	12							1189								
LANDSCAPING																		
- Service/repair irrigation system controllers	\$2,350	2025	8			2992								4421				
- Replace planter box membrane	\$4,100	2030	6								6663						8929	
AMENITIES																		
- Maintain toilet/washroom	\$275	2027	10					386										629

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
FIRE PROTECTION SYSTEMS																		
- Provision to upgrade Fire Panel & associated detection equipment	\$28,775	2034	3												56843			65803
- Provision to replace fire hose reels	\$562	2031	2									960		1058		1167		1286
- Provision to replace portable fire extinguishers	\$4,620	2027	5					6486					8278					10565
- Provision to replace hydrant valve assemblies & seals	\$5,140	2027	5					7216					9210					11754
- Install/replace sensors/exit/emergency lighting	\$1,560	2024	1		1892	1986	2086	2190	2300	2415	2535	2662	2795	2935	3082	3236	3398	3567
LOBBIES																		
- Repaint walls	\$45,076	2027	10					63283										103081
- Repaint ceiling	\$18,032	2027	10					25315										41236
- Replace carpet/floor coverings	\$45,600	2029	12							70580								
- Repaint door face	\$7,770	2027	10					10908										17769
- Maintain floor tiles	\$1,575	2028	3						2322			2688			3111			3602
ROOF																		
- Maintain/replace skylights	\$1,675	2034	5												3308			
- Provision to replace guttering in 27 years (partial accrual) 25%	\$2,992	2037	4															6842
- Provision partial balcony membrane replacement	\$4,756	2034	5												9396			
- Provision to maintain roof fixtures and flashings	\$3,000	2029	4							4643				5644				6860
- Maintain/replace bird netting	\$3,201	2026	6				4280						5736					
- Provision to replace solar panels & associated equipment in 15 years 20% of total	\$2,080	2029	2							3219		3549		3913		4314		4757
- Maintain/upgrade height safety system	\$1,800	2030	4								2925				3556			
- Provision to replace rooftop exhaust fan/ducting	\$7,620	2031	15									13003						

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
STAIRWELL																		
- Repaint door face	\$3,108	2027	10					4363										7107
PLANT & EQUIPMENT																		
- Refurbish lift interior in 20 years (partial accrual) 20%	\$2,000	2037	1															4574
- Allowance for mechanical upgrade of lift 24 years (partial accrual) 25%	\$35,000	2037	3															80039
- Maintain/replace airconditioner units	\$3,800	2032	5										6809					8690
- Maintain/replace inline fan/ventilation ducting	\$1,980	2033	15											3725				
- Provision to maintain/replace hot water system tanks in 15 years 20% of total	\$5,120	2026	3				6846			7925			9174			10620		
- Replace hot water system pumps	\$1,769	2026	6				2365						3169					
Total				90400	15147	19130	33516	436373	34923	110717	49945	61723	81225	41962	146621	53372	71709	933042
Includes GST amount of				8218	1377	1739	3047	39670	3175	10065	4540	5611	7384	3815	13329	4852	6519	84822

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
MISCELLANEOUS																		
- Provision for expended/planned expenditure for the financial year 2023-2024	\$78,268	2023	0	90400	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SUPERSTRUCTURE																		
- Repaint buildings	\$138,700	2027	10	35240	72242	111093	151888	194722	25217	51696	79498	108690	139342	171527	205320	240804	278062	317182
- Repaint balcony/verandah ceilings	\$31,023	2027	10	7882	16158	24849	33973	43554	5640	11563	17782	24311	31167	38366	45925	53861	62195	70945
- Replace window fixtures and fittings	\$1,329	2025	5	537	1101	1693	391	801	1232	1685	2160	499	1023	1573	2151	2757	0	0
- Scaffold/access equip allowance	\$38,445	2027	10	9768	20024	30793	42100	53973	6990	14329	22035	30127	38623	47544	56911	66746	77074	87917
- Repaint door face	\$3,856	2027	10	980	2008	3088	4222	5413	701	1437	2210	3022	3874	4769	5708	6695	7730	8818
- Maintain screens/louvres/rails/frames	\$1,350	2030	12	230	471	724	990	1270	1563	1871	2194	248	507	780	1067	1368	1684	2015
- Replace external door/frame	\$2,520	2032	2	359	736	1132	1547	1983	2442	2923	3428	3958	4515	2428	4978	2677	5488	2951
- Provision to replace balustrade/handrail fixings	\$1,793	2025	2	724	1485	2283	1228	2517	1354	2775	1492	3059	1645	3373	1814	3719	2000	4100
- Repaint posts/columns	\$580	2027	10	147	302	464	635	814	105	216	332	454	583	717	858	1007	1162	1326
- Replace podium slab membrane	\$5,740	2030	4	977	2003	3080	4211	5398	6645	7954	9329	2631	5393	8294	11339	3198	6555	10080
- Maintain balcony/verandah floor tiles	\$2,828	2029	5	538	1102	1695	2317	2970	3657	4377	1011	2073	3188	4358	5587	1290	2645	4068
- Capital Replacement - General	\$5,775	2024	1	3417	7004	7354	7722	8108	8513	8939	9386	9855	10348	10865	11408	11979	12578	13206

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
BASEMENT																		
- Replace exhaust/supply fans/HVAC monitor/variable driver	\$7,680	2030	2	1307	2680	4121	5634	7223	8891	10643	12482	6713	13761	7400	15171	8159	16726	8995
- Repaint line marking	\$2,684	2027	10	682	1398	2150	2939	3768	488	1000	1538	2103	2696	3319	3973	4659	5380	6137
- Provision for CO monitor/sensor replacement	\$1,650	2028	8	358	733	1127	1541	1976	2432	376	772	1187	1622	2080	2560	3064	3594	556
- Repaint door face	\$540	2027	10	137	281	432	591	758	98	201	310	423	543	668	799	938	1083	1235
- Provision to replace main garage door in 20 years (partial accrual) 20%	\$894	2037	1	95	194	299	408	523	644	771	905	1044	1191	1346	1508	1678	1856	2044
- Maintain/repair main garage door running gear	\$436	2025	6	176	361	555	109	224	344	471	604	743	146	300	462	631	809	996
- Replace main garage door motor	\$1,380	2025	8	557	1143	1757	272	557	857	1172	1502	1849	2213	2596	402	823	1266	1731
- Replace stormwater pumps	\$5,520	2026	5	1712	3511	5399	7381	1705	3495	5374	7348	9420	2176	4460	6859	9377	12022	2777
- Repaint bollards	\$1,125	2027	10	286	586	901	1232	1579	205	419	645	882	1130	1391	1666	1953	2256	2573
DRIVEWAYS & PARKING																		
- Maintain driveway 3% of total	\$2,814	2031	4	435	893	1373	1877	2406	2962	3546	4159	4802	1354	2776	4269	5837	1646	3374
- Replace bin enclosure roller door in 20 years	\$1,475	2041	25	134	275	423	579	742	913	1093	1282	1480	1688	1907	2136	2377	2631	2896
EXTERNAL WORKS																		
- Maintain common pipework	\$3,159	2028	7	685	1404	2158	2951	3783	4657	805	1650	2537	3468	4447	5474	6552	1132	2321
- Ongoing partial maintenance of walkways	\$1,732	2024	5	1025	2101	485	995	1530	2092	2682	619	1270	1952	2669	3422	790	1620	2491

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
FENCING																		
- Provision to replace roof colorbond fencing in 31 years (partial accrual) 20%	\$1,898	2037	4	201	412	634	867	1111	1368	1638	1921	2218	2530	2857	3201	3563	3942	4340
- Replace powder coated baluster fencing/gate in 20 years (partial accrual) 20%	\$2,723	2037	1	289	592	910	1244	1595	1963	2350	2756	3182	3630	4100	4593	5111	5656	6227
- Replace timber fencing in 15 years	\$698	2033	1	92	190	292	399	511	629	753	883	1020	1163	1314	1380	1449	1521	1597
- Provision to maintain retaining wall	\$2,484	2037	5	263	540	830	1135	1454	1790	2143	2514	2902	3311	3740	4190	4662	5159	5680
FURNITURE & FITTINGS																		
- Maintain signage	\$840	2028	7	182	373	574	784	1006	1238	214	439	674	922	1182	1455	1742	301	617
- Provision to replace mail boxes in 20 years (partial accrual) 20%	\$2,554	2037	1	271	555	853	1166	1495	1841	2204	2584	2984	3404	3845	4308	4794	5304	5840
- Maintain/replace satellite/TV aerials & associated equipment	\$1,275	2029	12	242	497	764	1044	1339	1648	1973	223	456	702	959	1230	1514	1812	2126
- Ongoing partial replacement of exterior lighting	\$725	2024	3	429	879	323	662	1018	374	766	1178	433	887	1364	501	1027	1579	580
- Provision to upgrade card/touch swipe/tag readers	\$1,450	2026	6	450	922	1418	1939	382	783	1204	1646	2111	2598	512	1049	1613	2206	2828
- Provision to upgrade security cameras	\$2,025	2024	4	1198	2456	693	1420	2183	2985	842	1726	2654	3628	1023	2098	3226	4410	1244
- Provision to upgrade video/PVR	\$250	2025	8	101	207	318	49	101	155	212	272	335	401	470	73	149	229	313
- Provision to upgrade security system monitor	\$150	2025	8	61	124	191	30	61	93	127	163	201	240	282	44	89	137	188
- Provision to upgrade intercom systems, handsets & associated equipment progressively	\$6,435	2028	3	1395	2859	4397	6011	7706	9486	3483	7141	10981	4032	8266	12712	4668	9569	14716
- Provision to replace door closers	\$672	2024	2	398	815	439	899	483	991	533	1092	587	1204	647	1327	714	1464	787
- Provision to replace door hardware	\$768	2029	12	146	299	460	629	807	993	1189	134	275	423	578	741	912	1092	1281

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
LANDSCAPING																		
- Service/repair irrigation system controllers	\$2,350	2025	8	949	1946	2992	463	949	1460	1995	2558	3149	3770	4421	684	1402	2156	2948
- Replace planter box membrane	\$4,100	2030	6	698	1430	2200	3007	3856	4746	5681	6663	1313	2691	4138	5658	7254	8929	1759
AMENITIES																		
- Maintain toilet/washroom	\$275	2027	10	70	143	220	301	386	50	103	158	216	276	340	407	478	551	629
FIRE PROTECTION SYSTEMS																		
- Provision to upgrade Fire Panel & associated detection equipment	\$28,775	2034	3	3571	7321	11258	15392	19733	24291	29077	34102	39378	44918	50735	56843	20873	42790	65803
- Provision to replace fire hose reels	\$562	2031	2	87	178	274	375	481	592	709	831	960	516	1058	569	1167	627	1286
- Provision to replace portable fire extinguishers	\$4,620	2027	5	1174	2406	3700	5059	6486	1498	3071	4723	6457	8278	1912	3920	6028	8241	10565
- Provision to replace hydrant valve assemblies & seals	\$5,140	2027	5	1306	2677	4117	5629	7216	1667	3417	5255	7184	9210	2127	4361	6706	9168	11754
- Install/replace sensors/exit/emergency lighting	\$1,560	2024	1	923	1892	1986	2086	2190	2300	2415	2535	2662	2795	2935	3082	3236	3398	3567
LOBBIES																		
- Repaint walls	\$45,076	2027	10	11453	23478	36104	49362	63283	8195	16801	25836	35323	45285	55744	66727	78259	90367	103081
- Repaint ceiling	\$18,032	2027	10	4581	9392	14443	19746	25315	3278	6721	10335	14131	18116	22300	26693	31306	36150	41236
- Replace carpet/floor coverings	\$45,600	2029	12	8669	17771	27328	37363	47900	58963	70580	7963	16325	25104	34322	44002	54165	64836	76041
- Repaint door face	\$7,770	2027	10	1974	4047	6223	8509	10908	1413	2896	4454	6089	7806	9609	11502	13490	15577	17769
- Maintain floor tiles	\$1,575	2028	3	341	700	1076	1471	1886	2322	853	1748	2688	987	2023	3111	1143	2342	3602

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
ROOF																		
- Maintain/replace skylights	\$1,675	2034	5	208	426	655	896	1148	1414	1692	1985	2292	2614	2953	3308	764	1566	2408
- Provision to replace guttering in 27 years (partial accrual) 25%	\$2,992	2037	4	317	650	1000	1367	1752	2157	2582	3028	3496	3988	4505	5047	5616	6214	6842
- Provision partial balcony membrane replacement	\$4,756	2034	5	590	1210	1861	2544	3262	4015	4806	5637	6509	7425	8386	9396	2170	4449	6841
- Provision to maintain roof fixtures and flashings	\$3,000	2029	4	570	1169	1798	2458	3151	3879	4643	1309	2684	4128	5644	1592	3263	5018	6860
- Maintain/replace bird netting	\$3,201	2026	6	993	2036	3130	4280	843	1729	2658	3635	4660	5736	1130	2316	3562	4870	6244
- Provision to replace solar panels & associated equipment in 15 years 20% of total	\$2,080	2029	2	395	810	1246	1704	2185	2689	3219	1731	3549	1909	3913	2104	4314	2320	4757
- Maintain/upgrade height safety system	\$1,800	2030	4	306	628	966	1320	1693	2084	2494	2925	825	1691	2601	3556	1003	2056	3161
- Provision to replace rooftop exhaust fan/ducting	\$7,620	2031	15	1179	2417	3718	5083	6516	8021	9601	11261	13003	1253	2568	3949	5399	6922	8521
STAIRWELL																		
- Repaint door face	\$3,108	2027	10	790	1619	2489	3403	4363	565	1158	1781	2435	3122	3843	4601	5396	6230	7107
PLANT & EQUIPMENT																		
- Refurbish lift interior in 20 years (partial accrual) 20%	\$2,000	2037	1	212	435	668	914	1171	1442	1726	2024	2337	2666	3011	3374	3755	4154	4574
- Allowance for mechanical upgrade of lift 24 years (partial accrual) 25%	\$35,000	2037	3	3709	7604	11693	15987	20496	25230	30200	35419	40900	46654	52696	59040	65701	72695	80039
- Maintain/replace airconditioner units	\$3,800	2032	5	541	1110	1707	2333	2991	3682	4408	5169	5969	6809	1573	3224	4958	6778	8690
- Maintain/replace inline fan/ventilation ducting	\$1,980	2033	15	262	538	827	1130	1449	1783	2135	2504	2891	3298	3725	359	736	1131	1547
- Provision to maintain/replace hot water system tanks in 15 years 20% of total	\$5,120	2026	3	1588	3256	5007	6846	2514	5153	7925	2910	5966	9174	3369	6906	10620	3899	7994
- Replace hot water system pumps	\$1,769	2026	6	549	1125	1730	2365	466	955	1469	2008	2574	3169	624	1280	1968	2691	3449
TOTAL ACCRUALS				122111	235183	353811	463886	177767	259123	272267	349888	428636	495386	611337	631660	769532	897991	175132

* **Bold blue items listed above are expense items that occur in that year.**

REPORT INFORMATION

The values included in the report are for budgeting purposes and have been obtained from a number of sources including building cost information guides, painting contractors, plant and equipment suppliers, manufactures and installers and working knowledge of each buildings configuration at the time of inspection.

Every endeavour has been undertaken to accurately compile a budget for the maintenance, repair, renewal or replacement of the items of a non-routine nature that have been identified in this report. However as there is no definitive scope of works for maintenance, repair, renewal or replacement of the items contained in this report it is expected that if said items were put to tender, the quotations received would vary significantly dependent upon the timing and scope of works to that will be undertaken. For this reason it is recommended that several quotations are sourced as far in advance of any anticipated work as possible.

The installation date, present condition and estimated life of each item is determined at the time of the site inspection from a visual inspection, the age of the building (where this information is provided) and any other relevant information provided by the Owners at the time of inspection. This information is then communicated in the report by way of nominated total life cycle in comparison with expected remaining life. The life cycles of each of the items will vary depending upon where the building is located, for example buildings near a salt environment tend to have a lesser life cycle and a higher maintenance requirement.

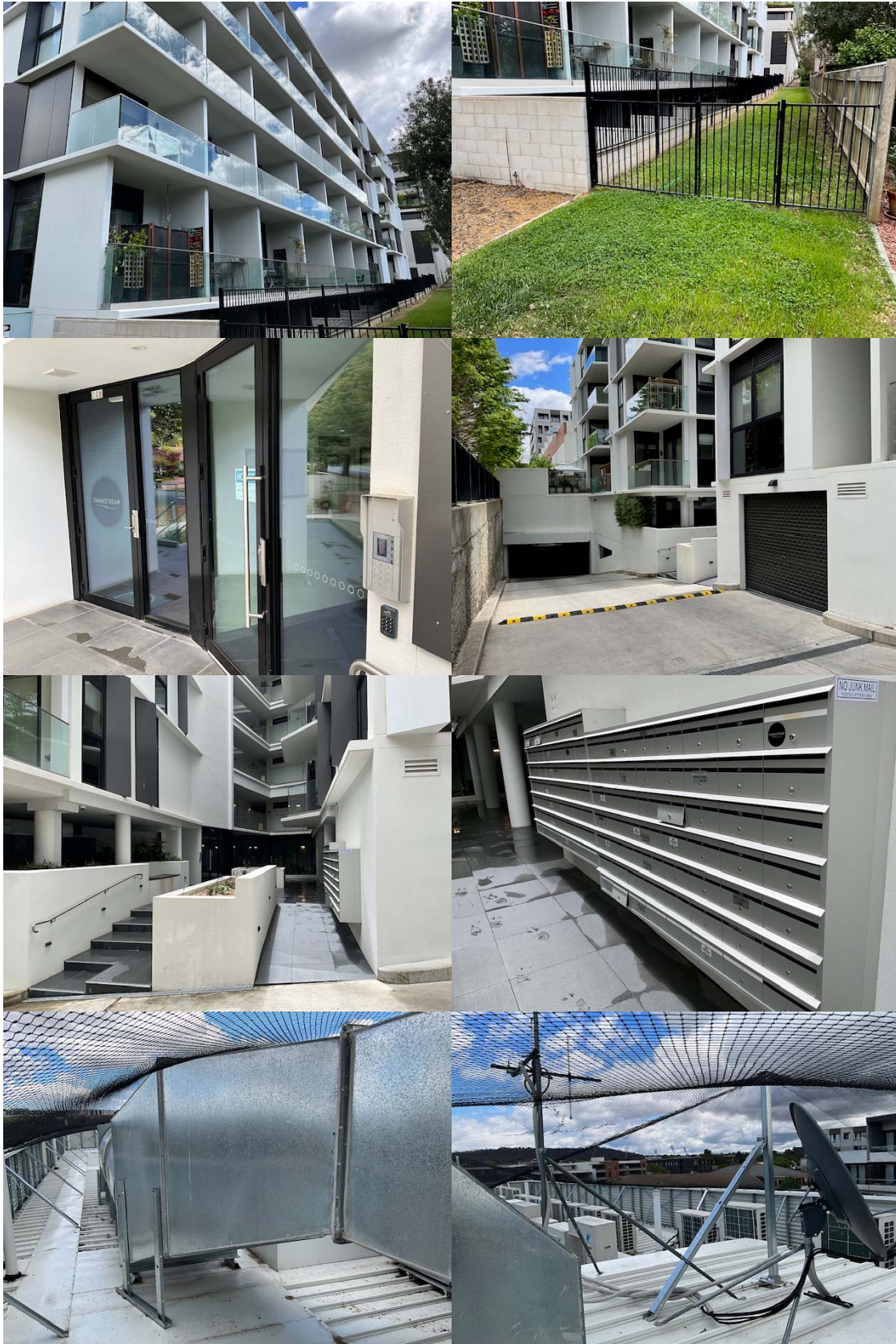
This Sinking Fund plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. Where information in respect of any of these items at time of ordering, it has been incorporated into the report wherever possible. We recommend that a periodic survey be carried out by qualified building contractors to assess the building condition, if required. The inspection of the common property of the scheme is a cursory visual inspection only limited to those areas of the common property that are fully accessible and visible to the inspector from floor or ground level at the time of inspection. The primary purpose of the inspection is to determine the materials used in the construction of the building that need to be maintained, estimate the quantities of same, identify the plant and equipment in the common areas of the building and make a recommendation as to the timing of the repairs and replacements identified for restorative purposes only. The inspection did not include breaking apart, dismantling, removing or moving any element of the building and items located on the common property.

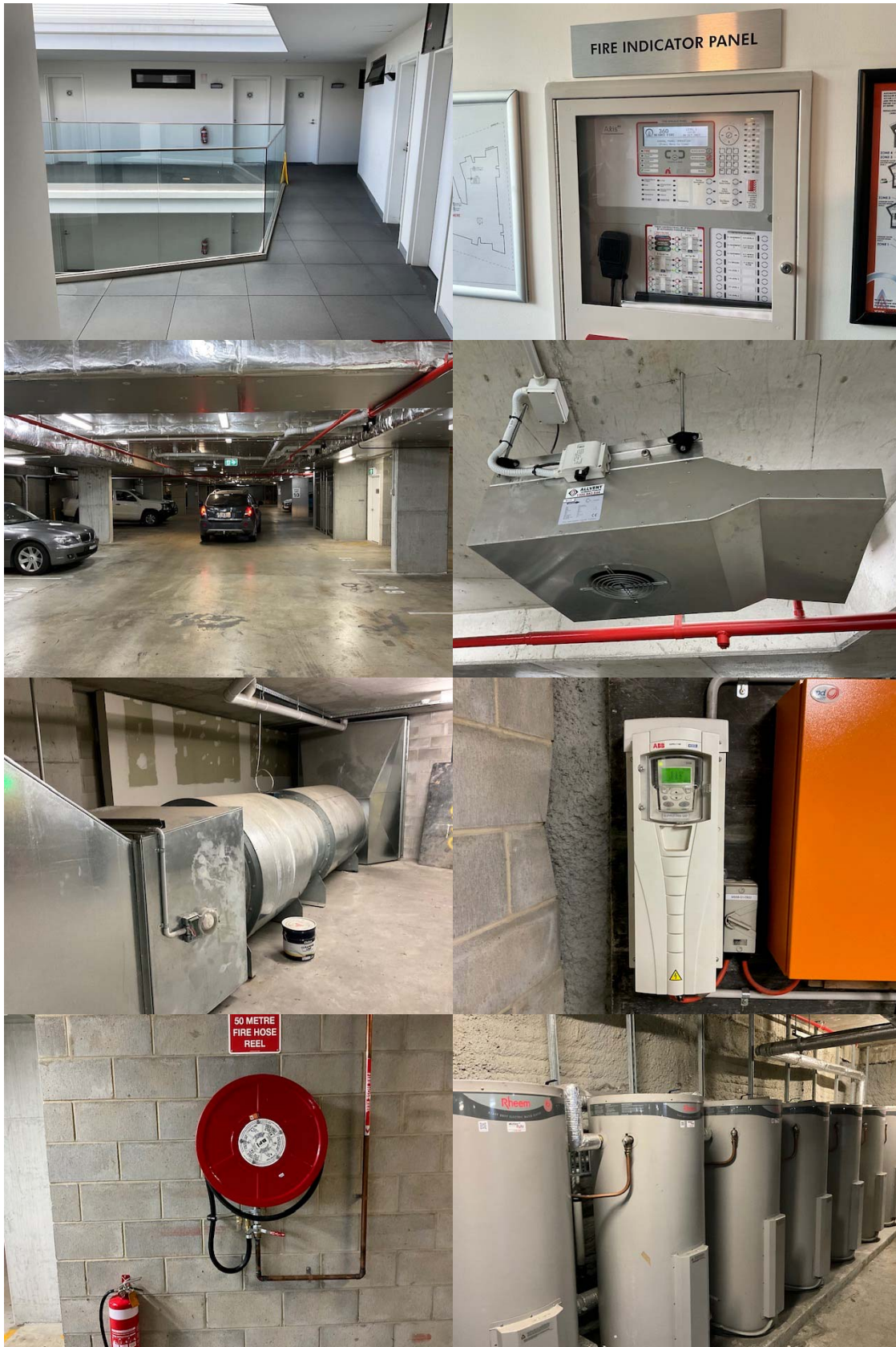
The report does not and cannot make comment upon: defects that may have been concealed; the assessment of which may rely on certain weather conditions and the presence or absence of timber pests. The report will allow for ordinary inclusion, but does not consider or make recommendations as to the specific condition of specialist items and equipment such as gas fittings and supply systems; heritage listing conditions or requirements; fire protection fittings and systems; HVAC fittings and systems site drainage; electrical or data systems or wiring, building plumbing systems including sewerage, potable and stormwater pipe work and fittings; security concerns; detection and identification of illegal building work; and the durability of exposed finishes.

The inspector did not identify and assess safety hazards and did not carry out a risk assessment relating to any hazards upon the common property as part of this report. The report is not an Asbestos report and no assessment was made of asbestos products. The report is not Pool Safety or Window Safety report and no assessment was made as to the compliance or otherwise of any pool barrier or common property windows.

AREAS NOT INSPECTED

- Part or parts of the common property building interior that were not readily accessible
- Part or parts of the building exterior were not readily accessible
- Part or parts of the roof exterior that were not readily visible from ground or floor level or obstructed at the time of inspection because of exceeding height, vegetation or neighbouring buildings.
- Part or parts of the Common Property plant and equipment where specialised knowledge or equipment is required to carry out the inspection, particularly in respect of its' operation.
- Part or parts of the retaining walls, fencing where not readily accessible or inaccessible or obstructed at the time of inspection because of on alignment, vegetation.







“SALT”

29 DAWES STREET KINGSTON 2604

UNITS PLAN No. 4435

Introduction

The following rules have been established for the mutual benefit of all residents, both owners and tenants, in order to maximise the convenience, comfort and privacy of the residents of Units Plan 4435. At all times and in all matters, the Schedule of the Unit Titles (Management) Act 2011 applies. The rules are to be included as an integral part of any leasing arrangement between a unit owner and the tenant. The Owners Corporation rules are to be read in conjunction with the Default Rules as per the Unit Titles Management Act (UTMA) that are attached with this agenda. It is noted that a rule has no effect to the extent that it is inconsistent with another section of the UTMA 2011 or any other legislation in force.

Complaints

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

Link Strata Management
PO Box Curtin 154
3/14 Napier Close Deakin ACT 2600
admin@linkservices.com.au
Telephone enquiries: 6260 3722

Please note that the Owners Corporation will only consider taking action if the complaint is in writing.

Complainants should identify the offender, or their unit number, as well as the time, date and nature of the offence.

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

Incidents that infringe particular laws of the ACT, such as noisy parties or trespassing, should be referred to the ACT Police, especially late at night or where your personal safety is threatened. Police attendance can be requested by phone on 131 444 or 000

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 Installations and alterations

- (1) A unit owner may install 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 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 installation or alteration).
- (2) Permission may be given subject to conditions stated in the resolution.
- (3) However, if the structure is sustainability infrastructure, the owners corporation's permission must not be unreasonably withheld.

Examples—permission not unreasonably withheld

- a. safety considerations
- b. structural considerations
- c. financial considerations
- d. equity of access to common property, easements, facilities, or utility services

Example—permission unreasonably withheld

external appearance of a unit or the units plan

- (4) Alterations include the installation of any structure (such as external blinds, screens, pergolas, awnings, satellite dishes or other shade devices), painting or otherwise altering the external façade or appearance of the building, modifications of any air conditioning, heating or ventilation system or associated piping or ducting servicing a unit.

- (5) Approval is unlikely to be given to any alterations that will impact on the privacy/amenity of another resident or that is not in keeping with the general appearance of the complex.
- (6) Unit front doors are Fire Rated - Security screen doors, deadbolts and peepholes are not permitted to be installed to the front doors of the units.

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, provide the Owners Corporation with a Pet Notification form, for the purposes of the Owners Corporation maintaining a detailed and up-to-date Pet Register. This form can be requested through the strata manager.

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 Noise

The intention is to provide an environment that will allow all residents the benefit of quiet enjoyment of Salt. Residents should be aware that noise penetrates easily into other units.

(1) Residents should be aware that noise penetrates easily into other units, particularly through balcony doors and windows. Where possible, residents should pull doors closed to avoid them slamming shut.

(2) At all times, and specifically between 10.00 pm and 7.00 am, residents must avoid causing any noise (music, television, loud voices, washing machines, dryers, spas, etc.) at a level which may disturb other residents.

2.2 Vehicles and Parking

The intention is to ensure the safety and cleanliness of the vehicle areas, and to provide reasonable access to parking for residents and visitors.

(1) Car parking

- (a) Residents should only park their vehicles in their unit's allocated car space. Do NOT block or use other residents' car parking space without their express consent to do so.
- (b) Vehicles are NOT to be parked on common property (see also visitor parking) including the concrete access driveway and on landscaped areas in any position where they may cause an obstruction to others or damage property.
- (c) Vehicles must observe a maximum 10 kph speed limit within the complex.
- (d) Residents are responsible for cleaning up of any oil spills caused by their vehicles or their guests vehicles and if requested by the Owners Corporation to clean up any spills and in the event that this is not carried out, the cost will be charged back to the resident/and or agent.
- (e) In the interest of safety, children are not permitted to ride cycles or play games on the common property driveway areas or in the underground parking areas.
- (f) Residents are not allowed to wash cars in the car park.

(2) Visitor parking

- (a) Visitor parking is intended for short term visitors only.
- (b) The Owners Corporation Executive Committee notes that a short-term visitor is defined as a person who is not a resident and is at the property to visit a resident and either visits for no more than twelve hours at a time or no more than seven days in any fourteen days.
- (c) Visitors can only park in visitor marked spaces. A visitor may park in an occupiers' allocated car space or in their garage with their express consent to do so.
- (d) Unit owners and occupiers cannot use visitor parking as an "additional" car park for their vehicles or in lieu of their allocated car space or garage.

(3) Use of Common Property

- (a) A unit owner or occupier 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 of another unit.
- (b) Specifically, a unit owner or occupier must not:
 - i. store any items on the common property;
 - ii. obstruct the common property;
 - iii. dispose of any refuse or rubbish on the common property except in receptacles provided for that purpose; or
 - iv. hang or display laundry (including rugs and carpets) or other items of clothing in any common areas.
- (c) If a unit owner or occupier soils or dirties any part of the common property, the unit owner must clean that part of the common property at the unit owner's cost and expense.

(4) Car Spaces

- (a) Car spaces must not to be used as open storage areas. They are permitted for use for the parking of vehicles only including bicycles (unless kept in storage facilities) and motorcycles.
- (b) Items other than vehicles, bicycles and motorcycles may only be stored in the relevant storage or cage although properly designed and constructed storage lockers may be located within the confines of an owners parking space after written permission of the Strata Manager on behalf of the Executive Committee has been obtained.

2.3 Garbage and Recycling

The intention is to maintain hygienic and clean disposal of rubbish, and to encourage recycling.

Recycling facilities are available and residents are encouraged to use them.

- (1) The garbage hopper is for domestic waste only. All rubbish must be placed in the hopper and the hopper lid closed after use.
- (2) All rubbish should be enclosed in an acceptable outer container, such as an approved garbage bin liner and fastened securely.
- (3) Residents are encouraged to recycle wherever possible. Large boxes should be collapsed and taken to the recycling hoppers located in the garbage enclosures.
- (4) Under no circumstances is garbage or recycling to be placed on the floor in front of the garbage hopper, recycling cupboards or on the floor of the garbage area.
- (5) Unwanted household items such as furniture, bedding etc. are not to be placed in either the garbage or recycling hoppers but should be disposed of by residents at appropriate Government collection areas.
 - (i) Consideration should be given, and noise kept to a minimum, when disposing of rubbish.

Residents identified illegally dumping hard rubbish in the garbage room or on the common property will be notified by the Building Manager to remove these items. Residents who fail to comply with this notice will be charged an administrative fee for the removal of this waste in accordance with section 31 of the Unit Titles (Management) Act 2011.

2.4 Smoking

The intention is to provide an environment that will allow all residents the benefit of smoke free enjoyment of Salt.

- (1) Smoking is not permitted in any of the common areas, including the lifts, foyers, hallways, or basement car parks.
- (2) An occupant must not throw cigarette butts or ash over the balconies or discard them in or on any part of the common property.
- (3) Smoking on balconies must not cause inconvenience to other residents.

2.5 Recovery of Legal Costs / Debt Collection

- (1) If an Owners Corporation commences an action and incurs legal fees or other costs in any legal or administrative action against a unit holder, the unit holder shall, unless a court order directs otherwise, be liable to pay the Owners Corporation the amount of the legal fees or other costs incurred by the Owners Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.
- (2) The unit holder agrees that any monies which are payable pursuant to Clause 1 shall be a debt enforceable by the Owners Corporation against the unit holder.

- (3) The legal fees and other costs payable in accordance with Clause 1 shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owners Corporation. For the avoidance of doubt, any legal fees or other costs incurred by the Owners Corporation which cannot be evidenced by a written invoice as due and payable, shall not form part of, and will not be recoverable against, in accordance with Clause 1.

2.6 Vandalism and Damage

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

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

2.7 Security and Safety

The intention is to protect the safety of all residents.

- (1) Security is provided through security access fobs.
- (2) Additional security fobs are available from Link Strata. All additional fobs must be formally requested in writing by the owners of the unit or their authorised agent. All additional keys must be formally requested in writing by the owners of the unit or their authorised agent.
- (3) All faults with the security system and/or individual residents' access fobs should be reported to Link Strata.
- (4) In the interest of maintaining the security of Salt, all residents and their guests must ensure that security doors are closed firmly after entering or leaving the building including the garage door.
- (5) Residents must keep their keys, security fobs and garage door remote control devices secure at all times. Lost keys, fobs or remotes must be reported to Strata as soon as practicable.
- (6) Unknown or unauthorised persons must not be admitted to the building.
- (7) For safety and appearance, residents are not to store any items in common property areas including entrance foyers, stairwells, access pathways or in vehicle parking spaces. The storage cages provided for units are to be used for this purpose.
- (8) Security of Common Property
 - (a) A unit owner or occupier (including tenants) must take reasonable care to ensure that access to common areas is only available to bona fide occupiers of a unit, including by:
 - i. ensuring that fire and security doors are locked or closed when they are not in use;
 - ii. reporting the loss of any security card, access fob, key or other security device to the Strata Manager immediately; and

- iii. not storing security cards, access fobs, keys or other security devices in or on any area of common property, within letterboxes or beyond the boundaries of the complex, even if within a lockbox or other storage device including motor vehicles.
- iv. If a unit owner or occupier (including tenants) is found to be in breach of these rules and the behaviour is not rectified, the Executive Committee may issue an infringement notice and present the matter to ACAT in accordance with the details and processes listed in the Unit Titles (Management) Act 2011.
- v. If a breach of these rules leads to theft or damage to either the common property or the property of other unit owners, the unit owner or occupier (including tenants) responsible for the breach will be held liable for this theft or damage and any associated costs.

(9) Additional Keys and Fobs

- (a) Unit owners can purchase up to 2 additional fobs or keys from the Strata Manager. The Strata Manager will keep a register of purchases and allocation.
- (b) As an important security measure, if a unit owner wishes to provide additional keys or fobs to a real estate or letting agent, the request is to be in writing to the Strata Manager for approval and registration.
- (c) Owners are responsible for retrieving keys or fobs from real estate or letting agents, if those arrangements change or cease. Owners must notify the Strata Manager of these changes promptly

The Owners Corporation is unable to provide after hour's access to residents if they are locked out of the building. In these instances, residents should make alternate arrangements, for example, leaving an additional set of access keys with a friend or relative.

2.8 Evacuation From the Building in An Emergency

In the event of an evacuation, and in the event that it is safe to do so, ensure you take your swipe cards and unit keys with you to enable you to re-enter the building when it is deemed safe to do so by the Fire Brigade.

2.9 Moving In and Out

Residents should be aware that Lift 1 (the front lift) should be booked for removalists through the Strata Manager . By booking the lift, the building manager can arrange for exclusive use of the lift and ensure the lift curtains are installed to prevent damage.

2.10 Maintenance – Owner Responsibilities

Owners are responsible for the maintenance and repair of all equipment inside their unit. This includes individual unit smoke detectors and air conditioning.

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

2.11 Real Estate Signage

- (1) Unit owners or occupiers are not permitted to display any signs, sandwich boards or other advertising material in any visible external windows to their unit.
- (2) Temporary signs including “For Lease”, “Open for Inspection” or any other sign of this nature can only be displayed on the boundary of the complex (and in relation to “For Lease” signs a maximum of 30 days from the date of installation and in relation to “Open for Inspection” sign for no more than 24 hours, the signage must be removed after this period.
- (3) Temporary signs relating to “For Sale”, can only be displayed on the boundary of the complex until 30 days after contracts for sale have exchanged. The signage must be removed after this period.
- (4) Signs found to have remained in place after these periods will be treated as abandoned rubbish, and the cost to remove these signs off common property may be charged back to the advertised unit and/or agent.
- (5) Duplicate signs, for example, from the same agent for the same purpose are not allowed.

2.12 Electronic Meetings

(1) Attendance

- (a) A unit owner may attend and participate in a general meeting of the Owners Corporation and/or a meeting of the Executive Committee by means of teleconference, videoconferencing, or other electronic means from a remote location ("electronic attendance"), provided the unit owner is able to:
- (b) communicate with other participants in the meeting; and
- (c) participate in the meeting and engage with the other participants at the meeting
- (d) Where a unit owner has participated in a meeting through electronic attendance, they are deemed to be present at the meeting for the purposes of calculating a quorum for the meeting.

- (e) There is no limit to the number of unit owners who may participate in a meeting by electronic attendance. However, the Owners Corporation and Executive Committee may require that unit owners provide notice of electronic attendance prior to the meeting to allow for practical arrangements to be made

(2) Participation

- (a) Where a unit owners participates in a general meeting of the Owners Corporation or a meeting of the Executive Committee through electronic attendance the unit owner may participate in all aspects, including:
 - (b) participating in debate at the meeting; and
 - (c) voting in resolutions at the meeting

(3) Pre-Meeting Electronic voting

- (a) Decision making at general meetings of the Owners Corporation and meetings of the Executive Committee may be undertaken by electronic means prior to a general meeting (premeeting electronic voting). Pre-meeting electronic voting includes;
 - i. voting by means of email submission of ballot papers;
 - ii. voting by means of accessing a website and submitting an online ballot paper;
 - iii. voting by means of utilising an electronic application and submitting a ballot paper; and
 - iv. voting by alternative electronic method as agreed by the Owners Corporation or Executive Committee.
- (b) At least 10 days prior to the meeting, the Owners Corporation or Executive Committee must notify all unit owners that pre-meeting electronic voting is taking place and provide:
 - i. a declaration form requiring the voter to state their name, capacity to vote, (if relevant to resolution) unit entitlement; and (if relevant) the name and capacity of the person who is giving a proxy vote;
 - ii. the resolution to be voted on (including any explanatory material)
 - iii. instructions for completing the ballot paper and indicating the voter's choice;
 - iv. instructions for submitting the ballot paper (including an email address for return if applicable), and the final date and time for submission of the ballot paper;
 - v. a statement as to whether the resolution may be amended by a further motion given at the meeting after the pre-meeting electronic voting takes place, and the effect of this on the pre-meeting electronic voting.

The Owners Corporation or Executive Committee may require that the above procedure is amended to provide for anonymous pre-meeting electronic voting.

2.13 Execution of Documents

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

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

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



ACT
PROPERTY
INSPECTIONS

45/29 Dawes Street,
Kingston ACT 2604

Report prepared: Friday, October 10th 2025

Energy Efficiency Rating
Insurance Certificates
Tax Invoice

Energy Efficiency Report



FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★★☆☆☆☆ **6 STARS**
in Climate: 24 **SCORE: 54 POINTS**

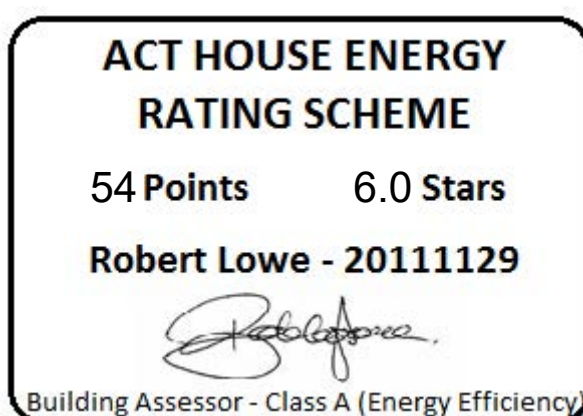
Name: De Chalain

Ref No: 65768

House Title: Unit 45 Block 51 Section 19 KINGSTON

Date: 10-10-2025

Address: 45/29 Dawes Street, Kingston ACT 2604



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	54											
Potential	60											

Incorporating these design options will add the additional points required to achieve the potential rating shown in the table Each point represents about a 1% change in energy efficiency. This list is only a guide to the range of options that could be used.

Design options	Additional points
Change curtain to	Heavy Drapes & Pelmets 7

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	54	★★★★★★
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Largest windows in the dwelling;

Direction : ENE

Area : 9 m²

The table below shows the total score for the dwelling when these windows face the direction indicated.

Note that obstructions overshadowing windows have been removed from all windows in these ratings to allow better comparisons to be made between orientations.

ORIENTATION	POINT SCORE	STAR RATING
1. North East	59	★★★★★★
2. East	51	★★★★★★
3. South East	46	★★★★★★
4. South	45	★★★★★★
5. South West	45	★★★★★★
6. West	48	★★★★★★
7. North West	55	★★★★★★
8. North	59	★★★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: **Unit 45 Block 51 Section 19 KINGSTON, 45/29 Dawes Street, Kingston ACT 2604**

Assessor's Name:

Net Conditioned Floor Area: **58.0 m²**

Feature				Points		
				Winter	Summer	Total
CEILING				15	0	15
Surface Area:	117	Insulation:	-103			
WALL				7	1	9
Surface Area:	2	Insulation:	5			
		Mass:	1			
FLOOR				21	-5	16
Surface Area:	17	Insulation:	-4			
		Mass:	3			
AIR LEAKAGE (Percentage of score shown for each element)				-3	0	-3
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	16 %			
Exhaust Fans	69 %	Doors	6 %			
Down Lights	0 %	Gaps (around frames)	10 %			
DESIGN FEATURES				0	-1	-1
Cross Ventilation	-1					
ROOF GLAZING				0	0	0
Winter Gain	0	Winter Loss	0			
WINDOWS				-6	-4	-10
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
ENE	9	15%	-21	16	-4	-8
WSW	1	1%	-2	0	0	-2
Total	9	16%	-22	16	-4	-10

* Air movement over glazing can significantly increase winter heat losses. SEAV recommends heating/cooling duct outlets be positioned to avoid air movement across glass or use deflectors to direct air away from glass.

The contribution of heavyweight materials to the window score is 0 points

				Winter	Summer	Total
RATING	★ ★ ★ ★ ★ ★			35	-9	54*

* includes 28 points from Area Adjustment

Detailed House Data

House Details

ClientName	De Chalain
HouseTitle	Unit 45 Block 51 Section 19 KINGSTON
StreetAddress	45/29 Dawes Street, Kingston ACT 2604
FileCreated	10-10-2025
Comments	

Climate Details

State	
Town	Canberra
Postcode	2600
Zone	24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Suspended Slab	Enclosed	No	Yes	No	Float Timb	R0.0	40.7m ²
2	Suspended Slab	Enclosed	No	Yes	No	Carp	R0.0	14.5m ²
3	Suspended Slab	Enclosed	No	Yes	No	Tiles	R0.0	4.8m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Concrete 150mm Ext	No	R2.0	9.0m	2.5m
2	Framed: FC Sheet Clad	Yes	R0.0	22.9m	2.5m
3	Framed: FC Sheet Clad	No	R2.0	4.3m	2.5m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Flat - Suspended Slab	Yes	No	R0.0	60.0m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	ENE	2.5m	3.4m	No	DG	ALIMPR	HB	No	1.5m	1.5m	0.1m
2	WSW	0.4m	1.5m	No	DG	ALIMPR	HB	No	1.5m	1.5m	0.1m

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	2.5m	3.4m	0.0m	0.0m	0.0m	0.0m	1.6m	0.6m	1.6m	0.0m
2	WSW	0.4m	1.5m	0.0m	0.0m	0.0m	0.0m	10.0m	0.0m	0.0m	0.0m

Zoning Details

Is there Cross Flow Ventilation ?	Poor
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Air Leakage Details

Location	Suburban
Is there More than One Storey ?	No
Is the Entry open to the Living Area ?	Yes
Is the Entry Door Weather Stripped ?	Yes
Area of Heavyweight Mass	0m ²
Area of Lightweight Mass	0m ²

	Sealed	UnSealed
Chimneys	0	0
Vents	0	0
Fans	0	2

Downlights	0	0
Skylights	0	0
Utility Doors	0	0
External Doors	0	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

Gregory Giles De Chalain
45/29 Dawes St
KINGSTON ACT 2604
AUSTRALIA

Invoice Date
1 Oct 2025

Invoice Number
INV-65768

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: 17 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](#)



**ACT
PROPERTY
INSPECTIONS**

RECEIPT

Gregory Giles De Chalain
45/29 Dawes Street,
Kingston ACT 2604
AUSTRALIA

Payment Date
1 Oct 2025

Sent Date
2 Oct 2025

ABN:
33 600 397 466

ACT Property Inspections
(02) 6232 4540
Unit 1, 33 Altree Ct
PHILLIP ACT 2606
ABN: 33 600 397 466

Total AUD paid	425.00
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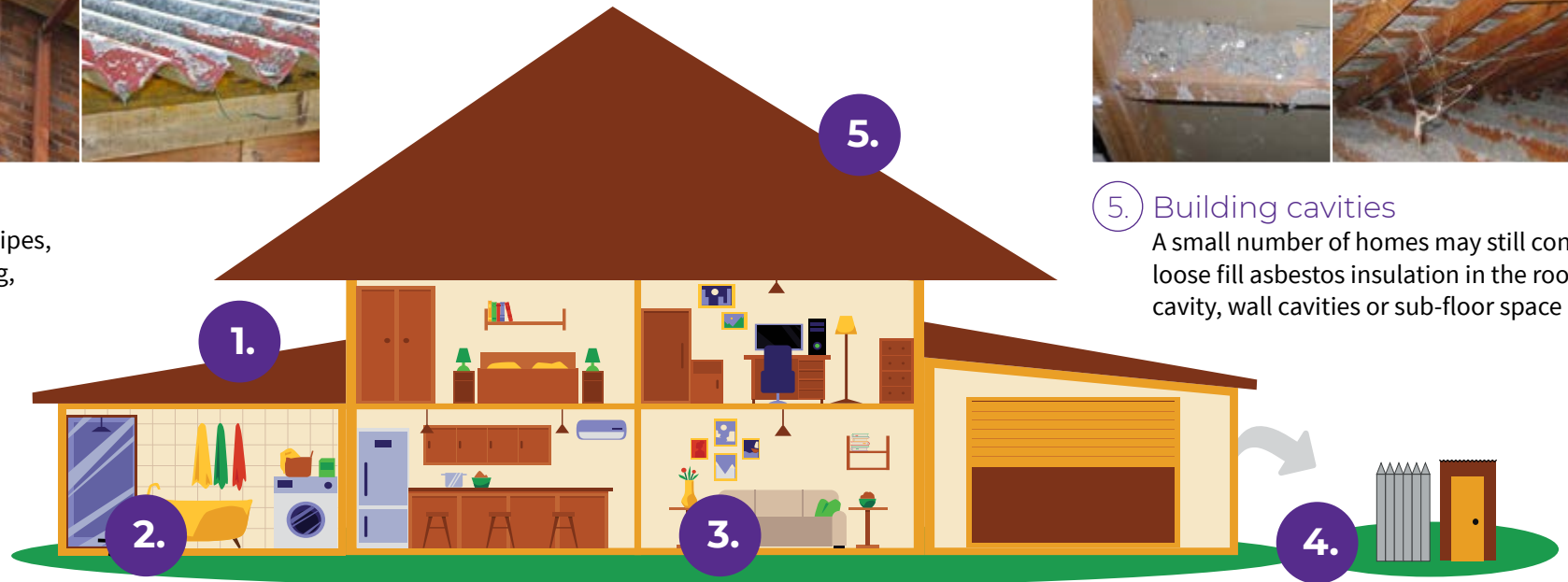
Invoice Date	Reference	Payment Reference	Invoice Total	Amount Paid	Still Owing
1 Oct 2025	INV-65768	Payment - INV-65768 Payment created via eWAY PayThis.	425.00	425.00	0.00
			Total AUD	425.00	0.00

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.

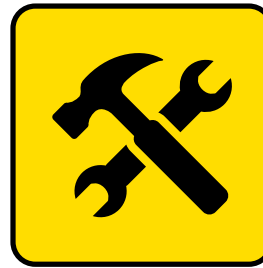
Asbestos materials become dangerous when:



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.