

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		10	585	19 & 20	22	Kingston
		and known as 10/6 Howitt Street, Kingston				
Seller	Full name	Elizabeth Leanne Beech				
	ACN/ABN					
	Address	10/6 Howitt Street, Kingston, ACT 2604				
Seller Solicitor	Firm	Legitimate Solutions Pty Ltd - Legitimate Solutions Legal				
	Email	mail@legimatesolutions.com.au				
	Phone	(02) 6162 3003	Ref JSK:JM:12540			
	DX/Address	GPO Box 1232, Canberra ACT 2601				
Stakeholder	Name	Maloneys the Estate Agent Trust Account				
Seller Agent	Firm	Maloneys Real Estate				
	Email	mmaloney@maloneys.com.au				
	Phone	02 62320111	Ref Moira Maloney			
	DX/Address	PO Box 5044, KINGSTON ACT 2604				
Restriction on Transfer	Mark as applicable	☒ Nil ☐ section 370 ☐ section 280 ☐ section 306 ☐ section 351				
Land Rent	Mark one	☒ Non-Land Rent Lease ☐ Land Rent Lease				
Occupancy	Mark one	☒ Vacant possession ☐ Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents and				
Goods	Description	Fixed floor coverings, light fittings, window treatments, as inspected.				
Date for Registration of Units Plan						
Date for Completion On or before 30 days from the date of this Contract.						
Electronic Transaction? ☐ No ☒ Yes, using Nominated ELN: Pexa						
Land Tax to be adjusted? ☐ No ☒ Yes						
Residential Withholding Tax	New residential premises?		☒ No ☐ Yes			
	Potential residential land?		☒ No ☐ Yes			
	Buyer required to make a withholding payment?		☒ No ☐ Yes (insert details on p.3)			
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?		☐ No ☐ Yes			
	Clearance Certificates attached for all the Sellers?		☒ No ☐ Yes			

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

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

Co-Ownership	Mark one (show shares)	☐ Joint tenants	☐ Tenants in common in the following shares:
---------------------	------------------------	--	---

Read This Before Signing: Before signing this Contract you should ensure that you understand your rights and obligations. You should read the important notes on page 3. You should get advice from your solicitor.

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

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- ☐ Proposed plan
- ☐ Inclusions list

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

- ☐ Inclusions list
- ☐ Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- ☐ Tenancy Agreement
- ☐ No written Tenancy Agreement exists

Invoices

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

Asbestos

- ☒ Asbestos Advice
- ☐ Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	nil% 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	\$ (GST inclusive)

Tenancy Summary

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

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

Name	Link Strata Management	Phone	(02) 6260 3722
Address	Unit 3, Level 1/14 Napier Close, Deakin, ACT 2600 Australia		

Auction Sale Conditions

*1 No bids may be made for the seller of the property.

OR

*1 The auctioneer may make 1 bid for the seller of the property at any time during the auction.

** One of these alternatives must be deleted]*

2. Each person bidding must be entered on the bidders record.
3. The auctioneer may refuse any bid.
4. The auctioneer may decide the amount by which the bidding is to be advanced.
5. The auctioneer may withdraw the property from sale at any time.
6. The auctioneer may refer a bid to the seller at any time before the end of the auction.
7. If there is a dispute about a bid, the auctioneer may resubmit the property for sale at the last undisputed bid or start the bidding again.
8. If there is a dispute about a bid, the auctioneer is the sole arbiter and the auctioneer's decision is final.
9. The sale is subject to a reserve price unless the auctioneer announces otherwise.
10. The highest recorded bidder will be the buyer, subject to any reserve price.

SPECIAL CONDITIONS

DEFT AUCTION PAY

- a) Subject to the following clauses, the Buyer may pay the Deposit payable under the terms of this Contract on the Date of this Contract to the Stakeholder using DEFT Auction Pay (being the Macquarie Bank online funds transfer system).
- b) This special condition will only apply if the Buyer pays the Deposit on the Date of this Contract using DEFT Auction Pay and the Stakeholder is provided with evidence of payment of the Deposit on the Date of this Contract. If not, then this special condition will not apply to this Contract for Sale and the Deposit will be strictly payable in accordance with the terms and conditions of this Contract.
- c) If the Stakeholder does not receive the cleared funds equal to the amount of the Deposit into its trust account within three business days of the Date of this Contract (**Payment Period**), then the Buyer must pay the Deposit payable on the Date of this Contract by delivering an unendorsed bank cheque to the Stakeholder within 24 hours of the Seller or its Solicitor notifying the Buyer that the payment referred to in (a) was not received within the Payment Period.

**Certificate under section 17 of the Civil Law
(Sale of Residential Property) Act 2003**

I,
of
certify as follows:

1. I am a lawyer as defined in the Legislation Act 2001.
2. I am giving this certificate in accordance with section 17 of the Civil Law (Sale of Residential Property) Act 2003 in respect of a contract for the sale of residential property known as 10/6 Howitt Street, Kingston from Elizabeth Leanne Beech to so that there is no cooling off period in respect of the contract.
3. I do not act for the seller nor am I a member or employee of a firm of which the lawyer acting for the seller is a member or employee.
4. This certificate is given under Section 13 Civil Law (Sale of Residential Property) Act 2003.
5. I have explained to the buyer:
 - (a) the nature of this certificate;
 - (b) the effect of giving this certificate to the seller is that there is no cooling off period in respect of the contract .

Dated:

.....
Signature

Director's Guarantee

I/we, (name of Director/s)
of (address)
..... agree as follows:

1. I/We am/are a Director/s of the Buyer.
2. In consideration of the Seller entering into this Contract at my/our request, I/we agree to guarantee to the Seller:
 - (a) the performance and observance by the Buyer of all its obligations under this Contract, before, on and after Completion of this Contract; and
 - (b) the payment of all money payable to the Seller or to third parties under this Contract or otherwise.
3. This is a continuing guarantee and binds me/us notwithstanding:
 - (a) my/our subsequent death, bankruptcy or liquidation or the subsequent death, bankruptcy or liquidation of any one or more of the Buyer or the Buyer's Directors;
 - (b) any indulgence, waiver or extension of time by the Seller to the Buyer or to me/us or to the Buyer's Directors; and
 - (c) Completion of this Contract.
4. In the event of any breach by the Buyer covered by this guarantee, including in the payment of any money payable to the Seller or to third parties under this Contract or otherwise, the Seller may proceed to recover the amount claimed as a debt or as damages from me/us without having instituted legal proceedings against the Buyer or any other of the Buyer's Directors and without first exhausting the Seller's remedies against the Buyer.
5. I/we agree to keep the Seller indemnified against any liability, loss, damage or claim due to the default of the Buyer which the Seller may incur in respect of this Contract.

Dated this day of

Signed by

in the presence of:

Signature of witness

Signature

Full name of witness

Capacity

NOTE: All directors of the Buyer are to sign this guarantee. If the Buyer is a sole director company please write "Sole Director" after that director's signature.

Special Condition – Summer Holiday Period - ACT

1. Any notice served under this Contract from Friday 19 December 2025 to Tuesday 6 January 2026 inclusive ("Summer Holiday Period") is deemed to have been served on Wednesday 8 January 2026.
2. If the Date for Completion is within the Summer Holiday Period it is deemed to be Monday 12 January 2026.
3. If a Notice to Complete is served under this Contract before the Summer Holiday Period with a completion date within the Summer Holiday Period the Completion Date is deemed to be Monday 12 January 2026.
4. Damages pursuant to clause 22 are not payable during the Summer Holiday Period.
5. Any periods of time including (but not limited to) those referred to under Date for Completion or clauses 18 and 22 of this Contract are exclusive of the Summer Holiday Period.

1 SHUTDOWN PERIOD – ACT

1.1 Definitions

Unless the context indicates otherwise, each word or phrase defined in this clause 1 has the meaning given to it in this clause 1.1.

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.

Pandemic means the COVID 19 (or a variant of it) pandemic as declared by WHO.

WHO means the World Health Organisation.

1.2 Shutdown period

In this clause 1 **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,
- (b) when the Buyer or the Seller is not able to attend any of the places of business listed in clause 1.2(a) 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.

1.3 Notice of closure

- (a) Either party to this Contract may invoke this clause 1 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.
- (b) Either party may notify the other party of the end of the Shutdown Period.
- (c) Each party 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.

1.4 Completion extended

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.

1.5 Extension of Notice to Complete

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.

1.6 Extension of other notice

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.

1.7 Payment of damages

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.

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 to be lodged electronically; or

13.3.2 if, at any time after the Effective Date, but at least 14 days before the Date for Completion, a party serves a notice on the other party stating a valid reason why it cannot be conducted as an Electronic Transaction.

13.4 If, because of clause 13.3.2, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:

13.4.1 each party must:

(a) bear equally any disbursements or fees; and

(b) otherwise bear that party's own costs; incurred because this Conveyancing Transaction was to be conducted as an Electronic Transaction; and

13.4.2 if a party has paid all of a disbursement or fee which by reason of this clause, is to be borne equally by the parties, that amount must be adjusted on Completion.

13.5 If this Conveyancing Transaction is to be conducted as an Electronic Transaction:

13.5.1 to the extent that any other provision of this Contract is inconsistent with this clause, the provisions of this clause prevail and this Contract is amended to give full effect to the Electronic Transaction;

13.5.2 without limiting clause 13.5.1, clause 5.2 does not apply;

13.5.3 the parties must conduct the Electronic Transaction:

(a) in accordance with the Participation Rules and the ECNL; and

(b) using the Nominated ELN, unless the parties otherwise agree;

13.5.4 a party must pay the fees and charges payable by that party to the ELN and the

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

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

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

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

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

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

14. Off the plan purchase and Compliance Certificate

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

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

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

15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

17. Compensation claims by Buyer

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

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

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

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

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

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

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

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

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

18. Notice to Complete and Default Notice

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

19. Termination — Buyer default

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

* Alter as necessary

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

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

20. Termination — Seller default

- 20.1 If the Seller does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term the Buyer may by notice served on the Seller either:
- 20.1.1 terminate and seek damages; or
 - 20.1.2 enforce without further notice any other rights and remedies available to the Buyer.
- 20.2 If the Buyer terminates, the Stakeholder is authorised to refund to the Buyer immediately any money paid on account of the Price.

21. Rescission

- 21.1 Unless section 15 of the Sale of Residential Property Act applies, if this Contract is rescinded, it is rescinded from the beginning, and unless the parties otherwise agree:
- 21.1.1 the Deposit and all other money paid by the Buyer must be refunded to the Buyer immediately without any further authority being necessary; and
 - 21.1.2 neither party is liable to pay the other any amount for damages, costs or expenses.

22. Damages for delay in Completion

- 22.1 If Completion does not occur by the Date for Completion, due to the default of either party, the party who is at fault must pay the other party as liquidated damages on Completion:
- 22.1.1 if the defaulting party is the Seller, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion;
 - 22.1.2 if the defaulting party is the Buyer, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and
 - 22.1.3 the amount this Contract says on page 2 to be applied towards any legal costs and disbursements incurred by the party not

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

- 22.2 Whether or not percentages are inserted in clauses 22.1.1 or 22.1.2 the party at fault must pay the amount specified in clause 22.1.3 in addition to any other damages to which the party not at fault is entitled both at law and under this Contract.
- 22.3 The parties agree that:
- 22.3.1 the amount of any damages payable under clause 22.1.1 or clause 22.1.2 to the party not in default is a genuine and honest pre-estimate of loss to that party for the delay in Completion, and
 - 22.3.2 the damages must be paid on Completion.

23. Foreign Buyer

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

24. GST

- 24.1 If a party must pay the Price or provide any other consideration to another party under this Contract, GST is not to be added to the Price or amount, unless this Contract provides otherwise.
- 24.2 If the Price is stated in the Schedule to exclude GST and the sale of the Property is a taxable supply, the Buyer must pay to the Seller on Completion an amount equal to the GST payable by the Seller in relation to the supply.
- 24.3 If under this Contract a party (Relevant Party) must make an adjustment, pay an amount to another party (excluding the Price but including the Deposit if it is released or forfeited to the Seller) or pay an amount payable by or to a third party:
- 24.3.1 the Relevant Party must adjust or pay at that time any GST added to or included in the amount; but
 - 24.3.2 if this Contract says this sale is a taxable supply, and payment would entitle the Relevant Party to claim an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment or payment is or was entitled multiplied by the GST Rate.
- 24.4 If this Contract says this sale is the supply of a going concern:

- 24.4.1 the parties agree the supply of the Property is the supply of a going concern;
- 24.4.2 the Seller must on Completion supply to the Buyer all of the things that are necessary for the continued operation of the enterprise;
- 24.4.3 the Seller must carry on the enterprise until Completion;
- 24.4.4 the Buyer warrants to the Seller that on Completion the Buyer will be registered or required to be registered; and
- 24.4.5 if for any reason (and despite clauses 24.1 and 24.4.1) the sale of the Property is not the supply of a going concern but is a taxable supply:
- (a) the Buyer must pay to the Seller on demand the amount of any GST payable by the Seller in respect of the sale of the Property; and
 - (b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of clause 24.4.5(a).
- 24.5 If this Contract says the margin scheme applies:
- 24.5.1 the Seller warrants that it can use the margin scheme; and
 - 24.5.2 the Buyer and Seller agree that the margin scheme is to apply,
- in respect of the sale of the Property.
- 24.6 If this Contract says the sale is a taxable supply, does not say the margin scheme applies to the sale of the Property, and the sale is in fact not a taxable supply, then the Seller must pay the Buyer on Completion an amount of one-eleventh of the Price.
- 24.7 Unless the margin scheme applies the Seller must, on Completion, give the Buyer a tax invoice for any taxable supply by the Seller by or under this Contract.
- 25. Power of attorney**
- 25.1 Any party who signs this Contract or any document in connection with it under a power of attorney must, on request and without cost, provide the other party with a true copy of the registered power of attorney.
- 26. Notices claims and authorities**
- 26.1 Notices, claims and authorities required or authorised by this Contract must be in writing.
- 26.2 To serve a notice a party must:
- 26.2.1 leave it at; or
 - 26.2.2 send it by a method of post requiring acknowledgment of receipt by the addressee to,
- the address of the person to be served as stated in the Schedule or as notified by that person to the other as that person's address for service under this Contract; or
- 26.2.3 serve it on that party's solicitor in any of the above ways; or
 - 26.2.4 deliver it to an appropriate place in the facilities of a document exchange system in which the recipient solicitor has receiving facilities (and in the latter case service is deemed effected on the Business Day following delivery); or
 - 26.2.5 transmit it by email to a party's solicitor to the email address for that solicitor as stated in the Schedule or as notified by that solicitor to the other solicitor as the email address for service under this Contract.
- 26.3 A party's solicitor may give a notice, claim or authority on behalf of that party.
- 27. Unit title**
- 27.1 The following clauses 28 to 39 inclusive apply if the Property is a Unit.
- 28. Definitions and interpretation**
- 28.1 A reference in these clauses 28 to 39 inclusive to a section or Part is a reference to a section or Part of the Unit Titles Management Act.
- 28.2 For the purposes of a claim for compensation pursuant to clause 39, the provisions of clause 17 will apply provided that clause 17.1.1(c) is amended to read "the Buyer does not give notice to the Seller waiving the claim, or so much of it as exceeds 5% of the Price within 14 days after receiving the notice".
- 29. Title to the Unit**
- 29.1 Clauses 3.1, 3.2 and 3.3 do not apply.
- 29.2 The Unit Title is or will before Completion be granted under the Planning Act and is or will before Completion be registered under the *Land Titles (Unit Titles) Act 1970* (ACT).
- 29.3 The Unit Title is transferred subject to the Units Plan under which the lease to the Unit is held.
- 30. Buyer rights limited**
- 30.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any Breach of Covenant of the Unit Title, any breach of the

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

31. Adjustment of contribution

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

32. Inspection of Unit

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

33. Seller warranties

- 33.1 The Seller warrants that at the Date of this Contract:
- 33.1.1 to the Seller's knowledge, there are no unfunded latent or patent defects in the Common Property or Owners Corporation assets, other than the following:
 - (a) defects arising through fair wear and tear; and
 - (b) defects disclosed in this Contract;
 - 33.1.2 the Owners Corporation records do not disclose any defects to which the warranty in clause 33.1.1 applies;
 - 33.1.3 to the Seller's knowledge, there are no actual, contingent or expected unfunded liabilities of the Owners Corporation that are not part of the Owners Corporation's normal operating expenses, other than liabilities disclosed in this Contract;
 - 33.1.4 the Owners Corporation records do not disclose any liabilities of the Owners Corporation to which the warranty in clause 33.1.3 applies;
 - 33.1.5 the Seller or any occupier of the Unit has not committed any act or omission which may cause the Owners Corporation to incur any costs or perform any repairs;
 - 33.1.6 there is no amount payable to the Owners Corporation by the Seller other than a contribution due under section 78 and section 89 of the Unit Titles Management Act; and
 - 33.1.7 except for an unregistered Units Plan, the rules of the Owners Corporation are, as appropriate:
 - (a) as set out in Schedule 4 to the Unit Titles Management Act; or

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

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

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

- 33.2 For clauses 33.1.1 to 33.1.4 inclusive, a Seller is taken to have knowledge of a thing if the Seller has actual knowledge, or ought reasonably to have knowledge, of that thing.
- 33.3 The Seller warrants that at Completion to the Seller's knowledge, there are no circumstances (other than circumstances disclosed in this Contract) in relation to the affairs of the Owners Corporation likely to significantly prejudice the Buyer.
- 33.4 For the purposes of clause 7, Property includes the Common Property.
- 33.5 These warranties are in addition to those given in clause 7.

34. Damage or destruction before Completion

- 34.1 If the Unit is destroyed or substantially damaged before Completion not due to the fault of either party then either party may by notice to the other rescind and clause 21 applies.
- 34.2 For the purposes of clause 34.1, the Unit is deemed to be substantially damaged if though not destroyed is unfit for the use to which it was being put at the Date of this Contract or, if not being used at that time, for the purpose permitted by the Unit Title.

35. Notice to Owners Corporation

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

36. Unit Title Certificate

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

37. Unregistered Units Plan

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

- 37.1 This clause 37 applies if at the Date of this Contract, the Units Plan has not been registered.
- 37.2 The Seller must attach a copy of the proposed Units Plan or a sketch plan showing the location and dimensions of the Unit sufficient to enable the Buyer to determine the location and dimensions of the Unit in relation to other units and the Common Property in the proposed development.
- 37.3 If the Units Plan is not registered by the date specified in the Schedule, or elsewhere in this Contract, the Buyer may at any time after that date by notice served on the Seller require that the Units Plan be registered within 14 days of the service of the notice. If the Units Plan is not registered within the time limited by the notice the Buyer may at any time after expiry of the time in the notice rescind and clause 21 will apply.
- 37.4 If the Seller notifies the Buyer that the Units Plan is registered before rescission under this clause, the Buyer will not be entitled to rescind under this clause.
- 37.5 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:
- 37.5.1 any minor variations to the Unit between the plan attached, and the Units Plan registered by the Registrar General; or
- 37.5.2 any minor alterations required by an authority or the Registrar General in the number, size, location or Unit Entitlement of any other unit in the Units Plan or in or to the Common Property provided the proportion of the Unit Entitlement of the Unit to the other units in the Units Plan is not varied.

In this clause, a minor variation is any variation less than 5% to either the size or value of the Unit described in the plan attached.

- 37.6 After the Owners Corporation has been constituted under section 8, the Seller must cause the Owners Corporation to comply with the rules of the Owners Corporation and with Parts 2, 3, 4, 5 and 7 to the extent to which the Owners Corporation is required by law to comply with those provisions up to the Date for Completion.
- 37.7 The Seller must not permit the Owners Corporation to vary the rules of the Owners

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

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

38. Rescission of Contract

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

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

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

39. Claims for compensation

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

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

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

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

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

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

40. Community title

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

41. Definitions and interpretation

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

42. Buyer rights limited

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

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

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

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

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

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

46. Incomplete development of Community Title Scheme

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

47. Incomplete development of Lot

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

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

48. Required first or top sheet

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

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

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

51. Foreign Resident Withholding Tax

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

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

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

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

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

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

Relevant Price means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

- (a) lodge a purchaser payment notification form with the ATO; and
- (b) give evidence of compliance with clause 51.4.2(a) to the Seller;

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

52. Deposit by Instalments

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

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

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

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

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

- 52.4 The Deposit becomes the Seller's property on Completion or on the earlier termination of this Contract by the Seller for the Buyer's default.

- 52.5 If the First Instalment of the Deposit is:

- 52.5.1 not paid on time and in accordance with clause 52.3; or
- 52.5.2 paid by cheque and the cheque is not honoured on first presentation,

the Buyer is in default and the Seller may terminate this Contract immediately by written notice to the Buyer (without the notice otherwise necessary under clause 18) and clause 19 applies. If the Seller does not terminate this Contract in accordance with this clause 52.5, then this Contract remains on foot, subject to this clause 52.5, until either the Seller terminates the Contract pursuant to this clause 52.5, or waives the benefit of this clause 52.5 pursuant to clause 52.8.

- 52.6 If the Second Instalment of the Deposit is not paid on time in accordance with clause 52.3, then the Seller cannot immediately terminate the Contract for the Buyer's breach of an essential condition. The Seller must make timing of the payment of the Second Instalment an essential condition of the Contract by serving on the Buyer a Default Notice requiring the Buyer to pay the Second Instalment within 14* days after service of the Default Notice (excluding the date of service).

- 52.7 For clarity, the Buyer must pay the full Price to the Seller, on or before Completion.

- 52.8 These clauses 52.2 to 52.8 inclusive are for the benefit of the Seller. The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of these clauses 52.2 to 52.8 inclusive is waived.

53. Residential Withholding Tax

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

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

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

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

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

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

* Alter as necessary

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

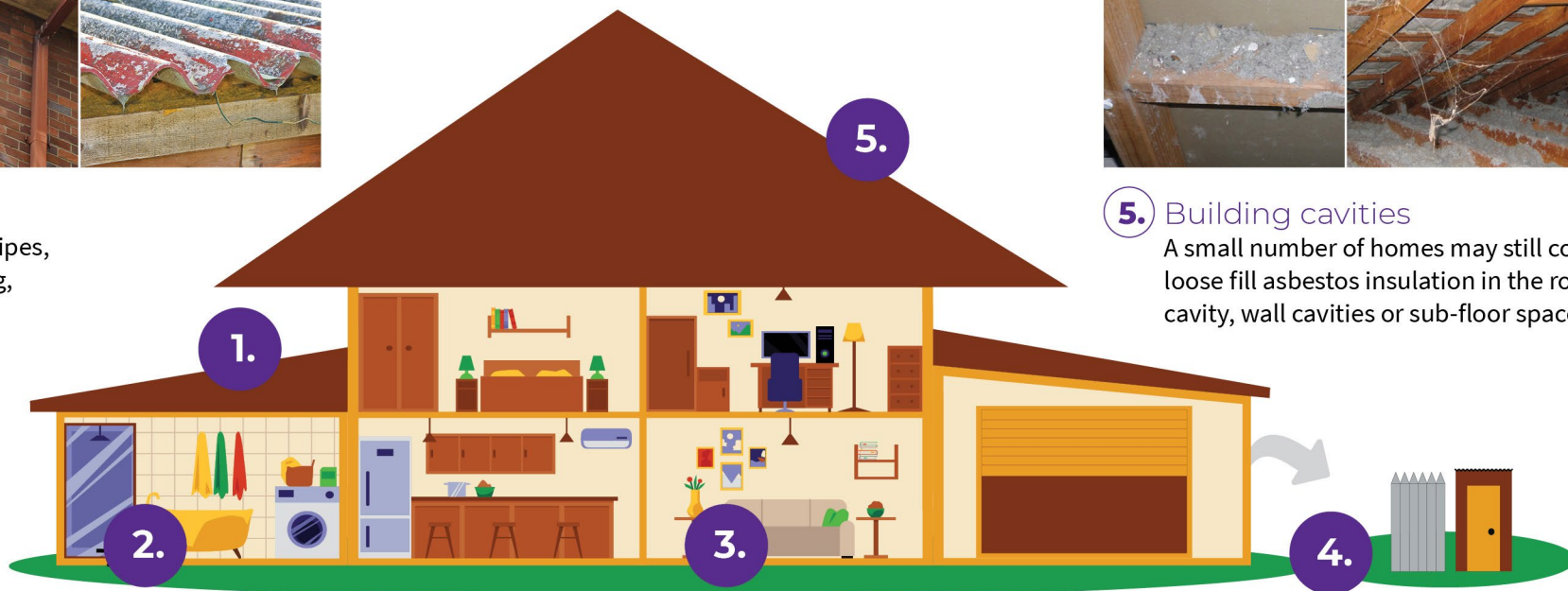
Unit 10 UP No. 585
Block 19 & 20 Section 22 Kingston
10/6 Howitt Street, Kingston ACT 2604

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.

Volume 1145 Folio 10 Edition 9

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Kingston Section 22 Block 19 on Deposited Plan 3 with 12 units on Unit Plan 585

Unit 10 (Class A) entitlement 88 of 1000, 4 subsidiaries

Kingston Section 22 Block 20 on Deposited Plan 3 with 12 units on Unit Plan 585

Unit 10 (Class A) entitlement 88 of 1000, 4 subsidiaries

Lease commenced on 01/06/2017, terminating on 31/05/2116

Proprietor

ELIZABETH LEANNE BEECH

10/6 HOWITT ST, KINGSTON, CANBERRA ACT 2615

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
14/05/2021	3073613	Mortgage to ING Bank (Australia) Limited (ACN: 000 893 292)

End of interests

Volume 1145 Folio 13 Edition 3

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Kingston Section 22 Block 19 on Deposited Plan 3 with 12 units on Unit Plan 585

Kingston Section 22 Block 20 on Deposited Plan 3 with 12 units on Unit Plan 585

Lease commenced on 01/06/2017, terminating on 31/05/2116

COMMON PROPERTY

Proprietor

The Owners - Units Plan No 585

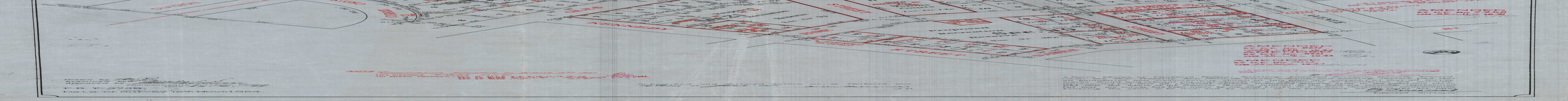
C/ Link Strata Management PO Box 154, Curtin ACT 2605

REGISTERED ENCUMBRANCES AND INTERESTS

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

Registered Date	Dealing Number	Description
28/11/2008	1604798	Application to Note Special Resolution
10/03/2020	2266437	Application to Note Special Resolution
28/01/2022	3135417	Application to Note Special Resolution
09/01/2023	3216233	Application to Note Special Resolution

End of interests



FORM 1

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN NO 505

Block 19 & 20 Section 22 Division of KINGSTON
 Register Book Volume 13 Folio 21 Deposited Plan No 2

Address of the Corporation for service of documents PO BOX 1594 CANBERRA CITY A.C.T. 2601

1. MICHAEL WILFORD HICKEY of PO BOX 21 HACKETT A.C.T.

a surveyor registered under the Surveyors Ordinance 1967, hereby certify that

1. the survey represented on this plan is accurate and has been made by me or under my immediate supervision, in accordance with the Survey Practice Directions 1967 and was completed on 30.11.1989
2. the diagram on sheet (2) shows
 - (a) the boundaries of the abovementioned parcel of land,
 - (b) ~~the boundaries of each unit that is a Class 2 unit as defined in the Unit Titles Ordinance 1970 into which the parcel is to be subdivided;~~
 - (c) the boundaries at ground level, or projected to ground level, of the extremities of each building or building in the course of erection on the parcel.
3. each building or building in the course of erection on the parcel is wholly within the parcel.
4. where part of a wall or part of a building or material attached to either encroaches beyond the boundaries of the parcel:-
 - (a) all units and unit subsidiaries shown in the diagram are wholly within the parcel,
 - (b) the diagram clearly indicates the existence of the encroachment and its nature and extent, and
 - (c) where the encroachment is onto land, other than a public place within the meaning of the Roads and Public Places Ordinance 1937, that an appropriate easement has been granted and registered as an appurtenance to the parcel.

Dated this THIRTIETH day of NOVEMBER 1989

M. Hickey
 Surveyor, Registered under the
 Surveyors Ordinance 1967

* Delete if not applicable

Delete if there is no building or building in the course of construction, on the parcel

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

Where the Units Plan indicates a part of a wall or a part of a building or material attached to either encroaches beyond the boundaries of the parcel onto a public place within the meaning of the Roads and Public Places Ordinance 1937, I do not object to the continuance of the encroachment in its present form for the life of the whole building of which the encroachment forms part or for the term of the existing Crown Lease, whichever period is the shorter.

Dated this TWENTIETH day of FEBRUARY 1990

Sharon Telling
 Minister for the Environment, Tourism and Territories Delegate of the
 Minister

Registered by me on the TWENTIETH day of FEBRUARY 1990
 at 11.00 o'clock in the AM noon, the number allocated to
 the Units Plan being 505

The terms of the lease of the units and the lease of the common property expire on the ELEVENTH day of DECEMBER 2023

G. J. MEE
 G. J. MEE Deputy
 Registrar of Titles

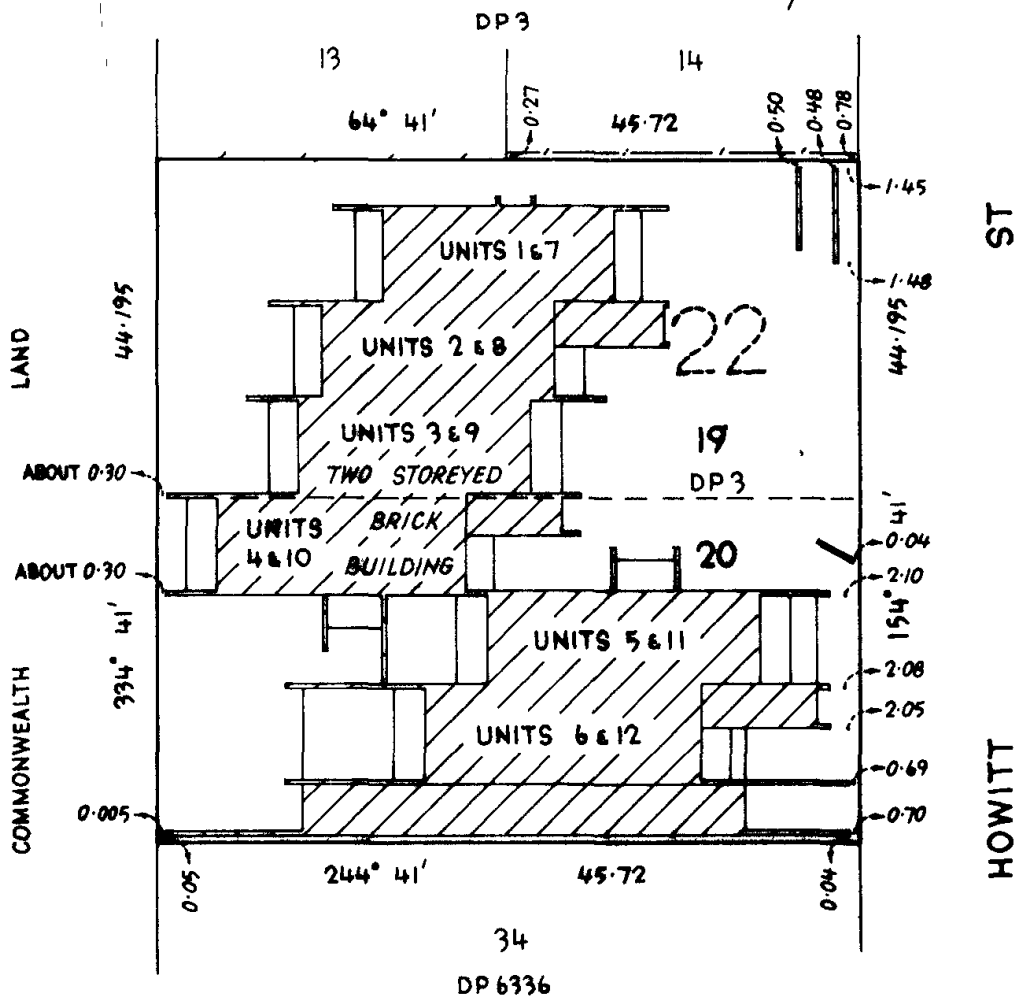


REAL PROPERTY (UNIT TITLES) ^{Act} ORDINANCE 1970**UNITS PLAN No. 585**

BLOCKS 19 & 20

SECTION 22

DIVISION OF KINGSTON

SITE PLAN

SCALE 1:400

(1) 0 5 10 20 METRES

(1) Graphic
Bar Scale

Registered Surveyor

Secretary
MYRRH PTY LTD
Applicant

Delegate of the Minister for the Arts, Sport,
the Environment, Tourism and Territories

Act

BLOCKS...19 & 20

SECTION 22.

DIVISION OF KINGSTON

[illegible]

Secretary *[Signature]* Director *[Signature]*
MYRNA, INC. *[Signature]* Applicant

Dated this twentieth day of February, 1990

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

Register Book Volume ... 1145

Folio

C. I. MEE Deputy

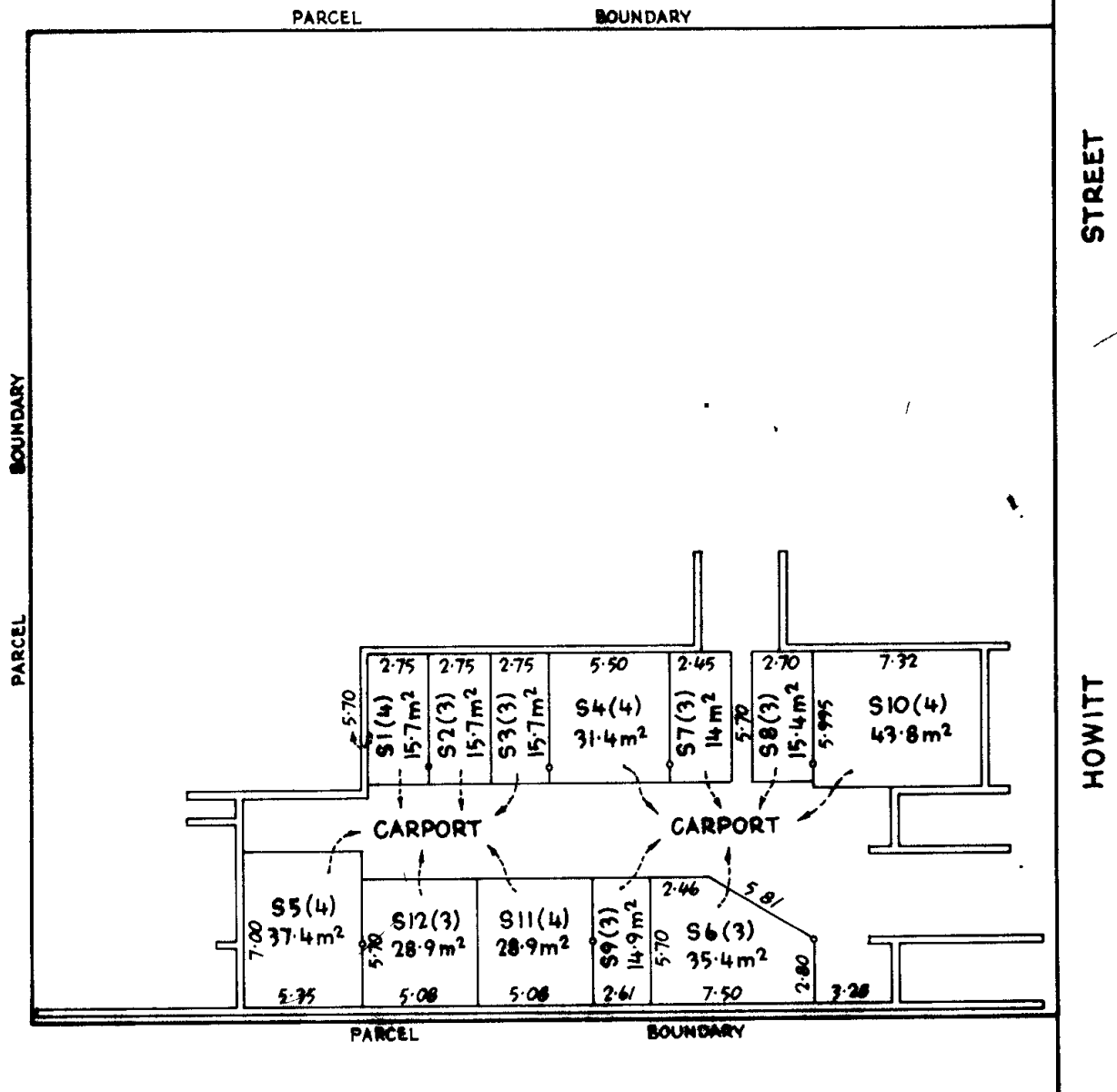
Registrar of Titles

UNITS PLAN No. 585

DIVISION OF KINGSTON

UNIT SUBSIDIARIES

LOWER GROUND



(1) 0 5 10 METRES

1) Graphic Bar Scale

Secretary *Chambers* MYRH PTY LTD Applicant *Chambers*

* ~~Delegate of the Minister for the Arts, Sport,
the Environment, Tourism and Territories.~~

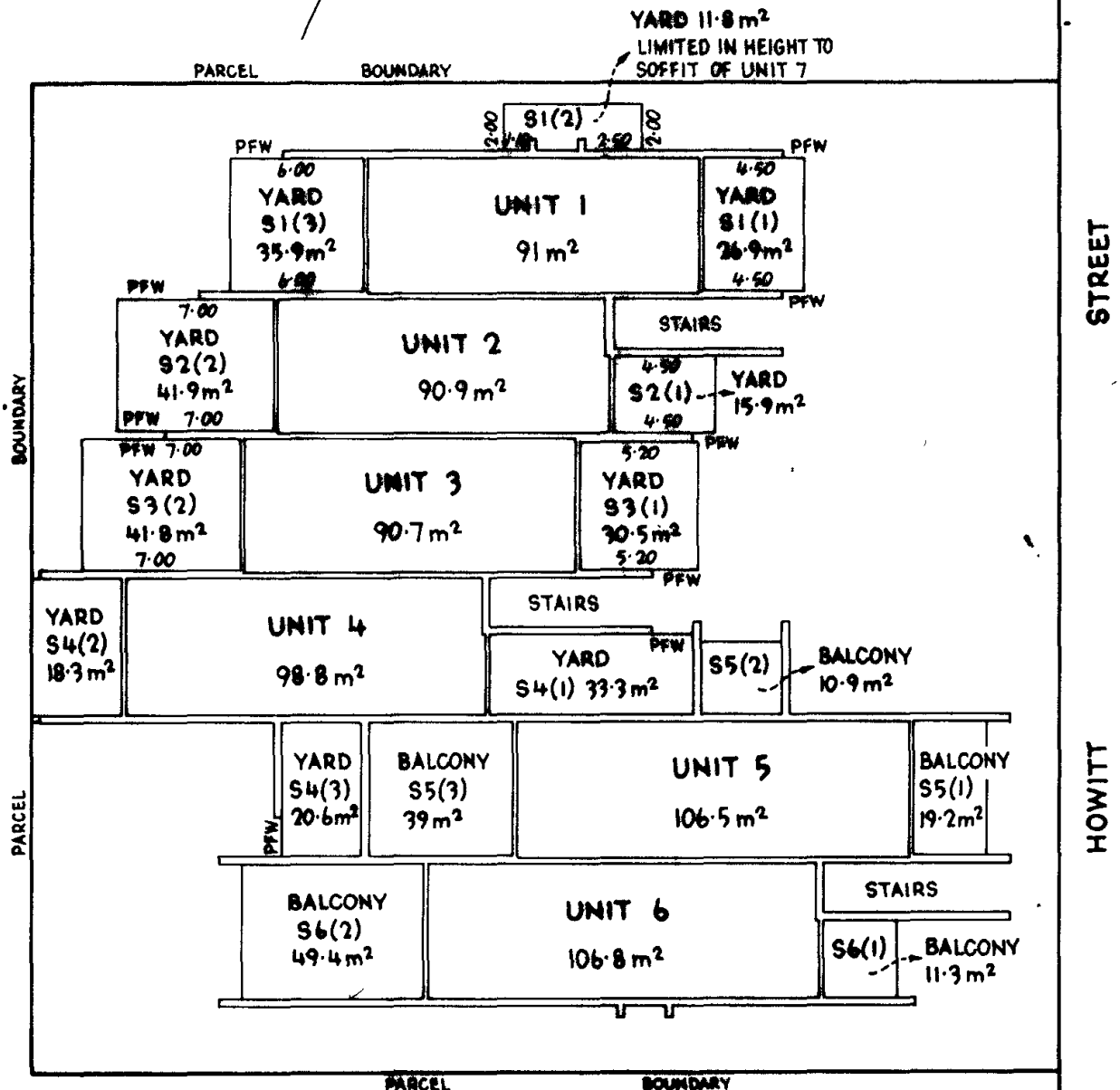
REAL PROPERTY (UNIT TITLES) ^{Act} ORDINANCE 1970

UNITS PLAN No. 585

BLOCKS. 19 & 20

SECTION. 22

DIVISION OF KINGSTON

ONE LEVEL CLASS A UNITS
AND UNIT SUBSIDIARIESFLOOR PLAN
GROUNDYARD SUBSIDIARIES ARE
LIMITED IN HEIGHT TO THE
LEVEL OF THE SOFFIT OF
THE BALCONY ABOVE THEM
(EXCEPTING YARD S1(2))

SCALE 1:250

(1) 0 5 10 METRES

NOTE: PFW = PROJECTION
OF FACE OF WALL1) Graphic
Bar Scale

Secretary

MYRRH PTY LTD

Applicant

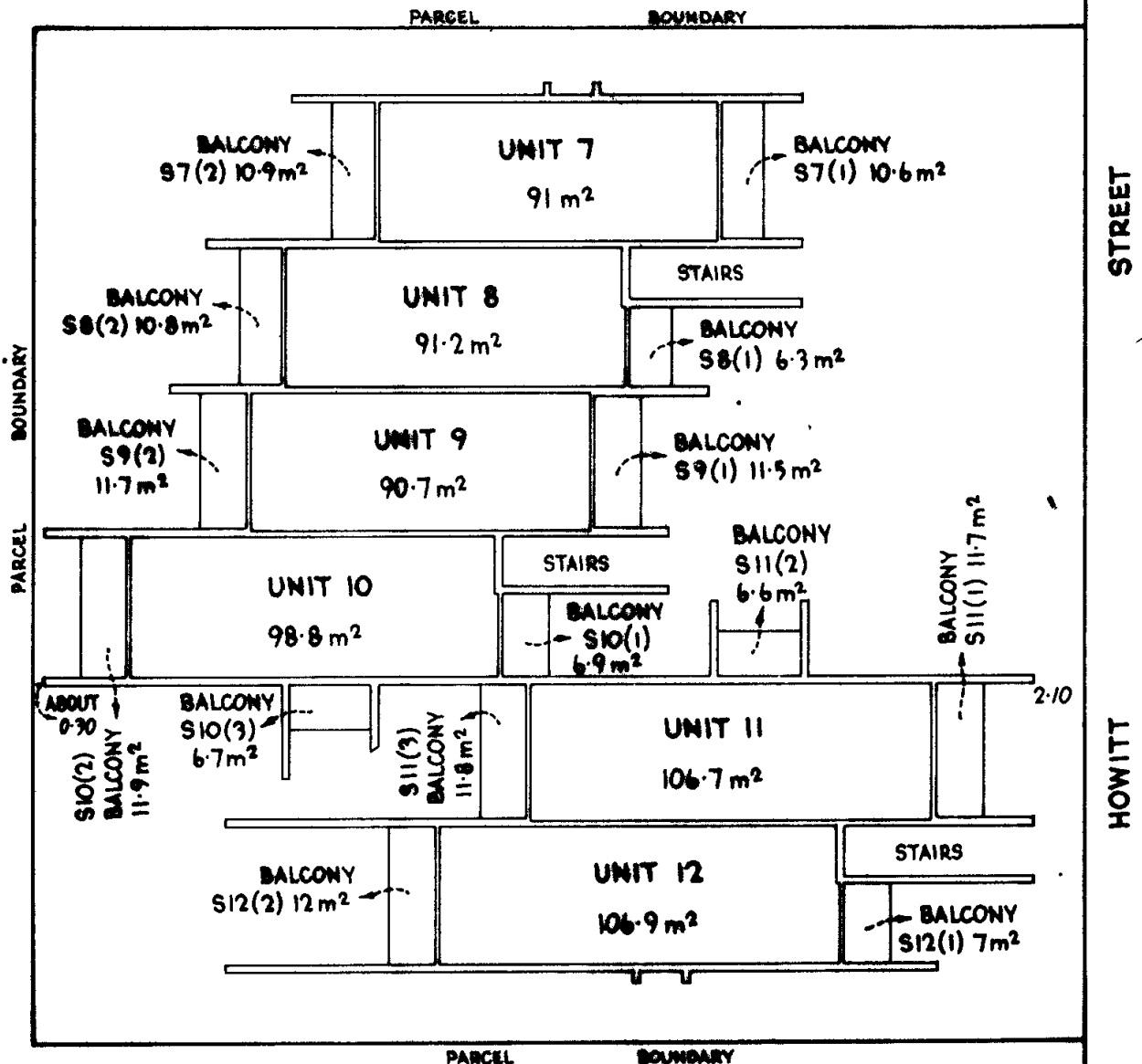
Delegate of the Minister for the Arts, Sport,
the Environment, Tourism and Territories.

UNITS PLAN No. 585

BLOCKS 19 & 20

SECTION 22

DIVISION OF KINGSTON

ONE LEVEL CLASS A UNITS
AND UNIT SUBSIDIARIES**FLOOR PLAN
FIRST**

SCALE 1:250

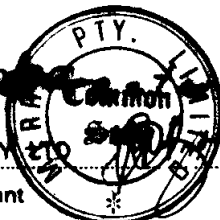
(1) 0 5 10 METRES

1) Graphic
Bar Scale

Secretary

MYRRH PTY. LTD.

Applicant



Delegate of the Minister for the Arts, Sport,
the Environment, Tourism and Territories.

FORM 4

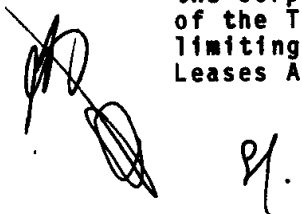
Real Property (Unit Titles) Act 1970

UNITS PLAN No. 585

Blocks 19 & 20 Section 22 Division of KINGSTON

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

1. The term of the lease of each of the units expires on the eleventh day of December Two thousand and twenty three.
2. The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded.
3. Each of the Lessees of Units Nos. 1-12 inclusive covenants with the Commonwealth of Australia (hereinafter called "the Commonwealth") in respect of his relevant unit as follows:-
 - (a) to pay to the Territory 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 Territory relating thereto and served on the Lessee;
 - (b) to use the unit for residential purposes only as a single unit private dwelling house;
 - (c) not to use any unit subsidiary to that unit as a habitation;
 - (d) not to make any structural alterations to the unit or any unit subsidiary thereto without the previous approval in writing of the Territory;
 - (e) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Territory the unit and any unit subsidiary to that unit;
 - (f) if and whenever the Lessee fails to maintain repair or keep in repair the unit or any unit subsidiary the Territory may by notice in writing to the Lessee specifying the wants of repairs require the Lessee to effect repairs in accordance with the said notice or if the Territory is of the opinion that a building part of a building or other improvement is beyond reasonable repair the Territory may require the Lessee to remove a building or part of a building or other improvement and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Territory may in writing allow the Lessee has not effected the said repairs or removed the said building part of the building or other improvement any person or persons duly authorised by the Territory with such equipment as is necessary may enter the unit and unit subsidiary and effect the said repairs or demolish and remove the building part of the building or other improvement and all expenses incurred by the Territory in effecting such repairs or demolition and removal shall be paid by the Lessee to the Territory 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 Territory by the Lessee;
 - (g) to permit any person or persons authorised by the Territory to enter the unit or unit subsidiary at all reasonable times and in any reasonable manner and inspect the unit and unit subsidiary;
 - (h) to pay to the Territory or any statutory authority his proportion being the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Corporation to the Territory or a statutory authority (but which has not been paid by the Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the City Area Leases Act 1936 and the Unit Titles Act 1970.



4. It is mutually covenanted and agreed by the Commonwealth and each of the Lessees of all the units as follows:-

(a) the Lessee may at any time upon payment of all rent and other moneys due to the Territory under this lease surrender this lease to the Commonwealth but subject to any law of the Territory to the contrary the Lessee shall not be entitled to receive any compensation from the Territory or from the Commonwealth in respect of such surrender or in respect of any improvements comprising the unit;

(b) that if -

(i) the unit is at any time not used for a period of one year for the purpose for which this lease is granted; or

(ii) the Lessee shall commit or suffer a breach of any other covenant contained or implied in this lease

the Territory on behalf of the Commonwealth may determine this lease but without prejudice to any claim which the Territory or the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;

(c) that any extension of terms for all the leases shall be in accordance with the provisions of the Unit Titles Act 1970;

(d) any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Territory and delivered to or sent in a prepaid letter addressed to the Lessee at the unit or at its registered office or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the unit;

(e) any and every right power and or remedy conferred on the Commonwealth the Territory or the respective Ministers hereunder or implied by law may be exercised on behalf of the Commonwealth, the Territory or the respective Ministers as the case may be by -

i) the Minister;

ii) an authority or person for the time being authorised by the Minister or by law to exercise those powers or functions of the Territory the Commonwealth or the respective Ministers; or

iii) the person to whom the Minister has delegated all his powers or functions under the said City Area Leases Act 1936 or any Statute or Ordinance in substitution therefor;

(f) if the Lessee shall -

(i) consist of one person the word "Lessee" shall where the context so admits or requires be deemed to include the Lessee and the executors administrators and assigns of the Lessee;

(ii) consist of two or more persons the word "Lessee" shall where the context so admits or requires in the case of a tenancy in common be deemed to include the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and the executors administrators and assigns of the survivor of them;

(iii) be a corporation the word "Lessee" shall where the context so admits or requires be deemed to include such corporation and its successors and assigns;



(g) in this schedule "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.

(h) in this schedule "Minister" means the Territory Minister for the time being administering the City Area Leases Act 1936 or any Statute or Ordinance substituted therefor.

(i) In this schedule "unit" means the leased land and the building and other improvements including any unit subsidiaries constructed or to be constructed on a part of the relevant parcel shown on the Units Plan as a unit;

(j) in this schedule "the respective Ministers" means any Minister of State of the Commonwealth or any Minister for the Territory;

(k) in this schedule "unit subsidiaries" has the same meaning as in the Unit Titles Act 1970.

6. Each of the Lessees of Units Nos. 1-12 inclusive acknowledges that the building or buildings erected on the parcel of land defined as Blocks 19 & 20 Section 22 Division of Kingston on Deposited Plan Number 3 in the office of the Registrar of Titles at Canberra in the Australian Capital Territory shall contain not more than 12 residential units in total and will have a maximum gross floor area not greater than 1350 square metres excluding carparking.

DATED the

ninth fourteenth

day of

February

1990.

Stuart Collins

STUART COLLINS,
Delegate of the Chief Minister

The Common Seal of
MYRRH PTY LIMITED
was hereto affixed by
the authority of the board of Directors
in the presence of



Secretary

Director

FORM 5

Real Property (Unit Titles) Act 1970

UNITS PLAN No. 585

Blocks 19 & 20 Section 22 Division of KINGSTON

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

1. The term of the lease expires on the eleventh day of December Two thousand and twenty three.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. The Proprietors - Units Plan No. 585 (hereinafter called "the Corporation") covenants with the Commonwealth of Australia (hereinafter called "the Commonwealth") as follows:-
 - (a) to pay to the Territory 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 Territory relating thereto and served on the Corporation;
 - (b) to use the common property for the purpose of performing its duties exercising its powers and performing its functions imposed or conferred on it by the Unit Titles Act;
 - (c) not to erect any building or make any structural alterations in any building or part of a building or other improvements on the common property without the previous approval in writing of the Territory;
 - (d) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Territory all buildings parts of buildings landscaping storage areas covered car parking hardstanding car parking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the land forming the common property;
 - (e) except where necessary for compliance with paragraph (d) of this clause not to install any services or make any alterations in any of the services or any part of the services situated in or on the land forming the common property without the previous approval in writing of the Territory;
 - (f) if and whenever the Corporation fails to maintain repair or keep in repair any building part of a building landscaping storage areas covered car parking hardstanding car parking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives or other improvements on the common property or to repair or keep in good working order the services or any parts thereof situated in or on the land forming the common property the Territory may by notice in writing to the Corporation specifying the wants of repairs require the Corporation to effect repairs in accordance with the said notice or if the Territory is of the opinion that a building part of a building or other improvement or any part or parts of the services are beyond reasonable repair the Territory may require the Corporation to remove a building part of a building

or improvement or to replace the part or parts of the services and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Territory may in writing allow the Corporation has not effected the said repairs or removed the said building part of the building or the improvement or replaced the part or parts of the services any person or persons duly authorised by the Territory with such equipment as is necessary may enter the common property and effect the said repairs or demolish and remove the building part of the building or the improvement or replace the part or parts of the service and all expenses incurred by the Territory in effecting such repairs or demolition or removal or replacement shall be paid by the Corporation to the Territory 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 Territory by the Corporation;

- (g) to permit any person or persons authorised by the Territory to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the land forming the common property.

4. It is mutually covenanted and agreed by the Commonwealth and the 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 Territory on behalf of the Commonwealth may determine this lease but without prejudice to any claim which the Territory or the Commonwealth may have against the Corporation in respect of any breach of the covenants on the part of the Corporation to be observed or performed;
- (b) that any extension of terms for all the leases shall be in accordance with the provisions of the Unit Titles Act 1970;
- (c) any and every right power and or remedy conferred on the Commonwealth the Territory or the respective Ministers hereunder or implied by law may be exercised on behalf of the Commonwealth, the Territory or the respective Ministers as the case may be by -
- i) the Minister;
 - ii) an authority or person for the time being authorised by the Minister or by law to exercise those powers or functions of the Territory the Commonwealth or the respective Ministers; or
 - iii) the person to whom the Minister has delegated all his powers or functions under the said City Area Leases Act 1936 or any Statute or Ordinance in substitution therefor;
- (d) in this schedule "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;
- (e) in this schedule "Minister" means the Territory Minister for the time being administering the City Area Leases Act 1936 or any Statute or Ordinance substituted therefor;
- (f) in this schedule "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;

(g) in this schedule "the respective Ministers" means any Minister of State of the Commonwealth or any Minister for the Territory.

5. The Proprietors - Units Plan No. 505 acknowledge that the building or buildings erected on the parcel of land defined as Blocks 19 & 20 Section 22 Division of Kingston on Deposited Plan Number 3 in the office of the Registrar of Titles at Canberra in the Australian Capital Territory shall contain not more than 12 residential units in total and will have a maximum gross floor area not greater than 1350 square metres excluding carparking.

DATED the *ninth*
fourteenth day of *February* 1990.

Stuart Collins

STUART COLLINS.
Delegate of the Chief Minister

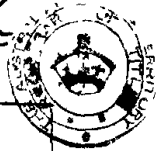
The Common Seal of
MYRRH PTY LIMITED
was here unto affixed by
authority of the Board of Directors
in the presence of



X
Secretary

X
Director

C. I. MEE
Registrar of Titles
C. I. MEE Deputy



ACT GOVERNMENT
Land Titles Act 1925
Land Titles (Unit Titles) Act 1970
Unit Titles Act 2001
Registrar-General's Office



SR\$1604798

10/11/2008 13:06:45 SKILN

1604798



SR

Form 094

SPECIAL RESOLUTION

Lodging Party **Peter Salapatas**
0439 828 800
LTO Box Number or Address
PO Box 4266
Kingston ACT 2604

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

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

1. LAND

Vol:Fol	Edition	District/Division	Section	Block
1145-13	0	KINGSTON	22	19 & 20

2. UNITS PLAN NUMBER

585

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

SEE ATTACHED DRAFT MINUTES OF AGM 27/09/2008

4. SUPPORTING DOCUMENTATION

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

5. DATE

27 OCTOBER 2008

6. EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL

Common Seal affixed in the presence of:

Signature 	Signature
CHRIS MOORE Full Name (Block Letters)	ROWAN BASIL-JONES Full Name (Block Letters)
10/6 HOWITT STREET KINGSTON ACT 2604 Address	3/6 HOWITT STREET KINGSTON ACT 2604 Address
MEMBER Office Held	MEMBER Office Held

7. LAND TITLE OFFICE USE ONLY

Examined by		Annexures	Minutes/Resolution/Motion
Data Entered by			
Registered by 		Registration Date	28 NOV 2008

MINUTES OF 2008 ANNUAL GENERAL MEETING

**Meeting held at the ACT Rugby Union Club, Blackall Street Barton
on Saturday, 27 September 2008 at 2:00 pm.**

PRESENT

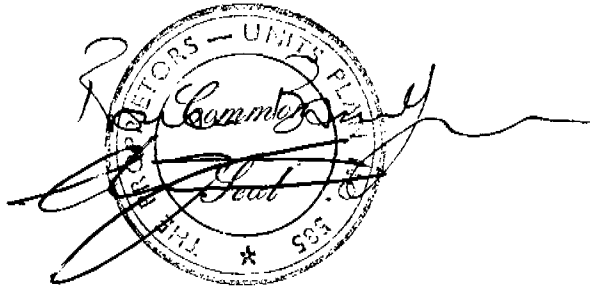
Dr Andrei Rode
Ms Rowan Basil-Jones
Dr Chris Moore

IN ATTENDANCE

Mr Peter Salapatas

APOLOGIES

Ms L Barry & Mr S Collins
Mr L Harris



Executive Committee representative, Dr Chris Moore, welcomed all, and thanked owners who had appointed proxies. Dr Moore proceeded to give an explanation regarding quorum requirements.

QUORUM

Dr Moore announced that as less than fifty percent (50%) of owners were represented, a reduced quorum meeting (Unit Titles Act 2001 Section 99[2]) would commence half an hour after the scheduled start time. Decisions made at this meeting will become effective twenty-one (21) days after the meeting date. A reduced quorum decision will be disallowed if the Owners Corporation (OC) receives a petition signed by a majority of owners who are financial and entitled to vote at the meeting and which is received within this twenty-one (21) day period.

REPORTS

Dr Moore announced that the half-hour delay in proceedings would be used for reports which do not require formal motions or adoption by the meeting. Dr Moore proceeded with an update on the changes to the Unit Titles Act.

FORMAL COMMENCEMENT OF AGM

At 2:30 pm Dr Moore announced the formal start of the meeting.

1. ELECTION OF CHAIRMAN

MOTION

'Chris Moore is nominated to chair this meeting.'

Moved: Rowan Basil-Jones

Seconded: Andrei Rode

CARRIED

3. ACCEPTANCE OF PROXIES

Proxies were received from Ms Barry and Mr Harris. Both proxies held by the Chairman.

MOTION

'That the proxies and apologies received for this meeting be accepted.'

Moved: Andrei Rode Seconded: Rowan Basil-Jones CARRIED

4. ADOPTION OF MINUTES OF 2007 AGM

MOTION

'That the minutes of the Annual General Meeting held on 20 December 2007 are a true and accurate record of that meeting.'

Moved: Rowan Basil-Jones Seconded: Andrei Rode CARRIED

5. MATTERS ARISING FROM PREVIOUS MINUTES

The Executive Committee advised that matters arising from the minutes of the 2007 AGM would be dealt with under relevant agenda items.

6. ACCEPTANCE OF FINANCIAL STATEMENTS 2007/08

MOTION

'That the financial statements for the 2007/08 financial year as presented be accepted.'

Moved: Andrei Rode Seconded: Rowan Basil-Jones CARRIED

It was noted that a revised 2007/08 profit and loss statement showing actual expenditure reallocated to correct budget categories be provided to owners with the minutes of this meeting.

The Executive Committee reported that it had reviewed the accounts for the 2006/07 financial year which had not been approved at the 2007 AGM and proposed that they now be accepted.

The Executive Committee reported that the 2007/08 financial statements were based on statements prepared by three strata management providers using four sets of software and there had inevitably been some errors in the allocation of income and expenses. The Committee was satisfied that the bottom line figures for the administration fund and the sinking fund are correct. However, having undertaken a line item audit of the 2007/08 financial data, the Committee wished to see income and expenditure reallocated to correct budget categories, confirming that

expenditure for the period aligns with the 2007/08 budget and the proposed 2008/09 budget. It was agreed that the amended figures would be circulated with the minutes of this meeting.

Dr Rode sought clarification on the balance of the sinking fund and whether it was negative. The Chair confirmed that it was and that this was the reason for motion 5 on the agenda.

7. ACCEPTANCE OF BUDGET 2008/09

The Executive Committee presented the proposed budget for 2008/09 and advised that, while there were some changes to line items, the total administration and sinking fund budgets had not been changed from the previous year. It reported that no increase in quarterly levies was proposed for 2008/09. This recognised that there had been an increase of around 25 per cent over the past couple of years. This was despite the fact that there had been an increase in strata management fees over the past year of around 275 per cent.

MOTION – SPECIAL RESOLUTION

'That the proposed administrative fund budget of \$32,000 and the sinking fund budget of \$3,200 for the 2008/09 financial year as presented be accepted.'

Moved: Rowan Basil-Jones

Seconded: Andrei Rode

CARRIED

8. TRANSFER FROM ADMINISTRATIVE FUND

The meeting noted the negative balance of the sinking fund and that this could be attributed to the use of funds over the last two years to carry out improvements to the complex. The Committee reported that, while the refurbishment of the foyers/stairwells had been completed, other work on the common property was required.

MOTION – SPECIAL RESOLUTION

'That \$10,000 be transferred from the administration fund accrued surplus to the sinking fund.'

Moved: Andrei Rode

Seconded: Rowan Basil-Jones

CARRIED

9. SPECIAL LEVY

The Executive Committee reported that, when the Owners Corporation had agreed to proceed with a refurbishment program at the 2006 AGM, it had estimated that the cost of refurbishment (principally of the foyers/stairwells) would be in the vicinity of \$32,000. At that time, owners had noted that a special levy of \$10,000 would be required to contribute towards the cost of the work. While the actual expenditure had been

under \$27,000, some items were still outstanding and the Committee had identified additional areas where there is a need for upgrading, refurbishment or replacement of capital items (to be discussed in General Business).

MOTION – SPECIAL RESOLUTION

'That a Special Levy of \$10,000 be imposed for the 2008/09 levy period.'

Moved: Rowan Basil-Jones Seconded: Andrei Rode **CARRIED**

10. APPOINTMENT OF EXECUTIVE COMMITTEE

The following were nominated to be members of the Executive Committee:

Dr Chris Moore; Dr Andrei Rode; and Ms Rowan Basil-Jones

The Chairman thanked the previous Executive Committee for their work during the year.

11. AMENDMENT OF ARTICLES

MOTION – SPECIAL RESOLUTION

Default Article 4 (1) be amended to read:

4 Erections and alterations

- (1) A unit owner may erect or alter any structure in or on the unit or the common property only –
- (a) In accordance with the express permission of the owners corporation by special resolution; and
 - (b) In accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).

Moved: Rowan Basil-Jones Seconded: Andrei Rode **CARRIED**

MOTION – SPECIAL RESOLUTION

That the following clauses be added to Default Article 9:

9 Animals and birds

- (5) The period for which permission may be granted shall continue for so long only as the animal referred to in the original approval is living.
- (6) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot, then the owner or occupier must
 - (a) keep the animal within the lot;
 - (b) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal; and
 - (c) ensure that the animal does not cause unreasonable interference (including in relation to the generation of noise) to owners or occupiers of any other unit.

Moved: Rowan Basil-Jones

Seconded: Andrei Rode

CARRIED

MOTION – SPECIAL RESOLUTION

That the following clause be added to Default Article 12:

12 Seal of owners corporation

- (2) The Managing Agent may attach and witness the seal of the owners corporation to documents issued under section 75 of the *Unit Titles Act 2001* on behalf of the owners corporation.

Moved: Rowan Basil-Jones

Seconded: Andrei Rode

CARRIED

MOTION – SPECIAL RESOLUTION

That a new article 13 be added:

Damage to common property

- (1) An owner or occupier of a lot must not damage or deface any structure that forms part of the common property without the written approval of the owners corporation.
- (2) This article does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot; or
 - (b) any screen or other device to prevent entry of animals or insects on the lot;

providing that any such locking or safety device, screen or structure is installed in a competent and proper manner, is maintained and kept in a state of good and serviceable repair, and has the appearance, after it has been installed, in keeping with the appearance of the rest of the building.

- (3) An owner of a lot must repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen or structure.
- (4) The cost of repairs for damage to common property by an owner or occupier of a unit will be charged to the owner of that unit.

Moved: Rowan Basil-Jones Seconded: Andrei Rode CARRIED

MOTION – SPECIAL RESOLUTION

That a new article 14 be added:

Moving furniture and other objects on or through the common property

- (1) An owner of a lot must repair damage by an occupier, visitor or contractor attending the unit to any part of the common property caused by moving furniture or other objects on or through the common property.

Moved: Rowan Basil-Jones Seconded: Andrei Rode CARRIED

MOTION – SPECIAL RESOLUTION

That a new article 15 be added:

Obstruction of common property

- (1) An owner or occupier of a lot must not obstruct use of the common property by any person except on a temporary and non-recurring basis.
- (2) A unit owner or an agent of a unit owner must not erect a sign, including a sign advertising a unit for sale or lease, on the common property.
- (3) An owner or occupier of a lot must not use the common property visitors' car park for parking of vehicles on a regular or permanent basis.

Moved: Rowan Basil-Jones Seconded: Andrei Rode CARRIED

MOTION – SPECIAL RESOLUTION

That a new article 16 be added:

Preservation of fire safety

- (1) An owner or occupier of a lot must not do anything on the lot or common property that is likely to obstruct access to or affect the operation of fire safety devices in the lots or common property.

Moved: Rowan Basil-Jones Seconded: Andrei Rode CARRIED

MOTION – SPECIAL RESOLUTION

That a new article 17 be added:

Repairs and maintenance – courtyard fences

- (1) Responsibility and liability for the maintenance of, and keeping in a state of good and serviceable repair, a fence, wall or other structure dividing a lot owner's unit subsidiary (courtyard) from the common property are to be shared jointly by the owners corporation and the owner of the relevant lot and unit subsidiary.
- (2) In this article, 'maintenance' means repair, replacement, renewal or restoration.

Moved: Rowan Basil-Jones Seconded: Andrei Rode CARRIED

MOTION – SPECIAL RESOLUTION

That a new article 18 be added:

Floor coverings or surfaces

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) An owner may not install a timber or tiled finish on floor space unless the owner provides the executive committee with certification by an accredited acoustic consultant that the installation complies with the relevant Environmental Protection Authority guidelines and Australian Standards relating to noise and vibration.
- (3) This article does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

Moved: Rowan Basil-Jones Seconded: Andrei Rode CARRIED

MOTION - SPECIAL RESOLUTION

That a new article 19 be added:

Installation of air conditioners

- (1) An owner of a lot must not create any noise on a lot or the common property through the operation of an air conditioner that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or the right of the owner or occupier of another lot to natural ventilation without noise nuisance.
- (2) An owner of a lot should not locate air conditioning equipment adjacent to noise sensitive locations, including windows of bedrooms and living areas and outdoor entertaining areas of neighbouring properties.
- (3) An owner of a lot should place an air conditioning unit in a location that provides the greatest distance between the air conditioner and neighbours.
- (4) Permission will normally be granted for an owner to install an air conditioner, including, as appropriate, through the use of a portion of the common property roof, providing that the installation is consistent with the owners corporation's Guidelines for the Installation of Air Conditioning.

Moved: Rowan Basil-Jones

Seconded: Andrei Rode

CARRIED

MOTION - SPECIAL RESOLUTION

That a new article 20 be added:

Connection of commercial telecommunications facility

- (1) Permission will normally be granted for an owner to install equipment and infrastructure for the connection of a commercial telecommunications service (eg FOXTEL), including the use of a portion of the common property roof for the erection of a satellite dish, subject to certain conditions and providing that the installation is consistent with the owners corporation's Guidelines for the Installation of a Commercial Telecommunications Service.

Moved: Rowan Basil-Jones

Seconded: Andrei Rode

CARRIED

MOTION – SPECIAL RESOLUTION

That a new article 21 be added:

Storage in garage or common property areas

- (1) An owner or occupier of a lot must not store any appliances, furniture, car parts, unregistered cars, equipment or materials, or any other possessions, in the garage (either in the car space(s) designated for the exclusive use of the owner or occupier of a lot or in common property areas of the garage), the visitors' car park or on any other part of the common property, without the express permission of the executive committee.
- (2) This article does not apply to bicycles which may be parked in the car space(s) designated for the exclusive use of the owner or occupier of a lot.
- (3) The owners corporation executive committee may store materials, equipment or items required for the maintenance of the common property in an area of the garage designated for that exclusive use and purpose.

Moved: Rowan Basil-Jones

Seconded: Andrei Rode

CARRIED

MOTION – SPECIAL RESOLUTION

That a new article 22 be added:

Balconies

- (1) A unit owner or occupier must not hang any washing, towel, bedding, clothing or other article on a balcony or balcony railing such that it is visible from the Howitt Street frontage of the building.
- (2) A unit owner must not place a clothes drying device, bicycle, equipment or other personal item on a balcony such that it is visible from the Howitt Street frontage of the building.

Moved: Rowan Basil-Jones

Seconded: Andrei Rode

CARRIED

MOTION – SPECIAL RESOLUTION

That a new article 23 be added:

Waste disposal

- (1) An owner or occupier of a lot must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers of other lots.
- (2) An owner or occupier of a lot must ensure that before garbage, recyclable material or waste is placed in the shared receptacles, it is separated in accordance with the applicable recycling guidelines and, in the case of garbage, is securely wrapped or, in the case of tins or other containers, completely drained.
- (3) An owner or occupier of a lot must not place in the garbage hopper or recycling bins any waste items which require an alternative method of disposal (eg batteries, car parts, furniture, computer monitors) and is expected to use the appropriate ACT Government waste or recycling facilities provided for these purposes.
- (4) An owner or occupier must not dispose of large items of packaging material, removalist cartons or other packing or similar material in the garbage hopper or recycling bins provided for the shared use of all occupiers or in the area for common property set aside for the waste facilities.

Moved: Rowan Basil-Jones

Seconded: Andrei Rode

CARRIED

MOTION – SPECIAL RESOLUTION

That a new article 24 be added:

Contractors and visitors to comply with the articles

- (1) An owner or his/her agent must ensure that any contractor or visitor attending the unit complies with the requirements set out in the articles and will be held liable for any non-compliance.

Moved: Rowan Basil-Jones

Seconded: Andrei Rode

CARRIED

MOTION – SPECIAL RESOLUTION

That a new article 25 be added:

Breaches of articles

- (1) If a breach of articles occurs, a request in writing will be made by the executive committee (or by the strata manager acting on behalf of the executive committee) to the occupier of the unit asking that the breach be remedied.
- (2) If more than two similar breaches occur following the delivery of the written request, then the owners corporation will issue a formal notice to the owner of the unit to remedy the breach.
- (3) If the breach is not remedied within the time stated in the notice, the owners corporation may, under section 129 of the *Unit Titles Act 2001* remedy the breach itself.
- (4) Such remedy may take the form of the application of a financial penalty for each breach.

Moved: Rowan Basil-Jones

Seconded: Andrei Rode

CARRIED

12. INSURANCE

The former Executive Committee reported that, at the 2007 AGM it had been agreed (a) that insurance broker, OAMPS, be engaged and (b) that a valuation for insurance purposes be undertaken prior to renewal of insurance (in May 2008).

Prior to the insurance renewal date, the former Committee had considered proposals submitted by insurance broker, OAMPS, from CGU, Allianz, Zurich and CHU. It agreed to renew UP 585's insurance with Zurich Strata Insurance.

An independent valuation for insurance purposes was carried out by Herron Todd White. The valuation confirmed that UP 585 is adequately insured and that the actual insured value (\$3,975,000.00 - the previously insured amount) exceeds that recommended in the valuation (\$3,770,000.00).

The following details of UP 585's insurance coverage were noted:

Period of insurance	16/05/08 – 16/05/09
Insurer	Zurich Strata Insurance
Policy no 24 2984 071 GST	Building and common contents Legal liability Fidelity guarantee Personal accident (Voluntary workers)

	Office bearers' liability
Insured amount	\$3,975,000
Policy no 24 2984 153 GWC	Workers compensation

MOTION

'That the level of insurance cover be maintained at current levels.'

Moved: Rowan Basil-Jones

Seconded: Andrei Rode

CARRIED

13. OTHER BUSINESS

13.1 Corporate Register

It was noted that Section 70 of the *Unit Titles Act* requires the Owners Corporation to maintain a register that includes:

- the name and address for correspondence of the unit owner
- the full name of the occupier of the unit.

Unit owners are also required to provide written notice within 14 days of

- a change in the name and address of the unit owner
- a change in the occupancy of the unit.

This information is required for both security and communications purposes. The Strata Manager responded that the register would be maintained in full compliance of the legislation.

13.2 Correspondence to ACT Government agencies

At the 2007 AGM, a decision was taken to write to a number of government agencies about the adverse impact on residential amenity of the operations of some commercial premises in Section 22 Kingston; and the need for cleaning of the Block 33 public car park adjoining the rear boundary of Oakleaves. Responses have been received from ACTPLA and ACT Environment Protection Authority seeking further information. Follow up of the correspondence will be required.

13.3 Maintenance issues

A maintenance schedule put together by the former Executive Committee will form the basis of work in the short to medium-term. The items include:

Roof – preventive maintenance

Plumbing – preventive maintenance

Drainage under balconies & repairs to concrete

Water damaged cornice - entry foyer Units 3/4/9/10

New entry door – foyer of Units 1, 2, 7 & 8)

Touch-up painting

Removal of creepers/vines from exterior building walls & balcony

Garage – replacement of rear exit gate

Refurbishment of visitors' car park & garage

Light sensor

Replacement of fence between UP 585 northern boundary & car park at rear of commercial premises @ 86 Giles Street
Replacement of front courtyard fence (Unit 1)
Improvements to waste storage area
Repair of irrigation system
Completion of front garden & redevelopment of rear grounds and side garden on northern boundary.

13.4 Owners Corporation Network

The Committee noted correspondence to the Manager – UP 585 (received 24 September 2008) from the Chief Planning Officer, ACTPLA attaching a 'fact sheet' on the *Unit Titles Amendment Act 2008*.

The Chair informed the meeting that the Executive Committee would be represented at the forthcoming meeting in which representatives of the Owners Corporation Network NSW will meet with Canberra OCs on Saturday, 11 October 2008.

On behalf of the Owners Corporation, Dr Rode thanked Dr Moore for chairing the meeting.

14. CLOSE OF MEETING

The meeting closed at 3:45 pm.



SR\$2266437

03/03/2020 10:24:55 SKIPD

2266437

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
City Strata Management P/L	PO Box 6248, O'CONNOR ACT 2602	02 6156 3305

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1145:13	KINGSTON	22	19	585

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

That the Corporation of Unit Plan 585 adopt the amended Rules as attached and that they be registered.

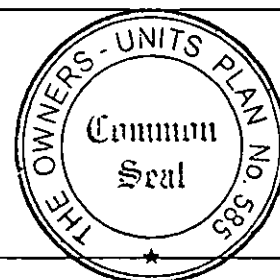
SUPPORTING DOCUMENTATION

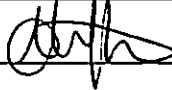
(Please tick appropriate item – Original signed copy must be supplied)

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

COMMON SEAL OF OWNERS CORPORATION

(Seal must be affixed)


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

Signature 	Signature 
Full Name RHONDA YATES	Full Name AISLINN CLIFFORD
Address PO Box 6248 O'CONNOR ACT 2602	Address PO Box 6248 O'CONNOR ACT 2602
Office Held Senior Management Team City Strata Management Pty Ltd	Office Held Senior Administrator City Strata Management Pty Ltd

OFFICE USE ONLY

Lodged by 	Annexures/Attachments	Minutes/Resolution/Motion 
Data entered by		
Registered by 	Registration Date	10 MAR 2020

To the Owners of Units Plan 585 Oakleaves
6 Howitt Street Kingston ACT
MINUTES OF THE GENERAL MEETING

Held: Thursday 25 July 2019
Time: 4:00 p.m.
Place: Offices of City Strata Management ~ 27 Torrens Street, Braddon
Present: Ms F Dauth (Power of Attorney [copy supplied] for Mr J Dauth unit 2)
Ms I Wettenhall (unit 4)
Ms D Ireland (unit 7)
Ms L Cullens (unit 12)
Mr A Rode (unit 11)
Proxies: Mr E Brat (unit 8) proxy to Chairperson
Mr & Mrs A Gallaway (unit 10) proxy to Chairperson
Absentee
Votes: Nil received
Apologies: Nil received
In Attendance: Ms J Edgerton ~ representing City Strata Management
Quorum: Present



The meeting opened at pm.

1. Ms F Dauth chaired the meeting.
2. Acceptance of Proxies/Absentee Votes was noted and confirmed.
3. Minutes of Previous Annual General Meeting

Motion 1: That the minutes of the previous Annual General Meeting 9 October 2018 are confirmed.

CARRIED

4. Matters arising from those minutes.
There were no matters arising from the Minutes.

5. Sinking Fund Plan

Motion 2: That the Owners Corporation accepts the updated Sinking Fund Plan from Qia Group Pty Ltd dated 19 June 2019.

CARRIED

6. Levies

Motion 3: That the all four (4) levies struck on 1 November 2018, 1 February 2019, 1 May 2019 and 1 August 2019 remain at their approved amount agreed at the AGM dated 9 October 2018, noting the levies struck from the 2019 AGM will be in line with the Sinking Fund Plan dated 19 June 2019.

CARRIED

7. Rule Amendments and Additions

The Units Titles (Management) Act 2011 which came into force on 31 March 2012, included various amendments to Unit Titles Act 2001 and as such, the following motion has been proposed in the line with this amended Act, for the Owners Corporation of Unit Plan 585.

Motion 3: Special Resolution: That the Corporation of Unit Plan 585 adopt the amended Rules as attached and that they be registered.

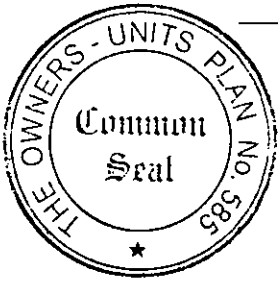
CARRIED

8. General Business

- a) **Insulation for the roof** – Strata Manager to obtain two (2) quotes for the installation of the insulation
- b) **AGM** – to be scheduled in third week of October on a Thursday if possible.

There being no further business the meeting concluded at 4:45 p.m.





UNITS PLAN 585 RULES

'OAKLEAVES'

6 HOWITT STREET KINGSTON ACT 2604

1 Definitions etc.

(1) In these Rules:

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

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

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

2 Payment of rates and taxes by unit owners

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

3 Repairs and maintenance

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

4 Erections and alterations

- (1) **Erections and alterations** include changes to walls, floors, including the installation of wooden and tiled flooring, windows, doors and any part of the building. Externally they include but are not limited to alterations such as screen doors, external blinds, gas heaters, air conditioning units that incorporate external features (including on balconies), extractor fans, TV antennae and satellite dishes.
- (2) A unit owner may erect or alter any structure in or on the unit only—
 - (a) in accordance with the express permission obtained in an ordinary resolution of the executive committee or (if the executive committee is unable to come to a resolution then) a special resolution of the owner's corporation; and
 - (b) in accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).

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

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

(a) in accordance with the express permission obtained in an unopposed resolution of the owners' corporation; and

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

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



5 Use of common property

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

6 Hazardous use of unit

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

7 Use of unit nuisance or annoyance

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

8 Noise

- (1) A unit owner must not make, or permit it 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 owner's

corporation.

9 Smoking and smoke drift

- (1) An owner or occupier of a unit, or any invitee of the owner or occupier, must not smoke tobacco or other substance on the common property. This includes hallways, car parks, walkways, entrances and any close proximity to Oakleaves and its residents.
- (2) An owner or occupier of a unit must ensure that smoke caused by smoking of tobacco or other substance by the owner or occupier, or any invitee of the owner or occupier, on the unit does not penetrate to the common property or any other unit.
- (3) The ACT Government's fact sheet on Managing Smoke Drift in Multi-Unit Development can be found at Attachment D. More information about smoke-free environments can be found at <https://www.health.act.gov.au/about-our-health-system/population-health/smoke-free-environments>.



10 Animals and birds

- (1) A unit owner must not keep, or permit to be kept, any animal or bird within the unit or on the common property.
- (2) This rule does not apply to the keeping of an animal or bird if the executive committee has given the person keeping the animal written permission to do so.
- (3) Permission may be given subject to stated conditions. Guidelines for Approval of Pets Units Plan 585 and the Application for approval to keep a bird or animal at Units Plan 585 are at Attachment A.
- (4) Permission may be withdrawn by special resolution of the owner's corporation.
- (5) The period for which permission may be granted shall continue for so long only as the animal referred to in the original approval is living.
- (6) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot, then the owner or occupier must
 - (a) keep the animal within the lot;
 - (b) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal; and
 - (c) ensure that the animal does not cause unreasonable interference (including in relation to the generation of noise) to owners or occupiers of any other unit.

11 What may an executive committee representative do?

- (1) An executive committee representative may do any of the following in relation to a unit at all reasonable times:
 - (a) if the committee has reasonable grounds for suspecting that there is a breach of the Act or the 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 sub rule (1).
- (3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in sub rule (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.

12 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.

13 Seal of owner's corporation

- (1) The executive committee may give a written authority to a person to represent the corporation under this rule.

For the attaching of the seal of the owner's corporation to a document to be effective—

- (a) the seal must be attached by decision of the executive committee; and

Note Executive committee decisions must be made by majority vote, or by unanimous vote if there are only two members of the committee (see *Unit Titles (Management) Act 2011, Schedule 2, Part 2.2, Section 2.10*).

- (b) the seal must be attached in the presence of two executive members; and
- (c) the executive members witnessing the attaching of the seal must sign the document as witnesses.
- (d) Managing Agent may affix seal in the following instances –
 - i) reduced quorum meetings notices;
 - ii) Rules registration documents;
 - iii) notice of change of address for service of documents for an Owners Corporation at the Land Titles Office; and
 - iv) certifications under Section 119 of the Act by the Managing Agent



of the Owners Corporation

14 Damage to common property

- (1) An owner or occupier of a lot must not damage or deface any structure that forms part of the common property without the written approval of the owner's corporation.
- (2) This rule does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot; or
 - (b) any screen or other device to prevent entry of animals or insects on the lot;
 - (c) providing that any such locking or safety device, screen or structure is installed in a competent and proper manner, is maintained and kept in a state of good and serviceable repair, and has the appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (3) An owner of a lot must repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen or structure.
- (4) The cost of repairs for damage to common property by an owner or occupier of a unit will be charged to the owner of that unit.



15 Moving furniture and other objects on or through the common property

- (1) An owner of a lot must repair damage by an occupier, visitor or contractor attending the unit to any part of the common property caused by moving furniture or other objects on or through the common property.

16 Obstruction of common property

- (1) An owner or occupier of a lot must not obstruct use of the common property by any person except on a temporary and non-recurring basis.
- (2) A unit owner or an agent of a unit owner must not erect a sign, including a sign advertising a unit for sale or lease, on the common property.
- (3) An owner or occupier of a lot must not use the common property visitors' car park for parking of vehicles on a regular or permanent basis.

17 Preservation of fire safety

- (1) An owner or occupier of a lot must not do anything on the lot or common property that is likely to obstruct access to or affect the operation of fire safety devices in the lots or common property.

18 Floor coverings or surfaces

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) An owner may not install a timber or tiled finish on floor space unless the owner provides the executive committee with certification by an accredited acoustic consultant that the installation complies with the relevant Environment Protection Authority guidelines and Australian Standards relating to noise and vibration.
- (3) This rule does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

19 Installation of air conditioners

- (1) An owner of a lot must not create any noise on a lot or the common property through the operation of an air conditioner that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or the right of the owner or occupier of another lot to natural ventilation without noise nuisance.
- (2) An owner of a lot should not locate air conditioning equipment adjacent to noise sensitive locations, including windows of bedrooms and living areas and outdoor entertaining areas of neighboring properties.
- (3) An owner of a lot should place an air conditioning unit in a location that provides the greatest distance between the air conditioner and neighbours.
- (4) Permission will normally be granted for an owner to install an air conditioner, including, as appropriate, through the use of a portion of the common property roof, providing that the installation is consistent with the owner's corporation's *Guidelines for the Installation of Air Conditioning* (Attachment B).

20 Connection of commercial telecommunications facility

- (1) Permission will normally be granted for an owner to install equipment and infrastructure for the connection of a commercial telecommunications service (e.g. FOXTEL), including the use of a portion of the common property roof for



the erection of a satellite dish, subject to certain conditions and providing that the installation is consistent with the owners corporation's *Guidelines for the Installation of a Commercial Telecommunications Service* (Attachment C).

21 Storage in garage or common property areas

- (1) An owner or occupier of a lot must not store any appliances, furniture, car parts, unregistered cars, equipment or materials, or any other possessions, in the garage (either in the car space(s) designated for the exclusive use of the owner or occupier of a lot or in common property areas of the garage), the visitors' car park or on any other part of the common property, without the express permission of the executive committee.
- (2) This rule does not apply to bicycles which may be parked in the car space(s) designated for the exclusive use of the owner or occupier of a lot.
- (3) The owner's corporation executive committee may store materials, equipment or items required for the maintenance of the common property in an area of the garage designated for that exclusive use and purpose.

22 Balconies and courtyards

- (1) A unit owner or occupier must not hang any washing, towel, bedding, clothing or other items in or on a balcony, balcony railing or courtyard such that it is visible from the Howitt Street frontage of the building.
- (2) A unit owner must not place a clothes drying device, bicycle, equipment or other personal items in or on a balcony or courtyard such that it is visible from the Howitt Street frontage of the building.
- (3) External glass doors (to balconies and courtyards)
 - (a) Permission may be granted for the installation or replacement external doors providing they meet the following specifications:
 - Panel size—per existing panels.
 - Type—sliding, stacking, bi-fold
 - Material—timber, aluminium or UPVC
 - Colour—white to match existing
 - Supplied and installed by a reputable manufacturer such as Decunick (PVC), Country Style (timber), Stegbar, Monaro, Taylors or Trend (Aluminium)
 - Screens—aluminium mesh
 - Owners should consider either UPVC or Thermally Broken Aluminium (double glazed) for improved thermal and acoustic qualities.



- Generally, the form, materials, finishes and colour should complement the existing architecture.
- (4) Individual gates in fences
- (a) Permission may be granted for the installation of individual gates in fences providing it meets the following specifications:
- Size—per existing opening or 900mm max.
 - Type—hinged to match existing
 - Material—timber to match existing fencing.
 - Generally, the form, materials, finishes and colour should complement and match the existing architecture.
- (5) Painting of internal courtyard walls
- (a) Permission may be granted for the painting of internal courtyards providing it meets the following specifications:
- Colour—off-white to new architectural design.
 - Paint type—Solva lowsheen exterior acrylic paint, 3-coat system.
- (6) Installations on balconies or courtyards
- (a) Installation of permanent or semi-permanent structures (i.e. sheds, storage facilities) will be reviewed by the executive committee on a case by case basis.
- (7) Repairs and maintenance—balconies and courtyard fences
- (a) The owners corporation is responsible and liable for maintenance of and keeping in a state of good and serviceable repair, a fence, balcony, wall or other structure dividing a lot owner's unit subsidiary (courtyard) from the common property where maintenance or damage is found to be caused by normal wear and tear and ageing.
- (b) Unit owners are responsible and liable for the maintenance of, and keeping in a state of good and serviceable repair, a fence, balcony, wall or other structure dividing a lot owner's unit subsidiary (courtyard) from the common property where damage is found to be caused by the owner.
- (c) In this rule, 'maintenance' means repair, replacement, renewal or restoration.
- (d) Repair, replacement renewal or restoration will be on the basis that the form, materials, finishes and colour will complement and match the existing architecture.



23 Plants



(a) Planting is permitted subject to the following exemptions:

- No noxious weeds or plants that spread or cause damage e.g. ivy, cotoneaster, alligator weed, blackberry.
- Plants must stay within the perimeters of property and must not grow on common or other owners' properties (fences, balconies etc.)
- No large species trees that could cause structural issues on maturity.

24 Shade and all-weather awning

- (a) Size—full width balcony
- (b) Materials—Charcoal Grey fabric (solid colour) with mechanical or automatic retractable operation and support to manufacturer's specifications. Contact the Strata Manager for colour swatches. It is the owner's responsibility to ensure there is no damage to the walls during or after installation and that awnings remain within the owner's property. Please submit proposals including colour swatch to the executive committee via the Strata Manager.
- (c) Kept in good condition.
- (d) Supplied and installed by a reputable manufacturer such as Betta Canvas or Regency Knights.
- (e) Generally, the forms, materials, finishes and colour should complement and match the existing architecture.

25 External individual solid doors (into common entrance ways)

- (a) Permission may be granted for the installation of new external doors (fire rated in line with ACT codes) providing they meet the following specifications:
- Size—per existing opening
 - Type—solid core timber or Aluminium UPVC framed glass
 - Colour—Charcoal Grey to match existing
 - Supplied and installed by a reputable manufacturer such as Hume or Corinthian.
 - Generally, the form, materials, finishes and colour should complement and match the existing architecture.

26 Waste disposal

- (1) An owner or occupier of a lot must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers of other lots.
- (2) An owner or occupier of a lot must ensure that before garbage, recyclable material or waste is placed in the shared receptacles, it is separated in accordance with the applicable recycling guidelines and, in the case of garbage, is securely wrapped or, in the case of tins or other containers, completely drained.
- (3) An owner or occupier of a lot must not place in the garbage hopper or recycling bins any waste items which require an alternative method of disposal (e.g. batteries, car parts, furniture, computer monitors) and is expected to use the appropriate ACT Government waste or recycling facilities provided for these purposes.
- (4) An owner or occupier must not dispose of large items of packaging material, removals cartons or other packing or similar material in the garbage hopper or recycling bins provided for the shared use of all occupiers or in the area for common property set aside for the waste facilities.



27 Contractors and visitors to comply with the Rules

- (1) An owner or his/her agent must ensure that any contractor or visitor attending the unit complies with the requirements set out in the Rules and will be held liable for any non-compliance.

28 Breaches of Rules

- (1) If a breach of Rule occurs, a request in writing will be made by the executive committee (or by the strata manager acting on behalf of the executive committee) to the occupier of the unit asking that the breach be remedied.
- (2) If more than two similar breaches occur following the delivery of the written request, then the owner's corporation will issue a formal notice to the owner of the unit to remedy the breach.
- (3) If the breach is not remedied within the time stated in the notice, the owner's corporation may, under section 129 of the *Unit Titles (Management) Act 2011* issue a Rule Infringement Notice.
- (4) Failure to comply with the Rule Infringement Notice by the specified time period, the Owners Corporation will make application to the Tribunal to have the matter listed for adjudication.

Attachment A

Rule 10: Guidelines for Approval of Pets Units Plan 585

In accordance with section 32 of the Unit Titles (Management) Act 2011, pets are not permitted without the consent of the owner's corporation. The executive committee is delegated the authority to make all determinations concerning applications for keeping of animals.

Real estate agents managing the sale or rental of units in the complex should be aware that a condition of residency is that pets cannot be accepted unless formal permission has been granted. This requirement should therefore be conveyed to all prospective buyers and tenants. Tenants must seek approval from the owner of the residence before applying.

The executive committee will maintain a register of approved pets and keep under review all permission granted. Approval can be withdrawn at any time if a pet is deemed to be causing a nuisance.

The Pet Rules are enforced by the executive committee and are designed to ensure the happy co-existence of all residents, whether human or not.

- (1) Pets must be registered, comply with all requirements of ACT pet regulations and where appropriate, be micro-chipped.
- (2) Any damage or soiling of Common Property is the responsibility of the pet owner.
- (3) Dogs are to be kept on a leash while on Common Property.
- (5) Cats must be kept inside the unit at night and, at all times, must not be allowed to enter or soil any Common Property or any other resident's property.
- (4) Permissions are pet specific. In other words, a permission granted to a pet is not transferrable to a new owner or tenant of a unit, or to current residents replacing an approved pet.



If you would like to have a pet in your unit, and are prepared to comply with the conditions above, please submit your application to the Strata Manager, who will then submit your request for approval to the executive committee.

Below is the relevant section from the Unit Titles (Management) Act 2011

Division 3.4 Other matters

32 Animals—owners corporation's consent

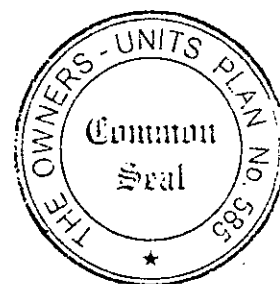
- (1) A unit owner may keep an animal, or allow an animal to be kept, within the unit or the common property only with the consent of the owner's corporation.
- (2) The owner's corporation may give consent under this section with or without conditions.
- (3) However, the owner's corporation's consent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

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

- (4) In this section:

animal includes—

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



Application for approval to keep a bird or animal at UP585



Unit Number: _____

Owner/Property Manager approval attached: Yes

Name of Owner 1: _____

Contact number: _____ Email: _____

Name of Owner 2: _____

Contact number: _____ Email: _____

Emergency Contact: _____ Phone: _____

Particulars of animal (please complete one form per animal)

Pet species and breed: _____

Name of Pet: _____ Age: _____

Colour: _____ Sex: Male / Female Desexed: Yes / No

Microchip Number: _____

Dog registration number: _____

Note: Dog registration is compulsory in the ACT however yellow registration tags are no longer required. All dogs must be registered if they are over eight weeks old, if they have been kept in the ACT for 28 days or more or if the dog's keeper has been a resident of the ACT for 28 days or more. All required licences, vaccinations and worming will be kept up to date.

Vaccinations current: yes / no Veterinarian details (*optional*)

Name: _____ Ph: _____

Address: _____

I/we hereby declare that I/we:

- Will comply with all relevant house Rules and applicable legislation;
- That the animal or bird will be constrained (if applicable) so as to not allow it to cause nuisance on common property or to neighbouring units;

- That any damage or fouling caused by that animal whilst on common property will be rectified without delay; and
- The animal or bird will be removed immediately if permission is withdrawn by the executive committee or a general meeting of the owners' corporation.

Signatures: _____

Owner 1

Owner 2

Date: ____/____/____

____/____/____



Attachment B

Rule 19: Installation of air conditioners

GUIDELINES FOR THE INSTALLATION OF AIR CONDITIONING

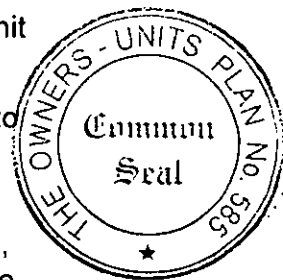
The owners corporation, and individual owners, are required under the *Environment Protection Act 1997*, the *Environment Protection Regulation 2005* and the *Environment Protection Policy 1998 (Noise)* to take practicable and reasonable steps to prevent or minimise environmental harm or nuisance. The requirements adopted for *Oakleaves* are consistent with the ACT Air Conditioning Residential Best Practice Guideline which advises that action should be taken when installations are initially proposed to avoid noise nuisance (and potential penalties) by

- not locating air conditioners adjacent to noise sensitive locations, including windows of bedrooms and living areas and outdoor entertaining areas of neighbouring properties
- not locating air conditioning units near multiple, hard reflective surfaces such as walls and eaves
- placing units in a location that provides the greatest distance between the air conditioners and neighbours.

The aim of these guidelines is to seek an appropriate balance between the rights of residents to utility services, including air conditioning, and the rights of residents to quiet enjoyment of their units and unit subsidiaries, and to natural ventilation of their units without noise nuisance from air conditioning equipment serving neighboring units.

Permission will normally be granted for an owner to use a portion of the common property roof for the installation of an air conditioner provided that:

- the compressor unit is positioned on the roof above the relevant unit and away from any leading edge of the roof
- all electrical wiring and conduit from the external compressor unit to the indoor air outlet(s) is concealed in the cavity of the common property exterior brick wall
- in order to avoid water stains to the common property exterior wall, condensate from the compressor unit is drained via pipework in the wall cavity to ground level of the building and from there discharged directly onto the common property garden via a small hole in the wall
- any damage to the roof or other common property as a result of the installation, use or removal of the air conditioner is made good by the unit owner
- the unit owner indemnifies the owner's corporation in respect of any loss or damage caused by such installation, use or removal.



Attachment C

Rule 20: Connection of commercial telecommunications facility

**GUIDELINES FOR THE INSTALLATION OF A COMMERCIAL
TELECOMMUNICATIONS SERVICE (FOXTEL)**

The owner's corporation will normally grant a unit owner



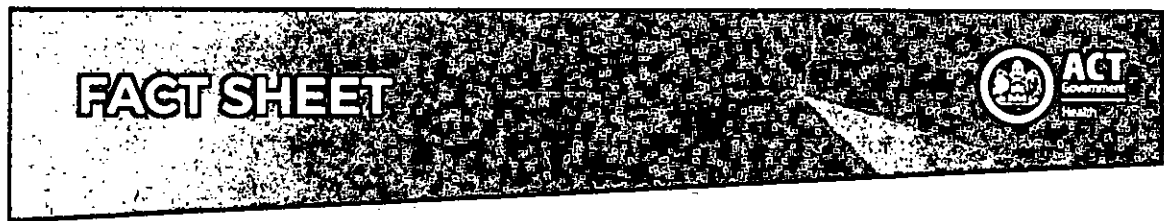
- (1) licence to install, maintain and, as necessary, remove, at their own expense, a commercial telecommunication service (e.g. FOXTEL) to that unit, in accordance with any law in force in the Territory
- (2) licence to use a portion of the common property to install equipment and infrastructure for the provision of the service, including the erection of a satellite dish on the common property roof

subject to the following conditions:

- (3) the satellite dish is positioned on the roof above the relevant unit and away from any leading edge of the roof so that it is not visible from the street
- (4) installation of cabling on the external walls of the building from the satellite dish to the wall plate is as unobtrusive as possible
- (5) ongoing maintenance of the portion of the common property used for the installation of equipment or infrastructure is the responsibility of the unit owner
- (6) any damage caused to the roof or any other part of the common property (including the master antenna television MATV system serving all units in the Oakleaves complex) as a result of the installation, maintenance, relocation or removal of the equipment or infrastructure is made good by the unit owner
- (7) the unit owner indemnify, in writing, the owner's corporation in respect of any loss, damage or liability relating to the service provider's terms and conditions, including;
- (8) the cost for any third-party services that may be required in connection with the installation of the equipment or service
- (9) the safety of contractors entering the common property to attend to the installation, inspection, maintenance, replacement, repair or disconnection of the equipment or infrastructure
- (10) any requirement to relocate the equipment or infrastructure
- (11) any lost or stolen equipment or infrastructure

- (12) any damage to the equipment or infrastructure caused directly or indirectly by weather or other 'Acts of God'.





Managing Smoke Drift in Multi-Unit Developments

Overview

Under the *Smoke-Free Public Places Act 2003*, in the ACT smoking is banned:

- in all enclosed public places, including shopping centres, cinemas, office buildings, buses, taxis, restaurants, pubs and clubs;
- in outdoor eating and drinking areas;
- in underage music/dance functions;
- in cars when children under the age of 16 years are present; and
- within 10 metres of play equipment at ACT Government managed play spaces.

Smoking bans at public places apply to the use of all smoking products, including tobacco and electronic cigarettes. Smoke-free policies also apply at the Canberra Stadium and Manuka Oval, all ACT Government schools, ACT Government buildings and health facilities. The ACT Government plans on increasing the number of declared smoke-free public places to: support those who have quit; make smoking less visible to children and young people; and reduce the community's exposure to second hand smoke.

Issues

Exposure to second-hand tobacco smoke increases the risk of cardiovascular disease, lung cancer and other lung diseases. It can worsen other illnesses such as asthma and bronchitis¹. Additionally there is no safe level of exposure to second-hand tobacco smoke².

Smoke drift refers to second-hand smoke drifting to and invading a neighbours unit and/or common areas causing hazard and/or nuisance. Smoke drift is more prominent in multi-unit developments than in detached dwellings due to the increased density and proximity of residents. It is also due in part to the design elements of multi unit developments that allow second hand smoke to spread between units via a number of pathways including, mechanical ventilation and air conditioning systems, elevator shafts, hallways, stairwells, balconies and courtyards.

¹ Parkin DM. 2. Tobacco-attributable cancer burden in the UK in 2010. *Br J Cancer* 2011 Dec 6;105 Suppl 2:S8-S13 [Abstract available at <http://www.ncbi.nlm.nih.gov/pubmed/22158323>].

² [2] Pandeya N, Wilson LF, Bain CJ, Martin KL, Webb PM, Whiteman DC. Cancers in Australia in 2010 attributable to tobacco smoke. *Aust NZ J Public Health* 2015 Oct;39(5):464-70 [Abstract available at <http://www.ncbi.nlm.nih.gov/pubmed/26437733>].



Smoke drift in multi-unit developments can be a complex issue when considering the both the personal liberties of smokers and the public health rights of other residents. People living in multi-unit settings share common space and infrastructure and as a consequence, rules apply that seek to balance the interests of all residents. In the ACT multi-unit developments are managed through the *Unit Titles (Management) Act 2011* (the Act).

Options for Management

Cooperative Approach

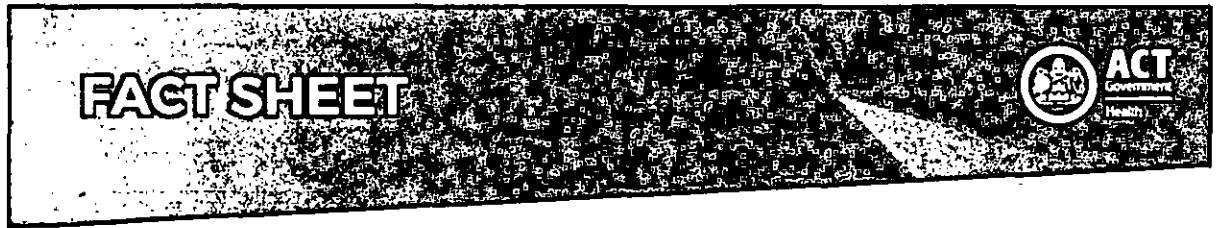
Where a perceived issue with smoke drift arises in a multi-unit development, in the first instance unit owners and the owners corporation should facilitate a discussion with those creating the smoke drift to make them aware of the issue and its affect on other residents/owners. Smokers may not be aware of the extent or consequence of smoke drift and hopefully after becoming aware smokers would be willing to voluntarily take measures to limit exposure of other residents to their second-hand smoke. When initiating a cooperative approach a mediator, such as the Conflict Resolution Service (www.crs.org.au), can be useful to help clarify the scope of the issue and assist parties reach mutual agreement on the issue.

Prescriptive Approach

In instances where the cooperative approach fails, the Act provides a number of mechanisms that may be used to address persistent smoke drift. Schedule 4 *Default Rules* can be adopted by the owners corporation to prevent Hazardous use of unit (7) and nuisance and annoyance use of unit (8). Evidence of persistent smoke drift between units could be reasonably interpreted to be a breach of these rules. An example of this could be that the owners corporation seek to adopt a rule to prohibit smoking in the common areas of the units plan such as car parks, stairwells, foyers etc.

Additionally, the Act also provides a further mechanism (S 108) whereby an owners corporation can move to amend rules. This would involve the owners corporation creating a rule or amending the default rules (schedule 4) to specifically address where smoking can or cannot be undertaken and/or that smokers must take measures to prevent smoke drift. This process requires owners corporations to amend rules by special resolution and require that new rules are registered with Land Titles Office. Owners corporations are encouraged to seek advice from their strata manager or Access Canberra prior to pursuing this path.





Enforcement

The Act provides enforcement powers, and enables the owners corporation to issue a rule infringement notice for non-compliance with rules. The owners corporation is not able to directly impose a monetary penalty, however it can apply to the ACT Civil and Administrative Tribunal (ACAT) for an order in relation to the failure to comply with the notice.

Finally, if there is a dispute that cannot be resolved through other means, a resident can apply directly to ACAT for an order to the owners corporation or another resident.

Access Canberra is responsible for administration of the Act. For further information, please contact the Access Canberra Advice and Complaints team at fair.trading@act.gov.au (phone: 132281).

Resources

Unit Titles (Management) Act 2011 (www.legislation.act.gov.au)

Schedule 4 Default Rules

7. Hazardous use of unit

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

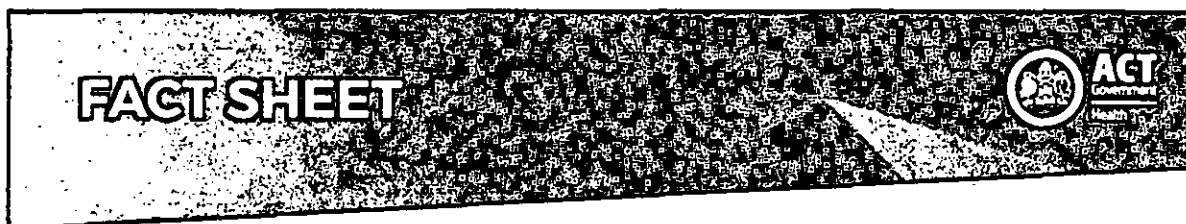
8. Use of unit—nuisance or annoyance

- (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.

108 Owners corporation may amend rules

- (1) An owners corporation may, by special resolution, amend its rules.
- (2) An amendment of the rules of an owners corporation takes effect—
 - (a) on the registration of a copy of the special resolution making the amendment, certified under the seal of the corporation as a true copy; or
 - (b) from a later date stated in the resolution.





(3) An amendment to the rules of an owners corporation has no effect to the extent that it results in the rules—

- (a) being inconsistent with this Act or another territory law; or
- (b) giving a function to the corporation that is not incidental or ancillary to the exercise of its functions under this Act; or
- (c) prohibiting or restricting any dealing (including devolution, transfer, lease and mortgage) with—
 - (i) an interest in a unit; or
 - (ii) the equitable estate of a unit owner in the common property; or
- (d) prohibiting or restricting the installation, operation or maintenance of sustainability or utility infrastructure.

(4) In this section: *amendment*, of rules, includes variation, rescission, substitution or addition.

Disclaimer

This factsheet is intended to guide users of the legislation, including unit owners, executive committees and managers to meet their requirements under the law. While reasonable steps have been taken to ensure the information in this guide is accurate, you should not rely solely on that information. The factsheets do not constitute legal advice. If you are uncertain of your legal obligations or rights or if you are having a dispute involving an owners corporation, you should seek independent legal advice.

Accessibility

If you have difficulty reading a standard printed document and would like an alternative format, please phone 13 22 81.



If English is not your first language and you need the Translating and Interpreting Service (TIS), please call 13 14 50.

For further accessibility information, visit: www.health.act.gov.au/accessibility

www.health.act.gov.au | Phone: 132281 | Publication No HPS-00-1031

© Australian Capital Territory, Canberra Month Year







Chief Minister



SR\$3135417

20/01/2022 13:32:39 Elri p

3135417

Land Titles Act 1925

SR

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
1145:13	KINGSTON	22	19&20	585

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

New rules approved for addition to existing.

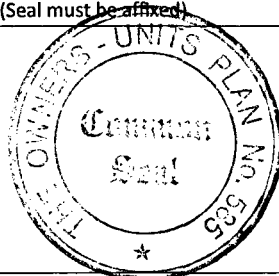
SUPPORTING DOCUMENTATION

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

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

COMMON SEAL OF OWNERS CORPORATION

(Seal must be affixed)



CERTIFICATION *Delete the inapplicable

Applicant

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

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

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

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

Signed By:

MAREE FRANCES JOHNSTON
FINANCIAL ACCOUNTANT

Witness:

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	EM	Registration Date	28/01/2022



“OAKLEAVES”
6 HOWITT STREET, KINGSTON ACT 2604
UNITS PLAN No. 585

Schedule 1

1.1 Definitions—default rules

- (1) In these rules:

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

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

1.2 Payment of rates and taxes by unit owners

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

1.3 Repairs and maintenance

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

1.4 Erections and alterations

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

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

(Part 4 is included in the new legislation commencing 01/11/2020)

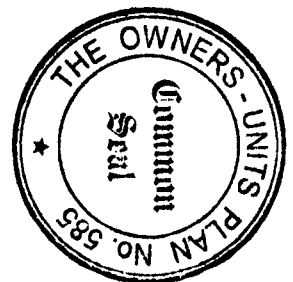
- (3) However, if the structure is sustainability infrastructure, the owners corporation's permission must not be unreasonably withheld.

Examples—permission not unreasonably withheld

- safety considerations
- structural considerations

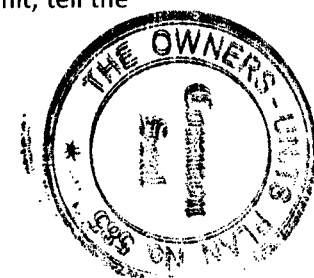
Example—permission unreasonably withheld

external appearance of a unit or the units plan



1.5 Pets in units

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



1.6 Assistance animals

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

1.7 Use of common property

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

1.8 Hazardous use of unit

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

1.9 Use of unit—nuisance or annoyance

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



1.10 Noise

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

1.11 Illegal use of unit

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

1.12 What may an executive committee representative do?

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

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

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

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



Alternative Rules 2

alternative rules means rules other than the default rules

2.1 Smoking and smoke drift

- (1) An owner or occupier of a unit, or any invitee of the owner or occupier, must not smoke tobacco or other substance on the common property. This includes hallways, car parks, walkways, entrances and any close proximity to Oakleaves and its residents.
- (2) An owner or occupier of a unit must ensure that smoke caused by smoking of tobacco or other substance by the owner or occupier, or any invitee of the owner or occupier, on the unit does not penetrate to the common property or any other unit.
- (3) The ACT Government's fact sheet on Managing Smoke Drift in Multi-Unit Development can be found at Attachment D. More information about smoke-free environments can be found at <https://www.health.act.gov.au/about-our-health-system/population-health/smoke-free-environments>.

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

- (1) An owners corporation must execute a document in 1 of the following ways:
 - (a) if the owners corporation has a common seal – by attaching the seal to the document:
 - (i) as authorised by a resolution of the owners corporation; and
 - (ii) with 2 executive members witnessing the attaching and signing the document as witnesses;
 - (b) without using a common seal:
 - (i) by 2 executive members, as authorised by a resolution of the owners corporation, signing the document; or
 - (ii) if a manager for the owners corporation is delegated this function – by the manager, as authorised by a resolution of the owners corporation, signing the document.
- (2) The Manager may affix the common seal of the Owners Corporation to:
 - (a) reduced quorum meeting notices;
 - (b) Rules registration documents;
 - (c) Notice of Change of Address for Service of Documents for a Body Corporate at the Land Titles Office; and
 - (d) certifications under Section 119 of the Act;
 - (e) any other document requiring the common seal with the written authorisation of the executive committee;without following procedure outlined in Alternative Rule 2.2 (1)(a).
- (3) The manager may sign on behalf of the owners corporation with the written authorisation of the executive committee without following procedure outlined in Alternative Rule 2.2(1)(b).

2.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or deface any structure that forms part of the common property without the written approval of the owner's corporation.
- (2) This rule does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot; or
 - (b) any screen or other device to prevent entry of animals or insects on the lot;
 - (c) providing that any such locking or safety device, screen or structure is installed in a competent and proper manner, is maintained and kept in a state of good and serviceable repair, and has the appearance, after it has been installed, in keeping with the appearance of the rest of the building.



- (3) An owner of a lot must repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen or structure.
- (4) The cost of repairs for damage to common property by an owner or occupier of a unit will be charged to the owner of that unit.

2.4 Moving furniture and other objects on or through the common property

An owner of a lot must repair damage by an occupier, visitor or contractor attending the unit to any part of the common property caused by moving furniture or other objects on or through the common property.

2.5 Obstruction of common property

- (1) An owner or occupier of a lot must not obstruct use of the common property by any person except on a temporary and non-recurring basis.
- (2) A unit owner or an agent of a unit owner must not erect a sign, including a sign advertising a unit for sale or lease, on the common property.
- (3) An owner or occupier of a lot must not use the common property visitors' car park for parking of vehicles on a regular or permanent basis.

2.6 Preservation of fire safety

An owner or occupier of a lot must not do anything on the lot or common property that is likely to obstruct access to or affect the operation of fire safety devices in the lots or common property.

2.7 Floor coverings or surfaces

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) An owner may not install a timber or tiled finish on floor space unless the owner provides the executive committee with certification by an accredited acoustic consultant that the installation complies with the relevant Environment Protection Authority guidelines and Australian Standards relating to noise and vibration.
- (3) This rule does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

2.8 Installation of air conditioners

- (1) An owner of a lot must not create any noise on a lot or the common property through the operation of an air conditioner that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or the right of the owner or occupier of another lot to natural ventilation without noise nuisance.
- (2) An owner of a lot should not locate air conditioning equipment adjacent to noise sensitive locations, including windows of bedrooms and living areas and outdoor entertaining areas of neighboring properties.
- (3) An owner of a lot should place an air conditioning unit in a location that provides the greatest distance between the air conditioner and neighbours.
- (4) Permission will normally be granted for an owner to install an air conditioner, including, as appropriate, through the use of a portion of the common property roof, providing that the installation is consistent with the owner's corporation's Guidelines for the Installation of Air Conditioning (Attachment A).

2.9 Connection of commercial telecommunications facility

Permission will normally be granted for an owner to install equipment and infrastructure for the connection of a commercial telecommunications service (e.g. FOXTEL), including the use of a portion of the common property roof for the erection of a satellite dish, subject to certain conditions and providing that the installation is consistent with the owners corporation's *Guidelines for the Installation of a Commercial Telecommunications Service* (Attachment B).



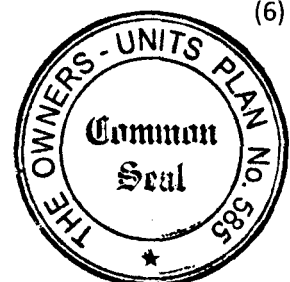
2.10 Storage in garage or common property areas

- (1) An owner or occupier of a lot must not store any appliances, furniture, car parts, unregistered cars, equipment or materials, or any other possessions, in the garage (either in the car space(s) designated for the exclusive use of the owner or occupier of a lot or in common property areas of the garage), the visitors' car park or on any other part of the common property, without the express permission of the executive committee.
- (2) This rule does not apply to bicycles which may be parked in the car space(s) designated for the exclusive use of the owner or occupier of a lot.
- (3) The owner's corporation executive committee may store materials, equipment or items required for the maintenance of the common property in an area of the garage designated for that exclusive use and purpose.

2.11 Balconies and courtyards

- (1) A unit owner or occupier must not hang any washing, towel, bedding, clothing or other items in or on a balcony, balcony railing or courtyard such that it is visible from the Howitt Street frontage of the building.
- (2) A unit owner must not place a clothes drying device, bicycle, equipment or other personal items in or on a balcony or courtyard such that it is visible from the Howitt Street frontage of the building.
- (3) External glass doors (to balconies and courtyards)
 - (a) Permission may be granted for the installation or replacement external doors providing they meet the following specifications:
 - Panel size—per existing panels.
 - Type—sliding, stacking, bi-fold
 - Material—timber, aluminium or UPVC
 - Colour—white to match existing
 - Supplied and installed by a reputable manufacturer such as Decunick (PVC), Country Style (timber), Stegbar, Monaro, Taylors or Trend (Aluminium)
 - Screens—aluminium mesh
 - Owners should consider either UPVC or Thermally Broken Aluminium (double glazed) for improved thermal and acoustic qualities.
 - Generally, the form, materials, finishes and colour should complement the existing architecture.
- (4) Individual gates in fences
 - (a) Permission may be granted for the installation of individual gates in fences providing it meets the following specifications:
 - Size—per existing opening or 900mm max.
 - Type—hinged to match existing
 - Material—timber to match existing fencing.
 - Generally, the form, materials, finishes and colour should complement and match the existing architecture.
- (5) Painting of internal courtyard walls
 - (a) Permission may be granted for the painting of internal courtyards providing it meets the following specifications:
 - Colour—off-white to new architectural design.
 - Paint type—Solva lowsheen exterior acrylic paint, 3-coat system.
- (6) Installations on balconies or courtyards

Installation of permanent or semi-permanent structures (i.e. sheds, storage facilities) will be reviewed by the executive committee on a case by case basis.



(7) Repairs and maintenance—balconies and courtyard fences

- (a) The owners corporation is responsible and liable for maintenance of and keeping in a state of good and serviceable repair, a fence, balcony, wall or other structure dividing a lot owner's unit subsidiary (courtyard) from the common property where maintenance or damage is found to be caused by normal wear and tear and ageing.
- (b) Unit owners are responsible and liable for the maintenance of, and keeping in a state of good and serviceable repair, a fence, balcony, wall or other structure dividing a lot owner's unit subsidiary (courtyard) from the common property where damage is found to be caused by the owner.
- (c) In this rule, 'maintenance' means repair, replacement, renewal or restoration.
- (d) Repair, replacement renewal or restoration will be on the basis that the form, materials, finishes and colour will complement and match the existing architecture.

2.12 Plants

Planting is permitted subject to the following exemptions:

- No noxious weeds or plants that spread or cause damage e.g. ivy, cotoneaster, alligator weed, blackberry.
- Plants must stay within the perimeters of property and must not grow on common or other owners' properties (fences, balconies etc.)
- No large species trees that could cause structural issues on maturity.

2.13 Shade and all-weather awning

- (1) Size—full width balcony
- (2) Materials—Charcoal Grey fabric (solid colour) with mechanical or automatic retractable operation and support to manufacturer's specifications. Contact the Strata Manager for colour swatches. It is the owner's responsibility to ensure there is no damage to the walls during or after installation and that awnings remain within the owner's property. Please submit proposals including colour swatch to the executive committee via the Strata Manager.
- (3) Kept in good condition.
- (4) Supplied and installed by a reputable manufacturer such as Betta Canvas or Regency Knights.
- (5) Generally, the forms, materials, finishes and colour should complement and match the existing architecture.

2.14 External individual solid doors (into common entrance ways)

Permission may be granted for the installation of new external doors (fire rated in line with ACT codes) providing they meet the following specifications:

- Size—per existing opening
- Type—solid core timber or Aluminium UPVC framed glass
- Colour—Charcoal Grey to match existing
- Supplied and installed by a reputable manufacturer such as Hume or Corinthian.
- Generally, the form, materials, finishes and colour should complement and match the existing architecture.

2.15 Waste disposal

- (1) An owner or occupier of a lot must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers of other lots.
- (2) An owner or occupier of a lot must ensure that before garbage, recyclable material or waste is placed in the shared receptacles, it is separated in accordance with the applicable recycling guidelines and, in the case of garbage, is securely wrapped or, in the case of tins or other containers, completely drained.



- (3) An owner or occupier of a lot must not place in the garbage hopper or recycling bins any waste items which require an alternative method of disposal (e.g. batteries, car parts, furniture, computer monitors) and is expected to use the appropriate ACT Government waste or recycling facilities provided for these purposes.
- (4) An owner or occupier must not dispose of large items of packaging material, removals cartons or other packing or similar material in the garbage hopper or recycling bins provided for the shared use of all occupiers or in the area for common property set aside for the waste facilities.

2.16 Contractors and visitors to comply with the Rules

An owner or his/her agent must ensure that any contractor or visitor attending the unit complies with the requirements set out in the Rules and will be held liable for any non-compliance.

2.17 Breaches of Rules

- (1) If a breach of Rule occurs, a request in writing will be made by the executive committee (or by the strata manager acting on behalf of the executive committee) to the occupier of the unit asking that the breach be remedied.
- (2) If more than two similar breaches occur following the delivery of the written request, then the owner's corporation will issue a formal notice to the owner of the unit to remedy the breach.
- (3) If the breach is not remedied within the time stated in the notice, the owner's corporation may, under section 129 of the Unit Titles (Management) Act 2011 issue a Rule Infringement Notice.
- (4) Failure to comply with the Rule Infringement Notice by the specified time period, the Owners Corporation will make application to the Tribunal to have the matter listed for adjudication.

2.18 Recovery of Legal Fees

- (1) If an Owners Corporation incurs legal fees or other costs in any legal or administrative action against a unit owner, the unit owner shall, unless a court order directs otherwise, be liable to pay the Owners Corporation the amount of the legal fees or other costs incurred by the Owners Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.
- (2) The unit owner agrees that any monies which are payable pursuant to Rule 2.18 (1) shall be a debt enforceable by the Owners Corporation against the unit owner.
- (3) The legal fees and other costs payable in accordance with Rule 2.18 (1) shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owners Corporation. For the avoidance of doubt, any legal fees or other costs incurred by the Owners Corporation which cannot be evidenced by a written invoice as due and payable, shall not form part of, and will not be recoverable against, in accordance with Rule 2.18 (1).
- (4) The Owners Corporation shall not commence any action against any unit owner other than to recover outstanding levies, without a majority vote from a General Meeting.



Attachment A

Rule 2.8: Installation of air conditioners

GUIDELINES FOR THE INSTALLATION OF AIR CONDITIONING

The owners corporation, and individual owners, are required under the *Environment Protection Act 1997*, the *Environment Protection Regulation 2005* and the *Environment Protection Policy 1998 (Noise)* to take practicable and reasonable steps to prevent or minimise environmental harm or nuisance. The requirements adopted for *Oakleaves* are consistent with the ACT Air Conditioning Residential Best Practice Guideline which advises that action should be taken when installations are initially proposed to avoid noise nuisance (and potential penalties) by

- not locating air conditioners adjacent to noise sensitive locations, including windows of bedrooms and living areas and outdoor entertaining areas of neighbouring properties
- not locating air conditioning units near multiple, hard reflective surfaces such as walls and eaves
- placing units in a location that provides the greatest distance between the air conditioners and neighbours.

The aim of these guidelines is to seek an appropriate balance between the rights of residents to utility services, including air conditioning, and the rights of residents to quiet enjoyment of their units and unit subsidiaries, and to natural ventilation of their units without noise nuisance from air conditioning equipment serving neighboring units.

Permission will normally be granted for an owner to use a portion of the common property roof for the installation of an air conditioner provided that:

- the compressor unit is positioned on the roof above the relevant unit and away from any leading edge of the roof
- all electrical wiring and conduit from the external compressor unit to the indoor air outlet(s) is concealed in the cavity of the common property exterior brick wall
- in order to avoid water stains to the common property exterior wall, condensate from the compressor unit is drained via pipework in the wall cavity to ground level of the building and from there discharged directly onto the common property garden via a small hole in the wall
- any damage to the roof or other common property as a result of the installation, use or removal of the air conditioner is made good by the unit owner
- the unit owner indemnifies the owner's corporation in respect of any loss or damage caused by such installation, use or removal.



Attachment B

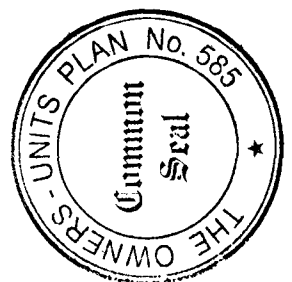
Rule 2.9: Connection of commercial telecommunications facility
GUIDELINES FOR THE INSTALLATION OF A COMMERCIAL TELECOMMUNICATIONS SERVICE (FOXTEL)

The owner's corporation will normally grant a unit owner

- (1) licence to install, maintain and, as necessary, remove, at their own expense, a commercial telecommunication service (e.g. FOXTEL) to that unit, in accordance with any law in force in the Territory
- (2) licence to use a portion of the common property to install equipment and infrastructure for the provision of the service, including the erection of a satellite dish on the common property roof

subject to the following conditions:

- (3) the satellite dish is positioned on the roof above the relevant unit and away from any leading edge of the roof so that it is not visible from the street
- (4) installation of cabling on the external walls of the building from the satellite dish to the wall plate is as unobtrusive as possible
- (5) ongoing maintenance of the portion of the common property used for the installation of equipment or infrastructure is the responsibility of the unit owner
- (6) any damage caused to the roof or any other part of the common property (including the master antenna television MATV system serving all units in the Oakleaves complex) as a result of the installation, maintenance, relocation or removal of the equipment or infrastructure is made good by the unit owner
- (7) the unit owner indemnify, in writing, the owner's corporation in respect of any loss, damage or liability relating to the service provider's terms and conditions, including;
- (8) the cost for any third-party services that may be required in connection with the installation of the equipment or service
- (9) the safety of contractors entering the common property to attend to the installation, inspection, maintenance, replacement, repair or disconnection of the equipment or infrastructure
- (10) any requirement to relocate the equipment or infrastructure
- (11) any lost or stolen equipment or infrastructure
- (12) any damage to the equipment or infrastructure caused directly or indirectly by weather or other 'Acts of God'.



FACT SHEET



Managing Smoke Drift in Multi-Unit Developments

Overview

Under the *Smoke-Free Public Places Act 2003*, in the ACT smoking is banned:

- in all enclosed public places, including shopping centres, cinemas, office buildings, buses, taxis, restaurants, pubs and clubs;
- in outdoor eating and drinking areas;
- in underage music/dance functions;
- in cars when children under the age of 16 years are present; and
- within 10 metres of play equipment at ACT Government managed play spaces.

Smoking bans at public places apply to the use of all smoking products, including tobacco and electronic cigarettes. Smoke-free policies also apply at the Canberra Stadium and Manuka Oval, all ACT Government schools, ACT Government buildings and health facilities. The ACT Government plans on increasing the number of declared smoke-free public places to: support those who have quit; make smoking less visible to children and young people; and reduce the community's exposure to second hand smoke.

Issues

Exposure to second-hand tobacco smoke increases the risk of cardiovascular disease, lung cancer and other lung diseases. It can worsen other illnesses such as asthma and bronchitis¹. Additionally there is no safe level of exposure to second-hand tobacco smoke².

Smoke drift refers to second-hand smoke drifting to and invading a neighbours unit and/or common areas causing hazard and/or nuisance. Smoke drift is more prominent in multi-unit developments than in detached dwellings due to the increased density and proximity of residents. It is also due in part to the design elements of multi unit developments that allow second hand smoke to spread between units via a number of pathways including, mechanical ventilation and air conditioning systems, elevator shafts, hallways, stairwells, balconies and courtyards.

¹ Parkin DM. 2. Tobacco-attributable cancer burden in the UK in 2010. *Br J Cancer* 2011 Dec 6;105 Suppl 2:S6-S13 [Abstract available at <http://www.ncbi.nlm.nih.gov/pubmed/22158323>].

² [2] Pandeya N, Wilson LF, Bain CJ, Martin KL, Webb PM, Whiteman DC. *Cancers in Australia in 2010 attributable to tobacco smoke*. *Aust NZ J Public Health* 2015 Oct;39(5):464-70 [Abstract available at <http://www.ncbi.nlm.nih.gov/pubmed/26437733>].



FACT SHEET



Smoke drift in multi-unit developments can be a complex issue when considering the both the personal liberties of smokers and the public health rights of other residents. People living in multi-unit settings share common space and infrastructure and as a consequence, rules apply that seek to balance the interests of all residents. In the ACT multi-unit developments are managed through the *Unit Titles (Management) Act 2011* ([the Act](#)).

Options for Management

Cooperative Approach

Where a perceived issue with smoke drift arises in a multi-unit development, in the first instance unit owners and the owners corporation should facilitate a discussion with those creating the smoke drift to make them aware of the issue and its affect on other residents/owners. Smokers may not be aware of the extent or consequence of smoke drift and hopefully after becoming aware smokers would be willing to voluntarily take measures to limit exposure of other residents to their second-hand smoke. When initiating a cooperative approach a mediator, such as the Conflict Resolution Service (www.crs.org.au), can be useful to help clarify the scope of the issue and assist parties reach mutual agreement on the issue.

Prescriptive Approach

In instances where the cooperative approach fails, the Act provides a number of mechanisms that may be used to address persistent smoke drift. Schedule 4 *Default Rules* can be adopted by the owners corporation to prevent Hazardous use of unit (7) and nuisance and annoyance use of unit (8). Evidence of persistent smoke drift between units could be reasonably interpreted to be a breach of these rules. An example of this could be that the owners corporation seek to adopt a rule to prohibit smoking in the common areas of the units plan such as car parks, stairwells, foyers etc.

Additionally, the Act also provides a further mechanism (S 108) whereby an owners corporation can move to amend rules. This would involve the owners corporation creating a rule or amending the default rules (schedule 4) to specifically address where smoking can or cannot be undertaken and/or that smokers must take measures to prevent smoke drift. This process requires owners corporations to amend rules by special resolution and require that new rules are registered with Land Titles Office. Owners corporations are encouraged to seek advice from their strata manager or Access Canberra prior to pursuing this path.



FACT SHEET



Enforcement

The Act provides enforcement powers, and enables the owners corporation to issue a rule infringement notice for non-compliance with rules. The owners corporation is not able to directly impose a monetary penalty, however it can apply to the ACT Civil and Administrative Tribunal (ACAT) for an order in relation to the failure to comply with the notice.

Finally, if there is a dispute that cannot be resolved through other means, a resident can apply directly to ACAT for an order to the owners corporation or another resident.

Access Canberra is responsible for administration of the Act. For further information, please contact the Access Canberra Advice and Complaints team at fair.trading@act.gov.au (phone: 132281).

Resources

Unit Titles (Management) Act 2011 (www.legislation.act.gov.au)

Schedule 4 Default Rules

7. Hazardous use of unit

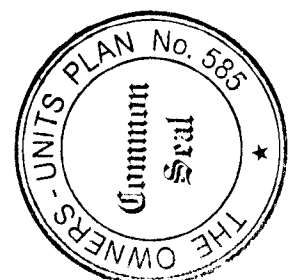
A unit owner must not use the unit, or permit it to be used, so as to cause a hazard to an owner, occupier or user of another unit.

8. 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.

108 Owners corporation may amend rules

- (1) An owners corporation may, by special resolution, amend its rules.
- (2) An amendment of the rules of an owners corporation takes effect—
 - (a) on the registration of a copy of the special resolution making the amendment, certified under the seal of the corporation as a true copy; or
 - (b) from a later date stated in the resolution.



FACT SHEET



(3) An amendment to the rules of an owners corporation has no effect to the extent that it results in the rules—

- (a) being inconsistent with this Act or another territory law; or
- (b) giving a function to the corporation that is not incidental or ancillary to the exercise of its functions under this Act; or
- (c) prohibiting or restricting any dealing (including devolution, transfer, lease and mortgage) with—
 - (i) an interest in a unit; or
 - (ii) the equitable estate of a unit owner in the common property; or
- (d) prohibiting or restricting the installation, operation or maintenance of sustainability or utility infrastructure.

(4) In this section: **amendment**, of rules, includes variation, rescission, substitution or addition.

Disclaimer

This factsheet is intended to guide users of the legislation, including unit owners, executive committees and managers to meet their requirements under the law. While reasonable steps have been taken to ensure the information in this guide is accurate, you should not rely solely on that information. The factsheets do not constitute legal advice. If you are uncertain of your legal obligations or rights or if you are having a dispute involving an owners corporation, you should seek independent legal advice.

If you have difficulty reading a standard printed document and would like an alternative format, please phone 13 22 81.



If English is not your first language and you need the Translating and Interpreting Service (TIS), please call 13 14 50.

For further accessibility information, visit: www.health.act.gov.au/accessibility

www.health.act.gov.au | Phone: 132281 | Publication No HPS-00-1031

© Australian Capital Territory, Canberra Month Year





Strata Management
For the client experience you deserve!

PO Box 884
Gungahlin ACT 2912

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

28 September 2021

To all Owners
UP585 – Oakleaves
6 Howitt Street
KINGSTON ACT 2604

Dear Owner

UP585 - OAKLEAVES
Minutes of Annual General Meeting 2021

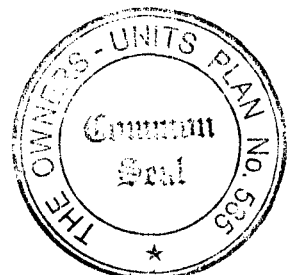
Further to the recent Annual General Meeting for your development, please find enclosed the Minutes of that meeting.

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

Yours faithfully

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

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



585 - Oakleaves

MINUTES OF ANNUAL GENERAL MEETING 2021

UNITS PLAN 585 - OAKLEAVES

6 HOWITT STREET, KINGSTON

- Held:** On Monday, 27 September 2021 at 5.30 PM.
- At:** Via teleconference.
- Present:** Ms F Dauth (Unit 2), Ms J Roy (Unit 4), Mr P Brown (Unit 6), Ms D Ireland (Unit 7), Ms H Batts (Unit 8), Ms E McEwan (Unit 9), Ms L Beech (Unit 10) and Mr A Coghill (Unit 12).
Mrs L Upton representing LMM Solutions Pty Ltd.
- Proxies:** Ms L Russell (Unit 1) – held by Ms L Beech.
Mr B Binning (Unit 3) – held by Ms J Roy.
- Absentees:** None.
- Apologies:** Ms L Russell (Unit 1) and Mr B Binning (Unit 3).
- Chair:** Ms J Roy was elected chairperson for the meeting.
- Quorum:** As a standard quorum was present.

MINUTES

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

CARRIED

Matters arising from Minutes

None.

ALTERNATIVE VOTING MECHANISM

- MOTION 2:** It was resolved that the Owners Corporation of UP585 agree to accept that meetings can be held via electronic means, including phone and teleconference, and by postal vote and that votes by an entitled person are recorded as valid.

CARRIED

INSURANCE

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

Policy No: 06S2797072	Due date - 16/5/22
Building replacement	\$5,780,000
Excess	\$500.00/\$2,000.00
Premium	\$9,670.42

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



MOTION 3: It was resolved that the Owners Corporation of UP585 acknowledge the Certificate of Currency and review of the insurance claims report as presented. **CARRIED**

MOTION 4: It was resolved that the Owners Corporation of UP585 authorise the Manager to adjust the building insurance in consultation with the Executive Committee. **CARRIED**

OFFICE BEARERS

MOTION 5: It was resolved that the Owners Corporation of UP585 obtain/adjust Office Bearers insurance cover to an amount as determined and agreed. **CARRIED**

ACCEPTANCE OF FINANCIAL STATEMENTS

The financial report had been circulated to all owners. The financial statements showed a balance of \$78,513.73 in the Administrative Fund and a balance of \$102,666.41 in the Sinking Fund. The balance of the Cash at Bank Account is \$176,520.13.

MOTION 6: It was resolved that the Owners Corporation of UP585 accept the financial statements as presented. **CARRIED**

Secretarial note – Owners presented further agreed that the budget is to be reviewed and adjusted by the Committee where appropriate. This includes reviewing those items identified in the resolution put forward to Owners by Ms L Russell.

INVESTMENT OF FUNDS - Special Resolution

MOTION 7: It was resolved that the Executive Committee be authorised to make determinations concerning investment of surplus funds into appropriate interest-bearing accounts. **CARRIED**

MAINTENANCE PLAN/SCHEDULE

MOTION 8: It was resolved that the Owners Corporation of UP585 have reviewed the Maintenance Plan as presented and authorise the Executive Committee to make determinations in relation to the matters and contracts as specified. **CARRIED**

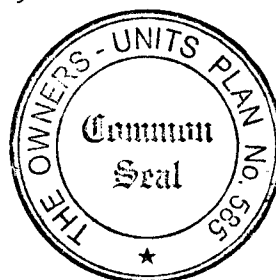
Matters arising from the Maintenance Plan and building condition.

None however efficiencies will be discussed by the Committee at future meetings.

EMERGENCY EVACUATION PLAN

MOTION 9: It was resolved that the Owners Corporation of UP585 authorise an appropriately certified company to develop emergency evacuation plans and have them installed to meet Australian Standard requirements.

Secretarial note – the above will be assessed and prioritised by the Committee in conjunction with the budget review.



ASBESTOS INSPECTION AND REPORT

- MOTION 10:** It was resolved that the Owners Corporation of UP585 authorise an appropriately certified company to undertake the necessary testing of the common property to determine if asbestos is present.

Secretarial note – a quote will be obtained for the consideration of the Committee prior to any work being undertaken.

BUDGET DEBATE

Administrative Fund

- MOTION 11a:** That the proposed Administrative Fund budget and contribution amount of \$65,000.00 be adopted. **FAILED**
- MOTION 11b:** It was resolved that the proposed Administrative Fund budget and contribution amount of \$55,000.00 be adopted. **CARRIED**

Secretarial note – the members present agreed to use surplus in the Administrative Fund to offset the levy income in the following year by \$10,000.

Sinking Fund

- MOTION 12:** It was resolved that the proposed Sinking Fund budget and contribution amount of \$20,920.00 be adopted. **CARRIED**

Administrative and Sinking Fund Levy Contribution

- MOTION 13:** It was resolved that the Owners Corporation determine a levy equal to the approved budget for the twelve-month period, commencing 1 September 2021, and to be contributed in accordance with the unit entitlements at quarterly intervals with the instalment due dates to be:



	Payment periods		Payment due dates
	FROM	TO	
Levy 1	1 November 2021	30 November 2021	1 November 2021
Levy 2	1 December 2021	28 February 2022	1 February 2022
Levy 3	1 May 2022	31 May 2022	1 May 2022
Levy 4	1 June 2022	31 August 2022	1 August 2022

CARRIED

STRATA MANAGEMENT AGENCY AGREEMENT

- MOTION 14:** It was resolved that Link Strata Management was appointed to manage the development and that a 2-year agreement will be signed.

Secretarial note – members present provided Owners with advice in relation to the Strata Management companies approached for a quote (4 in total). The members outlined the key areas to be addressed by each Management company and the outcomes. The members present approved the signing of a 2-year Agreement with Link Strata Management.

ELECTION OF COMMITTEE

- MOTION 15:** It was resolved that all Owners of UP585 are elected to form the Executive Committee until the next Annual General Meeting. **CARRIED**

The following owners were elected to stand as Executive Committee Members until the next Annual General Meeting. At the meeting Owners present appointed the Executive Committee positions as follows:

Chair –	Ms J Roy
Secretary –	Ms L Beech
Treasurer –	Ms D Ireland

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

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

- MOTION 16:** It was resolved that Rule 1.4 of the Default Rules be amended. **CARRIED**
- MOTION 17:** It was resolved that Owners Corporation make an Alternative Rule 2.0 relating to the execution of documents. **CARRIED**
- MOTION 18:** It was resolved that the Owners Corporation make an Alternative Rule 3.0 relating to the recovery of legal fees. **CARRIED**
- MOTION 19:** It was resolved that the Owners Corporation of UP585 amend the Default Rules of the Unit Titles (Management) Regulation 2011 for adoption and registration with the Land Titles Office and for the cost of registration be paid from the Administrative Fund. **CARRIED**

ALTERNATIVE RULES - Special Resolution

- MOTION 20:** That the Owners Corporation of UP585 authorise the Executive Committee to derive a set of Alternative Rules for adoption and registration (with the amended Default Rules). **CARRIED**

GENERAL BUSINESS

Works to be completed – asbestos panels

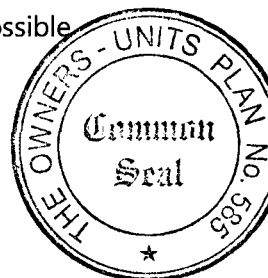
Members present discussed the aspect that the asbestos panels require assessment and possible replacement. This will be discussed with the incoming Manager.

Action plan re Riverwall quote

As noted above, this will be discussed with the incoming Manager.

Resolutions put forward to Owners by Ms L Russell

Ms Russell advised in writing that resolutions relating to Motion 11 (Administrative Fund Budget) and Motion 12 (Sinking Fund Budget) were not accepted by the previous Committee to be included in the AGM Notice. Ms D Ireland explained to the Owners present that the reason that the Motions had not been included is that these were put forward only 2 hours prior to AGM Notice needing to go out to Owners. Furthermore, Ms Russell had the option to attend the AGM to discuss with other Owners present.



The full written request was read by the Manager to all members in attendance. Although the Owners understood the intention of the resolution requests, they agreed that these could not be voted on as they had not been included in the AGM Notice however they also agreed that there may be a potential to review expenditure.

Thanks to the outgoing Committee

Owners present thanked the exiting Committee for their diligence and hard work through the previous years.

With no further business, the meeting closed at 7.43 pm.





For the client experience
you deserve!

PO Box 884
GUNGAHLIN ACT 2912
P 0409 989 108

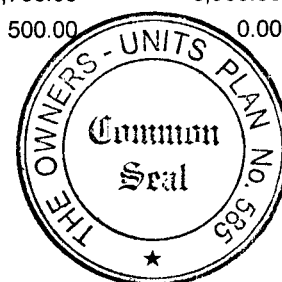
enquiries@LMMsolutions.com.au

LMM Solutions Pty Ltd Licensed Agent No 18402031
ACN 309 866 588 T/A ABN 38 509 624 936

Units Plan No. 585

PROPOSED ANNUAL BUDGET

	ACTUAL 01/09/20-31/08/21	BUDGET 01/09/20-31/08/21	BUDGET 01/09/21-31/08/22
<u>ADMINISTRATIVE FUND</u>			
<u>INCOME</u>			
Levies - Administrative Fund	41,000.00	41,000.00	55,000.00
Insurance Recoveries	82,655.04	0.00	(62,136.80)
Interest On Overdue Levies	102.25	0.00	0.00
TOTAL ADMIN. FUND INCOME	123,757.29	41,000.00	(7,136.80)
<u>EXPENDITURE - ADMIN. FUND</u>			
Accounting - Tax Returns	750.00	500.00	250.00
Bank Charges	4.80	80.00	0.00
Cleaning	2,420.00	3,500.00	2,600.00
Cleaning - Carpark	0.00	0.00	100.00
Cleaning - Gutter	2,442.00	3,250.00	3,168.00
Fire Prtcn-Repairs & Servicing	1,512.50	0.00	500.00
Fire Evacuation Plan	0.00	0.00	2,882.00
Garden & Grounds	4,825.00	3,500.00	4,914.00
Garden & Grounds - Irrigation	385.00	0.00	350.00
Government Fees	183.00	0.00	165.00
Height Safety System	440.00	0.00	450.00
Income Tax	0.00	300.00	0.00
Insurance Payouts	17,472.40	0.00	0.00
Insurance - Excess	0.00	1,000.00	4,000.00
Insurance - Premium	9,670.42	8,670.00	10,640.00
Insurance Valuation	0.00	446.00	0.00
Keys/Access	(121.00)	0.00	0.00
Legal & Debt Collection Fee	33.00	6,000.00	6,000.00
Management Fees	4,978.38	6,000.00	6,000.00
Management Fees - Additional	17,105.00	0.00	0.00
Miscellaneous	275.00	6,000.00	1,736.00
Pest Control	176.00	0.00	0.00
Plumbing & Drainage - Ppm	0.00	0.00	2,000.00
Reports	992.30	0.00	8,195.00
Rubbish Removal	0.00	500.00	0.00
Sinking Fund Forecast Report	120.00	0.00	0.00
Utilities - Electricity	625.50	900.00	650.00
Utilities - Water & Sewerage	5,423.61	5,700.00	5,900.00
R&M - Electrical	0.00	500.00	0.00





For the client experience
you deserve!

PO Box 884
GUNGAHLIN ACT 2912

P 0409 989 108

enquiries@LMMsolutions.com.au

LMM Solutions Pty Ltd Licensed Agent No 18402031
ACN 309 866 588 T/A ABN 38 509 624 936

Units Plan No. 585

PROPOSED ANNUAL BUDGET

	ACTUAL 01/09/20-31/08/21	BUDGET 01/09/20-31/08/21	BUDGET 01/09/21-31/08/22
R&M - Garage	250.00	500.00	500.00
R&M - Garden & Grounds	132.00	500.00	0.00
R&M - General	330.00	2,000.00	2,000.00
R&M - Locks & Access	0.00	300.00	0.00
R&M - Plumbing & Drainage	3,486.10	1,500.00	2,000.00
<u>TOTAL ADMIN. EXPENDITURE</u>	73,911.01	51,646.00	65,000.00
<u>SURPLUS / DEFICIT</u>	\$ 49,846.28	\$ (10,646.00)	\$ (72,136.80)
Opening Admin. Balance	28,667.45	28,667.45	78,513.73
<u>ADMINISTRATIVE FUND BALANCE</u>	\$ 78,513.73	\$ 18,021.45	\$ 6,376.93
NUMBER OF UNITS OF ENTITLEMENT:		1,000	1,000
AMOUNT PER UNIT OF ENTITLEMENT:		\$ 41.0000	\$ 55.0000





For the client experience
you deserve!

PO Box 884
GUNGAHLIN ACT 2912

P 0409 989 108

enquiries@LMMsolutions.com.au

LMM Solutions Pty Ltd Licensed Agent No 18402031
ACN 309 866 588 T/A ABN 38 509 624 936

Units Plan No. 585

PROPOSED ANNUAL BUDGET

	ACTUAL 01/09/20-31/08/21	BUDGET 01/09/20-31/08/21	BUDGET 01/09/21-31/08/22
<u>SINKING FUND</u>			
<u>INCOME</u>			
Levies - Sinking Fund	35,000.00	35,000.00	20,920.00
Interest On Overdue Levies	21.83	0.00	0.00
<u>TOTAL SINKING FUND INCOME</u>	35,021.83	35,000.00	20,920.00
<u>EXPENDITURE - SINKING FUND</u>			
Sf - Building Improvements	0.00	0.00	16,683.00
Sf - Building Repairs	0.00	40,000.00	15,451.00
Sf - General Replacements	0.00	1,236.00	1,273.00
Sf - Intercom	0.00	0.00	10,300.00
Sf - Lighting	0.00	0.00	697.00
Sf - Roof	12,375.00	12,375.00	0.00
Sf - Security & Access	0.00	0.00	516.00
<u>TOTAL SINK. FUND EXPENDITURE</u>	12,375.00	53,611.00	44,920.00
<u>SURPLUS / DEFICIT</u>	\$ 22,646.83	\$ (18,611.00)	\$ (24,000.00)
Opening Sinking Fund Balance	80,019.58	80,019.58	102,666.41
<u>SINKING FUND BALANCE</u>	\$ 102,666.41	\$ 61,408.58	\$ 78,666.41
NUMBER OF UNITS OF ENTITLEMENT:		1,000	1,000
AMOUNT PER UNIT OF ENTITLEMENT:		\$ 35.0000	\$ 20.9200





For the client experience
you deserve!

PO Box 884
GUNGAHLIN ACT 2912
P 0409 989 108

enquiries@LMMsolutions.com.au

LMM Solutions Pty Ltd Licensed Agent No 18402031
ACN 309 866 588 T/A ABN 38 509 624 936

Units Plan No. 585

LOT BUDGET SUMMARY

31/08/2022

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

Administrative Fund				Sinking Fund	
<u>Lot No</u>	<u>Unit No</u>	<u>Entitlement</u>	<u>Net</u>	<u>Net</u>	<u>Net Total</u>
00001	1	77	1,058.75	402.71	1,461.46
00002	2	75	1,031.25	392.25	1,423.50
00003	3	75	1,031.25	392.25	1,423.50
00004	4	86	1,182.50	449.78	1,632.28
00005	5	93	1,278.75	486.39	1,765.14
00006	6	93	1,278.75	486.39	1,765.14
00007	7	79	1,086.25	413.17	1,499.42
00008	8	79	1,086.25	413.17	1,499.42
00009	9	79	1,086.25	413.17	1,499.42
00010	10	88	1,210.00	460.24	1,670.24
00011	11	90	1,237.50	470.70	1,708.20
00012	12	86	1,182.50	449.78	1,632.28
Lot Total			\$13,750.00	\$5,230.00	\$18,980.00
Total			\$13,750.00	\$5,230.00	\$18,980.00





Ch



SR\$3216233

20/12/2022 13:20:52 Call S

3216233

LAND TITLES
ACCESS CANBERRA
Directorate.UTION
RATION

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
1145:13	KINGSTON	22	19&20	585

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

New rules approved for addition to existing.

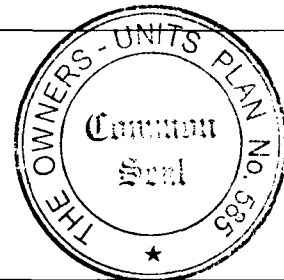
SUPPORTING DOCUMENTATION

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

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

COMMON SEAL OF OWNERS CORPORATION

(Seal must be affixed)



CERTIFICATION **Delete the inapplicable***Applicant**

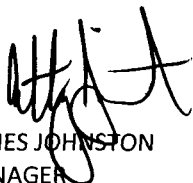
~~*The Certifier has taken reasonable steps to verify the identity of the Registered Proprietor/Managing Agent or his, her or its Administrator or attorney.~~

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

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

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

Signed By:



ANTHONY JAMES JOHNSTON
BUSINESS MANAGER

Witness;

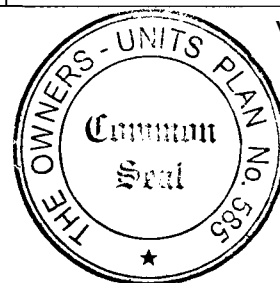


ANGELA MORRIS

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

OFFICE USE ONLY

Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		Evidence Manager Appointed	Yes ☐
Registered by	jm	Registration Date	09/01/2023



VOI Filed

“OAKLEAVES”
6 HOWITT STREET, KINGSTON ACT 2604
UNITS PLAN N). 585

Schedule 1

1.1 Definitions—default rules

(Approved at the AGM 27/09/2021)

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

1.2 Payment of rates and taxes by unit owners

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

1.3 Repairs and maintenance

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

1.4 Erections and alterations -*amended* Approved at AGM 27/09/2021

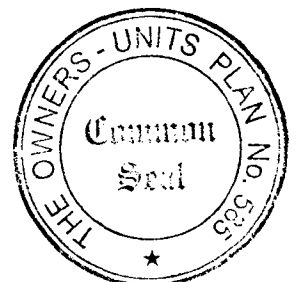
- (1) A unit owner may erect or alter any structure in or on the unit or the common property only—
 - (a) in accordance with the express permission of the Executive Committee; and
 - (b) in accordance with the requirements of any applicable Territory Law (for example, a law requiring development approval to be obtained for the erection or alteration).
- (2) Permission may be given subject to conditions stated in the resolution.
- (3) However, if the structure is sustainability infrastructure, the owners corporation's permission must not be unreasonably withheld.

Examples—permission not unreasonably withheld

- safety considerations
- structural considerations

Example—permission unreasonably withheld

external appearance of a unit or the units plan



1.5 Pets in units

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

1.6 Assistance animals

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

1.7 Use of common property

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

1.8 Hazardous use of unit

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

1.9 Use of unit—nuisance or annoyance

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



1.10 Noise

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

1.11 Illegal use of unit

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

1.12 What may an executive committee representative do?

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

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

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

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



Alternative Rules 2

alternative rules means rules other than the default rules

2.1 Seal of owners corporation

For the attaching of the seal of the owners corporation to a document to be effective the Strata Manager is allowed to apply the seal to all statutory documents required under the Units Titles (Management) Act; including Section 119 certificates and notices of reduced quorums.

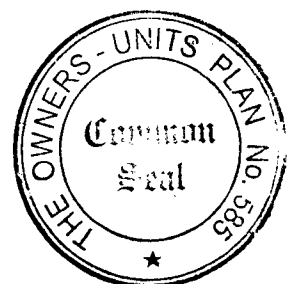
The Executive Committee to approve the application of the seal on all other documents, such as contracts and service agreements.

2.2 All Strata Related Correspondence including General Meeting papers may 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 and all other general correspondence will be sent by email to an address notified for this purpose by the owner. If no email address is nominated to the Strata Manager, the notice will be sent by post.

2.3 Recovery of Legal Fees

- (1) If an Owners Corporation incurs legal fees or other costs in any legal or administrative action against a unit owner, the unit owner shall, unless a court order directs otherwise, be liable to pay the Owners Corporation the amount of the legal fees or other costs incurred by the Owners Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.
- (2) The unit owner agrees that any monies which are payable pursuant to *Rule 3.0 (1)* shall be a debt enforceable by the Owners Corporation against the unit owner.
- (3) The legal fees and other costs payable in accordance with *Rule 3.0 (1)* shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owners Corporation. For the avoidance of doubt, any legal fees or other costs incurred by the Owners Corporation which cannot be evidenced by a written invoice as due and payable, shall not form part of, and will not be recoverable against, in accordance with *Rule 3.0 (1)*.
- (4) The Owners Corporation shall not commence any action against any unit owner other than to recover outstanding levies, without a majority vote from a General Meeting.





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	10	Block	19	Section	22	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) ☐ | () | (X) |
| Certificate Number: 35095 | | Dated: 14-FEB-90 |
| 4. Has an application for Subdivision been received under the Unit Titles Act? | (see report) | |
| 5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004? | (see report) | |
| 6. If an application has been determined, is the land subject to an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007, or part 6.3 of the Planning Act 2023? | (see report) | |
| 7. Has a development application been received, or approval (applications lodged prior to 2 April 1992 will not be included)? | (see report) | |
| 8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included) | (see report) | |
| 9. Has an Order been made in respect of the Land pursuant to Part 11.3 of the Planning & Development Act 2007 or Part 12.3 of the Planning Act 2023? | (see report) | |
| 10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land? | (see report) | |

Applicant's Name :

Info Track

Date: 27-OCT-25 12:44:43

E-mail Address :

actenquiries@infotrack.com.au

Client Reference :

12540 - 176883363



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

27-OCT-2025 12:44

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 2

INFORMATION ABOUT THE PROPERTY

KINGSTON Section 22/Block 19/Unit 10

Building Class: A

Area(m2): 1,010.3

Unimproved Value: \$3,000,000

Year: 2025

Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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

KINGSTON Section 22/Block 20/Unit 10

Building Class: A

Area(m2): 1,010.3

Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

No Applications Found.

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

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

Sect	Blk	DA No.	Description	Overlay Policy	Status
22	22	202443506	PLANNING ACT 2023 - PROPOSAL FOR LEASE VARIATION - To vary the leases over blocks 13 and 22 section 22 Kingston by adding reciprocal access easements to each block.	Approval Conditional	31-JAN-25
22	13	202443506	PLANNING ACT 2023 - PROPOSAL FOR LEASE VARIATION - To vary the leases	Approval Conditional	31-JAN-25



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

27-OCT-2025 12:44

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 2

22 13

over blocks 13 and 22 section 22 Kingston by
adding reciprocal access easements to each
block.

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 recorded by the Environment Protection Authority (EPA) regarding the contamination status of the land. This information is available via the EPA Contaminated Land Search. For further information on how to perform a search, please go to: <https://www.accesscanberra.act.gov.au/city-services/contaminated-sites> . For general information on land contamination in the ACT, please contact the Environment Protection Authority on 13 22 81.

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 ----

31 October 2025

INFO TRACK

Ref			
Re	Lot	10	Units Plan No. 585
Fee	342		Paid

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. 585

Unit No: 10

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: **88**

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	Ms Jo Roy	PO Box 154 CURTIN ACT 2605
Secretary	Ms Libby Beech	PO Box 154 CURTIN ACT 2605
Treasurer		
Committee	Ms Freya Dauth	PO Box 154 CURTIN ACT 2605
	Mr Alistair Grantham	PO Box 154 CURTIN ACT 2605
	Ms Sally McEwan	PO Box 154 CURTIN ACT 2605

Funds Details

Contributions payable to Administration Fund:

Total amount last determined with respect of the unit **\$4,719.88**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/11/25 to 31/01/26	1,179.97	15/11/25		0.00	15/11/25
01/02/26 to 30/04/26	1,179.97	01/02/26		0.00	01/02/26
01/05/26 to 31/07/26	1,179.97	01/05/26		0.00	01/05/26
01/08/26 to 31/10/26	1,179.97	01/08/26		0.00	01/08/26

UNIT TITLE SALE CERTIFICATE**Section 119 (1) (a)****Units Plan No. 585 - Unit 10**Amount (if any) outstanding (credit shown with -) **\$1,179.97**Paid to **31/10/25**

Special contributions payable to Administration Fund:

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

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

Nil

Contributions payable to Sinking Fund:

Total amount last determined with respect of the unit

\$2,072.04

Number of instalments payable

4

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/11/25 to 31/01/26	518.01	15/11/25		0.00	15/11/25
01/02/26 to 30/04/26	518.01	01/02/26		0.00	01/02/26
01/05/26 to 31/07/26	518.01	01/05/26		0.00	01/05/26
01/08/26 to 31/10/26	518.01	01/08/26		0.00	01/08/26

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

\$518.01Paid to **31/10/25**

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
---------	--------	--------	----------	-----------	----------	------------

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

Nil

Other amounts owing

Rate of interest payable **10.00** per cent

Purpose	Fund
---------	------

Interest Owing

Amount

Due Date

Amount Due

Nil

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

Nil

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

Nil

UNIT TITLE SALE CERTIFICATE**Section 119 (1) (a)****Units Plan No. 585 - Unit 10****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	HU0006147894	7,025,627.00	16/05/26	14/05/25	14,627.34
<i>PUBLIC LIABILITY</i> CHU UNDERWRITING AGENCIES P/L	HU0006147894	20,000,000.00	16/05/26	14/05/25	0.00
<i>OFFICE BEARERS</i> CHU UNDERWRITING AGENCIES P/L	HU0006147894	1,000,000.00	16/05/26	14/05/25	
<i>COMMON CONTENTS</i> CHU UNDERWRITING AGENCIES P/L	HU0006147894	70,256.00	16/05/26	14/05/25	14,627.34
<i>LOSS OF RENT</i> CHU UNDERWRITING AGENCIES P/L	HU0006147894	1,053,844.00	16/05/26	14/05/25	
<i>VOLUNTARY WORKERS</i> CHU UNDERWRITING AGENCIES P/L	HU0006147894	\$2000/\$200,000	16/05/26	14/05/25	
<i>GOVT AUDIT COSTS</i> CHU UNDERWRITING AGENCIES P/L	HU0006147894	25,000.00	16/05/26	14/05/25	
<i>LEGAL DEFENCE EXPENS</i> CHU UNDERWRITING AGENCIES P/L	HU0006147894	50,000.00	16/05/26	14/05/25	
<i>LOT OWNERS IMPROVE</i> CHU UNDERWRITING AGENCIES P/L	HU0006147894	250,000.00	16/05/26	14/05/25	
<i>WORKPLACE SAFETY</i> CHU UNDERWRITING AGENCIES P/L	HU0006147894	100,000.00	16/05/26	14/05/25	
<i>FIDELITY GUARANTEE</i> CHU UNDERWRITING AGENCIES P/L	HU0006147894	100,000.00	16/05/26	14/05/25	
<i>CATASTROPHE-TEMP ACC</i> CHU UNDERWRITING AGENCIES P/L	HU0006147894 - Extended Cover	61,583.96	16/05/26	14/05/25	
<i>CATASTROPHE-STORAGE</i> CHU UNDERWRITING AGENCIES P/L	HU0006147894	52,692.00	16/05/26	14/05/25	
<i>OPTIONAL PAINT</i> CHU UNDERWRITING AGENCIES P/L	HU0006147894	Included	16/05/26	14/05/25	
<i>FLOATING FLOORBOARDS</i> CHU UNDERWRITING AGENCIES P/L	HU0006147894	Included	16/05/26	14/05/25	
<i>CATASTROPHE COVER</i> CHU UNDERWRITING AGENCIES P/L	HU0006147894	1,053,844.00	16/05/26	14/05/25	

Fund Balances

Balances as at: 31 October 2025

Administrative Fund	61,266.26
Sinking Fund	9,601.33

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 585 - Unit 10

Developer Control Period

Developer Control Period Expiry Date:

Borrowed Money

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

Yes. Solar Panel Loan with Brighte Capital Pty Ltd. Loan Dated 23 April 2025 for \$48,605.99.
10 Year term with fortnightly payments. Current balance of loan at 13-08-25 \$48,045.14

Sustainability Infrastructure

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

Yes

Crown Lease Extension Application

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

11 December 2023

Ongoing Development Approval

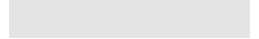
Whether the units plan is subject to ongoing Development Approval conditions:

N/A

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 585 - Unit 10



The Common Seal of The Owners Corporation No 585 was hereunto affixed in the presence of Link Strata Management by a person authorised under the Unit Titles (Management) Act 2011 to attest the fixing of the Common Seal.

This certificate is valid for a period of 30 days unless new or varied contributions are approved within that period.

Dated at Canberra the **31 October 2025**

Unit Titles (Management) Act 2011

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions

A1 The Owners Units Plan No: 585

A2 Annual General / ~~General~~ meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on:- Tuesday 29 November 2022

Tick applicable box, or both boxes if applicable:

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

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

A3 Reduced Quorum Decisions

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

Date of decision

Full text of reduced quorum decision

Tuesday 29 November 2022

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 30 November 2022

Signed: *Gigi Morris*

Designation: Gigi Morris for Units Plan No 585

MINUTES OF ANNUAL GENERAL MEETING

Units Plan No. 585

DATE & TIME Tuesday 29 November 2022 at 5:00 PM
LOCATION Zoom Meeting
<https://us02web.zoom.us/j/89862176600?pwd=V0ZaT3RFWWFsZlJjaXFMMmlDV1Awdz09>

ATTENDANCE

PRESENT: Ms F Dauth, Ms J Roy, Mr S James, Ms H Batts, Ms S McEwan and Ms L Beech.

IN ATTENDANCE: Ms G Morris representing Link Strata Management.

PROXIES: Mr A Coghill proxy to Ms J Roy.

CHAIR: Ms J Roy was elected Chairperson however Ms G Morris facilitated the meeting on her behalf.

QUORUM

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

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

1. PREVIOUS GENERAL MEETING MINUTES

It was resolved that the minutes of the previous Annual General Meeting dated 27 September 2021 and Special General Meeting dated 31 May 2022 be accepted as presented.

MOTION CARRIED

2. FINANCIAL STATEMENTS

It was resolved that the financial statements for the period 1 September 2021 to 31 August 2022 be accepted as presented.

MOTION CARRIED

3. PROPOSED ADMINISTRATIVE FUND BUDGET

It was resolved that the proposed Administrative Fund expenditure budget of \$56,055.00 and levy contributions of \$41,055.00 be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 15 December 2022, 1 February 2023, 1 May 2023, and 1 August 2023

MOTION CARRIED

4. PROPOSED SINKING FUND BUDGET

It was resolved that the proposed Sinking Fund expenditure budget of \$99,930.00 and levy contributions of \$21,548.00 be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 15 December 2022, 1 February 2023, 1 May 2023, and 1 August 2023

Levies to be due as follows:

Period of Levy	Levy Due Date
1 November 2022 to 31 January 2023	15 December 2022
1 February 2023 to 30 April 2023	1 February 2023
1 May 2023 to 31 July 2023	1 May 2023
1 August 2023 to 31 October 2023	1 August 2023

MOTION CARRIED

5. RULES OF THE OWNERS CORPORATION

It was resolved by Special Resolution that the Owners Corporation agrees to remove Rule 2.1 and 2.2 and replace them with the below rules to the Registered Rules as rules no. 2.1 and 2.2 and register them with the Land Titles Office and apply the Common Seal to documents as required.

2.1 Seal of owners corporation

For the attaching of the seal of the owners corporation to a document to be effective the Strata Manager is allowed to apply the seal to all statutory documents required under the Units Titles (Management) Act; including Section 119 certificates and notices of reduced quorums.

The Executive Committee to approve the application of the seal on all other documents, such as contracts and service agreements.

2.2 All Strata Related Correspondence including General Meeting papers may 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 and all other general correspondence will be sent by email to an address notified for this purpose by the owner. If no email address is nominated to the Strata Manager, the notice will be sent by post.

MOTION CARRIED AS A SPECIAL RESOLUTION

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:

Ms F Dauth, Ms J Roy, Ms H Batts, Ms S McEwan and Ms L Beech.

MOTION CARRIED

Secretarial Note: The meeting thanked the previous Executive Committee for their service. If other Owners not present at the AGM want to be part of the EC, they are able to do so by notifying Link, noting that it is preferable that Executive Committee members be responsive in a timely manner when approvals are required.

GENERAL BUSINESS

- **Maintenance Plan Discussion:**

Link raised concern with the detail of the current maintenance plan.

It was decided that the incoming Executive Committee would review this and look at updating the current plan.

- **Unit Exhaust Fans:**

Ms L Beech raised concerns regarding the sound and effectiveness of the current exhaust fans in the units. It was advised that Ms Beech is seeking a quote for their unit which they would like to share with the rest of the owners. The meeting agreed that this could be looked at holistically by the owners corporation if enough owners are experiencing the same problems.

Link explained that this is not a common property issue. **Ms L Beech is to provide her quote to Link to send to owners and ask if anyone is experiencing the same problems and may wish to look at having their work done collectively.**

- **Out of Session approvals:**

The meeting ratified the following out of session approvals that were carried out during the last financial year. It was also discussed that the incoming EC should hold more regular EC minutes to document any out of session approvals and ensure all owners see this via the meeting minutes.

Financial:

- Unit 8 roof repair
- Walkway repairs
- Unit 7 possum disposal
- Unit 7 asbestos
- Unit 2 internet repair
- Common lighting repair
- Common door repair
- Bin collection with ISOF
- Irrigation repairs
- Gutter clean
- Intercoms replaced
- Garden light repair
- Garage door repair
- Tree trimming

Non- Financial:

- EC approval process
- Unit 10 alteration application

- **Roof Repair Rectification with Insurer/Riverwall:**

The meeting discussed the progress with the insurers regarding the roof report from the building consultant to assess if Riverwall is to rectify any of their work. The broker has been asked to provide their advice on the report for reference when receiving the feedback from the insurers. Link also explained that although they previously began trying to progress this further by going to the insurer directly, this is what the broker is in place for and have now been pushing back on the broker to chase the insurer. Link to follow up with the broker and ask that they inform the insurer the Owners Corporation wish to have a trade attend to quote on all the required repairs. Once the insurers confirm with Riverwall what they will/will not cover the quote can be amended.

- **Asbestos removal:**

Previously approved works to go ahead and the remaining asbestos removal was discussed, and it was agreed that the incoming Executive Committee should review this and inform the owners of the decision via Executive Committee minutes.

- **Trades people parking:**

It was noted that some trades that have been working on individual units have been parking inappropriately. Owners are reminded to let any visitors know to use the visitor parking bays.

MEETING CLOSED: 5:35 p.m.

MINUTES OF EXECUTIVE COMMITTEE MEETING

Units Plan No. 585

DATE & TIME Tuesday 7th March 2023 at 5:00 PM

LOCATION On site and via Zoom.
<https://us02web.zoom.us/j/85455950561?pwd=RjFYU3pKV2lCSVlnMlRhdDRsRmJMUT09>

ATTENDANCE

PRESENT: Ms J Roy, Ms S McEwan, Ms F Dauth, Ms L Beech, Ms H Batts.
Mr S Gordon was also present at the meeting, acting as an observer, and was unable to cast any votes.

IN ATTENDANCE: Ms G Morris representing Link Strata Management.

CHAIR: Ms J Roy was elected Chairperson however Ms G Morris facilitated the meeting on her behalf.

AGENDA

1. Election of Office Bearers

The following owners were confirmed as being elected to the below positions:

- a. Chairperson** – Ms. J Roy
- b. Secretary** – Ms. L Beech
- c. Treasurer** – Ms. S McEwan

2. Minutes of the last EC Meeting.

The minutes of the previous meeting held on 25 November 2021 were accepted.

3. EC Member's Conflict of Interest.

No conflict of interest was declared.

4. Financial Statements.

The financial statements were accepted.

5. EC Out-of-Session Approvals.

- Painting of area around intercom to be performed by EC.
- Gutter cleaning completed February 2023.
- Irrigation repairs conducted by All Seasons Horticulture February 2023.

6. EC Approvals to be Considered at this Meeting.

- **Asbestos panel quotes – Baicol/Canberra Building Remediation**
Two quotes have been received to replace all panels in the complex. Whilst the EC supported the Baicol quote, they decided that the quotes for this work should go to a voting paper for all owners. Link to advise whether the voting for this requires 50 plus one for it to be approved.
- **Baicol to quote on urgent asbestos removal.**
The meeting raised concerns that there are open areas of asbestos on site that require urgent attention. Baicol to be asked to attend and walk around the complex to identify if there are areas of asbestos to be removed with urgency.

7. Roofing Update.

- **Riverwall**
Riverwall agreed to complete rectifications to the air conditioning units as well as the gutter overhang. This work has now been completed. We await the sign off by the insurers.
- **Baicol**
Baicol to look at work performed by Riverwall now that it's complete and advise what else they believe needs to be done. They will also be provided with the building consultant report which outlined maintenance items to be addressed. Once they provide quotes, these will be taken to the EC.

8. General Business

- **Water leaks update:**
A questionnaire will be issued to all owners asking that water related issues are declared. This will assist us in getting an accurate idea of what is currently still leaking.
- **Maintenance Plan:**
Link to provide the EC with sample of QIA Maintenance Plan and estimate costings. EC to decide how to update the maintenance plan.
- **Exhaust fan update:**
Ms L Beech kindly provided an update on the investigation surrounding the upgrade of one of the external exhaust fans positioned on the roof. She advised that an energy efficient and quieter exhaust fan has been sourced from a ventilation expert and Baicol are installing it over the coming weeks. The installation will be used as a trial for others if they wish to consider replacing theirs as well. Unit owners 10 and 4 are sharing the cost, and they will let us know how effective the work is once completed.

MINUTES OF GENERAL BALLOT Units Plan No. 585

DATE & TIME 12 April 2023 at 3:00 PM
LOCATION Voting Paper

ATTENDANCE

Present

Ms F Dauth, Ms J Roy, Ms S McEwan, Mr S Gordon, Ms L Beech and Mr A Coghill.

In Attendance

Ms G Morris of Link Strata Management.

Apologies

Nil

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.

Meeting opened on: 29 March 2023 at 3:00 PM

1 CONDUCT MEETING VIA VOTING PAPER

That the Owners Corporation agrees to conduct the meeting via voting paper.

MOTION CARRIED

**2 ASBESTOS QUOTE - BAICOL CONSULTANCY
CONSTRUCTION MAINTENANCE**

Ordinary Resolution - That the Owners Corporation agrees to accept the asbestos removal quote from Baicol Consultancy Construction Maintenance for \$86,460.00 inc GST. This amount is to be paid from the sinking fund.

MOTION CARRIED

3 ASBESTOS QUOTE - CAPITAL BUILDING REMEDIATION

That the Owners Corporation agrees to accept the asbestos removal quote from Canberra Building Remediation for \$168,850.00 inc GST .
This amount is to be paid from the sinking fund.

MOTION DEFEATED

There being no further business the meeting closed.

Meeting closed on 12 April 2023 at 3:00 PM

PO Box 154
CURTIN ACT 2605
Email admin@linkservices.com.au

Unit Titles (Management) Act 2011

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions

A1 The Owners Units Plan No: 585

A2 ~~Annual General~~ / General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on:- 12 April 2023.

Tick applicable box, or both boxes if applicable:

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

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

A3 Reduced Quorum Decisions

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

Date of decision

Full text of reduced quorum decision

See Attached Minutes

A4 Owners Corporation Declaration

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

Date 13 April 2023

Signed: *Gigi Morris*

Designation: Gigi Morris for Units Plan No 585

MINUTES OF EXECUTIVE COMMITTEE MEETING

Units Plan No. 585

DATE & TIME Monday 22 April 2024, 4.30 PM

LOCATION Skype Meeting

Attendees: Freya Dauth (Unit 2), Helen Batts Unit 8, Sally McEwan (Unit 9),
Libby Beech (Unit 10)

Apologies: Jo Shapley (Unit 4), Stuart (Unit 6)

Other attendees: Andy Coghill for item on Solar only

**Executive Committee members are reminded to declare any conflict of interest at the beginning of each agenda item/s. Any additional agenda items are requested in writing 48 hours prior to the meeting.*

No conflicts of interest were declared.

RECORD OF MEETING

1. Solar panels

The EC has been investigating the potential to install roof top solar in the complex after the being found eligible to take part in the program by the ACT Government's ['Solar for Apartment Project'](#) .

As part of this process, the EC has been coordinating quotes and information regarding the grants and interest free loans, and asked owners in an email dated 14 March to vote on i) a feasibility study to determine benefits, ii) having a meeting for owners to ask questions and find out more.

The vote results were in favour of both.

Advice from Jeff Sykes, Solar Choice advises that there is definitely a benefit to the common areas and the feasibility study would be able to demonstrate this. Concerns have been raised from owners about the gutters and the impact they may have on the panels and this process, if not fixed beforehand.

Action:

i) continue with the process and pay for the feasibility study from Owners Corporation funds without making a formal commitment to going ahead. Noting this may be an issue with the

gutters, proceed up to this point, and then wait for advice from the hydraulic engineer about the gutters if not heard by this time.

ii) If the feasibility study demonstrates a benefit, an Information session with Owners to be arranged.

iii) EC to provide minutes to Link providing evidence that a resolution was passed for both the above for the purpose of payment for the study.

iv) insurance for solar panels needs to be included in feasibility study and/or included in the scope of building insurance premiums.

2. Gutters

The EC have received a request from Link 22/4 on whether we wish to accept the proposal from Johns Lyng Group for comprehensive hydraulic reports at a cost of \$3437.50.

Action:

- i) With no information providing the scope of work that the report is to contain, the EC did not agree to proceed with the quote.
- ii) Instead, the EC to try and seek a hydraulic consultant and to include all formal advice received to date from contractors. This information will inform the scope of work for the consultant.

3. Ceiling repairs Stairwell 1

The EC was asked whether they wanted to approve the quote from Bailcol for the stairwell roof repairs.

Action: EC to wait for further advice on whether it is sensible to repair given the gutters are still an issue. This will hopefully be informed from the hydraulic engineer consultant report. If not, then the EC agreed to wait until the gutter issue has been fixed.

4. Mould/replacement of carpet Stairwell 1

Carpets were cleaned in Stairwell 1 because it had white mould as a result of the recent water ingress. The cleaning supplier recommended it be removed and replaced. The EC was asked whether they wished to do this, and/or seek other quotes from other suppliers.

Action:

Helen to do a close up inspection and in consultation with other owners within stairwell 1, decide whether they think it is best to remove the carpet only. If removed, it was agreed that, as a minimum, the area should be treated for mould and as long as it doesn't cause a tripping hazard. Once a decision has been made, they are to inform Link and copy the EC in.

Replacement of carpet should be done once the gutter issue has been fixed.

They are also to check with Link or supplier to whether plastic strips need to be replaced straight away or whether it can wait until new carpet is laid.

5. Building Insurance

See email from Gigi dated 5/4 providing an alternative option for insurance brokerage services.

Action: Unit 9 (Sally) to find out what the advantages of changing brokers are, and to circulate to the EC for feedback/decision.

6. Lighting in Stairwell 1

Maritex were asked to reset lights to original design in Stairwell 1 (units 1,2,7,8), so lights come on when doors open. Maritex attended and had faulty light sensors replaced in stairwell 3 (units 5,6,11,12) by error.

Gigi is waiting on Maritex to get back to her to confirm why this happened and asked if we wanted to issue a work order to have the other 2 stairwell light sensors repaired so they function the same way.

Action: EC to find out from Link if we are we being charged for the incorrect fixing.

EC agreed to keep lights as they are in stairwells (unless otherwise advised) and not to issue a work order.

7. Recording devices use on common property

Several concerns have been raised by owners about a Unit using recording devices on common property. Despite seeking further information from the Unit involved, there has been no appropriate response confirming if and why such devices are there and for what purpose.

Action: Link to advise the EC about obtaining a clause in the house rules that addresses having devices on common property. If this requires a special resolution to vote on, then the EC is willing to do this at the next AGM.

In addition, as some owners felt unsafe and/or that their privacy is being invaded, they will be seeking Legal advice on the matter.

Other business

The build-up of maintenance issues and the timeliness of action being taken for the complex was discussed.

It was agreed that in order for this to be managed efficiently and effectively in the future, the EC would trial having one main point of contact for all issues, and then other contacts for each stairwell at times when required.

The main point of contact will be Unit 10 (Libby) and stairwell contacts will be: Unit 6 (Stuart), Unit 9 (Sally), Unit 8 (Helen). Libby will contact those by text in urgent cases.

The trial will run up until the next AGM. After this time a decision can be made as to whether to continue with this arrangement, and if so, whether it be done on a rotational basis (i.e 3 monthly) so the responsibility is shared.

Decision making still falls to EC members and all emails from Strata and each other will still remain as is.

MINUTES OF GENERAL MEETING Units Plan No. 585

DATE & TIME Tuesday 20 August 2024 at 12:00 PM
LOCATION Voting Paper

ATTENDANCE

In Attendance:

Ms L Klose and Ms K Gosai representing Link Strata Management.

Pre-Meeting Voting:

Ms L Russell	Voting Paper
Ms F Dauth	Voting Paper
Ms J Roy	VoteMax Pre-Meeting
Mr S Gordon	VoteMax Pre-Meeting
Mr A Grantham	VoteMax Pre-Meeting
Mr H Batts	VoteMax Pre-Meeting
Ms S McEwan	Voting Paper
Ms L Beech	Voting Paper
Mr B Binning	Voting Paper

As provided in the Notice to the meeting the Strata Manager counted the votes and they are recorded below each motion. Please note one owner was unfinancial and under the unit title legislation the votes were not counted.

Chairperson:

The meeting was held 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
8 For, 0 Against, 0 Abstain

2 SOLAR FOR APARTMENTS PROJECT

It was resolved that the Owners Corporation agrees to

- a) take part in the ACT Government Solar for Apartments Program and agrees to the Program terms and Conditions; and
- b) proceed with the preferred quote, recommended by the Executive Committee, subject to receiving written confirmation of Funding Approval (as per section 6.3.3).

MOTION CARRIED

7 For, 1 Against, 0 Abstain

COMMENTS NOTED ON VOTING PAPERS FOR THE INFORMATION OF OWNERS

Unit 3 Raised the following points:

I wish to submit my major concern regarding the proposal to proceed with the installation of solar electricity in Oakleaves.

This is that it remains unproven that rooftop solar panels may be denied access to solar rays, which may well be wholly or partially blocked if the Geocon development proceeds.

This is a quite basic issue, so that while I support the intent of this proposal, I am unwilling to endorse it until this issue is resolved.

Shadow Study

SHADOW STUDY – WINTER SOLSTICE ASSESSMENT

PROPERTY DETAILS

Property Name:	Oakleaves
Address:	6 Howitt St., Kingston ACT
Block Size:	1010m2 approx.
Building Size:	471m2 approx.
Ground Elevation:	566m
Roof Height:	6m
Block and Section Number:	Block 19 Section 22
Local Government Area (Council):	KINGSTON
District:	Canberra Central
Planning Zone:	RZ5: HIGH DENSITY RESIDENTIAL
New Territory Plan	Territory Plan Land Use Policies: RZ5: HIGH DENSITY RESIDENTIAL



(blue: 84-86 Giles St., Kingston, yellow: 6 Howitt St., Kingston)

PRELIMINARY ASSESSMENT:

This initial shadow study review is intended to guide the decision-making process for installing solar facilities at 6 Howitt St., Kingston. Although the proposed building will cast a shadow on the nominated block starting at 3 PM during the winter solstice, this occurs when solar gain is minimal, so the impact on efficiency is negligible.

Additionally, the building's height is not expected to significantly affect solar panel performance. According to the shadow studies by Turco and Associates, the proposed building at 84-86 Giles Street, Kingston, will have only a minor effect on the solar panels at 6 Howitt Street.



Prepared by:

Eldane Pty Ltd

Nominated Architect: Dante Dela Cruz

6539 NSW-ARB | 2905 ACT-BoA

GENERAL BUSINESS

No general business considered at this meeting.

Meeting closed on Tuesday 20 August 2024 at 12:16 PM

Unit Titles (Management) Act 2011

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions

A1 The Owners Units Plan No: 585

A2 General Meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on:- 20/08/2024

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

20/08/2024

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: Wednesday 21 August 2024

Signed: *Kripa Gosai*

Designation: Kripa Gosai for Units Plan No 585

MINUTES OF EXECUTIVE COMMITTEE MEETING

Units Plan No. 585

DATE & TIME Tuesday 5 August 2025 at 5:00 PM

CONDUCT Circular Resolution

ATTENDANCE

PRESENT: Ms J Roy, Ms F Dauth, Ms L Beech, Ms H Batts, Mr S Gordon, Mr A Grantham was present at the meeting,

CHAIR: Ms J Roy as chair of the Committee at the meeting

1. Designation of roles within committee

- a. Chair person
- b. Treasurer
- c. Secretary

2. EC Member's Conflict of Interest

Mr Grantham asked other EC members to note that he is the owner of Unit 7.

3. Minutes of the last EC Meeting

The minutes of the previous meeting held on 22 April 2024 were accepted.

4. Maintenance Issues Units 1 & 7 Access Required

The meeting discussed the issue of Unit 7's front balcony centre drain, and the concerns of both Unit 1 and Unit 7. The EC noted that this drain has been blocked from below since at least December 2024. The EC noted that this centre drain predates current residents' time at the properties. The EC considered that drainage from this drain impacts Unit 1's courtyard. The EC also considered that Unit 7's balcony has been has had a reduced ability to drain water since the blockage during heavy rain events in January and February 2025.

The EC acknowledged that both Unit 1 and Unit 7 have legitimate concerns about the drain, and expressed its desire to constructively address the situation so that Unit 1 is not negatively impacted by the drain, and that Unit 7's balcony is able to efficiently and safely drain during heavy rain events.

It was resolved to notify Unit 1 of an intent to engage a contractor to conduct an independent assessment of the situation, and of the need to provide access. Link Strata to provide written notice to Unit 1 giving a minimum of 7 days' notice before engaging contractor to understand about the centre drain in the U7 balcony and how it can be addressed. EC suggest a tradesperson could attend to make an independent assessment of the situation and advise the parties and the EC on how it can best be addressed.

GENERAL BUSINESS

No general business considered at this meeting.

Meeting closed on 5 August 2025 at 5:30 PM

MINUTES OF ANNUAL GENERAL MEETING Units Plan No. 585

DATE & TIME Tuesday 07 October 2025 at 5:00 PM
LOCATION <https://us02web.zoom.us/j/88901908520?pwd=AzJHBLcvuzluHqJ5G2oPbdajDeRVBk.1>

ATTENDANCE

Present:

Ms F Dauth, Ms J Roy, Mr A Grantham, Mr M Jones, Ms S McEwan, Ms L Beech and Mr A Coghill.

In Attendance:

Ms K Gosai representing Link Strata Management.

Pre-Meeting Voting:

Mr B Binning.

Chairperson:

Ms J Roy was elected Chairperson however Ms K Gosai facilitated the meeting on their behalf.

QUORUM

A quorum was present.

1. PREVIOUS GENERAL MEETING MINUTES

It was resolved that the minutes of the previous Annual General Meeting dated 31 October 2024 be accepted as presented.

MOTION CARRIED

2. FINANCIAL STATEMENTS

It was resolved that the financial statements for the period 1 September 2024 to 31 August 2025 be accepted as presented.

MOTION CARRIED

3. SINKING FUND FORECAST REPORT, INSURANCE VALUATION AND MAINTENANCE PLAN

It was resolved that the Owners Corporation authorise an updated Sinking Fund Forecast Report, Insurance Valuation and Maintenance Plan 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 \$53,635.00 and levy contributions of 53,635.00 be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 15 November 2025, 1 February 2026, 1 May 2026 and 1 August 2026.

MOTION CARRIED

5. PROPOSED SINKING FUND BUDGET

It was resolved that the proposed Sinking Fund expenditure budget \$13,899.70 and levy contributions of \$23,546.00 be adopted, with levies to be determined in accordance with the unit entitlements, and that they be payable in equal quarterly instalments being 15 November 2025, 1 February 2026, 1 May 2026 and 1 August 2026.

Levies to be due as follows:

Period of Levy	Levy Due Date
01/11/25 to 31/01/26	15 November 2025
01/02/26 to 30/04/26	1 February 2026
01/05/26 to 31/07/26	1 May 2026
01/08/26 to 31/10/26	1 August 2026

MOTION CARRIED

6. 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

7. ELECTION OF EXECUTIVE COMMITTEE

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

Ms F Dauth, Ms J Roy, Mr A Grantham, Ms S McEwan and Ms L Beech.

MOTION CARRIED

GENERAL BUSINESS

- **Gardening Service**

The meeting discussed the termination of the current gardening contractors. A proposal was put forward recommending Habitat Gardening as a suitable replacement service provider. It was agreed by the members present that Habitat Gardening would be appointed as the new gardening service provider for the complex. It was noted that the scope of work offered by Habitat didn't include sprinkler maintenance, however the EC agreed that this could be managed separately on an as required basis.

Action: Link to inform current gardening service provider (All Seasons) of the termination of their gardening service and co-ordinate with Habitat Gardening on the commencement date.

- **Cleaning Service Agreement Revision**

Owners discussed amending the current cleaning service agreement to better suit the needs of the complex. The following revised cleaning schedule was agreed upon:

- Garage cleaning: Quarterly
- Stairwell cleaning: Every six months
- Window cleaning: Annually

Action: Link to request a revised quote from the current cleaning service provider reflecting the updated service levels. Link to obtain a second quote from an alternative cleaning contractor for comparison purposes.

- **Unit 1 and Unit 7 Drainage of Balconies**

Link Strata provided an update that since the agenda was circulated, the blockage to the drain has now been removed. As a result, the matter has been addressed, and it was agreed that the owners' corporation does not need to take further action at this stage.

- **Solar panels and Solar Battery System investigation**

It was noted that Mr B Binning wished to thank the Executive Committee (EC) for their efforts regarding the solar installation project and at the same time, raised a concern about a fault with the inverter. The EC responded by advising that a technical issue had been identified and was in the process of being fixed. This would occur within the next couple of weeks. Ms Beech advised that she had provided this feedback to Mr Binning directly via email.

Mr B Binning also requested that the EC investigate the feasibility of installing a solar battery backup system, which is now eligible for a government subsidy. The EC expressed support for exploring options for a suitable battery system and suggested that the government's subsidy offerings and its eligibility requirements be investigated.

Action: Ms Jo Shapley agreed to liaise directly with Mr B Binning to discuss potential solutions and the next steps.

- **NBN Fibre Upgrade Discussion**

The meeting discussed the potential of a NBN fibre upgrade. Mr A Grantham suggested this could be an investigation for the EC and Mr A Coghill agreed he will investigate further.

- **Tree Replacement and Building Maintenance**

The meeting discussed the replacement of a street tree in front of the complex that was removed by the ACT Government some time ago. They noted that a replacement tree is scheduled to be planted in autumn next year.

- **Protection of the sprinkler system**

Given the amount of damage to the sprinkler system, it was suggested that perhaps we investigate installing of more bollards. The EC agreed to do so.

Action: Mr A Grantham agreed to prepare a proposal for the EC to review.

Meeting closed at 6:00 PM

Residential Strata Insurance

Certificate of Currency

Policy Number: HU0006147894



Certificate Date

12 May, 2025

Insurer

QBE Insurance (Australia) Limited

ABN: 78 003 191 035

AFSL: 239545

Important Information

This certificate confirms that from the certificate date noted above, a Policy existed for the sums insured shown.

It is not intended to amend, extend, replace or override the Policy terms and conditions. This certificate is issued as a matter of information only and confers no rights on the certificate holder.

Period of Cover

16/05/2025 to 16/05/2026 at 4pm

Insured

The Owners - Units Plan No.585

Interested Parties

None

Situation

6 Howitt Street, KINGSTON, ACT, 2604

Cover

Insured Property

	Insured
Building	\$7,025,627
Common Area Contents	INSURER_STANDARD
Loss of Rent & Temporary Accommodation (total payable)	\$1,053,844
Optional Benefit Paint / Wall Paper	Selected
Floating Floorboards	Selected

Liability to Others

	Insured
Limit of Liability	\$20,000,000

Fidelity Guarantee

	Insured
Sum Insured	\$100,000

Voluntary Workers

	Insured
Death	\$100,000
Total Disablement (per week)	\$1,000

Office Bearers Legal Liability

	Insured
Limit of Liability	\$1,000,000

Machinery Breakdown

	Not Insured
--	-------------

Catastrophe Insurance

	Insured
Sum Insured	\$1,053,844
Extended Cover - Loss of Rent & Temporary	\$158,076

The contract of insurance is arranged by CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070), AFSL 243261) on behalf of the insurers: QBE insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).

Residential Strata Insurance

Certificate of Currency

Policy Number: HU0006147894



Accommodation

Escalation in Cost of Temporary Accommodation	\$52,692
---	----------

Cost of Removal, Storage and Evacuation	\$52,692
---	----------

Government Audit and Related Covers	Insured
--	---------

Government Audit Costs	\$25,000
------------------------	----------

Appeal expenses - common property health & safety breaches	\$100,000
--	-----------

Legal Defence Expenses	\$50,000
------------------------	----------

Lot Owners Fixtures and Improvements (per lot)	Insured
---	---------

Sum Insured	\$250,000
-------------	-----------

Flood Cover	Insured
--------------------	---------

Insurance Valuation Report

For

Oakleaves

6 Howitt Street, Kingston

Scheme Number: 585



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 118138

30 March 2021

Professional Indemnity Insurance Policy Number 96 0968886 PLP

PO Box 1280,
Beenleigh QLD 4207

P 1300 309 201

F 1300 369 190

E info@qiagroup.com.au

W www.qiagroup.com.au

QIA Group Pty Ltd
ABN 27 116 106 453

setting the standard...

Queensland • New South Wales • Victoria • South Australia • Western Australia • Northern Territory • ACT • Tasmania

QIA Group Pty Ltd

REPORT CONTENTS

SECTION 1 – INSURANCE VALUATION SUMMARY	3
1.1 PURPOSE OF REPORT	3
1.2 PROPERTY ADDRESS	3
1.3 DESCRIPTION OF BUILDING	3
1.4 CLIENT	3
1.5 REINSTATEMENT COST ASSESSMENT VALUE	3
1.6 INSPECTOR DETAILS	3
SECTION 2 – INSURANCE VALUATION REPORT.....	4
2.1 REINSTATEMENT COST ASSESSMENT VALUE	4
2.2 LOSS OF REVENUE	4
2.3 CURRENT TRENDS.....	4
2.4 PERIODIC REVIEWS.....	4
2.5 ELEMENTS USED IN THE CALCULATED VALUE OF THE BUILDING REPLACEMENT	4
2.6 VALUATION.....	5
2.7 SITE LOCATION MAP	5
SECTION 3 – REPORTING PROCESS AND CONTENT	6
3.1 SITE FACTORS	6
3.2 ADDITIONS & IMPROVEMENTS.....	6
3.3 MAINTENANCE	6
3.4 SUMMARY OF CONSTRUCTION	6
3.5 AREAS NOT INSPECTED - TYPICAL	6
3.6 SCOPE.....	6
3.7 EXCLUSIONS.....	7
SECTION 4 – SITE PHOTOGRAPHS.....	8

SECTION 1 – INSURANCE VALUATION SUMMARY

1.1 Purpose of Report

We have been instructed by the Body Corporate to provide a building replacement valuation report which estimates the reinstatement costs of the building/s and associated common property improvement and body corporate assets for insurance purposes situated at **6 Howitt Street, Kingston.**

1.2 Property Address

The property is situated at **6 Howitt Street, Kingston.**

1.3 Description of Building

The property comprises twelve residential apartments in a single three storey block with allocated car spaces in a secure basement level garage. Inter floor access is provided by stairs. Common property includes, bin store, boundary walls & fences, pavings and landscaping.

1.4 Client

The Owners for Oakleaves.

1.5 Reinstatement Cost Assessment Value

Reinstatement Cost Assessment Value: \$5,780,000 (Inc GST)

1.6 Inspector Details

Inspector Number

1005



Signed for and on behalf of QIA Group Pty Ltd

SECTION 2 – INSURANCE VALUATION REPORT

2.1 Reinstatement Cost Assessment Value

The Reinstatement Cost Assessment Value represents the reinstatement costs associated with the reconstruction of building/s having regard for the functional use and useable area of the original building/s, common areas and body corporate assets. The Reinstatement Cost Assessment Value also estimates the professional fees associated with compilation of design documentation and drafting of plans.

2.2 Loss of Revenue

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

2.3 Current Trends

Past years of inflationary trends in the cost of building have shown building cost indices rising generally in line with official CPI figures.

2.4 Periodic Reviews

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

2.5 Elements used in the Calculated Value of the Building Replacement

The calculated value of the building comprises of several elements including:

- Estimated Cost of constructing a similar building on the same site;
- Allowance for cost escalation during the claim settlement period and time for planning, calling tenders, and fit out;
- Professional and authority fees relating to the demolition, and the new building;
- Costs of making the damaged building safe, demolition and site clearance;
- Cost Escalation in the likely time lapse between the building insurance anniversary date and the date of the event which triggers a reinstatement event.

NB

No allowance has been made for short term price escalations that may eventuate due to a declared catastrophe. Insurers will provide cover for these circumstances upon request, based on the sum insured recommended in this report.

2.6 Valuation

Replacement Building and Improvements Cost: \$4,715,000

Allowance for Cost Escalation during the following:

Demolition, Design and Documentation:	9 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	12 Months

Calculated at 3% per annum over the relevant period \$215,000

Progressive Subtotal: \$4,930,000

Professional Fees: \$445,000

Progressive Subtotal: \$5,375,000

Demolition and Removal of Debris: \$240,000

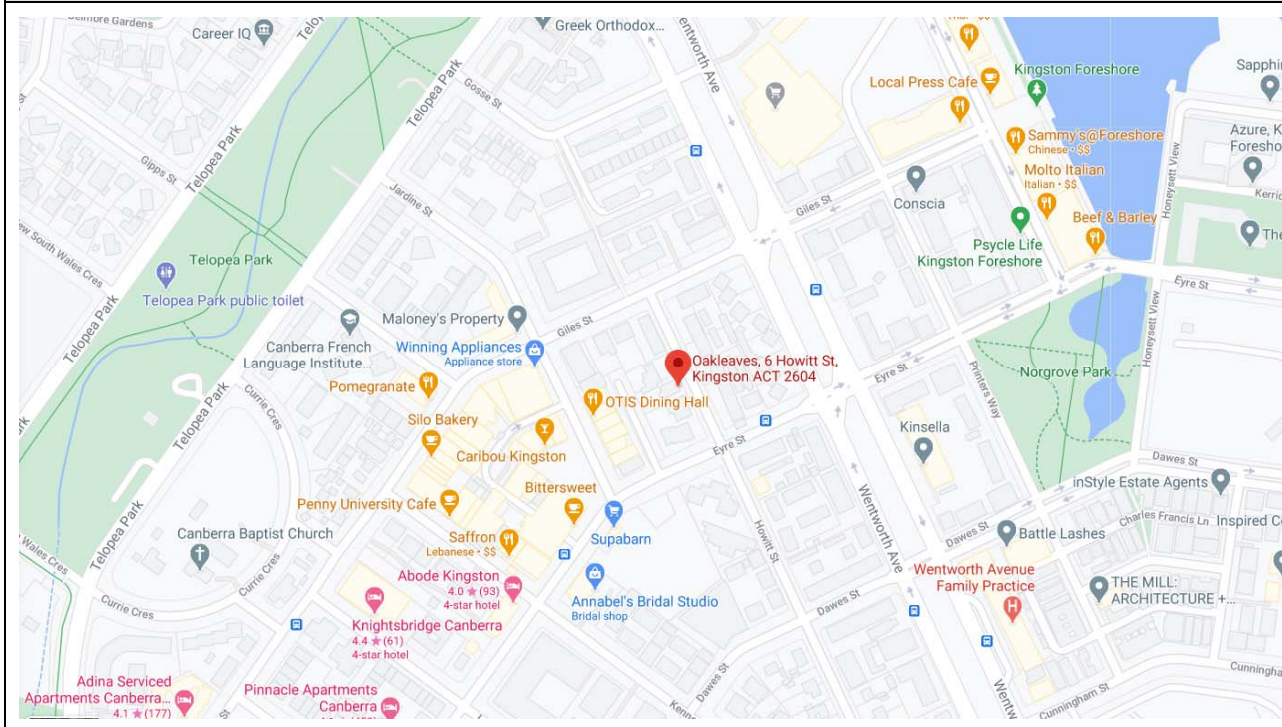
Progressive Subtotal: \$5,615,000

Cost Escalation for Insurance Policy Lapse Period: \$165,000

Progressive Subtotal: \$5,780,000

Reinstatement Cost Assessment Value: \$5,780,000 (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: Concrete.

3.4.1.2 WALL STRUCTURE

EXTERNAL WALL CONSTRUCTION: Brick.

EXTERNAL WALL FINISHES: Painted brick.

3.4.1.3 ROOF STRUCTURE

ROOF CONSTRUCTION: Flat deck & Timber/steel framed pitched.

ROOFING: Clip lock.

3.4.1.4 DRIVEWAY STRUCTURE

DRIVEWAY CONSTRUCTION: Concrete Bitumen.

3.5 AREAS NOT INSPECTED - TYPICAL

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

3.6 SCOPE

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

3.7 EXCLUSIONS

An Insurance Valuation Report does not cover or deal with:

- Any 'minor fault or defect';
- Any tenancy works and contents;
- Solving or providing costs for any rectification or repair work;
- The structural design or adequacy of any element of construction;
- Detection of wood destroying insects such as termites and wood borers;
- Any specialised equipment or services not visible at the time of inspection;
- A review of occupational, health or safety issues such as asbestos content, or the provision of safety glass or swimming pool fencing;
- Whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws;
- Any heritage listing that may apply; and
- Whether the ground on which the building rests has been filled, is liable to subside, is subject to landslip, earthquakes or tidal inundation, or if it is flood prone.

SECTION 4 – SITE PHOTOGRAPHS



Sinking Fund Plan

Oakleaves UWI
6 Howitt Street, Kingston, ACT 2604
Scheme Number: 585



COMPILED BY CRAIG WELSH

**On 21 May 2021 for the
15 Years Commencing: 1 September 2019
QIA Job Reference Number: 135950**

Professional Indemnity Insurance Policy Number 96 0968886 PLP
© QIA Group Pty Ltd

PO Box 1280,
Beenleigh QLD 4207

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

QIA Group Pty Ltd
ABN 27 116 106 453
setting the standard...

Queensland • New South Wales • Victoria • South Australia • Western Australia • Northern Territory • ACT • Tasmania

QIA Group Pty Ltd

REPORT TABLE OF CONTENTS

INTRODUCTION	- 3 -
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	- 16 -
ITEMISED ACCRUALS BY YEAR.....	- 19 -
REPORT INFORMATION.....	- 22 -
AREAS NOT INSPECTED	- 22 -

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

6 Howitt 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 is:	\$40.00
Number of Lot/Unit Entitlements:	1000
Opening Balance:	\$105,842.68
The proposed Sinking Fund Levy per entitlement is:	\$35.00

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 3.0% per annum, this rate is reflective of building price indices which are historically higher than the general inflation rate. A contingency of 10.0% per annum has been applied to anticipated costs and it is applied to each individual cost in the year the cost (e.g. painting) is expected to occur (e.g. 2035), the contingency rate is not an annual compounding cost.

The effective life for each item identified is based on its material effective life, therefore no consideration has been made for the economic life of plant, equipment, finishes or upgrades.

We have included a line item called Capital Replacement – General which is a yearly provision for unforeseen and/or unknown capital costs and expenses. This provision will allow Owners to expend funds on items which are not specifically allowed for, without the need to call an Extraordinary General Meeting to raise a special levy to pay for those otherwise unspecified items.

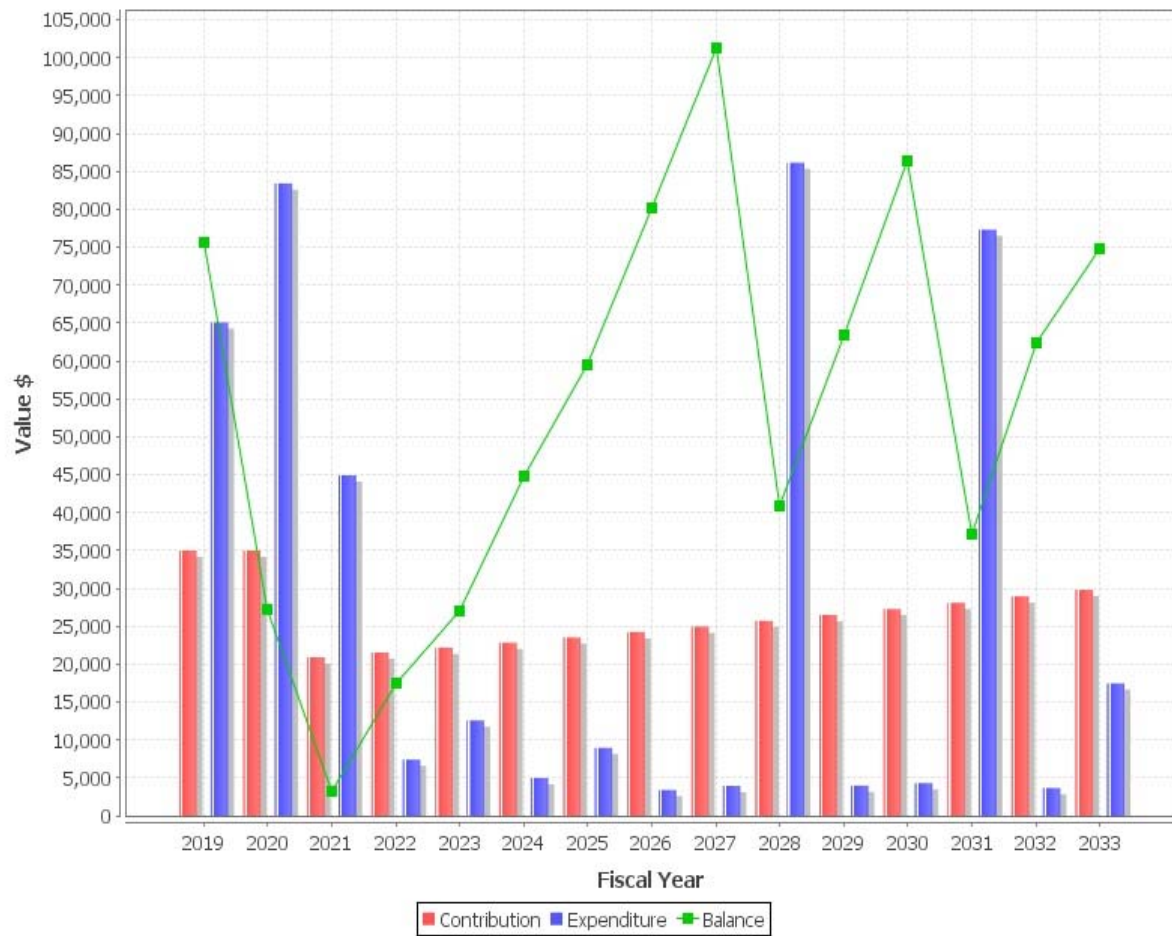
If the amounts provided for are not expended in any one year they will be accumulated to meet expenditures in future years although it has been our experience that some form of capital expenditure occurs every year and not all of it is accounted for via the specific line items in our report.

No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

This report assumes that all plant and equipment will be maintained under comprehensive maintenance agreements. Expenditure incurred for maintenance agreements is taken to be covered within the Administrative Fund Budget, as are any smaller items that would be considered routine replacement items.

SINKING FUND FINANCIAL SUMMARY

Year		Opening Balance	Income		Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	01/09/2019	\$105,843	\$35,000	\$35.00	\$65,095	\$75,748
2	01/09/2020	\$75,748	\$35,000	\$35.00	\$83,428	\$27,320
3	01/09/2021	\$27,320	\$20,920	\$20.92	\$44,921	\$3,319
4	01/09/2022	\$3,319	\$21,548	\$21.55	\$7,430	\$17,437
5	01/09/2023	\$17,437	\$22,194	\$22.19	\$12,597	\$27,034
6	01/09/2024	\$27,034	\$22,860	\$22.86	\$5,002	\$44,891
7	01/09/2025	\$44,891	\$23,546	\$23.55	\$8,987	\$59,450
8	01/09/2026	\$59,450	\$24,252	\$24.25	\$3,427	\$80,275
9	01/09/2027	\$80,275	\$24,980	\$24.98	\$3,951	\$101,304
10	01/09/2028	\$101,304	\$25,729	\$25.73	\$86,175	\$40,858
11	01/09/2029	\$40,858	\$26,501	\$26.50	\$3,987	\$63,372
12	01/09/2030	\$63,372	\$27,296	\$27.30	\$4,318	\$86,350
13	01/09/2031	\$86,350	\$28,115	\$28.11	\$77,330	\$37,135
14	01/09/2032	\$37,135	\$28,958	\$28.96	\$3,668	\$62,425
15	01/09/2033	\$62,425	\$29,827	\$29.83	\$17,477	\$74,774

SINKING FUND FORECAST MOVEMENT

SUMMARY OF ANNUAL FORECAST EXPENDITURE

September 2019		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$1,200
FENCING		
- Provision to replace fencing Year 1		\$5,609
LANDSCAPING		
- Provision to remove/trim trees/roots/irrigation		\$4,620
FIRE PROTECTION SYSTEMS		
- Provision to replace portable fire extinguishers		\$1,196
- Install/replace emergency lighting		\$408
ROOF		
- Maintain roof repairs part 1		\$40,062
STAIRWELL		
- Replace carpet / floor covering		\$12,000
<u>Total Forecast Expenditure for year - September 2019 (Inc GST):</u>		<u>\$65,095</u>
Includes GST amount of :		\$5,918
September 2020		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$1,236
ROOF		
- Provision for roof repairs / replacement		\$82,192
<u>Total Forecast Expenditure for year - September 2020 (Inc GST):</u>		<u>\$83,428</u>
Includes GST amount of :		\$7,584

September 2021		Expense Inc GST
SUPERSTRUCTURE		
- Provision for replacement of facade and capping to the walkway roof		\$15,451
- Capital Replacement - General		\$1,273
FURNITURE & FITTINGS		
- Ongoing partial replacement of lighting		\$697
- Provision to upgrade intercom systems & associated equipment		\$10,300
- Provision to replace door closers		\$516
STAIRWELL		
- Repaint walls		\$10,457
- Repaint ceiling/floors		\$3,486
- Repaint rails		\$1,442
- Repaint door face		\$1,298
<u>Total Forecast Expenditure for year - September 2021 (Inc GST):</u>		<u>\$44,921</u>
Includes GST amount of :		\$4,084
September 2022		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$1,311
BASEMENT		
- Repaint lines/kerbing		\$624
LANDSCAPING		
- Provision to remove/trim trees/roots/irrigation		\$5,049

FIRE PROTECTION SYSTEMS

- Install/replace emergency lighting	\$446
--------------------------------------	-------

<u>Total Forecast Expenditure for year - September 2022 (Inc GST):</u>	<u>\$7,430</u>
--	----------------

Includes GST amount of :	\$675
--------------------------	-------

September 2023	Expense Inc GST
-----------------------	--------------------

SUPERSTRUCTURE

- Capital Replacement - General	\$1,350
---------------------------------	---------

DRIVEWAYS & PARKING

- Maintain concrete driveway 5% of total	\$424
--	-------

EXTERNAL WORKS

- Ongoing partial maintenance of paved walkways 10% of total	\$1,262
--	---------

FENCING

- Provision to replace fencing Year 5	\$6,000
---------------------------------------	---------

FURNITURE & FITTINGS

- Provision to replace mail boxes	\$1,705
-----------------------------------	---------

ROOF

- Provision to replace guttering/down pipes 33% of total	\$1,856
--	---------

<u>Total Forecast Expenditure for year - September 2023 (Inc GST):</u>	<u>\$12,597</u>
--	-----------------

Includes GST amount of :	\$1,145
--------------------------	---------

September 2024	Expense Inc GST
-----------------------	--------------------

SUPERSTRUCTURE

- Capital Replacement - General	\$1,391
---------------------------------	---------

FURNITURE & FITTINGS

- Ongoing partial replacement of lighting	\$762
---	-------

FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$1,386
--	---------

STAIRWELL

- Maintain tiles 10% of total	\$1,463
-------------------------------	---------

<u>Total Forecast Expenditure for year - September 2024 (Inc GST):</u>	<u>\$5,002</u>
--	----------------

Includes GST amount of :	\$455
--------------------------	-------

September 2025

Expense Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$1,433
---------------------------------	---------

EXTERNAL WORKS

- Maintain common pipework	\$1,550
----------------------------	---------

LANDSCAPING

- Provision to remove/trim trees/roots/irrigation	\$5,517
---	---------

FIRE PROTECTION SYSTEMS

- Install/replace emergency lighting	\$487
--------------------------------------	-------

<u>Total Forecast Expenditure for year - September 2025 (Inc GST):</u>	<u>\$8,987</u>
--	----------------

Includes GST amount of :	\$817
--------------------------	-------

September 2026

Expense Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$1,476
---------------------------------	---------

BASEMENT

- Replace garage door motor in 8 years	\$1,951
--	---------

<u>Total Forecast Expenditure for year - September 2026 (Inc GST):</u>	<u>\$3,427</u>
--	----------------

Includes GST amount of :	\$312
--------------------------	-------

September 2027		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$1,520
FURNITURE & FITTINGS		
- Ongoing partial replacement of lighting		\$832
STAIRWELL		
- Maintain tiles 10% of total		\$1,599
<u>Total Forecast Expenditure for year - September 2027 (Inc GST):</u>		<u>\$3,951</u>
Includes GST amount of :		\$359
September 2028		Expense Inc GST
SUPERSTRUCTURE		
- Repaint buildings		\$66,310
- Capital Replacement - General		\$1,566
BASEMENT		
- Provision to replace garage door		\$6,587
- Maintain/repair main garage door running gear		\$1,537
EXTERNAL WORKS		
- Ongoing partial maintenance of paved walkways 10% of total		\$1,464
LANDSCAPING		
- Provision to remove/trim trees/roots/irrigation		\$6,029
FIRE PROTECTION SYSTEMS		
- Install/replace emergency lighting		\$532

ROOF

- Provision to replace guttering/down pipes 33% of total \$2,151

Total Forecast Expenditure for year - September 2028 (Inc GST): \$86,175

Includes GST amount of : \$7,834

September 2029

Expense
Inc GST

SUPERSTRUCTURE

- Capital Replacement - General \$1,612

BASEMENT

- Repaint lines/kerbing \$767

FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers \$1,607

Total Forecast Expenditure for year - September 2029 (Inc GST): \$3,987

Includes GST amount of : \$362

September 2030

Expense
Inc GST

SUPERSTRUCTURE

- Capital Replacement - General \$1,661

FURNITURE & FITTINGS

- Ongoing partial replacement of lighting \$910

STAIRWELL

- Maintain tiles 10% of total \$1,747

Total Forecast Expenditure for year - September 2030 (Inc GST): \$4,318

Includes GST amount of : \$393

September 2031	Expense Inc GST
----------------	--------------------

SUPERSTRUCTURE

- | | |
|----------------------------------|---------|
| - Repair and repaint balustrades | \$6,170 |
| - Capital Replacement - General | \$1,711 |

DRIVEWAYS & PARKING

- | | |
|----------------------------|----------|
| - Topcoat driveway surface | \$22,056 |
|----------------------------|----------|

FURNITURE & FITTINGS

- | | |
|-------------------------------------|-------|
| - Provision to replace door closers | \$694 |
|-------------------------------------|-------|

LANDSCAPING

- | | |
|---|---------|
| - Provision to remove/trim trees/roots/irrigation | \$6,588 |
|---|---------|

FIRE PROTECTION SYSTEMS

- | | |
|--------------------------------------|-------|
| - Install/replace emergency lighting | \$582 |
|--------------------------------------|-------|

STAIRWELL

- | | |
|-----------------------------------|----------|
| - Repaint walls | \$14,054 |
| - Repaint ceiling/floors | \$4,685 |
| - Repaint rails | \$1,938 |
| - Replace carpet / floor covering | \$17,109 |
| - Repaint door face | \$1,745 |

<u>Total Forecast Expenditure for year - September 2031 (Inc GST):</u>	<u>\$77,330</u>
--	-----------------

Includes GST amount of :	\$7,030
--------------------------	---------

September 2032	Expense Inc GST
----------------	--------------------

SUPERSTRUCTURE

- | | |
|---------------------------------|---------|
| - Capital Replacement - General | \$1,762 |
|---------------------------------|---------|

EXTERNAL WORKS

- Maintain common pipework	\$1,906
----------------------------	---------

<u>Total Forecast Expenditure for year - September 2032 (Inc GST):</u>	<u>\$3,668</u>
--	----------------

Includes GST amount of :	\$333
--------------------------	-------

September 2033

Expense Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$1,815
---------------------------------	---------

EXTERNAL WORKS

- Ongoing partial maintenance of paved walkways 10% of total	\$1,697
--	---------

FURNITURE & FITTINGS

- Ongoing partial replacement of lighting	\$994
---	-------

ROOF

- Provision for metal roof fixings/flashings	\$8,569
--	---------

- Provision to replace guttering/down pipes 33% of total	\$2,494
--	---------

STAIRWELL

- Maintain tiles 10% of total	\$1,909
-------------------------------	---------

<u>Total Forecast Expenditure for year - September 2033 (Inc GST):</u>	<u>\$17,477</u>
--	-----------------

Includes GST amount of :	\$1,589
--------------------------	---------

ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
SUPERSTRUCTURE																		
- Repaint buildings	\$44,855	2028	10										66310					
- Repair and repaint balustrades	\$3,819	2031	10													6170		
- Provision for replacement of facade and capping to the walkway roof	\$12,854	2021	0			15451												
- Capital Replacement - General	\$1,059	2019	0	1200	1236	1273	1311	1350	1391	1433	1476	1520	1566	1612	1661	1711	1762	1815
BASEMENT																		
- Repaint lines/kerbing	\$504	2022	7				624							767				
- Provision to replace garage door	\$4,456	2028	20										6587					
- Maintain/repair main garage door running gear	\$1,040	2028	12										1537					
- Replace garage door motor in 8 years	\$1,400	2026	8								1951							
DRIVEWAYS & PARKING																		
- Topcoat driveway surface	\$13,654	2031	20													22056		
- Maintain concrete driveway 5% of total	\$333	2023	12					424										
EXTERNAL WORKS																		
- Maintain common pipework	\$1,146	2025	7							1550							1906	
- Ongoing partial maintenance of paved walkways 10% of total	\$990	2023	5					1262					1464					1697
FENCING																		
- Provision to replace fencing Year 1	\$4,951	2019	0	5609														

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
- Provision to replace fencing Year 5	\$4,705	2023	0					6000										
FURNITURE & FITTINGS																		
- Provision to replace mail boxes	\$1,337	2023	15					1705										
- Ongoing partial replacement of lighting	\$580	2021	3			697			762			832			910			994
- Provision to upgrade intercom systems & associated equipment	\$8,569	2021	13			10300												
- Provision to replace door closers	\$430	2021	10			516										694		
LANDSCAPING																		
- Provision to remove/trim trees/roots/irrigation	\$4,078	2019	3	4620			5049			5517			6029			6588		
FIRE PROTECTION SYSTEMS																		
- Provision to replace portable fire extinguishers	\$1,056	2019	5	1196					1386					1607				
- Install/replace emergency lighting	\$360	2019	3	408			446			487			532			582		
ROOF																		
- Maintain roof repairs part 1	\$35,359	2019	0	40062														
- Provision for metal roof fixings/flashings	\$5,000	2033	5															8569
- Provision to replace guttering/down pipes 33% of total	\$1,455	2023	5					1856					2151					2494
- Provision for roof repairs / replacement	\$70,431	2020	0		82192													
STAIRWELL																		
- Repaint walls	\$8,700	2021	10			10457										14054		
- Repaint ceiling/floors	\$2,900	2021	10			3486										4685		
- Repaint rails	\$1,200	2021	10			1442										1938		

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
- Maintain tiles 10% of total	\$1,114	2024	3						1463			1599			1747			1909
- Replace carpet / floor covering	\$10,591	2019	12	12000												17109		
- Repaint door face	\$1,080	2021	10			1298										1745		
Total Includes GST amount of				65095 5918	83428 7584	44921 4084	7430 675	12597 1145	5002 455	8987 817	3427 312	3951 359	86175 7834	3987 362	4318 393	77330 7030	3668 333	17477 1589

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
SUPERSTRUCTURE																		
- Repaint buildings	\$44,855	2028	10	5784	11742	17879	24199	30709	37415	44322	51436	58763	66310	7774	15780	24027	32522	41271
- Repair and repaint balustrades	\$3,819	2031	10	395	802	1221	1653	2097	2555	3027	3513	4013	4529	5060	5607	6170	723	1468
- Provision for replacement of facade and capping to the walkway roof	\$12,854	2021	0	4999	10148	15451												
- Capital Replacement - General	\$1,059	2019	0	1200	1236	1273	1311	1350	1391	1433	1476	1520	1566	1612	1661	1711	1762	1815
BASEMENT																		
- Repaint lines/kerbing	\$504	2022	7	149	303	461	624	100	203	309	419	531	647	767	123	250	380	515
- Provision to replace garage door	\$4,456	2028	20	575	1166	1776	2404	3051	3717	4403	5109	5837	6587	443	899	1368	1852	2350
- Maintain/repair main garage door running gear	\$1,040	2028	12	134	272	414	561	712	867	1027	1192	1362	1537	154	313	477	646	820
- Replace garage door motor in 8 years	\$1,400	2026	8	219	445	678	918	1165	1419	1681	1951	278	564	859	1163	1475	1797	2129
DRIVEWAYS & PARKING																		
- Topcoat driveway surface	\$13,654	2031	20	1412	2867	4365	5908	7498	9135	10821	12558	14347	16190	18088	20042	22056	1482	3009
- Maintain concrete driveway 5% of total	\$333	2023	12	80	162	247	334	424	43	86	132	178	226	275	326	378	432	488
EXTERNAL WORKS																		
- Maintain common pipework	\$1,146	2025	7	202	411	625	846	1074	1308	1550	249	505	769	1041	1321	1609	1906	306
- Ongoing partial maintenance of paved walkways 10% of total	\$990	2023	5	238	483	735	994	1262	276	560	852	1154	1464	320	649	988	1337	1697

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
FENCING																		
- Provision to replace fencing Year 1	\$4,951	2019	0	5609														
- Provision to replace fencing Year 5	\$4,705	2023	0	1130	2294	3493	4728	6000										
FURNITURE & FITTINGS																		
- Provision to replace mail boxes	\$1,337	2023	15	321	652	993	1344	1705	143	290	441	597	758	924	1094	1270	1451	1637
- Ongoing partial replacement of lighting	\$580	2021	3	226	458	697	247	500	762	269	546	832	294	598	910	322	653	994
- Provision to upgrade intercom systems & associated equipment	\$8,569	2021	13	3332	6765	10300	968	1966	2993	4052	5142	6264	7421	8612	9839	11102	12404	13744
- Provision to replace door closers	\$430	2021	10	167	339	516	61	123	187	253	321	392	464	538	615	694	81	165
LANDSCAPING																		
- Provision to remove/trim trees/roots/irrigation	\$4,078	2019	3	4620	1634	3316	5049	1785	3623	5517	1951	3960	6029	2131	4327	6588		
FIRE PROTECTION SYSTEMS																		
- Provision to replace portable fire extinguishers	\$1,056	2019	5	1196	261	530	807	1092	1386	303	614	936	1266	1607	351	712	1084	1467
- Install/replace emergency lighting	\$360	2019	3	408	144	293	446	158	320	487	172	349	532	188	382	582		
ROOF																		
- Maintain roof repairs part 1	\$35,359	2019	0	40062														

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
- Provision for metal roof fixings/flashings	\$5,000	2033	5	461	935	1424	1928	2446	2980	3530	4097	4681	5282	5901	6539	7196	7872	8569
- Provision to replace guttering/down pipes 33% of total	\$1,455	2023	5	350	710	1081	1463	1856	405	822	1252	1695	2151	470	954	1452	1965	2494
- Provision for roof repairs / replacement	\$70,431	2020	0	40489	82192													
STAIRWELL																		
- Repaint walls	\$8,700	2021	10	3383	6868	10457	1226	2489	3789	5129	6509	7930	9394	10901	12454	14054	1648	3344
- Repaint ceiling/floors	\$2,900	2021	10	1128	2289	3486	409	830	1263	1710	2170	2643	3131	3634	4152	4685	549	1115
- Repaint rails	\$1,200	2021	10	467	947	1442	169	343	523	707	898	1094	1295	1503	1717	1938	227	461
- Maintain tiles 10% of total	\$1,114	2024	3	226	459	699	946	1201	1463	517	1050	1599	565	1147	1747	618	1254	1909
- Replace carpet / floor covering	\$10,591	2019	12	12000	1206	2447	3726	5044	6400	7798	9237	10720	12247	13820	15440	17109		
- Repaint door face	\$1,080	2021	10	420	852	1298	152	309	470	637	808	985	1166	1354	1546	1745	205	415
TOTAL ACCRUALS				66287	55614	42677	55991	64692	80034	92253	110668	129214	66208	85735	105633	53244	70564	74704

* 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.

UP585 - Oakleaves - Preventative/General Maintenance Schedule

Item	Freq.	Contractor	Warranty	Contract/ Maintenance Period	Annual \$ Budget 2022	Annual \$ Budget 2021	Annual \$ Actual 2020
PLUMBING							
Sump Pumps + Backflow devices	Annually	Inflow Plumbing		QUOTE REQUESTED	\$2,000.00		\$0.00
ROOF & BUILDING							
Height Safety Certification	Annual	Rigcom			\$450.00	\$440.00	\$0.00
Gutter cleaning (recommend when roof anchors are inspected)	Quarterly	Rigcom			\$3,168.00	\$3,256.00	\$2,442.00
Carpet cleaning	Adhoc						\$0.00
Building & window cleaning	Adhoc						\$0.00
FIRE PROTECTION (System Condition Report attached if required)							
Fire Equipment Servicing							
- Extinguishers	Half Yearly	Infinity Fire Protection			\$500.00	\$1,512.20	\$0.00
GARDENING							
Gardening	Monthly	All Seasons Horticulture			\$4,914.00	\$4,680.00	\$9,540.00
KEYS, FOBS, REMOTES & INTERCOMS							
Locksmith	Adhoc	Night and Day Locksmith					\$0.00
Intercom	Adhoc	Access & Intercom					\$330.00
GARAGE MAINTENANCE							
Garage Door	Half Yearly	ACT Doorland			\$500.00	\$500.00	\$0.00
OTHER BUILDING MAINTENANCE & CONTRACTS							
Accountant	Annual	Kelly + Partners			\$250.00	\$250.00	\$1,500.00
Basement Sweep	Adhoc	ASHS		QUOTE REQUESTED	\$100.00		\$0.00
Cleaner	Monthly	R&M Cleaning Aust		REQUIRE SOW	\$2,600.00	\$2,640.00	\$2,725.00
Insurance	Annual	BCB Brokers			\$10,640.00	\$9,445.63	\$7,837.36
Strata Management	Monthly	TBC			\$6,000.00	\$5,040.00	\$5,775.00
UTILITIES							
Electricity	Quarterly	ActewAGL			\$650.00	\$900.00	\$700.93
Water	Quarterly	Icon			\$5,900.00	\$5,700.00	\$5,187.26

Common Property Asbestos Register 5 Yearly Review

For

Oakleaves

6 Howitt Street, Kingston,
ACT 2604

Scheme Number: 585



COMPILED BY: STEVE VILJOEN

On 24 March 2021

QIA JOB REF No. 115300

Professional Indemnity Insurance Policy Number 96 0968886 PLP

PO Box 1280,
Beenleigh QLD 4207

P 1300 309 201

F 1300 369 190

E info@qiagroup.com.au

W www.qiagroup.com.au

QIA Group Pty Ltd
ABN 27 116 106 453

setting the standard...

Queensland • New South Wales • Victoria • South Australia • Western Australia • Northern Territory • ACT • Tasmania

QIA Group Pty Ltd

REPORT CONTENTS

SECTION 1 – PURPOSE OF REPORT	3
SCOPE OF REPORT	3
SECTION 2 - ASBESTOS MANAGEMENT PLAN 5 YEAR SUMMARY.....	4
SECTION 3 – REPORT PROCESS AND CONTENT	6
SECTION 4 – ASBESTOS MANAGEMENT	8
GENERAL REQUIREMENTS	8
ACCIDENTAL DAMAGE TO ACM	8
APPENDIX 2 – EXAMPLES OF SAFE WORKING PRACTICES	13
SAFE WORK PRACTICE 1 – DRILLING OF ACM.....	13
SAFE WORK PRACTICE 2 – SEALING, PAINTING, COATING AND CLEANING OF ASBESTOS-CEMENT PRODUCTS.....	17

REPORT OUTLINE

Section 1 – summarises the purpose, scope and methodology of the assessment and report.

Section 2 – provides a summary of the updated risk assessment of the Asbestos Containing Materials register as identified in the Initial Asbestos Register for the Building.

Section 3 – provides information as to the basis and scope of the report.

Section 4 – provides general information as to the obligations of owners and additional information about asbestos management and control.

NOTE:

This assessment is provided as an update to the Initial Asbestos Containing Materials Register and Management Plan for the Scheme and must be read in conjunction with it. This report does not replace the Asbestos Management Plan for the Scheme. The asbestos register and each subsequent assessment must be readily accessible to workers and their representatives, employers within the scheme and any person removing or working with and Asbestos Containing Material. This report has resulted from a non-destructive visual survey - should any renovation, maintenance (including water blasting) or demolition work involving Asbestos Containing Materials (ACM) be undertaken, please ensure the persons involved can confirm their ability and intention to comply with the requirements of the safe handling and removal of as per the Codes of Practice for Asbestos Removal and Management of ACM available from Safework Australia and the relevant state based Worksafe Authority and refer to the information at the end of this report

SECTION 1 – PURPOSE OF REPORT

This report presents the findings of a reinspection of previously identified or suspected Asbestos Containing Materials at Oakleaves, 6 Howitt Street, Kingston, ACT 2604. The review was carried out on 24 March 2021 at the request of the Owners.

Scope of report

The **Common Property Asbestos Register Annual Assessment** undertaken at Oakleaves, 6 Howitt Street, Kingston, ACT 2604 was non-destructive and non-intrusive in nature. The Assessment is a reinspection of all of the previously identified or suspected Asbestos Containing Materials found in the building as per the Initial Asbestos Containing Materials Report for the building. The extent of the survey was limited to the following areas:

- The readily accessible interior and exterior common areas of the building;
- Amenities and immediate surrounding land.

The survey **did not** include the inspection or assessment of the following areas:

- Roof above 2.4m other than where access is provided via permanent stairs or ladder
- Sub floor areas
- Exterior ground surfaces and sub-surfaces (e.g. infill/soil) and underground pipework.
- Inside ductwork unless inspection panels are provided
- Inside plant or equipment with no access or where tools are required to gain access
- Concealed cavities
- Formwork and cables in sub-ground floor slab or encased in floor slabs for subsequent floors.

The survey was undertaken during normal business hours and the building was occupied at the time of the assessment.

COPYRIGHT

QIA Group Pty Ltd

All intellectual property and copyright reserved.

Apart from any fair dealing for the purpose of private study, research, criticism or review, as permitted under the Copyright Act, 1968, no part of this report may be reproduced, transmitted, stored in a retrieval system or adapted in any form or by any means (electronic, mechanical, photocopying, recording or otherwise) without written permission. Enquiries should be addressed to QIA Group Pty. Ltd.

SECTION 2 - ASBESTOS MANAGEMENT PLAN 5 YEAR SUMMARY

24 March 2021

The Asbestos Containing Materials identified in the Initial Asbestos Report remain intact and their condition remains unchanged from the previous report, no further action is required should the condition of the materials identified below remain unchanged.

Should any renovation, maintenance (including water blasting) or demolition work involving Asbestos Containing Materials (ACM) be undertaken, please ensure the persons involved can confirm their ability and intention to comply with the requirements of the safe handling and removal of as per the *Work Health and Safety Act Regulation 2011 and Codes of Practice*, available from the relevant state based Worksafe Authority and refer to example Safe Work Practices at the end of this report. Where a contractor engages in asbestos related work they must also complete and sign the Contractor Management Plan located onsite and which forms part of this register and management plan.

If asbestos containing materials have been removed, encapsulated, or modified after the Initial Asbestos Report, the changes must be noted in the onsite Register and Management Plan. A copy of the Clearance Certificate issued by the removalist must also be appended to the onsite register. If the above information is not available onsite, we must presume that the asbestos containing materials are still to some extent present until the relevant clearance information is provided.

The Items below are the Items as they were identified and noted in the Initial Report. Any notations included with this report are added because of changes identified at the inspection.

Item 1 - Initial report dated 23 July 2012

A representative sample of the fascia board ground level near basement was taken and analysis revealed that Chrysotile (white asbestos) materials **were** evident – please refer the laboratory analysis attached to the initial report. Given that the sample area of the fascia board tested positive for asbestos we recommend that all fascia boards at front, rear and sides be treated as containing Asbestos.

Update, 24 March 2021

No change was noted at the site inspection on the 22 March 2021.
Previously identified Asbestos has been labelled.

Action to be taken

Leave in place and maintain.

Item 2 - Initial report dated 23 July 2012

A representative sample of the fascia board over basement was taken and analysis revealed that Chrysotile (white asbestos) materials **were** evident – please refer the laboratory analysis attached to the initial report. Given that the sample area of the fascia board tested positive for asbestos we recommend that all fascia boards at front, rear and sides be treated as containing Asbestos.

Update, 24 March 2021

No change was noted at the site inspection on the 22 March 2021.

Action to be taken

Leave in place and maintain.

Item 3 - Initial report dated 23 July 2012



A sample of the Unit 6 balcony sheeting was taken and analysis revealed that **no** asbestos materials were evident – please refer the laboratory analysis attached to the initial report.

Update, 24 March 2021

No change was noted at the site inspection on the 22 March 2021.

Item 4 - Initial report dated 23 July 2012

A sample of the membrane roof above basement was taken and analysis revealed that **no** asbestos materials were evident – please refer the laboratory analysis attached to the initial report.

Update, 24 March 2021

No change was noted at the site inspection on the 22 March 2021.

Item 5 - Initial report dated 23 July 2012

The verandah ceilings and soffits consist of cement sheeting which may contain asbestos. We recommend that all verandah ceilings and soffits be treated as containing Asbestos. Should any renovation, maintenance (including water blasting) or demolition work involving the verandah ceilings and soffits be undertaken, please ensure the persons involved can confirm their ability and intention to comply with the requirements of the safe handling and removal of as per the Codes of Practice for Asbestos Removal and Management of ACM available from Safework Australia and the relevant state based Worksafe Authority and refer to the information at the end of this report. Where a contractor engages in asbestos related work, they must also complete and sign the Contractor Management Plan located onsite and which forms part of this register and management plan. If painting of the external surfaces is likely to be undertaken in the near future please ensure surfaces are not prepared for painting using an abrasive method.

Update, 24 March 2021

No change was noted at the site inspection on the 22 March 2021.

Action to be taken

Leave in place and maintain.

SECTION 3 – REPORT PROCESS AND CONTENT

REPORT BASIS

The basis of the QIA Group report is a re-inspection of the readily accessible **common property** areas of the scheme in which building materials were previously identified as containing asbestos. The purpose of this report is to assess the condition of the asbestos materials that have been identified in a previous Initial Asbestos Containing Material Report and make recommendations as to any required actions if there has been a change to the condition of the Asbestos Containing Materials.

This report is not an all-encompassing report dealing with the scheme common areas from every aspect. It is a reasonable attempt to review any previously identified asbestos containing materials upon common property areas of the scheme. This report is not a certificate of compliance with respect to any Act, Regulation, Ordinance or By-law. The report is not a structural report, and should you require any advice of a structural nature we recommend that a structural engineer be engaged.

The inspection of the common property of the scheme is a visual inspection only limited to those areas of the common property that are fully accessible from the common areas (ie we will not be entering individual lots to access common areas) and visible to the inspector at the time of inspection. The inspection did not include breaking apart, dismantling, removing, or moving any element of the building and items located on the common property and as such no assessment is made at the time of inspection. Areas include service ducts, risers, inside plant particularly where specialist tools and expertise are required; wall, ceiling and subfloor cavities, beneath finished floor surfaces or coverings, underground or in cavity pipe work and external areas of the building more than 2.5m above the finished ground level. Our report is not a loose fill asbestos fibre report, should the Owners require same additional charges will apply as entry to the roof space, additional equipment and 2 inspectors will be required for each ceiling cavity inspection.

The report does not and cannot make comment upon: asbestos containing materials that may have been concealed, the assessment of which may rely on certain weather conditions; the presence or absence of timber pests; gas fittings; heritage concerns; fire protection; site drainage; security concerns; detection and identification of illegal building work; durability of exposed finishes; and presence of ACM in the roof space and under floor space.

The inspector will identify and assess hazards relating to the static condition of asbestos containing materials on the common property and then recommend remedial action or the introduction of a suitable control measure.

- (a) All implied conditions, warranties and rights are excluded from the services offered, except for those which cannot be excluded by virtue of law. Where any condition, warranty or right is implied by law and cannot be excluded, we limit our liability for breach of, or other act contrary to, that implied condition, warranty or right:
 - (i) in connection with the supply of goods, to one or more of the following (as we may determine):
 - (A) replacement of the goods or supply of equivalent goods;
 - (B) repair of the goods;
 - (C) payment of the cost of replacing the goods, or of acquiring equivalent goods; or
 - (D) payment of the cost of having the goods repaired;
 - (ii) in connection with the supply of services, to one of the following (as we may determine):
 - (A) supplying of the services again; or

- (B) payment of the cost of having the services supplied again; and
- (iii) otherwise to the extent permitted by law.
- (b) Subject to clause (a), and despite any implication arising from the report provided, we are not, and will not be, liable to you in contract, in tort (including negligence), under any statute (to the extent permitted by law), or otherwise for, or in respect of, any indirect or consequential loss or damage.

Subject to clause (a) and despite any implications arising from the report provided, our total and aggregate liability in contract, in torts (including negligence), under statute (to the extent permitted by law), or otherwise for, or in respect of, any direct loss or damage arising out of any breach or other act or omission in connection with any Services, will not exceed the fees for those particular Services.

We reserve the right to amend this report and the opinions expressed in this report in light of any additional information that might be received or made available after the date of this report.

BUILDING APPROVALS

The inspector will rely on any and all building inspections and approvals given by the relevant authority in relation to the construction and completion of the scheme buildings and land.

LIFT CONTROL ROOMS and AIR CONDITIONING DUCTING

Should the building contain lifts or ducted air-conditioning systems as part of the common property plant and equipment no assessment will be made of said systems unless the relevant mechanical services or lift service contractors provide access to the heater banks and control room or provide a written report as to the presence, type and condition of any asbestos containing materials in the plant or rooms in question.

SECTION 4 – ASBESTOS MANAGEMENT

Principles of Asbestos Management

General requirements

- ACM identified as representing an exposure risk should be removed or otherwise controlled (see **Section 2 and Initial Asbestos Report**).
- Any ACM that is not scheduled for immediate removal should be labelled with appropriate warnings and maintained in good condition.
- The location of ACM must be entered into the Asbestos Register (see **Sections 2 and Initial Asbestos Report**).
- Maintenance and other personnel must be made aware of the location of ACM by providing them with access to this report and labelling ACM wherever practicable.
- The Asbestos Register must be freely available.
- Unless they have valid Asbestos Removal licence, maintenance workers, trades or occupants shall not remove or knowingly damage identified ACM.
- Before any planned demolition, refurbishment or maintenance, its effect upon any in-situ asbestos must be established by reference to this document, including amendments.

Accidental damage to ACM

If ACM is damaged or degraded through accident, ageing or misuse, the building manager, committee should apply the following protocols.

- Determine if the damage is likely to affect nearby occupants through the release of asbestos dust (this may require advice from a licensed Class A Asbestos Assessor or other competent person).
- Gently wet down the damaged section and cover with a heavy plastic sheet or equivalent to encapsulate the ACM. Close nearby windows if the ACM is to the exterior.
- If the damage is significant (i.e. the material is shattered or abraded) the ACM should be replaced as soon as is practicable. Minor damage (i.e. small cracks or holes) may be repaired in the short term using a sealant. **All repairs or removal must be undertaken by a licensed Asbestos Removalist and in accordance with the *Code of Practice – How to Manage and Control Asbestos in the Workplace* and *Code of Practice – How to Safely Remove Asbestos*.**
- Register the event in the **Asbestos Management Plan Event Register**

Control Measures

If a building or essential plant in or on a building has asbestos materials installed in it, the owner of the building or plant must ensure policies and procedures are established-

- (a) to prevent the exposure of persons in the building to the asbestos materials; or
- (b) if exposure to the asbestos materials cannot be prevented, to minimise the exposure of persons in the building to the materials.

The policies must discuss—

- (a) the steps that can be taken to restrict access to, and prevent disturbance of, the asbestos materials; and
- (b) work practices in the vicinity of the asbestos materials; and
- (c) requirements for reassessment of the asbestos materials at regular intervals of at least 1 year and earlier if the nature or location of work in the vicinity of the asbestos materials changes.

If the asbestos materials—

- (a) are friable, poorly bonded or unstable, for example because of damage or deterioration, the owner must ensure the asbestos materials are enclosed, sealed or removed; or
- (b) are to be removed, the owner of the building must ensure an asbestos removalist removes the asbestos materials.

The Owner of a Building must give a copy of the register to---

- (i) any employer or self-employed person who proposes to carry out work involving dismantling a part of the building; and
- (ii) if the building or a part of it or essential plant in or on it is to be demolished--give a copy of the register to the principal contractor for the construction workplace;

on the sale of the building, give the register to the buyer of the building.

If work mentioned above affects a part of the building in which the owner knows asbestos materials exist, the owner must, as soon as practicable after the work is complete, ensure an appropriately qualified person inspects the building and gives the owner a report stating-

- (a) whether there are still asbestos materials in the building; and
- (b) if there are still asbestos materials in the building, whether the condition of the materials requires that-
 - i) stated action should be taken as per the asbestos register and management plan and the ***Code of Practice – How to Manage and Control Asbestos in the Workplace and Code of Practice – How to Safely Remove Asbestos***. to minimise the risk of exposure to the materials to minimise the risk of exposure to the materials; and
 - ii) the entries in the asbestos materials register should be changed and if so, in what way.

As soon as practicable after receiving the report, the owner must make any reasonably necessary changes to the asbestos materials register.

Asbestos Management Plan Event Register

Record all events/incidents involving ACM that occur and the actions taken to manage each event in the register below.

Event	Action undertaken	Date
Authorisation:		Date:

Updating the Risk Assessment

Periodic inspections of ACM should be carried out to ensure they are not deteriorating or otherwise contributing to an unacceptable health risk.

The ***Code of Practice – How to Manage Asbestos in the Workplace***, requires that asbestos remaining in situ should be inspected by an Asbestos Assessor or Other Competent Person on a regular basis (usually every 1 year depending upon type, condition & location) to document any deterioration in the material which may result in a change to the hazard control requirements.

The current laws also require a review of the Management Plan to be carried out by a Class A Asbestos Assessor or other competent person at intervals determined by the Risk Assessment, the maximum interval being 5 years. The new requirements state that an Asbestos Management Plan and Risk Assessment are required in addition to an Asbestos Register and Survey. Class A Asbestos Assessors and competent persons at QIA Group Pty Ltd are able to produce these documents to comply with your obligations.

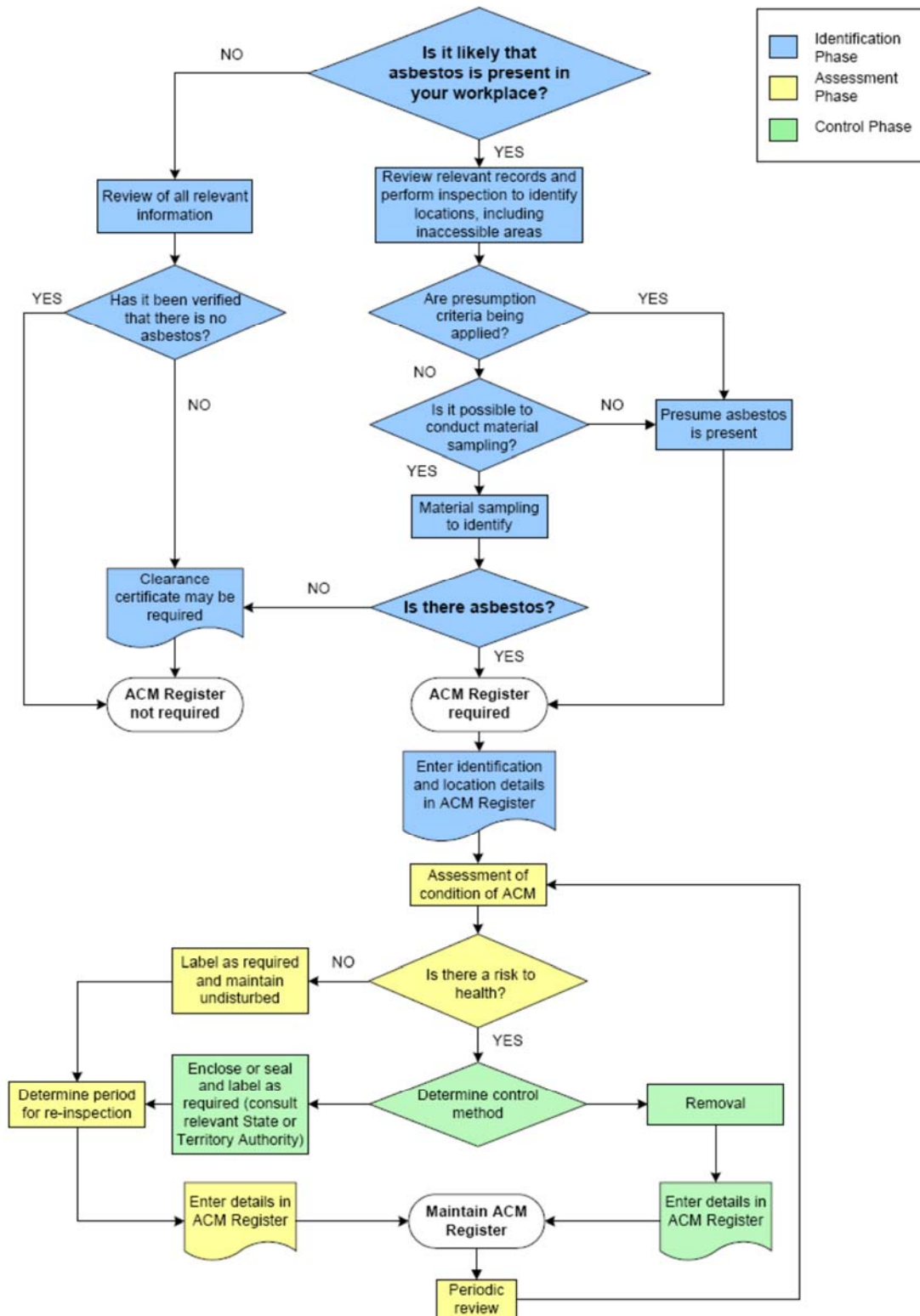
The Annual ACM Risk Assessment will reassess the risk posed by the previously identified Asbestos Containing Materials and ensure that the accuracy of the ACM Register is maintained

Each review of the Asbestos Management Plan should critically assess all asbestos management procedures and their effectiveness in:

- preventing exposure to asbestos fibres;
- controlling access to ACM;
- highlighting the need for action to maintain or remove ACM; and
- maintaining the accuracy of the ACM Register.

Details of any mitigating circumstances should be recorded in the [Asbestos Register](#)

Figure 1. General principles of an asbestos management plan



APPENDIX 2 – EXAMPLES OF SAFE WORKING PRACTICES

SAFE WORK PRACTICE 1 – DRILLING OF ACM ^[SV1]	
The drilling of asbestos cement sheeting can release asbestos fibres into the atmosphere, so precautions must be taken to protect the drill operator and other persons from exposure to these fibres. A hand drill is preferred to a battery-powered drill, because the quantity of fibres is drastically reduced if a hand drill is used.	
Equipment that may be required prior to starting work (in addition to what is needed for the task)	◦ A non-powered hand drill or a low-speed battery-powered drill or drilling equipment. Battery-powered drills should be fitted with a local exhaust ventilation (LEV) dust control hood wherever possible. If an LEV dust control hood cannot be attached and other dust control methods such as pastes and gels are unsuitable then shadow vacuuming techniques should be used ◦ Disposable cleaning rags ◦ A bucket of water, or more as appropriate, and/or a misting spray bottle ◦ Duct tape ◦ Sealant ◦ Spare PPE ◦ A thickened substance such as wallpaper paste, shaving cream or hair gel ◦ 200 µm plastic sheeting ◦ A suitable asbestos waste container (e.g. 200 µm plastic bags or a drum, bin or skip lined with 200 µm plastic sheeting) ◦ Warning signs and/or barrier tape ◦ An asbestos vacuum cleaner ◦ A sturdy paper, foam or thin metal cup, or similar (for work on overhead surfaces only).
PPE	◦ Protective clothing and RPE (see AS1715, AS1716). It is likely that a class P1 or P2 half face respirator will be adequate for this task, provided the recommended safe work procedure is followed.

SAFE WORK PRACTICE 1 – DRILLING OF ACM^[SV1]

Preparing the asbestos work area	◦ If the work is to be carried out at a height, appropriate precautions must be taken to prevent falls. ◦ Ensure appropriately marked asbestos waste disposal bags are available. ◦ Carry out the work with as few people present as possible. ◦ Segregate the asbestos work area to ensure unauthorised personnel are restricted from entry (e.g. close door and/or use warning signs and/or barrier tape at all entry points). The distance for segregation should be determined by a risk assessment. ◦ If drilling a roof from outside, segregate the area below. ◦ If access is available to the rear of the asbestos cement, segregate this area as well as above. ,, ◦ If possible, use plastic sheeting, secured with duct tape, to cover any surface within the asbestos work area that could become contaminated. ◦ Ensure there is adequate lighting. ◦ Avoid working in windy environments where asbestos fibres can be redistributed. ◦ If using a bucket of water, do not resoak used rags in the bucket, as this will contaminate the water. Instead, either fold the rag so a clean surface is exposed or uses another rag.
Drilling vertical surfaces	◦ Tape both the point to be drilled and the exit point, if accessible, with a strong adhesive tape such as duct tape to prevent the edges crumbling. ◦ Cover the drill entry and exit points (if accessible) on the asbestos with a generous amount of thickened substance. Drill through the paste. ◦ Use damp rags to clean off the paste and debris from the wall and drill bit. ◦ Dispose of the rags as asbestos waste as they will contain asbestos dust and fibres. ◦ Seal the cut edges with sealant. ◦ If a cable is to be passed through, insert a sleeve to protect the inner edge of the hole.

SAFE WORK PRACTICE 1 – DRILLING OF ACM^[SV1]

Drilling overhead horizontal surfaces	◦ Mark the point to be drilled. ◦ Drill a hole through the bottom of the cup. ◦ Fill or line the inside of the cup with shaving cream, gel or a similar thickened substance. ◦ Put the drill bit through the hole in the cup so that the cup encloses the drill bit, and make sure the drill bit extends beyond the lip of the cup. ◦ Align the drill bit with the marked point. ◦ Ensure the cup is firmly held against the surface to be drilled. ◦ Drill through the surface. ◦ Remove the drill bit from the cup, ensuring that the cup remains firmly against the surface. ◦ Remove the cup from the surface. ◦ Use damp rags to clean off the paste and debris from the drill bit. ◦ Dispose of the rags as asbestos waste, as they will contain asbestos dust and fibres. ◦ Seal the cut edges with sealant. ◦ If a cable is to be passed through, insert a sleeve to protect the inner edge of the hole.
Decontaminating the asbestos work area and equipment	◦ Use damp rags to clean the equipment. ◦ Carefully roll or fold any plastic sheeting used to cover any surface within the asbestos work area, so as not to spill any dust or debris that has been collected. ◦ If necessary, use damp rags and/or an asbestos vacuum cleaner to clean any remaining visibly contaminated sections of the asbestos work area. ◦ Place debris, used rags, plastic sheeting and other waste in the asbestos waste bags/container. ◦ Wet wipe the external surfaces of the asbestos waste bags/ container to remove any adhering dust before they are removed from the asbestos work area.

SAFE WORK PRACTICE 1 – DRILLING OF ACM ^[SV1]	
Personal decontamination should be carried out in a designated area	◦ If disposable coveralls are worn, clean the coveralls while still wearing RPE using a HEPA vacuum, damp rag or fine-water spray. RPE can be cleaned with a wet rag or cloth. ◦ While still wearing RPE, remove coveralls, turning them inside- out to entrap any remaining contamination and then place them into a labelled asbestos waste bag. ◦ Remove RPE. If non-disposable, inspect it to ensure it is free from contamination, clean it with a wet rag and store in a clean container. If disposable, cleaning is not required but RPE should be placed in a labelled asbestos waste bag or waste container. Refer to the <i>National Occupational Health and Safety Commission Code of Practice for the Safe Removal of Asbestos 2nd Edition</i>.
Clearance procedure	◦ Visually inspect the asbestos work area to make sure it has been properly cleaned. ◦ Clearance air monitoring is not normally required for this task. ◦ Dispose of all waste as asbestos waste. Refer to the <i>National Occupational Health and Safety Commission Code of Practice for the Safe Removal of Asbestos 2nd Edition</i>.

SAFE WORK PRACTICE 2 – SEALING, PAINTING, COATING AND CLEANING OF ASBESTOS-CEMENT PRODUCTS

These tasks should only be carried out on asbestos that are in good condition. For this reason, the ACM should be thoroughly inspected before starting the work. There is a risk to health if the surface of asbestos cement sheeting is disturbed (e.g. from hail storms and cyclones) or if it has deteriorated as a result of aggressive environmental factors such as pollution. If it is so weathered that its surface is cracked or broken, the asbestos cement matrix may be eroded, increasing the likelihood that asbestos fibres will be released. If treatment is considered essential, a method that does not disturb the matrix should be used. Under no circumstances should asbestos cement products be water blasted or dry sanded in preparation for painting, coating or sealing.

Equipment that may be required prior to starting work (in addition to what is needed for the task)	◦ Disposable cleaning rags ◦ A bucket of water, or more as appropriate, and/or a misting spray bottle ◦ Sealant ◦ Spare PPE ◦ A suitable asbestos waste container ◦ Warning signs and/or barrier tape.
PPE	◦ Protective clothing and RPE (see AS1715, AS 1716). It is likely that a class P1 or P2 half face respirator will be adequate for this task, provided the recommended safe work procedure is followed. Where paint is to be applied, appropriate respiratory protection to control the paint vapours/mist must also be considered.
Preparing the asbestos work area	◦ If work is being carried out at heights, precautions must be taken to prevent falls. ◦ Before starting, assess the asbestos cement for damage. ◦ Ensure appropriately marked asbestos waste disposal bags are available. ◦ Carry out the work with as few people present as possible. ◦ Segregate the asbestos work area to ensure unauthorised personnel are restricted from entry (e.g. close door and/or use warning signs and/or barrier tape at all entry points). The distance for segregation should be determined by a risk assessment. ◦ If working at a height, segregate the area below. ◦ If possible, use plastic sheeting secured with duct tape to cover any floor surface within the asbestos work area which could become contaminated. This will help to contain any runoff from wet sanding methods. ◦ Ensure there is adequate lighting. ◦ If using a bucket of water, do not resoak used rags in the bucket, as this will contaminate the water. Instead, either fold the rag so a clean surface is exposed or uses another rag. ◦ Never use high-pressure water cleaning methods. „ ◦ Never prepare surfaces using dry sanding methods. Where sanding is required, you should consider removing the asbestos and replacing it with a non-asbestos product. ◦ Wet sanding methods may be used to prepare the asbestos, provided precautions are taken to ensure all the runoff is captured and filtered, where possible. ◦ Wipe dusty surfaces with a damp cloth.
Painting and sealing	◦ When using a spray brush, never use a high-pressure spray to apply the paint. ◦ When using a roller, use it lightly to avoid abrasion or other damage.

SAFE WORK PRACTICE 2 – SEALING, PAINTING, COATING AND CLEANING OF ASBESTOS-CEMENT PRODUCTS

Decontaminating the asbestos work area and equipment	◦ Use damp rags to clean the equipment. ◦ If required, use damp rags and/or an asbestos vacuum cleaner to clean the asbestos work area. ◦ Place debris, used rags, plastic sheeting and other waste in the asbestos waste bags/container. ◦ Wet wipe the external surfaces of the asbestos waste bags/ container to remove any adhering dust before they are removed from the asbestos work area.
Personal decontamination should be carried out in a designated area	◦ If disposable coveralls are worn, clean the coveralls while still wearing RPE using a HEPA vacuum, damp rag or fine-water spray. RPE can be cleaned with a wet rag or cloth. ◦ While still wearing RPE, remove coveralls, turning them inside- out to entrap any remaining contamination and then place them into a labelled asbestos waste bag. ◦ Remove RPE. If non-disposable, inspect it to ensure it is free from contamination, clean it with a wet rag and store in a clean container. If disposable, cleaning is not required but RPE should be placed in a labelled asbestos waste bag or waste container. Refer to <i>National Occupational Health and Safety Commission Code of Practice for the Safe Removal of Asbestos 2nd Edition</i>.
Clearance procedure	◦ Visually inspect the asbestos work area to make sure it has been properly cleaned. ◦ Clearance air monitoring is not normally required for this task. ◦ Dispose of all waste as asbestos waste. Refer to <i>National Occupational Health and Safety Commission Code of Practice for the Safe Removal of Asbestos 2nd Edition</i>.



DAVIDSON

ASBESTOS SOLUTIONS

Non Intrusive Residential Inspection

Job Number - NIRI-432021-01

Date of Inspection - 4/3/2021

Client Details -LMM Solutions Pty Ltd

Address - 6 Howwit Street Kingston, ACT 2600



www.davidsonasbestossolutions.com.au

davidsonasbestossolutions@gmail.com

Asbestos Assessors Licence Number - AA00027

Steve Davidson - 0416 443 282

TABLE OF CONTENTS

1 Introduction	3
2 Assessment Details	4
2.1 Scope of Works	4
2.2 Findings & Recommendations	4
3 Methodology	4
3.1 Sampling of Suspected Asbestos Containing Materials	4
3.2 Personal Protective Equipment (PPE)	4
3.3 Visual Assessments	4
3.4 Inaccessible Locations	5
4 Asbestos & Non Asbestos Register	5
5 Laboratory Results	7
6 Asbestos Removal	8
6.1 Asbestos Clearance Certificate	8
6.2 Air Monitoring	8
7 Exclusions & Unexpected Finds	9
8 Legislation	9

1 Introduction

Davidson Asbestos Solutions is a local Canberra based consultant with qualifications in Workplace Health & Safety (WHS), Asbestos Identification, Asbestos Risk Assessment, Mould Testing and Mould Assessments. The skills and knowledge gained over 15 years of experience in the industry is used to identify, risk assess and determine the control measures required for the management of asbestos based on the condition of each item noted to the dwelling at the time of the assessment.

Davidson Asbestos Solutions was engaged by the client LMM Solutions Pty Ltd to conduct a Non Intrusive Residential Inspection within the premises to identify and conduct a risk assessment on the condition of the materials at the time of inspection. This assessment is conducted to ensure the Person Conducting a Business or Undertaking (PCBU) and or the home owner is complying with their duty of care as per the Work Health & Safety Act 2011 & Dangerous Substances Regulation 2004.

DOCUMENT CONTROL		
CREATED ON	Friday, 5 March 2021	
PREPARED BY	Steve Davidson - Licensed Asbestos Assessor AA00027	
REVIEWED BY	Steve Davidson - Licensed Asbestos Assessor AA00027	

2 Assessment Details

2.1 Scope of Works

Davidson Asbestos Solutions was engaged by LMM Solutions Pty Ltd to conduct a visual inspection and sampling of accessible locations to the dwelling as requested by the client. Please note - this inspection was a non intrusive survey and only relates to accessible locations during the assessment. This report only covers the following areas;

- Left hand side facade panel to the garage entry door

2.2 Findings & Recommendations

Details of the type of materials within the samples taken are listed in the Laboratory Results in section 5 of this document. The register in section 4 outlines the locations and recommendations for each item noted the assessment. Any sample that was taken during the assessment which does not contain asbestos is also listed in the register.

3 Methodology

3.1 Sampling of Suspected Asbestos Containing Materials

Sampling was performed using a wet method where possible to reduce damage caused to the materials during the sampling. All sampling locations were resealed with a PVA spray to reseal the material. All samples taken during the survey were tested by a NATA Accredited laboratory.

3.2 Personal Protective Equipment (PPE)

All PPE associated with asbestos sampling was used during the survey as required. Any items that were exposed to potential release of asbestos fibres were placed in a sealed bag and disposed of as asbestos contaminated waste. PPE is used on site following a risk assessment to determine the type of PPE required whilst conducting the assessment.

3.3 Visual Assessments

All items are visually assessed during the inspection and are risk assessed based on the condition of the items during the inspections. Items that are not able to be risk assessed based on visual assessments are presumed to contain asbestos and recommendations are based on the assumption the materials are concealed and not disturbed. Some materials will be consistent with other items within the property and may be referenced to items that are sampled for use in analysis.

3.4 Inaccessible Locations

Some items may be inaccessible during inspections on the premises. These inaccessible areas should be presumed to contain asbestos containing materials until access can be gained to the areas. This may not be practicable until refurbishments or demolitions occur to the area. Section 7 of this document indicates steps to be taken if unexpected potential asbestos containing materials are found on site. Examples of areas that may be inaccessible are listed below;

- Material concealed behind ceramic tiles (asbestos sheet to splash backs or sheeting used to lower half of walls with tiles used to cover the product)
- Cupboards concealing products either behind or below the cupboards
- Material buried in ground (debris within subfloor or cement pipes in ground)
- Material that has been encapsulated with another product (plasterboard covering asbestos cement sheeting)
- Products beneath concrete slabs and other items (carpeted areas & tiled areas).

These locations should be investigated further through the use of a destructive survey prior to any demolition or refurbishment of a structure within the dwelling.

4 Asbestos & Non Asbestos Register

The asbestos register is a document that lists all asbestos identified or presumed by a licensed asbestos assessor to be present during the inspection. The register also lists any items sampled that did not contain asbestos and does not require any further action. Recommendations are detailed in the register below and are based on the condition of the material during the assessment.

The register should be kept up to date and updated every 5 years to ensure the materials remain in good condition or remediated as per recommendations. The laboratory results in section 5 outlines the type of asbestos that was identified within the material.

The asbestos register must:

- record any asbestos or ACM that has been identified by an assessor or is likely to be present. This would include:
 - the location, type and condition of the asbestos ;or
 - state that no asbestos or ACM is identified by an assessor at the workplace if the person knows that no asbestos or ACM is identified or is likely to be present.

The register also includes items sampled during the assessment which does not contain asbestos.

Asbestos & Non Asbestos Register				
Asbestos Detected		Presumed Asbestos		No Asbestos Detected
Sample Details		Risk Assessment		Photos
Sample	Material & Location	Type & Condition	Recommendations	
1	Sheet to the facade panel to the left hand side of the entry to garage	Non asbestos	No further action required	

Items within the register are risk assessed based on the visual inspection on the condition of the materials during the assessment. Recommendations are made based on the risk assessment conducted on site.

CONDITION	
POOR	Unsealed or damaged areas exposing fibres on the material. Remove items as soon as practicable if potential exposure is noted in recommendations. See recommendations.
FAIR	Slight damage to the materials maintain and monitor condition as per recommendations to ensure the material does not deteriorate. See recommendations.
GOOD	Sealed and maintained in good condition. See recommendations.
TYPE	
NON FRIABLE	Also known as bonded asbestos means that asbestos fibres in the product are held within a solid compound (cement based products in sheeting materials) and are less likely to expose asbestos fibres unless the material is damaged or shows signs of deterioration.
FRIABLE	Materials containing asbestos that, when dry, can be crushed or pulverised into powder form using your hand. This material poses a higher risk of exposure to asbestos fibres.
NON ASBESTOS	Items that have been identified by a NATA Accredited laboratory as not containing asbestos.
VISUAL ASSESSMENTS	
PRESUMED	Areas that are presumed to contain asbestos due to inaccessible areas
REFERENCED (REF)	Areas that are considered to be the same materials as the sampled referenced item

5 Laboratory Results



Certificate of Analysis

WSP Australia Pty Limited


 ACCREDITED FOR
**TECHNICAL
 COMPETENCE**

 Level 1, 121 Marcus Clarke Street,
 Canberra
 PO Box 1551, Canberra
 Telephone +61 2 6201 9600
 Email ANZLab@wsp.com

ABN 80 078 004 798

 Accredited for compliance with ISO/IEC:
 17025 - Testing (No. 17199)
 NCSI Certified Quality System ISO 9001

LOCATION: 6 Howitt Street, Kingston, ACT 2600

CERTIFICATE NO: ACT-PS123145-0020-139905

CLIENT: Davidson Asbestos Solutions

DATE/S SAMPLED: 4/03/2021

CLIENT ADDRESS: 48 Kingsmill Street, Kambah ACT 2902

DATE RECEIVED: 4/03/2021

TELEPHONE: 0416443282

DATE ANALYSED: 4/03/2021

EMAIL: davidsonasbestossolutions@gmail.com

ORDER NUMBER: NIRI-432021-01

CONTACT: Steve Davidson

SAMPLED BY: As Received

TEST METHOD: Qualitative identification of asbestos fibres in bulk and soil samples at WSP Corporate Laboratories by polarised light microscopy, including dispersion staining, in accordance with AS4964 (2004) Method for the qualitative identification of asbestos in bulk samples and WSP's Laboratory Procedure (LP3 - Identification of Asbestos Fibres). Trace analysis carried out on all non-homogenous samples.

Lab No	Sample ID	Location	Description	Dimensions	Identification Type
001	1	To the facade panel left hand side of garage access	Fibre Cement Sheet	2.6 g	OF, NAD

LEGEND:

- NAD - No Asbestos Detected
- CH - Chrysotile Asbestos Detected
- A - Amosite Asbestos Detected
- C - Crocidolite Asbestos Detected
- UMF - Unknown Mineral Fibres Detected
- SMF - Synthetic Mineral Fibres Detected
- OF - Organic Fibres Detected
- ¹ - No asbestos detected at the reporting limit of 0.1 g/kg
- ² - Identification not possible due to adhering materials
- ³ - Identification not possible due to degradation of fibres

Hand picked refers to small discrete amounts of asbestos distributed unevenly in a large body of non asbestos material.

Notes:

If no asbestos is detected in vinyl tiles, mastics, sealants, epoxy resins and ore samples then confirmation by another independent analytical technique is advised due to the nature of the samples.

The results contained within this report relate only to the sample(s) submitted for testing.

Sampling is not covered by the scope of accreditation. Samples analysed on an 'As Received' basis. WSP accepts no responsibility for the initial collection, packaging or transportation of samples submitted by external persons, or data supplied by external persons.

This document may not be reproduced except in full.

Approved Identifier

Name: Bec McLean

Approved Signatory

Name: Bec McLean

AUTHORISATION DATE

Thursday, 4 March 2021

6 Asbestos Removal

The ultimate goal is to have a premises free from asbestos. Removal may be the most appropriate way to achieve this. Asbestos found during the inspection may only be removed by a licensed asbestos removalist. For example:

Friable asbestos – If asbestos is friable and it has been determined that it should be removed, it must be removed by a Class A licensed removalist as soon as reasonably practicable. Instances where removal should be of the highest priority would include friable asbestos that is in poor condition and is located in an area where it poses a significant risk of exposure.

Non-friable asbestos – If asbestos is non-friable, and has been determined that it should be removed, it must be removed by a licensed asbestos removalist (class A or B) as soon as reasonably practicable. Where it is not reasonably practicable to remove it, control measures must be put in place to eliminate any exposure, so far as is reasonably practicable, or to minimise exposure so far as is reasonably practicable, but always ensuring the exposure standard is not exceeded.

6.1 Asbestos Clearance Certificate

A person commissioning licensed asbestos removal work must ensure that, once the licensed asbestos removal work has been completed, a clearance inspection is carried out and a clearance certificate is issued by an independent licensed asbestos before the area can be re-occupied by

To be independent, the licensed asbestos assessor must not be involved in the removal of asbestos for that specific job and is not involved in a business or undertaking involved in the removal of the asbestos for that specific job.

6.2 Air Monitoring

Air monitoring involves sampling airborne asbestos fibres to assist in assessing exposure to asbestos and the effectiveness of implemented control measures. It must be conducted in accordance with the *Guidance Note on the Membrane Filter Method for Estimating Airborne Asbestos Dust*, 2nd Edition [NOHSC: 3003 (2005)].

When must the air monitoring be carried out?

The air monitoring must be conducted before and during Class A asbestos removal work. Air monitoring must be carried out as part of the clearance inspection, for instance at the conclusion of the asbestos removal work.

Who must conduct air monitoring?

A person who commissions asbestos removal work that requires air monitoring must ensure that an independent licensed asbestos assessor undertakes air monitoring of the asbestos removal area at the workplace.

Results of the air monitoring

Once the results of the air monitoring are received, the licensed asbestos removalist must take action depending on the respirable fibre level. Where the results show that respirable asbestos fibre levels exceed <0.01 action must be taken immediately.

7 Exclusions & Unexpected Finds

While every attempt is made to identify the locations of all asbestos containing materials there may be items still present that are inaccessible or concealed behind other items.

Examples;

- Asbestos materials behind other materials (ceilings above ceilings, sheet behind ceramic tiled walls & items behind gyprock/brick walls)
- Asbestos materials beneath items (tiled areas & concrete slabs)
- Asbestos materials within concealed or in locked locations
- Asbestos materials around hot water pipes embedded in masonry walls

Steps to take if items are found during unexpected circumstances;

- Stop activities immediately
- Cordon off the area around the materials found until an assessment is conducted
- Call asbestos assessor to inspect the materials and provide recommendations on the remediation works required

8 Legislation

- Work Health & Safety Act 2011 (legislation)
- How to Manage And Control Asbestos in the Workplace (codes of practice)
- How to Safely Remove Asbestos (codes of practice)
- Dangerous Substances (General) Regulation 2004

Report Caveats & Statement of Limitations

The report was designed to be read as a whole document and must only be reproduced in full.

All relevant legislation and best practice was followed during the time the assessment was conducted. All conclusions and recommendations are made by the assessor using their knowledge based on the materials present and their condition during the time of the inspection.

While every effort was made to identify all ACM on site, no determination can be made for areas such as formwork under concrete slabs or inaccessible areas that the asbestos assessor could not be reasonably expected to identify (e.g. in ground asbestos pipes, formwork, ACM concealed/encapsulated behind other products or ACM behind ACM).

CONTRACTS REGISTER

Units Plan No. 585

Contractor Name and Address Link Strata Management PO Box 154 CURTIN ACT 2605	Details of Duties Strata Management	Delegated Powers	Basis of Remuneration In Arrears
Commencement Date	01/09/23	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 All Seasons Hort'l Services PO Box 84 ERINDALE CENTRE ACT 2904	Details of Duties Gardening	Delegated Powers	Basis of Remuneration Monthly in arrears
Commencement Date	01/10/21	Termination Date	
Term of Contract	Month to month	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 Infinity Fire	Details of Duties	Delegated Powers	Basis of Remuneration Monthly
Commencement Date	17/09/24	Termination Date	
Term of Contract	ongoing	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	

“OAKLEAVES”
6 HOWITT STREET, KINGSTON ACT 2604
UNITS PLAN N). 585

Schedule 1

1.1 Definitions—default rules

(Approved at the AGM 27/09/2021)

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

1.2 Payment of rates and taxes by unit owners

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

1.3 Repairs and maintenance

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

1.4 Erections and alterations -amended Approved at AGM 27/09/2021

- (1) A unit owner may erect or alter any structure in or on the unit or the common property only—
 - (a) in accordance with the express permission of the Executive Committee; and
 - (b) in accordance with the requirements of any applicable Territory Law (for example, a law requiring development approval to be obtained for the erection or alteration).
- (2) Permission may be given subject to conditions stated in the resolution.
- (3) However, if the structure is sustainability infrastructure, the owners corporation's permission must not be unreasonably withheld.

Examples—permission not unreasonably withheld

- safety considerations
- structural considerations

Example—permission unreasonably withheld

external appearance of a unit or the units plan

1.5 Pets in units

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

1.6 Assistance animals

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

1.7 Use of common property

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

1.8 Hazardous use of unit

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

1.9 Use of unit—nuisance or annoyance

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

1.10 Noise

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

1.11 Illegal use of unit

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

1.12 What may an executive committee representative do?

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

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

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

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

Alternative Rules 2

alternative rules means rules other than the default rules

2.1 Seal of owners corporation

For the attaching of the seal of the owners corporation to a document to be effective the Strata Manager is allowed to apply the seal to all statutory documents required under the Units Titles (Management) Act; including Section 119 certificates and notices of reduced quorums.

The Executive Committee to approve the application of the seal on all other documents, such as contracts and service agreements.

2.2 All Strata Related Correspondence including General Meeting papers may 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 and all other general correspondence will be sent by email to an address notified for this purpose by the owner. If no email address is nominated to the Strata Manager, the notice will be sent by post.

2.3 Recovery of Legal Fees

- (1) If an Owners Corporation incurs legal fees or other costs in any legal or administrative action against a unit owner, the unit owner shall, unless a court order directs otherwise, be liable to pay the Owners Corporation the amount of the legal fees or other costs incurred by the Owners Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.
- (2) The unit owner agrees that any monies which are payable pursuant to *Rule 3.0 (1)* shall be a debt enforceable by the Owners Corporation against the unit owner.
- (3) The legal fees and other costs payable in accordance with *Rule 3.0 (1)* shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owners Corporation. For the avoidance of doubt, any legal fees or other costs incurred by the Owners Corporation which cannot be evidenced by a written invoice as due and payable, shall not form part of, and will not be recoverable against, in accordance with *Rule 3.0 (1)*.
- (4) The Owners Corporation shall not commence any action against any unit owner other than to recover outstanding levies, without a majority vote from a General Meeting.



ACT
PROPERTY
INSPECTIONS

10/6 Howitt Street,
Kingston ACT 2604

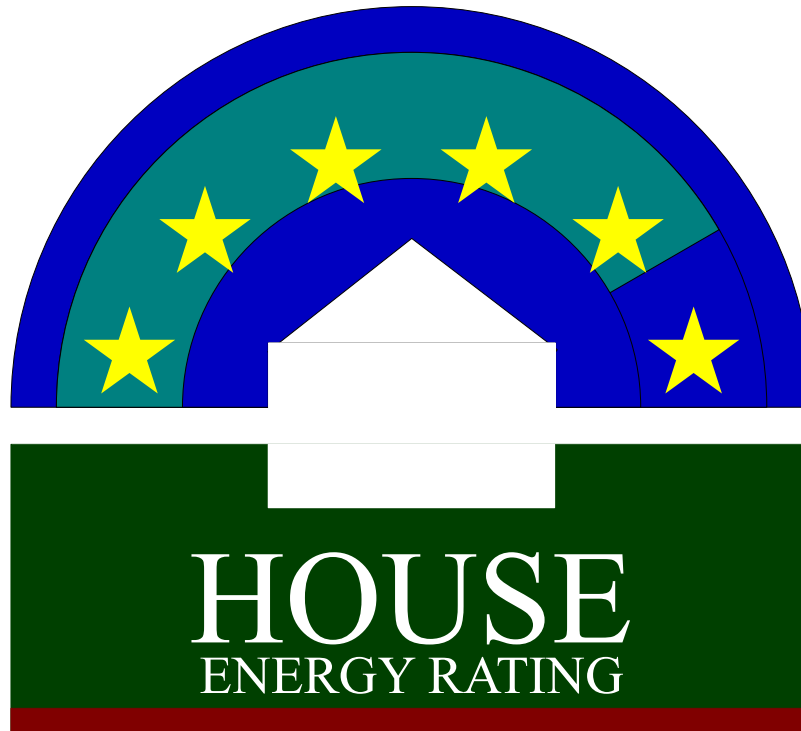
Report prepared: Monday, November 3rd 2025

Energy Efficiency Rating
Insurance Certificates
Tax Invoice

Energy Efficiency Report



FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★ ★ ★ ★ ★ **5 STARS**
in Climate: 24 **SCORE: 7 POINTS**

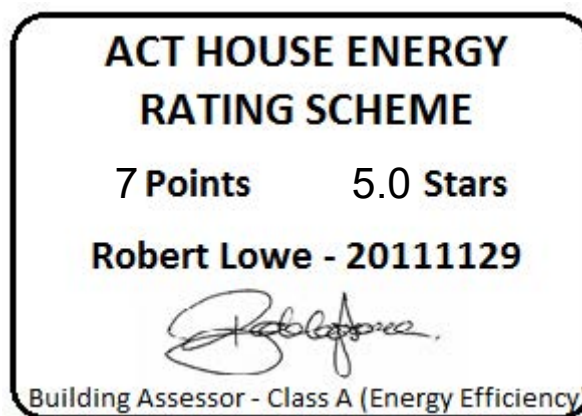
Name: Beech

Ref No: 66214

House Title: Unit 10 Block 19 Section 22 KINGSTON

Date: 03-11-2025

Address: 10/6 Howitt 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	7											
Potential	27											

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 added wall insulation	R .5	10
Change curtain to	Heavy Drapes & Pelmet	10

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	7	★★★★★
-----------------------	----------	--------------

Largest windows in the dwelling;

Direction : WSW

Area : 14 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. South West	11	★★★★★☆☆
2. West	12	★★★★★☆☆
3. North West	19	★★★★★★★
4. North	23	★★★★★★★
5. North East	26	★★★★★★★
6. East	21	★★★★★★★
7. South East	18	★★★★★★★
8. South	13	★★★★★☆☆

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 10 Block 19 Section 22 KINGSTON, 10/6 Howitt Street, Kingston ACT 2604,

Assessor's Name:

Net Conditioned Floor Area: 89.8 m²

Net Conditioned Floor Area: 89.8 m²				Points		
Feature				Winter	Summer	Total
CEILING				6	0	6
Surface Area: 0		Insulation: 6				
WALL				-13	4	-9
Surface Area: 2		Insulation: -22		Mass: 11		
FLOOR				21	-5	16
Surface Area: 17		Insulation: -4		Mass: 3		
AIR LEAKAGE (Percentage of score shown for each element)				8	0	8
Fire Place 0 %		Vented Skylights 0 %				
Fixed Vents 0 %		Windows 43 %				
Exhaust Fans 25 %		Doors 0 %				
Down Lights 0 %		Gaps (around frames) 32 %				
DESIGN FEATURES				0	1	1
Cross Ventilation 1						
ROOF GLAZING				-1	-1	-3
Winter Gain 1		Winter Loss -2				
WINDOWS				-22	-8	-30
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
ENE	8	9%	-11	5	-1	-7
SSE	7	8%	-11	5	-2	-8
WSW	14	15%	-21	10	-4	-14
Total	29	33%	-42	20	-8	-30

* 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	★★★★★	-1	-10	7*

* includes 18 points from Area Adjustment

Detailed House Data

House Details

ClientName	Beech
HouseTitle	Unit 10 Block 19 Section 22 KINGSTON
StreetAddress	10/6 Howitt Street, Kingston ACT 2604
FileCreated	03-11-2025

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	Carp	R0.0	33.2m ²
2	Suspended Slab	Enclosed	No	Yes	No	Float Timb	R0.0	54.5m ²
3	Suspended Slab	Enclosed	No	Yes	No	Tiles	R0.0	11.1m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Cavity	No	R0.0	30.8m	2.4m
2	Framed: FC Sheet Clad	Yes	R0.0	10.5m	2.4m
3	Brick Cavity	No	R0.5	2.4m	2.4m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Flat - Framed	No	Yes	R4.0	98.8m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	ENE	2.4m	3.4m	No	DG	ALIMPR	CP	No	1.2m	1.2m	0.0m
2	SSE	2.4m	2.4m	No	DG	ALIMPR	CP	No	1.2m	1.2m	0.0m
3	SSE	2.4m	0.6m	No	DG	ALIMPR	VE	No	1.2m	1.2m	0.0m
4	WSW	2.4m	2.6m	No	DG	ALIMPR	HB	Yes	2.4m	1.2m	0.0m
5	WSW	2.4m	3.2m	No	DG	ALIMPR	CP	Yes	2.4m	1.2m	0.0m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
1	ENE	2.4m	3.4m	6.0m	9.0m	12.4m	2.0m	6.0m	0.0m	10.0m	0.0m
2	SSE	2.4m	2.4m	0.0m	0.0m	0.0m	0.0m	1.8m	0.0m	1.8m	1.0m
3	SSE	2.4m	0.6m	0.0m	0.0m	0.0m	0.0m	1.8m	2.7m	1.8m	0.1m
4	WSW	2.4m	2.6m	0.0m	0.0m	0.0m	0.0m	1.8m	0.0m	1.8m	3.4m
5	WSW	2.4m	3.2m	0.0m	0.0m	0.0m	0.0m	1.8m	2.7m	1.8m	0.0m

Sky Light Details

ID	Dir	Tilt	Type	Shade	Utility	Width	Length
1	W	0 degrees	Single Opal	No	No	0.6m	0.6m
2	W	0 degrees	Single Opal	No	No	0.6m	0.6m
3	W	0 degrees	Single Opal	No	No	0.6m	0.6m

Zoning Details

Is there Cross Flow Ventilation ? Good

Air Leakage Details

Location	Suburban	
Is there More than One Storey ?	No	
Is the Entry open to the Living Area ?	No	
Area of Heavyweight Mass	0m ²	
Area of Lightweight Mass	0m ²	
	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	2	0
Downlights	0	0
Skylights	0	0
Utility Doors	1	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

Elizabeth Leanne Beech,
10/6 Howitt Street
KINGSTON ACT 2604
AUSTRALIA

Invoice Date
22 Oct 2025

Invoice Number
INV-66214

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: 10 Nov 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](#)